



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
December 10, 2019
9:30 AM

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. MOTION TO APPROVE AGENDA

4. AWARDS AND PRESENTATIONS

- A.** Government Finance Officers Association (GFOA) Distinguished Budget Presentation Award
- B.** Adams County Fair Recap and 4-H Check Presentations

5. PUBLIC COMMENT

A. Citizen Communication

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

B. Elected Officials' Communication

6. CONSENT CALENDAR

- A.** List of Expenditures Under the Dates of November 12-15, 2019
- B.** List of Expenditures Under the Dates of November 18-22, 2019
- C.** Minutes of the Commissioners' Proceedings from November 19, 2019

- D.** Resolution Establishing Office Closures for 2020
(File approved by ELT)
- E.** Resolution Approving Cooperative Wildfire Protection Agreement with
Division of Fire Prevention and Control (DFPC)
(File approved by ELT)
- F.** Resolution Approving Agreement for the Adams County Private Well
Sampling Program between Adams County and Tri-County Health
Department
(File approved by ELT)
- G.** Resolution Approving Temporary Construction Easement Agreement
between Adams County and B&M Equipment Company, LLP, for
Temporary Construction Purposes Necessary for the Dahlia Storm Drain
Outfall Project
(File approved by ELT)
- H.** Resolution Approving the 2019 Agreement between Front Range
Community College and the Adams County Sheriff's Office
(File approved by ELT)
- I.** Resolution Approving Grant Agreement between Adams County and the
State of Colorado Department of Transportation for the Traffic Fatality and
Serious Accident Reduction Grant Program
(File approved by ELT)
- J.** Resolution Approving the Use of Grant Funding Awarded by the Colorado
Department of Transportation to Expand Adams County Senior
Transportation Services
(File approved by ELT)
- K.** Resolution Approving Intergovernmental Agreement between Adams
County and Hyland Hills Park and Recreation District Regarding the Carl
Park Trail Project
(File approved by ELT)
- L.** Resolution Approving Abatement Petitions and Authorizing the Refund of
Taxes for Account Numbers P0036402, R0104600, R0121424,
R0137166, R0153780, and R0181463
(File approved by ELT)
- M.** Resolution Approving an Intergovernmental Agreement between Adams
County and the City and County of Denver as Fiscal Agent for the Denver
Urban Area Security Initiative Grant Program
(File approved by ELT)
- N.** Resolution Approving the Crossing Agreement between Adams County and
the New Brantner Extension Ditch Company
(File approved by ELT)
- O.** Resolution Approving the Purchase and Sale Agreement between Adams
County and the City of Commerce City Regarding 7111 East 56th Avenue
(File approved by ELT)
- P.** Resolution Approving the Rocky Mountain Arsenal Environmental Cleanup
Agreement for Substantive Certificate of Designation Oversight Services
between Adams County and the Tri-County Health Department
(File approved by ELT)
- Q.** Resolution Approving the Intergovernmental Agreement between Adams
County and the City of Northglenn for Animal Shelter/Adoption Center
Services
(File approved by ELT)

- R.** Resolution Approving Final Acceptance of the Public Improvements Constructed at the Shook Subdivision, Phase 1, (Case No's. PLT2005-00051, PRJ2005-00059, SIA2016-00018 and SUB2018-00003) (File approved by ELT)
- S.** Resolution Granting the Office of Emergency Management Approval to Apply for the 2020 Emergency Management Performance Grant (File approved by ELT)
- T.** Resolution Approving the 2020 Agreement for the Provisions of Law Enforcement Skills Training between Adams County and Aims Community College (File approved by ELT)
- U.** Resolution Supporting and Approving the Sponsorship of a School Yard Initiative Grant from the State Board of the Great Outdoors Colorado Trust Fund for the Play Area at Alsup Elementary (File approved by ELT)
- V.** Resolution Regarding Defense and Indemnification of Christopher Trujillo as a Defendant Pursuant to C.R.S. § 24-10-101, Et Seq. (File approved by ELT)
- W.** Resolution Accepting Warranty Deed Conveying Property from Ji Gang Li, to Adams County for the Dedication of Road Right-of-Way (File approved by ELT)
- X.** Resolution Regarding Defense and Indemnification of Richard Reigenborn and Chris Laws as Defendants Pursuant to C.R.S. § 24-10-101, Et Seq. (File approved by ELT)
- Y.** Resolution Approving Intergovernmental Agreement between Adams County and the Town of Bennett for Law Enforcement Services (File approved by ELT)
- Z.** Resolution Approving Special Warranty Deed to Adams County Communication Center Authority for 7373 Birch Street and Authorizing Facilities & Fleet Management to Execute Closing Documents (File approved by ELT)
- AA.** Resolution Approving Amendment to Agreement between Adams County and Urban Drainage and Flood Control District Regarding Design and Construction of Drainage and Flood Control Improvements for Dahlia Street Outfall (File approved by ELT)
- AB.** Resolution Approving Amendment to the Agreement between Adams County and Urban Drainage and Flood Control District Regarding Construction of Drainage and Flood Control Improvements for Irondale Gulch, Dahlia Outfall (File approved by ELT)
- AC.** Resolution Approving the Intergovernmental Agreement between Adams County and the City of Arvada for a Subarea Study of the Area in the Vicinity of Square Lake (File approved by ELT)
- AD.** Resolution Approving an Intergovernmental Agreement Regarding Adams County South Platte Working Group South Platte River (File approved by ELT)
- AE.** Resolution Regarding Defense and Indemnification of John Hains as Defendant Pursuant to C.R.S. § 24-10-101, Et Seq. (File approved by ELT)

- AF.** Resolution Approving the Intergovernmental Agreement between Adams County and the City of Commerce City for Animal Shelter/Adoption Center Services
(File approved by ELT)
- AG.** Resolution Approving Termination of the Land Lease with Carl R. Johnson Trust and Approving the Land Lease with Carlos Walter Jazun for 37835 50th Avenue
(File approved by ELT)
- AH.** Resolution Approving Land Lease Agreement between Adams County and Allen Hangar, LLC
(File approved by ELT)
- AI.** Resolution Approving CDHS Certification of Compliance - Year 2020 County Personnel and Merit System for Adams County Human Services
(File approved by ELT)

7. NEW BUSINESS

A. COUNTY MANAGER

- 1.** Resolution Approving a Fee Schedule for Countywide Traffic Impact Fees
(File approved by ELT)
- 2.** Resolution Approving Expenditures and Revenues for Each Fund and Adopting a Budget for Adams County, State of Colorado, for the Calendar Year Beginning on the First Day of January 2020 and Ending on the Last Day of December 2020
(File approved by ELT)
- 3.** Resolution Approving the Certification of Mill Levies for the Calendar Year Beginning on the First Day of January 2020 and Ending on the Last Day of December 2020
(File approved by ELT)
- 4.** Resolution Appropriating Sums of Money to the Various Funds in the Amounts and for the Purposes as Set Forth Below, for the County of Adams, State of Colorado, for the Calendar Year Beginning on the First Day of January 2020 and Ending on the Last Day of December 2020
(File approved by ELT)
- 5.** Resolution Approving Adams County 2020 Fee Schedule for the Calendar Year Beginning on the First Day of January 2020 and Ending on the Last Day of December 2020
(File approved by ELT)
- 6.** Resolution Approving an Agreement between Adams County and Shoreline Manufacturing Company to Provide Animal Specialty Equipment for the Riverdale Animal Shelter
(File approved by ELT)
- 7.** Resolution Approving an Agreement between Adams County and JCOR Mechanical, Inc., for the Detention Facility Module "A" Sanitary Sewer Replacement
(File approved by ELT)
- 8.** Resolution Approving Amendment One to the Agreement with Roth Sheppard Architects, LLP, for Design Services for the Coroner's Facility Improvements
(File approved by ELT)

9. Resolution Approving an Agreement between Adams County and Saunders Construction, LLC, for the Government Center Space Utilization Project
(File approved by ELT)
10. Resolution Approving Amendment Two to the Agreement between Adams County and K&H Election Services for Ballot Printing and Mailing Services
(File approved by ELT)
11. Resolution Approving Amendment One to the Agreement between Adams County and Shoco Oil Company Inc., d.b.a. Sam Hill Oil to Provide Fuel Services
(File approved by ELT)
12. Resolution Approving an Agreement between Adams County and Communication Construction & Engineering, Inc., for the South Parks Fiber Project
(File approved by ELT)
13. Resolution Approving the Agreement between Adams County and Drexel, Barrell & Co., for the Broadway and 62nd Avenue Drainage Improvements Project
(File approved by ELT)

B. COUNTY ATTORNEY

8. Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(e) for the Purpose of Advising Negotiators Regarding Tax Incentives

9. Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(b) and (e) for the Purpose of Receiving Legal Advice and Instructing Negotiators Regarding Workers' Compensation Settlement

10. Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(b) and (e) for the Purpose of Receiving Legal Advice and Instructing Negotiators Regarding Mann Lakes Agreement

11. LAND USE HEARINGS

A. Cases to be Heard

1. PLT2019-00015 Red Central Industrial Subdivision, Filing No. 2
(File approved by ELT)
2. RCU2019-00048 Fabrizio Acres
(File approved by ELT)
3. PLN2019-00014 Fall 2019 Regulation Amendments
(File approved by ELT)

12. ADJOURNMENT

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE

County of Adams
Net Warrant by Fund Summary

Fund Number	Fund Description	Amount
1	General Fund	1,085,015.40
4	Capital Facilities Fund	130,927.30
5	Golf Course Enterprise Fund	14,781.01
6	Equipment Service Fund	174,289.90
13	Road & Bridge Fund	4,702,629.22
19	Insurance Fund	698,843.54
28	Open Space Sales Tax Fund	6,346.14
31	Head Start Fund	1,644.40
35	Workforce & Business Center	162.70
43	Colorado Air & Space Port	34,407.49
50	FLATROCK Facility Fund	3,349.29
		<u>6,852,396.39</u>

Net Warrants by Fund Detail

1General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00005627	871361	EVANS CONSULTING	11/12/19	210.00
00005628	536294	G SQUARED DESIGN LLC	11/13/19	28,406.81
00005631	930057	RETANA RAMON	11/13/19	716.00
00005632	37193	CINA & CINA FORENSIC CONSULTIN	11/14/19	17,000.00
00005635	373974	HOLMES DAWN B	11/14/19	4,100.00
00743523	13593	KAISER PERMANENTE	11/13/19	9,650.00
00743527	46792	SECURE HORIZONS	11/13/19	1,650.00
00743529	410759	ABC LEGAL SERVICES	11/13/19	19.00
00743530	35974	ADAMS COUNTY TREASURER	11/13/19	53.51
00743531	433987	ADCO DISTRICT ATTORNEY'S OFFIC	11/13/19	854.28
00743532	936362	ALPHONSE BELINDA SMITH	11/13/19	200.00
00743533	786384	ALTITUDE COMMUNITY LAW	11/13/19	38.00
00743534	673295	BODIE ENGER LAW TRUST	11/13/19	19.00
00743535	923749	BRADFORD, SHAYLEE	11/13/19	125.00
00743536	936578	BRUNNER JEREMY	11/13/19	19.00
00743537	923759	BURNEY, VIVIAN	11/13/19	125.00
00743538	936575	CARRILLO ESTHER	11/13/19	38.00
00743545	936572	CHARTER DRYWALL DENVER INC	11/13/19	19.00
00743547	6331	COLO ASSESSORS ASSN	11/13/19	115.00
00743550	936594	COURTNEY TIMOTHY	11/13/19	19.00
00743551	936580	CRANE ROSELAND MELLING PC	11/13/19	19.00
00743552	937324	DEVORE CHERYL	11/13/19	100.00
00743553	805784	DHISPANOS INC	11/13/19	19.00
00743554	510586	EGAN PRINTING CO	11/13/19	985.00
00743555	381914	EZ MESSENGER	11/13/19	19.00
00743556	725739	EZ MESSENGER	11/13/19	38.00
00743557	936576	FINANCE SYSTEM OF RICHMOND	11/13/19	19.00
00743558	923838	GOSS, CHEYANNE	11/13/19	125.00
00743559	438625	GOVERNOR'S OFFICE OF IT	11/13/19	2,237.22
00743560	565398	GREER, AMY	11/13/19	2,287.50
00743561	936599	HARNISH SIERRA LYNN	11/13/19	19.00
00743562	936571	HATCHETT ALISHA	11/13/19	19.00
00743563	936602	HERNANDEZ POLLETE	11/13/19	19.00
00743564	358482	HOLST AND BOETTCHER	11/13/19	19.00
00743565	936601	JOHNSON RAYMOND P	11/13/19	19.00
00743566	936600	KAISER KRISTOPHER PAUL	11/13/19	19.00

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>
00743567	923901	LEGNER, ADDISON	11/13/19	22.00
00743568	759367	LEGNER, ARIEL	11/13/19	21.00
00743570	936606	LUERA KIMBERLY CAROLE	11/13/19	19.00
00743571	381372	MACHOL & JOHANNES, LLC	11/13/19	19.00
00743572	938485	MARLY SHEILA	11/13/19	75.00
00743573	871154	MEI TOTAL ELEVATOR SOLUTIONS	11/13/19	993.00
00743574	38974	MINUTEMAN PRESS-BRIGHTON	11/13/19	3,673.82
00743575	342200	MOORE LAW GROUP, APC	11/13/19	19.00
00743576	936603	ORTIZ FLORES JAVIER	11/13/19	19.00
00743577	936611	OSCKEL DENNIS	11/13/19	19.00
00743579	936597	PHARES JENNIFER SUE	11/13/19	19.00
00743580	181778	POST ERIN	11/13/19	250.00
00743581	669054	PROVEST LITIGATION SERVICES	11/13/19	19.00
00743582	936607	ROBBINS SALOMON AND PATT LTD	11/13/19	19.00
00743583	923983	ROSELL, CALVIN	11/13/19	125.00
00743584	936609	RUBIN LUBLIN LLC	11/13/19	210.00
00743585	226456	SIMON HARRY L	11/13/19	19.00
00743586	936327	SONNEMAN ADELAIDE ROMO	11/13/19	125.00
00743587	936330	SONNEMAN CHARLIE ROMO	11/13/19	125.00
00743588	71946	SPRINGMAN, BRADEN, WILSON & PO	11/13/19	19.00
00743589	5916	STANLEY ACCESS TECH LLC	11/13/19	1,601.69
00743590	936612	STARKE JAMES	11/13/19	19.00
00743592	686895	STOGSDILL SHANNA	11/13/19	1,039.50
00743593	936570	STOREY NICHOLAS J	11/13/19	19.00
00743594	278403	SUMMIT VIEW SOLUTIONS LLC	11/13/19	72.00
00743596	270589	TOP HAT FILE AND SERVE	11/13/19	19.00
00743597	936596	UBANDA LUNA ADAN ENRIQUE	11/13/19	19.00
00743598	937071	VANSKIKE RANDY	11/13/19	25.00
00743599	28574	VERIZON WIRELESS	11/13/19	303.66
00743600	23977	VINCI LAW OFFICE	11/13/19	15.00
00743601	544338	WESTAR REAL PROPERTY SERVICES	11/13/19	5,347.79
00743602	936026	WHITLOCK JOLENE	11/13/19	202.00
00743603	840676	WROCK LLC	11/13/19	66.00
00743604	936610	ZENTNER BRIE B	11/13/19	19.00
00743605	936126	ABSORB SOFTWARE INC	11/15/19	14,740.00
00743608	91631	ADAMSON POLICE PRODUCTS	11/15/19	255.00

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>
00743609	433987	ADCO DISTRICT ATTORNEY'S OFFIC	11/15/19	330.77
00743611	12012	ALSCO AMERICAN INDUSTRIAL	11/15/19	20.71
00743612	786384	ALTITUDE COMMUNITY LAW	11/15/19	19.00
00743613	322973	ARMORED KNIGHTS INC	11/15/19	3,398.92
00743615	43744	AUTOMATED BUILDING SOLUTIONS I	11/15/19	81,745.00
00743617	3020	BENNETT TOWN OF	11/15/19	76.12
00743618	2914	BOB BARKER COMPANY	11/15/19	21,777.53
00743619	673295	BODIE ENGER LAW TRUST	11/15/19	81.00
00743620	13160	BRIGHTON CITY OF (WATER)	11/15/19	12,468.33
00743621	13160	BRIGHTON CITY OF (WATER)	11/15/19	4,187.83
00743623	134733	CASA	11/15/19	2,000.00
00743624	491853	CENTER POINT ENERGY SERVICES R	11/15/19	4,317.46
00743625	491853	CENTER POINT ENERGY SERVICES R	11/15/19	435.73
00743626	491853	CENTER POINT ENERGY SERVICES R	11/15/19	816.86
00743627	491853	CENTER POINT ENERGY SERVICES R	11/15/19	143.27
00743628	37266	CENTURY LINK	11/15/19	88.99
00743629	647801	CML SECURITY LLC	11/15/19	13,333.33
00743630	99357	COLO MEDICAL WASTE INC	11/15/19	962.00
00743633	252174	COLORADO COMMUNITY MEDIA	11/15/19	63,566.00
00743634	612089	COMMERCIAL CLEANING SYSTEMS	11/15/19	75,810.08
00743636	13049	COMMUNITY REACH CENTER	11/15/19	5,220.84
00743637	810159	CORHIO	11/15/19	300.00
00743638	938736	COSTANZA STEVE	11/15/19	19.00
00743639	491307	CREDIT SERVICE COMPANY	11/15/19	19.00
00743641	784149	DC APPRAISERS	11/15/19	3,375.00
00743642	163136	DEEP ROCK WATER	11/15/19	100.42
00743643	564091	DENTONS US LLP	11/15/19	36,000.00
00743644	938731	DOLAN AND ZIMMERMAN	11/15/19	19.00
00743645	13891	DSD CIVIL DENVER COUNTY SHERIF	11/15/19	36.65
00743646	13891	DSD CIVIL DENVER COUNTY SHERIF	11/15/19	42.70
00743647	36884	EMBRY SANDRA	11/15/19	27.00
00743650	47723	FEDEX	11/15/19	19.48
00743652	671123	FOUND MY KEYS	11/15/19	1,741.50
00743653	426777	FRANCY LAW FIRM	11/15/19	38.00
00743654	12689	GALLS LLC	11/15/19	8,166.34
00743655	783632	GAM ENTERPRISES INC	11/15/19	7,042.81

Net Warrants by Fund Detail

1General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00743656	294059	GROUNDS SERVICE COMPANY	11/15/19	97.00
00743658	937716	HARMON STEPHANIE J	11/15/19	146.25
00743659	709534	HARROD CANDACE MD	11/15/19	452.25
00743660	699829	HILL'S PET NUTRITION SALES INC	11/15/19	538.20
00743661	358482	HOLST AND BOETTCHER	11/15/19	19.00
00743662	938726	HOSLER JUSTIN	11/15/19	138.00
00743663	79260	IDEXX DISTRIBUTION INC	11/15/19	357.63
00743664	675514	IMPROVEMENT ASSURANCE GROUP	11/15/19	3,500.00
00743665	32276	INSIGHT PUBLIC SECTOR	11/15/19	20,625.00
00743666	13565	INTERMOUNTAIN REA	11/15/19	27.31
00743667	925486	J RAMOS ASSOCIATES LLC	11/15/19	2,750.00
00743668	77611	KD SERVICE GROUP	11/15/19	6,070.08
00743669	938730	KIESE LIZZA	11/15/19	19.00
00743670	485045	KORBY LANDSCAPE LLC	11/15/19	8,030.83
00743671	40843	LANGUAGE LINE SERVICES	11/15/19	774.08
00743672	13906	LARIMER COUNTY SHERIFF	11/15/19	25.40
00743674	51274	MCDONALD YONG HUI V	11/15/19	4,890.00
00743675	938728	MCINTOSH TONYA	11/15/19	66.00
00743678	13719	MORGAN COUNTY REA	11/15/19	125.12
00743679	745674	MR REPAIR INC	11/15/19	48.00
00743680	93018	MURPHY RICK	11/15/19	4,574.30
00743681	936389	MURRAY & DAMSCHEN P C	11/15/19	150.00
00743682	13591	MWI VETERINARY SUPPLY CO	11/15/19	2,588.06
00743683	32509	NCS PEARSON INC	11/15/19	389.50
00743684	13774	NORTH PECOS WATER & SANITATION	11/15/19	50.19
00743685	669732	PATTERSON VETERINARY SUPPLY IN	11/15/19	606.08
00743687	12691	PEARL COUNSELING ASSOCIATES	11/15/19	6,396.00
00743688	910693	PERFORMANCE CONSTRUCTION	11/15/19	34,183.50
00743689	196802	PHASE 2 COMPANY	11/15/19	580.00
00743690	720230	PHILLIPS PET FOOD & SUPPLIES	11/15/19	605.40
00743691	176327	PITNEY BOWES	11/15/19	1,239.21
00743692	689567	POORT MICHAEL	11/15/19	66.00
00743694	725956	PRUDENTIAL OVERALL SUPPLY	11/15/19	55.28
00743695	837076	PSYCHOLOGICAL DIMENSIONS	11/15/19	4,400.00
00743696	263724	RED HAWK FIRE & SECURITY	11/15/19	2,513.24
00743697	430098	REPUBLIC SERVICES #535	11/15/19	6,132.18

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>
00743698	100521	RESLING REPORTING SERVICES	11/15/19	513.70
00743700	422902	ROADRUNNER PHARMACY INCORPORAT	11/15/19	392.26
00743701	938647	ROSA SURVIVAL TRAINING LLC	11/15/19	185.00
00743702	472626	SAFEWARE INC	11/15/19	4,663.35
00743703	16237	SAM HILL OIL INC	11/15/19	248.35
00743705	574170	SCHULTZ PUBLIC AFFAIRS LLC	11/15/19	4,333.33
00743706	669061	SCL HEALTH	11/15/19	473.00
00743707	10449	SIR SPEEDY	11/15/19	76.88
00743709	33604	STATE OF COLORADO	11/15/19	4,038.15
00743711	13949	STRASBURG SANITATION	11/15/19	346.09
00743712	599714	SUMMIT FOOD SERVICE LLC	11/15/19	90,397.61
00743714	734694	THE DUPONT LAW FIRM	11/15/19	36.00
00743716	682196	THOMSON REUTERS	11/15/19	348.00
00743717	37005	TOSHIBA BUSINESS SOLUTIONS	11/15/19	7,278.90
00743718	38221	TRANE US INC	11/15/19	4,455.00
00743719	1094	TRI COUNTY HEALTH DEPT	11/15/19	302,923.66
00743720	122804	TRUE POINT LLC	11/15/19	5,445.00
00743721	666214	TYGRETT DEBRA R	11/15/19	310.00
00743722	240959	UNITED HEALTHCARE	11/15/19	8,100.00
00743726	1007	UNITED POWER (UNION REA)	11/15/19	6,453.56
00743727	1007	UNITED POWER (UNION REA)	11/15/19	681.38
00743728	1007	UNITED POWER (UNION REA)	11/15/19	96.33
00743729	1007	UNITED POWER (UNION REA)	11/15/19	106.10
00743730	1007	UNITED POWER (UNION REA)	11/15/19	44.82
00743731	1007	UNITED POWER (UNION REA)	11/15/19	1,120.82
00743732	1007	UNITED POWER (UNION REA)	11/15/19	19,028.57
00743733	1007	UNITED POWER (UNION REA)	11/15/19	64.96
00743734	1007	UNITED POWER (UNION REA)	11/15/19	563.39
00743735	1007	UNITED POWER (UNION REA)	11/15/19	8,044.02
00743740	20730	UNITED STATES POSTAL SERVICE	11/15/19	215.46
00743741	725336	US CORRECTIONS LLC	11/15/19	5,509.00
00743742	938729	VECSEI HARROLD NIKOLETTA	11/15/19	19.00
00743743	28617	VERIZON WIRELESS	11/15/19	3,046.55
00743744	23977	VINCI LAW OFFICE	11/15/19	19.00
00743745	13922	WELD COUNTY SHERIFF	11/15/19	66.00
00743746	46796	WESTMINSTER CITY OF	11/15/19	6,097.00

Net Warrants by Fund Detail

1General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00743748	218556	WILLIAMS REGINA K	11/15/19	3,600.00
00743749	737980	WOLD ARCHITECTS AND ENGINEERS	11/15/19	6,891.26
00743751	13822	XCEL ENERGY	11/15/19	155.98
00743752	13822	XCEL ENERGY	11/15/19	250.49
00743753	13822	XCEL ENERGY	11/15/19	63.28
00743754	13822	XCEL ENERGY	11/15/19	3,211.69
00743755	13822	XCEL ENERGY	11/15/19	1,128.95
00743756	13822	XCEL ENERGY	11/15/19	270.81
00743757	13822	XCEL ENERGY	11/15/19	285.73
00743758	13822	XCEL ENERGY	11/15/19	99.04
00743759	13822	XCEL ENERGY	11/15/19	90.75
00743760	13822	XCEL ENERGY	11/15/19	3,783.61
00743761	13822	XCEL ENERGY	11/15/19	7,563.50
00743762	13822	XCEL ENERGY	11/15/19	7,440.41
00743763	13822	XCEL ENERGY	11/15/19	282.45
00743764	13822	XCEL ENERGY	11/15/19	138.17
00743765	938727	ZENG MIAOJUAN	11/15/19	19.00
00743766	678293	ZOE TRAINING & CONSULTING	11/15/19	4,113.50
Fund Total				1,085,015.40

County of Adams
Net Warrants by Fund Detail

4 Capital Facilities Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00005629	536294	G SQUARED DESIGN LLC	11/13/19	113,627.22
00743640	798606	D2C ARCHITECTS INC	11/15/19	11,738.98
00743750	737980	WOLD ARCHITECTS AND ENGINEERS	11/15/19	5,561.10
Fund Total				130,927.30

County of Adams
Net Warrants by Fund Detail

<u>5</u>		<u>Golf Course Enterprise Fund</u>			
<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>	
00005636	6177	PROFESSIONAL RECREATION MGMT I	11/14/19	9,964.48	
00743676	938872	MHI SERVICE INC	11/15/19	3,454.53	
00743713	66264	SYSTEMS GROUP	11/15/19	1,362.00	
Fund Total				14,781.01	

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>
00743607	23962	ACS MANAGEMENT LLC	11/15/19	7,800.00
00743616	796846	BEARCOM	11/15/19	81,690.44
00743649	346750	FACTORY MOTOR PARTS	11/15/19	8,062.04
00743657	483393	H2O POWER EQUIPMENT	11/15/19	12,141.00
00743693	324769	PRECISE MRM LLC	11/15/19	5,520.00
00743704	16237	SAM HILL OIL INC	11/15/19	54,531.32
00743715	790907	THE GOODYEAR TIRE AND RUBBER C	11/15/19	1,831.22
00743747	350373	WEX BANK	11/15/19	2,713.88
Fund Total				174,289.90

County of Adams
Net Warrants by Fund Detail

13	Road & Bridge Fund				
	Warrant	Supplier No	Supplier Name	Warrant Date	Amount
	00005630	362129	MARTIN MARIETTA MATERIALS INC	11/13/19	4,626,981.93
	00743648	873559	EST INC	11/15/19	58,648.11
	00743708	173676	STANTEC CONSULTING CORPORATION	11/15/19	16,999.18
	Fund Total				4,702,629.22

Net Warrants by Fund Detail

19**Insurance Fund**

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00005634	423439	DELTA DENTAL OF COLO	11/14/19	29,003.17
00005637	37223	UNITED HEALTH CARE INSURANCE C	11/14/19	101,506.49
00005638	37223	UNITED HEALTH CARE INSURANCE C	11/14/19	208,608.10
00743524	13593	KAISER PERMANENTE	11/13/19	85,565.90
00743525	13593	KAISER PERMANENTE	11/13/19	1,665.50
00743526	13593	KAISER PERMANENTE	11/13/19	3,137.30
00743528	46792	SECURE HORIZONS	11/13/19	18,123.20
00743606	13018	ACE EQUIPMENT AND SUPPLY CO	11/15/19	7,800.34
00743622	419839	CAREHERE LLC	11/15/19	58,030.23
00743631	2157	COLO OCCUPATIONAL MEDICINE PHY	11/15/19	268.00
00743632	13297	COLO STATE TREASURER	11/15/19	100,267.88
00743651	182042	FIT SOLDIERS LLC	11/15/19	4,023.00
00743673	855793	LOCKTON COMPANIES	11/15/19	10,000.00
00743677	38974	MINUTEMAN PRESS-BRIGHTON	11/15/19	15,098.13
00743686	215754	PEAK FORM PROFESSIONAL LLC	11/15/19	190.00
00743723	37507	UNITED HEALTHCARE	11/15/19	3,031.60
00743724	240958	UNITED HEALTHCARE	11/15/19	15,004.40
00743725	240959	UNITED HEALTHCARE	11/15/19	37,520.30
Fund Total				698,843.54

County of Adams
Net Warrants by Fund Detail

<u>28</u>		<u>Open Space Sales Tax Fund</u>			
<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>	
00743699	881762	RICARDO FLORES MAGON ACADEMY	11/15/19	6,346.14	
Fund Total				6,346.14	

Net Warrants by Fund Detail

31Head Start Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00743539	37266	CENTURY LINK	11/13/19	412.97
00743540	37266	CENTURY LINK	11/13/19	107.98
00743541	37266	CENTURY LINK	11/13/19	132.69
00743542	37266	CENTURY LINK	11/13/19	378.13
00743543	37266	CENTURY LINK	11/13/19	132.63
00743548	2157	COLO OCCUPATIONAL MEDICINE PHY	11/13/19	160.00
00743549	2157	COLO OCCUPATIONAL MEDICINE PHY	11/13/19	320.00
Fund Total				1,644.40

County of Adams
Net Warrants by Fund Detail

35 Workforce & Business Center

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00743544	152461	CENTURYLINK	11/13/19	92.70
00743569	937358	LUCERO CONNER L	11/13/19	40.00
00743578	584504	PENA-GUTIERREZ SAUL	11/13/19	20.00
00743591	937361	STEELE ABIGAIL P	11/13/19	10.00
Fund Total				162.70

County of Adams
Net Warrants by Fund Detail

43 Colorado Air & Space Port

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00005633	709816	CITY SERVICEVALCON LLC	11/14/19	26,340.33
00743546	852482	CLEARWAY ENERGY GROUP LLC	11/13/19	3,180.44
00743595	93074	SYSCO DENVER	11/13/19	1,009.30
00743610	88281	ALBERTS WATER & WASTEWATER SER	11/15/19	3,300.00
00743614	322973	ARMORED KNIGHTS INC	11/15/19	577.42
Fund Total				34,407.49

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>
00743635	612089	COMMERCIAL CLEANING SYSTEMS	11/15/19	1,430.24
00743710	33604	STATE OF COLORADO	11/15/19	6.93
00743736	1007	UNITED POWER (UNION REA)	11/15/19	49.22
00743737	1007	UNITED POWER (UNION REA)	11/15/19	163.65
00743738	1007	UNITED POWER (UNION REA)	11/15/19	131.06
00743739	1007	UNITED POWER (UNION REA)	11/15/19	1,568.19
Fund Total				<hr/> 3,349.29

County of Adams
Net Warrants by Fund Detail

Grand Total 6,852,396.39

County of Adams
Vendor Payment Report

<u>99809</u>	<u>All Ofc Shared no SS</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	CENTURYLINK	00035	964103	351350	11/06/19	92.70
					Account Total	92.70
					Department Total	92.70

County of Adams
Vendor Payment Report

<u>2051</u>	<u>ANS - Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Animal Control/Shelter					
	ALPHONSE BELINDA SMITH	00001	964353	351655	11/07/19	200.00
	DEVORE CHERYL	00001	964355	351655	11/07/19	100.00
	MARLY, SHEILA	00001	964361	351670	11/07/19	75.00
	VANSKIKE RANDY	00001	964354	351655	11/07/19	25.00
					Account Total	400.00
					Department Total	400.00

County of Adams
Vendor Payment Report

<u>3064</u>	<u>Building Safety</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Permits					
	RETANA RAMON	00001	963062	350231	10/22/19	716.00
					Account Total	716.00
					Department Total	716.00

County of Adams
Vendor Payment Report

1074	CA- Risk Management	Fund	Voucher	Batch No	GL Date	Amount
	Safety-Drug & AI Test/Med Cert					
	COLO OCCUPATIONAL MEDICINE PHY	00019	963983	351188	11/04/19	268.00
	PEAK FORM PROFESSIONAL LLC	00019	963970	351188	11/04/19	95.00
	PEAK FORM PROFESSIONAL LLC	00019	963971	351188	11/04/19	95.00
					Account Total	458.00
					Department Total	458.00

County of Adams
Vendor Payment Report

<u>1044</u>	<u>CA- SS Dependency/Neglect</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	TOSHIBA BUSINESS SOLUTIONS	00001	963976	351188	11/04/19	96.80
					Account Total	96.80
					Department Total	96.80

County of Adams
Vendor Payment Report

<u>4306</u>	<u>Cafe</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Snack Bar Supplies					
	SYSCO DENVER	00043	964140	351377	11/06/19	1,009.30
					Account Total	1,009.30
					Department Total	1,009.30

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					
	D2C ARCHITECTS INC	00004	964703	352130	11/14/19	3,598.14
	D2C ARCHITECTS INC	00004	964704	352130	11/14/19	8,140.84
	G SQUARED DESIGN LLC	00004	964532	351969	11/13/19	113,627.22
	WOLD ARCHITECTS AND ENGINEERS	00004	964769	352199	11/15/19	5,261.10
	WOLD ARCHITECTS AND ENGINEERS	00004	964770	352199	11/15/19	300.00
					Account Total	130,927.30
					Department Total	130,927.30

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>
	Gas & Electricity					
	CLEARWAY ENERGY GROUP LLC	00043	964136	351377	11/06/19	1,255.05
	CLEARWAY ENERGY GROUP LLC	00043	964137	351377	11/06/19	783.49
	CLEARWAY ENERGY GROUP LLC	00043	964138	351377	11/06/19	573.92
	CLEARWAY ENERGY GROUP LLC	00043	964139	351377	11/06/19	567.98
					Account Total	3,180.44
					Department Total	3,180.44

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>
	Maintenance Contracts					
	RED HAWK FIRE & SECURITY	00001	964419	351766	11/08/19	2,513.24
					Account Total	2,513.24
	Operating Supplies					
	ALSCO AMERICAN INDUSTRIAL	00001	964418	351766	11/08/19	20.71
					Account Total	20.71
					Department Total	2,533.95

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>
	Received not Vouchered Clrg					
	ALBERTS WATER & WASTEWATER SER	00043	964606	352094	11/14/19	3,300.00
	ARMORED KNIGHTS INC	00043	964695	352130	11/14/19	577.42
	CITY SERVICEVALCON LLC	00043	964598	352077	11/14/19	20,607.31
	CITY SERVICEVALCON LLC	00043	964598	352077	11/14/19	5,733.02
					Account Total	30,217.75
					Department Total	30,217.75

County of Adams
Vendor Payment Report

<u>1041</u>	<u>County Assessor</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Assessors Fees					
	ADAMS COUNTY TREASURER	00001	964220	351616	11/07/19	53.51
					Account Total	53.51
	Education & Training					
	COLO ASSESSORS ASSN	00001	964240	351622	11/07/19	115.00
					Account Total	115.00
					Department Total	168.51

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>
	Books					
	THOMSON REUTERS	00001	963973	351188	11/04/19	348.00
					Account Total	348.00
	Consultant Services					
	DC APPRAISERS	00001	963979	351188	11/04/19	3,375.00
	WILLIAMS REGINA K	00001	963974	351188	11/04/19	3,600.00
					Account Total	6,975.00
	Court Reporting Transcripts					
	RESLING REPORTING SERVICES	00001	963975	351188	11/04/19	513.70
					Account Total	513.70
	Other Professional Serv					
	DSD CIVIL DENVER COUNTY SHERIF	00001	963977	351188	11/04/19	36.65
	DSD CIVIL DENVER COUNTY SHERIF	00001	963978	351188	11/04/19	42.70
	LARIMER COUNTY SHERIFF	00001	963972	351188	11/04/19	25.40
	WELD COUNTY SHERIFF	00001	963980	351188	11/04/19	66.00
					Account Total	170.75
					Department Total	8,007.45

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	964358	351666	11/07/19	17,000.00
	HOLMES DAWN B	00001	964417	351765	11/08/19	4,100.00
					Account Total	21,100.00
	Other Professional Serv					
	COLO MEDICAL WASTE INC	00001	962377	349408	10/10/19	962.00
	FEDEX	00001	962376	349408	10/10/19	19.48
	LANGUAGE LINE SERVICES	00001	962375	349408	10/10/19	15.58
	MR REPAIR INC	00001	962378	349408	10/10/19	48.00
	SCL HEALTH	00001	962381	349412	10/10/19	473.00
					Account Total	1,518.06
	Subscrip/Publications					
	CORHIO	00001	962374	349408	10/10/19	300.00
					Account Total	300.00
					Department Total	22,918.06

County of Adams
Vendor Payment Report

<u>1031</u>	<u>County Treasurer</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Advertising					
	COLORADO COMMUNITY MEDIA	00001	964119	351355	11/06/19	63,566.00
					Account Total	63,566.00
	Other Professional Serv					
	EVANS CONSULTING	00001	963302	350624	10/28/19	831.25-
	EVANS CONSULTING	00001	960344	347317	09/16/19	393.75
	EVANS CONSULTING	00001	963308	350631	10/28/19	647.50
					Account Total	210.00
					Department Total	63,776.00

County of Adams
Vendor Payment Report

<u>1052</u>	<u>Criminal & Social Justice CC</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Travel & Transportation					
	JOLENE WHITLOCK	00001	964091	351306	11/05/19	202.00
					Account Total	202.00
					Department Total	202.00

County of Adams
Vendor Payment Report

<u>1051</u>	<u>District Attorney</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Contract Employment					
	GREER, AMY	00001	964131	351365	11/06/19	2,287.50
					Account Total	2,287.50
	Court Reporting Transcripts					
	EMBRY SANDRA	00001	964469	351886	11/12/19	27.00
	HARMON STEPHANIE J	00001	964593	351886	11/12/19	146.25
					Account Total	173.25
	Other Communications					
	GOVERNOR'S OFFICE OF IT	00001	964128	351365	11/06/19	2,237.22
					Account Total	2,237.22
	Other Professional Serv					
	HARROD CANDACE MD	00001	964594	351886	11/12/19	452.25
					Account Total	452.25
	Witness Fees					
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	964595	351886	11/12/19	117.31
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	964595	351886	11/12/19	79.48
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	964595	351886	11/12/19	49.25
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	964595	351886	11/12/19	84.75
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	964127	351365	11/06/19	232.33
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	964127	351365	11/06/19	94.28
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	964127	351365	11/06/19	24.46
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	964127	351365	11/06/19	168.41
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	964127	351365	11/06/19	334.55
					Account Total	1,184.82
					Department Total	6,335.04

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	964607	352094	11/14/19	3,900.00
	ACS MANAGEMENT LLC	00006	964608	352094	11/14/19	3,900.00
	BEARCOM	00006	964680	352094	11/14/19	19,446.00
	BEARCOM	00006	964680	352094	11/14/19	2,860.00
	BEARCOM	00006	964682	352094	11/14/19	19,446.00
	BEARCOM	00006	964682	352094	11/14/19	2,860.00
	BEARCOM	00006	964684	352094	11/14/19	19,446.00
	BEARCOM	00006	964684	352094	11/14/19	2,860.00
	BEARCOM	00006	964685	352094	11/14/19	14,772.44
	FACTORY MOTOR PARTS	00006	964621	352094	11/14/19	8,062.04
	H2O POWER EQUIPMENT	00006	964714	352199	11/15/19	6,070.50
	H2O POWER EQUIPMENT	00006	964715	352199	11/15/19	6,070.50
	PRECISE MRM LLC	00006	964648	352094	11/14/19	5,520.00
	SAM HILL OIL INC	00006	964656	352094	11/14/19	8,078.72
	SAM HILL OIL INC	00006	964657	352094	11/14/19	68.30
	SAM HILL OIL INC	00006	964673	352094	11/14/19	557.51
	SAM HILL OIL INC	00006	964674	352094	11/14/19	922.07
	SAM HILL OIL INC	00006	964675	352094	11/14/19	18,435.44
	SAM HILL OIL INC	00006	964676	352094	11/14/19	24,101.85
	SAM HILL OIL INC	00006	964677	352094	11/14/19	2,367.41
	SAM HILL OIL INC	00006	964677	352094	11/14/19	.02
	THE GOODYEAR TIRE AND RUBBER C	00006	964625	352094	11/14/19	1,627.22
	THE GOODYEAR TIRE AND RUBBER C	00006	964626	352094	11/14/19	204.00
	WEX BANK	00006	964773	352219	11/15/19	2,713.88
					Account Total	174,289.90
					Department Total	174,289.90

County of Adams
Vendor Payment Report

<u>9243</u>	<u>Extension - Family & Consumer</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00001	964063	351286	11/05/19	41.15
					Account Total	41.15
					Department Total	41.15

County of Adams
Vendor Payment Report

<u>9240</u>	<u>Extension - Horticulture</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00001	964063	351286	11/05/19	41.15
					Account Total	41.15
					Department Total	41.15

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>
	Operating Supplies					
	POST ERIN	00001	964054	351286	11/05/19	250.00
	SUMMIT VIEW SOLUTIONS LLC	00001	964061	351286	11/05/19	72.00
					Account Total	322.00
	Other Communications					
	VERIZON WIRELESS	00001	964063	351286	11/05/19	41.15
	VERIZON WIRELESS	00001	964063	351286	11/05/19	41.15
	VERIZON WIRELESS	00001	964063	351286	11/05/19	41.15
					Account Total	123.45
					Department Total	445.45

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>
	Other Communications					
	VERIZON WIRELESS	00001	964063	351286	11/05/19	97.91
					Account Total	97.91
					Department Total	97.91

County of Adams
Vendor Payment Report

<u>5025</u>	<u>Facilities Club House Maint.</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	MHI SERVICE INC	00005	964535	351970	11/13/19	3,454.53
	SYSTEMS GROUP	00005	964536	351970	11/13/19	1,362.00
					Account Total	4,816.53
					Department Total	4,816.53

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	964399	351760	11/08/19	7.11
					Account Total	7.11
	Received not Vouchered Clrg					
	COMMERCIAL CLEANING SYSTEMS	00050	964611	352094	11/14/19	1,430.24
					Account Total	1,430.24
					Department Total	1,437.35

County of Adams
Vendor Payment Report

<u>1076</u>	<u>FO - Adams County Svc Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=10115	00001	964509	351959	10/30/19	143.27
					Account Total	143.27
	Water/Sewer/Sanitation					
	REPUBLIC SERVICES #535	00001	964555	351970	11/13/19	233.69
	REPUBLIC SERVICES #535	00001	964552	351970	11/13/19	22.26
					Account Total	255.95
					Department Total	399.22

County of Adams
Vendor Payment Report

<u>1091</u>	<u>FO - Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Rental					
	WESTAR REAL PROPERTY SERVICES	00001	964221	351618	11/07/19	5,347.79
					Account Total	5,347.79
	Gas & Electricity					
	Energy Cap Bill ID=10122	00001	964596	352068	10/21/19	138.17
					Account Total	138.17
	Printing External					
	SIR SPEEDY	00001	964470	351893	11/12/19	76.88
					Account Total	76.88
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=10114	00001	964512	351959	11/01/19	76.12
					Account Total	76.12
					Department Total	5,638.96

County of Adams
Vendor Payment Report

<u>1069</u>	<u>FO - Animal Shelter Maint.</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=10117	00001	964507	351959	10/30/19	435.73
					Account Total	435.73
	Water/Sewer/Sanitation					
	REPUBLIC SERVICES #535	00001	964547	351970	11/13/19	333.84
					Account Total	333.84
					Department Total	769.57

County of Adams
Vendor Payment Report

<u>1060</u>	<u>FO - Community Corrections</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=10119	00001	964506	351959	11/01/19	3,783.61
					Account Total	3,783.61
					Department Total	3,783.61

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>
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=10094	00001	964450	351881	11/01/19	4,187.83
	REPUBLIC SERVICES #535	00001	964545	351970	11/13/19	133.53
					Account Total	4,321.36
					Department Total	4,321.36

County of Adams
Vendor Payment Report

2090	FO - Flatrock Facility	Fund	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	Energy Cap Bill ID=10086	00050	964457	351881	10/30/19	49.22
	Energy Cap Bill ID=10099	00050	964458	351881	10/30/19	163.65
	Energy Cap Bill ID=10101	00050	964459	351881	10/30/19	131.06
	Energy Cap Bill ID=10102	00050	964460	351881	10/30/19	1,568.19
					Account Total	1,912.12
					Department Total	1,912.12

County of Adams
Vendor Payment Report

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<u>1077</u>	<u>FO - Government Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	MEI TOTAL ELEVATOR SOLUTIONS	00001	964224	351618	11/07/19	993.00
	PHASE 2 COMPANY	00001	964537	351970	11/13/19	580.00
	STANLEY ACCESS TECH LLC	00001	964223	351618	11/07/19	1,601.69
					Account Total	3,174.69
	Grounds Maintenance					
	REPUBLIC SERVICES #535	00001	964548	351970	11/13/19	583.40
					Account Total	583.40
	Water/Sewer/Sanitation					
	REPUBLIC SERVICES #535	00001	964544	351970	11/13/19	300.46
	REPUBLIC SERVICES #535	00001	964548	351970	11/13/19	302.70
					Account Total	603.16
					Department Total	4,361.25

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=10083	00001	964431	351881	10/22/19	63.28
	Energy Cap Bill ID=10084	00001	964432	351881	10/22/19	3,211.69
	Energy Cap Bill ID=10109	00001	964433	351881	10/30/19	1,128.95
					Account Total	4,403.92
	Water/Sewer/Sanitation					
	REPUBLIC SERVICES #535	00001	964538	351970	11/13/19	467.39
	REPUBLIC SERVICES #535	00001	964543	351970	11/13/19	166.92
					Account Total	634.31
					Department Total	5,038.23

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>
	Gas & Electricity					
	Energy Cap Bill ID=10118	00001	964510	351959	10/25/19	7,563.50
	Energy Cap Bill ID=10120	00001	964511	351959	10/25/19	7,440.41
					Account Total	15,003.91
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=10088	00001	964440	351881	10/17/19	3,386.79
	REPUBLIC SERVICES #535	00001	964542	351970	11/13/19	1,001.53
					Account Total	4,388.32
					Department Total	19,392.23

County of Adams
Vendor Payment Report

1071	FO - Justice Center	Fund	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	Energy Cap Bill ID=10116	00001	964508	351959	10/30/19	816.86
					Account Total	816.86
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=10104	00001	964434	351881	11/01/19	12,468.33
	REPUBLIC SERVICES #535	00001	964539	351970	11/13/19	100.15
	REPUBLIC SERVICES #535	00001	964541	351970	11/13/19	1,164.70
					Account Total	13,733.18
					Department Total	14,550.04

County of Adams
Vendor Payment Report

<u>1019</u>	<u>FO - Mailroom & Dock</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Postage & Freight					
	UNITED STATES POSTAL SERVICE	00001	964591	351983	11/13/19	215.46
					Account Total	215.46
					Department Total	215.46

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>
	Gas & Electricity					
	Energy Cap Bill ID=10082	00001	964441	351881	10/22/19	270.81
	Energy Cap Bill ID=10087	00001	964442	351881	10/30/19	6,453.56
	Energy Cap Bill ID=10090	00001	964443	351881	10/30/19	681.38
	Energy Cap Bill ID=10092	00001	964444	351881	10/30/19	96.33
	Energy Cap Bill ID=10095	00001	964445	351881	10/30/19	106.10
	Energy Cap Bill ID=10100	00001	964446	351881	10/30/19	44.82
	Energy Cap Bill ID=10103	00001	964447	351881	10/30/19	1,120.82
	Energy Cap Bill ID=10107	00001	964448	351881	10/22/19	285.73
	Energy Cap Bill ID=10108	00001	964449	351881	10/22/19	99.04
	Energy Cap Bill ID=10121	00001	964513	351959	10/28/19	282.45
					Account Total	9,441.04
					Department Total	9,441.04

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					
	REPUBLIC SERVICES #535	00001	964553	351970	11/13/19	166.92
					Account Total	166.92
					Department Total	166.92

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>
	Fuel, Gas & Oil					
	SAM HILL OIL INC	00001	964533	351970	11/13/19	248.35
					Account Total	248.35
	Gas & Electricity					
	Energy Cap Bill ID=10085	00001	964451	351881	10/22/19	90.75
	Energy Cap Bill ID=10089	00001	964452	351881	10/30/19	19,028.57
	Energy Cap Bill ID=10091	00001	964453	351881	10/30/19	64.96
	Energy Cap Bill ID=10096	00001	964454	351881	10/30/19	563.39
	Energy Cap Bill ID=10097	00001	964455	351881	10/30/19	8,044.02
	Energy Cap Bill ID=10111	00001	964456	351881	10/30/19	4,317.46
					Account Total	32,109.15
	Water/Sewer/Sanitation					
	REPUBLIC SERVICES #535	00001	964546	351970	11/13/19	133.54
	REPUBLIC SERVICES #535	00001	964540	351970	11/13/19	267.08
	REPUBLIC SERVICES #535	00001	964550	351970	11/13/19	270.00
					Account Total	670.62
					Department Total	33,028.12

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=10098	00001	964437	351881	10/18/19	27.31
	Energy Cap Bill ID=10110	00001	964438	351881	11/01/19	125.12
					Account Total	152.43
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=10106	00001	964439	351881	11/01/19	346.09
	REPUBLIC SERVICES #535	00001	964551	351970	11/13/19	16.69
					Account Total	362.78
					Department Total	515.21

County of Adams
Vendor Payment Report

<u>1072</u>	<u>FO - West Services Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=10093	00001	964435	351881	10/17/19	1,571.44
	Energy Cap Bill ID=10105	00001	964436	351881	10/17/19	1,138.77
	REPUBLIC SERVICES #535	00001	964549	351970	11/13/19	467.38
					Account Total	3,177.59
					Department Total	3,177.59

County of Adams
Vendor Payment Report

<u>1</u>	<u>General Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Cash Over/Short					
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	964127	351365	11/06/19	.25
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	964595	351886	11/12/19	.02-
					Account Total	.23
	Colorado Sales Tax Payable					
	STATE OF COLORADO	00001	964398	351760	11/08/19	4,154.66
					Account Total	4,154.66
	Received not Vouchered Clrg					
	ABSORB SOFTWARE INC	00001	964610	352094	11/14/19	14,740.00
	ADAMSON POLICE PRODUCTS	00001	964697	352130	11/14/19	135.00
	ADAMSON POLICE PRODUCTS	00001	964698	352130	11/14/19	120.00
	ARMORED KNIGHTS INC	00001	964713	352199	11/15/19	339.42
	ARMORED KNIGHTS INC	00001	964713	352199	11/15/19	339.42
	ARMORED KNIGHTS INC	00001	964713	352199	11/15/19	339.42
	ARMORED KNIGHTS INC	00001	964713	352199	11/15/19	339.42
	ARMORED KNIGHTS INC	00001	964713	352199	11/15/19	339.42
	ARMORED KNIGHTS INC	00001	964713	352199	11/15/19	339.42
	ARMORED KNIGHTS INC	00001	964713	352199	11/15/19	339.42
	ARMORED KNIGHTS INC	00001	964713	352199	11/15/19	339.42
	ARMORED KNIGHTS INC	00001	964696	352130	11/14/19	339.42
	ARMORED KNIGHTS INC	00001	964696	352130	11/14/19	68.83
	ARMORED KNIGHTS INC	00001	964696	352130	11/14/19	136.08
	ARMORED KNIGHTS INC	00001	964696	352130	11/14/19	68.83
	ARMORED KNIGHTS INC	00001	964696	352130	11/14/19	136.08
	ARMORED KNIGHTS INC	00001	964696	352130	11/14/19	68.83
	ARMORED KNIGHTS INC	00001	964696	352130	11/14/19	136.08
	ARMORED KNIGHTS INC	00001	964696	352130	11/14/19	68.83
	ARMORED KNIGHTS INC	00001	964696	352130	11/14/19	339.42
	AUTOMATED BUILDING SOLUTIONS I	00001	964604	352094	11/14/19	42,370.00
	AUTOMATED BUILDING SOLUTIONS I	00001	964605	352094	11/14/19	39,375.00
	BOB BARKER COMPANY	00001	964699	352130	11/14/19	11,996.25
	BOB BARKER COMPANY	00001	964700	352130	11/14/19	9,781.28
	CML SECURITY LLC	00001	964702	352130	11/14/19	13,333.33
	COMMERCIAL CLEANING SYSTEMS	00001	964612	352094	11/14/19	6,872.16
	COMMERCIAL CLEANING SYSTEMS	00001	964612	352094	11/14/19	4,233.97
	COMMERCIAL CLEANING SYSTEMS	00001	964612	352094	11/14/19	438.83
	COMMERCIAL CLEANING SYSTEMS	00001	964612	352094	11/14/19	713.60

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>
	COMMERCIAL CLEANING SYSTEMS	00001	964612	352094	11/14/19	720.72
	COMMERCIAL CLEANING SYSTEMS	00001	964612	352094	11/14/19	440.77
	COMMERCIAL CLEANING SYSTEMS	00001	964612	352094	11/14/19	3,038.42
	COMMERCIAL CLEANING SYSTEMS	00001	964612	352094	11/14/19	18,956.05
	COMMERCIAL CLEANING SYSTEMS	00001	964612	352094	11/14/19	1,383.43
	COMMERCIAL CLEANING SYSTEMS	00001	964612	352094	11/14/19	604.03
	COMMERCIAL CLEANING SYSTEMS	00001	964612	352094	11/14/19	833.78
	COMMERCIAL CLEANING SYSTEMS	00001	964612	352094	11/14/19	24,062.12
	COMMERCIAL CLEANING SYSTEMS	00001	964612	352094	11/14/19	1,705.17
	COMMERCIAL CLEANING SYSTEMS	00001	964612	352094	11/14/19	825.55
	COMMERCIAL CLEANING SYSTEMS	00001	964612	352094	11/14/19	4,424.89
	COMMERCIAL CLEANING SYSTEMS	00001	964612	352094	11/14/19	437.55
	COMMERCIAL CLEANING SYSTEMS	00001	964612	352094	11/14/19	1,621.25
	COMMERCIAL CLEANING SYSTEMS	00001	964612	352094	11/14/19	3,851.11
	COMMERCIAL CLEANING SYSTEMS	00001	964612	352094	11/14/19	646.68
	DENTONS US LLP	00001	964618	352094	11/14/19	12,000.00
	DENTONS US LLP	00001	964619	352094	11/14/19	12,000.00
	DENTONS US LLP	00001	964620	352094	11/14/19	12,000.00
	FOUND MY KEYS	00001	964623	352094	11/14/19	1,161.50
	FOUND MY KEYS	00001	964624	352094	11/14/19	580.00
	G SQUARED DESIGN LLC	00001	964531	351969	11/13/19	28,406.81
	GALLS LLC	00001	964705	352130	11/14/19	400.97
	GALLS LLC	00001	964720	352199	11/15/19	121.95
	GALLS LLC	00001	964721	352199	11/15/19	52.95
	GALLS LLC	00001	964722	352199	11/15/19	303.68
	GALLS LLC	00001	964723	352199	11/15/19	215.56
	GALLS LLC	00001	964724	352199	11/15/19	103.00
	GALLS LLC	00001	964725	352199	11/15/19	125.00
	GALLS LLC	00001	964727	352199	11/15/19	46.99
	GALLS LLC	00001	964728	352199	11/15/19	201.68
	GALLS LLC	00001	964729	352199	11/15/19	98.24
	GALLS LLC	00001	964730	352199	11/15/19	19.98
	GALLS LLC	00001	964731	352199	11/15/19	124.77
	GALLS LLC	00001	964732	352199	11/15/19	6,351.57
	GAM ENTERPRISES INC	00001	964733	352199	11/15/19	162.00
	GAM ENTERPRISES INC	00001	964734	352199	11/15/19	473.40

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>
	GAM ENTERPRISES INC	00001	964735	352199	11/15/19	247.38
	GAM ENTERPRISES INC	00001	964736	352199	11/15/19	175.50
	GAM ENTERPRISES INC	00001	964737	352199	11/15/19	5,714.98
	GAM ENTERPRISES INC	00001	964738	352199	11/15/19	269.55
	GROUND SERVICE COMPANY	00001	964718	352199	11/15/19	97.00
	HILL'S PET NUTRITION SALES INC	00001	964739	352199	11/15/19	266.80
	HILL'S PET NUTRITION SALES INC	00001	964739	352199	11/15/19	271.40
	IDEXX DISTRIBUTION INC	00001	964627	352094	11/14/19	357.63
	IMPROVEMENT ASSURANCE GROUP	00001	964740	352199	11/15/19	3,500.00
	INSIGHT PUBLIC SECTOR	00001	964636	352094	11/14/19	20,625.00
	J RAMOS ASSOCIATES LLC	00001	964653	352094	11/14/19	2,750.00
	KD SERVICE GROUP	00001	964761	352199	11/15/19	208.00
	KD SERVICE GROUP	00001	964762	352199	11/15/19	208.00
	KD SERVICE GROUP	00001	964742	352199	11/15/19	5,654.08
	KORBY LANDSCAPE LLC	00001	964637	352094	11/14/19	1,369.87
	KORBY LANDSCAPE LLC	00001	964637	352094	11/14/19	913.30
	KORBY LANDSCAPE LLC	00001	964637	352094	11/14/19	1,124.04
	KORBY LANDSCAPE LLC	00001	964637	352094	11/14/19	1,171.56
	KORBY LANDSCAPE LLC	00001	964637	352094	11/14/19	517.19
	KORBY LANDSCAPE LLC	00001	964637	352094	11/14/19	509.41
	KORBY LANDSCAPE LLC	00001	964637	352094	11/14/19	836.03
	KORBY LANDSCAPE LLC	00001	964637	352094	11/14/19	1,589.43
	MCDONALD YONG HUI V	00001	964744	352199	11/15/19	4,890.00
	MURPHY RICK	00001	964745	352199	11/15/19	3,097.10
	MURPHY RICK	00001	964745	352199	11/15/19	1,477.20
	MWI VETERINARY SUPPLY CO	00001	964638	352094	11/14/19	131.12
	MWI VETERINARY SUPPLY CO	00001	964639	352094	11/14/19	67.47
	MWI VETERINARY SUPPLY CO	00001	964640	352094	11/14/19	327.60
	MWI VETERINARY SUPPLY CO	00001	964641	352094	11/14/19	88.77
	MWI VETERINARY SUPPLY CO	00001	964642	352094	11/14/19	226.23
	MWI VETERINARY SUPPLY CO	00001	964643	352094	11/14/19	519.04
	MWI VETERINARY SUPPLY CO	00001	964644	352094	11/14/19	796.23
	MWI VETERINARY SUPPLY CO	00001	964645	352094	11/14/19	431.60
	NCS PEARSON INC	00001	964746	352199	11/15/19	389.50
	PATTERSON VETERINARY SUPPLY IN	00001	964649	352094	11/14/19	431.60
	PATTERSON VETERINARY SUPPLY IN	00001	964650	352094	11/14/19	174.48

Vendor Payment Report

<u>1</u>	<u>General Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	PEARL COUNSELING ASSOCIATES	00001	964747	352199	11/15/19	6,396.00
	PERFORMANCE CONSTRUCTION	00001	964647	352094	11/14/19	34,183.50
	PHILLIPS PET FOOD & SUPPLIES	00001	964748	352199	11/15/19	405.65
	PHILLIPS PET FOOD & SUPPLIES	00001	964748	352199	11/15/19	199.75
	PITNEY BOWES	00001	964651	352094	11/14/19	1,239.21
	PRUDENTIAL OVERALL SUPPLY	00001	964652	352094	11/14/19	55.28
	ROADRUNNER PHARMACY INCORPORAT	00001	964654	352094	11/14/19	152.86
	ROADRUNNER PHARMACY INCORPORAT	00001	964655	352094	11/14/19	239.40
	SAFEWARE INC	00001	964754	352199	11/15/19	833.34
	SAFEWARE INC	00001	964755	352199	11/15/19	998.89
	SAFEWARE INC	00001	964756	352199	11/15/19	998.89
	SAFEWARE INC	00001	964757	352199	11/15/19	833.34
	SAFEWARE INC	00001	964758	352199	11/15/19	998.89
	SCHULTZ PUBLIC AFFAIRS LLC	00001	964719	352199	11/15/19	4,333.33
	SUMMIT FOOD SERVICE LLC	00001	964763	352199	11/15/19	29,657.06
	SUMMIT FOOD SERVICE LLC	00001	964764	352199	11/15/19	29,202.01
	SUMMIT FOOD SERVICE LLC	00001	964760	352199	11/15/19	28,100.50
	SUMMIT FOOD SERVICE LLC	00001	964760	352199	11/15/19	.40
	TRANE US INC	00001	964678	352094	11/14/19	4,455.00
	TRI COUNTY HEALTH DEPT	00001	964679	352094	11/14/19	302,923.66
	TRUE POINT LLC	00001	964711	352199	11/15/19	5,445.00
	TYGRET DEBRA R	00001	964765	352199	11/15/19	173.00
	TYGRET DEBRA R	00001	964766	352199	11/15/19	137.00
	US CORRECTIONS LLC	00001	964749	352199	11/15/19	337.00
	US CORRECTIONS LLC	00001	964749	352199	11/15/19	1,165.00
	US CORRECTIONS LLC	00001	964750	352199	11/15/19	1,356.00
	US CORRECTIONS LLC	00001	964751	352199	11/15/19	1,352.00
	US CORRECTIONS LLC	00001	964752	352199	11/15/19	691.00
	US CORRECTIONS LLC	00001	964753	352199	11/15/19	608.00
	WOLD ARCHITECTS AND ENGINEERS	00001	964767	352199	11/15/19	4,041.56
	WOLD ARCHITECTS AND ENGINEERS	00001	964768	352199	11/15/19	2,849.70
	ZOE TRAINING & CONSULTING	00001	964771	352199	11/15/19	2,056.75
	ZOE TRAINING & CONSULTING	00001	964772	352199	11/15/19	2,056.75
Account Total						815,909.72
Department Total						820,064.61

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>
	Repair & Maint Supplies					
	PROFESSIONAL RECREATION MGMT I	00005	964601	352076	11/14/19	<u>73.97</u>
					Account Total	<u>73.97</u>
					Department Total	<u><u>73.97</u></u>

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>
	Building Repair & Maint					
	PROFESSIONAL RECREATION MGMT I	00005	964601	352076	11/14/19	220.00
	PROFESSIONAL RECREATION MGMT I	00005	964601	352076	11/14/19	250.00
					Account Total	470.00
	Golf Merchandise					
	PROFESSIONAL RECREATION MGMT I	00005	964601	352076	11/14/19	1,041.00
					Account Total	1,041.00
	Insurance Premiums					
	PROFESSIONAL RECREATION MGMT I	00005	964601	352076	11/14/19	5,139.78
					Account Total	5,139.78
	Janitorial Services					
	PROFESSIONAL RECREATION MGMT I	00005	964601	352076	11/14/19	647.53
					Account Total	647.53
	Other Professional Serv					
	PROFESSIONAL RECREATION MGMT I	00005	964601	352076	11/14/19	351.52
	PROFESSIONAL RECREATION MGMT I	00005	964601	352076	11/14/19	326.27
					Account Total	677.79
	Security Service					
	PROFESSIONAL RECREATION MGMT I	00005	964601	352076	11/14/19	1,313.50
					Account Total	1,313.50
	Water/Sewer/Sanitation					
	PROFESSIONAL RECREATION MGMT I	00005	964601	352076	11/14/19	600.91
					Account Total	600.91
					Department Total	9,890.51

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Vendor Payment Report

<u>935119</u>	<u>HHS Grant</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Medical Services					
	COLO OCCUPATIONAL MEDICINE PHY	00031	964112	351351	11/06/19	160.00
	COLO OCCUPATIONAL MEDICINE PHY	00031	964116	351351	11/06/19	320.00
					Account Total	480.00
	Telephone					
	CENTURY LINK	00031	964106	351351	11/06/19	412.97
	CENTURY LINK	00031	964108	351351	11/06/19	107.98
	CENTURY LINK	00031	964109	351351	11/06/19	132.69
	CENTURY LINK	00031	964110	351351	11/06/19	378.13
	CENTURY LINK	00031	964111	351351	11/06/19	132.63
					Account Total	1,164.40
					Department Total	1,644.40

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Vendor Payment Report

<u>8613</u>	<u>Insurance - UHC EPO Medical</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Administration Fee					
	UNITED HEALTHCARE	00019	964632	352104	11/14/19	157.41
					Account Total	157.41
	Claims					
	UNITED HEALTH CARE INSURANCE C	00019	964216	351602	11/07/19	101,506.49
	UNITED HEALTH CARE INSURANCE C	00019	964217	351604	11/07/19	208,608.10
					Account Total	310,114.59
	Insurance Premiums					
	UNITED HEALTHCARE	00019	964632	352104	11/14/19	192.39
					Account Total	192.39
					Department Total	310,464.39

County of Adams
Vendor Payment Report

<u>8622</u>	<u>Insurance -Benefits & Wellness</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Printing External					
	MINUTEMAN PRESS-BRIGHTON	00019	964630	352100	11/14/19	15,098.13
	MINUTEMAN PRESS-BRIGHTON	00019	964395	351755	11/08/19	3,673.82
					Account Total	18,771.95
					Department Total	18,771.95

County of Adams
Vendor Payment Report

8614	Insurance- Delta Dental	Fund	Voucher	Batch No	GL Date	Amount
	Self-Insurance Claims					
	DELTA DENTAL OF COLO	00019	964215	351599	11/07/19	28,077.30
	DELTA DENTAL OF COLO	00019	964215	351599	11/07/19	925.87
					Account Total	29,003.17
					Department Total	29,003.17

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Vendor Payment Report

<u>19</u>	<u>Insurance Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	COBRA Medical - Kaiser Ins.					
	KAISER PERMANENTE	00019	964521	351962	11/13/19	1,665.50
	KAISER PERMANENTE	00019	964523	351962	11/13/19	1,781.89
	KAISER PERMANENTE	00019	964523	351962	11/13/19	1,355.41
					Account Total	4,802.80
	Received not Vouchered Clrg					
	CAREHERE LLC	00019	964613	352094	11/14/19	9,533.50
	CAREHERE LLC	00019	964613	352094	11/14/19	9,306.00
	CAREHERE LLC	00019	964614	352094	11/14/19	9,533.50
	CAREHERE LLC	00019	964614	352094	11/14/19	9,306.00
	CAREHERE LLC	00019	964615	352094	11/14/19	285.26
	CAREHERE LLC	00019	964615	352094	11/14/19	3,663.27
	CAREHERE LLC	00019	964615	352094	11/14/19	2,039.88
	CAREHERE LLC	00019	964615	352094	11/14/19	14,362.82
	COLO STATE TREASURER	00019	964694	352130	11/14/19	26,000.00
	COLO STATE TREASURER	00019	964694	352130	11/14/19	74,267.88
	FIT SOLDIERS LLC	00019	964622	352094	11/14/19	4,023.00
	LOCKTON COMPANIES	00019	964710	352199	11/15/19	10,000.00
					Account Total	172,321.11
	Retiree Med - AARP RX					
	UNITED HEALTHCARE	00019	964633	352104	11/14/19	15,004.40
					Account Total	15,004.40
	Retiree Med - Kaiser					
	KAISER PERMANENTE	00019	964519	351962	11/13/19	85,565.90
					Account Total	85,565.90
	Retiree Med - Pacificare					
	SECURE HORIZONS	00019	964514	351961	11/13/19	18,123.20
					Account Total	18,123.20
	Retiree Med - UHC-MED					
	UNITED HEALTHCARE	00019	964634	352104	11/14/19	37,520.30
					Account Total	37,520.30
					Department Total	333,337.71

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Vendor Payment Report

<u>8611</u>	<u>Insurance- Property/Casualty</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Auto Physical Damage					
	ACE EQUIPMENT AND SUPPLY CO	00019	963981	351188	11/04/19	7,800.34
					Account Total	7,800.34
					Department Total	7,800.34

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Vendor Payment Report

<u>8615</u>	<u>Insurance- UHC Retiree Medical</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Administration Fee					
	UNITED HEALTHCARE	00019	964631	352104	11/14/19	1,101.87
	UNITED HEALTHCARE	00019	964631	352104	11/14/19	104.94
					Account Total	1,206.81
	Insurance Premiums					
	UNITED HEALTHCARE	00019	964631	352104	11/14/19	1,346.73
	UNITED HEALTHCARE	00019	964631	352104	11/14/19	128.26
					Account Total	1,474.99
					Department Total	2,681.80

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Vendor Payment Report

<u>6202</u>	<u>Open Space Tax- Grants</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grants to Other Instit					
	RICARDO FLORES MAGON ACADEMY	00028	964368	351740	11/08/19	6,346.14
					Account Total	6,346.14
					Department Total	6,346.14

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Vendor Payment Report

<u>1015</u>	<u>People Services</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Insurance Premiums					
	KAISER PERMANENTE	00001	964520	351962	11/13/19	9,650.00
	SECURE HORIZONS	00001	964515	351961	11/13/19	1,650.00
	UNITED HEALTHCARE	00001	964635	352104	11/14/19	8,100.00
					Account Total	19,400.00
	Operating Supplies					
	EGAN PRINTING CO	00001	964126	351366	11/06/19	985.00
					Account Total	985.00
	Tuition Reimbursement					
	STOGSDILL SHANNA	00001	964421	351767	11/08/19	1,039.50
					Account Total	1,039.50
					Department Total	21,424.50

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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>
	Fair Expenses-General					
	BRADFORD, SHAYLEE	00001	964060	351286	11/05/19	125.00
	BURNEY, VIVIAN	00001	964056	351286	11/05/19	125.00
	GOSS, CHEYANNE	00001	964055	351286	11/05/19	125.00
	LEGNER, ADDISON	00001	964092	351308	11/05/19	7.00
	LEGNER, ADDISON	00001	964093	351308	11/05/19	15.00
	LEGNER, ARIEL	00001	964094	351308	11/05/19	21.00
	ROSELL, CALVIN	00001	964059	351286	11/05/19	125.00
	SONNEMAN ADELAIDE ROMO	00001	964057	351286	11/05/19	125.00
	SONNEMAN CHARLIE ROMO	00001	964058	351286	11/05/19	125.00
					Account Total	793.00
	Liquor Sales					
	STATE OF COLORADO	00001	964398	351760	11/08/19	116.51-
					Account Total	116.51-
					Department Total	676.49

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Vendor Payment Report

<u>5016</u>	<u>PKS- Trail Ranger Patrol</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	XCEL ENERGY	00001	964369	351740	11/08/19	155.98
	XCEL ENERGY	00001	964370	351740	11/08/19	250.49
					Account Total	406.47
	Water/Sewer/Sanitation					
	NORTH PECOS WATER & SANITATION	00001	964367	351740	11/08/19	50.19
					Account Total	50.19
					Department Total	456.66

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Vendor Payment Report

<u>1082</u>	<u>PLN- Development Review</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Zoning & Subdivision					
	MURRAY & DAMSCHEN P C	00001	964019	351207	10/21/19	150.00
					Account Total	150.00
					Department Total	150.00

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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					
	EST INC	00013	964716	352199	11/15/19	56,648.11
	EST INC	00013	964716	352199	11/15/19	2,000.00
	MARTIN MARIETTA MATERIALS INC	00013	964423	351878	11/12/19	1,109,271.48
	MARTIN MARIETTA MATERIALS INC	00013	964425	351878	11/12/19	2,302,326.04
	MARTIN MARIETTA MATERIALS INC	00013	964424	351878	11/12/19	1,458,909.77
	STANTEC CONSULTING CORPORATION	00013	964717	352199	11/15/19	16,999.18
					Account Total	4,946,154.58
	Retainages Payable					
	MARTIN MARIETTA MATERIALS INC	00013	964423	351878	11/12/19	55,463.57-
	MARTIN MARIETTA MATERIALS INC	00013	964424	351878	11/12/19	72,945.49-
	MARTIN MARIETTA MATERIALS INC	00013	964425	351878	11/12/19	115,116.30-
					Account Total	243,525.36-
					Department Total	4,702,629.22

County of Adams
Vendor Payment Report

2092	Sheriff Flatrock	Fund	Voucher	Batch No	GL Date	Amount
	Merchandise					
	STATE OF COLORADO	00050	964399	351760	11/08/19	.19-
	STATE OF COLORADO	00050	964399	351760	11/08/19	.01
					Account Total	.18-
					Department Total	.18-

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Vendor Payment Report

<u>2004</u>	<u>Sheriff Training</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	964387	351746	11/08/19	436.28
	TOSHIBA BUSINESS SOLUTIONS	00001	964386	351746	11/08/19	82.18
					Account Total	518.46
					Department Total	518.46

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Vendor Payment Report

<u>2070</u>	<u>SHF - Booking Fee</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Education & Training					
	COMMUNITY REACH CENTER	00001	964392	351746	11/08/19	5,220.84
					Account Total	5,220.84
					Department Total	5,220.84

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Vendor Payment Report

<u>2008</u>	<u>SHF - Training Academy</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	964387	351746	11/08/19	15.30
	TOSHIBA BUSINESS SOLUTIONS	00001	964386	351746	11/08/19	5.40
					Account Total	20.70
					Department Total	20.70

County of Adams
Vendor Payment Report

<u>2011</u>	<u>SHF- Admin Services Division</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	964387	351746	11/08/19	147.54
	TOSHIBA BUSINESS SOLUTIONS	00001	964386	351746	11/08/19	265.57
	TOSHIBA BUSINESS SOLUTIONS	00001	964387	351746	11/08/19	403.38
	TOSHIBA BUSINESS SOLUTIONS	00001	964386	351746	11/08/19	55.96
					Account Total	872.45
	Operating Supplies					
	DEEP ROCK WATER	00001	964376	351746	11/08/19	100.42
					Account Total	100.42
	Other Communications					
	VERIZON WIRELESS	00001	964388	351746	11/08/19	772.98
					Account Total	772.98
	Other Professional Serv					
	PSYCHOLOGICAL DIMENSIONS	00001	964397	351746	11/08/19	4,400.00
					Account Total	4,400.00
	Public Relations					
	CASA	00001	964375	351746	11/08/19	2,000.00
					Account Total	2,000.00
					Department Total	8,145.85

County of Adams
Vendor Payment Report

<u>2015</u>	<u>SHF- Civil Section</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00001	964388	351746	11/08/19	359.27
					Account Total	359.27
	Sheriff's Fees					
	ABC LEGAL SERVICES	00001	963900	351185	10/31/19	19.00
	ALTITUDE COMMUNITY LAW	00001	963887	351185	10/31/19	19.00
	ALTITUDE COMMUNITY LAW	00001	963892	351185	10/31/19	19.00
	ALTITUDE COMMUNITY LAW	00001	964415	351764	11/08/19	19.00
	BODIE ENGER LAW TRUST	00001	964403	351764	11/08/19	19.00
	BODIE ENGER LAW TRUST	00001	964406	351764	11/08/19	62.00
	BODIE ENGER LAW TRUST	00001	963903	351185	10/31/19	19.00
	BRUNNER JEREMY	00001	963910	351185	10/31/19	19.00
	CARRILLO ESTHER	00001	963907	351185	10/31/19	19.00
	CARRILLO ESTHER	00001	963908	351185	10/31/19	19.00
	CHARTER DRYWALL DENVER INC	00001	963906	351185	10/31/19	19.00
	COSTANZA STEVE	00001	964416	351764	11/08/19	19.00
	COURTNEY TIMOTHY	00001	963912	351185	10/31/19	19.00
	CRANE ROSELAND MELLING PC	00001	963911	351185	10/31/19	19.00
	CREDIT SERVICE COMPANY	00001	964402	351764	11/08/19	19.00
	DHISPANOS INC	00001	963902	351185	10/31/19	19.00
	DOLAN AND ZIMMERMAN	00001	964413	351764	11/08/19	19.00
	EZ MESSENGER	00001	963897	351185	10/31/19	19.00
	EZ MESSENGER	00001	963894	351185	10/31/19	19.00
	EZ MESSENGER	00001	963890	351185	10/31/19	19.00
	FINANCE SYSTEM OF RICHMOND	00001	963909	351185	10/31/19	19.00
	FRANCY LAW FIRM	00001	964414	351764	11/08/19	19.00
	FRANCY LAW FIRM	00001	964400	351764	11/08/19	19.00
	HARNISH SIERRA LYNN	00001	963915	351185	10/31/19	19.00
	HATCHETT ALISHA	00001	963905	351185	10/31/19	19.00
	HERNANDEZ POLLETE	00001	963918	351185	10/31/19	19.00
	HOLST AND BOETTCHER	00001	964405	351764	11/08/19	19.00
	HOLST AND BOETTCHER	00001	963893	351185	10/31/19	19.00
	HOSLER JUSTIN	00001	964408	351764	11/08/19	138.00
	JOHNSON RAYMOND P	00001	963917	351185	10/31/19	19.00
	KAISER KRISTOPHER PAUL	00001	963916	351185	10/31/19	19.00

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<u>2015</u>	<u>SHF- Civil Section</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	KIESE LIZZA	00001	964412	351764	11/08/19	19.00
	LUERA KIMBERLY CAROLE	00001	963920	351185	10/31/19	19.00
	MACHOL & JOHANNES, LLC	00001	963889	351185	10/31/19	19.00
	MCINTOSH TONYA	00001	964410	351764	11/08/19	66.00
	MOORE LAW GROUP, APC	00001	963898	351185	10/31/19	19.00
	ORTIZ FLORES JAVIER	00001	963959	351185	10/31/19	19.00
	OSCKEL DENNIS	00001	963930	351185	10/31/19	19.00
	PHARES JENNIFER SUE	00001	963914	351185	10/31/19	19.00
	POORT MICHAEL	00001	964404	351764	11/08/19	66.00
	PROVEST LITIGATION SERVICES	00001	963895	351185	10/31/19	19.00
	ROBBINS SALOMON AND PATT LTD	00001	963921	351185	10/31/19	19.00
	RUBIN LUBLIN LLC	00001	963922	351185	10/31/19	19.00
	RUBIN LUBLIN LLC	00001	963923	351185	10/31/19	19.00
	RUBIN LUBLIN LLC	00001	963924	351185	10/31/19	19.00
	RUBIN LUBLIN LLC	00001	963925	351185	10/31/19	19.00
	RUBIN LUBLIN LLC	00001	963926	351185	10/31/19	19.00
	RUBIN LUBLIN LLC	00001	963927	351185	10/31/19	19.00
	RUBIN LUBLIN LLC	00001	963960	351185	10/31/19	96.00
	SIMON HARRY L	00001	963888	351185	10/31/19	19.00
	SPRINGMAN, BRADEN, WILSON & PO	00001	963891	351185	10/31/19	19.00
	STARKE JAMES	00001	963961	351185	10/31/19	19.00
	STOREY NICHOLAS J	00001	963904	351185	10/31/19	19.00
	THE DUPONT LAW FIRM	00001	964407	351764	11/08/19	36.00
	TOP HAT FILE AND SERVE	00001	963901	351185	10/31/19	19.00
	UBANDA LUNA ADAN ENRIQUE	00001	963913	351185	10/31/19	19.00
	VECSEI HARROLD NIKOLETTA	00001	964411	351764	11/08/19	19.00
	VINCI LAW OFFICE	00001	964401	351764	11/08/19	19.00
	VINCI LAW OFFICE	00001	963896	351185	10/31/19	15.00
	WROCK LLC	00001	963899	351185	10/31/19	66.00
	ZENG MIAOJUAN	00001	964409	351764	11/08/19	19.00
	ZENTNER BRIE B	00001	963929	351185	10/31/19	19.00
Account Total						1,571.00
Department Total						1,930.27

County of Adams
Vendor Payment Report

<u>2075</u>	<u>SHF- Commissary Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	964387	351746	11/08/19	237.08
	TOSHIBA BUSINESS SOLUTIONS	00001	964386	351746	11/08/19	148.97
					Account Total	386.05
					Department Total	386.05

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>
	Education & Training					
	ROSA SURVIVAL TRAINING LLC	00001	964396	351746	11/08/19	185.00
					Account Total	185.00
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	964387	351746	11/08/19	511.97
	TOSHIBA BUSINESS SOLUTIONS	00001	964386	351746	11/08/19	228.88
					Account Total	740.85
	Interpreting Services					
	LANGUAGE LINE SERVICES	00001	964377	351746	11/08/19	115.62
					Account Total	115.62
	Other Communications					
	CENTURY LINK	00001	964391	351746	11/08/19	88.99
	VERIZON WIRELESS	00001	964388	351746	11/08/19	40.01
					Account Total	129.00
					Department Total	1,170.47

County of Adams
Vendor Payment Report

<u>2071</u>	<u>SHF- Detention Facility</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	964387	351746	11/08/19	442.64
	TOSHIBA BUSINESS SOLUTIONS	00001	964386	351746	11/08/19	1,100.54
	TOSHIBA BUSINESS SOLUTIONS	00001	964387	351746	11/08/19	1,734.93
	TOSHIBA BUSINESS SOLUTIONS	00001	964386	351746	11/08/19	167.91
					Account Total	3,446.02
	Interpreting Services					
	LANGUAGE LINE SERVICES	00001	964377	351746	11/08/19	570.72
					Account Total	570.72
	Operating Supplies					
	SUMMIT FOOD SERVICE LLC	00001	964378	351746	11/08/19	677.04
	SUMMIT FOOD SERVICE LLC	00001	964379	351746	11/08/19	421.27
	SUMMIT FOOD SERVICE LLC	00001	964380	351746	11/08/19	935.19
	SUMMIT FOOD SERVICE LLC	00001	964381	351746	11/08/19	260.00
	SUMMIT FOOD SERVICE LLC	00001	964382	351746	11/08/19	86.80
	SUMMIT FOOD SERVICE LLC	00001	964383	351746	11/08/19	800.42
	SUMMIT FOOD SERVICE LLC	00001	964384	351746	11/08/19	150.00
	SUMMIT FOOD SERVICE LLC	00001	964385	351746	11/08/19	106.92
					Account Total	3,437.64
	Other Communications					
	VERIZON WIRELESS	00001	964388	351746	11/08/19	372.78
					Account Total	372.78
					Department Total	7,827.16

County of Adams
Vendor Payment Report

<u>2072</u>	<u>SHF- Justice Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00001	964388	351746	11/08/19	29.93
					Account Total	29.93
					Department Total	29.93

County of Adams
Vendor Payment Report

<u>2010</u>	<u>SHF- MIS Unit</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00001	964388	351746	11/08/19	103.22
					Account Total	103.22
					Department Total	103.22

County of Adams
Vendor Payment Report

<u>2017</u>	<u>SHF- Patrol Division</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	964386	351746	11/08/19	116.82
	TOSHIBA BUSINESS SOLUTIONS	00001	964387	351746	11/08/19	257.41
					Account Total	374.23
	Interpreting Services					
	LANGUAGE LINE SERVICES	00001	964377	351746	11/08/19	72.16
					Account Total	72.16
	Other Communications					
	VERIZON WIRELESS	00001	964388	351746	11/08/19	1,045.03
					Account Total	1,045.03
					Department Total	1,491.42

County of Adams
Vendor Payment Report

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<u>2018</u>	<u>SHF- Records/Warrants Section</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	964387	351746	11/08/19	383.85
	TOSHIBA BUSINESS SOLUTIONS	00001	964386	351746	11/08/19	238.29
					Account Total	622.14
	Other Communications					
	VERIZON WIRELESS	00001	964388	351746	11/08/19	40.01
					Account Total	40.01
					Department Total	662.15

County of Adams
Vendor Payment Report

<u>2005</u>	<u>SHF- TAC Section</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	964386	351746	11/08/19	43.51
	TOSHIBA BUSINESS SOLUTIONS	00001	964387	351746	11/08/19	157.69
					Account Total	201.20
	Other Communications					
	VERIZON WIRELESS	00001	964388	351746	11/08/19	283.32
					Account Total	283.32
					Department Total	484.52

County of Adams
Vendor Payment Report

<u>97500</u>	<u>WIOA YOUTH OLDER</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Supp Svcs-Incentives					
	LUCERO CONNER L	00035	964104	351350	11/06/19	40.00
	PENA-GUTIERREZ SAUL	00035	964107	351350	11/06/19	20.00
	STEELE ABIGAIL P	00035	964105	351350	11/06/19	10.00
					Account Total	70.00
					Department Total	70.00

County of Adams
Vendor Payment Report

Grand Total 6,852,396.39

County of Adams
Net Warrant by Fund Summary

Fund Number	Fund Description	Amount
1	General Fund	503,010.95
5	Golf Course Enterprise Fund	55,557.78
6	Equipment Service Fund	58,026.19
13	Road & Bridge Fund	1,785,797.87
19	Insurance Fund	66,872.08
27	Open Space Projects Fund	4,450.00
28	Open Space Sales Tax Fund	647,182.00
30	Community Dev Block Grant Fund	12,264.24
31	Head Start Fund	4,276.81
34	Comm Services Blk Grant Fund	22,838.29
35	Workforce & Business Center	131.50
43	Colorado Air & Space Port	180,169.69
94	Sheriff Payables	15,135.50
		<u>3,355,712.90</u>

Net Warrants by Fund Detail

1General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00005640	871361	EVANS CONSULTING	11/19/19	2,397.50
00005642	866991	MICHELLE M LEFEBVRE INC	11/19/19	2,326.00
00743785	410759	ABC LEGAL SERVICES	11/19/19	19.00
00743787	76346	ADCO Livestock Committee, Trea	11/19/19	700.00
00743793	786384	ALTITUDE COMMUNITY LAW	11/19/19	38.00
00743795	14661	AMERIGAS DENVER 1012	11/19/19	906.57
00743799	941378	BAUER FURMAN PC	11/19/19	19.00
00743801	3020	BENNETT TOWN OF	11/19/19	1,500.00
00743802	941379	BUDRAITIS BENJAMIN	11/19/19	19.00
00743803	419839	CAREHERE LLC	11/19/19	240.00
00743806	37266	CENTURY LINK	11/19/19	12.18
00743811	126954	COLO COUNTY AGENTS ASSN	11/19/19	135.00
00743814	80146	COLO DEPT OF PUBLIC HEALTH & E	11/19/19	141.00
00743815	80146	COLO DEPT OF PUBLIC HEALTH & E	11/19/19	94.00
00743816	5050	COLO DIST ATTORNEY COUNCIL	11/19/19	3,385.80
00743820	709584	COLORADO WATER SYSTEMS CORP	11/19/19	1,200.00
00743821	612089	COMMERCIAL CLEANING SYSTEMS	11/19/19	650.00
00743822	42984	CORECIVIC INC	11/19/19	25,832.00
00743826	650729	ELEMENTS	11/19/19	7,908.55
00743827	699262	EMANUELE BETTY ANNE	11/19/19	200.00
00743831	4084	FENCE POST THE	11/19/19	79.04
00743832	426684	FERNANDEZ DENNIS	11/19/19	650.00
00743834	463649	GABLEHOUSE GRANBERG LLC	11/19/19	6,222.00
00743838	294059	GROUNDS SERVICE COMPANY	11/19/19	154.00
00743839	809485	HAGGERTY BRIAN	11/19/19	65.00
00743840	14991	HELTON & WILLIAMSEN PC	11/19/19	3,321.50
00743848	535598	JACHIMIAK PETERSON LLC	11/19/19	82,393.14
00743849	230516	JANEWAY LAW FIRM PC	11/19/19	209.00
00743851	652983	K&H INTEGRATED PRINT SOLUTIONS	11/19/19	231,354.08
00743855	941383	LANGE CHRISTOPHER SCOTT	11/19/19	19.00
00743858	218554	LESLIE BRIAN K	11/19/19	3,997.50
00743859	941384	LIN GANG	11/19/19	19.00
00743860	54332	MARATHON DOCUMENT SOLUTIONS IN	11/19/19	2,786.47
00743861	637831	MCCREARY RAPHAEL	11/19/19	65.00
00743865	93320	MILE HIGH TREE CARE INC	11/19/19	600.00
00743866	13720	MOTOROLA SOLUTIONS INC	11/19/19	37,208.70

Net Warrants by Fund Detail

1General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00743870	29466	OTIS ELEVATOR COMPANY	11/19/19	1,059.65
00743874	430098	REPUBLIC SERVICES #535	11/19/19	3,869.02
00743875	941385	RIOS SALAS MARICELA	11/19/19	65.00
00743877	941376	RUBIN MICHAEL JOHN	11/19/19	66.00
00743878	752307	RUNBECK ELECTION SERVICES INC	11/19/19	27,995.00
00743881	10449	SIR SPEEDY	11/19/19	139.00
00743883	13932	SOUTH ADAMS WATER & SANITATION	11/19/19	401.15
00743884	43587	SOUTHERN WINE & SPIRITS LLC	11/19/19	850.75
00743885	35108	STEVENS KOENIG REPORTING	11/19/19	217.85
00743886	882335	STRATEGY WITH ROX	11/19/19	500.00
00743887	293662	SUMMIT LABORATORIES INC	11/19/19	820.00
00743888	52553	SWEEPSTAKES UNLIMITED	11/19/19	30.00
00743889	52553	SWEEPSTAKES UNLIMITED	11/19/19	30.00
00743890	52553	SWEEPSTAKES UNLIMITED	11/19/19	30.00
00743891	52553	SWEEPSTAKES UNLIMITED	11/19/19	30.00
00743893	13951	TDS TELECOM	11/19/19	874.58
00743897	319978	TONSAGER DENNIS	11/19/19	65.00
00743899	810316	TRELOAR TARA A	11/19/19	65.00
00743900	1007	UNITED POWER (UNION REA)	11/19/19	132.35
00743901	24681	VAN DIEST SUPPLY CO	11/19/19	66.25
00743910	941380	WILBERT SHELBY LEIGH	11/19/19	19.00
00743912	40340	WINDSTREAM COMMUNICATIONS	11/19/19	2,650.92
00743913	702804	WOLFE SANDRA KAY	11/19/19	65.00
00743915	473336	ZAYO GROUP HOLDINGS INC	11/19/19	2,567.50
00743916	433987	ADCO DISTRICT ATTORNEY'S OFFIC	11/21/19	723.20
00743919	5050	COLO DIST ATTORNEY COUNCIL	11/21/19	117.23
00743920	808844	DUPRIEST JOHN FIELDEN	11/21/19	65.00
00743921	13409	EASTERN DISPOSE ALL	11/21/19	163.00
00743922	698569	FOREST SEAN	11/21/19	65.00
00743923	293118	GARNER, ROSIE	11/21/19	65.00
00743925	293122	HERRERA, AARON	11/21/19	65.00
00743926	418327	IC CHAMBERS LP	11/21/19	6,838.90
00743928	223344	LOGAN COUNTY SHERIFF OFFICE	11/21/19	7.50
00743929	638722	LUCERO-ALVAREZ JENNIFER	11/21/19	1,485.00
00743930	810888	MARTINEZ JUSTIN PAUL	11/21/19	65.00
00743931	516994	PARK 12 HUNDRED OWNERS ASSOCIA	11/21/19	16,834.96

Net Warrants by Fund Detail

1General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00743933	637390	PLAKORUS DAVID	11/21/19	65.00
00743934	53054	RICHARDSON SHARON	11/21/19	65.00
00743937	935717	STRMIX LIMITED	11/21/19	1,200.00
00743938	66264	SYSTEMS GROUP	11/21/19	1,646.77
00743940	385142	THOMPSON GREGORY PAUL	11/21/19	65.00
00743941	35731	VERIZON	11/21/19	182.74
00743942	544338	WESTAR REAL PROPERTY SERVICES	11/21/19	13,598.25
00743943	13822	XCEL ENERGY	11/21/19	21.34
00743944	13822	XCEL ENERGY	11/21/19	23.78
00743945	13822	XCEL ENERGY	11/21/19	144.42
00743946	13822	XCEL ENERGY	11/21/19	27.81
Fund Total				503,010.95

Net Warrants by Fund Detail

5Golf Course Enterprise Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00005646	6177	PROFESSIONAL RECREATION MGMT I	11/20/19	36,372.55
00743792	12012	ALSCO AMERICAN INDUSTRIAL	11/19/19	96.95
00743823	5447	D EDWARD CLARK & ASSOCIATES	11/19/19	526.47
00743836	160270	GOLF & SPORT SOLUTIONS	11/19/19	1,362.43
00743837	804964	GRAINGER	11/19/19	54.94
00743847	2202	INTERSTATE BATTERY OF ROCKIES	11/19/19	69.90
00743853	11496	L L JOHNSON DIST	11/19/19	873.18
00743872	4992	PROFESSIONAL TREE & TURF EQUIP	11/19/19	794.36
00743898	47140	TORO NSN	11/19/19	229.00
00743911	18645	WILBUR-ELLIS COMPANY LLC	11/19/19	15,178.00
Fund Total				55,557.78

County of Adams
Net Warrants by Fund Detail

6 Equipment Service Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00743857	494038	LARRY H MILLER FORD LAKEWOOD	11/19/19	33,479.00
00743880	16237	SAM HILL OIL INC	11/19/19	19,709.69
00743894	790907	THE GOODYEAR TIRE AND RUBBER C	11/19/19	4,837.50
Fund Total				58,026.19

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>
00005641	362129	MARTIN MARIETTA MATERIALS INC	11/19/19	324,931.46
00005648	89295	ARVADA CITY OF	11/20/19	12,185.26
00005649	89296	AURORA CITY OF	11/20/19	297,828.92
00005650	89297	BENNETT TOWN OF	11/20/19	9,279.85
00005651	89298	BRIGHTON CITY OF	11/20/19	135,663.66
00005653	89299	COMMERCE CITY CITY OF	11/20/19	149,100.78
00005654	89300	FEDERAL HEIGHTS CITY OF	11/20/19	24,724.97
00005655	89301	NORTHGLENN CITY OF	11/20/19	90,474.42
00005656	89302	THORNTON CITY OF	11/20/19	304,066.70
00005657	89304	WESTMINSTER CITY OF	11/20/19	179,156.89
00743784	25603	A-1 CHIPSEAL CO	11/19/19	9,184.12
00743805	814272	CENTRAL SALT LLC	11/19/19	7,549.93
00743828	534975	EP&A ENVIROTAC INC	11/19/19	80,471.25
00743835	212385	GMCO CORPORATION	11/19/19	39,014.52
00743850	506641	JK TRANSPORTS INC	11/19/19	18,405.00
00743854	166138	LAND TITLE GUARANTEE COMPANY	11/19/19	423.00
00743867	708348	MOUNTAIN NAVIGATION, INC	11/19/19	2,730.00
00743879	816237	SALTWORX INC	11/19/19	44,245.94
00743907	13082	W L CONTRACTORS INC	11/19/19	26,502.75
00743909	444804	WAGNER EQUIPMENT COMPANY	11/19/19	5,659.95
00743917	96158	CLERK OF ADAMS COUNTY COURT	11/21/19	23,986.00
00743939	929191	TDSO HOLDINGS LLC	11/21/19	212.50
Fund Total				1,785,797.87

Net Warrants by Fund Detail

19**Insurance Fund**

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00005639	423439	DELTA DENTAL OF COLO	11/19/19	18,230.70
00005647	773185	THRIVE AT HOME NUTRITION LLC	11/20/19	2,283.95
00743783	838333	A DEZIGN	11/19/19	645.37
00743788	492573	ADVANCED URGENT CARE AND OCC M	11/19/19	595.00
00743794	582063	AMERICAN RED CROSS	11/19/19	352.00
00743804	419839	CAREHERE LLC	11/19/19	180.00
00743817	17565	COLO FRAME & SUSPENSION	11/19/19	7,822.49
00743819	2157	COLO OCCUPATIONAL MEDICINE PHY	11/19/19	534.00
00743824	128957	DIVERSIFIED BODY & PAINT SHOP	11/19/19	3,196.10
00743830	346750	FACTORY MOTOR PARTS	11/19/19	7,468.78
00743833	541231	FINELINE GRAPHICS	11/19/19	187.28
00743882	10449	SIR SPEEDY	11/19/19	42.20
00743902	11552	VISION SERVICE PLAN-CONNECTICU	11/19/19	6.35
00743903	11552	VISION SERVICE PLAN-CONNECTICU	11/19/19	384.81
00743904	11552	VISION SERVICE PLAN-CONNECTICU	11/19/19	186.25
00743905	11552	VISION SERVICE PLAN-CONNECTICU	11/19/19	1,337.48
00743906	11552	VISION SERVICE PLAN-CONNECTICU	11/19/19	14,796.68
00743908	13082	W L CONTRACTORS INC	11/19/19	989.50
00743914	82860	WORKERS COMP SELF-INSUR FUND	11/19/19	569.13
00743924	941295	HAZE EMERY	11/21/19	5,050.98
00743932	716916	PARNELL, WILLIAM	11/21/19	2,013.03
Fund Total				66,872.08

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>
00743789	13074	ALBERT FREI & SONS INC	11/19/19	550.00
00743918	940612	COLE CONSERVATION CONSULTING L	11/21/19	3,900.00
Fund Total				4,450.00

Net Warrants by Fund Detail

28Open Space Sales Tax Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00743797	1080	AURORA CITY OF	11/19/19	125,000.00
00743798	35901	BARR LAKE STATE PARK	11/19/19	3,743.00
00743800	33607	BENNETT PARKS AND RECREATION D	11/19/19	5,000.00
00743895	37327	THORNTON CITY OF	11/19/19	290,643.00
00743896	37327	THORNTON CITY OF	11/19/19	222,796.00
Fund Total				647,182.00

County of Adams
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>
00005643	29064	TIERRA ROJO CONSTRUCTION	11/19/19	3,910.00
00005644	29064	TIERRA ROJO CONSTRUCTION	11/19/19	4,700.00
00005645	29064	TIERRA ROJO CONSTRUCTION	11/19/19	3,590.00
00743864	73648	METROWEST NEWSPAPERS	11/19/19	64.24
Fund Total				12,264.24

Net Warrants by Fund Detail

31Head Start Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00743807	37266	CENTURY LINK	11/19/19	182.65
00743808	327250	CINTAS CORPORATION NO 2	11/19/19	643.56
00743812	5078	COLO DEPT OF HUMAN SERVICES	11/19/19	245.00
00743841	479165	IDEMIA IDENTITY & SECURITY USA	11/19/19	49.50
00743842	479165	IDEMIA IDENTITY & SECURITY USA	11/19/19	49.50
00743843	479165	IDEMIA IDENTITY & SECURITY USA	11/19/19	49.50
00743844	479165	IDEMIA IDENTITY & SECURITY USA	11/19/19	49.50
00743845	479165	IDEMIA IDENTITY & SECURITY USA	11/19/19	49.50
00743846	479165	IDEMIA IDENTITY & SECURITY USA	11/19/19	49.50
00743852	40323	L & N SUPPLY COMPANY INC	11/19/19	1,310.40
00743856	40843	LANGUAGE LINE SERVICES	11/19/19	8.20
00743868	55021	NULINX INTERNATIONAL	11/19/19	1,590.00
Fund Total				4,276.81

Net Warrants by Fund Detail

34Comm Services Blk Grant Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00743790	5991	ALMOST HOME INC	11/19/19	750.00
00743791	5991	ALMOST HOME INC	11/19/19	5,404.19
00743825	190240	ECPAC	11/19/19	4,297.53
00743829	689894	ETHIOPIAN COMMUNITY DEVELOPMEN	11/19/19	792.17
00743873	189016	PROJECT ANGEL HEART	11/19/19	11,594.40
Fund Total				22,838.29

County of Adams
Net Warrants by Fund Detail

35 Workforce & Business Center

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00743786	252050	ADAMS COUNTY HUMAN SERVICES	11/19/19	81.50
00743863	858410	MENDOZA REYNA L	11/19/19	10.00
00743871	939704	PORTER DEVON L	11/19/19	40.00
Fund Total				131.50

Net Warrants by Fund Detail

43

Colorado Air & Space Port

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00005652	709816	CITY SERVICEVALCON LLC	11/20/19	19,400.40
00743796	80118	AT&T CORP	11/19/19	106.24
00743862	871154	MEI TOTAL ELEVATOR SOLUTIONS	11/19/19	417.00
00743869	204703	OEDIPUS INC	11/19/19	3,850.00
00743876	44131	ROGGEN FARMERS ELEVATOR ASSN	11/19/19	2,518.67
00743892	93074	SYSCO DENVER	11/19/19	1,457.71
00743927	204737	JVIATION INC	11/21/19	150,558.64
00743935	33604	STATE OF COLORADO	11/21/19	431.03
00743936	33604	STATE OF COLORADO	11/21/19	1,430.00
Fund Total				<hr/> 180,169.69

County of Adams
Net Warrants by Fund Detail

<u>94</u>		<u>Sheriff Payables</u>			
<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>	
00743809	95935	CLERK OF THE COUNTY COURT	11/19/19	2,455.00	
00743810	33480	COLO BUREAU OF INVESTIGATION	11/19/19	9,792.50	
00743813	92474	COLO DEPT OF HUMAN SERVICES	11/19/19	2,640.00	
00743818	44915	COLO JUDICIAL DEPT	11/19/19	248.00	
Fund Total				15,135.50	

County of Adams
Net Warrants by Fund Detail

Grand Total 3,355,712.90

County of Adams
Vendor Payment Report

<u>99800</u>	<u>All Ofc Shared Direct</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Postage & Freight					
	ADAMS COUNTY HUMAN SERVICES	00035	964472	351940	11/13/19	12.00
					Account Total	12.00
					Department Total	12.00

County of Adams
Vendor Payment Report

<u>1074</u>	<u>CA- Risk Management</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Safety-Drug & AI Test/Med Cert					
	ADVANCED URGENT CARE AND OCC M	00019	964661	352114	11/14/19	595.00
	COLO OCCUPATIONAL MEDICINE PHY	00019	964671	352114	11/14/19	534.00
					Account Total	1,129.00
					Department Total	1,129.00

County of Adams
Vendor Payment Report

<u>4306</u>	<u>Cafe</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Snack Bar Supplies					
	SYSCO DENVER	00043	964567	351978	11/13/19	1,457.71
					Account Total	1,457.71
					Department Total	1,457.71

County of Adams
Vendor Payment Report

<u>8625</u>	<u>Care Here Clinic - GC</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Ins. Premium- CareHere COBRA					
	CAREHERE LLC	00019	964812	352305	11/18/19	180.00
					Account Total	180.00
					Department Total	180.00

County of Adams
Vendor Payment Report

<u>4302</u>	<u>CASP Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Promotion Expense					
	OEDIPUS INC	00043	964602	351978	11/13/19	2,950.00
	OEDIPUS INC	00043	964602	351978	11/13/19	900.00
					Account Total	3,850.00
	Telephone					
	AT&T CORP	00043	964561	351978	11/13/19	92.12
					Account Total	92.12
					Department Total	3,942.12

County of Adams
Vendor Payment Report

<u>4308</u>	<u>CASP ATCT</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	MEI TOTAL ELEVATOR SOLUTIONS	00043	964562	351978	11/13/19	417.00
					Account Total	417.00
	Telephone					
	AT&T CORP	00043	964561	351978	11/13/19	7.06
					Account Total	7.06
					Department Total	424.06

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>
	Licenses and Fees					
	STATE OF COLORADO	00043	965046	352541	11/20/19	.40
					Account Total	.40
					Department Total	.40

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>
	Gas & Electricity					
	ROGGEN FARMERS ELEVATOR ASSN	00043	964563	351978	11/13/19	1,879.42
	ROGGEN FARMERS ELEVATOR ASSN	00043	964565	351978	11/13/19	354.35
					Account Total	2,233.77
	Telephone					
	AT&T CORP	00043	964561	351978	11/13/19	7.06
					Account Total	7.06
					Department Total	2,240.83

County of Adams
Vendor Payment Report

<u>941018</u>	<u>CDBG 2018/2019</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grants to Other Institutions					
	TIERRA ROJO CONSTRUCTION	00030	964357	351664	11/07/19	4,700.00
	TIERRA ROJO CONSTRUCTION	00030	964359	351667	11/07/19	3,590.00
	TIERRA ROJO CONSTRUCTION	00030	964141	351496	11/06/19	3,910.00
					Account Total	12,200.00
	Legal Notices					
	METROWEST NEWSPAPERS	00030	964218	351598	11/07/19	64.24
					Account Total	64.24
					Department Total	12,264.24

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	965045	352541	11/20/19	24.11
	STATE OF COLORADO	00043	965045	352541	11/20/19	406.92
	STATE OF COLORADO	00043	965046	352541	11/20/19	1,429.60
					Account Total	1,860.63
	Received not Vouchered Clrg					
	CITY SERVICEVALCON LLC	00043	965071	352555	11/20/19	19,400.40
	JVIATION INC	00043	965072	352556	11/20/19	136,606.39
	JVIATION INC	00043	965073	352556	11/20/19	4,406.00
	JVIATION INC	00043	965074	352556	11/20/19	9,546.25
					Account Total	169,959.04
					Department Total	171,819.67

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					
	HELTON & WILLIAMSEN PC	00001	964659	352114	11/14/19	3,321.50
	LESLIE BRIAN K	00001	964663	352114	11/14/19	3,997.50
					Account Total	7,319.00
	Court Reporting Transcripts					
	STEVENS KOENIG REPORTING	00001	964667	352114	11/14/19	217.85
					Account Total	217.85
	Other Professional Serv					
	MARATHON DOCUMENT SOLUTIONS IN	00001	964660	352114	11/14/19	2,786.47
	SWEEPSTAKES UNLIMITED	00001	964664	352114	11/14/19	30.00
	SWEEPSTAKES UNLIMITED	00001	964665	352114	11/14/19	30.00
	SWEEPSTAKES UNLIMITED	00001	964666	352114	11/14/19	30.00
	SWEEPSTAKES UNLIMITED	00001	964670	352114	11/14/19	30.00
					Account Total	2,906.47
					Department Total	10,443.32

County of Adams
Vendor Payment Report

<u>1031</u>	<u>County Treasurer</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	EVANS CONSULTING	00001	964796	352297	11/16/19	770.00
	EVANS CONSULTING	00001	964500	351954	11/13/19	910.00
	EVANS CONSULTING	00001	964486	351946	11/13/19	717.50
	VERIZON	00001	965020	352513	11/20/19	182.74
					Account Total	2,580.24
					Department Total	2,580.24

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>
	Education & Training					
	ALMOST HOME INC	00034	964049	351284	11/05/19	750.00
					Account Total	750.00
	Grants to Other Instit					
	ALMOST HOME INC	00034	964588	351982	11/12/19	5,404.19
	ECPAC	00034	964590	351982	11/08/19	4,297.53
	ETHIOPIAN COMMUNITY DEVELOPMEN	00034	964589	351982	11/12/19	792.17
	PROJECT ANGEL HEART	00034	964587	351982	11/09/19	11,594.40
					Account Total	22,088.29
					Department Total	22,838.29

County of Adams
Vendor Payment Report

<u>1051</u>	<u>District Attorney</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Business Meetings					
	COLO DIST ATTORNEY COUNCIL	00001	964991	352420	11/19/19	98.66
	COLO DIST ATTORNEY COUNCIL	00001	964991	352420	11/19/19	18.57
					Account Total	117.23
	Other Professional Serv					
	LOGAN COUNTY SHERIFF OFFICE	00001	964992	352420	11/19/19	7.50
	STRMIX LIMITED	00001	964993	352420	11/19/19	1,200.00
					Account Total	1,207.50
	Witness Fees					
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	964990	352420	11/19/19	118.24
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	964990	352420	11/19/19	110.35
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	964990	352420	11/19/19	243.78
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	964990	352420	11/19/19	82.26
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	964990	352420	11/19/19	168.57
					Account Total	723.20
					Department Total	2,047.93

County of Adams
Vendor Payment Report

<u>1191</u>	<u>Environmental Programs</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Printing External					
	SIR SPEEDY	00001	964516	351956	11/13/19	139.00
					Account Total	139.00
					Department Total	139.00

County of Adams
Vendor Payment Report

<u>6</u>	<u>Equipment Service Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	LARRY H MILLER FORD LAKEWOOD	00006	964969	352405	11/19/19	33,479.00
	SAM HILL OIL INC	00006	964979	352405	11/19/19	2,156.39
	SAM HILL OIL INC	00006	964980	352405	11/19/19	634.48
	SAM HILL OIL INC	00006	964804	352302	11/18/19	14,945.22
	SAM HILL OIL INC	00006	964976	352405	11/19/19	1,101.87
	SAM HILL OIL INC	00006	964977	352405	11/19/19	871.73
	THE GOODYEAR TIRE AND RUBBER C	00006	964805	352302	11/18/19	2,737.00
	THE GOODYEAR TIRE AND RUBBER C	00006	964806	352302	11/18/19	2,100.50
					Account Total	58,026.19
					Department Total	58,026.19

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>
	Operating Supplies					
	EMANUELE BETTY ANNE	00001	964501	351955	11/13/19	<u>200.00</u>
					Account Total	<u>200.00</u>
					Department Total	<u><u>200.00</u></u>

County of Adams
Vendor Payment Report

9242	Extension- Agriculture	Fund	Voucher	Batch No	GL Date	Amount
	Membership Dues					
	COLO COUNTY AGENTS ASSN	00001	964503	351955	11/13/19	135.00
					Account Total	135.00
	Operating Supplies					
	FERNANDEZ DENNIS	00001	964629	352098	11/14/19	650.00
					Account Total	650.00
	Subscrip/Publications					
	FENCE POST THE	00001	964505	351955	11/13/19	79.04
					Account Total	79.04
					Department Total	864.04

County of Adams
Vendor Payment Report

<u>1091</u>	<u>FO - Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Rental					
	BENNETT TOWN OF	00001	964869	352321	11/18/19	1,500.00
	IC CHAMBERS LP	00001	965095	352671	11/21/19	6,838.90
	WESTAR REAL PROPERTY SERVICES	00001	965096	352671	11/21/19	13,598.25
					Account Total	21,937.15
	Gas & Electricity					
	AMERIGAS DENVER 1012	00001	964861	352321	11/18/19	906.57
					Account Total	906.57
	Water/Sewer/Sanitation					
	EASTERN DISPOSE ALL	00001	965093	352671	11/21/19	72.00
					Account Total	72.00
					Department Total	22,915.72

County of Adams
Vendor Payment Report

<u>1114</u>	<u>FO - District Attorney Bldg.</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	COLO DEPT OF PUBLIC HEALTH & E	00001	964854	352315	11/18/19	47.00
					Account Total	47.00
					Department Total	47.00

County of Adams
Vendor Payment Report

<u>1077</u>	<u>FO - Government Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	COLO DEPT OF PUBLIC HEALTH & E	00001	964856	352315	11/18/19	94.00
					Account Total	94.00
					Department Total	94.00

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>
	Water/Sewer/Sanitation					
	SOUTH ADAMS WATER & SANITATION	00001	964872	352321	11/18/19	401.15
					Account Total	401.15
					Department Total	401.15

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>
	Other Repair & Maint					
	PARK 12 HUNDRED OWNERS ASSOCIA	00001	965099	352671	11/21/19	16,834.96
					Account Total	16,834.96
					Department Total	16,834.96

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					
	COLO DEPT OF PUBLIC HEALTH & E	00001	964854	352315	11/18/19	94.00
					Account Total	94.00
	Maintenance Contracts					
	MILE HIGH TREE CARE INC	00001	964862	352321	11/18/19	600.00
	SUMMIT LABORATORIES INC	00001	964863	352321	11/18/19	410.00
	SUMMIT LABORATORIES INC	00001	964866	352321	11/18/19	410.00
					Account Total	1,420.00
					Department Total	1,514.00

County of Adams
Vendor Payment Report

<u>2009</u>	<u>FO - Sheriff Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	COMMERCIAL CLEANING SYSTEMS	00001	964871	352321	11/18/19	650.00
	OTIS ELEVATOR COMPANY	00001	964868	352321	11/18/19	1,059.65
					Account Total	1,709.65
	Water/Sewer/Sanitation					
	REPUBLIC SERVICES #535	00001	964860	352321	11/18/19	3,869.02
					Account Total	3,869.02
					Department Total	5,578.67

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>
	Water/Sewer/Sanitation					
	EASTERN DISPOSE ALL	00001	965094	352671	11/21/19	91.00
					Account Total	91.00
					Department Total	91.00

County of Adams
Vendor Payment Report

<u>1072</u>	<u>FO - West Services Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	SYSTEMS GROUP	00001	965098	352671	11/21/19	<u>1,646.77</u>
					Account Total	<u>1,646.77</u>
					Department Total	<u><u>1,646.77</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					
	COLO DIST ATTORNEY COUNCIL	00001	964905	352405	11/19/19	3,385.80
	CORECIVIC INC	00001	964898	352405	11/19/19	8,043.00
	CORECIVIC INC	00001	964899	352405	11/19/19	4,716.00
	CORECIVIC INC	00001	964900	352405	11/19/19	7,313.00
	CORECIVIC INC	00001	964901	352405	11/19/19	5,760.00
	ELEMENTS	00001	964922	352405	11/19/19	7,908.55
	FACTORY MOTOR PARTS	00001	964926	352405	11/19/19	1,313.54
	FACTORY MOTOR PARTS	00001	964926	352405	11/19/19	2,288.63
	GABLEHOUSE GRANBERG LLC	00001	964940	352405	11/19/19	6,222.00
	GROUND SERVICE COMPANY	00001	964941	352405	11/19/19	154.00
	JACHIMIAK PETERSON LLC	00001	964942	352405	11/19/19	82,393.14
	K&H INTEGRATED PRINT SOLUTIONS	00001	964960	352405	11/19/19	12,299.76
	K&H INTEGRATED PRINT SOLUTIONS	00001	964963	352405	11/19/19	750.00
	K&H INTEGRATED PRINT SOLUTIONS	00001	964964	352405	11/19/19	1,113.70
	K&H INTEGRATED PRINT SOLUTIONS	00001	964965	352405	11/19/19	38,540.54
	K&H INTEGRATED PRINT SOLUTIONS	00001	964966	352405	11/19/19	1,027.40
	K&H INTEGRATED PRINT SOLUTIONS	00001	964967	352405	11/19/19	166,977.38
	K&H INTEGRATED PRINT SOLUTIONS	00001	964945	352405	11/19/19	10,645.30
	MICHELLE M LEFEBVRE INC	00001	964809	352304	11/18/19	2,326.00
	MOTOROLA SOLUTIONS INC	00001	964972	352405	11/19/19	37,208.70
	RUNBECK ELECTION SERVICES INC	00001	964973	352405	11/19/19	27,995.00
	SOUTHERN WINE & SPIRITS LLC	00001	964975	352405	11/19/19	240.99
	SOUTHERN WINE & SPIRITS LLC	00001	964975	352405	11/19/19	609.76
	STRATEGY WITH ROX	00001	964981	352405	11/19/19	500.00
	VAN DIEST SUPPLY CO	00001	964984	352405	11/19/19	66.25
					Account Total	429,798.44
					Department Total	429,798.44

County of Adams
Vendor Payment Report

<u>5026</u>	<u>Golf Course- Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Contract Employment					
	PROFESSIONAL RECREATION MGMT I	00005	965027	352512	11/20/19	19,464.23
	PROFESSIONAL RECREATION MGMT I	00005	965027	352512	11/20/19	2,175.62
	PROFESSIONAL RECREATION MGMT I	00005	965027	352512	11/20/19	230.87
					Account Total	21,870.72
	Grounds Maintenance					
	D EDWARD CLARK & ASSOCIATES	00005	964948	352413	11/19/19	526.47
	GOLF & SPORT SOLUTIONS	00005	964949	352413	11/19/19	1,362.43
	L L JOHNSON DIST	00005	964953	352413	11/19/19	148.25
	PROFESSIONAL TREE & TURF EQUIP	00005	964955	352413	11/19/19	794.36
	TORO NSN	00005	964956	352413	11/19/19	229.00
	WILBUR-ELLIS COMPANY LLC	00005	964957	352413	11/19/19	240.00
	WILBUR-ELLIS COMPANY LLC	00005	964958	352413	11/19/19	120.00
	WILBUR-ELLIS COMPANY LLC	00005	964959	352413	11/19/19	14,818.00
					Account Total	18,238.51
	Repair & Maint Supplies					
	ALSCO AMERICAN INDUSTRIAL	00005	964946	352413	11/19/19	49.19
	ALSCO AMERICAN INDUSTRIAL	00005	964947	352413	11/19/19	47.76
					Account Total	96.95
	Telephone					
	PROFESSIONAL RECREATION MGMT I	00005	965027	352512	11/20/19	224.58
					Account Total	224.58
	Vehicle Parts & Supplies					
	GRAINGER	00005	964950	352413	11/19/19	48.39
	GRAINGER	00005	964951	352413	11/19/19	6.55
	INTERSTATE BATTERY OF ROCKIES	00005	964952	352413	11/19/19	69.90
	L L JOHNSON DIST	00005	964954	352413	11/19/19	724.93
					Account Total	849.77
					Department Total	41,280.53

County of Adams
Vendor Payment Report

<u>5021</u>	<u>Golf Course- Pro Shop</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Contract Employment					
	PROFESSIONAL RECREATION MGMT I	00005	965027	352512	11/20/19	10,977.07
	PROFESSIONAL RECREATION MGMT I	00005	965027	352512	11/20/19	1,252.84
	PROFESSIONAL RECREATION MGMT I	00005	965027	352512	11/20/19	92.98
					Account Total	12,322.89
	Golf Merchandise					
	PROFESSIONAL RECREATION MGMT I	00005	965027	352512	11/20/19	406.70
					Account Total	406.70
	Insurance Premiums					
	PROFESSIONAL RECREATION MGMT I	00005	965027	352512	11/20/19	675.32
					Account Total	675.32
	Security Service					
	PROFESSIONAL RECREATION MGMT I	00005	965027	352512	11/20/19	647.50
					Account Total	647.50
	Telephone					
	PROFESSIONAL RECREATION MGMT I	00005	965027	352512	11/20/19	163.74
	PROFESSIONAL RECREATION MGMT I	00005	965027	352512	11/20/19	61.10
					Account Total	224.84
					Department Total	14,277.25

County of Adams
Vendor Payment Report

<u>935119</u>	<u>HHS Grant</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Interpreting Services					
	LANGUAGE LINE SERVICES	00031	964524	351942	11/13/19	8.20
					Account Total	8.20
	Operating Supplies					
	CINTAS CORPORATION NO 2	00031	964489	351942	11/13/19	160.89
	CINTAS CORPORATION NO 2	00031	964490	351942	11/13/19	160.89
	CINTAS CORPORATION NO 2	00031	964491	351942	11/13/19	160.89
	CINTAS CORPORATION NO 2	00031	964492	351942	11/13/19	160.89
					Account Total	643.56
	Other Professional Serv					
	COLO DEPT OF HUMAN SERVICES	00031	964518	351942	11/13/19	245.00
	IDEMIA IDENTITY & SECURITY USA	00031	964481	351942	11/13/19	49.50
	IDEMIA IDENTITY & SECURITY USA	00031	964482	351942	11/13/19	49.50
	IDEMIA IDENTITY & SECURITY USA	00031	964483	351942	11/13/19	49.50
	IDEMIA IDENTITY & SECURITY USA	00031	964484	351942	11/13/19	49.50
	IDEMIA IDENTITY & SECURITY USA	00031	964485	351942	11/13/19	49.50
	IDEMIA IDENTITY & SECURITY USA	00031	964525	351942	11/13/19	49.50
					Account Total	542.00
	Subscrip/Publications					
	NULINX INTERNATIONAL	00031	964493	351942	11/13/19	676.00
	NULINX INTERNATIONAL	00031	964493	351942	11/13/19	119.00
	NULINX INTERNATIONAL	00031	964494	351942	11/13/19	676.00
	NULINX INTERNATIONAL	00031	964494	351942	11/13/19	119.00
					Account Total	1,590.00
	Telephone					
	CENTURY LINK	00031	964522	351942	11/13/19	182.65
					Account Total	182.65
					Department Total	2,966.41

County of Adams
Vendor Payment Report

8622	Insurance -Benefits & Wellness	Fund	Voucher	Batch No	GL Date	Amount
	Medical Services					
	A DEZIGN	00019	964693	352127	11/14/19	645.37
					Account Total	645.37
	Printing External					
	SIR SPEEDY	00019	964692	352127	11/14/19	42.20
					Account Total	42.20
					Department Total	687.57

County of Adams
Vendor Payment Report

<u>8614</u>	<u>Insurance- Delta Dental</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Self-Insurance Claims					
	DELTA DENTAL OF COLO	00019	964526	351964	11/13/19	18,230.70
					Account Total	18,230.70
					Department Total	18,230.70

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>
	Ins. Premium-Vision					
	PARNELL, WILLIAM	00019	965047	352540	11/20/19	21.92
					Account Total	21.92
	Received not Vouchered Clrg					
	AMERICAN RED CROSS	00019	964896	352405	11/19/19	176.00
	AMERICAN RED CROSS	00019	964897	352405	11/19/19	176.00
	COLO FRAME & SUSPENSION	00019	964906	352405	11/19/19	2,788.72
	COLO FRAME & SUSPENSION	00019	964919	352405	11/19/19	1,317.25
	COLO FRAME & SUSPENSION	00019	964920	352405	11/19/19	3,180.52
	COLO FRAME & SUSPENSION	00019	964921	352405	11/19/19	536.00
	FACTORY MOTOR PARTS	00019	964924	352405	11/19/19	346.50
	FACTORY MOTOR PARTS	00019	964925	352405	11/19/19	3,520.11
	THRIVE AT HOME NUTRITION LLC	00019	965057	352545	11/20/19	2,283.95
					Account Total	14,325.05
	Retiree Dental - Delta Premier					
	PARNELL, WILLIAM	00019	965047	352540	11/20/19	122.21
					Account Total	122.21
	Retiree Med - Kaiser					
	PARNELL, WILLIAM	00019	965047	352540	11/20/19	1,868.90
					Account Total	1,868.90
					Department Total	16,338.08

County of Adams
Vendor Payment Report

<u>8611</u>	<u>Insurance- Property/Casualty</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Auto Physical Damage					
	DIVERSIFIED BODY & PAINT SHOP	00019	964672	352114	11/14/19	3,196.10
	FINELINE GRAPHICS	00019	964668	352114	11/14/19	187.28
	HAZE EMERY	00019	964893	352342	11/18/19	5,050.98
					Account Total	8,434.36
	Prop Claims-Under Deduct					
	W L CONTRACTORS INC	00019	964669	352114	11/14/19	989.50
					Account Total	989.50
					Department Total	9,423.86

County of Adams
Vendor Payment Report

8623	Insurance- Vision	Fund	Voucher	Batch No	GL Date	Amount
	Ins. Premium-Vision					
	VISION SERVICE PLAN-CONNECTICU	00019	964681	352119	11/14/19	6.35
					Account Total	6.35
	Self-Insurance Claims					
	VISION SERVICE PLAN-CONNECTICU	00019	964689	352119	11/14/19	14,796.68
	VISION SERVICE PLAN-CONNECTICU	00019	964686	352119	11/14/19	186.25
					Account Total	14,982.93
					Department Total	14,989.28

County of Adams
Vendor Payment Report

<u>8617</u>	<u>Insurance- Workers Comp</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Administration Fee					
	WORKERS COMP SELF-INSUR FUND	00019	964687	352124	11/14/19	569.13
					Account Total	569.13
					Department Total	569.13

County of Adams
Vendor Payment Report

<u>1058</u>	<u>IT Network/Telecom</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	ZAYO GROUP HOLDINGS INC	00001	964356	351661	11/07/19	2,567.50
					Account Total	2,567.50
	Telephone					
	CENTURY LINK	00001	964850	352314	11/18/19	12.18
	TDS TELECOM	00001	964849	352314	11/18/19	874.58
	WINDSTREAM COMMUNICATIONS	00001	964851	352314	11/18/19	2,650.92
					Account Total	3,537.68
					Department Total	6,105.18

County of Adams
Vendor Payment Report

<u>934619</u>	<u>Non-Reimbursable Expenditures</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	L & N SUPPLY COMPANY INC	00031	964487	351942	11/13/19	1,310.40
					Account Total	1,310.40
					Department Total	1,310.40

County of Adams
Vendor Payment Report

6107	Open Space Projects	Fund	Voucher	Batch No	GL Date	Amount
	Infrastruc Rep & Maint					
	ALBERT FREI & SONS INC	00027	964599	352075	11/14/19	550.00
					Account Total	550.00
	Other Professional Serv					
	COLE CONSERVATION CONSULTING L	00027	964603	352086	11/14/19	3,900.00
					Account Total	3,900.00
					Department Total	4,450.00

County of Adams
Vendor Payment Report

6202	Open Space Tax- Grants	Fund	Voucher	Batch No	GL Date	Amount
	Grants to Other Instit					
	AURORA CITY OF	00028	964478	351944	11/13/19	125,000.00
	BARR LAKE STATE PARK	00028	964476	351944	11/13/19	3,743.00
	BENNETT PARKS AND RECREATION D	00028	964477	351944	11/13/19	5,000.00
	THORNTON CITY OF	00028	964479	351944	11/13/19	290,643.00
	THORNTON CITY OF	00028	964480	351944	11/13/19	222,796.00
					Account Total	647,182.00
					Department Total	647,182.00

County of Adams
Vendor Payment Report

<u>1015</u>	<u>People Services</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Insurance Premiums					
	CAREHERE LLC	00001	964813	352305	11/18/19	180.00
	CAREHERE LLC	00001	964813	352305	11/18/19	60.00
					Account Total	240.00
	Tuition Reimbursement					
	LUCERO-ALVAREZ JENNIFER	00001	965103	352674	11/21/19	1,485.00
					Account Total	1,485.00
					Department Total	1,725.00

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>
	Fair Expenses-General					
	ADCO Livestock Committee, Trea	00001	964628	352098	11/14/19	700.00
					Account Total	700.00
					Department Total	700.00

County of Adams
Vendor Payment Report

<u>5016</u>	<u>PKS- Trail Ranger Patrol</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	XCEL ENERGY	00001	964427	351880	11/12/19	21.34
	XCEL ENERGY	00001	964428	351880	11/12/19	23.78
	XCEL ENERGY	00001	964429	351880	11/12/19	144.42
	XCEL ENERGY	00001	964430	351880	11/12/19	27.81
					Account Total	217.35
	Repair & Maint Supplies					
	COLORADO WATER SYSTEMS CORP	00001	964600	352075	11/14/19	1,200.00
					Account Total	1,200.00
					Department Total	1,417.35

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	964842	352311	11/18/19	65.00
	FOREST SEAN	00001	964838	352311	11/18/19	65.00
	GARNER, ROSIE	00001	964839	352311	11/18/19	65.00
	HAGGERTY BRIAN	00001	964364	351737	11/08/19	65.00
	HERRERA, AARON	00001	964834	352311	11/18/19	65.00
	MARTINEZ JUSTIN PAUL	00001	964836	352311	11/18/19	65.00
	MCCREARY RAPHAEL	00001	964362	351737	11/08/19	65.00
	PLAKORUS DAVID	00001	964835	352311	11/18/19	65.00
	RICHARDSON SHARON	00001	964841	352311	11/18/19	65.00
	THOMPSON GREGORY PAUL	00001	964840	352311	11/18/19	65.00
	TONSAGER DENNIS	00001	964365	351737	11/08/19	65.00
	TRELOAR TARA A	00001	964366	351737	11/08/19	65.00
	WOLFE SANDRA KAY	00001	964363	351737	11/08/19	65.00
					Account Total	845.00
					Department Total	845.00

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>
	Operating Supplies					
	UNITED POWER (UNION REA)	00001	964471	351898	11/12/19	132.35
					Account Total	132.35
					Department Total	132.35

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	964774	352224	11/15/19	12,185.26
	AURORA CITY OF	00013	964775	352224	11/15/19	297,828.92
	BENNETT TOWN OF	00013	964776	352224	11/15/19	9,279.85
	BRIGHTON CITY OF	00013	964777	352224	11/15/19	135,663.66
	COMMERCE CITY CITY OF	00013	964778	352224	11/15/19	149,100.78
	FEDERAL HEIGHTS CITY OF	00013	964779	352224	11/15/19	24,724.97
	NORTHGLENN CITY OF	00013	964780	352224	11/15/19	90,474.42
	THORNTON CITY OF	00013	964781	352224	11/15/19	304,066.70
	WESTMINSTER CITY OF	00013	964782	352224	11/15/19	179,156.89
					Account Total	1,202,481.45
					Department Total	1,202,481.45

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					
	CLERK OF ADAMS COUNTY COURT	00013	965097	352672	11/21/19	23,986.00
	TDSO HOLDINGS LLC	00013	965100	352672	11/21/19	212.50
					Account Total	24,198.50
					Department Total	24,198.50

County of Adams
Vendor Payment Report

3031	PW - Operations & Maintenance	Fund	Voucher	Batch No	GL Date	Amount
	Ice Control Material					
	GMCO CORPORATION	00013	964938	352405	11/19/19	.01-
	GMCO CORPORATION	00013	964937	352405	11/19/19	.01-
	GMCO CORPORATION	00013	964939	352405	11/19/19	.01-
	SALTWORX INC	00013	964983	352405	11/19/19	.51
					Account Total	.48
					Department Total	.48

County of Adams
Vendor Payment Report

<u>97975</u>	<u>RESEA Program-FY16</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Postage & Freight					
	ADAMS COUNTY HUMAN SERVICES	00035	964472	351940	11/13/19	69.50
					Account Total	69.50
					Department Total	69.50

County of Adams
Vendor Payment Report

8624	Retiree-Vision	Fund	Voucher	Batch No	GL Date	Amount
	Ins. Premium-Vision					
	VISION SERVICE PLAN-CONNECTICU	00019	964683	352119	11/14/19	384.81
					Account Total	384.81
	Self-Insurance Claims					
	VISION SERVICE PLAN-CONNECTICU	00019	964688	352119	11/14/19	1,337.48
					Account Total	1,337.48
					Department Total	1,722.29

County of Adams
Vendor Payment Report

13	Road & Bridge Fund	Fund	Voucher	Batch No	GL Date	Amount
	Received not Vouchered Clrg					
	A-1 CHIPSEAL CO	00013	964895	352405	11/19/19	9,667.50
	CENTRAL SALT LLC	00013	964902	352405	11/19/19	3,816.09
	CENTRAL SALT LLC	00013	964903	352405	11/19/19	1,848.33
	CENTRAL SALT LLC	00013	964904	352405	11/19/19	1,885.51
	EP&A ENVIROTAC INC	00013	964923	352405	11/19/19	80,471.25
	GMCO CORPORATION	00013	964938	352405	11/19/19	2,829.53
	GMCO CORPORATION	00013	964927	352405	11/19/19	9,200.00
	GMCO CORPORATION	00013	964928	352405	11/19/19	2,561.11
	GMCO CORPORATION	00013	964930	352405	11/19/19	2,784.79
	GMCO CORPORATION	00013	964932	352405	11/19/19	2,852.75
	GMCO CORPORATION	00013	964933	352405	11/19/19	2,578.32
	GMCO CORPORATION	00013	964934	352405	11/19/19	2,880.28
	GMCO CORPORATION	00013	964935	352405	11/19/19	6,002.31
	GMCO CORPORATION	00013	964936	352405	11/19/19	2,498.31
	GMCO CORPORATION	00013	964937	352405	11/19/19	2,746.08
	GMCO CORPORATION	00013	964939	352405	11/19/19	2,081.07
	JK TRANSPORTS INC	00013	964943	352405	11/19/19	15,412.50
	JK TRANSPORTS INC	00013	964944	352405	11/19/19	2,992.50
	LAND TITLE GUARANTEE COMPANY	00013	964968	352405	11/19/19	423.00
	MOUNTAIN NAVIGATION, INC	00013	964971	352405	11/19/19	2,730.00
	SALTWORX INC	00013	964983	352405	11/19/19	9.43
	SALTWORX INC	00013	964983	352405	11/19/19	44,236.00
	W L CONTRACTORS INC	00013	964986	352405	11/19/19	20,878.20
	W L CONTRACTORS INC	00013	964987	352405	11/19/19	5,624.55
	WAGNER EQUIPMENT COMPANY	00013	964985	352405	11/19/19	5,659.95
					Account Total	234,669.36
	Retainages Payable					
	A-1 CHIPSEAL CO	00013	964895	352405	11/19/19	483.38-
	MARTIN MARIETTA MATERIALS INC	00013	964706	352197	11/15/19	266,933.53
	MARTIN MARIETTA MATERIALS INC	00013	964706	352197	11/15/19	19,986.86
	MARTIN MARIETTA MATERIALS INC	00013	964706	352197	11/15/19	11,965.88
	MARTIN MARIETTA MATERIALS INC	00013	964707	352197	11/15/19	26,045.19
					Account Total	324,448.08
					Department Total	559,117.44

County of Adams
Vendor Payment Report

<u>94</u>	<u>Sheriff Payables</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Brain Trust					
	COLO DEPT OF HUMAN SERVICES	00094	964962	352415	11/19/19	2,640.00
					Account Total	2,640.00
	Family Friendly Fee					
	COLO JUDICIAL DEPT	00094	964978	352415	11/19/19	248.00
					Account Total	248.00
	Fingerprint Cards - CBI					
	COLO BUREAU OF INVESTIGATION	00094	964726	352201	11/15/19	9,792.50
					Account Total	9,792.50
	State Surcharge					
	CLERK OF THE COUNTY COURT	00094	964974	352415	11/19/19	2,455.00
					Account Total	2,455.00
					Department Total	15,135.50

County of Adams
Vendor Payment Report

<u>2015</u>	<u>SHF- Civil Section</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Sheriff's Fees					
	ABC LEGAL SERVICES	00001	964787	352233	11/15/19	19.00
	ALTITUDE COMMUNITY LAW	00001	964783	352233	11/15/19	19.00
	ALTITUDE COMMUNITY LAW	00001	964784	352233	11/15/19	19.00
	BAUER FURMAN PC	00001	964789	352233	11/15/19	19.00
	BUDRAITIS BENJAMIN	00001	964790	352233	11/15/19	19.00
	JANEWAY LAW FIRM PC	00001	964785	352233	11/15/19	143.00
	JANEWAY LAW FIRM PC	00001	964786	352233	11/15/19	66.00
	LANGE CHRISTOPHER SCOTT	00001	964792	352233	11/15/19	19.00
	LIN GANG	00001	964793	352233	11/15/19	19.00
	RIOS SALAS MARICELA	00001	964794	352233	11/15/19	65.00
	RUBIN MICHAEL JOHN	00001	964788	352233	11/15/19	66.00
	WILBERT SHELBY LEIGH	00001	964791	352233	11/15/19	19.00
					Account Total	492.00
					Department Total	492.00

County of Adams
Vendor Payment Report

<u>4316</u>	<u>Wastewater Treatment Plant</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	ROGGEN FARMERS ELEVATOR ASSN	00043	964566	351978	11/13/19	<u>284.90</u>
					Account Total	<u>284.90</u>
					Department Total	<u><u>284.90</u></u>

County of Adams
Vendor Payment Report

<u>97500</u>	<u>WIOA YOUTH OLDER</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Supp Svcs-Incentives					
	MENDOZA REYNA L	00035	964473	351940	11/13/19	10.00
	PORTER DEVON L	00035	964474	351940	11/13/19	40.00
					Account Total	50.00
					Department Total	50.00

County of Adams
Vendor Payment Report

Grand Total 3,355,712.90



**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
November 19, 2019
9:30 AM**

1. ROLL CALL

Present: 4 - Commissioner Henry, Commissioner Pinter, Commissioner O'Dorisio,
and Commissioner Hodge

Excused: 1 - Commissioner Tedesco

2. PLEDGE OF ALLEGIANCE

3. MOTION TO APPROVE AGENDA

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

Aye: 4 - Commissioner Henry, Commissioner Pinter, Commissioner O'Dorisio, and
Commissioner Hodge

4. AWARDS AND PRESENTATIONS

- A.** Resolution Approving the Award of Open Space Grant Awards and Grant
Agreements on November 19, 2019
(File approved by ELT)

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

Aye: 4 - Commissioner Henry, Commissioner Pinter, Commissioner O'Dorisio, and
Commissioner Hodge

B. Open Space Grant Awards Presentation

5. PUBLIC COMMENT

A. Citizen Communication

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

B. Elected Officials' Communication

6. CONSENT CALENDAR

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

Aye: 4 - Commissioner Henry, Commissioner Pinter, Commissioner O'Dorisio, and Commissioner Hodge

- A. List of Expenditures Under the Dates of November 4-8, 2019**
- B. Minutes of the Commissioners' Proceedings from November 12, 2019**
- C. Resolution Approving an Intergovernmental Agreement between Adams County, the City of Westminster, and the City of Federal Heights
(File approved by ELT)**
- D. Resolution Acknowledging Public Hearing for the Adams County 2018 Consolidated Annual Performance Evaluation Report
(File approved by ELT)**
- E. Resolution Approving Abstract of Assessment for Tax Year 2019
(File approved by ELT)**
- F. Resolution Appointing Dean Berenbaum to the Local Emergency Planning Committee as an Adams County Emergency Management Representative
(File approved by ELT)**

7. NEW BUSINESS

A. COUNTY MANAGER

1. Resolution Approving Amendment Two to the Agreement between Adams County and Cesco Linguistic Services Inc., to Provide Translation Services for Adams County

(File approved by ELT)

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

Aye: 4 - Commissioner Henry, Commissioner Pinter, Commissioner O'Dorisio, and Commissioner Hodge

2. Resolution Approving Amendment Two to the Agreement between Adams County and A&A Languages, LLC, to Provide Translation Services for Adams County

(File approved by ELT)

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

Aye: 4 - Commissioner Henry, Commissioner Pinter, Commissioner O'Dorisio, and Commissioner Hodge

3. Resolution Approving Amendment Two between Adams County and FCI Constructors, Inc., for the Fleet and Public Works Building Project

(File approved by ELT)

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

Aye: 4 - Commissioner Henry, Commissioner Pinter, Commissioner O'Dorisio, and Commissioner Hodge

4. Resolution Approving Amendment One between Adams County and Taylor Kohrs, LLC, for the Adams County Leader Blade Station Project

(File approved by ELT)

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

Aye: 4 - Commissioner Henry, Commissioner Pinter, Commissioner O'Dorisio, and Commissioner Hodge

B. COUNTY ATTORNEY

8. LAND USE HEARINGS

A. Cases to be Heard

Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)
(b) for the Purpose of Receiving Legal Advice

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

Aye: 4 - Commissioner Henry, Commissioner Pinter, Commissioner O'Dorisio, and Commissioner Hodge

1. EXG2019-00001 Aggregate Industries Tucson South
(File approved by ELT)

A motion was made by Commissioner Pinter, seconded by Commissioner Henry, that this Land Use Hearing be denied. The motion carried by the following vote:

Aye: 4 - Commissioner Henry, Commissioner Pinter, Commissioner O'Dorisio, and Commissioner Hodge

9. ADJOURNMENT

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION ESTABLISHING OFFICE CLOSURES FOR 2020

BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Adams County Government will be closed on the following days in 2020:

<u>Date</u>	<u>Day</u>
January 1, 2020	Wednesday
January 20, 2020	Monday
February 17, 2020	Monday
May 25, 2020	Monday
July 3, 2020	Friday
September 7, 2020	Monday
October 12, 2020	Monday
November 11, 2020	Wednesday
November 26, 2020	Thursday
November 27, 2020	Friday
December 24, 2020	Thursday
December 25, 2020	Friday

Floating holiday: In accordance with our vision for inclusion and in recognition of the many diverse cultures and heritages that make up our community, Adams County also grants employees* a Floating Holiday designed to enable our employees to celebrate and honor a holiday of their choice. A-Proud, the Adams County Diversity, Equity and Inclusion Employee Council, manages a calendar honoring many cultural celebrations and holidays throughout the year and provides educational information throughout the county offices to honor our diversity and create a more inclusive organization.

** Per the employee handbook, holidays are granted to full-time regular, project-designated, grant-funded, executive or appointed (40 hours/week), or part-time 3 (30 to 39 hours/week) employees.*



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 10, 2019
SUBJECT: Cooperative Wildfire Protection Agreement
FROM: Richard Reigenborn, Sheriff and Ron Sigman, Emergency Manager
AGENCY/DEPARTMENT: Sheriff's Office and Emergency Management
HEARD AT STUDY SESSION ON
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves the Agreement.

BACKGROUND:

This Agreement for Cooperative Wildfire Protection is made between Adams County, Adams County Sheriff and the State of Colorado for the benefit of the Division of Fire Prevention and Control (DFPC).

In accordance with C.R.S. §29-22.5-103(3)(a), the DFPC is designated the lead Colorado State Agency for Wildland Fire suppression as identified in the Colorado State emergency operations plan.

In accordance with C.R.S. § 24-33.5-1203(1)(h), the DFPC provides technical assistance, upon request, to the County, the Sheriff, and Fire Departments on local fire safety matters such as fire prevention, fire protection, fire investigation, and emergency medical services.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Sheriff's Office
Adams County Office of Emergency Management
State of Colorado's Department of Public Safety, Division of Fire Prevention and Control

ATTACHED DOCUMENTS:

Resolution
Cooperative Wildfire Protection Agreement

FISCAL IMPACT:

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

Fund:**Cost Center:**

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

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

New FTEs requested: ☐ YES ☐ NO

Future Amendment Needed: ☐ YES ☐ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING COOPERATIVE WILDFIRE PROTECTION AGREEMENT WITH
DIVISION OF FIRE PREVENTION AND CONTROL (DFPC)

WHEREAS, pursuant to C.R.S. §29-22.5-103(3)(a), the DFPC is designated the lead Colorado State Agency Wildland Fire suppression agency as identified in the Colorado State emergency operations plan; and,

WHEREAS, pursuant to C.R.S. § 24-33.5-1203(1)(h), the DFPC provides technical assistance, upon request, to the County, the Sheriff, and Fire Departments on local fire safety matters such as fire prevention, fire protection, fire investigation, and emergency medical services; and,

WHEREAS, Adams County, the Adams County Sheriff, and the Colorado Department of Public Safety, Division of Fire Prevention and Control entered into an Agreement for Cooperative Wildfire Protection in Adams County.

NOW, THEREFORE BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Agreement for Cooperative Wildfire Protection in Adams County is approved and the Chair is authorized to execute same.

**AGREEMENT
FOR
COOPERATIVE WILDFIRE PROTECTION**

This Agreement is made by and between Adams County, Colorado acting through its Board of County Commissioners and the Adams County Sheriff, the Sheriff of the County and the State of Colorado acting by and through the Department of Public Safety for the benefit of the Division of Fire Prevention and Control.

A. AUTHORITIES

C.R.S. § 24-33.5-707.	Local and Interjurisdictional Disaster Agencies and Services
C.R.S. § 24-33.5-709	Local Disaster Emergencies
C.R.S. § 24-33.5-1201.	Division of Fire Prevention and Control
C.R.S. § 24-33.5-1202.	Definitions
C.R.S. § 24-33.5-1203.	Duties of Division
C.R.S. § 24-33.5-1217.5.	Minimum Prescribed Burning Standards
C.R.S. § 24-33.5-1218.	Cooperation with Governmental Units
C.R.S. § 24-33.5-1219.	Wildland Fires – Duty of Sheriff to Report
C.R.S. § 24-33.5-1220.	Funds Available – Emergency Fire Fund
C.R.S. § 24-33.5-1221.	State Responsibility Determined
C.R.S. § 24-33.5-1222.	Cooperation by Counties
C.R.S. § 24-33.5-1223.	Sheriffs to Enforce
C.R.S. § 24-33.5-1224.	Limitation of State Responsibility
C.R.S. § 24-33.5-1225.	Emergencies
C.R.S. § 24-33.5-1226.	Wildfire Emergency Response Fund
C.R.S. § 24-33.5-1228.	Colorado Firefighting Air Corps
C.R.S. § 29-1-101, <i>et seq.</i>	Local Government Budget Law
C.R.S. § 29-22.5-101, <i>et seq.</i>	Wildland Fire Planning
C.R.S. § 30-10-512.	Sheriff to Act as Fire Warden
C.R.S. § 30-10-513.	Duties of Sheriff – Coordination of Fire Suppression Efforts for Forest, Prairie, or Wildland fire - expenses
C.R.S. § 30-10-516.	Sheriffs to Preserve Peace – Command Aid
C.R.S. § 30-11-107(1) (o).	Powers of the Board of County Commissioners

B. RECITALS

1. In accordance with C.R.S. § 29-22.5-103(3)(a), the DFPC is designated the lead Colorado State Agency for Wildland Fire suppression as identified in the Colorado State emergency operations plan.

2. In accordance with C.R.S. § 24-33.5-1203(1)(h), the DFPC provides technical assistance, upon request, to the County, the Sheriff, and Fire Departments on local fire safety matters such as fire prevention, fire protection, fire investigation, and emergency medical services.

3. In accordance with C.R.S. § 24-33.5-1203(1)(k) and (m), the DFPC, upon request, assists the County, the Sheriff, and Fire Departments' efforts to procure, inspect, and maintain Wildland Fire resources and equipment, and the County, the Sheriffs and Fire Departments' efforts to organize, train, and equip personnel to detect, contain, and extinguish Wildland Fires.

4. In accordance with the *Statewide Cooperative Wildland Fire Management and Stafford Act Response Agreement for the State of Colorado*, as amended, the DFPC facilitates input of eligible Fire Department, County, Sheriff and State Wildfire resources into the ROSS or successor system(s), from which those resources can be ordered when needed. DFPC also administers and manages the IQS program, which is used to track NWCG qualifications for Fire Department, County, Sheriff, and State personnel and enters such personnel into the ROSS or successor system(s).

5. In accordance with C.R.S. §§ 24-33.5-1203(1)(m), 24-33.5-1231, and other applicable statutes, the DFPC administers certain State and Federal programs related to the County, the Sheriff, and Fire Departments' Wildland Fire duties and responsibilities such as the FEPP Program, DFPC engine program, and other grant programs.

6. In accordance with C.R.S. § 24-33.5-1228, the DFPC manages the Colorado firefighting air corps.

7. In accordance with C.R.S. § 29-22.5-103(1)(a), the chief of the fire department in each fire protection district in the state is responsible for the management of Wildland Fires that occur within the boundaries of his or her district and that are within the capability of the fire district to control or extinguish.

8. In accordance with C.R.S. § 29-22.5-103(2)(a), the Sheriff is the fire warden of the county and is responsible for the planning for, and the coordination of, efforts to suppress County Responsibility Fires. Further, pursuant to C.R.S. § 29-22.5-103(2)(b), the Sheriff is responsible for appointing a Local Incident Management Team to provide the command and control infrastructure required to manage a County Responsibility Fire, and for assuming financial responsibility for the Wildland Firefighting efforts on behalf of the County in compliance with the terms of the Local Government Budget Law of Colorado, C.R.S. § 29-1-101, *et seq.*

9. In accordance with C.R.S. § 29-22.5-104(1), the Sheriff may develop and update as necessary a wildfire preparedness plan for the unincorporated areas of the county in cooperation with any fire district with jurisdiction over such unincorporated areas.

10. In accordance with C.R.S. § 30-10-516, the Sheriff is responsible for preserving the peace within the county.

11. In accordance with C.R.S. § 30-10-513(2), with the Sheriff's concurrence, the DFPC may assume any of the Sheriff's Wildland Fire duties or responsibilities.

12. In accordance with C.R.S. §§ 29-22.5-103(3)(c), in the case of a wildland fire that exceeds the capability of the county to control or extinguish, the division may assist the sheriff in controlling or extinguishing such fires, and may assume command of such incidents with the concurrence of the sheriff under a unified command structure.

13. In accordance with C.R.S. §§ 29-22.5-103(2)(c) and 30-10-513(1)(d), in the case of a State Responsibility Fire, the Sheriff and the DFPC are required to enter into an agreement concerning the transfer of authority and responsibility for fire suppression and the retention of responsibilities under a Unified Command Structure.

C. PURPOSE

The purpose of this agreement is to detail process and procedures on how the Parties work together to implement Statute, and prevent, prepare for, respond to, and bill for wildland fire in Colorado.

D. DEFINITIONS

“Agency Administrator The chief executive officer (or designee) of the agency or jurisdiction that has responsibility for the incident.

“Agency Representative.” An individual assigned to an incident from an assisting or cooperating agency who has been delegated authority to make decisions on matters affecting that agency’s participation at the incident.

“Agreement.” This *Agreement for Cooperative Wildfire Protection*.

“Assumption of Fire Control Duty Agreement.” A written agreement between the County, the Sheriff, and the DFPC concerning the scope of the transfer of authority and responsibility for fire management and the retention of responsibilities over a Wildland Fire between the County and the Sheriff to the DFPC. The Assumption of Fire Control Duty Agreement may allocate costs and shall articulate any authority delegated to the DFPC by the Sheriff and any authority and duties retained by the Sheriff. This definition also includes the agreement that addresses the return of duties from DFPC to the Sheriff.

“Colorado Cooperative Wildland Fire Management and Stafford Act Response.” Agreement between the State and Federal Land Management Agencies that defines roles and responsibilities related to wildland fire.

“Colorado Emergency Operations Line.” The Colorado Department of Public Safety’s point of contact for the County and the Sheriff to report Wildland Fires or to request any all-hazard assistance. This number will connect the caller with the on-duty communications personnel of the Colorado Department of Public Safety who will then notify the appropriate DFPC Battalion Chief or CDPS personnel

"Colorado Prescribed Fire Planning and Implementation Policy Guide." The DFPC's annual guide that provides standardized procedures specifically associated with the planning and implementation of prescribed fire, accessible via DFPC Battalion Chiefs.

"County." Adams County, Colorado acting through its Board of County Commissioners.

"County AOP." The *County Annual Operating Plan* is a planning document between the County, the Sheriff, the DFPC, Federal land agencies, and other possible participants, adopted on an annual basis. The County AOP documents how interagency cooperation is to be implemented within the County. The County AOP shall be drafted by DFPC in cooperation with the County, but substantially in the form attached as Exhibit A.

"County Responsibility Fire." A Wildland Fire occurring on non-federal lands in the unincorporated area of the county outside the boundaries of a fire protection district or a Wildland Fire that exceeds the capabilities of a fire protection district to contain, control or extinguish.

"DFPC" or "Division." The Colorado Division of Fire Prevention and Control.

"DFPC Analysis Form." The analysis form used by the DFPC and the Sheriff to evaluate whether a Wildland Fire meets the criteria to be elevated to a State Responsibility Fire or may otherwise qualify for State coordinated financial assistance attached as Exhibit B

"DFPC Battalion Chief." DFPC regional field representative, or his or her designee. Formerly Regional Fire Management Officer.

"Disaster." Pursuant to C.R.S. § 24-33.5-703(3), the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural cause or cause of human origin, including but not limited to a Wildland Fire, existing in the state or in any county, city, town, or district in the state.

"EFF." Means the Emergency Fire Fund as defined in C.R.S. § 24-33.5-1202(3.8) and § 24-33.5-1220, *et seq.*

"FEPP Program." The Federal Excess Personal Property Program enacted by Congress under the Federal Property and Administrative Services Act of 1949 (June 30, 1949, Pub. L. 152, Ch. 288, 63 Stat. 377) and the Cooperative Forestry Assistance Act of 1978 (16 U.S.C. § 2101 *et seq.*) through which DFPC is responsible for building and maintaining fire equipment in the State of Colorado.

"Fire Department." Pursuant to C.R.S. § 24-33.5-1202(3.9), the duly authorized fire protection organization of a town, city, county, or city and county, a fire protection district, or a metropolitan district or county improvement district that provides fire protection.

“Incident Commander.” Pursuant to C.R.S. § 29-22.5-102(2), the individual responsible for the overall management of the incident including developing incident objectives and managing all incident operations, by virtue of explicit legal, agency, or delegated authority.

“IQS.” The Incident Qualification System developed by the National Association of State Foresters. IQS is a software program that allows the user to track incident qualifications, experience, tasks books and fitness levels for organization/agency personnel.

“Local Incident Management Team.” Pursuant to C.R.S. § 29-22.5-102(4), a single or multi-agency team of capable individuals formed and managed at the local or county level and created or activated when necessary to provide the command and control infrastructure required to manage a major or complex incident requiring a significant number of local and mutual aid resources.

“Mutual Aid Agreement.” Pursuant to C.R.S. § 29-22.5-102(5), a written agreement between or among federal, state, and local agencies in which the agencies agree to assist one another upon request by furnishing such resources as personnel and equipment.

“NFIRS.” The National Fire Incident Reporting System or its successor system.

“NIMS.” Pursuant to C.R.S. § 29-22.5-102(6), the National Incident Management System is the national command and management system developed by the U.S. Department of Homeland Security to provide a unified approach to incident management.

“NWCG.” The National Wildfire Coordinating Group.

“Party” or “Parties.” “Party” means the County, or the Sheriff, or the DFPC and “Parties” means the County, the Sheriff and the DFPC.

“Prescribed Burning.” Pursuant to C.R.S. § 24-33.5-1202(8.3), the application of fire, in accordance with a written prescription for vegetative fuels, under specified environmental conditions while following appropriate precautionary measures that ensure public safety and that is confined to a predetermined area to accomplish public safety or land management objectives. The term excludes controlled agricultural burns and controlled ditch burns.

“ROSS.” The Resource Ordering and Status System chartered by the National Wildfire Coordinating Group and managed by the U.S. Forest Service. ROSS is a nationwide, web-based database system that tracks all tactical, logistical, service and support resources mobilized by the incident dispatch community.

“Sheriff.” The Sheriff of the county, or his or her designee.

“State.” The State of Colorado.

“State Responsibility Fire.” A County Responsibility Fire that exceeds the County and the Sheriff’s capability to control or extinguish as exhibited by the DFPC Analysis Form and for which DFPC has assumed fire control duty as provided in the Assumption of Fire Control Duty Agreement and determined that the fire meets the criteria for EFF, or for State-coordinated financial assistance.

“Unified Command” or “Unified Command Structure.” Pursuant to C.R.S. § 29-22.5-102(8), the incident commanders representing agencies or jurisdictions that share responsibility for the incident manage the response from a single incident command post, allowing agencies with different legal, geographic, and functional authorities and responsibilities to work together effectively without affecting individual agency authority, responsibility, or accountability.

“Wildland Area.” Pursuant to C.R.S. § 29-22.5-102(9), an area in which development is essentially nonexistent, except for roads, railroads, power lines, and similar infrastructure, and in which structures, if present, are widely scattered.

“Wildland Fire.” Pursuant to C.R.S. § 29-22.5-102(10), an unplanned or unwanted fire in a Wildland Area, including unauthorized human-caused fires, out-of-control prescribed fires, and all other fires in Wildland Areas where the objective is to extinguish the fire. For purposes of this Agreement, Wildland Fire also includes fires in the Wildland Urban Interface area.

“Wildfire.” For purposes of this Agreement, Wildfire has the same meaning as Wildland Fire.

E. ACKNOWLEDGEMENT OF SUPPLEMENTS TO THIS AGREEMENT

County AOPs, Assumption of Fire Control Duty Agreements, Cost Share Agreements, their successor documents, or other supplements to this Agreement further describe the working relationships, financial arrangements and joint activities not otherwise specified under the terms of this Agreement.

F. HIERARCHY AND PRECEDENCE FOR AGREEMENTS

The provisions of this Agreement shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Agreement and other agreements between the Parties, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

1. The Colorado Special Provisions;
2. The provisions of the main body of this Agreement, and any amendments thereto;

3. Executed EFF Agreement for EFF Counties;

The hierarchy of precedence for other agreements may be identified in the County AOP.

G. AGREEMENT

Section 1. PLANNING

1.1 County AOP. Prior to April 1 of each year, the Parties, along with other agencies having Wildland Fire responsibilities within the county, shall jointly prepare, review, update, execute, and distribute a new AOP or formally extend the current agreement by executing a new signature page. The DFPC Battalion Chief shall arrange the date and location of the County AOP meeting(s), and shall be the lead coordinator and facilitator of the County AOP process. The Parties acknowledge and agree that with the Sheriff's consent, Fire Departments may participate in County AOP meeting(s). However, the Parties may revise the County AOP to comport with the County's emergency operations plan, Mutual Aid Agreements, community wildfire protection plans, county wildfire preparedness plan, or any other agreements with Fire Departments or other governmental entities. Failure to execute a County AOP by the April 1 deadline will not result in a penalty to any Party pursuant to this agreement.

1.2 AOP Extension. If the Parties are unable to meet the requirements of 1.1, one or more 30-day extensions may be granted upon the mutual consent of the DFPC Battalion Chief and the County Sheriff and written notice sent to all the AOP Parties in the prior year's County AOP.

1.3 Intergovernmental Agreement Concerning Local Fires. County is encouraged to develop and execute an agreement between County and local fire protection districts to establish, at a minimum, a process to elevate a fire from local responsibility to a County Responsibility Fire. The Parties acknowledge that such local agreements may impact County's roles and responsibilities and may need to be addressed in other agreements between the Parties, including but not limited to cost share agreements and assumption of fire control duty agreements.

Section 2. ROLES AND RESPONSIBILITIES IN A COUNTY RESPONSIBILITY FIRE

2.1 County and Sheriff Responsibilities. The County and Sheriff are fiscally and operationally responsible, respectively, for a County Responsibility Fire as described in C.R.S. §§ 29-22.5-103 (2)(b) and 30-11-107(1)(o). Thereby, for the duration of a County Responsibility Fire and pursuant to any applicable emergency operations plan, Mutual Aid Agreements, community wildfire protection plans, county wildfire preparedness plans, cost share agreement, or other agreements between the County and Fire Departments or other governmental entities, the Sheriff shall appoint a Local Incident Management Team to provide the command and control infrastructure necessary to manage a County Responsibility Fire. The Local Incident Management Team may consist of a single individual serving as Incident Commander. On behalf of the County, the Sheriff shall assume financial responsibility for Wildland Fire

suppression efforts and the authority for the ordering, monitoring and tracking the costs of resources subject to compliance with State law. Nothing in this agreement authorizes any county fire warden, firefighter, or county officer to obligate the State for payment of any money without prior state approval.

2.2 DFPC Responsibilities. The State's principal role during a County Responsibility Fire is to support the County and the Sheriff in their response to the Wildland Fire. Thereby, for the duration of a County Responsibility Fire, the DFPC shall administer certain State programs related to the County and Sheriff's Wildland Fire duties and responsibilities, such as the Wildfire Emergency Response Fund program set forth in C.R.S. § 24-33.5-1226 and the Colorado Firefighting Air Corps program created pursuant to C.R.S. § 24-33.5-1228. If requested by the Sheriff, the DFPC shall appoint an Agency Representative who shall provide technical assistance to the Sheriff and the appointed Local Incident Management Team. Further, the DFPC shall reply to all requests for State personnel, resources, and equipment from the County, Sheriff, or the Local Incident Management Team, even if the DFPC cannot provide the requested personnel, resources, and/or equipment. DFPC may enter into separate agreements with the County and the Sheriff to provide the requested personnel, resources, and/or equipment. Nothing in this agreement authorizes any DFPC employee to obligate the County for payment of any money without prior County approval.

2.3 Parties Mutual Responsibilities. No Party shall delay suppression efforts while deciding jurisdictional responsibilities for fires in which suppression is the appropriate management response.

Section 3. ROLES AND RESPONSIBILITIES IN A STATE RESPONSIBILITY FIRE

3.1 Procedure for Elevating a County Responsibility Fire to a State Responsibility Fire. Pursuant to C.R.S. § 30-10-513, when the Sheriff determines that a County Responsibility Fire exceeds the County's capability to control or extinguish, the Sheriff shall request assistance from DFPC through the Colorado Emergency Operations Line or by any other available means of communication the Sheriff so chooses. Following such a request for assistance, the DFPC and the Sheriff will assess the fire situation utilizing the DFPC Analysis Form. The Wildland Fire shall be elevated to a State Responsibility Fire when both the DFPC Analysis threshold has been met and the Parties have entered into an Assumption of Fire Control Duty Agreement whereby the Parties will allocate responsibilities related to fire suppression responsibilities and financial responsibilities.

If the County participates in the Emergency Fire Fund program, the DFPC shall assess whether the Wildland Fire qualifies for Emergency Fire Fund assistance by following the procedures outlined in the County's Memorandum of Understanding: For Participation in the Colorado Emergency Fire Fund or successor agreement.

3.2 County and Sheriff Responsibilities. For the duration of a State Responsibility Fire, the Sheriff, at the Sheriff's discretion, may serve or appoint someone to serve as an Agency Administrator. The Sheriff's Agency Administrator shall, at the Sheriff's discretion, in consultation and cooperation with DFPC's Agency Administrator, appoint an Incident

Commander. The Sheriff's Agency Administrator shall work collaboratively with DFPC's Agency Administrator to identify objectives and concerns to share with the Incident Commander. If the Sheriff elects to not serve as or appoint an Agency Administrator, the Sheriff shall serve as or appoint an Agency Representative. Nothing in this agreement authorizes any county fire warden, firefighter, or county officer to obligate the State for payment of any money without prior state approval.

3.3 DFPC Responsibilities. For the duration of a State Responsibility Fire, the DFPC shall administer EFF and/or State funds for fire management costs and appoint an Agency Administrator who shall represent the State in accordance with the delegation of authority from the DFPC Director. The ordering, monitoring, and tracking of resources and costs will be performed by the Incident Commander, or whoever is delegated to do so by the Agency Administrator(s). DFPC's Agency Administrator shall, in consultation and cooperation with any appointed Sheriff's Agency Administrator, appoint an Incident Commander. The DFPC Agency Administrator shall work collaboratively with any appointed Sheriff Agency Administrator to identify objectives and concerns to share with the Incident Commander. Nothing in this agreement authorizes any DFPC employee to obligate the County for payment of any money without prior County approval.

3.4 Parties' Mutual Responsibilities. In the case of a State Responsibility Fire, the Parties shall enter into the following separate agreements specifically addressing, at a minimum, the bulleted subjects:

Assumption of Fire Control Duty Agreement (County to State):

- Transfer of authority and responsibility for fire suppression to DFPC;
- Specific limitations to the fire control duty assumed by DFPC;
- Description of the powers and responsibilities retained by the County and Sheriff and those transferred to the DFPC.

Assumption of Fire Control Duty Agreement (State to County):

- Criteria and procedures to be utilized by the Parties to determine when the County and the Sheriff will again be capable of containing, controlling or extinguishing the Wildfire allowing the State Responsibility Fire to be lowered to a County Responsibility Fire.

Cost Share Agreements:

- Outline of the Parties' various financial responsibilities and the authority for the ordering and monitoring of resources.

Because the Parties may maintain separate legal and functional authority and responsibility related to a State Responsibility Fire, responsibility for tasks beyond fire suppression may be included or excluded from the agreements described above upon agreement of the Parties. Both Parties agree that all incident-related activities, including non-suppression activities, shall, at a minimum, be communicated to the incident commander and to other coordinating entities.

No Party shall delay suppression efforts while deciding jurisdictional responsibilities for fires in

which suppression is the appropriate management response.

3.5 *Appeal of Determination of State Responsibility Fire.* Review of the DFPC Director's decision on whether or not to elevate a fire to a State Responsibility Fire will be in accordance with the provisions of C.R.S. § 24-4-106.

Section 4. WILDFIRE PREPAREDNESS

4.1 *County and Sheriff Responsibilities.* The County and the Sheriff shall comply with the Wildland fire planning responsibilities as set forth in C.R.S. § 29-22.5-101, *et seq.* and the provisions of C.R.S. §§ 30-10-513 and 30-10-513.5. The County and the Sheriff agree to identify for DFPC any designated individuals other than the Sheriff with the authority to make wildfire preparedness decisions. The County and Sheriff agree to work collaboratively with the DFPC's Battalion Chief in the coordination of DFPC resources and training. The County and Sheriff agree to cooperate in organizing, training, equipping, and maintaining of Wildland firefighting forces within the county. The County and Sheriff agree to communicate with local Fire Departments, as needed, to ensure relevant information is available to the County, the Sheriff, and local Fire Departments. The County and Sheriff may enter into agreements with local Fire Departments that identify the procedures necessary to transition financial and overall management of a Wildland Fire from the local Fire Department to the Sheriff, define control capabilities, and establish cost-share principles.

4.2 *DFPC Responsibilities.* The DFPC shall assist the County and the Sheriff, upon request, in organizing and training County, Sheriff, and cooperator forces to prevent, detect, contain, control, and extinguish Wildland Fires. Through administration of the FEPP program, the DFPC shall assist the County and the Sheriff in the procurement, inspection, and arrangement for maintenance of major Wildland Fire equipment. To the extent grant programs are available, the DFPC shall also administer grant programs to assist the County and the Sheriff in acquiring Wildland Fire equipment, training, and suppression support. The DFPC shall encourage and provide assistance in the development of County Wildland Fire plans pursuant to C.R.S. § 29-22.5-101(1)(d). The DFPC shall work with the County and the Sheriff in the coordination of the DFPC resources and training. The DFPC shall also manage and administer the IQS program and provide the County, the Sheriff, and Fire Departments with IQS access, training, program guidelines, and terms of use. The DFPC may inspect records for the purposes of verifying NWCG qualifications for Fire Department, County, and State personnel.

Section 5. WILDFIRE PREVENTION

5.1 *County Responsibilities.* Pursuant to C.R.S. § 30-15-401(1)(n.5)(I), the County may ban open fires within the county. In considering multi-county or statewide open burning restrictions that impact other counties pursuant to C.R.S. § 24-33.5-1225, the County will inform the DFPC so that the DFPC may aid the counties in advising the Governor in issuing a proclamation against open burning and/or public movements in any area of the State spanning multiple counties to avoid overbroad burn bans. The County shall, to the extent possible, include and follow the public use restrictions outlined in the County AOP. The County agrees to work cooperatively with the DFPC to coordinate public fire prevention messages provided to the

media as outlined in the County AOP.

5.2 DFPC Responsibilities. The DFPC shall confer with the County about the need for fire restrictions, and upon determining the need for restrictions on open burning and/or public movements affecting more than one county, recommend to the Governor the imposing or lifting of restrictions for burning and/or public movements, and inform affected counties of the Governor's decision. The DFPC, in cooperation with the County, shall coordinate public fire prevention messages provided to the media and public as outlined in the County AOP. To the extent that DFPC resources and funding are available, DFPC may assist the County in its wildfire prevention efforts, including, but not limited to, fuels reduction and public education activities.

Section 6. WILDFIRE DETECTION AND NOTIFICATION

6.1 Sheriff Responsibilities. The Sheriff shall comply with the reporting provisions set forth in C.R.S. § 24-33.5-1219 and its notification responsibilities as outlined in the County AOP. The reporting requirements may be satisfied after the fact through the NFIRS or its successor system.

6.2 DFPC Responsibilities. The DFPC shall immediately forward all notifications it receives of possible Wildland Fire within the county to the Sheriff, or the Sheriff's designee, for further action as outlined in the County AOP.

Section 7. INVESTIGATIONS

The Sheriff shall conduct, or cause to be conducted, an investigation as to the cause of all State Responsibility Fires in order for the DFPC to facilitate reimbursement of costs expended in fire suppression efforts. The Sheriff shall endeavor to provide the DFPC with a copy of a preliminary investigation report concerning the cause and origin of the fire within thirty (30) calendar days after the Wildland Fire is controlled, or as soon as practicable thereafter. The Sheriff shall provide a final report upon the conclusion of the investigation but not later than nine (9) months after the date the Wildland Fire is declared contained to aid the DFPC in meeting the one year reporting deadline for recovering federal grant monies or other reimbursements. If the Sheriff cannot provide the final report within nine (9) months, the Sheriff shall provide a written notice to the DFPC no later than nine (9) months after the date the Wildland Fire is declared contained regarding: 1) the status of the investigation; 2) when the final report will be complete; and 3) whether charges have been filed or an arrest has been made. The Sheriff shall also provide periodic updates to the DFPC, on the status of the investigation until the final report is provided if requested by the DFPC. If the Sheriff does not provide the final report or written notice to the DFPC as described above, the DFPC may not be able to recover grant monies or other reimbursements. Notwithstanding the foregoing, the Sheriff shall not be responsible for conducting investigations on any federally owned or managed lands. DFPC may provide technical assistance and qualified investigators to assist the Sheriff as needed.

Section 8. REPORTING

8.1 All Parties Agree. The Parties recognize that Wildland fire management funding is tied to accurate and complete statistical reporting, and will work together to encourage fire response agencies within the County to report statistical wildfire data to the DFPC via the NFIRS or its successor system.

8.2 Sheriff Responsibilities. The Sheriff shall report, or cause to be reported, to the DFPC all County Responsibility Fires utilizing the NFIRS or its successor system.

8.3 DFPC Responsibilities. The DFPC shall use the data obtained pursuant to Section 8.1 and 8.2 for required federal reporting and to apply for grant funding as available. DFPC shall maintain such data for at least two (2) years. Further, the DFPC shall assist the County and Sheriff with training regarding the NFIRS or its successor system.

Section 9. PRESCRIBED BURNING

Prior to performing any Prescribed Burning in the county, the Party undertaking such Prescribed Burning shall develop a prescribed fire plan. The Parties shall inform one another prior to performing Prescribed Burning. The Parties shall follow the *Colorado Prescribed Fire Planning and Implementation Policy Guide* for any Prescribed Burning in the county, unless the County has adopted guidelines or standards meeting or exceeding the standards enumerated in C.R.S. § 24-33.5-1217.5. DFPC may upon request, assist the County with personnel and resources for the purposes of prescribed burning planning, preparation, and/or implementation. The DFPC may enter into an agreement with the County and/or the Sheriff to provide Prescribed Burning services pursuant to C.R.S. § 24-33.5-1217(6)(a).

All notices of Prescribed Burning shall meet or exceed the current DFPC guidelines and standards. At a minimum, the DFPC Battalion Chief and County Sheriff's Office shall be notified.

Section 10. BILLING AND PAYMENT

10.1 General Provisions. The Parties shall ensure that the County and/or the Sheriff are parties to any Mutual Aid Agreements, cost share agreements, or other agreements that apportion any Wildland Fire expenses to the County and/or the Sheriff and those agreements shall comply with State law.

10.2 County Responsibility. It is the County's responsibility to pay costs incurred during an incident in accordance with any cost share agreements the County is a Party to. Regardless of whether or not a cost share has been negotiated on a County responsibility fire, County acknowledges that County shall encumber and pay all incident expenses that were authorized by the County, subject to agreements with other entities. County acknowledges that DFPC serves as coordinator for inter-jurisdictional wildfire billing in Colorado.

10.3 DFPC Responsibility. Upon request, DFPC may assist counties in gathering supporting documentation of incident costs. It is DFPC's responsibility to pay costs incurred during an incident in accordance with cost share agreements they are Party to. DFPC shall

encumber and pay all incident expenses that were authorized by DFPC. Any invoice from DFPC to the County and/or the Sheriff for any expense incurred by any agency for a Wildland Fire occurring in the county shall include appropriate supporting documentation. DFPC serves as the coordinator for all inter-jurisdictional Wildland fire billing in Colorado, and may charge the county and the sheriff a cost of overhead fee at a rate that adequately offsets the cost of providing the billing services. The rate will not exceed ten percent (10%) of the total amount billed to the County, based on actual costs.

Section 11. GENERAL PROVISIONS

11.1 Term. The Term of this Agreement shall commence on the date the last Party signs and shall remain in effect for five (5) years from that date. Any Party shall have the right to terminate its participation under this Agreement by providing one-year advance written notice to the other Parties to this Agreement.

11.2 Repeal of Prior Agreements. This Agreement, upon full execution, shall repeal and replace any other prior agreements between the Parties relating to cooperative Wildfire protection within the county.

11.3 Amendments or Extensions. Amendments or extensions, save any subject to rulemaking, within the scope of this Agreement shall only be made by mutual consent of the Parties to this Agreement by issuance of a written modification, signed and dated by all Parties to this Agreement, prior to any changes taking effect. No Party is obligated to fund any changes not properly approved in advance.

11.4 Notices. All notices, requests, demands, or other communications under this Agreement shall be in writing and shall be deemed effective upon delivery, if delivered personally, or three (3) calendar days after mailing if deposited in the U.S. Mail, postage prepaid, and addressed to the respective parties as follows:

DFPC: Division Director
690 Kipling Street, #2000
Lakewood, Colorado 80215

County: Office of Emergency Management
4430 S. Adams County Parkway
Brighton, Colorado 80601

Sheriff: Adams County Sheriff
332 N. 19th Ave.
Brighton, Colorado 80601

11.5 Entire Understanding. This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or

contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

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

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

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

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

11.10 Colorado Special Provisions. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3). These Special Provisions apply to all contracts except where noted in italics.

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

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

(b) GOVERNMENTAL IMMUNITY.

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

(c) INDEPENDENT PARTY.

County shall perform its duties hereunder as an independent Party and not as an employee. Neither County nor any agent or employee of County shall be deemed to be an agent or employee of the State. County shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as

expressly set forth herein. **County and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for County or any of its agents or employees. County shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. County shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

(d) COMPLIANCE WITH LAW.

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

(e) CHOICE OF LAW, JURISDICTION, AND VENUE.

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

(f) PROHIBITED TERMS.

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

(g) SOFTWARE PIRACY PROHIBITION.

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

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

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

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

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

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

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

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

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

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

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS
AGREEMENT**

_____ **COUNTY, COLORADO:**

Board of County Commissioners:

By: _____
Chair

Print Name & Title of
Authorized Officer

ATTEST:
(SEAL)

County Clerk

County Sheriff:

By: R. A. Purgason
Sheriff

APPROVED AS TO FORM
COUNTY ATTORNEY
.....*[Signature]*.....

APPROVED AS TO FORM
COUNTY ATTORNEY
.....*[Signature]*.....

STATE OF COLORADO:
Jared Polis, GOVERNOR

Department of Public Safety, Division of Fire Prevention and Control

By: _____
Michael C. Morgan
DFPC Director



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 10, 2019
SUBJECT: Resolution approving an agreement between Adams County and the Tri-County Health Department for the Adams County Private Well Water Sampling Program.
FROM: Katie Keefe, Environmental Program Manager Jill Jennings Golich, Director of Community and Economic Development
AGENCY/DEPARTMENT: Community and Economic Development
HEARD AT STUDY SESSION ON: November 5, 2019
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the agreement between Adams County and the Tri-County Health Department for the Adams County Private Well Water Sampling Program.

BACKGROUND:

Residents in unincorporated Adams County have a heightened interest in the quality of their drinking water when they are on well water and oil and gas development exists nearby. Adams County entered into an agreement with Tri-County Health Department on February 6, 2018 to administer a pilot program to deliver private well water sampling and analysis services to residents. Any unincorporated resident with a registered water well who lives within a half mile of an oil and gas well may elect to have their water tested. Through this pilot program, TCHD samples the well water and sends it to be analyzed for 17 water quality parameters and 59 volatile organic compounds (VOCs). TCHD has successfully implemented the pilot program, delivering water well sampling services and subsequent water quality reports to eligible residents who have requested testing services. To date, TCHD has sampled 73 private water wells and provided the County with semi-annual summary reports.

The Board approved an additional Operating Expenditure not to exceed \$100,000 for the first year of the program. TCHD invoices the County on a quarterly basis and of the initial operating budget, \$51,789 remain available to fund additional requests for private water well sampling services from unincorporated residents. TCHD has provided a modified Adams County Private Well Sampling Program Proposal to reflect the remaining budget and clarify eligibility requirements for participation in the well sampling program. TCHD will continue to administer the program, collect the water well samples, send the samples to the laboratories, communicate results to the homeowner and offer recommendations, maintain data, and prepare a final report for the County.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Community and Economic Development Department
Tri-County Health Department
Office of the County Attorney

ATTACHED DOCUMENTS:

Resolution

Agreement between Adams County and the Tri-County Health Department for the Adams County Private Well Water Sampling Program

Adams County Private Well Sampling Program Proposal, Revised November 2019

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:** 1082

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7685	10821701	\$78,747
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			\$78,747

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

RESOLUTION APPROVING AGREEMENT FOR THE ADAMS COUNTY PRIVATE WELL
SAMPLING PROGRAM BETWEEN ADAMS COUNTY AND TRI-COUNTY HEALTH
DEPARTMENT

RESOLUTION 2019-

WHEREAS, Tri-County Health Department and the County of Adams, State of Colorado, (County) entered into an agreement on February 6, 2018 to provide private well water testing services to residents of unincorporated Adams County who live near oil and gas wells; and,

WHEREAS, Tri-County Health Department has successfully implemented a pilot program to perform independent sampling and analysis of private water wells; and,

WHEREAS, Tri-County Health Department has submitted a proposal to continue the private well water sampling program; and,

WHEREAS, continuation of the private well water sampling program would assist in protecting the health and safety of the citizens of Adams County; and,

WHEREAS, sufficient funds remain in the budget allocated for the private well sampling program to continue providing this service to residents.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Agreement for the Adams County Private Well Sampling Program, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved.

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

**AGREEMENT FOR THE ADAMS COUNTY PRIVATE WELL SAMPLING
PROGRAM, ADAMS COUNTY, COLORADO**

THIS AGREEMENT is made and entered into as of the ____ day of _____ 2019, by and between the County of Adams, a political subdivision of the State of Colorado (hereafter "the County"), and Tri-County Health the Department, a political subdivision of the Counties of Adams, Arapahoe, and Douglas and the State of Colorado, with its principal offices located at 6162 S. Willow Drive, #100, Greenwood Village, Colorado (hereafter "TCHD").

RECITALS

- A. The County has expressed interest in a private well sampling program related to oil and gas constituents; and
- B. TCHD has submitted a proposal to the County to continue a water quality sampling and analysis program of private wells in the County for oil and gas related impacts; and
- C. The essential elements of the proposal by TCHD, as referenced above, are set forth in that certain document entitled "Tri-County Health Department, Adams County Private Well Sampling Program," a copy of which is attached hereto as Exhibit A and incorporated herein by reference; and
- D. Said proposal by TCHD would assist in protecting the health and safety of the citizens of the County; and
- E. A total of \$51,789 remaining in the 2018 well sampling program budget will be provided from the County to fund the private well sampling program; and
- F. The County, by and through its Board of County Commissioners, has accepted the proposal from TCHD, as described above; and
- G. The County and TCHD mutually desire to embody their understanding and agreement in a written document as herein set forth.

IN CONSIDERATION OF the mutual obligation of the County and TCHD, as hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and TCHD hereby agree as follows:

1. Performance by TCHD: TCHD shall perform independent private well water sampling pursuant to the terms and conditions set forth in Exhibit A.

2. Limited Obligation: The obligations of the County and TCHD shall be limited to the well sampling as set forth in Exhibit A, and subsequent services, if any, shall be subject to subsequent review and negotiation.
3. Oversight Fees: The County shall pay TCHD from funds provided by the County a fee not to exceed \$51,789 for the services to be provided by TCHD to the County. TCHD shall invoice the County on a quarterly basis.
4. TCHD Insurance: TCHD has adopted a plan of self-insurance, to the extent required under the protection afforded TCHD by the Colorado Governmental Immunity Act.
5. Period Reports: TCHD shall promptly report any findings to the County as soon as is practicable. TCHD shall submit a Final Summary Report upon exhaustion of the dedicated oversight fees.
6. Termination: Either the County or TCHD may terminate this Agreement by providing thirty (30) days advance written notice setting forth the effective date of termination. In the event of termination, TCHD shall cease work as of the effective date of the termination, but shall be compensated for all the work accomplished prior to the effective date of the termination.
7. Non Appropriation: Pursuant to C.R.S. § 29-1-110, the financial obligations of the parties, if any, after the current fiscal year are contingent upon funds for this agreement being appropriated, budgeted, and otherwise available. A party's participation in this agreement is automatically terminated without any termination fees due or other liability on the first day of January of the fiscal year for which funds are not appropriated. Nothing in this agreement shall be construed to create a multi-year fiscal obligation in violation of Colorado Constitution, Article 10 § 20.
8. Liaisons:

For TCHD:

Jennifer Charles
Tri-County Health Department
6162 S. Willow Drive
Greenwood Village, CO 80111
Phone: (720) 200-1583

For the County:

Katie Keefe
Environmental Program Manager
Community & Economic Development Department

4430 South Adams County Parkway, 1st Floor, Suite W2000A
Brighton, Co 80601
Phone: (720) 523-6841

9. Effective Date and Termination Date. This agreement shall become effective the day and year first written above. This agreement terminates on the day that Tri-County Health Department completes its final report of the findings from the private well sampling program.
10. Governmental Immunity. All activities performed under this Agreement are hereby declared to be governmental functions. The parties to this Agreement, and their personnel complying with or reasonably attempting to comply with this Agreement or any ordinance, order, rule, or regulation enacted or promulgated pursuant to the provisions of this Agreement shall be deemed to be operating within the scope of their duties and responsibilities and in furtherance of said governmental functions.

The parties also acknowledge that each party, their officers and employees, are relying on, and do not waive or intend to waive, by any provision of this 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 it is from time to time amended, or otherwise available to the parties, their officers, or employees.

**[REMAINDER OF PAGE LEFT BLANK.
SIGNATURE PAGE FOLLOWS.]**

IN WITNESS WHEREOF the County, by and through its authorized officer and agent, and the Tri-County Health Department, by and through its authorized agent have executed this Agreement on the respective dates set forth below.

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

By: _____
Chair

Date: _____

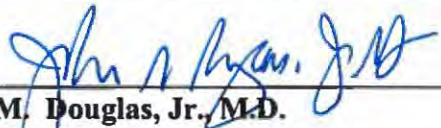
**ATTEST:
JOSH ZYGIELBAUM, CLERK**

Deputy

APPROVED AS TO FORM

County Attorney

TRI-COUNTY HEALTH DEPARTMENT

By:  _____
John M. Douglas, Jr., M.D.
Executive Director

Date: 11/21/19

ATTEST:


Patty Buckle
Interim Director, Administration and Finance

Exhibit A
Tri-County Health Department
Adams County Private Well Sampling Program

INTRODUCTION

At the request of Adams County, Tri-County Health Department (TCHD) has prepared this Scope of Work to conduct the Adams County Private Well Sampling Program in Adams County. The program commenced on January 1, 2018. The agreement for extension of the program was revised in November 2019, and will remain in effect until funds are exhausted and TCHD completes its final report. The Adams County Board of Commissioners originally approved \$100,000 for the program. For the period of January 1, 2018 through September 30, 2019 TCHD used approximately \$48,211.08 of the approved funds. Funds of approximately, \$51,789 remain to continue the program. The primary program elements covered by this proposed program include:

Scope of Work Activities	
Objective: To complete a program of well sampling, analyses and interpretation of results.	
Primary Activities	<p>TCHD will:</p> <ul style="list-style-type: none">• Develop and prepare written protocols for field procedures• Prepare form for well owners to sign to permit sample collection• Develop procedures for administering the program• Prepare schedules to collect samples• Obtain sampling materials/collect samples• Receive and review results of analyses• Communicate results to homeowner• Consult with homeowner, offer recommendations• Liaise with COGCC as needed• Maintain data• Prepare end of program report to Adams County

PROGRAM OVERVIEW

The goal of this program is to provide a cost-effective means to protect public health by measuring the drinking water quality of private wells located near oil and gas operations in Adams County. Residents of Adams County using private drinking water wells and who meet eligibility criteria identified by the County, will have the opportunity to have their well water tested for seventy-six water quality parameters at no cost. TCHD staff will collect samples and submit them to laboratories for analysis.

This program is above and beyond as well as independent from the Colorado Oil and Gas Conservation Commission (COGCC) requirements and will assist property owners in determining if their water well has potentially been impacted by oil and gas development, or other potential contamination sources.

SAMPLING AND ANALYSIS

Laboratories

For each well sampled, the Colorado Department of Public Health and Environment (CDPHE) Laboratory Services Division will analyze 17 parameters in their Drilling Baseline Package (Total Dissolved Solids (TDS), pH, chloride, fluoride, alkalinity, sulfate, nitrate/nitrite, arsenic, barium, calcium, chromium, iron, magnesium, selenium, sodium, sulfur and uranium).

In addition, the Weld County laboratory will analyze concentrations of fifty-nine (59) Volatile Organic Compounds (VOCs), providing numeric results. The VOCs in this panel include the BTEX compounds of benzene, ethylbenzene, toluene, and xylene found in petroleum derivatives. TCHD will enter into a separate agreement with Weld County for laboratory services as required by Weld County.

Sampling and Eligibility

To be eligible for private well testing, the owner must be an unincorporated Adams County resident, live West of Imboden Road, within ½ mile of an existing oil and gas well (producing or shut-in) and have a DWR permit for the well. If the resident lives within ½ mile of a permitted well that has not yet been drilled, they should request well testing from the Operator of that well pad as they are required by MOU with Adams county to provide baseline testing to residents. If, after the well is completed, the resident wants a follow-up test, they could obtain that through the private well sampling program.

TCHD will prepare a form for homeowners to sign which will (1) provide consent by the homeowners to TCHD to collect water samples from the homeowners well(s) and (2) provide consent by the homeowners to TCHD to release the results of such testing to Adams County, CDPHE and COGCC and other governmental parties as made necessary as determined by TCHD. TCHD staff will follow CDPHE's sampling procedures as outlined in the *Water Sampling Instructions for the Drilling Baseline Package* brochure. In addition, CDPHE's sampling protocol for VOCs will be followed. Samples collected using CDPHE's protocols are representative of the water that the homeowner consumes regularly.

To help manage requests and for testing efficiency and cost effectiveness, TCHD will initially offer sampling 1 week out of the month. This way TCHD staff can bulk requests together and collect multiple samples in one day.

Analysis and Interpretation of Results

The laboratories will forward copies of analyses to TCHD staff who will review results. TCHD staff will contact residents to discuss results and address any concerns. The well owner will be provided with a copy of EPA's Primary and Secondary Drinking Water Regulations brochure and a link to Colorado State University's online Water Quality Interpretation Tool: <https://erams.com/wqtool/>.

Resampling and Reporting

TCHD will develop reporting procedures including a protocol for handling results for regulated contaminants that are above the EPA's National Primary Drinking Water Regulations, Maximum Contaminant Level (MCL). Generally, this protocol will involve a consultation with the property owner and resampling of the well as soon as possible. Should results again remain elevated, TCHD will contact the COGCC and an additional sampling event will be coordinated with them. Results exceeding any MCL will be communicated to the property owner and Adams County within 24 hours. Depending upon the exceedance it may be necessary to advise the property owner that water should not be ingested until additional testing and analysis can be completed. All sample results will be shared with and reported to Adams County. Consideration will be given to sharing results with COGCC. An end of program report will be prepared and submitted to Adams County.

PROGRAM COSTS

To help determine the potential scope of the program and number of private water wells that may be eligible for the program, Adams County staff conducted a GIS analysis to determine the number of wells within ½ mile of an oil and gas well in certain portions of the County. This analysis revealed approximately 200 private water wells that may be eligible.

Estimated costs for sampling and laboratory analyses are as follows:

- | | |
|--|-----------------|
| • CDPHE Baseline Drilling Package (includes sample materials) | \$150.00 |
| • Weld County VOC package (includes sample materials/shipping) | \$183.00 |
| • TCHD labor costs for sample collection and interpretation of results with homeowner (estimate 2.5 hours @ \$55/hour), and to include mileage | <u>\$137.50</u> |

Total	\$470.50 per test
--------------	--------------------------

For an estimate on the number of samples that might be performed, TCHD obtained information from Weld County on their well sampling program. Weld County reported they have conducted sampling for 402 wells from September of 2012 – July 7, 2017. After an initial spike in interest from the public when the program started, they now conduct about 5 samples per month, which under this framework equates to approximately \$28,230 per year. At program start-up, it's possible

that we could see 15-20 per month (estimate from Weld County), however the eligibility criteria of already having a baseline test conducted by the oil and gas operator would likely reduce this number. Should requests be made for all 200 wells to be sampled, the cost would be approximately \$94,100.

TCHD will invoice the County on a quarterly basis for the actual costs associated with the program. Labor costs will include the actual hourly rate for staff involved in the program to include fringe and indirect. While the majority of program costs are associated with sampling and analysis, some additional time is expected for program management, which includes activities associated with program startup, final reporting, and program oversight. Hours associated with program management will be included on each quarterly invoice.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 10, 2019
SUBJECT: Resolution approving temporary construction easement agreement between Adams County and B&M Equipment Company, LLP, for temporary construction purposes necessary for the Dahlia Storm Drain Outfall Project
FROM: Kristin Sullivan, AICP, Director of Public Works Brian Staley, P.E., PTOE, Deputy Director of Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the temporary construction easement agreement for temporary construction purposes needed for storm drainage.

BACKGROUND:

Adams County is in the process of acquiring a temporary construction easement for the construction and installation of a storm drainpipe, pedestrian and vehicular ingress and egress, and a temporary diversion channel of the Burlington Ditch for the Dahlia Storm Drain Outfall Project. Attached is a copy of the temporary construction easement agreement between Adams County and B&M Equipment Company, LLP, for the grant of the easement in the amount of \$3,750.00. The attached resolution allows the County to approve the temporary construction easement needed for temporary construction purposes.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

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

ATTACHED DOCUMENTS:

Draft resolution
Temporary Construction Easement agreement

FISCAL IMPACT:

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

Fund: 13**Cost Center: 3056**

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9135	30561604	4,965,947
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			4,965,947

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
BETWEEN ADAMS COUNTY AND B&M EQUIPMENT COMPANY, LLP,
FOR TEMPORARY CONSTRUCTION PURPOSES NECESSARY
FOR THE DAHLIA STORM DRAIN OUTFALL PROJECT

WHEREAS, Adams County is in the process of acquiring a temporary construction easement for the Dahlia Storm Drain Outfall Project; and,

WHEREAS, the easement is a temporary easement for the construction and installation of a storm drainpipe, pedestrian and vehicular ingress and egress, and a temporary diversion channel of the Burlington Ditch; and,

WHEREAS, this easement is a portion of 7901 York Street, also known as Lot 5 Block 1 of Gold Acres Industrial Park, located in the North Half of the Northeast Quarter of Section 31, Township 2 South, Range 67 West of the 6th Principal Meridian, County of Adams, State of Colorado, and owned by B&M Equipment Company, LLP ("Parcel TCE-33"); and,

WHEREAS, Adams County requires temporary ownership of Parcel TCE-33 for construction purposes; and,

WHEREAS, B&M Equipment Company, LLP, is willing to grant an easement for Parcel TCE-33 to Adams County under the terms and conditions of the attached Temporary Construction Easement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Temporary Construction Easement between Adams County and B&M Equipment Company, LLP, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is approved.

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

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, is made and entered into by and between B&M Equipment Company, LLP, a Colorado limited liability partnership, whose address is 7901 Highway 85, Commerce City, Colorado 80022 (“**Owner**”), and the County of Adams, State of Colorado, a body politic, whose address is 4430 South Adams County Parkway, Brighton, Colorado 80601 (“**County**”):

WITNESS, that for and in consideration of the sum of **THREE THOUSAND SEVEN HUNDRED FIFTY AND NO/100’S DOLLARS (\$3,750.00)** and other good and valuable considerations, the receipt and sufficiency of which is hereby confessed and acknowledged, Owner does hereby grant unto County and its contractors, a temporary construction easement (the “**Easement**”) over the following property, to wit:

Easement Area. The legal description as set forth in **Exhibit “A”** attached hereto and incorporated herein by this reference, which is a legal description of a portion of property which is owned by Owner and referred to herein as the “**Easement Area**” on which County intends to construct a temporary diversion channel of the Burlington Ditch (the “**Diversion Channel**”).

Purpose of Easement. This Easement is for the purpose of County’s construction of the Diversion Channel in the Easement Area, as well as for pedestrian and vehicular ingress and egress to, from and within the Easement Area to the extent necessary to construct the Diversion Channel (the “**Easement Activities**”). The Easement Activities and any and all work related to the same and the Diversion Channel shall be done at the sole cost and expense of County.

Term. Irrespective of the date of execution in the signature pages that follow, the Easement will begin on the date County enters the Easement Area to commence the Easement Activities and will terminate at the conclusion of the Easement Activities or on November 1, 2020, whichever is sooner (the “**Easement Term**”). At the end of the Easement Term, all rights granted under the Easement are released and the Easement Area shall be considered free and clear of this Easement.

Compliance with Applicable Laws. In further consideration of the granting of the Easement, it is hereby agreed that the construction of the Diversion Channel shall be done in a good, workmanlike manner and in accordance with sound engineering and construction practices and all applicable federal, state, county and municipal laws, rules, regulations, orders, permits, requirements and approvals (collectively, “**Applicable Laws**”).

In connection with the Easement Activities and County’s and its contractors’ entry upon the Easement Area, County shall comply with, and shall ensure that all of its contractors comply with, any and all Applicable Laws including, without limitation, any Applicable Laws pertaining to environmental regulation, contamination, cleanup or disclosure (“**Environmental Laws**”) and any Applicable Laws pertaining to substances, materials or waste, the generation, handling, storage, treatment or disposal of which is regulated by any Environmental Laws as a “hazardous waste,” “hazardous material,” “hazardous substance,” “pollutant” or “contaminant” and, including, without limitation, petroleum products and byproducts, PCBs and asbestos (“**Hazardous Materials**”).

County shall perform, at its sole cost and expense, any and all environmental remediation or cleanup which is necessary as a result of County’s violation of the foregoing obligations.

No Liens. County shall not cause or permit any liens or encumbrances to attach to or encumber all or a portion of the Easement Area or other adjacent property owned by Owner as a result of construction of the Diversion Channel or any other Easement Activities.

Obligation to Protect from Damage. Except to the extent necessary in order to construct the Diversion Channel, County shall protect the Easement Area from damage caused in whole or in part by acts or omissions of County or its contractors and clean, cure, repair and correct any such damage to any elements of the Easement Area.

Obligation to Restore. Upon the expiration of the term, County shall restore the Easement Area to the condition of the same, or as close thereto as possible, which existed immediately prior to County's entry thereon. County shall utilize the Easement and perform the Easement Activities in such a manner so as to avoid any material interruption of or interference with property which is adjacent to the Easement Area and owned by Owner.

Liability Insurance. During the Term, County shall obtain and maintain in full force and effect, and cause its contractors to obtain and maintain in full force and effect, commercially reasonable liability insurance with respect to the Easement Area and Easement Activities in commercially reasonable types and amounts, considering the nature of the Easement Activities.

Liability. County shall be solely liable for any and all claims, demands, costs, losses, liabilities and expenses caused by County or its contractors in connection with, arising under, or related to, the Easement Activities, the Easement or County's and its contractors entry upon, and use of, the Easement Area. The provisions of this paragraph shall survive the expiration of the term.

No Recording. County and Owner acknowledge and agree that in no event shall the Easement or any memorandum or evidence thereof be recorded.

No Other Beneficiaries. Nothing contained herein is intended as a dedication, grant or reservation to the general public, public at large, or any member of the general public, or any third-party, it being understood that the Easement is for the exclusive benefit of County and its contractors.


No Oral Amendments or Waivers. The Easement may not be amended, nor will any breach or default be deemed waived hereunder, except by a written instrument signed by County and Owner.

Severability. In the event any clause, sentence or any portion of the terms, conditions, covenants and provisions of the Easement are deemed illegal, null or void by a court of competent jurisdiction, the remaining portions of the Easement shall remain in full force and effect.

Descriptive Headings. The descriptive paragraph headings included herein are for reference purpose only and shall not affect the meaning or interpretation of the text of this Easement.

[Signature pages and Exhibit A follow]

B & M Equipment Company, LLP
a Colorado limited liability company

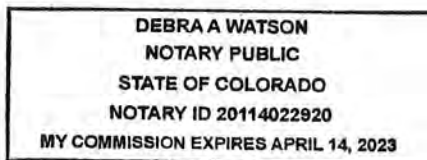
By: 
Name: Bruce W Goldberg
Title: Partner
Date: 10-31-19

STATE OF Colorado)
) §
COUNTY OF Adams)

The foregoing instrument was acknowledged before me this 31st day of October,
2019, by Bruce W Goldberg, as Partner of B&M Equipment
Company, LLP, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: April 14, 2023




Notary Public

Board of County Commissioners
Adams County, Colorado

Chair

Date _____

ATTEST:
Clerk and Recorder

Approved as to form:

Clerk/Deputy Clerk


Adams County Attorney's Office

EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT FROM B&M EQUIPMENT COMPANY, LLP, TO THE COUNTY OF ADAMS, STATE OF COLORADO

Legal Description

Being a portion of Lot 5 Block 1 as shown in Gold Acres Industrial Park, a Subdivision recorded on July 27, 1993 in File No. 17 Map No. 154 Reception No. B1160643 in the Office of the Clerk and Recorder of Adams County, Colorado, located in the North Half of the Northeast Quarter of Section 31, Township 2 South, Range 67 West of the 6th Principal Meridian, being more particularly described as follows:

Commencing at the North One-Quarter Corner of said Section 31, from which the East One-Sixteenth Corner between Section 30 and said Section 31, bears North 89°52'00" East, a distance of 1,315.52 feet; thence South 32°29'30" East, a distance of 1,059.65 feet to a point on the Northwest line of said Lot 5 Block 1 and the Point of Beginning:

Thence along the Northwest and North lines of said Lot 5 Block 1, the following four (4) courses and distances:

Thence North 42°52'20" East, a distance of 947.42 feet;

Thence North 71°23'38" East, a distance of 41.97 feet;

Thence North 75°45'35" East, a distance of 70.62 feet;

Thence North 89°11'20" East, a distance of 99.22 feet;

Thence leaving said North line, South 28°00'31" West, a distance of 47.48 feet;

Thence South 74°07'57" West, a distance of 254.99 feet;

Thence South 42°52'20" West, a distance of 673.27 feet;

Thence South 47°07'40" East, a distance of 20.00 feet to a point on the Southeast line of said Lot 5 Block 1;

Thence South 42°52'20" West along the Southeast line of said Lot 5 Block 1, a distance of 175.00 feet;

Thence leaving said Southeast line, North 47°07'40" West, a distance of 20.00 feet to the Point of Beginning.

Containing: 25,680 square feet or 0.590 acres, more or less.

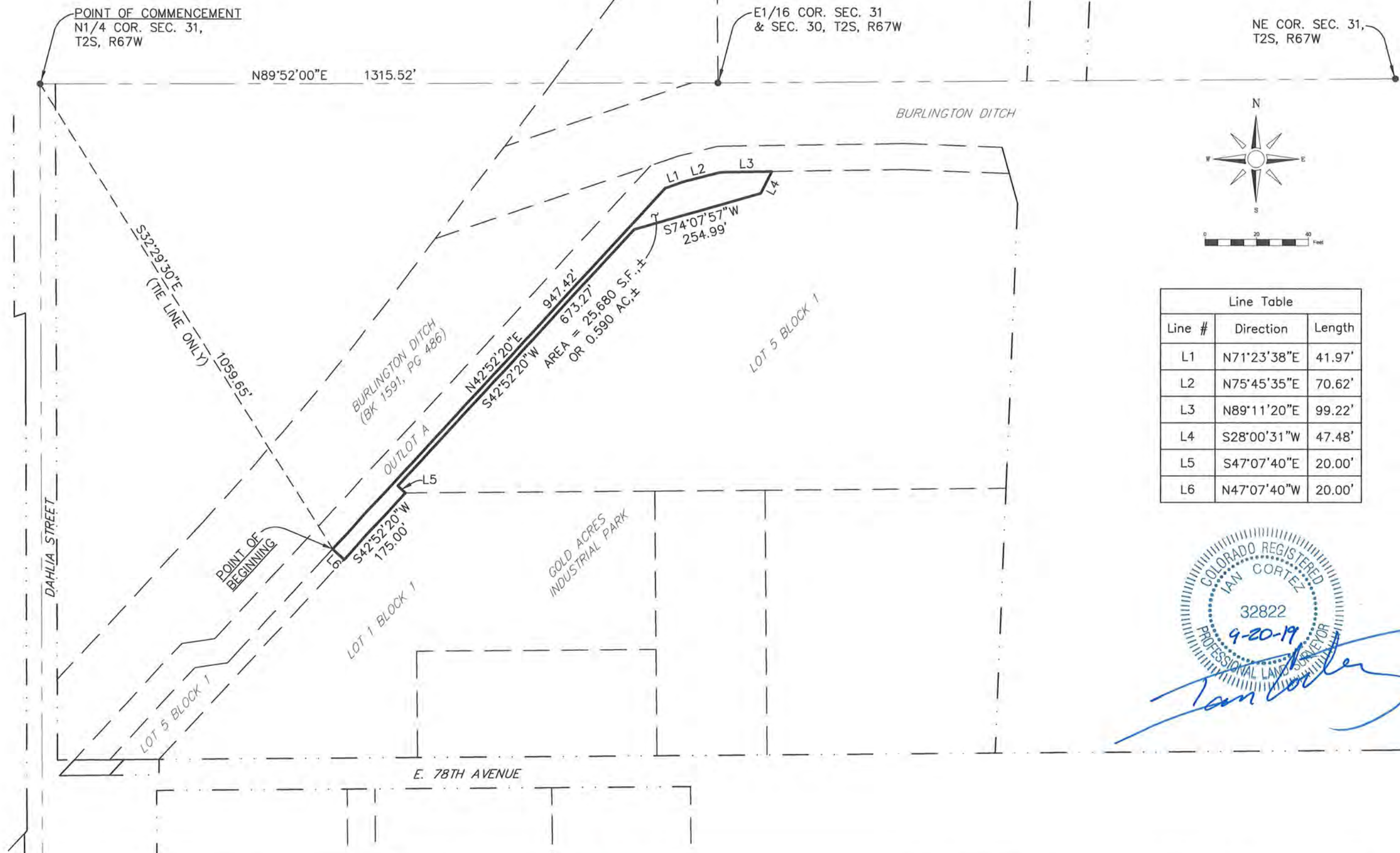
Legal description prepared by:

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

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




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Line Table		
Line #	Direction	Length
L1	N71°23'38\"E	41.97'
L2	N75°45'35\"E	70.62'
L3	N89°11'20\"E	99.22'
L4	S28°00'31\"W	47.48'
L5	S47°07'40\"E	20.00'
L6	N47°07'40\"W	20.00'



Print Date: 9/17/2019	Sheet Revisions				PUBLIC WORKS 4430 S. ADAMS COUNTY PARKWAY BRIGHTON, CO 80601 720-523-6875	As Constructed No Revisions: Revised: Void:	Exhibit "B" Temp. Construction Easement			Project No./Code 30561604 Sheet Number 1
File Name: FRICO_TCE.DWG	Date:	Comments	Init.				Designer: IC	Structure	-	
Horiz. Scale: HORIZSCALE							Detailer: IC	Numbers	-	
Vert. Scale: -							Sheet Subset: ROW	Subset Sheets:	1 of 1	



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 10, 2019
SUBJECT: Front Range Community College Training Agreement
FROM: Rick Reigenborn, Sheriff
AGENCY/DEPARTMENT: Sheriff's Office
HEARD AT STUDY SESSION ON
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves and signs the agreement with Front Range Community College for FY2019.

BACKGROUND:

This is similar to the agreement with Aims Community College, but the first agreement with Front Range Community College (FRCC). Adams County Sheriff's Office certified, P.O.S.T. (Peace Officer Standards and Training) approved instructors will provide emergency vehicle skills training for FRCC P.O.S.T. academy students. This session covers up to 30 FRCC students.

There is no net cost to Adams County for providing services related to this agreement. FRCC compensates Adams County for the use of FLATROCK Training Center, training vehicles and hourly/overtime costs for the Adams County Sheriff's Office personnel who provide the instruction.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Attorney's Office

ATTACHED DOCUMENTS:

Resolution
Agreement

FISCAL IMPACT:

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

Fund: 01**Cost Center:** 2008

	Object Account	Subledger	Amount
Current Budgeted Revenue:	5670		\$29,072
Additional Revenue not included in Current Budget:			
Total Revenues:			

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	*		\$29,072
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			\$29,072

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

The revenue covers budgeted expenditures in overtime, vehicle usage and FLATROCK facility rental costs.

RESOLUTION APPROVING THE 2019 AGREEMENT BETWEEN FRONT RANGE
COMMUNITY COLLEGE AND THE ADAMS COUNTY SHERIFF'S OFFICE

WHEREAS, Front Range Community College (FRCC) seeks to enlist the services and facilities of the Adams County Sheriff's Office to provide driving skills training to FRCC P.O.S.T. Academy students; and,

WHEREAS, the Adams County Sheriff's Office proposes to provide the necessary facilities, instructors, equipment, supplies, coordination, practical supervision and implementation of the FRCC Academy driving skills program pursuant to the terms and conditions of the attached agreement; and,

WHEREAS, there is no cost to Adams County associated with the FRCC agreement since Adams County receives compensation for facility and equipment use and instructor time.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the 2019 Front Range Community College Agreement, a copy of which is attached hereto and incorporated herein by this reference be and hereby is accepted and approved.

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

STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT

COVER PAGE

State Agency State of Colorado, Department of Higher Education, State Board for Community Colleges and Occupational Education, acting by and through Front Range Community College	Contract Number 200079		
Contractor Board of County Commissioners of Adams County	Contract Performance Beginning Date October 28, 2019		
Contract Maximum Amount Initial Term State Fiscal Year 2020 \$47,008.00 Extension Terms State Fiscal Year 2021 \$23,504.00 Total for All State Fiscal Years \$70,512.00	Initial Contract Expiration Date September 5, 2020 Contract Authority C.R.S. 23-60-202		
Contract Purpose Contractor shall provide its facility, instructors, necessary materials and vehicles to Agency's Peace Officer Standards Training Academy students enrolled in course LEA 107 Law Enforcement Driving.			
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Contract: <ol style="list-style-type: none"> 1. Exhibit A – Statement of Work 2. Exhibit B – Class Schedule 3. Exhibit C – Sample Option Letter In the event of a conflict or inconsistency between this Contract and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority: <ol style="list-style-type: none"> 1. Colorado Special Provisions in §18 of the main body of this Contract 2. The provisions of the other sections of the main body of this Contract 3. Exhibit A – Statement of Work 4. Exhibit B – Class Schedule 5. Exhibit C – Sample Option Letter 			
Principal Representatives <table style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> For the State: Patricia Arroyo Front Range Community College 3645 W. 112th Avenue Westminster, CO 80031 </td> <td style="width: 50%; vertical-align: top;"> For Contractor: Commander Alex Kondos Adams County Sheriff's Office 332 N. 19th Avenue Brighton, CO 80601 </td> </tr> </table>		For the State: Patricia Arroyo Front Range Community College 3645 W. 112 th Avenue Westminster, CO 80031	For Contractor: Commander Alex Kondos Adams County Sheriff's Office 332 N. 19 th Avenue Brighton, CO 80601
For the State: Patricia Arroyo Front Range Community College 3645 W. 112 th Avenue Westminster, CO 80031	For Contractor: Commander Alex Kondos Adams County Sheriff's Office 332 N. 19 th Avenue Brighton, CO 80601		

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1. PARTIES

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

2. TERM AND EFFECTIVE DATE

A. Effective Date

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

B. Initial Term

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

C. Extension Terms - State’s Option

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

Contract (Exhibit C). Except as stated in **§2.D**, the total duration of this Contract, including the exercise of any options to extend, shall not exceed two years from its Effective Date absent prior approval from the State Purchasing Director in accordance with the Colorado Procurement Code.

D. End of Term Extension

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

E. Early Termination in the Public Interest

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

i. Method and Content

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

ii. Obligations and Rights

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

iii. Payments

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

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **“Breach of Contract”** means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.
- B. **“Business Day”** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.
- C. **“Contract”** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- D. **“Contract Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract.
- E. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1, *et. seq.*, C.R.S.
- F. **“End of Term Extension”** means the time period defined in **§2.D.**
- G. **“Effective Date”** means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Contract. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then the Effective Date of this Contract shall be the later of the date on which this Contract is approved and signed by the State’s Chief Information Officer or authorized delegate or the date on which this Contract is approved and signed by the State Controller or authorized delegate, as shown on the Signature Page for this Contract.
- H. **“Exhibits”** means the exhibits and attachments included with this Contract as shown on the Cover Page for this Contract.
- I. **“Extension Term”** means the time period defined in **§2.C.**
- J. **“Goods”** means any movable material acquired, produced, or delivered by Contractor as set forth in this Contract and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.
- K. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- L. **“Initial Term”** means the time period defined in **§2.B.**
- M. **“Party”** means the State or Contractor, and **“Parties”** means both the State and Contractor.
- N. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or

linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S., student education records under FERPA, and nonpublic personal financial information as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 USC 6809.

- O. **“Securely Destroy”** means taking actions that render data written on media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the current National Institute of Standards and Technology (NIST) SP 800-88 guidelines relevant to data categorized as high security.
- P. **“Services”** means the services to be performed by Contractor as set forth in this Contract, and shall include any services to be rendered by Contractor in connection with the Goods.
- Q. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, and State personnel records not subject to disclosure under CORA.
- R. **“State Fiscal Rules”** means that fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- S. **“State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- T. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- U. **“Subcontractor”** means third-parties, if any, engaged by Contractor to aid in performance of the Work.
- V. **“Work”** means the Goods delivered and Services performed pursuant to this Contract.
- W. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

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

4. STATEMENT OF WORK

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

5. PAYMENTS TO CONTRACTOR

A. Maximum Amount

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

B. Payment Procedures

i. Invoices and Payment

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

ii. Interest

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

iii. Payment Disputes

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

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Contractor beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Contract Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Contract Funds the State's obligation to pay Contractor shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this

Contract shall be made only from Contract Funds, and the State's liability for such payments shall be limited to the amount remaining of such Contract Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Contract, the State may, upon written notice, terminate this Contract, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Contract were terminated in the public interest as described in **§2.E**.

6. REPORTING - NOTIFICATION

A. Quarterly Reports.

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

B. Litigation Reporting

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

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

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

7. CONTRACTOR RECORDS

A. Maintenance

Contractor shall maintain a file of all documents, records, communications, notes and other materials relating to the Work (the "Contractor Records"). Contractor Records shall include all documents, records, communications, notes and other materials maintained by Contractor that relate to any Work performed by Subcontractors, and Contractor shall maintain all records related to the Work performed by Subcontractors required to ensure proper performance of that Work. Contractor shall maintain Contractor Records until the last to

occur of: (i) the date three years after the date this Contract expires or is terminated, (ii) final payment under this Contract is made, (iii) the resolution of any pending Contract matters, or (iv) if an audit is occurring, or Contractor has received notice that an audit is pending, the date such audit is completed and its findings have been resolved (the “Record Retention Period”).

B. Inspection

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

C. Monitoring

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

D. Final Audit Report

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

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Contractor shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Contract, permitted by law or approved in Writing by the State. Contractor shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Contractor or any of its Subcontractors will or may receive the following types of data, Contractor or its Subcontractors shall provide for the security of such data according to the following: (i) the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Contract as an Exhibit, if applicable. Contractor shall immediately forward any request or demand for State Records to the State’s principal representative.

B. Other Entity Access and Nondisclosure Agreements

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

agent, employee, assign or Subcontractor has access to any State Confidential Information. Contractor shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions.”

C. Use, Security, and Retention

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

D. Incident Notice and Remediation

If Contractor becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Contractor can establish that none of Contractor or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may, in its sole discretion and at Contractor’s sole expense, require Contractor to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Contractor shall provide the State with the results of such audit and evidence of Contractor’s planned remediation in response to any negative findings.

E. Data Protection and Handling

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

F. Safeguarding PII

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

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

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

B. Apparent Conflicts of Interest

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

C. Disclosure to the State

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

10. INSURANCE

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Contract. All insurance policies required by this Contract that are not provided through self-insurance shall be issued by insurance companies as approved by the state.

A. Contractor Insurance

The Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA") and shall maintain at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA.

B. Subcontractor Requirements

Contractor shall ensure that each Subcontractor that is a public entity within the meaning of the GIA, maintains at all times during the terms of this Contract, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA. Contractor shall ensure that each Subcontractor that is not a public entity within the meaning of the GIA, maintains at all times during the terms of this Contract all of the following insurance policies:

i. Workers' Compensation

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

ii. General Liability

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

- a. \$1,000,000 each occurrence;
 - b. \$1,000,000 general aggregate;
 - c. \$1,000,000 products and completed operations aggregate; and
 - d. \$50,000 any one fire.
- iii. Automobile Liability
Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.
- iv. Protected Information
Liability insurance covering all loss of State Confidential Information, such as PII and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:
 - a. \$1,000,000 each occurrence; and
 - b. \$2,000,000 general aggregate.
- v. Professional Liability Insurance
Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:
 - a. \$1,000,000 each occurrence; and
 - b. \$1,000,000 general aggregate.

C. Additional Insured

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

D. Primacy of Coverage

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

E. Cancellation

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

F. Subrogation Waiver

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

G. Certificates

For each commercial insurance plan provided by Contractor under this Contract, Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Contract within seven Business Days following the Effective Date. Contractor shall

provide to the State certificates evidencing Subcontractor insurance coverage required under this Contract within seven Business Days following the Effective Date, except that, if Contractor's subcontract is not in effect as of the Effective Date, Contractor shall provide to the State certificates showing Subcontractor insurance coverage required under this Contract within seven Business Days following Contractor's execution of the subcontract. No later than 15 days before the expiration date of Contractor's or any Subcontractor's coverage, Contractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the State, Contractor shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this §10.

11. BREACH OF CONTRACT

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

12. REMEDIES

A. State's Remedies

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

i. Termination for Breach

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

a. Obligations and Rights

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

Work Product that was in the process of completion to the State at the State's request.

b. Payments

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

c. Damages and Withholding

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

ii. Remedies Not Involving Termination

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

a. Suspend Performance

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

b. Withhold Payment

Withhold payment to Contractor until Contractor corrects its Work.

c. Deny Payment

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

d. Removal

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

e. Intellectual Property

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

B. Contractor's Remedies

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

13. DISPUTE RESOLUTION

A. Initial Resolution

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

B. Resolution of Controversies

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

14. NOTICES AND REPRESENTATIVES

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

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

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

B. Exclusive Property of the State

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

C. Exclusive Property of Contractor

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

16. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Contractor under this Contract is \$100,000 or greater, either on the Effective Date or at any time thereafter, this **§16** shall apply. Contractor agrees to be governed by and comply with the provisions of §24-106-103, §24-102-206, §24-106-106, and §24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State’s contract management system (“Contract Management System” or “CMS”). Contractor’s performance shall be subject to evaluation and review in accordance with the terms and conditions of this Contract, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

17. GENERAL PROVISIONS

A. Assignment

Contractor’s rights and obligations under this Contract are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at

assignment or transfer without such consent shall be void. Any assignment or transfer of Contractor's rights and obligations approved by the State shall be subject to the provisions of this Contract

B. Subcontracts

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

C. Binding Effect

Except as otherwise provided in **§18.A**, all provisions of this Contract, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

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

E. Captions and References

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

F. Counterparts

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

G. Entire Understanding

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

H. Digital Signatures

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

I. Modification

Except as otherwise provided in this Contract, any modification to this Contract shall only be effective if agreed to in a formal amendment to this Contract, properly executed and approved

in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Contract, other than contract amendments, shall conform to the policies issued by the Colorado State Controller.

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

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

K. Severability

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

L. Survival of Certain Contract Terms

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

M. Taxes

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

N. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§18.A**, this Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to this Contract, and do not create any rights for such third parties.

O. Waiver

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

P. CORA Disclosure

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

Q. Standard and Manner of Performance

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

R. Licenses, Permits, and Other Authorizations.

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

S. Indemnification

i. General Indemnification

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

ii. Confidential Information Indemnification

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

iii. Intellectual Property Indemnification

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

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

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

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

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

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

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

C. GOVERNMENTAL IMMUNITY.

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

D. INDEPENDENT CONTRACTOR

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

E. COMPLIANCE WITH LAW.

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

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

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

G. PROHIBITED TERMS.

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

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or

applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

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

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

[Remainder of this page intentionally left blank]

Exhibit A

Statement of Work

The College is a Colorado Peace Officers Standards Training (POST) - Approved Basic Academy. The College's Law Enforcement Academy provides POST certification and an education which prepares the cadet for a career as a member of the law enforcement profession and meet the needs of agencies in the Northern Colorado region. The College's Certificate explores police and law enforcement academy, basic law, arrest control techniques, law enforcement driving, and firearms. This particular Skills Training will provide the skills, knowledge and abilities required for operation of a law enforcement vehicle.

Contractor shall provide instruction for College's course LEA 107 Law Enforcement Driving. Emergency Vehicle Operations Training ("Skills Training") to the College's students who are Peace Officer Standards and Training Academy ("POST") students.

1. All training pursuant to this Contract shall be conducted at the Adams County Sheriff's Office, FLATROCK Regional Training Center.
2. During any and all training segments of the Skills Training, the Director of the Adams County Sheriff's Academy shall have the right in his/her sole discretion and without limitation to dismiss any student(s).
3. Contractor shall provide all instructors, necessary materials, and vehicles.
4. The Contractor shall have the sole and exclusive right to devise and conduct the Skills Training which shall be conducted by instructors approved by the Adams County Sheriff's Academy Director or designee, and in accordance with Colorado POST standards and requirements.
5. The Skills Training shall be conducted for Fall 2019 on the dates and times reflected in the schedule appended hereto as Exhibit B; Spring 2020 and Fall 2020 to be determined.
6. The designated contacts for all communications pursuant to the Skills Training are:

Contractor – Commander Alex Kondos (720) 523-7502

College – Dr. Kathleen Mitchell, Director, Law Enforcement Academy (970) 204-8283

7. The not-to-exceed Contract price per semester for the Skills Training shall be calculated as follows and is based on a 30 student cap:

Lead Instructor (6:1 student/instructor ratio)

\$75.00 per hour x 48 hours = **\$3,600**

Assistant Instructor (6:1 student/instructor ratio)

\$65.00 per hour x 48 hours = \$3,120 x 4 Asst. = **\$12,480**

Skills Pad & Highway Course Track Rental

$\$800.00 \text{ per day} \times 4 \text{ days (9 hour days)} = \mathbf{\$3,200}$

Vehicles (4:1 student/vehicle ratio)

$\$306.00 \times 8 \text{ vehicles per day/per vehicle} \times 4 \text{ days} = \mathbf{\$9,792}$

NOT TO EXCEED PER SEMESTER: \$29,072

8. College shall pay Contractor no later than one week prior to the beginning date of each Skills Training.
9. Student(s) shall be responsible for payment of remediation to Contractor should the student(s) fail to complete the Skills Performance Tests.

Exhibit B

Class Schedule**

Semester	Day	Date	Time*	hours
Fall 2019	Monday	October 28, 2019	0800-1700	8
Fall 2019	Tuesday	October 29, 2019	0700-1800	10
Fall 2019	Thursday	October 31, 2019	0700-1800	10
Fall 2019	Friday	November 1, 2019	0700-1800	10
Fall 2019	Monday	November 4, 2019	1200-2300	10
Spring 2020	Monday	March 2, 2020	0800-1700	8
Spring 2020	Tuesday	March 3, 2020	0700-1800	10
Spring 2020	Wednesday	March 4, 2020	0700-1800	10
Spring 2020	Thursday	March 5, 2020	0700-1800	10
Spring 2020	Friday	March 6, 2020	1200-2300	10
Fall 2020	Monday	August 24, 2020	0800-1700	8
Fall 2020	Tuesday	August 25, 2020	0700-1800	10
Fall 2020	Wednesday	August 26, 2020	0700-1800	10
Fall 2020	Thursday	August 27, 2020	0700-1800	10
Fall 2020	Friday	August 28, 2020	1200-2300	10

*There is a one-hour break while at FLATROCK Regional Training Center.

**Parties may agree to Class Schedule date/time changes.

EXHIBIT C, SAMPLE OPTION LETTER

State Agency Insert Department's or IHE's Full Legal Name	Option Letter Number Insert the Option Number (e.g. "1" for the first option)
Contractor Insert Contractor's Full Legal Name	Original Contract Number Insert CMS number or Other Contract Number of the Original Contract
Current Contract Maximum Amount Initial Term State Fiscal Year 20xx \$0.00 Extension Terms State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 Total for All State Fiscal Years \$0.00	Option Contract Number Insert CMS number or Other Contract Number of this Option Contract Performance Beginning Date Month Day, Year Current Contract Expiration Date Month Day, Year

1. OPTIONS:

- A. Option to extend for an Extension Term
- B. Option to change the quantity of Goods under the Contract
- C. Option to change the quantity of Services under the Contract
- D. Option to modify Contract rates
- E. Option to initiate next phase of the Contract

2. REQUIRED PROVISIONS:

- A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.
- B. **For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Contract, as amended.
- C. **For use with Option 1(D):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to modify the Contract rates specified in Exhibit/Section Number/Letter. The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.
- D. **For use with Option 1(E):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.
- E. **For use with all Options that modify the Contract Maximum Amount:** The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown above.

3. OPTION EFFECTIVE DATE:

- A. The effective date of this Option Letter is upon approval of the State Controller or _____, whichever is later.

<p style="text-align: center;">STATE OF COLORADO Jared S. Polis, Governor INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE</p> <hr style="width: 80%; margin-left: 0;"/> <p>By: Name & Title of Person Signing for Agency or IHE</p> <p>Date: _____</p>	<p style="text-align: center;">In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p style="text-align: center;">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____</p> <p style="text-align: center;">Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval</p> <p style="text-align: center;">Option Effective Date: _____</p>
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PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 10, 2019
SUBJECT: Traffic Fatality and Serious Accident Reduction Grant Task Order #2
FROM: Richard Reigenborn, Sheriff
AGENCY/DEPARTMENT: Sheriff's Office
HEARD AT STUDY SESSION ON:
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves the Traffic Fatality and Serious Accident Reduction Grant Task Order # 2 Agreement with the Colorado Department of Transportation.

BACKGROUND:

The Adams County Sheriff's Office was awarded \$225,003 Grant Task Order #2 by the Colorado Department of Transportation. The performance period for Task order #2 is October 1, 2019 – September 30, 2020. The funding on this Task Order #3 covers over-time costs related to conducting DUI/HVE checkpoints, to reduce impaired driving-related fatalities within Adams County. During this period, the Adams County Sheriff's Office will bring Deputies in on overtime to conduct several DUI/HVE checkpoints at strategic times of the year; and submit requests for reimbursement of overtime costs to the Colorado Department of Transportation.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

State of Colorado Department of Transportation

ATTACHED DOCUMENTS:

Resolution
Task Order #2
Notice to Proceed

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:** 2005, 2017

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:	5510.3		225,003
Total Revenues:			<u>225,003</u>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:	7010		225,003
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u>225,003</u>

New FTEs requested: ☐ **YES** ☒ **NO**

Future Amendment Needed: ☒ **YES** ☐ **NO**

Additional Note:

Grant revenues are received in the Traffic Section, and overtime is paid out of Patrol's overtime budget.

This grant will be partially expensed in 2019 (Oct-Dec) and the remaining portion will be rolled over to 2020. This will include both the revenue and expenses so the net effect to 2020 will be \$0.

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING GRANT AGREEMENT BETWEEN ADAMS COUNTY AND THE
STATE OF COLORADO DEPARTMENT OF TRANSPORTATION FOR THE TRAFFIC
FATALITY AND SERIOUS ACCIDENT REDUCTION GRANT PROGRAM

WHEREAS, the Adams County Sheriff's Office was awarded Traffic Fatality and Serious Accident Reductions Grant Funds in the amount of \$225,003 for FFY 2019-2020; and,

WHEREAS, the Adams County Sheriff's Office will fulfill the requirements of this grant by reducing impaired driving related fatalities within Adams County by conducting DUI/HVE Checkpoints;

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Grant Agreement between Adams County and the State of Colorado Department of Transportation for the October 2019 to October 2020 Traffic Fatality and Serious Accident Reduction Grant Program, attached hereto and incorporated herein by this reference, is hereby approved.

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

TASK ORDER #2

State Agency Department of Transportation		Master Contract Routing Number 19-HTS-XA-00016
Contractor Adams County Government		Task Order Routing Number 19-HTS-XA-00016-ZD0002
Task Order Maximum Amount	\$225,003.00	Task Order Performance Beginning Date The later of the Task Order Effective Date or October 01, 2019
Total Contract Encumbrance to Date	\$350,003.00	
		Task Order Expiration Date September 30, 2020

In accordance with §6.B. of the Master Task Order Contract referenced above, Contractor shall complete the following Project:

- 1) **Project Description.** Contractor shall complete the Project described in Contractor's proposal that is attached hereto and incorporated herein (the "Proposal"). All terminology used in this Task Order and the Proposal shall be interpreted in accordance with the Master Task Order Contract unless specifically defined differently in this Task Order.
- 2) **Payment.** The State shall pay Contractor the amounts shown in the Proposal in accordance with the requirements of that Proposal and the Master Task Order Contract. The Maximum Amount payable by the State for performance of this Task Order is \$225,003.00. The State shall not make any payment that exceeds the Task Order Maximum Amount shown above.
- 3) **Performance Period.** Contractor shall complete all Work on the Project described in this Task Order by the Task Order Expiration Date stated above. Contractor shall not perform any Work on the Project described in the Proposal prior to the Task Order Performance Beginning Date or after the Task Order Expiration Date stated above.
- 4) **Task Order Effective Date.** The effective date of this Task Order hereof is upon approval of the State Controller.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

THE PARTIES HERETO HAVE EXECUTED THIS TASK ORDER

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

CONTRACTOR
ADAMS COUNTY GOVERNMENT

By: _____
Ray Gonzales, County Manager

Date: _____

STATE OF COLORADO
Jared S. Polis, GOVERNOR
Department of Transportation

By: _____
Joshua Laipply, P.E., Chief Engineer
(For) Shoshana M. Lew, Executive Director

Date: _____

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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

STATE OF COLORADO
STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Department of Transportation

Effective Date: _____

Contract Objective Plan

FY 2020 Adams County Sheriff's Office

20 NHTSA405D.1120

20-01-20

3 Year Goal: Over the three years of this program, the Adams County Sheriff's Office goal is to reduce the number of DUI/D fatalities in crashes in Adams County involving a driver or motorcycle operator with a BAC of .08 or higher from the current 15 percent to 13 percent by September 30, 2021.

Strategy 1: The focus of this program will be to reduce impaired driving related fatalities within Adams County. The Adams County Sheriff's Office will reduce impaired driving fatalities in Adams County from 15 percent to 14 percent by September 30, 2020.

Activities			Desired Outcome	Responsible Partner	Estimated Timeframe (Q1, Q2, Q3, Q4)	Evaluation
Primary	#1	The Adams County Sheriff's Office will conduct two highly publicized Impaired Driving Checkpoints on two of the three major Holidays that fall within Check Point Colorado; Memorial, 4 th of July and/or Labor Day.	Reduction in traffic fatalities where the driver of any vehicle is impaired.	Sgt Robbins and the Traffic Unit	These are to occur in the 2 nd and 3 rd quarter	# citations, contacts, arrests and statistical data.
Activities			Desired Outcome	Responsible Partner	Time frame	Evaluation
Primary	#2	The Adams County Sheriff's Office will participate in all of the CDOT's 15 High Visibility Enforcement campaign periods	Reduction in traffic fatalities where the driver of any vehicle is impaired.	Sgt Robbins and the Traffic Unit	Quarters 1-4	# citations, contacts, arrests and statistical data.
Activities			Desired Outcome	Responsible Partner	Time frame	Evaluation
Primary	#3	The Adams County Sheriff's Office will conduct focused individual enforcement during times when we have experienced high volumes of impaired drivers on the roadway in Adams County.	Reduction in traffic fatalities where the driver of any vehicle is impaired.	Sgt Robbins and the Traffic Unit	Quarters 1-4	# citations, contacts, arrests and statistical data.
Strategy 2: Reduce serious injuries and fatalities within Adams County by 4% in 2019 from the 291 accidents we had in 2018.						
Activities			Desired Outcome	Responsible Partner	Time frame	Evaluation
Primary	#1	The Adams County Sheriff's Office will conduct increased saturation patrols in an effort to show greater officer presence in areas identified as high impaired driving crashes and fatalities.	Reduction in traffic fatalities where the driver of any vehicle is impaired	Sgt Robbins and the Traffic Unit	Quarters 1-4	# citations, contacts, arrests and statistical data.

Evaluation Data and Financial Budget

(Exhibit B)

DETAILED BUDGET							
Task Number	20-01-11	Program Name	Adams County DUI	Agency Name	Adams County S.O.		
Personal Services Salaried Person							
Name of Position	Monthly Full-time Salary	Monthly Part-Time Salary	Total Monthly cost	REQUIRED # of Months to this	Total	CDOT Share \$	Local Match \$
					\$0	\$0	\$0
					\$0	\$0	\$0
			\$0		\$0	\$0	\$0
			\$0		\$0	\$0	\$0
Total					\$0	\$0	\$0
Hourly Employee and/ or Overtime							
Name of Position	REQUIRED Overtime Rate	Straight time hours	Over time hours	REQUIRED # months	Total	CDOT Share \$	Local Match \$
							\$0
Deputy Sheriff	\$51.00		361.933	12	\$221,503	\$221,503	\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
Fringe Benefit Cost							
Fringe Benefits	Fringe %	Total Payroll Monthly Payroll	Total Monthly Fringe	REQUIRED # months	Total	CDOT Share \$	Local Match \$
Fringe as a Percentage			\$0.00		\$0.00	\$0.00	\$0.00
Fringe as a Flat amount					\$0.00	\$0.00	\$0.00
Total Fringe Benefit					\$0	\$0	\$0
Operating Expense Including Mileage							
Description	Monthly Cost	# MONTHS	Number of units	Cost Per Unit	Total	CDOT Share \$	Local Match \$
Traffic Cones	\$3,500		1	\$3,500	\$3,500	\$ -	\$ 8,500
					\$0	\$0	\$0
					\$0	\$0	\$0
					\$0	\$0	\$0
					\$0	\$0	\$0
					\$0	\$0	\$0
					\$0	\$0	\$0
					\$0	\$0	\$0
					\$0	\$0	\$0
Mileage (enter monthly miles in monthly cost)				\$0.49	\$0	\$0	\$0
Total Operating Expense					\$3,500	\$0	\$3,500
Enter Mileage amount as either a monthly estimate with number of months or enter as a total number under units							

Evaluation Data and Financial Budget continued

Contractual Services							
Contractor	Planned hours/week	Planned Hours/ month	Number of weeks/months	REQUIRED Straight Time Rate / Hour	Total	CDOT Share \$	Local Match \$
					\$0	\$0	\$0
					\$0	\$0	\$0
					\$0	\$0	\$0
					\$0	\$0	\$0
					\$0	\$0	\$0
					\$0	\$0	\$0
Total Contractual Services					\$0	\$0	\$0
Contractors MUST be budgeted and billed at an hourly rate. Monitoring forms will be required							
Travel - overnight stay NO OUT OF STATE							
Description	Number of Persons	Travel Cost Per Person	Per Diem/ person	# Days	Total	CDOT Share \$	Local Match \$
					\$0	\$0	\$0
					\$0	\$0	\$0
					\$0	\$0	\$0
					\$0	\$0	\$0
Total Travel					\$0	\$0	\$0
Travel cost per persons is mileage, hotel, etc. Per Diem is separate. IF there is air fare or car rental list separately.							
Capital Equipment							
Description	Single Item Cost	OR Number of units	Cost Per Unit	Total Cost	Total	CDOT Share \$	Local Match \$
						\$ -	\$ -
Total Capital Equipment							
Capital Equipment is items over \$5,000 please be very specific in your narrative as to the need for this equipment							
Indirect Cost							
Indirect Rate % - approved by Cognizant	Cost	Total Indirect Cost		Total	CDOT Share \$	Local Match \$	
		\$0.00		\$0	\$0	\$0	
Total Indirect							
Indirect cost rate must be pre-approved by CDOT or the Cognizant agency							
BUDGET SUMMARY					Total	CDOT Share \$	Local Match \$
Personal Services					\$221,503	\$221,503	\$0
Fringe Benefits					\$0	\$0	\$0
Operating Expense & Incentives					\$3,500	\$3,500	\$3,500
Contractual Services					\$0	\$0	\$0
Travel					\$0	\$0	\$0
Capital Equipment					\$0	\$0	\$0
Subtotal before Indirect					\$225,003	\$225,003	\$3,500
Indirect Cost					\$0	\$0	\$0
Total Projected Budget					\$ 225,003	\$ 225,003	\$ 3,500



COLORADO

Department of Transportation

Office of Transportation
Safety & Risk Management
2829 W. Howard Place
Denver, CO 80204-2305

NOTICE TO PROCEED

Agency Name: Adams, County of

DBA: Adams County Sheriff's Office

Agency DUNS #: 076476373

CAGE Code: 5FWH4

Contractor Address:

4430 S. Adams County Parkway STE C4000A
Brighton, CO 80601-8212, United States

Status: Active

Expiration Date: 01/09/2020

Agency Project Manager: Sgt. Michael Robbins

Project Description and WBS #: HVE Impaired Driving Enforcement - 20nhtsa405d.0120
HVE Impaired Driving Enforcement- ST15R-438 State Marijuana Tax Funds

Federal Award Identification # (FAIN): 69A375203000405DCOM Award Date: 8/14/19

CFDA# and Name: 20.616

Section: 405d

Federal Awarding Agency:

US Department of Transportation (National Highway Traffic Safety
Administration (NHTSA)/Federal Regional Contact: Gina Espinosa-Salcedo)

Total Federal Funding Amount of approximately \$ 2,300,000

Your Agency's approved Budget Amount \$ 225,003.00

including an Indirect Cost Rate of: N/A

Federal Funds \$ 45,000.00

State Funds \$ 180,003.00

Match or cost sharing amount: N/A

Research and Development Award: No

Dear Sergeant Robbins,

I am pleased to inform you that Contract # 431005524 between CDOT, Office of Transportation Safety (OTS) and the Adams County Sheriff's Office has been completed in the amount of \$ 225,003.00. These funds are encumbered & obligated to your program, effective October 1, 2019 through September 30, 2020.

An electronic copy of the Contract is being emailed to you. If during the course of this grant year you find a need for a modification of your funded dollars or program activities, please contact me for a grant modification form. When submitted it will be reviewed; CDOT's decision will be returned in 10 days.

Please review the attached Award Notification containing General Terms & Conditions associated with receiving Federal dollars, which is attached with this mailing.

Please let me know if you have questions.

Leslie Chase

September 25, 2019





PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 10, 2019
SUBJECT: BOARD OF COUNTY COMMISSIONERS FOR ADAMS COUNTY, STATE OF COLORADO, APPROVING THE USE OF GRANT FUNDING AWARDED BY THE COLORADO DEPARTMENT OF TRANSPORTATION TO EXPAND ADAMS COUNTY SENIOR TRANSPORTATION SERVICES
FROM: Matt Rivera, Paolo Diaz, Rebecca Zamora
AGENCY/DEPARTMENT: Community Safety and Well-Being
HEARD AT STUDY SESSION ON: June 25, 2019
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the resolution.

BACKGROUND:

On October 7th, 2019 CDOT awarded \$108,000 to the County's A-Lift senior transportation program. These funds will add coordination funds and additional pilot funding for the County's concierge transportation pilot for seniors. This pilot provides free Lyft and yellow cab services for seniors with additional transportation support coordination services through Senior's Resource Center. These funds will also support local technology classes for seniors who want to learn how to utilize transportation apps on their cellular phones in collaboration with Senior Hub. This grant award requires a \$27,000, match which is easily covered by reserve A-Lift funding. Today is requested that the Board of County Commissioners authorize the use of this grant award from CDOT for A-Lift services.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Community Safety and Well-Being

ATTACHED DOCUMENTS:

Public Hearing Agenda Item Form
Resolution
Award Letter

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:** 1033

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:	5590		108,000
Total Revenues:			<u>108,000</u>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:	Various		135,000
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u>135,000</u>

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

This will be adopted with the 2020 budget.

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

**RESOLUTION APPROVING THE USE OF GRANT FUNDING AWARDED BY THE
COLORADO DEPARTMENT OF TRANSPORTATION TO EXPAND ADAMS COUNTY
SENIOR TRANSPORTATION SERVICES**

WHEREAS, Adams County and the cities of Arvada, Commerce City, Federal Heights, Northglenn, Thornton, and Westminster work together to coordinate the A-Lift program, a transit service for seniors and special needs residents in Adams County; and,

WHEREAS, on October 29th, 2019, the Colorado Department of Transportation (CDOT) awarded Adams County \$108,000 to expand free senior transportation offerings of the A-Lift Program; and,

WHEREAS, CDOT award funds will commence on January 1, 2020 and continue until December 31, 2020 to support the innovative expansion of free senior transportation offerings in Adams County; and,

WHEREAS, grant funding will allow Adams County to expand current rides by allowing for concierge rides for seniors; and,

WHEREAS, awarded funding will allow Adams County to increase coordination efforts of the A-Lift Program; and,

WHEREAS, Adams County is committed to creating and supporting innovative transportation solutions that enhance the quality of life for Adams County seniors; and,

WHEREAS, it is acknowledged that this resolution ensures funding for the A-Lift Transit program.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the use of the grant funds of \$108,000 awarded by CDOT, to provide innovative transportation services for Adams County senior residents is hereby approved.

From: Phi - CDOT, Kim <kim.phi@state.co.us>

Date: Mon, Oct 7, 2019 at 2:15 PM

Subject: 2020 CDOT / DRCOG Joint Call for Transit Projects Funded/Unfunded List

To: David Krutsinger - CDOT <david.krutsinger@state.co.us>, Qing Lin - CDOT <qing.lin@state.co.us>, Matthew Helfant <mhelfant@drcog.org>, Audrey Dakan - CDOT <audrey.dakan@state.co.us>, Matthew Ayers - CDOT <brodie.ayers@state.co.us>, Moira Moon - CDOT <moira.moon@state.co.us>, Kenneth Mooney - CDOT <kenneth.mooney@state.co.us>, Terranova - CDOT, Sharon <sharon.terranova@state.co.us>, Vander Broek - CDOT, Nathan <nate.vanderbroek@state.co.us>

Cc: Brad Calvert <bcalvert@drcog.org>, Kelly Roberts <kroberts@drcog.org>, Deya Zavala <dzavala@milehighconnects.org>, Moslet, Stacey - DHS CA3096 Human Services Operations Supervisor <stacey.moslet@denvergov.org>, Cate Townley - CDPHE <cate.townley@state.co.us>

The Colorado Department of Transportation (CDOT), Division of Transit and Rail (DTR) and the Denver Regional Council of Governments (DRCOG) would like to thank all applicants that applied for the 2020 CDOT/DRCOG Joint Call for Transit projects.

With almost \$2.3 million available in 5310 funds and \$1 million in HST-FASTER funds, we had a very successful joint call for projects which made the applicant pool a competitive one. We would like to thank all review committee members for their time and dedication through the process.

Attached are the funded and unfunded project list for the 2020 CDOT/DRCOG Joint call for Transit Projects. If you have any questions feel free to contact, Kim Phi at (303) 512-4055 or kim.phi@state.co.us and Matthew Helfant at (303) 480-6731 or Mhelfant@drcog.org.

Thanks again for all your patience,

Kim Phi
Admin & Operating Programming Specialist



P 303.512.4055 | C 720.990.0088
kim.phi@state.co.us | www.cotrip.org | codot.org
2829 W. Howard Place, 4th Floor, Denver, CO 80204

2020 CDOT/DRCOG Funded Projects

Agency	Project Type	5310/HST Request	Local Share	HST Request for Local Share	Total Cost	Rqrd Funding Pool
TOTALS		\$ 3,017,788.10	\$ 1,398,067.90	\$ 277,287.20	\$ 4,415,856.00	
Adams County	Mobility Management	\$ 108,000.00	\$ 27,000.00	\$ -	\$ 135,000.00	5310
Douglas County	Mobility Management	\$ 395,350.40	\$ 98,837.60	\$ -	\$ 494,188.00	5310
Colorado Nonprofit Development Center (DRMAC)	Mobility Management	\$ 287,807.20	\$ 71,951.80	\$ 60,000.00	\$ 359,759.00	5310
SRC	Mobility Management	\$ 438,560.00	\$ 109,640.00	\$ 50,000.00	\$ 548,200.00	5310
Via Mobility Services	Mobility Management	\$ 191,760.00	\$ 47,940.00	\$ -	\$ 239,700.00	5310
SUBTOTAL		\$ 1,421,477.60	\$ 355,369.40	\$ 110,000.00	\$ 1,776,847.00	
SRC	Operating	\$ 483,340.00	\$ 483,340.00	\$ 100,000.00	\$ 966,680.00	5310
Douglas County	Operating	\$ 137,868.00	\$ 137,868.00	\$ -	\$ 275,736.00	HST
Boulder County	Operating	\$ 177,088.00	\$ 177,088.00	\$ -	\$ 354,176.00	HST
City of Boulder	Operating	\$ 17,250.00	\$ 17,250.00	\$ -	\$ 34,500.00	HST
Via Mobility Services	Operating	\$ 42,613.50	\$ 42,613.50	\$ -	\$ 85,227.00	HST
SUBTOTAL		\$ 858,159.50	\$ 858,159.50	\$ 100,000.00	\$ 1,716,319.00	
Douglas County	1 Van Expansion	\$ 48,000.00	\$ 12,000.00	\$ -	\$ 60,000.00	5310
Easter Seals	1 BOC Expansion	\$ 49,093.00	\$ 12,273.00	\$ -	\$ 61,366.00	5310
City of Broomfield	1 Vehicle Expansion	\$ 61,162.00	\$ 15,291.00	\$ 12,232.80	\$ 76,453.00	5310
SRC	Van Expansion	\$ 52,372.00	\$ 13,093.00	\$ 9,353.88	\$ 65,465.00	5310
SRC	Van Expansion	\$ 52,372.00	\$ 13,093.00	\$ 9,353.88	\$ 65,465.00	5310
SRC	Van Expansion	\$ 52,372.00	\$ 13,093.00	\$ 9,353.88	\$ 65,465.00	HST
SRC	Van Expansion	\$ 52,372.00	\$ 13,093.00	\$ 9,353.88	\$ 65,465.00	HST
SRC	BOC Expansion	\$ 70,461.00	\$ 17,615.00	\$ 12,584.48	\$ 88,076.00	5310
City of Broomfield	Equipment	\$ 25,272.00	\$ 6,318.00	\$ 5,054.40	\$ 31,590.00	5310
SUBTOTAL		\$ 463,476.00	\$ 115,869.00	\$ 67,287.20	\$ 579,345.00	
Via Mobility Services - BOC	Replacement - BOC (INV-03146)	\$ 87,467.00	\$ 21,867.00	\$ -	\$ 109,334.00	HST
Via Mobility Services - Van	Replacement - Van (INV-02129)	\$ 58,190.00	\$ 14,548.00	\$ -	\$ 72,738.00	HST
Laradon Hall Society for Exceptional Children and A	Replacement - Van (INV-20314)	\$ 40,466.00	\$ 10,117.00	\$ -	\$ 50,583.00	5310
Laradon Hall Society for Exceptional Children and A	Replacement - Van (INV-20315)	\$ 40,466.00	\$ 10,117.00	\$ -	\$ 50,583.00	5310
Goodwill Industries of Denver	Replacement (INV-20320)	\$ 48,086.00	\$ 12,021.00	\$ -	\$ 60,107.00	5310
SUBTOTAL		\$ 274,675.00	\$ 68,670.00	\$ -	\$ 343,345.00	



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 10, 2019
SUBJECT: Resolution Approving IGA between Adams County and Hyland Hills for the Carl Park Trail Project
FROM: Byron Fanning, Parks, Open Space & Cultural Arts Director, Marc Pedrucci and Aaron Clark
AGENCY/DEPARTMENT: Parks, Open Space & Cultural Arts
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves the Resolution Approving the Intergovernmental Agreement between Adams County and Hyland Hills regarding the Carl Park Trail Project.

BACKGROUND:

Hyland Hills Park & Recreation District plans to build a trail connecting their Carl Park Community Center with the Clear Creek Trail. The Carl Park Community Center is located at 5401 Meade Street in un-incorporated Adams County, and the Clear Creek Trail runs nearby to the north. Adams County has an interest in increasing the number of neighborhood trail connections to our regional trail system per the 2017 Clear Creek Corridor Recreation Plan. Adams County approved \$150,000 in the 2018 Budget towards the cost of this project. This IGA formalizes the contribution and its terms.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Parks, Open Space & Cultural Arts Department, Hyland Hills Park & Recreation District

ATTACHED DOCUMENTS:

Resolution approving the IGA
IGA between Hyland Hills and Adams County

FISCAL IMPACT:

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

Fund: 27**Cost Center: 6107**

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	8810	61071824	\$150,000
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			\$150,000

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENT
BETWEEN ADAMS COUNTY AND HYLAND HILLS PARK
AND RECREATION DISTRICT REGARDING
THE CARL PARK TRAIL PROJECT

WHEREAS, Adams County and the Hyland Hills Park and Recreation District (“Parties”) have an interest in providing residents with access to the Clear Creek Trail; and,

WHEREAS, the Parties intend to build a trail that will provide access from the Carl Park Community Center to the Clear Creek Trail; and,

WHEREAS, the Parties now wish to proceed with the Carl Park Trail Connection Project (“Project”); and,

WHEREAS, the County Commissioners of Adams County have authorized, by appropriation or resolution, a \$150,000 contribution to the County’s share of the total project cost; and,

WHEREAS, the Parties wish to enter into an Intergovernmental Agreement to define the financial commitments and responsibilities with respect to the Project; and,

WHEREAS, the Intergovernmental Agreement is a cooperative effort between the Parties and will benefit the citizens of Adams County.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Intergovernmental Agreement between Adams County and the Hyland Hills Park and Recreation District regarding the Carl Park Trail Project, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is approved.

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

BE IT FURTHER RESOLVED, that the expenditure of funds necessary to fulfill the terms of the IGA is hereby approved.

AGREEMENT REGARDING
FINAL DESIGN AND CONSTRUCTION
OF A TRAIL CONNECTION FROM
CARL PARK COMMUNITY CENTER TO THE CLEAR CREEK TRAIL

THIS AGREEMENT, made this _____ day of _____, 2019,
by and between HYLAND HILLS PARK AND RECREATION DISTRICT (hereinafter
called "DISTRICT") and ADAMS COUNTY (hereinafter called "COUNTY") and
collectively known as "PARTIES";

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, both the County and the District have an interest in providing residents with access to the Clear Creek Trail; and

WHEREAS, the District intends to build a trail that will provide access from the Carl Park Community Center to the Clear Creek Trail; and

WHEREAS, the County and the District now wish to proceed with the Carl Park Trail Connection Project ("Project"); and

WHEREAS, the County Commissioners of Adams County have authorized, by appropriation or resolution, a \$150,000 contribution to the County's share of the total project cost.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

I. SCOPE OF AGREEMENT

This Agreement defines the responsibilities and financial commitments of the Parties with respect to the Project.

II. SCOPE OF PROJECT

See attached Statement of Work.

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 the Project region and is of particular benefit to the inhabitants of the District and the County and the property therein.

IV. CONTRIBUTION

The County agrees to pay to the District on or before December 31, 2019 one hundred fifty thousand DOLLARS AND NO CENTS (\$150,000) ("Contribution") in one lump sum as its contribution to the Project.

V. MANAGEMENT OF FINANCES

- A. Project funds remitted by the County to the District shall be separately tracked and be used exclusively for payment to complete the Carl Park Community Center Trail Connection Project.
- B. If the District does not complete the Project by December 31, 2021, the District shall return the Contribution to the County by December 31, 2021.
- C. At completion of the Project the District shall provide the County with a written statement of accounting for the Project.

VI. MANAGEMENT OF PROJECT

The District will be solely responsible for managing the Project. The County will designate a staff member to attend progress meetings. However, the District shall be solely responsible for all bidding, contracting, and construction management related to the Project.

VII. TERM OF AGREEMENT

The term of this Agreement shall commence upon final execution by all Parties and shall terminate December 31, 2021.

VIII. 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.

IX. 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 Parks, Open Space, and Cultural Arts
9755 Henderson Road
Brighton, Colorado 80601

Adams County Attorney's Office
4430 South Adams County Parkway, Suite C5000B
Brighton, Colorado 80601-8206

For Hyland Hills:

Executive Director
Hyland Hills Park & Recreation District
8801 N. Pecos Street
Federal Heights, Colorado 80260

B. The Parties each agree to designate and assign a Project representative to act on the behalf of said Parties in all matters related to the Project undertaken pursuant to this Agreement. Each representative shall coordinate all Project-

related issues between the Parties, shall attend all progress meetings, and shall be responsible for providing all available Project-related file 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.

X. 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.

XI. 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.

XII. 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.

XIII. 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.

XIV. 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.

XV. TERMINATION OF AGREEMENT

This Agreement may be terminated upon thirty (30) days written notice by either of the Parties, but only prior to the County committing funds to the Project.

XVI. 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.

XVII. 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.

XVIII. APPROPRIATIONS

Notwithstanding any other term, condition, or provision herein, each and every obligation of the District and/or the County 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.

XIX. 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.

XX. 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.

HYLAND HILLS PARK AND RECREATION DISTRICT

Chair, Board of Directors

ATTEST:

APPROVED AS TO FORM:

Attorney for Hyland Hills

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Steve O'Dorisio, Chair

ATTEST:

Erica Hannah, Deputy Clerk

APPROVED AS TO FORM:

Adams County Attorney's Office



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 10, 2019
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 2017 and 2018, 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:			

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

New FTEs requested: ☐ YES ☐ NO

Future Amendment Needed: ☐ YES ☐ NO

Additional Note:

RESOLUTION APPROVING ABATEMENT PETITIONS AND AUTHORIZING THE REFUND OF TAXES FOR ACCOUNT NUMBERS P0036402, R0104600, R0121424, R0137166, R0153780, AND R0181463.

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 P0036402, R0104600, R0121424, R0137166, R0153780, and R0181463 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;

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the abatement petitions for account numbers P0036402, R0104600, R0121424, R0137166, R0153780, and R0181463 are hereby approved.

ABATEMENT FOR TAX YEAR:		2018
TODAYS DATE		09/18/19
BUSINESS NAME:	LENOX ADVISORS INC	
ACCOUNT NUMBER:	P0036402	
PARCEL NUMBER:		
	ACTUAL	ASSESSED
	VALUE	VALUE
ORIGINAL VALUE	\$144,000	\$41,760
REVISED VALUE	\$0	\$0
ABATED VALUE	\$144,000	\$41,760
	MILL	TAX
	LEVY	DOLLARS
ORIGINAL VALUE	143.303	\$5,984.33
REVISED VALUE	143.303	\$0.00
ABATED VALUE	143.303	\$5,984.33

Provide your reason for the Abatement/Added in the space below:

Initially valued as BIA. Taxpayer was not required to file equipment less than \$7,400.00. *This was not an active account in 2017.*

CFG

ADDED ASSESSMENT FOR TAX YEAR:

BUSINESS NAME:		
ACCOUNT NUMBER:		
PARCEL NUMBER:		
	ACTUAL	ASSESSED
	VALUE	VALUE
ORIGINAL VALUE		\$0
REVISED VALUE		\$0
ADDED VALUE	\$0	\$0
	MILL	TAX
	LEVY	DOLLARS
ORIGINAL VALUE		\$0.00
REVISED VALUE	0	\$0.00
ADDED VALUE	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: 08 02 2019
Month Day Year

Petitioner's Name: LENOX ADVISORS INC

Petitioner's Mailing Address: 530 5TH AVE FL 11

NEW YORK

NY

10036-5113

City or Town

State

Zip Code

SCHEDULE OR PARCEL NUMBER(S)
P0036402

PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
3431 WINDSOR DR

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) 2017 and 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.)

TAX PAYER WAS NOT REQUIRED TO FILE. EQUIPMENT LESS THAN \$7400.00

Petitioner's estimate of value: \$ 0.00 (2017) and \$ 0.00 (2018)
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.

Joseph H. Soft
Petitioner's Signature

Daytime Phone Number (212) 536-8773

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		_____	_____	_____	_____	_____	_____
<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.)			
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(17), 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 _____		
	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>	<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 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



March 29, 2019

SunGard Availability Services, LP
Attn: Contract Administration
680 E. Swedesford Road
Wayne, PA 19087
Fax: (610) 225-1125
Email: contract.admin@sungardas.com

SunGard Rep: Christopher Braswell - Christopher.Braswell@SunGardAS.com

Dear Christopher and the SunGard team,

I am writing to inform you that this letter serves as notice that Lenox Advisors, Inc. is not renewing the Order Number 3007503300 v.4.0 (Referenced as FIMS) agreement originally dated May 1, 2013 which became effective on its last renewal on May 1, 2018 due to a computing platform alignment as mandated by our parent company NFP.

Under the Global Master Services Agreement, the contract renewal date would be on May 1st unless cancelled 30 days in advance. This letter serves as timely notice that Lenox Advisors, Inc. has decided not to renew this order. Accordingly, the above referenced agreement will terminate on April 30, 2019 unless otherwise agreed to. Unless I hear otherwise from you, I will assume that you acknowledge this notice of termination.

We will also be making changes to the R2C Server Replication, Disaster Recovery schedule under Order Number 3006655000 v7.0 to remove the coverage of the FIMS servers.

Please acknowledge receipt of this notice by replying to this email. I will contact you next week to setup a call with NFP to discuss in more detail the reasons for the platform alignment. We have truly enjoyed working with the SunGard FIMS team and the support you have provided us over the past 6 years with our environment.

All other under schedules with SunGard remain in force and we look forward to continuing our business relationship.

Sincerely,

A handwritten signature in black ink, appearing to read "Naresh H. Singh", is written over the printed name.

Naresh H. Singh
Managing Director, Head of Information Technology
212.536.8773
nsingh@lenoxadvisors.com

530 Fifth Avenue
11th Floor P 212.536.8700
New York, NY 10036 F 212.536.6014 www.lenoxadvisors.com

New York | Stamford | Chicago | San Francisco | Los Angeles

Securities and investment advisory services offered through qualified registered representatives of MML Investors Services, LLC, 530 Fifth Avenue, 14th Floor, New York, NY 10036, 212.536.6000. Fee based financial planning services are offered through Lenox Advisors, Inc., a registered Investment Advisory Firm, and are not offered or sponsored by MML Investors Services, LLC. Lenox Advisors, Inc. is not a subsidiary of or affiliated with MML Investors Services, LLC. Lenox Advisors, Inc. is a wholly owned subsidiary of National Financial Partners Corp. (NFP). NFP is not an affiliate or subsidiary of MML Investors Services, LLC.



7/24/19

Subject: Data Destruction Certificate

Dear Naresh H. Singh,

This letter of data destruction certification is provided to Lenox Advisors, Inc as it pertains to the destruction and disposal of data on the Sungard AS provided Cloud Recovery - SR process server and shared storage platform. As of June 20, 2019, we have confirmed that the following data destruction process was completed in the decommission of the Cloud Recovery SR process servers and shared storage platform:

- Process Servers: 3-Pass wipe software was used on the hard drives to overwrite all addressable storage and indexing locations on the drives three times with zeros (0X00), complement (0XFF) and random characters and then verified
- Process Servers: Factory low level format of the drives
- Shared DR target storage platform deletion containing all customer data

The below listed VMs were deleted along with the PS, CS and MT:

utility06
utility05
utility04
sql01
web02
utility03
lenoxvm
utility01

Should you have any questions or concerns, please do not hesitate to reach out to me directly.

Sincerely,

Sam Varghese, Project Manager
Sungard Availability Services
Office: 215-982-7439

September 16, 2019

Adams County Assessor's Office
% Personal Property Department
4430 S. Adams County Parkway
2nd Floor – Suite 2100
Brighton, CO 80601

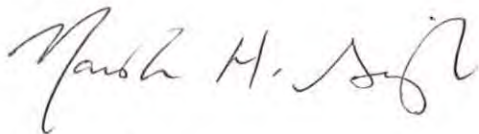
Dear Assessor's Office:

Enclosed please find our completed abatement petition for **Parcel #P0036402** on behalf of **Lenox Advisors, Inc.** As indicated on the form we are not required to file as the equipment is not owned by Lenox and is of a value less than \$7,400.

If you require further information or have any questions, I can be reached at 212.536.8773 or by email at nsingh@lenoxadvisors.com

Thank you for your time and prompt review of our petition.

Sincerely,



Naresh H. Singh

SVP, Head of Information Technology
212.536.8773
nsingh@lenoxadvisors.com

530 Fifth Avenue
11th Floor
New York, NY 10036
P 212.536.8700
F 212.536.6014
www.lenoxadvisors.com

New York | Stamford | Chicago | San Francisco | Los Angeles

Securities and investment advisory services offered through qualified registered representatives of MML Investors Services, LLC, 530 Fifth Avenue, 14th Floor, New York, NY 10036, 212.536.6000. Fee based financial planning services are offered through Lenox Advisors, Inc., a registered Investment Advisory Firm, and are not offered or sponsored by MML Investors Services, LLC. Lenox Advisors, Inc. is not a subsidiary of or affiliated with MML Investors Services, LLC. Lenox Advisors, Inc. is a wholly owned subsidiary of National Financial Partners Corp. (NFP). NFP is not an affiliate or subsidiary of MML Investors Services, LLC.

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

September 16, 2019

LENOX ADVISORS INC
C/O PROPERTY TAX DEPT
530 5TH AVE FL 11
NEW YORK NY 10036-5113

RE: Abatement Petition P0036402

Dear Taxpayer,

Please find enclosed an abatement petition. Please sign the petition and provide phone and e-mail contact information as requested.

Please mail the forms to:

Adams County Assessor's Office
% Personal Property Dept
4430 S Adams County PKWY 2nd Fl Ste 2100
Brighton CO 80601

We will process it as quickly as we can, but it frequently takes a couple of months to process these abatements. We have informed the Treasurer's Office and they will make notes to indicate the account is being abated.

Sincerely,



Alma Reyes

Personal Property Appraiser, *Assessor's Office*
ADAMS COUNTY, COLORADO
4430 South Adams County Parkway, C2100
Brighton, CO 80601
o: 720-523-6702 | AReyes@adcogov.org
www.adcogov.org

ASSESSOR'S RECOMMENDATION
BOARD OF COUNTY COMMISSIONERS

Account No : R0104600
Petition Year : 2018 Date Filed : 6/18/2019 Parcel No : 01825-17-1-01-030
Petition of :
Address : 2410 W 56th Ave
City : Denver State : CO Zip Code : 80221-1810

Property Location : SUB: WESTWOODLAND RESUBD PLOT 1 DESC: LOT 1 AND LOT 2 EXC W 3 FT LOG WITH S 10 FT OF VAC
W 56th Ave Adj On N (Entire Parcel Back On The Tax Roll Per Deed In Reception No
2015000062774. Pro-Rated For 154 Days For 2015 And Full Value For 2016)

Code OCC		PETITIONER'S VALUES		ASSESSOR'S ASSIGNED		TAX WARRANT			
		Actual Value	Value for A.	Actual Value	Value for A.	\$ AMOUNT			
com	427	L:	\$103,879	\$7,480	L:	\$103,879	\$30,120	A. Ratio	29.00%
		I:	\$258,121	\$18,580	I:	\$77,154	\$22,370	Mill Levy	123.301
TOTALS :			\$362,000	\$26,060		\$181,033	\$52,490	Tax	\$6,472.07

Petitioner's Statement :

Property was converted to Residential in July 2016 (completed) was assessed and charged/paid as commercial use.

Assessor's Report

Situation :

The subject property was classified as a Volunteer Fire Station. However, the home was sold in 2015 and converted into a single family home with 3 bedrooms and 3 bathrooms. There is a studio of 192 sq ft with 1 bedroom and 1 half bath as well. The main home includes 2304 sq ft and was built in 1960. Petitioner's value above is based on residential and the assessor's is based on commercial. The subject was inspected in December 2018 and the property was determined to be a residential property.

Action :

The subject has been valued based on a residential property type. Therefore the property was revalued based on residential properties in the area. The assessment rate was revised to 7.2%. The "Valuation Reduction" below is shown as "n/a" due to the property being revalued as a residential property verses a commercial property. Two different scope of works.

Recommendation :

It is recommended that the value for the years of 2017-2018 be revised to reflect a residential value to the \$380,000 as indicated below. This will result in a refund to the tax payer in the amount shown in the lower right hand corner. The "Val. for A" below is based on a 7.2% residential assessment rate.

ASSESSOR'S RECOMMENDED ADJUSTMENT

Code OCC		- VALUE REDUCTION		= VAL. RECOMMENDATION		TAX DOLLARS
		Actual Val.	Val for A.	Actual Val.	Val for A.	- Adjustment
Res	100	L: n/a	n/a	L: \$103,879	\$7,480	\$3,258.85
		I: n/a	n/a	I: \$258,121	\$18,580	= Adjusted Tax
TOTALS :		n/a	n/a	\$362,000	\$26,060	\$3,213.22

Appraiser  Date
Eric Norberg 10/25/2019

ASSESSOR'S RECOMMENDATION
BOARD OF COUNTY COMMISSIONERS

Account No : R0104600
 Petition Year : 2017 Date Filed : 6/18/2019 Parcel No : 01825-17-1-01-030
 Petition of :
 Address : 2410 W 56th Ave
 City : Denver State : CO Zip Code : 80221-1810

Property Location : Sub:Westmoorland Resubd Plot 1 Desc: Lot 1 And Lot 2 Exc W 5 Ft Tog With S 10 Ft Of Vac W 56th Ave
 Adj On N (Entire Parcel Back On The Tax Roll Per Deed In Reception No 2015000062774. Pro-Rated For
 154 Days For 2015 And Full Value For 2016)

Code	OCC	PETITIONER'S VALUES		ASSESSOR'S ASSIGNED		TAX WARRANT	
		Actual Value	Value for A.	Actual Value	Value for A.	\$ AMOUNT	
com	427	L: \$258,121	\$18,580	L: \$103,879	\$30,120	A. Ratio	29.00%
		I: \$103,879	\$7,480	I: \$77,154	\$22,370	Mill Levy	107.971
TOTALS :		\$362,000	\$26,060	\$181,033	\$52,490	Tax	\$5,667.40

Petitioner's Statement :

Property was converted to Residential in July 2016 (completed) was assessed and charged/paid as commercial use.

Assessor's Report

Situation :

The subject property was classified as a Volunteer Fire Station. However, the home was sold in 2015 and converted into a single family home with 3 bedrooms and 3 bathrooms. There is a studio of 192 sq ft with 1 bedroom and 1 half bath as well. The main home includes 2304 sq ft and was built in 1960. The values above for the petitioner is based on residential and the assessor's is based on commercial. The subject was inspected in December 2018 and the property was determined to be a residential property.

Action :

The subject has been valued based on a residential property type. Therefore the property was revalued based on residential properties in the area. The assessment rate was revised to 7.2%. The "Valuation Reduction" below is shown as "n/a" due to the property being revalued as a residential property verses a commercial property. Two different scope of works.

Recommendation :

It is recommended that the value for the years of 2017-2018 be revised to reflect a residential value to the \$380,000 as indicated below. This will result in a refund to the tax payer in the amount shown in the lower right hand corner. The "Val. for A" below is based on a 7.2% residential assessment rate.

ASSESSOR'S RECOMMENDED ADJUSTMENT

Code	OCC	- VALUE REDUCTION		= VAL. RECOMMENDATION		TAX DOLLARS
		Actual Val.	Val for A.	Actual Val.	Val for A.	- Adjustment
Res	100	L: n/a	n/a	L: \$103,879	\$7,480	\$2,853.67
		I: n/a	n/a	I: \$258,121	\$18,580	= Adjusted Tax
TOTALS :		n/a	n/a	\$362,000	\$26,060	\$2,813.73

Appraiser

Date

Eric Norberg

10/25/2019

County: Adams

RECEIVED 1/19/11
(Use Assessor's or Commissioners' Date Stamp)

JUN 18 2019

Date: 06 18 2019
Month Day Year

OFFICE OF THE
S COUNTY ASSESSOR

Petitioner's Name: Daniel H. Adams **ADAMS COUNTY ASSESSOR**

Petitioner's Mailing Address: 2410 W 56th Ave
Denver CO 80221
City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S)

PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY

R 01046000

Westmoorland Resubd
PLOT 1 DESC: LOT 1 +
LOT 2

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) 2017 and 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.)

Property was converted to Residential In July 2016
Was Assessed and charged / Paid as Commercial Use (completed)

Petitioner's estimate of value: \$ 362,000 (2017) and \$ 362,060 (2018)

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 (303) 909-2628

By _____
Agent's Signature

Daytime Phone Number () _____

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

email: danie.hci@gmail.com

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 _____		
	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>	<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)(b)(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

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) 2017 & 2018 Actual Value(s))

1. The property subject to this Stipulation is:
Schedule No. (S): R0121424 Parcel NO.(S) 0171905402017
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) 2017 & 2018 :

Land	\$400,000
Improvements	\$935,783
Total	\$1,335,783
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) 2017 & 2018 :

Land	\$400,000
Improvements	\$640,000
Total	\$1,040,000
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) 2017 & 2018 .

DATED this: October 24, 2019



Petitioner's Representative
BRIGGS JEFFREY K AND
BRIGGS ANDREA S

Gregory J. Broderick

Assessor Representative
Adams County Assessor's Office

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: 2019.10.24 12:59:28 -0500

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

Account No : R0121424 Parcel No : 01719-05-4-02-017
 Petition Year : 2018 Date Filed : 5/28/19
 Owner Entity : Briggs, Jeffrey & /
 Owner Address : 2708 W 115th Dr
 Owner City : Westminster State : CO
 Property Location : 2708 W 115th Drive Westmister, CO 80234

TYPE	OCC CODE	PETITIONER'S REQUESTED VALUES		ASSESSOR'S ASSIGNED VALUES		TAX WARRANT	
		Actual Value	Value for A.	Actual Value	Value for A.		
REAL		L:		L:	\$400,000	A. Ratio	7.20%
		I:		I:	\$935,783	Mill Levy	110.257
TOTALS :			\$0		\$1,335,783	Tax	\$10,604.52

Tax Exempt Portion
0%

Petitioner's Statement :

Assessor's Report

Situation :

Action :

Recommendation :

Upon further review, the market supports the subject's value.

ASSESSOR'S RECOMMENDED ADJUSTMENT

TYPE	OCC CODE	- VALUE REDUCTION		= VAL. RECOMMENDATION		TAX DOLLARS
		Actual Val.	Val for A.	Actual Val.	Val for A.	- Adjustment
REAL	0	L: \$0	\$0	L: \$400,000	\$28,800	\$2,348.48
		I: \$295,783	\$21,300	I: \$640,000	\$46,080	= Adjusted Tax
TOTALS :		\$295,783	\$21,300	\$1,040,000	\$74,880	\$8,256.04

Tax Exempt Portion
0%

 8/15/2019
 Appraiser Date
 Certified General Appraiser

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

Account No : R0121424 Parcel No : 01719-05-4-02-017
 Petition Year : 2017 Date Filed : 5/28/19
 Owner Entity : Briggs, Jeffrey & /
 Owner Address : 2708 W 115th Dr
 Owner City : Westminster State : CO
 Property Location : 2708 W 115th Drive Westmister, CO 80234

TYPE	OCC CODE	PETITIONER'S REQUESTED VALUES		ASSESSOR'S ASSIGNED VALUES		TAX WARRANT	
		Actual Value	Value for A.	Actual Value	Value for A.		
REAL		L:		L: \$400,000	\$28,800	A. Ratio	7.20%
		I:		I: \$935,783	\$67,380	Mill Levy	99.474
TOTALS :			\$0	\$0	\$1,335,783	\$96,180	Tax \$9,567.41

Tax Exempt Portion
0%

Petitioner's Statement :

Assessor's Report

Situation :

Action :

Recommendation :

Upon further review, the market supports the subject's value.

ASSESSOR'S RECOMMENDED ADJUSTMENT

TYPE	OCC CODE	- VALUE REDUCTION		= VAL. RECOMMENDATION		TAX DOLLARS
		Actual Val.	Val for A.	Actual Val.	Val for A.	- Adjustment
REAL	0	L: \$0	\$0	L: \$400,000	\$28,800	\$2,118.80
		I: \$295,783	\$21,300	I: \$640,000	\$46,080	= Adjusted Tax
TOTALS :		\$295,783	\$21,300	\$1,040,000	\$74,880	\$7,448.61

Tax Exempt Portion
0%

 8/15/2019
 Appraiser Date

Certified General Appraiser

COPY

PETITION FOR ABATEMENT OR REFUND OF TAXES

RECEIVED

County: Adams

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

MAY 28 2019

Section I: Petitioner, please complete Section I only.

Date: 5 28 2019
Month Day Year

Petitioner's Name: Jeffrey K and Andrea Briggs

Petitioner's Mailing Address: 2708 W. 115th Drive
Westminster, CO 80234
City or Town State Zip Code

OFFICE OF THE
ADAMS COUNTY ASSESSOR

SCHEDULE OR PARCEL NUMBER(S)

R6121424

PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY

2708 W. 115th Drive
Westminster, CO 80234

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) 2017 and 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.)

Petitioner's estimate of value:

\$ 995,000 (2017) and \$ 995,000 (2018)
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.

Andrea Briggs
Petitioner's Signature

Daytime Phone Number 713 294 1234

Email jkphone@gmail.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 § 39-10-114(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>2017</u>			Tax Year <u>2018</u>		
	Actual	Assessed	Tax	Actual	Assessed	Tax
Original	<u>1335,783</u>	<u>96,176.38</u>	<u>9,567.41</u>	<u>1335,783</u>	<u>96,176.38</u>	<u>19,604.52</u>
Corrected	<u>1,040,000</u>	<u>74,880</u>	<u>7,448.61</u>	<u>1,040,000</u>	<u>74,880</u>	<u>8,256.04</u>
Abate/Refund	<u>295,783</u>	<u>21,296.38</u>	<u>2,118.80</u>	<u>295,783</u>	<u>21,296.38</u>	<u>2,348.48</u>

☐ 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):

CJG

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 _____			Tax Year _____		
	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>	<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 _____

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 _____

**2803 W 115th Dr
Westminster, CO 80234**

County: **Adams**
Locale: **Ranch Reserve**



MLS#: **8145364** Status: **Sold**
List Date: **06/26/15** List Price: **\$679,843**
Sold Date: **09/25/15** Sold Price: **\$659,000**
Concessions: **\$1,266, Buyer Closing Costs/Seller Points Paid**
Sold Term: **Conventional**
Under Contract Date: **08/13/15**
Status Conditions: **None Known** Original Price: **\$699,843**
Has HOA: **Yes** Taxes: **\$4,447 (2014)**
Financial Terms: **Cash, Conventional,**
Legal Desc: **SUB:RANCH RESERVE THE BLK:1 LOT:26**

Type: **Detached Single Family** Style: **2 Story**
Architecture: **2004** Builder Name:
Year Built: **2004** Model:
Time of Completion: Construct Details:
Heat Fuel: **Gas**
Heat Type: **Forced Air**
Cooling: **Air Conditioning-Central, Ceiling Fan**
Other HVAC: **Humidifier**
HVAC Detail:
Construction: **Brick**
Exterior: **Other**
Roofing: **Concrete Tile**

List Office Name: **Keller Williams Preferred Realty**

Total Beds:	4	Upper Sqft:	1,475	PSF Above Grade:	\$217.13
Total Baths:	4	Main Sqft:	1,560	PSF Total:	\$143.42
Full Baths:	2	Lower Sqft:		PSF Finished:	\$217.13
3/4 Baths:	1	Above Grade:	3,035	PSF Finished All:	\$217.13
Half Baths:	1	Basement Sqft:	1,560	Bsmt Ceiling Height:	
1/4 Baths:	0	Total Sqft:	4,595	Bsmt Type:	Full, Cellar
Rough-In:	No	Finished Sqft:	3,035	Subfloor/Foundation Type:	
		Other Finished Sqft:		Bsmt Finished:	No
		Other Finished Sqft Desc:		% Fully Finished:	
		Measurement From:	County Records		

Date Measured:

School District: **Adams 12 5 Star Schl** Jr High/Middle: **Silver Hills**
Elementary: **Cotton Creek** Sr High: **Mountain Range**
School of Choice:

Appliances: **Cook Top, Dishwasher, Disposal, Double Oven, Microwave Oven, Refrigerator (Kitchen), Self-Cleaning Oven**
Flooring: **Carpet, Wood**
Interior Features: **Double Pane Windows, Eating Space / Kitchen, Five Piece Bath, Internet Access (Wired), Jack & Jill Bath, Jet Action Tub, Kitchen Island, Security System, Smoke Free, Vaulted Ceiling, Walk-in Closets, Window Coverings**

Countertop Type:
Smart Home Features:
Laundry:
Fireplaces: **1, Location(s): Family Room, Type(s): Gas/Gas Logs**
Exclusions: **Washer and Dryer**

	<u>Beds</u>	<u>Baths</u>	<u>Room Type</u>	<u>Dimensions</u>	<u>Level</u>	<u>Description</u>
Upper	4	3	Bathroom (3/4)		Upper	
Main	0	1	Bathroom (Full)		Upper	
Lower	0	0	Bathroom (Full)		Upper	
Bsmt	0	0	Bedroom		Upper	
			Bedroom		Upper	
			Bedroom		Upper	
			Master Bedroom		Upper	
			Bathroom (1/2)		Main	

Lot Size: **12,849** Walk Score: **20**
Acres: **0.30** Faces:
Incorporated: Zoning: **SFR** Electricity:
Water Source: **Public** Electricity Service:
Sewer: **Public** Primary Road: **Paved Road**
Gas:
Gas Type:

Other Available Utilities:
Rights:
Site Features: **Corner Lot, Cul-de-Sac, Golf Community**
Site Topography:
Vegetation:
Exterior Features: **Fence, Patio, Professional Landscaping, Sprinkler System, Yard**
Views:
Rentals Allowed:
Reports Available:
Distance To: **Bus** **Light Rail** **Other**

Parking & Vehicle Information

Total Spaces: **3** Amps Available: Features: **Floor Coating, Natural Light**

<u>Type</u>	<u># Spaces</u>	<u>Dimensions</u>	<u>Features</u>
Garage (Attached)	3		

Green Features & Certifications

Solar PV: Addendum Uploaded: **No**
Well Type: Permitted Well Uses:

Residential Residential Client Full

**11387 ELIOT Ct
Westminster, CO 80234**

County: **Adams**
Locale: **Ranch Reserve**



MLS#: **1232400**
List Date: **09/18/13**
Sold Date: **01/12/15**
Concessions: **\$0, None**
Sold Term: **Cash**
Under Contract Date: **11/20/14**
Status Conditions: **None Known**
Has HOA: **Yes**
Financial Terms: **Cash, Conventional, VA,**
Legal Desc: **SUB:RANCH RESERVE II SUBDIVISION BLK:1 LOT:14**

Status: **Sold**
List Price: **\$899,000**
Sold Price: **\$899,000**

Original Price: **\$1,150,000**
Taxes: **\$7,454**

Type: **Detached Single Family**
Architecture: **Mountain Contemporary**
Style: **Ranch/1 Story**
Builder Name: **Custom, Custom**
Year Built: **2005**
Time of Completion: **Model:**
Heat Fuel: **Gas**
Heat Type: **Forced Air**
Cooling: **Air Conditioning-Central, Ceiling Fan**
Other HVAC: **Humidifier**
HVAC Detail: **Construct Details:**
Construction: **Rock, Stucco**
Exterior: **Concrete Tile**
Roofing: **COLDWELL BANKER RESIDENTIAL 56**

Total Beds:	4	Upper Sqft:		PSF Above Grade:	\$311.18
Total Baths:	4	Main Sqft:	2,889	PSF Total:	\$155.59
Full Baths:	3	Lower Sqft:		PSF Finished:	\$183.88
3/4 Baths:	0	Above Grade:	2,889	PSF Finished All:	\$183.88
Half Baths:	1	Basement Sqft:	2,889	Bsmt Ceiling Height:	
1/4 Baths:	0	Total Sqft:	5,778	Bsmt Type:	Full, Walk-Out
Rough-In:	No	Finished Sqft:	4,889	Subfloor/Foundation Type:	
		Other Finished Sqft:		Bsmt Finished:	Yes
		Other Finished Sqft Desc:		% Fully Finished:	80%
		Measurement From:	County Records		
				Date Measured:	

School District: **Adams 12 5 Star Schl**
Elementary: **Cotton Creek**
School of Choice: **Jr High/Middle: Silver Hills
Sr High: Mountain Range**

Appliances: **Cook Top, Dishwasher, Disposal, Double Oven, Dryer, Microwave Oven, Refrigerator (Kitchen), Self-Cleaning Oven, Smoke Alarm**
Flooring: **Carpet, Tile Floor**
Interior Features: **Double Pane Windows, Eating Space / Kitchen, Five Piece Bath, Internet Access (Wired), Jet Action Tub, Kitchen Island, Security System, Smoke Free**
Countertop Type: **Smart Home Features:**
Laundry: **2, Location(s): Bedroom, Family Room**
Fireplaces: **NONE**
Exclusions: **NONE**

	<u>Beds</u>	<u>Baths</u>	<u>Room Type</u>	<u>Dimensions</u>	<u>Level</u>	<u>Description</u>
Upper	0	0	Family Room	20 x 18	Main	
Main	1	0	Laundry		Main	
Lower	0	0	Master Bedroom	18 x 18	Main	Second Master Bedroom available
Bsmt	0	0	Study/Den	13 x 12	Main	
			Bathroom (1/2)			
			Bathroom (Full)			
			Bathroom (Full)			
			Bathroom (Full)			
			Bedroom			
			Bedroom			
			Bedroom			
			Dining Room	15 x 13		
			Great Room			
			Kitchen	23 x 18		

Lot Size: **13,966**
Acres: **0.32**
Incorporated: **Yes**
Water Source: **Public**
Sewer: **Public**
Gas: **Public**
Gas Type: **Other Available Utilities:**
Rights: **Adjacent to Greenbelt, Golf Community**
Site Features: **Fence, Gas Grill, Patio, Sprinkler System**
Site Topography: **Views:**
Vegetation: **Rentals Allowed:**
Exterior Features: **Reports Available:**
Views: **Distance To:**

Walk Score: **19**
Faces: **East**
Zoning: **PUD**

Electricity: **Electricity Service:**
Primary Road: **Other**

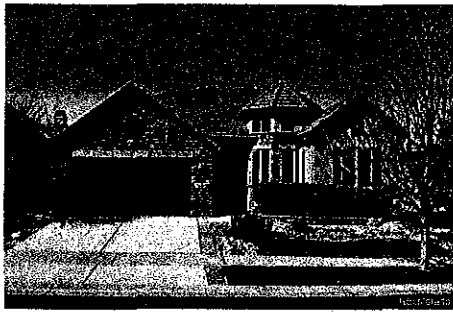
Bus

Light Rail

Other

**11243 Decatur Cir
Westminster, CO 80234**

County: **Adams**
Locale: **Tuscany Villas At Ranch Reserve**



MLS#: **4916178** Status: **Sold**
List Date: **04/08/15** List Price: **\$819,900**
Sold Date: **06/30/15** Sold Price: **\$825,000**
Concessions: **\$0, None**
Sold Term: **Cash**
Under Contract Date: **06/02/15**
Status Conditions: **None Known** Original Price: **\$819,900**
Has HOA: **Yes** Taxes: **\$5,019 (2014)**
Financial Terms: **Cash, Conventional,**
Legal Desc: **SUB:TUSCANY VILLAS SUBD BLK:2 LOT:6**

Type: **Detached Single Family** Style: **Ranch/1 Story**
Architecture: **2003** Builder Name:
Year Built: **2003** Model:
Time of Completion: Construct Details:
Heat Fuel: **Gas**
Heat Type: **Forced Air**
Cooling: **Air Conditioning-Central**
Other HVAC:
HVAC Detail:
Construction: **Frame**
Exterior: **Rock, Stucco**
Roofing: **Concrete Tile**
List Office Name: **TRILOGY REAL ESTATE**

Total Beds:	4	Upper Sqft:		PSF Above Grade:	\$341.61
Total Baths:	3	Main Sqft:	2,415	PSF Total:	\$170.81
Full Baths:	1	Lower Sqft:		PSF Finished:	\$205.27
3/4 Baths:	2	Above Grade:	2,415	PSF Finished All:	\$205.27
Half Baths:	0	Basement Sqft:	2,415	Bsmt Ceiling Height:	
1/4 Baths:	0	Total Sqft:	4,830	Bsmt Type:	Full, Walk-Out
Rough-In:	No	Finished Sqft:	4,019	Subfloor/Foundation Type:	
		Other Finished Sqft:		Bsmt Finished:	Yes
		Other Finished Sqft Desc:		% Fully Finished:	85%
		Measurement From:	County Records		
				Date Measured:	2015-04-07

School District: **Adams 12 5 Star Schl** Jr High/Middle: **Silver Hills**
Elementary: **Cotton Creek** Sr High: **Mountain Range**
School of Choice:

Appliances: **Central Vacuum, Dishwasher, Disposal, Double Oven, Microwave Oven, Refrigerator (Kitchen), Self-Cleaning Oven, Smoke Alarm, Stove/Range/Oven, Wine Cooler**
Flooring: **Carpet, Natural Stone, Tile Floor, Wood**
Interior Features: **Cable Available, Double Pane Windows, Eating Space / Kitchen, Five Piece Bath, Internet Access (Wired), Jack & Jill Bath, Jet Action Tub, Kitchen Island, Master Bath, Master Suite, Open Floor Plan, Smoke Free, Vaulted Ceiling, Walk-in Closets, Wet Bar**
Countertop Type:
Smart Home Features:
Laundry:
Fireplaces: **2, Location(s): Family Room, Great Room, Type(s): Gas/Gas Logs**
Exclusions: **Wine racks in wine cellar.**

	<u>Beds</u>	<u>Baths</u>	<u>Room Type</u>	<u>Dimensions</u>	<u>Level</u>	<u>Description</u>
Upper	0	0	Bathroom (3/4)		Main	Main floor bath with Travertine shower, floor and vanity
Main	2	1	Bedroom	13 x 13	Main	Private second bedroom on the main level with easy access to the three-quarter bath
Lower	0	0	Dining Room	14 x 14	Main	Formal dining room in addition to kitchen nook and island seating, Custom light fixture
Bsmt	2	1	Great Room	20 x 22	Main	High ceilings, gas fireplace, open to kitchen, nook and dining room, gorgeous mountain views and open space views
			Kitchen	26 x 27	Main	A cook's kitchen with 8-burner stove (griddle and grill in addition to 4 burners), Built-in Miele coffee machine, Huge pantry, Cherry cabinets with custom details
			Laundry		Main	Conveniently located next to garage access and kitchen, functional utility sink and cabinets
			Master Bedroom	16 x 18	Main	Generous master suite boasting access to back deck and sitting area with a bay window overlooking the open space and mountain views; see home description for master bath features
			Study/Den	12 x 14	Main	Soaring vaulted ceilings with ambience lighting and ceiling fan, Double doors with privacy glass
			Bathroom (3/4)		Basement	Jack-and-Jill bath with elegant tile details
			Bedroom		Basement	Extra basement bedroom shares Jack-and-Jill bath
			Bedroom		Basement	Lovely extra bedroom with bench seating and storage, walk-in closet, and access to the Jack-and-Jill bath
			Flex Space		Basement	Double doors open to a large room perfect for exercise equipment, crafts, or a secondary office
			Media Room		Basement	Fully wired family/media room in the walk-out basement boasts open space and mountain (l) views, fireplace, and easy access to wet bar with dishwasher, wine refrigerator and wine cellar. Beautiful cabinetry and custom lighting on staircase as well
			Bathroom (Full)			

**11245 Clay Ct
Denver, CO 80234**

County: **Adams**
Locale: **Ranch Reserve**



MLS#: **7140898**
List Date: **07/13/15**
Sold Date: **01/15/16**
Concessions: **\$0, None**
Sold Term: **Conventional**
Under Contract Date: **10/05/15**
Status Conditions: **None Known**
Has HOA: **Yes**
Financial Terms: **Conventional**
Legal Desc: **SUB:RANCH RESERVE II SUBDIVISION BLK:4 LOT:9**

Status: **Sold**
List Price: **\$830,000**
Sold Price: **\$810,000**
Original Price: **\$895,000**
Taxes: **\$6,272 (2014)**

Type: **Detached Single Family**
Architecture: **Style: 2 Story**
Year Built: **2006**
Time of Completion: **Builder Name:**
Heat Fuel: **Gas**
Heat Type: **Forced Air**
Cooling: **Air Conditioning-Central, Ceiling Fan**
Other HVAC: **Model:**
HVAC Detail: **Construct Details:**
Construction: **Block**
Exterior: **Rock, Stucco**
Roofing: **Cement Shake**
List Office Name: **William Johnson**

Total Beds:	5	Upper Sqft:		PSF Above Grade:	\$245.01
Total Baths:	5	Main Sqft:		PSF Total:	\$148.19
Full Baths:	4	Lower Sqft:		PSF Finished:	\$152.66
3/4 Baths:	0	Above Grade:	3,306	PSF Finished All:	\$152.66
Half Baths:	1	Basement Sqft:	2,160	Bsmt Ceiling Height:	
1/4 Baths:	0	Total Sqft:	5,466	Bsmt Type:	Full
Rough-in:	No	Finished Sqft:	5,306	Subfloor/Foundation Type:	
		Other Finished SqFt:		Bsmt Finished:	No
		Other Finished SqFt Desc:		% Fully Finished:	80%
		Measurement From:			

Date Measured:

School District: **Adams 12 5 Star Schl**
Elementary: **Cotton Creek**
School of Choice: **Jr High/Middle: Silver Hills
Sr High: Mountain Range**

Appliances: **Cook Top, Dishwasher, Disposal, Double Oven, Dryer, Microwave Oven, Refrigerator (Kitchen), Self-Cleaning Oven, Stove/Range/Oven, Washer**
Flooring: **Tile Floor, Wood**
Interior Features: **Eating Space / Kitchen, Five Piece Bath, Jack & Jill Bath, Kitchen Island, Master Bath, Master Suite, Walk-in Closets, Wet Bar, Window Coverings**
Countertop Type:
Smart Home Features:
Laundry:
Fireplaces: **2, Location(s): Family Room, Living Room**
Exclusions: **None**

	<u>Beds</u>	<u>Baths</u>	<u>Room Type</u>	<u>Dimensions</u>	<u>Level</u>	<u>Description</u>
Upper	5	3	Bathroom (Full)		Upper	
Main	0	2	Bathroom (Full)		Upper	
Lower	0	0	Bathroom (Full)		Upper	
Bsmt	0	0	Bedroom		Upper	
			Bedroom		Upper	
			Bedroom		Upper	
			Bedroom		Upper	
			Master Bedroom		Upper	
			Bathroom (1/2)		Upper	
			Bathroom (Full)		Main	
					Main	

Lot Size: **10,592**
Acres: **0.24**
Incorporated:
Water Source: **Public**
Sewer: **Public**
Gas:
Gas Type:
Other Available Utilities:
Rights:
Site Features: **Cul-de-Sac, Golf Community**
Site Topography:
Vegetation:
Exterior Features: **Deck**
Views: **Mountain View**
Rentals Allowed:
Reports Available:
Distance To: **Bus**
Walk Score: 26
Faces:
Zoning: **res**
Electricity:
Electricity Service:
Primary Road: **Paved Road**

Light Rail
Other
Parking & Vehicle Information

Total Spaces: **3**
Amps Available:
Features:
Type: **Garage (Attached)**
Spaces: **3**
Dimensions:
Features:
Green Features & Certifications

**11327 Ranch Reserve Pkwy
Westminster, CO 80234**

County: **Adams**
Locale: **Ranch Reserve**



MLS#: **5457697** Status: **Sold**
List Date: **07/15/15** List Price: **\$839,000**
Sold Date: **09/04/15** Sold Price: **\$805,000**
Concessions: **\$0, None**
Sold Term: **Conventional**
Under Contract Date: **08/16/15**
Status Conditions: **None Known** Original Price: **\$839,000**
Has HOA: **No** Taxes: **\$5,449 (2014)**
Financial Terms: **Cash, Conventional, FHA, VA,**
Legal Desc: **SUB:RANCH RESERVE II SUBDIVISION BLK:3 LOT:2**

Type: **Detached Single Family** Style: **2 Story**
Architecture: **Traditional** Builder Name:
Year Built: **2002** Model:
Time of Completion: Construct Details:
Heat Fuel: **Gas**
Heat Type: **Forced Air**
Cooling: **Air Conditioning-Central**
Other HVAC:
HVAC Detail: **New AC unit 8/13**
Construction: **Block, Brick**
Exterior: **Brick, Stucco**
Roofing: **Concrete Tile**

List Office Name: **TEAM HERNANDEZ REAL ESTATE**

Total Beds:	4	Upper Sqft:	883	PSF Above Grade:	\$247.31
Total Baths:	5	Main Sqft:	2,372	PSF Total:	\$143.06
Full Baths:	4	Lower Sqft:		PSF Finished:	\$143.06
3/4 Baths:	0	Above Grade:	3,255	PSF Finished All:	\$143.06
Half Baths:	1	Basement Sqft:	2,372	Bsmt Ceiling Height:	10
1/4 Baths:	0	Total Sqft:	5,627	Bsmt Type:	Full
Rough-in:	No	Finished Sqft:	5,627	Subfloor/Foundation Type:	Structural
		Other Finished Sqft:		Bsmt Finished:	Yes
		Other Finished Sqft Desc:		% Fully Finished:	100%
		Measurement From:	County Records		

Date Measured:

School District: **Adams 12 5 Star Schl** Jr High/Middle: **Silver Hills**
Elementary: **Cotton Creek** Sr High: **Mountain Range**
School of Choice:

Appliances: **Cook Top, Dishwasher, Disposal, Double Oven, Freezer, Microwave Oven, Refrigerator (Kitchen), Refrigerator (Other), Smoke Alarm, Sump Pump**
Flooring: **Carpet, Wood**
Interior Features: **Double Pane Windows, Eating Space / Kitchen, Five Piece Bath, Internet Access (Wired), Jack & Jill Bath, Kitchen Island, Master Suite, Open Floor Plan, Smoke Free, Speakers, Built-in, Updated, Vaulted Ceiling, Walk-In Closets, Wet Bar, Window Coverings**
Countertop Type:
Smart Home Features:
Laundry:
Fireplaces: **1, Location(s): Dining Room, Type(s): Gas/Gas Logs**
Exclusions: **Sellers personal property**

	<u>Beds</u>	<u>Baths</u>	<u>Room Type</u>	<u>Dimensions</u>	<u>Level</u>	<u>Description</u>
Upper	3	2	Bathroom (Full)		Upper	
Main	1	2	Bathroom (Full)		Upper	
Lower	0	0	Bedroom		Upper	
Bsmt	0	1	Bedroom		Upper	
			Bedroom		Upper	
			Bathroom (1/2)		Main	
			Bathroom (Full)		Main	
			Laundry		Main	
			Master Bedroom		Main	
			Study/Den		Main	
			Bathroom (Full)		Basement	
			Exercise Room		Basement	
			Media Room		Basement	
			Rec/Bonus Room		Basement	

Lot Size: **16,658** Walk Score: **25** Electricity:
Acres: **0.38** Faces: **East** Electricity Service:
Incorporated: **Yes** Zoning: **res** Primary Road:
Water Source: **Public**
Sewer: **Public**
Gas:
Gas Type:
Other Available Utilities:
Rights:
Site Features: **Adjacent to Greenbelt, Adjacent to Open Space, Golf Community**
Site Topography:
Vegetation:
Exterior Features: **Deck, Fence, Garden Area**
Views: **Mountain View, River/Lake View**
Rentals Allowed:
Reports Available:
Distance To: **Bus** **Light Rail** **Other**

Horse Property Information

Horse Property: **No** Other Livestock: Horse Property Features:

**11243 Decatur Cir
Westminster, CO 80234**

County:
Locale:

**Adams
Tuscany Villas At Ranch Reserve**



MLS#: **2347054** Status: **Sold**
List Date: **08/12/15** List Price: **\$796,000**
Sold Date: **01/14/16** Sold Price: **\$779,000**
Concessions: **\$0, None**
Sold Term: **Conventional**
Under Contract Date: **12/14/15**
Status Conditions: **None Known** Original Price: **\$825,000**
Has HOA: **Yes** Taxes: **\$5,019 (2014)**
Financial Terms: **Cash, Conventional,**
Legal Desc: **SUB:TUSCANY VILLAS SUBD BLK:2 LOT:6**

Type: **Detached Single Family** Style: **Ranch/1 Story**
Architecture: **2003** Builder Name:
Year Built: **2003** Model:
Time of Completion: Construct Details:
Heat Fuel: **Gas**
Heat Type: **Forced Air**
Cooling: **Air Conditioning-Central**
Other HVAC:
HVAC Detail:
Construction: **Frame**
Exterior: **Rock, Stucco**
Roofing: **Concrete Tile**
List Office Name: **SANNINO FORE LLC**

Total Beds:	4	Upper Sqft:		PSF Above Grade:	\$322.57
Total Baths:	3	Main Sqft:	2,415	PSF Total:	\$161.28
Full Baths:	1	Lower Sqft:		PSF Finished:	\$193.83
3/4 Baths:	2	Above Grade:	2,415	PSF Finished All:	\$193.83
Half Baths:	0	Basement Sqft:	2,415	Bsmt Ceiling Height:	
1/4 Baths:	0	Total Sqft:	4,830	Bsmt Type:	Full, Walk-Out
Rough-in:	No	Finished Sqft:	4,019	Subfloor/Foundation Type:	
		Other Finished Sqft:		Bsmt Finished:	Yes
		Other Finished Sqft Desc:		% Fully Finished:	85%
		Measurement From:			
				Date Measured:	

School District: **Adams 12 5 Star Schl** Jr High/Middle: **Silver Hills**
Elementary: **Cotton Creek** Sr High: **Mountain Range**
School of Choice:

Appliances: **Central Vacuum, Dishwasher, Disposal, Double Oven, Microwave Oven, Refrigerator (Kitchen), Self-Cleaning Oven, Smoke Alarm, Stove/Range/Oven, Wine Cooler**
Flooring: **Carpet, Natural Stone, Tile Floor, Wood**
Interior Features: **Cable Available, Double Pane Windows, Eating Space / Kitchen, Five Piece Bath, Internet Access (Wired), Jack & Jill Bath, Jet Action Tub, Kitchen Island, Master Bath, Master Suite, Open Floor Plan, Smoke Free, Vaulted Ceiling, Walk-In Closets, Wet Bar**
Countertop Type:
Smart Home Features:
Laundry:
Fireplaces:
Exclusions: **2, Location(s): Family Room, Great Room, Type(s): Gas/Gas Logs**
None

	<u>Beds</u>	<u>Baths</u>	<u>Room Type</u>	<u>Dimensions</u>	<u>Level</u>	<u>Description</u>
Upper	0	0	Bathroom (3/4)		Main	Main floor bath with Travertine shower, floor, and vanity
Main	2	2	Bathroom (Full)		Main	
Lower	0	0	Bedroom	13 x 13	Main	Private second bedroom on the main level with easy access to the three-quarter bath
Bsmt	2	1	Dining Room	14 x 14	Main	Formal dining room in addition to kitchen nook and island seating, custom light fixture
			Great Room	20 x 22	Main	High ceilings, gas fireplace, open to kitchen, nook and dining room, gorgeous mountain views and open space views
			Kitchen	26 x 27	Main	A cook's kitchen with 8-burner stove (griddle and grill in addition to 4 burners), built-in Miele coffee machine, huge pantry, cherry cabinets with custom details
			Laundry		Main	Conveniently located next to garage access and kitchen, functional utility sink and cabinets
			Master Bedroom	16 x 18	Main	Generous master suite boasting access to back deck and sitting area with a bay window overlooking the open space and mountain views
			Study/Den	12 x 14	Main	Soaring vaulted ceilings with ambient lighting and ceiling fan, double doors with privacy glass
			Bathroom (3/4)		Basement	Jack-and-Jill bath with elegant tile details
			Bedroom		Basement	Extra basement bedroom shares Jack-and-Jill bath
			Bedroom		Basement	Lovely extra bedroom with bench seating and storage, walk-in closet, and access to the Jack-and-Jill bath
			Flex Space		Basement	Double doors open to a large room perfect for exercise equipment, crafts, or a secondary office
			Media Room		Basement	Fully wired family/media room in the walk-out basement boasts open space and mountain views, fireplace, and easy access to wet bar with dishwasher, wine refrigerator and wine cellar. Beautiful cabinetry and custom lighting on staircase as well

**2555 W 115th Dr
Westminster, CO 80234**

County: **Adams**
Locale: **Ranch Reserve**



MLS#: **2811596** Status: **Sold**
List Date: **08/25/14** List Price: **\$780,000**
Sold Date: **02/13/15** Sold Price: **\$770,000**
Concessions: **\$0, None**
Sold Term: **Conventional**
Under Contract Date: **01/14/15**
Status Conditions: **None Known** Original Price: **\$850,000**
Has HOA: **Yes** Taxes: **\$4,893 (2013)**
Financial Terms: **Cash, Conventional, FHA, VA,**
Legal Desc: **SUB:RANCH RESERVE THE BLK:2 LOT:6**

Type: **Detached Single Family** Style: **2 Story**
Architecture: **Contemporary** Builder Name:
Year Built: **2001** Model:
Time of Completion: Construct Details:
Heat Fuel: **Gas**
Heat Type: **Forced Air**
Cooling: **Air Conditioning-Central**
Other HVAC:
HVAC Detail:
Construction: **Frame**
Exterior: **Rock**
Roofing: **Concrete Tile**
List Office Name: **RE/MAX NORTHWEST INC**

Total Beds:	4	Upper Sqft:	780	PSF Above Grade:	\$245.93
Total Baths:	4	Main Sqft:	2,730	PSF Total:	\$123.40
Full Baths:	2	Lower Sqft:		PSF Finished:	\$219.37
3/4 Baths:	1	Above Grade:	3,131	PSF Finished All:	\$219.37
Half Baths:	1	Basement Sqft:	2,730	Bsmt Ceiling Height:	10
1/4 Baths:	0	Total Sqft:	6,240	Bsmt Type:	Full, Walk-Out
Rough-in:	No	Finished Sqft:	3,510	Subfloor/Foundation Type:	Structural
		Other Finished Sqft:		Bsmt Finished:	No
		Other Finished Sqft Desc:		% Fully Finished:	
		Measurement From:	Builder		

Date Measured:

School District: **Adams 12 5 Star Schl** Jr High/Middle: **Silver Hills**
Elementary: **Cotton Creek** Sr High: **Mountain Range**
School of Choice:

Appliances: **Cook Top, Dishwasher, Disposal, Double Oven, Refrigerator (Kitchen)**
Flooring: **Carpet, Tile Floor, Wood**
Interior Features: **Cable Available, Double Pane Windows, Eating Space / Kitchen, Five Piece Bath**
Countertop Type:
Smart Home Features:
Laundry:
Fireplaces: **2, Location(s): Family Room, Living Room, Master Bedroom, Type(s): Gas / Gas Logs**
Exclusions: **none**

	<u>Beds</u>	<u>Baths</u>	<u>Room Type</u>	<u>Dimensions</u>	<u>Level</u>	<u>Description</u>
Upper	2	0	Bedroom	11 x 13	Upper	w/Jack & Jill Bath
Main	2	0	Bedroom	11 x 13	Upper	w/Jack & Jill Bath
Lower	0	0	Loft		Upper	Study or Office
Bsmt	0	0	Bedroom	15 x 13	Main	Mini Master or Could Double as Office
			Dining Room	14 x 15	Main	Separate & Formal
			Great Room	19 x 24	Main	Private in Summer; View in Winter
			Kitchen	15 x 23	Main	Nice breakfast area
			Master Bedroom	15 x 20	Main	W/ Gas Fireplace
			Bathroom (1/2)			
			Bathroom (3/4)			
			Bathroom (Full)			
			Bathroom (Full)			

Lot Size: **12,541** Walk Score: **11** Electricity:
Acres: **0.29** Faces: Electricity Service:
Incorporated: Zoning: **RES** Primary Road:

Water Source: **Public**
Sewer:
Gas:
Gas Type:
Other Available Utilities:
Rights:
Site Features: **Golf Community**
Site Topography:
Vegetation:
Exterior Features: **Covered Deck, Deck**
Views: **Golf Course View**
Rentals Allowed:
Reports Available:
Distance To: **Bus** **Light Rail** **Other**

Parking & Vehicle Information

Total Spaces: **4** Amps Available: Features: **Floor Coating**
Type: **# Spaces** Dimensions: Features
Garage (Attached) **4** Garage spaces 4.5, Painted Floors
Green Features & Certifications

**2690 Ranch Reserve Ln
Westminster, CO 80234**

County:
Locale:

**Adams
Ranch Reserve**



MLS#: **5598424** Status: **Sold**
List Date: **02/05/16** List Price: **\$774,900**
Sold Date: **06/27/16** Sold Price: **\$760,000**
Concessions: **\$0, None**
Sold Term: **Conventional**
Under Contract Date: **03/12/16**
Status Conditions: **None Known** Original Price: **\$789,000**
Has HOA: **Yes** Taxes: **\$5,465 (2015)**
Financial Terms: **Cash, Conventional, FHA, VA,**
Legal Desc: **SUB:RANCH RESERVE II SUBDIVISION BLK:4 LOT:17**

Type: **Detached Single Family** Style: **2 Story**
Architecture: **Contemporary** Builder Name:
Year Built: **2003** Model:
Time of Completion: Construct Details:
Heat Fuel: **Gas**
Heat Type: **Forced Air**
Cooling: **Air Conditioning-Central**
Other HVAC:
HVAC Detail:
Construction: **Brick, Frame**
Exterior: **Brick**
Roofing: **Concrete Tile**
List Office Name: **Porchlight Real Estate Group**

Total Beds:	6	Upper Sqft:	1,103	PSF Above Grade:	\$219.65
Total Baths:	6	Main Sqft:	2,357	PSF Total:	\$130.65
Full Baths:	5	Lower Sqft:		PSF Finished:	\$141.26
3/4 Baths:	0	Above Grade:	3,460	PSF Finished All:	\$141.26
Half Baths:	1	Basement Sqft:	2,357	Bsmt Ceiling Height:	
1/4 Baths:	0	Total Sqft:	5,817	Bsmt Type:	Full, Garden Level
Rough-In:	No	Finished Sqft:	5,380	Subfloor/Foundation Type:	Structural
		Other Finished Sqft:		Bsmt Finished:	Yes
		Other Finished Sqft Desc:		% Fully Finished:	95%
		Measurement From:	County Records		

Date Measured: **2016-02-04**

School District: **Adams 12 5 Star Schl** Jr High/Middle: **Silver Hills**
Elementary: **Cotton Creek** Sr High: **Mountain Range**
School of Choice:

Appliances: **Cook Top, Dishwasher, Double Oven, Microwave Oven, Refrigerator (Kitchen), Smoke Alarm**
Flooring: **Carpet, Concrete, Wood**
Interior Features: **Cable Available, Double Pane Windows, Eating Space / Kitchen, Jack & Jill Bath, Kitchen Island, Master Bath, Master Suite, Open Floor Plan, Remodeled, Security System, Smoke Free, Updated, Vaulted Ceiling, Walk-in Closets, Wet Bar**

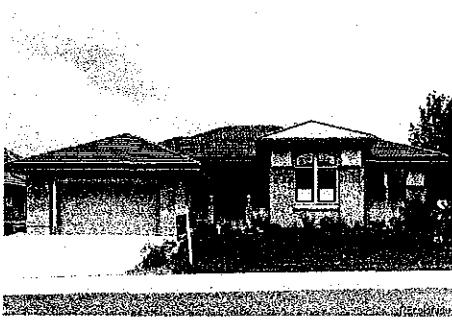
Countertop Type:
Smart Home Features:
Laundry:
Fireplaces: **1, Location(s): Great Room**
Exclusions: **Washer/Dryer; Wine Refrigerator in Basement, Refrigerator in Garage, Freezer in Basement, Garage Cabinets/Shelving not attached**

	<u>Beds</u>	<u>Baths</u>	<u>Room Type</u>	<u>Dimensions</u>	<u>Level</u>	<u>Description</u>
Upper	3	3	Bathroom (Full)		Upper	
Main	1	2	Bathroom (Full)		Upper	
Lower	0	0	Bathroom (Full)		Upper	
Bsmt	2	1	Bedroom	14 x 15	Upper	
			Bedroom	12 x 11	Upper	
			Bedroom	13 x 12	Upper	Private bath! HUGE walk-in closet!
			Bathroom (1/2)		Main	
			Bathroom (Full)		Main	
			Dining Room	14 x 12	Main	Just off the kitchen, with sweeping views of the open space
			Family Room	18 x 18	Main	Soaring ceilings! Grand two story room complete with custom tile fireplace
			Kitchen	14 x 12	Main	
			Living Room	14 x 13	Main	Could be used as office space, workout room, or truly an extra seating space
			Master Bedroom	15 x 18	Main	Main floor master! Great views of your backyard, with access to the deck. Large room, gorgeous master bath, and oversized walk-in closet.
			Bathroom (Full)		Basement	
			Bedroom	14 x 12	Basement	
			Bedroom	13 x 13	Basement	
			Exercise Room	14 x 16	Basement	Pool table area, rec room, many possibilities!
			Rec/Bonus Room	24 x 17	Basement	Set up for a movie theatre! Has full wet bar area. Wine room is right next door! Plenty of extra space for pool table, workout area, you name it! Entertainers paradise. Garden level.

Lot Size: **11,755** Walk Score: **22** Electricity:
Acres: **0.27** Faces: **East** Electricity Service:
Incorporated: Water Source: **Community** Zoning: **RES** Primary Road:
Sewer:
Gas:
Gas Type:

**2831 Ranch Reserve Ln
Westminster, CO 80234**

County: **Adams**
Locale: **Ranch Reserve**



MLS#: **9592064**
List Date: **01/31/15**
Sold Date: **09/21/15**
Concessions: **\$0, None**
Sold Term: **Conventional**
Under Contract Date: **08/17/15**
Status Conditions: **None Known**
Has HOA: **Yes**
Financial Terms: **Cash, Conventional**
Legal Desc: **SUB:RANCH RESERVE II SUBDIVISION BLK:1 LOT:7**

Status: **Sold**
List Price: **\$765,000**
Sold Price: **\$735,000**

Original Price: **\$799,000**
Taxes: **\$5,572 (2013)**

Type: **Detached Single Family**
Architecture: **2005**
Year Built: **2005**
Time of Completion: **Gas**
Heat Fuel: **Forced Air**
Heat Type: **Air Conditioning-Central, Ceiling Fan**
Cooling: **Brick, Frame**
Other HVAC: **Brick**
HVAC Detail: **Concrete Tile**
Construction: **Brick**
Exterior: **Concrete Tile**
Roofing: **Concrete Tile**

Style: **Ranch/1 Story**
Builder Name:
Model:
Construct Details:

List Office Name: **Keller Williams Preferred Realty**

Total Beds:	5	Upper Sqft:		PSF Above Grade:	\$313.43
Total Baths:	5	Main Sqft:		PSF Total:	\$158.37
Full Baths:	3	Lower Sqft:		PSF Finished:	\$158.37
3/4 Baths:	1	Above Grade:	2,345	PSF Finished All:	\$158.37
Half Baths:	1	Basement Sqft:	2,296	Bsmt Ceiling Height:	
1/4 Baths:	0	Total Sqft:	4,641	Bsmt Type:	Full, Walk-Out
Rough-In:	No	Finished Sqft:	4,641	Subfloor/Foundation Type:	
		Other Finished Sqft:		Bsmt Finished:	Yes
		Other Finished Sqft Desc:		% Fully Finished:	100%
		Measurement From:			

Date Measured:

School District: **Adams 12 5 Star Schl**
Elementary: **Cotton Creek**
School of Choice:

Jr High/Middle: **Silver Hills**
Sr High: **Mountain Range**

Appliances: **Convection Oven, Cook Top, Dishwasher, Disposal, Microwave Oven, Refrigerator (Kitchen), Refrigerator (Other), Self-Cleaning Oven, Smoke Alarm**
Flooring: **Carpet, Tile Floor, Wood**
Interior Features: **Cable Available, Double Pane Windows, Eating Space / Kitchen, Five Piece Bath, Internet Access (Wired), Jet Action Tub, Kitchen Island, Master Suite, Open Floor Plan, Pet Free, Smoke Free, Updated, Vaulted Ceiling, Walk-in Closets, Window Coverings**

Countertop Type:
Smart Home Features:
Laundry:
Fireplaces: **2, Location(s): Basement, Living Room**
Exclusions: **Washer/ Dryer main floor, Fridge in garage**

	<u>Beds</u>	<u>Baths</u>	<u>Room Type</u>	<u>Dimensions</u>	<u>Level</u>	<u>Description</u>
Upper	0	0	Bathroom (1/2)		Main	
Main	2	3	Bathroom (3/4)		Main	
Lower	0	0	Bathroom (Full)		Main	
Bsmt	3	2	Bedroom		Main	
			Master Bedroom		Main	
			Bathroom (Full)		Basement	
			Bathroom (Full)		Basement	
			Bedroom		Basement	
			Bedroom		Basement	
			Bedroom		Basement	

Lot Size: **9,482**
Acres: **0.22**
Incorporated:
Water Source: **Public**
Sewer:
Gas:
Gas Type:
Other Available Utilities:
Rights:
Site Features: **Golf Community, Near Public Transit**
Site Topography:
Vegetation:
Exterior Features: **Balcony, Covered Deck, Covered Patio, Deck, Patio, Professional Landscaping, Satellite Dish, Sprinkler System, Yard**
Views: **Mountain View**
Rentals Allowed:
Reports Available:
Distance To: **Bus**
Light Rail
Other

Walk Score: **22**
Faces:
Zoning: **RES**
Electricity:
Electricity Service:
Primary Road: **Paved Road**

Parking & Vehicle Information

Total Spaces: **2**
Amps Available:
Features: **220 Volts, Dry Walled**

<u>Type</u>	<u># Spaces</u>	<u>Dimensions</u>	<u>Features</u>
Garage (Attached)	2		

Green Features & Certifications

**2795 W 115th Dr
Westminster, CO 80234**

County: **Adams**
Locale: **Ranch Reserve**



MLS#: **5595006** Status: **Sold**
List Date: **11/08/14** List Price: **\$747,000**
Sold Date: **01/12/15** Sold Price: **\$729,500**
Concessions: **\$0, None**
Sold Term: **Conventional**
Under Contract Date: **11/16/14**
Status Conditions: **None Known** Original Price: **\$747,000**
Has HOA: **Yes** Taxes: **\$4,960 (2013)**
Financial Terms: **Cash, Conventional, VA,**
Legal Desc: **SUB: RANCH RESERVE THE, BLK: 2 LOT: 1**

Type: **Detached Single Family** Style: **2 Story**
Architecture: **2001** Builder Name:
Year Built: **2001** Model:
Time of Completion: **Electric** Construct Details:
Heat Fuel: **Forced Air**
Heat Type: **Air Conditioning-Central, Ceiling Fan**
Cooling: **Brick**
Other HVAC: **Stucco**
HVAC Detail: **Concrete Tile**
Construction:
Exterior:
Roofing:

List Office Name: **REAL LIVING CO REAL ESTATE**

Total Beds:	5	Upper Sqft:		PSF Above Grade:	\$295.82
Total Baths:	5	Main Sqft:	2,466	PSF Total:	\$135.82
Full Baths:	4	Lower Sqft:		PSF Finished:	\$135.82
3/4 Baths:	1	Above Grade:	2,466	PSF Finished All:	\$135.82
Half Baths:	0	Basement Sqft:	2,466	Bsmt Ceiling Height:	
1/4 Baths:	0	Total Sqft:	5,371	Bsmt Type:	Full, Walk-Out
Rough-in:	No	Finished Sqft:	5,371	Subfloor/Foundation Type:	
		Other Finished Sqft:		Bsmt Finished:	Yes
		Other Finished Sqft Desc:		% Fully Finished:	
		Measurement From:	County Records		

Date Measured:

School District: **Adams 12 5 Star Schl** Jr High/Middle: **Silver Hills**
Elementary: **Cotton Creek** Sr High: **Mountain Range**
School of Choice:

Appliances: **Dishwasher, Disposal, Refrigerator (Kitchen), Smoke Alarm, Wine Cooler**
Flooring: **Carpet, Wood**
Interior Features: **Cable Available, Eating Space / Kitchen, Five Piece Bath, Jack & Jill Bath, Open Floor Plan, Updated, Vaulted Ceiling, Walk-in Closets, Wet Bar**
Countertop Type:
Smart Home Features:
Laundry:
Fireplaces: **2, Location(s): Living Room, Master Bedroom, Type(s): Gas/Gas Logs**
Exclusions: **All personal property**

	<u>Beds</u>	<u>Baths</u>	<u>Room Type</u>	<u>Dimensions</u>	<u>Level</u>	<u>Description</u>
Upper	2	0	Bedroom		Upper	upper level with private bath
Main	1	1	Bedroom	14 x	Upper	upper level shares a jack and jill bath
Lower	0	0	Bathroom (Full)		Main	Full bath on the main level
Bsmt	0	0	Dining Room	15 x 14	Main	Tile flooring
			Great Room	20 x 20	Main	
			Kitchen	26 x 14	Main	Wood flooring
			Master Bedroom	22 x 18	Main	Main floor master
			Study/Den	14 x 12	Main	
			Rec/Bonus Room	20 x 40	Basement	
			Bathroom (3/4)			
			Bathroom (Full)			
			Bathroom (Full)			
			Bathroom (Full)			
			Bedroom			
			Bedroom			
			Laundry	10 x 8		Main floor laundry

Lot Size: **15,154** Walk Score: **14** Electricity:
Acres: **0.35** Faces: **South** Electricity Service:
Incorporated: Zoning: **Res** Primary Road: **Paved Road**
Water Source:
Sewer: **Public**
Gas:
Gas Type:
Other Available Utilities:
Rights:
Site Features: **Golf Community**
Site Topography:
Vegetation:
Exterior Features: **Deck, Patio, Sprinkler System, Yard**
Views: **Mountain View**
Rentals Allowed:
Reports Available:
Distance To: **Bus** **Light Rail** **Other**

Parking & Vehicle Information

**2830 W 114th Ct
Westminster, CO 80234**

County: **Adams**
Locale: **Ranch Reserve**



MLS#: **2849327**
List Date: **04/10/15**
Sold Date: **05/28/15**
Concessions: **\$0, None**
Sold Term: **Conventional**
Under Contract Date: **04/15/15**
Status Conditions: **None Known**
Has HOA: **Yes**
Financial Terms: **Cash, Conventional,**
Legal Desc: **SUB:RANCH RESERVE THE BLK:3 LOT:5**

Status: **Sold**
List Price: **\$697,500**
Sold Price: **\$697,500**
Original Price: **\$697,500**
Taxes: **\$4,056 (2014)**

Type: **Detached Single Family**
Architecture: **2003**
Year Built: **2003**
Time of Completion: **Electric, Gas**
Heat Fuel: **Forced Air**
Heat Type: **Air Conditioning-Central**
Cooling: **Frame**
Other HVAC: **Rock, Stucco**
HVAC Detail: **Concrete Tile**
Construction: **Concrete Tile**
Exterior: **Concrete Tile**
Roofing: **Concrete Tile**

List Office Name: **COLORADO LANDMARK REALTORS**

Total Beds:	4	Upper Sqft:		PSF Above Grade:	\$195.98
Total Baths:	4	Main Sqft:		PSF Total:	\$128.62
Full Baths:	3	Lower Sqft:		PSF Finished:	\$184.43
3/4 Baths:	0	Above Grade:	3,559	PSF Finished All:	\$184.43
Half Baths:	1	Basement Sqft:	1,864	Bsmt Ceiling Height:	
1/4 Baths:	0	Total Sqft:	5,423	Bsmt Type:	Full
Rough-In:	No	Finished Sqft:	3,782	Subfloor/Foundation Type:	
		Other Finished Sqft:		Bsmt Finished:	No
		Other Finished Sqft Desc:		% Fully Finished:	
		Measurement From:	Floor Plans		

Date Measured: **2015-04-07**

School District: **Adams 12 5 Star Schl**
Elementary: **Cotton Creek**
School of Choice: **Silver Hills Mountain Range**

Appliances: **Dishwasher, Double Oven, Microwave Oven, Refrigerator (Kitchen), Smoke Alarm, Stove/Range/Oven**
Flooring: **Carpet, Wood**

Interior Features:
Countertop Type:
Smart Home Features:
Laundry:
Fireplaces:
Exclusions:

**2, Location(s):
SELLERS PERSONAL POSSESSIONS**

	<u>Beds</u>	<u>Baths</u>	<u>Room Type</u>	<u>Dimensions</u>	<u>Level</u>	<u>Description</u>
Upper	4	0	Bedroom	11 x 13	Upper	
Main	0	0	Bedroom	11 x 12	Upper	
Lower	0	0	Bedroom	11 x 14	Upper	
Bsmt	0	0	Master Bedroom	18 x 17	Upper	
			Dining Room	13 x 17	Main	
			Great Room	19 x 17	Main	
			Kitchen	23 x 16	Main	
			Laundry	9 x 9	Main	
			Living Room	13 x 13	Main	
			Study/Den	10 x 13	Main	
			Bathroom (1/2)			
			Bathroom (Full)			
			Bathroom (Full)			
			Bathroom (Full)			

Lot Size: **12,532**
Acres: **0.29**
Incorporated: **Public**
Water Source:
Sewer:
Gas:
Gas Type:
Other Available Utilities:
Rights:
Site Features:
Site Topography:
Vegetation:
Exterior Features: **Patio, Sprinkler System**
Views:
Rentals Allowed:
Reports Available:
Distance To: **Bus**

Walk Score: **22**
Faces:
Zoning: **RES**

Electricity:
Electricity Service:
Primary Road:

Parking & Vehicle Information

Total Spaces: **3**
Amps Available:
Features:
Type: **# Spaces**
Dimensions: **Features**

**11539 Decatur St
Westminster, CO 80234**

County: **Adams**
Locale: **Ranch Reserve**



MLS#: **5366326** Status: **Sold**
List Date: **04/10/15** List Price: **\$697,000**
Sold Date: **07/21/15** Sold Price: **\$697,000**
Concessions: **\$6,888, Buyer Closing Costs/Seller Points Paid**
Sold Term: **Conventional**
Under Contract Date: **06/15/15**
Status Conditions: **None Known** Original Price: **\$724,900**
Has HOA: **Yes** Taxes: **\$4,629 (2014)**
Financial Terms: **Cash, Conventional,**
Legal Desc: **Sub: The Ranch Reserve Blk:1 Lot 21**

Type: **Detached Single Family** Style: **2 Story**
Architecture: **Traditional** Builder Name: **Duca**
Year Built: **2003** Model:
Time of Completion: Construct Details:
Heat Fuel: **Gas**
Heat Type: **Forced Air**
Cooling: **Air Conditioning-Central**
Other HVAC:
HVAC Detail:
Construction: **Brick**
Exterior: **Brick, Stucco**
Roofing: **Concrete Tile**
List Office Name: **RE/MAX PROFESSIONALS**

Total Beds:	3	Upper Sqft:	1,440	PSF Above Grade:	\$207.75
Total Baths:	3	Main Sqft:	1,915	PSF Total:	\$132.51
Full Baths:	1	Lower Sqft:		PSF Finished:	\$191.91
3/4 Baths:	1	Above Grade:	3,355	PSF Finished All:	\$191.91
Half Baths:	1	Basement Sqft:	1,905	Bsmt Ceiling Height:	9
1/4 Baths:	0	Total Sqft:	5,260	Bsmt Type:	Full
Rough-in:	Yes	Finished Sqft:	3,632	Subfloor/Foundation Type:	Structural
		Other Finished Sqft:		Bsmt Finished:	Yes
		Other Finished Sqft Desc:		% Fully Finished:	15%
		Measurement From:	Appraiser Measured		

Date Measured: **2015-04-02**

School District: **Adams 12 5 Star Schl** Jr High/Middle: **Silver Hills**
Elementary: **Cotton Creek** Sr High: **Mountain Range**
School of Choice:

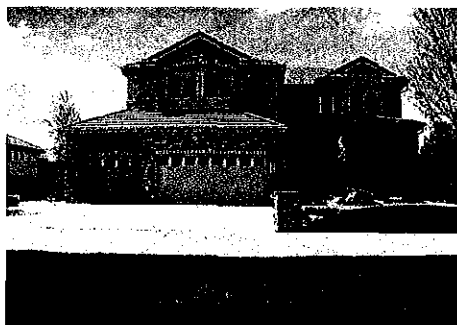
Appliances: **Convection Oven, Cook Top, Dishwasher, Disposal, Double Oven, Microwave Oven, Refrigerator (Kitchen), Self-Cleaning Oven, Smoke Alarm, Wine Cooler**
Flooring: **Carpet, Natural Stone, Tile Floor**
Interior Features: **Double Pane Windows, Eating Space / Kitchen, Five Piece Bath, Internet Access (Wired), Jet Action Tub, Kitchen Island, Master Bath, Master Suite, Security System, Smoke Free, Speakers, Built-In, Updated, Vaulted Ceiling, Walk-in Closets, Window Coverings**
Countertop Type:
Smart Home Features:
Laundry:
Fireplaces: **2, Location(s): Family Room, Kitchen, Living Room, Type(s): Gas/Gas Logs**
Exclusions: **Living room chandelier, washer, dryer, all yard ornaments including flower pots, statuary**

	<u>Beds</u>	<u>Baths</u>	<u>Room Type</u>	<u>Dimensions</u>	<u>Level</u>	<u>Description</u>
Upper	3	0	Bedroom	12.9 x 13	Upper	Carpeting, plantation shutters
Main	0	0	Bedroom	12 x 12.9	Upper	Carpeting, plantation shutters
Lower	0	0	Master Bedroom	24 x 13.5	Upper	Retreat area, carpet, plantation shutters, deck w/ mtn. views
Bsmt	0	0	Dining Room	12 x 14	Main	Custom ceiling treatment/paint, carpet, custom window treatments
			Family Room	17 x 16	Main	Plantation shutters, custom ceiling treatment/paint, built-ins, carpet, 2 sided fpl.
			Kitchen	13.3 x 18	Main	Slab granite, travertine floor, new Dacor cooktop, microwave & double ovens, stainless steel appliances, cherry cabinets, 2-sided fireplace
			Living Room	11.9 x 14	Main	Crown moulding, custom window treatments, fireplace, carpet
			Study/Den	12 x 13.3	Main	Wainscoting, crown moulding, plantation shutters, double door entry
			Study/Den	11.5 x 13.3	Basement	2nd study, plantation shutters
			Bathroom (1/2)			
			Bathroom (3/4)			
			Bathroom (Full)			

Lot Size: **14,035** Walk Score: **18** Electricity:
Acres: **0.32** Faces: **South** Electricity Service:
Incorporated: Zoning: **SFR** Primary Road: **Paved Road**
Water Source:
Sewer: **Public**
Gas:
Gas Type:
Other Available Utilities:
Rights:
Site Features: **Golf Community**
Site Topography:
Vegetation:
Exterior Features: **Balcony, Fence, Patio, Professional Landscaping, Satellite Dish, Sprinkler System, Water Feature, Yard**
Views: **Mountain View**
Rentals Allowed:

**11347 Ranch Reserve Pkwy
Westminster, CO 80234**

County: **Adams**
Locale: **Ranch Reserve**



MLS#: **7238020**
List Date: **02/25/15**
Sold Date: **04/15/15**
Concessions: **\$0, None**
Sold Term: **Conventional**
Under Contract Date: **03/09/15**
Status Conditions: **None Known**
Has HOA: **Yes**
Financial Terms: **Cash, Conventional,**
Legal Desc: **SUB:RANCH RESERVE II SUBDIVISION BLK:3 LOT:3**

Status: **Sold**
List Price: **\$695,000**
Sold Price: **\$675,000**

Original Price: **\$695,000**
Taxes: **\$5,101 (2013)**

Type: **Detached Single Family**
Architecture: **Contemporary**
Year Built: **2004**
Time of Completion:
Heat Fuel: **Gas**
Heat Type: **Forced Air**
Cooling: **Air Conditioning-Central**
Other HVAC:
HVAC Detail:
Construction: **Frame**
Exterior: **Rock**
Roofing: **Spanish Tile**

List Office Name: **RE/MAX NORTHWEST INC**

Total Beds:	5	Upper Sqft:		PSF Above Grade:	\$226.21
Total Baths:	5	Main Sqft:		PSF Total:	\$147.90
Full Baths:	2	Lower Sqft:		PSF Finished:	\$173.79
3/4 Baths:	2	Above Grade:	2,984	PSF Finished All:	\$173.79
Half Baths:	1	Basement Sqft:	1,580	Bsmt Ceiling Height:	9
1/4 Baths:	0	Total Sqft:	4,564	Bsmt Type:	Full
Rough-in:	No	Finished Sqft:	3,884	Subfloor/Foundation Type:	
		Other Finished Sqft:		Bsmt Finished:	Yes
		Other Finished Sqft Desc:		% Fully Finished:	
		Measurement From:	County Records		

Date Measured:

School District: **Adams 12 5 Star Schl**
Elementary: **Cotton Creek**
School of Choice:

Jr High/Middle: **Silver Hills**
Sr High: **Mountain Range**

Appliances: **Dishwasher, Disposal, Microwave Oven, Refrigerator (Kitchen), Self-Cleaning Oven, Smoke Alarm**
Flooring: **Carpet, Tile Floor, Wood**
Interior Features: **Cable Available, Double Pane Windows, Eating Space / Kitchen, Five Piece Bath, Internet Access (Wired), Master Suite, Open Floor Plan, Smoke Free, Vaulted Ceiling, Walk-in Closets**

Countertop Type:
Smart Home Features:
Laundry:
Fireplaces:
Exclusions: **1, Location(s): Family Room, Type(s): Gas/Gas Logs Washer, dryer, hot tub**

	<u>Beds</u>	<u>Baths</u>	<u>Room Type</u>	<u>Dimensions</u>	<u>Level</u>	<u>Description</u>
Upper	1	0	Master Bedroom	21 x 14	Upper	
Main	0	0	Dining Room	15 x 11	Main	
Lower	0	0	Family Room	19 x 16	Main	
Bsmt	0	0	Kitchen	21 x 14	Main	
			Living Room	15 x 14	Main	
			Study/Den	12 x 11	Main	
			Family Room	29 x 15	Basement	
			Bathroom (1/2)			
			Bathroom (3/4)			
			Bathroom (3/4)			
			Bathroom (Full)			
			Bathroom (Full)			
			Bedroom			
			Bedroom			
			Bedroom			
			Bedroom	17 x 16		

Lot Size: **12,875**
Acres: **0.30**
Incorporated:
Water Source: **Public**
Sewer: **Public**
Gas:
Gas Type:
Other Available Utilities:
Rights:
Site Features: **Adjacent to Open Space, Golf Community, Near Public Transit**
Site Topography:
Vegetation:
Exterior Features: **Fence, Patio, Sprinkler System, Yard**
Views: **River/Lake View**
Rentals Allowed:
Reports Available:
Distance To: **Bus**

Walk Score: **23**
Faces: **East**
Zoning: **RES**

Electricity:
Electricity Service:
Primary Road: **Paved Road**

Light Rail
Other

Parking & Vehicle Information

Attn: Maria

5/20/2019

Delivered in person to Maria
@ 2:15 PM on 5/20/19

(R0121424) ABATEMENT ANALYSIS FOR 2708 WEST 115TH DRIVE, WESTMINSTER, COLORADO 80234 (2017 & 2018)

COMPS ANALYSIS SOLD DATE	PSF above	PSF total	PSF above	TSF					
1/12/2015	\$ 311	\$ 156	2,889	5,778	\$	898,999	\$	898,999	
6/30/2015	\$ 342	\$ 171	2,415	4,830	\$	824,988	\$	825,012	
1/15/2016	\$ 245	\$ 148	3,306	5,466	\$	810,003	\$	810,007	
9/4/2015	\$ 247	\$ 143	3,255	5,627	\$	804,994	\$	804,999	
6/9/2015	\$ 249	\$ 163	3,215	4,912	\$	798,992	\$	798,986	On my street
1/14/2016	\$ 323	\$ 161	2,415	4,830	\$	779,007	\$	778,982	
2/13/2015	\$ 246	\$ 123	3,131	6,240	\$	770,007	\$	770,016	On my street
6/27/2016	\$ 220	\$ 131	3,460	5,817	\$	759,989	\$	759,991	
4/13/2015	\$ 228	\$ 151	3,290	4,970	\$	749,988	\$	750,023	On my street
9/21/2015	\$ 313	\$ 158	2,345	4,641	\$	734,993	\$	734,995	
1/12/2015	\$ 296	\$ 136	2,466	5,371	\$	729,492	\$	729,489	On my street
5/28/2015	\$ 196	\$ 129	3,559	5,423	\$	697,493	\$	697,506	
7/21/2015	\$ 208	\$ 133	3,355	5,260	\$	697,001	\$	697,003	
7/17/2015	\$ 214	\$ 136	3,185	5,017	\$	680,985	\$	681,008	On my street
4/15/2015	\$ 226	\$ 148	2,984	4,564	\$	675,011	\$	675,016	
9/25/2015	\$ 217	\$ 143	3,035	4,595	\$	658,990	\$	659,015	On my street
Average	\$ 255	\$ 146			\$	754,433	\$	754,440	
My street	\$ 242	\$ 142			\$	731,409	\$	731,423	

IMPLIED VALUE 2708 WEST 115TH DRIVE, WESTMINSTER, CO 80234

	4,118	7,020
2708 compared to all comps	\$ 1,050,057	\$ 1,021,818
2708 compared to comps on my same street	\$ 994,614	\$ 996,783
My proposed value based on valid comps	\$	995,000
Westminsters applied value for 2017/2018	\$	1,335,783
Amount overvalued by Adams County Assessor	\$	340,783

6 sales on my street alone; clearly the right comps

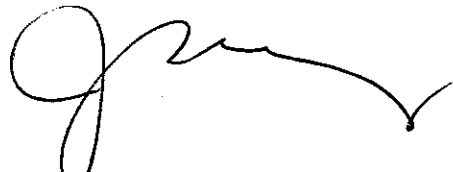
My recommendation and abatement summary

1. ~~Adams County overvalued my house by \$340,783 during 2017 and 2018 for tax purposes for both years~~
2. The County should correct and pay me back overpaid taxes for both years by setting the value at \$995,000; and should return my money
3. The best comps are the comps on my street and reflect real value of the property during this time frame; \$995,000

Prepared by Jeffrey K Briggs, homeowner @ 2708 W. 115th Dr.

M) 713.294.1234

Please call if further discussion is needed.



2598 W 115th Dr
Westminster, CO 80234

County:
Locale:

Adams
Ranch Reserve



MLS#: 2637103
List Date: 10/13/14
Sold Date: 07/17/15
Concessions: \$0, None
Sold Term: Cash
Under Contract Date: 07/08/15
Status Conditions: None Known
Has HOA: Yes
Financial Terms: Cash, Conventional,
Legal Desc: SUB:RANCH RESERVE THE BLK:2 LOT:15

Status: Sold
List Price: \$691,000
Sold Price: \$681,000

Original Price: \$749,000
Taxes: \$4,076 (2013)

Type: Detached Single Family
Architecture: 2002
Year Built: 2002
Time of Completion: Gas
Heat Fuel: Forced Air
Heat Type: Air Conditioning-Central
Cooling: Frame
Other HVAC: Brick
HVAC Detail: Concrete Tile
Construction: Exterior:
Roofing: Concrete Tile

List Office Name: KELLER WILLIAMS PREFERRED RLTY

Total Beds:	4	Upper Sqft:	3,185	PSF Above Grade:	\$213.81
Total Baths:	3	Main Sqft:	1,832	PSF Total:	\$135.74
Full Baths:	2	Lower Sqft:	5,017	PSF Finished:	\$213.81
3/4 Baths:	0	Above Grade:	3,185	PSF Finished All:	\$213.81
Half Baths:	1	Basement Sqft:		Bsmt Ceiling Height:	
1/4 Baths:	0	Total Sqft:		Bsmt Type:	Full
Rough-in:	No	Finished Sqft:		Subfloor/Foundation Type:	No
		Other Finished Sqft:		Bsmt Finished:	
		Other Finished Sqft Desc:		% Fully Finished:	
		Measurement From:			

County Records

Date Measured:

School District: Adams 12 5 Star Schl
Elementary: Cotton Creek
School of Choice:

Jr High/Middle: Silver Hills
Sr High: Mountain Range

Appliances: Convection Oven, Cook Top, Dishwasher, Disposal, Microwave Oven, Refrigerator (Kitchen), Wine Cooler
Flooring: Carpet, Tile Floor, Wood
Interior Features: Cable Available, Eating Space / Kitchen, Five Piece Bath, Jet Action Tub, Kitchen Island, Master Suite, Security System, Vaulted Ceiling, Walk-in Closets

Countertop Type:
Smart Home Features:
Laundry:
Fireplaces:
Exclusions: 2, Location(s): Family Room, Living Room, Type(s): Gas/Gas Logs
none

	Beds	Baths	Room Type	Dimensions	Level	Description
Upper	4	2	Bathroom (Full)		Upper	
Main	0	1	Bathroom (Full)		Upper	
Lower	0	0	Bedroom		Upper	
Bsmt	0	0	Bedroom		Upper	
			Bedroom		Upper	
			Master Bedroom	20 x 14	Upper	Master Suite has Private Deck with Golf Course Views
			Bathroom (1/2)		Main	
			Dining Room	14 x 12	Main	
			Great Room	20 x 16	Main	
			Kitchen	20 x 16	Main	
			Living Room	14 x 12	Main	
			Study/Den	14 x 12	Main	

Lot Size: 11,384
Acres: 0.26
Incorporated:
Water Source: Public
Sewer: Public
Gas:
Gas Type:
Other Available Utilities:
Rights:
Site Features: Cul-de-Sac, Golf Community, On Golf Course
Site Topography:
Vegetation:
Exterior Features: Balcony, Covered Patio, Patio, Sprinkler System, Yard
Views: Golf Course View
Rentals Allowed:
Reports Available:
Distance To: Bus Light Rail Other

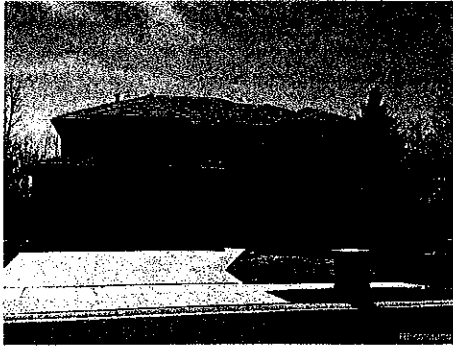
Additional Structures

Additional Structures: # of Additional Structures:
Parking & Vehicle Information

New/Recent

2848 W 115th Dr
Westminster, CO 80234

County: Adams
Locale: Ranch Reserve



MLS#: 8628936
List Date: 03/13/15
Sold Date: 04/13/15
Concessions: \$1,000, Buyer Closing Costs/Seller Points Paid
Sold Term: Conventional
Under Contract Date: 03/16/15
Status Conditions: None Known
Has HOA: Yes
Financial Terms: Cash, Conventional,
Legal Desc: SUB:RANCH RESERVE THE BLK:5 LOT:4

Status: Sold
List Price: \$749,900
Sold Price: \$750,000
Original Price: \$749,900
Taxes: \$4,717 (2014)

Type: Detached Single Family
Architecture: Contemporary
Year Built: 2001
Time of Completion:
Heat Fuel: Gas
Heat Type: Forced Air
Cooling: Air Conditioning-Central
Other HVAC:
HVAC Detail:
Construction: Frame
Exterior: Stucco
Roofing: Concrete Tile

Style: 2 Story
Builder Name: CUSTOM BUILD
Model:
Construct Details:

List Office Name: MB MOUNTAIN VIEW PR

Total Beds:	5	Upper Sqft:	1,695	PSF Above Grade:	\$227.96
Total Baths:	4	Main Sqft:	1,595	PSF Total:	\$150.91
Full Baths:	2	Lower Sqft:		PSF Finished:	\$153.25
3/4 Baths:	2	Above Grade:	3,290	PSF Finished All:	\$153.25
Half Baths:	0	Basement Sqft:	1,680	Bsmt Ceiling Height:	9
1/4 Baths:	0	Total Sqft:	4,970	Bsmt Type:	Full, Walk-Out
Rough-In:	No	Finished Sqft:	4,894	Subfloor/Foundation Type:	Structural
		Other Finished Sqft:		Bsmt Finished:	Yes
		Other Finished Sqft Desc:		% Fully Finished:	96%
		Measurement From:	Appraiser Measured		

Date Measured: 2012-11-02

School District: Adams 12 5 Star Schl
Elementary: Cotton Creek
School of Choice:
Jr High/Middle: Silver Hills
Sr High: Mountain Range

Appliances: Cook Top, Dishwasher, Disposal, Double Oven, Microwave Oven, Refrigerator (Kitchen), Smoke Alarm
Flooring: Carpet, Tile Floor, Wood
Interior Features: Double Pane Windows, Five Piece Bath, Jack & Jill Bath, Jet Action Tub, Kitchen Island, Master Suite, Open Floor Plan, Remodeled, Security Entrance, Smoke Free, Speakers, Built-in, Vaulted Ceiling, Walk-in Closets, Wet Bar, Window Coverings

Countertop Type:
Smart Home Features:
Laundry:
Fireplaces: 1, Location(s): Family Room, Kitchen, Type(s): Gas/Gas Logs
Exclusions: call listor

	Beds	Baths	Room Type	Dimensions	Level	Description
Upper	3	2	Bathroom (Full)		Upper	Jack-N-Jill bathroom for the secondary bedrooms
Main	0	1	Bathroom (Full)	15 x 13	Upper	Master bath has plenty of space
Lower	0	0	Bedroom	14 x 10	Upper	Roomy secondary bedrooms
Bsmt	1	1	Bedroom	13.5 x 12	Upper	Roomy secondary bedrooms
			Laundry	9 x 7	Upper	Super convenient upstairs laundry
			Master Bedroom	21 x 13	Upper	Large room with sitting area and private balcony
			Bathroom (3/4)		Main	Main floor has wonderful 3/4 bath
			Dining Room	16 x 13	Main	Inviting formal dining room
			Great Room	25 x 18	Main	Very open with volume ceilings and media niche
			Kitchen	18 x 13	Main	Fully remodeled, well appointed kitchen
			Study/Den	14 x 13	Main	Generously sized w/custom built in bookshelves
			Bathroom (3/4)		Basement	Perfect for basement bedroom or guests
			Bedroom	13 x 10	Basement	Basement bedroom w 3/4 bath nearby
			Media Room	19.5 x 17.5	Basement	Media room/theater with tiered seating
			Bedroom			
			Rec/Bonus Room			Basement offers wet bar/billiards/poker/game areas

Lot Size: 9,764
Acres: 0.22
Incorporated:
Water Source: Public
Sewer: Public

Walk Score: 16
Faces:
Zoning: RES

Electricity:
Electricity Service:
Primary Road:

Gas:
Gas Type:
Other Available Utilities:
Rights:
Site Features: Golf Community

Site Topography:
Vegetation:
Exterior Features: Balcony, Covered Deck, Deck, Fence, Maintenance Free Exterior, Patio, Sprinkler System, Yard
Views: Mountain View

Rentals Allowed:
Reports Available:
Distance To: Bus Light Rail Other

**2828 W 115th Dr
Westminster, CO 80234**

County: **Adams**
Locale: **The Ranch Reserve**



MLS#: **2507051** Status: **Sold**
List Date: **04/15/15** List Price: **\$799,000**
Sold Date: **06/09/15** Sold Price: **\$799,000**
Concessions: **\$4,000, Buyer Closing Costs/Seller Points Paid**
Sold Term: **Conventional**
Under Contract Date: **04/28/15**
Status Conditions: **None Known** Original Price: **\$799,000**
Has HOA: **Yes** Taxes: **\$4,654 (2014)**
Financial Terms: **Cash, Conventional, VA,**
Legal Desc: **SUB: RANCH RESERVE THE BLK: 5 LOT: 5**

Type: **Detached Single Family** Style: **2 Story**
Architecture: **2001** Builder Name:
Year Built: **2001** Model:
Time of Completion: Construct Details:
Heat Fuel: **Gas**
Heat Type: **Forced Air**
Cooling: **Air Conditioning-Central**
Other HVAC:
HVAC Detail:
Construction: **Brick**
Exterior: **Brick**
Roofing: **Concrete Tile**

List Office Name: **REAL LIVING CO REAL ESTATE**

Total Beds:	5	Upper Sqft:	3,215	PSF Above Grade:	\$248.52
Total Baths:	5	Main Sqft:		PSF Total:	\$162.66
Full Baths:	4	Lower Sqft:		PSF Finished:	\$183.34
3/4 Baths:	0	Above Grade:	3,215	PSF Finished All:	\$183.34
Half Baths:	1	Basement Sqft:	1,697	Bsmt Ceiling Height:	
1/4 Baths:	0	Total Sqft:	4,912	Bsmt Type:	Full, Walk-Out
Rough-in:	No	Finished Sqft:	4,358	Subfloor/Foundation Type:	Yes
		Other Finished Sqft:		Bsmt Finished:	100%
		Other Finished SqFt Desc:		% Fully Finished:	
		Measurement From:			

Date Measured:

School District: **Adams 12 5 Star Schl** Jr High/Middle: **Silver Hills**
Elementary: **Cotton Creek** Sr High: **Mountain Range**
School of Choice:

Appliances: **Cook Top, Dishwasher, Disposal, Refrigerator (Kitchen)**
Flooring: **Carpet, Wood**
Interior Features: **Eating Space / Kitchen, Five Piece Bath, Kitchen Island, Master Bath, Walk-In Closets, Wet Bar**
Countertop Type:
Smart Home Features:
Laundry:
Fireplaces: **1, Location(s): Great Room, Type(s): Gas/Gas Logs**
Exclusions: **All personal property, 2 beverage coolers and garage refrigerator**

	<u>Beds</u>	<u>Baths</u>	<u>Room Type</u>	<u>Dimensions</u>	<u>Level</u>	<u>Description</u>
Upper	0	0	Bathroom (1/2)			
Main	0	0	Bathroom (Full)			
Lower	0	0	Bathroom (Full)			
Bsmt	0	0	Bathroom (Full)			
			Bathroom (Full)			
			Bedroom			
			Bedroom			
			Bedroom			
			Bedroom			
			Bedroom			

Lot Size: **9,292** Walk Score: **16.4** Electricity:
Acres: **0.21** Faces: **North** Electricity Service:
Incorporated: Zoning: **Res** Primary Road:
Water Source:
Sewer:
Gas:
Gas Type:
Other Available Utilities:
Rights:
Site Features: **Golf Community**
Site Topography:
Vegetation:
Exterior Features: **Covered Deck, Deck, Fence, Sprinkler System, Yard**
Views: **Mountain View**
Rentals Allowed:
Reports Available:
Distance To: **Bus** **Light Rail** **Other**

Parking & Vehicle Information

Total Spaces:	3	Amps Available:		Features:	
Type	<u># Spaces</u>	<u>Dimensions</u>	<u>Features</u>		
Garage (Attached)	3				

Green Features & Certifications

Solar PV: Addendum Uploaded: **No**

Subject

Suggested Value
\$1,049,000

GJB

2708 W 115th Dr WESTMINSTER, CO, 80234

MLS#

4913146

08/12/2019

County	Adams	Locale	Ranch Reserve	Complex Name		
Tax ID	R0121424	Taxes	\$9,312 (2015)	Seller Type	Individual	Incorporated
Status	Sold	Status Cond	None Known	Sold Terms	Conventional	Zoning Residential
List Date	06/02/16	Orig List Price	\$1,300,000	Concession Amt	\$0	Unit Level
Contract Date	05/03/17	List Price	\$1,150,000	Concessions	None	End Unit
Sold Date	06/07/17	Sold Price	\$1,070,000	CDOM	321	Stories in Unit
Approval Conds	None Known					
Legal	SUB:RANCH RESERVE THE BLK:2 LOT:17					



Water	Public	Rights		View	Golf Course View
Well Usage		Sewer		District	Adams 12 5 Star Sc
Well Type		Horse Property		Primary Road	Paved Road
Lot Size SqFt	14,271	Lot Size Acres	0.33	Multiple HOAs	
Site Desc	Golf Community, On Golf				
HOA	Yes / \$275 / Quarterly				
Master HOA	The Ranch Reserve Homeowners Association (303) 629-5280				

HOA Includes Common Area Grounds Maintenance, Snow Removal, Trash Removal

Type	Detached Single Family	Exterior	Stucco	Fireplaces	2	Gas/Gas Logs	Living Room, Master Bedr
Style	2 Story	Construction	Frame	Heating Type		Forced Air	
Year Built	2003	Constr Details		Fuel Type		Gas	
Architecture		Roofing	Concrete Tile	Cooling		Air Conditioning-Central	
Characteristics		Flooring	Carpet, Tile Floor, Wood	Other HVAC			

Room/Sq Ft Info	Bedrooms	Bathrooms Full & 3/4	Bathrooms 1/2	Total SqFt	Finished SqFt
Above Grade	4	4	1	4,118	4,118
Basement	1	1		2,867	2,867
Total	5	5	1	7,020	6,985

*Room/SqFt info counts may differ from Bed/Bath info totals.

*Above Grade SqFt is assumed to be finished. Basement Finished SqFt is calculated (Finished SqFt-Above SqFt)

Total Spaces 4
 Parking Spaces 4 Garage (Attached)

Bsmt Full	Bsmt Type	Bsmt Finished	Yes, 100%	Subfloor/Foundation Type
Appliances	Central Vacuum, Cook Top, Dishwasher, Double Oven, Dryer, Microwave Oven, Refrigerator (Kitchen), Refrigerator (Other), Washer, Wine Cooler			
Interior Features	Five Piece Bath, Kitchen Island, Master Suite, Open Floor Plan, Security System, Speakers, Built-in, Vaulted Ceiling, Wet Bar, Window Coverings			
Exterior Features	Covered Patio, Professional Landscaping, Satellite Dish, Sprinkler System, Yard			

List Agent	Brian Laing	Phone	303-817-1771	Mobile	303-817-1771
List Office	COLDWELL BANKER RESIDENTIAL 56	Email	Brian.Laing@ColoradoHomes.c		

Public Remarks

This amazing custom main floor master home in The Ranch Reserve backs to The Ranch Golf Course near the 6th tee. Entering this distinguished 5 bedroom custom home you are greeted by a study with custom built-in cabinets opposite the formal dining room w/butler pantry. A curved staircase takes you to your loft and 3 additional bedrooms. As you enter the main living area the gourmet kitchen with Viking-Professional appliances, Sub-Zero refrigerator, granite counter tops and large island is open to the family room with built-in cabinets and fireplace. The main floor master bedroom includes a fireplace with sitting area & five-piece master bath, an extra large walk-in shower and walk-in closet. The lower level includes a full kitchen/wet bar, large Media/Billiards/Game area, 5th bedroom and separate Exercise room. 4-car heated garage with heated driveway. Make sure to click on the Virtual Tour Link to see a 3D Tour of this Home!

Broker Remarks

Listing agent is a CTM eContracts user





2481 Ranch Reserve Rdg DENVER, CO. 80234

MLS#

8659662

County	Adams	Locale	Westminster	Complex Name	Ranch Reserve		
Tax ID	R0121436	Taxes	\$9,013 (2015)	Seller Type	Individual	Incorporated	
Status	Sold	Status Cond	None Known	Sold Terms	Conventional	Zoning	RES
List Date	04/01/16	Orig Price	\$1,325,000	Concession Amt	\$0	Unit Level	
Contract Date	04/30/16	List Price	\$1,325,000	Concessions	None	End Unit	
Sold Date	06/28/16	Sold Price	\$1,210,850	CDOM	29	Stories in Unit	
Approval Conds	None Known						
Legal	SUB:RANCH RESERVE THE BLK:2 LOT:29						



Water		Rights		View	Golf Course View, N
Well Usage		Sewer		District	Adams 12 5 Star Sc
Well Type		Horse Property		Primary Road	Paved Road
Lot Size SqFt	15,922	Lot Size Acres	0.37	Multiple HOAs	
Site Desc	Cul-de-Sac, Golf Commu				
HOA	Yes / \$260 / Quarterly				
Master HOA	The Ranch Reserve of Westminster		303-629-5280		

HOA Includes Common Area Grounds Maintenance, Trash Removal

Builder

Type	Detached Single Family	Exterior	Brick	Fireplaces	2	Gas/Gas Logs	Basement, Living Room
Style	2 Story	Construction	Brick, Frame	Heating Type	Forced Air		
Year Built	2001	Constr Details		Fuel Type	Electric, Gas		
Architecture		Roofing	Concrete Tile	Cooling	Air Conditioning-Central		
Characteristics		Flooring	Carpet, Tile Floor, Wood	Other HVAC			

Room/Sq Ft Info	Bedrooms	Bathrooms Full & 3/4	Bathrooms 1/2	Total SqFt	Finished SqFt
Above Grade	4	3	1	4,198	4,198
Basement		1		3,103	1,561
Total	4	4	1	7,301	5,759

*Room/SqFt info counts may differ from Bed/Bath info totals.

*Above Grade SqFt is assumed to be finished. Basement Finished SqFt is calculated (Finished SqFt-Above SqFt)

Total Spaces 4

Parking Spaces 4 Garage (Attached)

Bsmt Full	Bsmt Type	Walk-Out	Bsmt Finished	Subfloor/Foundation Type	Slab
Appliances	Dishwasher, Disposal, Double Oven, Microwave Oven, Refrigerator (Kitchen), Smoke Alarm, Stove/Range/Oven				

Interior Features Cable Available, Double Pane Windows, Eating Space / Kitchen, Five Piece Bath, Kitchen Island, Master Bath, Open Floor Plan, Security System, Vaulted Ceiling, Walk-in Closets, Wet Bar

Exterior Features Balcony, Covered Deck, Patio, Professional Landscaping, Sprinkler System, Water Feature, Yard

List Agent	Marie Callaway	Phone	(303) 437-6999	Mobile	303-437-6999
List Office	COLDWELL BANKER RESIDENTIAL 56	Email	marie@mariecallaway.com		

Public Remarks

Nestled on Ranch Reserve Ridge, this custom main floor master two-story walk-out backs to The Ranch Golf Course and reveals exceptional mountain and flatiron views. Foyer flanked by formal dining room w/butler pantry. Study with ¾ bath and extensive custom wood shelves and paneling. Curving stairs to loft frame the living room with soaring ceilings, custom niche and two-sided fireplace. Kitchen w/ breakfast bar, large island enjoys black granite counter tops and custom cherry cabinets, incl stainless steel appliances, paneled refig. Main floor master with five-piece master bathroom, two walk-in closets. Loft includes built-ins, upper deck; two addl bedrooms. Lower level offers a large family room with two-sided gas fireplace, patio doors to exterior, game room with hanging billiard stained glass lamp. Bedroom 4 incl. bath. Storage area also offers 1,561 sq. ft. of future finish, stairs lead to the garage above. side-load, four-car garage insulated, cabinets and security door.

Broker Remarks

Listing agent is a CTM eContracts user, hope you are too. 24 hours notice to show, please.



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(2)

2481 Ranch Reserve Rdg WESTMINSTER, CO, 80234

MLS#

6801332

County	Adams	Locale	Ranch Reserve	Complex Name			
Tax ID	R0121436	Taxes	\$7,165 (2013)	Seller Type	Individual	Incorporated	
Status	Sold	Status Cond	None Known	Sold Terms	Conventional	Zoning	RES
List Date	06/06/14	Orig Price	\$1,290,000	Concession Amt	\$0	Unit Level	
Contract Date	09/16/14	List Price	\$1,195,000	Concessions	None	End Unit	
Sold Date	10/24/14	Sold Price	\$1,135,000	CDOM	103	Stories in Unit	
Approval Conds	None Known						
Legal	SUB:RANCH RESERVE THE BLK:2 LOT:29						



Water	Public	Rights		View	Golf Course View, N
Well Usage		Sewer	Public	District	Adams 12 5 Star Sc
Well Type		Horse Property		Primary Road	Paved Road
Lot Size SqFt	15,922	Lot Size Acres	0.37	Multiple HOAs	
Site Desc	Cul-de-Sac, Golf Commu				
HOA	Yes / \$260 / Quarterly				
Master HOA					

HOA Includes

Builder							
Type	Detached Single Family	Exterior	Rock, Stucco	Fireplaces	2	Gas/Gas Logs	Basement, Family Room
Style	2 Story	Construction	Frame	Heating Type		Forced Air	
Year Built	2001	Constr Details		Fuel Type		Gas	
Architecture	Contemporary	Roofing	Concrete Tile	Cooling		Air Conditioning-Central	
Characteristics		Flooring	Carpet, Tile Floor, Wood	Other HVAC			

Room/Sq Ft Info	Bedrooms	Bathrooms Full & 3/4	Bathrooms 1/2	Total SqFt	Finished SqFt
Above Grade	3	3	1	4,198	4,198
Basement	1	1		3,103	1,561
Total	4	4	1	7,301	5,759

*Room/SqFt info counts may differ from Bed/Bath info totals.

*Above Grade SqFt is assumed to be finished. Basement Finished SqFt is calculated (Finished SqFt-Above SqFt)

Total Spaces	4
Parking Spaces	4 Garage (Attached)

Bsmt Full	Bsmt Type	Walk-Out	Bsmt Finished	Subfloor/Foundation Type
Appliances	Dishwasher, Disposal, Double Oven, Microwave Oven, Refrigerator (Kitchen), Self-Cleaning Oven, Smoke Alarm, Stove/Range/Oven			
Interior Features	Cable Available, Double Pane Windows, Eating Space / Kitchen, Five Piece Bath, Jack & Jill Bath, Jet Action Tub, Kitchen Island, Master Suite, Open Floor Plan, Security System, Speakers, Built-in, Vaulted Ceiling, Walk-in Closets, Wet			
Exterior Features	Balcony, Covered Deck, Deck, Patio, Professional Landscaping, Sprinkler System, Water Feature, Yard			

List Agent	KATHLENE WEAVER	Phone	(303) 289-7009	Mobile	303-918-7006
List Office	INNOVATIVE REAL ESTATE	Email	weaver.kathi@yahoo.com		

Public Remarks

This executive custom built home quite possibly could be located on the best home site in the coveted Ranch Reserve! Enjoy panoramic views of the mountains, golf course & lake! The gourmet kitchen with high end finishes is perfect for the chef. Luxurious master bath with steam shower & jetted tub. This beautiful home also boasts an impressive deck & private balcony with breathtaking views, walkout basement with fireplace, wet bar & recreation room, professionally finished grounds with two water features and unbelievable landscape. Too many features and upgrades to list! This is a must see.

Broker Remarks

Appointment required on all showings.



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County	Adams	Locale	Ranch Reserve	Complex Name			
Tax ID	171905402018	Taxes	\$11,398 (2013)	Seller Type	Individual	Incorporated	
Status	Sold	Status Cond	None Known	Sold Terms	Conventional	Zoning	RES
List Date	03/26/14	Orig Price	\$1,250,000	Concession Amt	\$3,000	Unit Level	
Contract Date	05/01/14	List Price	\$1,250,000	Concessions	Buyer Closing	End Unit	
Sold Date	07/14/14	Sold Price	\$1,250,000	CDOM	63	Stories in Unit	
Approval Conds							
Legal	SUB:RANCH RESERVE THE BLK:2 LOT:18						



Water		Rights		View	Golf Course View, N
Well Usage		Sewer	Public	District	Adams 12 5 Star Sc
Well Type		Horse Property		Primary Road	Paved Road
Lot Size SqFt	18,017	Lot Size Acres	0.41	Multiple HOAs	
Site Desc	Cul-de-Sac, Golf Commu				
HOA	Yes / \$260 / Quarterly				
Master HOA	5280				

HOA Includes Common Area Grounds Maintenance, Snow Removal, Trash Removal

Builder	D.R. Horton, Inc						
Type	Detached Single Family	Exterior	Brick, Stucco	Fireplaces	3	Gas/Gas Logs	Basement, Family Room, M
Style	2 Story	Construction	Brick	Heating Type		Forced Air	
Year Built	2004	Constr Details		Fuel Type		Gas	
Architecture	Contemporary	Roofing	Concrete Tile	Cooling		Air Conditioning-Central	
Characteristics		Flooring	Carpet, Tile Floor	Other HVAC			

Room/Sq Ft Info	Bedrooms	Bathrooms Full & 3/4	Bathrooms 1/2	Total SqFt	Finished SqFt
Above Grade	4	5		4,869	4,869
Basement	1	2		2,661	2,661
Total	5	7	0	7,530	7,530

*Room/SqFt info counts may differ from Bed/Bath info totals.

*Above Grade SqFt is assumed to be finished. Basement Finished SqFt is calculated (Finished SqFt-Above SqFt)

Total Spaces 4
 Parking Spaces 4 Carport (Attached)

Bsmt Full	Bsmt Type	Walk-Out	Bsmt Finished	Yes, 90%	Subfloor/Foundation Type
Appliances	Central Vacuum, Compactor, Dishwasher, Disposal, Dryer, Microwave Oven, Refrigerator (Kitchen), Smoke Alarm				

Interior Features Cable Available, Double Pane Windows, Eating Space / Kitchen, Five Piece Bath, Jack & Jill Bath, Kitchen Island, Master Suite, Security System, Smoke Free, Vaulted Ceiling, Walk-in Closets, Wet Bar

Exterior Features Balcony, Covered Patio, Deck, Fence, Patio, Professional Landscaping, Sprinkler System

List Agent	JACKIE NORDSTROM	Phone	(720) 880-2288	Mobile	303-717-3449
List Office	REAL LIVING CO REAL ESTATE	Email	jackie.nordstrom@realliving.cor		

Public Remarks

This stellar custom built property is the ultimate in Luxury Living and is located on the 6th hole of the private sought after Ranch golf course*Breathtaking mountain and Golf course views! The expansive gourmet kitchen is a chefs dream!*Formal dining area* The incredibly private master suite offers a sitting area with fireplace and coffee bar*Full master bath* The Fully finished walkout basement offers a wet bar, additional bedroom and bath and media room and 10ft ceilings*Travertine floors*Largest lot in the Ranch Reserve subdivision*Golf cart hut*Mother in law/Nanny suite*State of the art lighting, sound and video throughout! Professional landscaping! Too many upgrades to mention! This is a must see property to appreciate the tranquility that it offers!

Broker Remarks

24 hour notice to show- contingent on sellers finding a new home



(4)

2323 Country Club Loop WESTMINSTER, CO, 80234

MLS#

6698359

County	Adams	Locale	THE RANCH	Complex Name			
Tax ID	R0031413	Taxes	\$4,017 (2014)	Seller Type	Individual	Incorporated	
Status	Sold	Status Cond	None Known	Sold Terms	Conventional	Zoning	RES
List Date	08/15/15	Orig Price	\$775,000	Concession Amt	\$0	Unit Level	
Contract Date	09/25/15	List Price	\$775,000	Concessions	None	End Unit	
Sold Date	10/27/15	Sold Price	\$755,000	CDOM	155	Stories in Unit	
Approval Conds	None Known						
Legal	SUB:THE RANCH FILING NO 4 BLK:3 LOT:6						



Water	Public	Rights		View	Golf Course View, M
Well Usage		Sewer		District	Adams 12 5 Star Sc
Well Type		Horse Property		Primary Road	Paved Road
Lot Size SqFt	12,604	Lot Size Acres	0.29	Multiple HOAs	
Site Desc	Golf Community, On Golf				
HOA	Yes / \$518 / Annual				
Master HOA	THE RANCH HOA- FILING FOUR 303-469-1819				

HOA Includes

Builder

Type	Detached Single Family	Exterior	Brick	Fireplaces	1	Gas/Gas Logs	Great Room
Style	2 Story	Construction	Brick, Frame	Heating Type		Baseboard, Hot Water	
Year Built	1987	Constr Details		Fuel Type		Hot Water	
Architecture		Roofing	Concrete Tile	Cooling		Air Conditioning-Room, Attic Fan	
Characteristics		Flooring	Carpet, Tile Floor, Wood	Other HVAC			

Room/Sq Ft Info	Bedrooms	Bathrooms Full & 3/4	Bathrooms 1/2	Total SqFt	Finished SqFt
Above Grade	5	3	1	3,961	3,961
Basement		1		1,900	1,900
Total	5	4	1	5,861	5,861

*Room/SqFt info counts may differ from Bed/Bath info totals.

*Above Grade SqFt is assumed to be finished. Basement Finished SqFt is calculated (Finished SqFt-Above SqFt)

Total Spaces	4
Parking Spaces	4 Garage (Attached)

Bsmt Full	Bsmt Type	Bsmt Finished	Subfloor/Foundation Type
Appliances	Central Vacuum, Dishwasher, Double Oven, Microwave Oven, Refrigerator (Kitchen), Smoke Alarm, Stove/Range/Oven, Wine Cooler		
Interior Features	Eating Space / Kitchen, Jack & Jill Bath, Kitchen Island, Master Suite, Walk-in Closets		
Exterior Features	Balcony, Covered Deck, Deck, Gas Grill, Sprinkler System, Water Feature		

List Agent	Terra Paul	Phone	(303) 349-4712	Mobile	303-349-4712
List Office	REAL LIVING CO REAL ESTATE	Email	Terra.M.Paul@gmail.com		

Public Remarks

Gorgeous home with mountain views located on the 10th hole of The Ranch Country Club. Beautiful open layout features floor to ceiling windows upstairs and down and hardwood floors throughout. Grand entry, formal dining room, spacious living room, soaring ceilings, lots of natural light, and a fireplace. This home centers around a gourmet kitchen with slab granite counters and sink, double oven, wine fridge, and a huge island perfect for entertaining. The main floor master with luxury master suite highlights mountain views, a California closet, and access to the expansive lower deck. Four upstairs bedrooms, two with private access to the upper deck. Finished basement with large built brand new carpet. Four car garage can be converted to six car with lift. Three outdoor entertaining spaces and a spectacular front lawn with fountain. Amazing location in a desirable neighborhood. Planned installation of 3 additional air conditioners. Updated bathrooms upstairs.

Broker Remarks

Seller has made several updates. Please call with any questions. Last full year of xcel bills are available per request and showing. House is going to get 3 additional wall mounted air conditioning units.



ASSESSOR'S RECOMMENDATION
BOARD OF COUNTY COMMISSIONERS

Account No : R0137166
 Petition Year : 2017 Date Filed : Parcel No : 01569-04-4-02-026
 Petition of : LOMBARDO TIMOTHY JUDE
 Address : 3631 SANDOVAL ST
 City : Brighton State : CO Zip Code : 80601

Property Location : 3631 Sandoval Street

		PETITIONER'S VALUES		ASSESSOR'S ASSIGNED		TAX WARRANT	
Code	OCC	Actual Value	Value for A.	Actual Value	Value for A.	\$ AMOUNT	
RE	100	L: \$90,000	\$6.480	L: \$90,000	\$6,480	A. Ratio	7.20%
		I: \$324,244	\$23,350	I: \$324,244	\$23,350	Mill Levy	160.564
TOTALS :		\$414,244	\$29,830	\$414,244	\$29,830	Tax	\$4,789.62

Petitioner's Statement :

Property was assessed in the wrong tax area 328 which should have been 318.

Assessor's Report

Situation :

For tax year 2017 the subject property was taxed at a higher tax rate.

Action :

The subject was taxed at 160.564 mills(328). the correct mill levy should be 100.564 mills(318)

Recommendation :

Correct the mill levy and adjust the taxes, no change to the actual value. Tax refund to be covered by the assessor's budget.

ASSESSOR'S RECOMMENDED ADJUSTMENT

Code OCC		- VALUE REDUCTION		= VAL. RECOMMENDATION		TAX DOLLARS
		Actual Val.	Val for A.	Actual Val.	Val for A.	- Adjustment
RE	100	L:	\$0	L: \$90,000	\$6,480	\$1,789.80
		I:	\$0	I: \$324,244	\$23,350	= Adjusted Tax
TOTALS :		\$0	\$0	\$414,244	\$29,830	\$2,999.82

Appraiser

Date

ASSESSOR'S RECOMMENDATION
BOARD OF COUNTY COMMISSIONERS

Account No : R0137166
 Petition Year : 2018 Date Filed : Parcel No : 01569-04-4-02-026
 Petition of : LOMBARDO TIMOTHY JUDE
 Address : 3631 SANDOVAL ST
 City : Brighton State : CO Zip Code : 80601

Property Location : 3631 Sandoval Street

Code OCC		PETITIONER'S VALUES		ASSESSOR'S ASSIGNED		TAX WARRANT	
		Actual Value	Value for A.	Actual Value	Value for A.	\$ AMOUNT	
RE	100	L: \$90,000	\$6,480	L: \$90,000	\$6,480	A. Ratio	7.20%
		I: \$324,244	\$23,350	I: \$324,244	\$23,350	Mill Levy	160.427
TOTALS :		\$414,244	\$29,830	\$414,244	\$29,830	Tax	\$4,785.54

Petitioner's Statement :

Property was assessed in the wrong tax area 328 which should have been 318.

Assessor's Report

Situation :

For tax year 2018 the subject property was taxed at a higher tax rate.

Action :

The subject was taxed at 160.427 mills(328), the correct mill levy should be 100.427 mills(318)

Recommendation :

Correct the mill levy and adjust the taxes, no change to the actual value. Tax refund to be covered by the assessor's budget.

ASSESSOR'S RECOMMENDED ADJUSTMENT

		- VALUE REDUCTION		= VAL. RECOMMENDATION		TAX DOLLARS
Code	OCC	Actual Val.	Val for A.	Actual Val.	Val for A.	- Adjustment
RE	100	L:	\$0	L: \$90,000	\$6,480	\$1,789.80
		I:	\$0	I: \$324,244	\$23,350	= Adjusted Tax
TOTALS :		\$0	\$0	\$414,244	\$29,830	\$2,995.74

Appraiser

Date

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: Adams

Date Received 9/23/19
(Use Assessor's or Commissioners' Date Stamp)

Section I: Petitioner, please complete Section I only.

Date: 9 23 2019
Month Day Year

Petitioner's Name: Adams County Assessor's Office on behalf of Owner

Petitioner's Mailing Address: _____

City or Town _____ State _____ Zip Code _____

SCHEDULE OR PARCEL NUMBER(S)

R0137166

PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY

3631 Sandover St
Brighton Co 80601

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) 2017 and 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.)

Abatement request due to being in the wrong Tax Area - the value is correct for both years.

Petitioner's estimate of value: \$ 414,244 (2017) and \$ 414,244 (2018)
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.

Cathy J. Withers
Petitioner's Signature

Daytime Phone Number (720) 523-6741

Email CWithers@adco.gov

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 § 39-10-114(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 _____		
	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>	<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.)

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 _____			Tax Year _____		
	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>	<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 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 _____

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) 2017/2018 Actual Value(s))

1. The property subject to this Stipulation is:
Schedule No. (S): R0153780 Parcel NO.(S) 01825-08-1-05-010
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) 2017/2018 :

Land	\$148,500
Improvements	\$345,000
Total	\$493,500
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) 2017/2018 :

Land	\$148,500
Improvements	\$235,500
Total	\$384,000
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) 2017/2018 .

DATED this: November 6, 2019

Petitioner's Representative

David Meissner

P.O. Box 630408

Littleton, CO 80163-0408

Susan
Schilling

Digitally signed by Susan Schilling
DN: cn=Susan Schilling, o=Adams
County, ou=Commercial,
email=sschilling@adcogov.org,
c=US
Date: 2019.11.06 14:46:02 -0700

Assessor Representative

Adams County Assessor's Office

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

Account No : R0153780 Parcel No : 01825-08-1-05-010
 Petition Year : 2017/2018 Date Filed : 3/6/19
 Owner Entity : German Enterpric
 Owner Address : 6381 Beach St #D
 Owner City : Denver State : CO
 Property Location : 6381 Beach St #8; Denver

TYPE	OCC CODE	PETITIONER'S REQUESTED VALUES		ASSESSOR'S ASSIGNED VALUES		TAX WARRANT				
		Actual Value	Value for A.	Actual Value	Value for A.					
REAL	425	L:		L:	\$148,500	\$43,070	A. Ratio	29.00%		
		I:		I:	\$345,000	\$100,050	Mill Levy	108.565		
TOTALS :			\$493,500		\$143,120		\$493,500	\$143,120	Tax	\$15,538

Petitioner's Statement :

Assessment was not equitable with surrounding properties

Assessor's Report

Situation :

The property is a 2020 built Condo/Warehouse with a single owner user.

Action :

Investigate sales, as well review equity.

Recommendation :

Upon further review, a reduction in value appears warranted.

ASSESSOR'S RECOMMENDED ADJUSTMENT

TYPE	OCC CODE	- VALUE REDUCTION		= VAL. RECOMMENDATION		TAX DOLLARS		
		Actual Val.	Val for A.	Actual Val.	Val for A.	- Adjustment		
REAL	425	L:	\$148,500	\$43,070	L:	\$148,500	\$43,070	\$3,446.94
		I:	\$235,500	\$68,295	I:	\$235,500	\$68,300	= Adjusted Tax
TOTALS :			\$384,000	\$111,365		\$384,000	\$111,370	\$12,090.88


 Appraiser
 Susan Schilling
 Certified General Appraiser

#####

Date

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

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 Petition Year : 2017/2018 Date Filed : 3/6/19
 Owner Entity : German Enterpric
 Owner Address : 6381 Beach St #D
 Owner City : Denver State : CO
 Property Location : 6381 Beach St #B; Denver

TYPE	OCC CODE	PETITIONER'S REQUESTED VALUES		ASSESSOR'S ASSIGNED VALUES		TAX WARRANT	
		Actual Value	Value for A.	Actual Value	Value for A.		
REAL	425	L:		L: \$148,500	\$43,070	A. Ratio	29.00%
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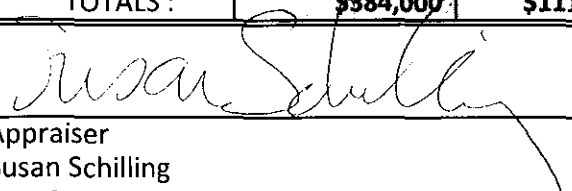
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		Actual Val.	Val for A.	Actual Val.	Val for A.	- Adjustment
REAL	425	L: \$148,500	\$43,070	L: \$148,500	\$43,070	\$3,446.94
		I: \$235,500	\$68,295	I: \$235,500	\$68,300	= Adjusted Tax
TOTALS :		\$384,000	\$111,365	\$384,000	\$111,370	\$12,090.88


 Appraiser
 Susan Schilling
 Certified General Appraiser

#####

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: March 4, 2019
Month Day Year

Petitioner's Name: German Enterprise LLC

Petitioner's Mailing Address: 6381 Beach St Unit D

Denver

City or Town

CO

State

80221-2036

Zip Code

MEISSNER ASSOCIATES

P.O. Box 630408

Littleton, CO 80163-0408

303-649-9550 720-223-6127 fax

meissners@comcast.net

RECEIVED

SCHEDULE OR PARCEL NUMBER(S)

Acct # R0153780

PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY

6381 Beach Street Unit B, Beach Street Condominiums

MAR 06 2019

**OFFICE OF THE
ADAMS COUNTY ASSESSOR**

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) 2017 and 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.)

This protest addresses the OVERVALUATION of a warehouse condo located near I-76 & Federal Boulevard. The subject property is 1 of 3 condos in the same building. The subject is valued at \$103/sqft, while the other units in the same building are at \$78/sqft. All units are the same in age, construction, and quality. Please correct this inequity. Attached is an income analysis and sales comparables which support a lower value as well. We respectfully request that the 2017 & 2018 values be adjusted from \$493,500 to \$375,450 (\$78/sqft) based on this information.

Petitioner's estimate of value: \$ 375,450 (2017) and \$ 375,450 (2018)
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 *David Whitten*
Petitioner's Signature
Agent's Signature*

Daytime Phone Number ()

Daytime Phone Number (303) 649-9550

*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	_____	_____	_____	_____	_____	_____
<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.)			
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 _____			Tax Year _____		
	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>	<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 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): _____

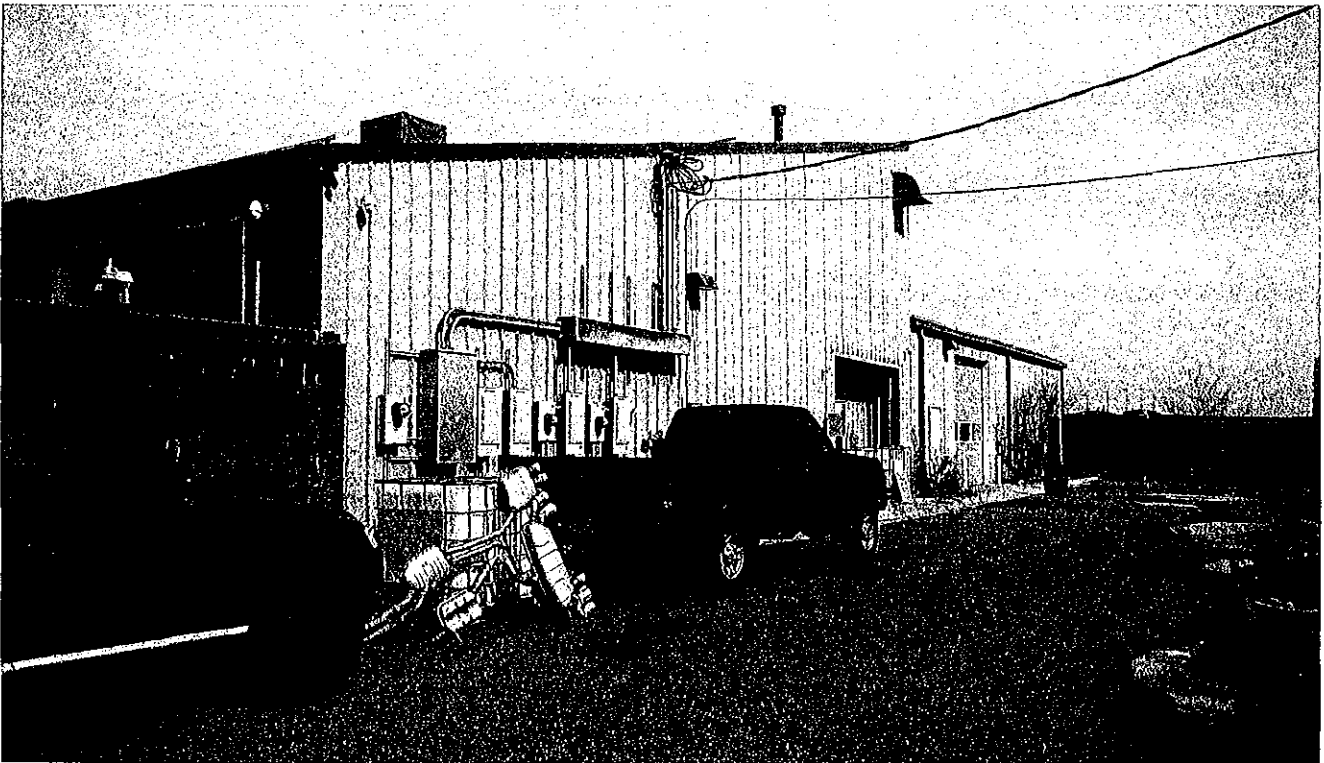
Secretary's Signature _____

Property Tax Administrator's Signature _____

Date _____

Subject Property

**6381 Beach Street Units A, B, & D
R0153779, R0153780, R0153781**





ADAMS COUNTY
COLORADO

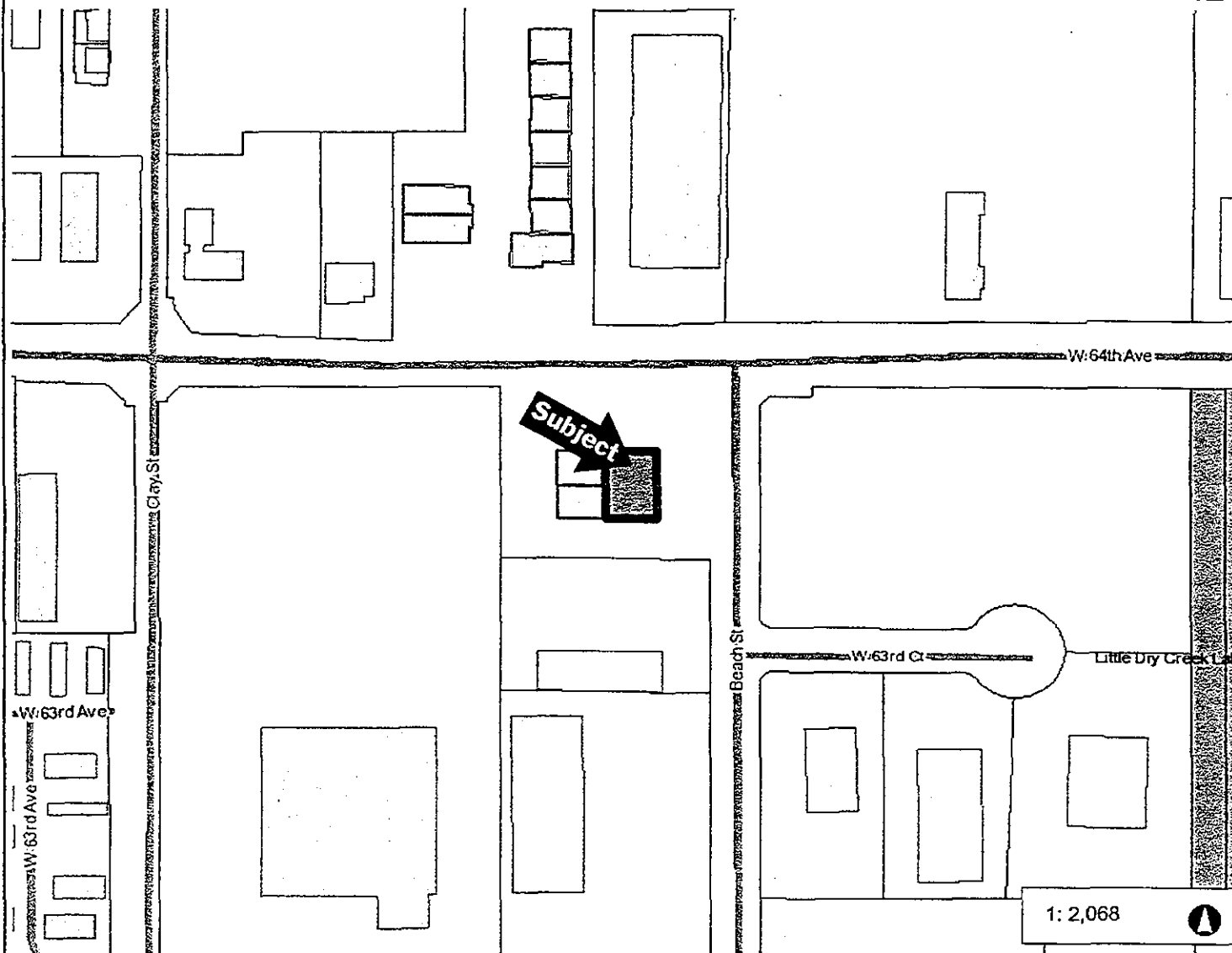
Berg Performance



Legend

- Lake
- River
- Parks and Open Space
- Highways**
- Highways (2,000 - 3,000)
 - Interstate
 - Highway
 - Tollway
- Streets**
- Streets (2,000 - 10,000)
 - Street
 - Ramp
- Parcels
- Building
- County Boundary
- City**
- Arvada
- Aurora
- Bennett
- Brighton
- Commerce City
- Federal Heights
- Lockbuie
- Northglenn
- Thornton
- Westminster

Notes



1: 2,068



344.7 0 172.35 344.7 Feet

NAD_1983_StatePlane_Colorado_Central_FIPS_0502_Feet
© Latitude Geographics Group Ltd.

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Adams County



INCOME ANALYSIS
for base period (1/1/15 to 6/30/16)

Account # R0153780

Annual Gross Revenue (\$7.75/sqft, rent comps attached)	\$37,200
Vacancy/Collection Loss Factor (5%)	(1,860)
Effective Revenue	35,340
Expenses (MG, 15% of effective revenue)	<u>(5,301)</u>
Net Income Before Debt Service & Depreciation	30,039

OVERALL CAPITALIZATION RATE - 8.0%

$30,039 / .08 = 375,488$, Say

\$375,500

or

\$78 per sf of bldg

VALUE INDICATED BY INCOME APPROACH

Lease Comps Summary

Lease Comps Report

Deals

12

Asking Rent Per SF

\$8.19

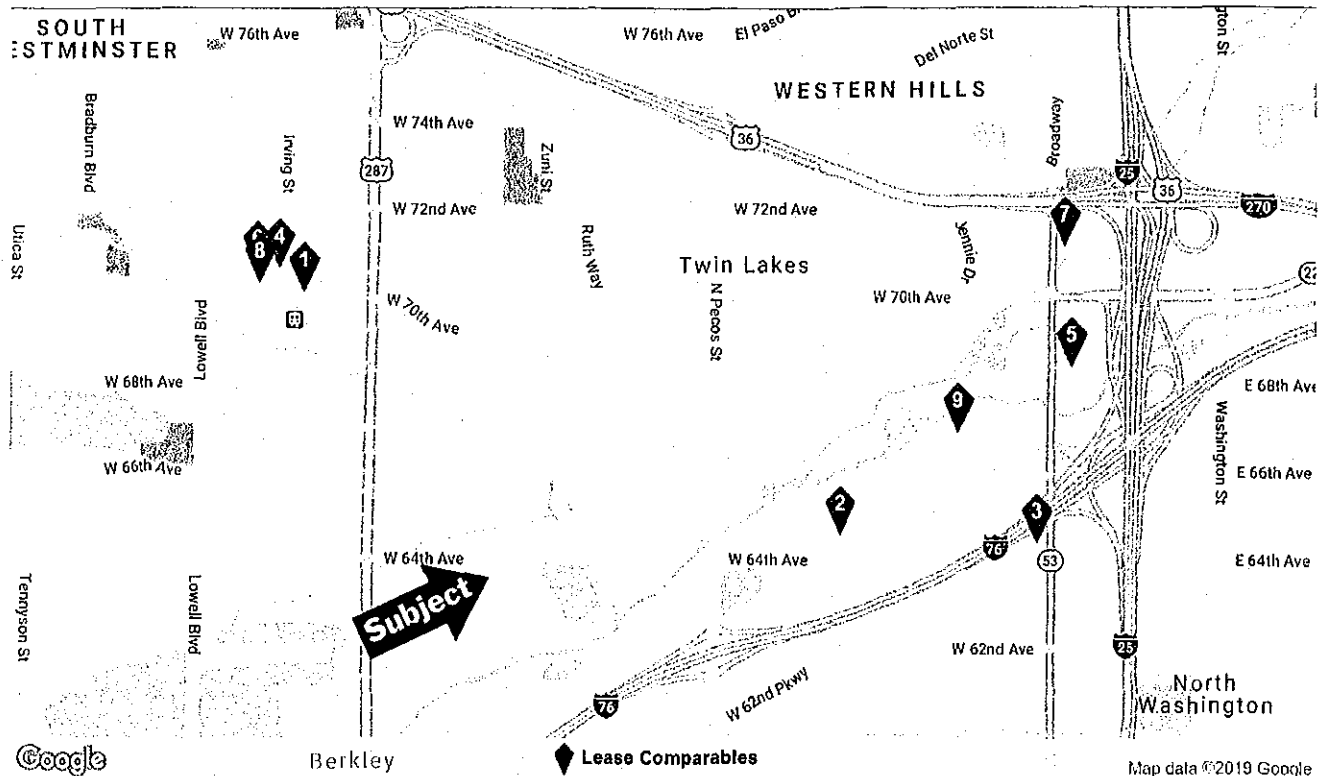
Starting Rent Per SF

\$7.65

Avg. Months On Market

5

LEASE COMPARABLES



SUMMARY STATISTICS

Rent	Deals	Low	Average	Median	High
Asking Rent Per SF	11	\$6.25	\$8.19	\$7.50	\$10.00
Starting Rent Per SF	4	\$7.50	\$7.65	\$7.50	\$8.00
Effective Rent Per SF	4	\$7.44	\$7.64	\$7.50	\$8.00
Asking Rent Discount	3	0.0%	0.0%	0.0%	0.0%
TI Allowance	-	-	-	-	-
Months Free Rent	1	1	1	1	1

Lease Attributes	Deals	Low	Average	Median	High
Months on Market	12	1	5	2	16
Deal Size	12	1,500	4,280	3,267	12,156
Lease Deal in Years	7	12.0	37.7	36.0	84.0
Floor Number	12	1	1	1	1

Lease Comps Summary

Lease Comps Report

	Property Name - Address	Rating	SF Leased	Lease			Rents	
				Floor	Sign Date	Type	Rent	Rent Type
1	3200 W 71st Ave	★★★★★	3,500	1st	6/1/2016	New	\$6.86/+util	Asking
2	Bldg 2 875 W 64th Ave	★★★★★	8,000	1st	4/2/2016	New	\$9.00/nnn	Asking
1	3200 W 71st Ave	★★★★★	7,000	1st	2/24/2016	New	\$6.86/+util	Asking
3	6401 Broadway	★★★★★	2,832	1st	12/14/2015	New	\$7.50/nnn	Effective
4	3301-3351 W 71st Ave	★★★★★	1,500	1st	11/15/2015	New	\$10.00/mg	Asking
3	6401 Broadway	★★★★★	2,228	1st	11/3/2015	New	\$7.44/nnn	Effective
3	6401 Broadway	★★★★★	2,056	1st	10/23/2015	New	\$7.50/nnn	Effective
5	6830 Broadway	★★★★★	2,060	1st	9/30/2015	New	\$6.25/nnn	Asking
6	7101 Julian St	★★★★★	3,500	1st	6/1/2015	New	\$7.20/+util	Asking
7	Bldg 8 7100 N Broadway St	★★★★★	3,035	1st	5/2/2015	New	\$8.00/nnn	Effective
8	KEW West 7015 Julian St	★★★★★	3,500	1st	1/30/2015	New	\$6.86/+util	Asking
9	379-399 W 66th Way	★★★★★	12,156	1st	9/1/2014	New	\$10.00/nnn	Asking

Sales Comp #1

12001 E 33rd Ave, Unit S

Aurora, CO 80010

Class B Warehouse Condo of 2,150 SF Sold on 3/30/2016 for \$180,000 - Research Complete

buyer:

Mada'lna Paraschi
11113 W Fremont Pl
Littleton, CO 80127
(720) 379-3970

seller:

William J. Hinkley
12001 E 33rd Ave
Aurora, CO 80010



vital data

Escrow/Contract: -
Sale Date: 3/30/2016
Days on Market: 141 days
Exchange: No
Conditions: -
Land Area SF: 94,090
Acres: 2.16
\$/SF Land Gross: \$1.91
Year Built, Age: 2004 Age: 11
Parking Spaces: 50
Parking Ratio: 1.3/1000 SF
FAR 0.41
Lot Dimensions: -
Frontage: -
Tenancy: -
Comp ID: 3574505

Sale Price: \$180,000
Status: Confirmed
Condo Type: 2,150 SF Industrial Condo
Building SF: 38,550 SF
Price/SF: \$83.72
Pro Forma Cap Rate: -
Actual Cap Rate: -
Down Pmt: \$180,000
Pct Down: 100.0%
Doc No: 0024148
Trans Tax: -
Corner: No
Zoning: M-2, Aurora
No Tenants: 2
Percent Improved: -
Submarket: Cent E I-70/Montbello Ind
Map Page: Pierson Graphics Corp 257-Y
Parcel No: 1823-26-1-03-041
Property Type: Industrial

Income expense data

Expenses	- Taxes	\$82,822
	- Operating Expenses	
	Total Expenses	\$82,822

Listing Broker

Belefante Brokers
5910 S University Blvd
Greenwood Village, CO 80121
(303) 829-7300
Art Belefante

Buyer Broker


Metro Brokers - Carr & Co. Realty
200 Plaza Dr
Highlands Ranch, CO 80129
(303) 797-1700
Larry Carr

financing

prior sale

Date/Doc No:	8/14/2015
Sale Price:	\$230,000
CompID:	3367793

Sales Comp #2

3155 Chambers Rd, Unit I Commerce Center III Aurora, CO 80011 Class B Flex Condo of 5,221 SF Sold on 8/31/2015 for \$415,000 - Research Complete																																							
buyer Simpkins Ministries Inc 773 Imboden Rd Watkins, CO 80137 (303) 340-0507																																							
seller Resolute Investments 7374 S Alton Way Centennial, CO 80112 (303) 645-0555																																							
vital data <table border="0"> <tr> <td>Escrow/Contract: -</td> <td>Sale Price: \$415,000</td> </tr> <tr> <td>Sale Date: 8/31/2015</td> <td>Status: Full Value</td> </tr> <tr> <td>Days on Market: -</td> <td>Condo Type: 5,221 SF Flex Condo</td> </tr> <tr> <td>Exchange: No</td> <td>Building SF: 52,920 SF</td> </tr> <tr> <td>Conditions: -</td> <td>Price/SF: \$79.49</td> </tr> <tr> <td>Land Area SF: 206,039</td> <td>Pro Forma Cap Rate: -</td> </tr> <tr> <td>Acres: 4.73</td> <td>Actual Cap Rate: -</td> </tr> <tr> <td>\$/SF Land Gross: \$2.01</td> <td>Down Pmnt: \$0</td> </tr> <tr> <td>Year Built, Age: 2004 Age: 11</td> <td>Pct Down: 0.0%</td> </tr> <tr> <td>Parking Spaces: 100</td> <td>Doc No: 0072740</td> </tr> <tr> <td>Parking Ratio: 2.73/1000 SF</td> <td>Trans Tax: -</td> </tr> <tr> <td>FAR 0.26</td> <td>Corner: No</td> </tr> <tr> <td>Lot Dimensions: -</td> <td>Zoning: M-1, Aurora</td> </tr> <tr> <td>Frontage: -</td> <td>No Tenants: 5</td> </tr> <tr> <td>Tenancy: -</td> <td>Percent Improved: 79.5%</td> </tr> <tr> <td>Comp ID: 3392098</td> <td>Submarket: SW DIA/Pena Blvd Ind</td> </tr> <tr> <td></td> <td>Map Page: Pierson Graphics Corp 258-Y</td> </tr> <tr> <td></td> <td>Parcel No: 1821-30-1-04-003</td> </tr> <tr> <td></td> <td>Property Type: Flex</td> </tr> </table>			Escrow/Contract: -	Sale Price: \$415,000	Sale Date: 8/31/2015	Status: Full Value	Days on Market: -	Condo Type: 5,221 SF Flex Condo	Exchange: No	Building SF: 52,920 SF	Conditions: -	Price/SF: \$79.49	Land Area SF: 206,039	Pro Forma Cap Rate: -	Acres: 4.73	Actual Cap Rate: -	\$/SF Land Gross: \$2.01	Down Pmnt: \$0	Year Built, Age: 2004 Age: 11	Pct Down: 0.0%	Parking Spaces: 100	Doc No: 0072740	Parking Ratio: 2.73/1000 SF	Trans Tax: -	FAR 0.26	Corner: No	Lot Dimensions: -	Zoning: M-1, Aurora	Frontage: -	No Tenants: 5	Tenancy: -	Percent Improved: 79.5%	Comp ID: 3392098	Submarket: SW DIA/Pena Blvd Ind		Map Page: Pierson Graphics Corp 258-Y		Parcel No: 1821-30-1-04-003	
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	- Operating Expenses																																						
	Total Expenses	\$7,627																																					
financing 1st Citywide Banks Bal/Pmt: \$550,000		prior sale Date/Doc No: 5/13/2013 Sale Price: \$214,740 ComplD: 2751895																																					

Sales Comp #3

4455 W 58th Ave, Unit C

Bldg C - 58th & Tennyson Bus. Park
Arvada, CO 80002

Class B Warehouse Condo of 2,440 SF Sold on 1/15/2015 for
\$208,000 - Research Complete

buyer

Cooling Tower Services
4455 W 58th Ave
Arvada, CO 80002
(303) 763-2233

seller

Wyoming Ahwatukee Dream, LLC
1727 Collins St
Rock Springs, WY 82901
(307) 362-6617



vital data

Escrow/Contract: 30 days
Sale Date: 1/15/2015
Days on Market: -
Exchange: No
Conditions: -
Land Area SF: 41,382
Acres: 0.95
\$/SF Land Gross: \$5.03
Year Built, Age: 2005 Age: 9
Parking Spaces: -
Parking Ratio: 2/1000 SF
FAR 0.29
Lot Dimensions: -
Frontage: -
Tenancy: -
Comp ID: 3219742

Sale Price: \$208,000
Status: Confirmed
Condo Type: 2,440 SF Industrial Condo
Building SF: 12,200 SF
Price/SF: \$85.25
Pro Forma Cap Rate: -
Actual Cap Rate: -
Down Pmnt: \$208,000
Pct Down: 100.0%
Doc No: 0003843
Trans Tax: -
Corner: No
Zoning: -
No Tenants: 3
Percent Improved: 86.7%
Submarket: Northwest Denver Ind
Map Page: -
Parcel No: 1825-07-3-05-008
Property Type: Industrial

income expense data

Expenses	- Taxes	\$23,000
	- Operating Expenses	
	Total Expenses	\$23,000

Listing Broker

Biltmore Realty Ltd.
5655 S Yosemite St
Greenwood Village, CO 80111
(303) 721-1516
Paul Burns

Buyer Broker

No Buyer Broker on Deal

financing

prior sale

Date/Doc No:	9/12/2013
Sale Price:	-
CompID:	3033667

ASSESSMENT COMPARABLES

	Subject	Comparable #1	Comparable #2	Comparable #3	Comparable#4
Account #	R0153780	R0153779	R0153781	R0164388	R0129049
Address	6381 Beach St #B	6381 Beach St #A	6381 Beach St #D	2613 W 64th Ave #A	2530 W 63rd Ct
Building Size (sf)	4,800	2,400	2,400	2,948	6,041
2017 Actual Val	\$493,500	\$187,725	\$187,627	\$238,377	\$447,396
Value/sf	\$102.81	\$78.22	\$78.18	\$80.86	\$74.06
Year Built	2002	2002	2002	2005	2001
Use	Warehouse Condo	Warehouse Condo	Warehouse Condo	Warehouse Condo	Warehouse
Proximity		same building	same building	across street	1/2 block to east



MEISSNER ASSOCIATES

Real Estate Tax Reductions • Brokerage

CONSULTANT – EXCLUSIVE AGENCY AGREEMENT

PROPERTY OWNER/CLIENT German Enterprise LLC / Marshall
PROPERTY ADDRESS 6381 Beach St #A/B/D
COLORADO COUNTY Adams
SCHEDULE NUMBER(S) R0153779/80/81

Client agrees with Meissner Associates that for the real estate assessment year 2017, and for the biennial period 2017 and 2018, for the property referenced above, that Meissner Associates is hereby engaged and authorized to act as exclusive agent and consultant for Client, in the preparation of a real estate assessment petition for the Client to the County Board of Equalization, and if necessary, to the State of Colorado Board of Assessment Appeals. Valuation services outside of appraisal practice will be performed.

Client hereby authorizes Meissner Associates, as exclusive agent of the Client to execute and cause to be filed on behalf of Client and in the name of Client, any and all documents relating to a petition of the assessments, for the assessment year 2017 and for the remaining year of the biennial period referenced above, to the County Board of Equalization, and if necessary, to the State of Colorado Board of Assessment Appeals.

If the services of an attorney at law are required in connection with any petition referenced herein, it is the Client's option and expense to continue the petition by engaging an attorney. Meissner Associates will co-operate with the attorney in the furtherance of the petition. Meissner Associates does not perform the duties or functions of an attorney at law. Any fees payable to Meissner Associates for its services are separate and distinct from any fees payable by the Client to any attorney at law retained by the Client, are strictly contingent on assessment reductions, and are payable according to the terms of the FEE AGREEMENT.

This CONSULTANT - EXCLUSIVE AGENCY AGREEMENT terminates upon receipt by Meissner Associates of the final resolution of any petition(s) initiated during the biennial period referenced above.

Aaron Marshall

Property Owner/Client

2/14/19

Date

Date

David J. Meissner

David J. Meissner, Meissner Associates

February 13, 2019

Date

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

Account No : R0181463 Parcel No : 0172129107002
 Petition Year : 2018 Date Filed : September 19, 2019
 Owner Entity : FIORE EQUITIES LTD LLP
 Owner Address : 730 W 62ND AVE
 Owner City : DENVER State : CO
 Property Location : 6680 E. 86th Court

TYPE	OCC CODE	PETITIONER'S REQUESTED VALUES		ASSESSOR'S ASSIGNED VALUES		ORIGINAL TAX WARRANT			
		Actual Value	Assessed Value	Actual Value	Assessed Value				
REAL	474	L:		L: \$2,077,028	\$602,340	A. Ratio	29.00%		
		I:		I: \$96,752	\$28,060	Mill Levy	89.028		
TOTALS :			\$1,741,950	\$505,170		\$2,173,780	\$630,400	Oringal Tax	\$56,123

Petitioner's Statement :

Property not equalized with 2017.

Assessor's Report

Situation :

Reviewed account and it appears that, while the value is amended in RW at this time, the taxable value remained the same. In other words, no taxroll correction was made and this appears to be in error for 2018.

Action :

Made not changes to RW value at this time, as the value is correct at \$1,741,950. However, appear that only a TRC is needed to correct problem.

Recommendation :

TRC needed at \$1,741,950

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: \$2,077,028	\$602,340	L: \$1,370,261	\$397,380	\$11,148.98
		I: \$96,752	\$28,060	I: \$371,689	\$107,790	Revised Tax
TOTALS :		\$2,173,780	\$630,400	\$1,741,950	\$505,170	\$44,974.27

Appraiser

October 24, 2019

Date

Certified General Appraiser

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: September 11 2019
Month Day Year

RECEIVED

Petitioner's Name: Fiore Equities LTD LLP

SEP 19 2019

Petitioner's Mailing Address: 80 East 62nd Avenue, Suite 101

Denver
City or Town

Colorado
State

80216
Zip Code

**OFFICE OF THE
ADAMS COUNTY ASSESSOR**

SCHEDULE OR PARCEL NUMBER(S)
R0181463 (0172129107002)

PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
86th Court Industrial Park Subd Lot 3

#116060

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.)

2018 tax calculation based on valuation prior to successful abatement. Please see attached notification of successful abatement.

Petitioner's estimate of value: \$ 1,741,950 (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.

Mike E. Fiore
Petitioner's Signature

Daytime Phone Number (303) 902-2903

Email Mike@fioreandsons.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 § 39-10-114(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

Equalization

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

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

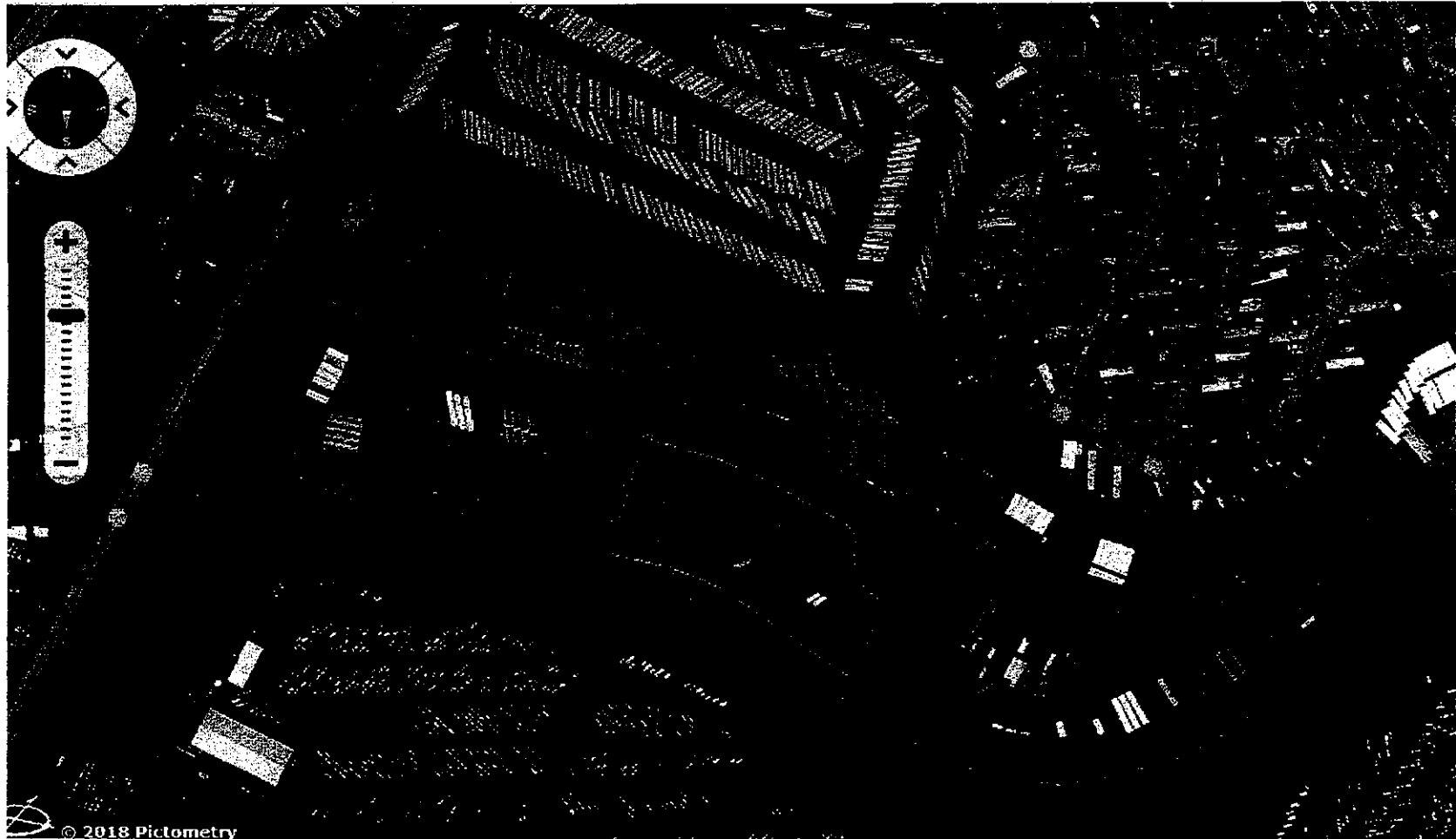
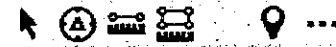
☐ Approved ☐ Approved in part \$ _____ ☐ Denied for the following reason(s):

Secretary's Signature _____

Property Tax Administrator's Signature _____

Date _____

CONNECTEXPLORER™



Tax Year 2017

Abatement 12-2018

ADAMS

Cost Breakdown Sheet

Tax Year: 2017

Account	R0181463	Imp #	1	Report Date:	11/29/2018	Initials:	EHERMANN
Imp #:	1	NBHD:	Commercial - 2 - 00	Quality:	Average	Condition:	Average
Imp Gross SF:	2160	Imp Net SF:		Perimeter:	192	Percent Complete:	100%
BlAs Order #:	1	BlAs Desc:	Modular Office	BlAs SF:	2160	Replacement Cost New (\$):	\$391,251
HVAC Type:	Forced Ai Exterior:	No. of Stories:	1	Percent Complete (x):	100.00%		\$0
Year Blt:	2012	Adj Year Blt:	2012	Story Ht:	9	RCN x Perc Complete (\$):	\$391,251
UnAdjBase \$/sf:	80.18	Cost Mult:	0.99	Local Mult:	0.98	Amateur Adj Value (-):	0.00%
Perim Mult:	0.859	# Stories Mult:	1	Story Ht Mult:	0.94	Entrepreneurial Adj Value	15.00%
MH Wall Mult:		*HVAC \$/sf:	0	*Floor \$/sf:	0	Exterior Adj Value (+):	0.00%
*Fndation \$/sf:	0	*Roof \$/sf:	0	*Energy \$/sf:	0	Interior Adj Value (+):	0.00%
Sprinkler \$/sf:	0	Sprinkler sf:	0	Sprinkler RCN:	\$0	Functional Obs Value (-):	0.00%
MH Skin \$:	0	MH Skin Init:	0	MH Skin RCN:	0	Economic Obs Value (-):	0.00%
* These \$/sf Adjustments include all Multipliers				R0181463	1	Other Obs Value (-):	0.00%
AddCode:	Detail Type:	Detail Description:	Units	\$/Unit:	RCN:	Override:	Overd \$:
12345	Add On	Gravel	2894	\$1.00	\$289,407	<input type="checkbox"/>	\$0
Total Detail RCN = RCN + Override RCN:				\$289,407	÷	\$0	
Plumbing Adjust:				\$0	Rough-In Adjust:	\$0	

Adjustments to RCNLD

Factor	
RCN Less Depr (\$):	\$430,377
NBHD Adj (x):	1.00
Market Adjusted Cost (=):	\$430,377
Final Adjusted Cost (=):	\$430,377

Land on Record
Total Value

\$2,077,028 - Not adjusted for easement see spreadsheet
\$2,507,405

Adams County Assessor's Office
Patsy Melonakis, Assessor
4430 S. Adams County Pkwy
2nd Floor, Suite C2100
Brighton, CO 80601
Telephone: 720-523-6038

STIPULATION (As to Tax Year 2017 Actual Value)

1. The property subject to this Stipulation is ~~PARCEL NO. (S):~~
0172129107002/ Schedule No. (S): R0181463
2. The subject property is classified as Commercial property.
3. The County Assessor originally assigned the following actual value to the subject property for Tax Year 2017:

Land	\$2,077,028
Improvements	\$0
Total	\$2,077,028

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 2017.

Land	\$1,370,261
Improvements	\$371,689
Total	\$1,741,950

5. By entering into this agreement, the Petitioner understands that they give up the right to further appeal the value of this property for Tax Year 2017.

DATED this 29th day of November, 2018.


Petitioner Representative(s)

FIORE EQUITIES LTD LLP
Mr. Mike Fiore
730 W 62nd Ave
Denver CO 80221
Telephone: 303-902-2903


Assessor's Representative

Edward Hermann
Adams County Assessor's Office
4430 South Adams County Pkwy
Suite C2100
Brighton Co, 80601
Telephone: 720-523-6038 ext.6713

Additional information used were taken from the subdivision plats and legal descriptions . The land department at Adams County assisted in providing the sizes for the easements.

		Net Land		1 + 2		Land Value after review		After 2nd Review	
Easement		land unimpaired		Unimpaired Value	Easement Value	Unimpaired Val	Imps+Gravel Value	With total imps	Gravel Area
Size									
467	24,690	67,265	269060.64	29628	298,689	\$	67,265	365,954	67,265
462	23,999	63,121	252484	28798.8	281,283	\$	63,121	344,404	63,121
466	47,681	128,781	515122.24	57217.2	572,339	\$	128,781	701,120	128,781
464	26,446	77,880	311520.8	31735.2	343,256	\$	215,236	558,492	57,444
465	43,592	60,821	243285.28	52310.4	295,596	\$	60,821	356,417	60,821
463	169,995	291,567	1166267.04	203994	1,370,261	\$	371,689	1,741,950	289,407
	336,403	689,435	\$2,757,740	\$403,684	\$ 3,161,424	\$	3.08	\$ 4,068,337	666,839

Adjusted to add, imps and site imps

(Red) Cost Approach used but land adjusted for easement



Statement Of Taxes Due

Account Number R0181463
Assessed To

Parcel 0172129107002
FIORE EQUITIES LTD LLP
80 E 62ND AVE UNIT 101
DENVER, CO 80216-1102

Legal Description				Situa Address	
86TH COURT INDUSTRIAL PARK SUBD LOT 3				6680 E 86TH CT 000000000	
Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2018	\$56,123.26	\$0.00	\$0.00	\$0.00	\$56,123.26
Total Tax Charge					\$56,123.26
Grand Total Due as of 04/04/2019					\$56,123.26

Tax Billed at 2018 Rates for Tax Area 215 - 215

Authority	Mill Levy	Amount	Values	Actual	Assessed
RANGEVIEW LIBRARY DISTRICT	3.6660000	\$2,311.05	COMM LND OFFICES	<u>\$2,077,028</u>	\$602,340
FIRE DISTRICT 4	14.7500000	\$9,298.40	OFFICES	<u>\$96,752</u>	\$28,060
GENERAL	22.6400000	\$14,272.25	Total	\$2,173,780	\$630,400
RETIREMENT	0.3140000	\$197.95			
ROAD/BRIDGE	1.3000000	\$819.52			
DEVELOPMENTALLY DISABLED	0.2570000	\$162.01			
SD 14 BOND	8.8370000	\$5,570.85			
SD 14 GENERAL	31.3770000	\$19,780.06			
SOUTH ADAMS WATER & SANITAT	2.7140000*	\$1,710.91			
URBAN DRAINAGE SOUTH PLATTE	0.0940000*	\$59.26			
URBAN DRAINAGE & FLOOD CONT	0.7260000*	\$457.67			
SOCIAL SERVICES	2.3530000	\$1,483.33			
Taxes Billed 2018	89.0280000	\$56,123.26			

* Credit Levy

Tax amounts are subject to change due to endorsement, advertising, or fees.
Please call the office to confirm amount due after August 1st.

All Tax Lien Redemption payments must be made with cash or cashier's check.

Adams County Treasurer
4430 S Adams County Parkway Suite C2436
Brighton, CO 80601
720-523-6160

NEW SATELLITE OFFICE
11860 Pecos Street
Westminster, CO 80234
Mon, Tue, Wed, Thur 7:30 am - 5 pm



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 10, 2019
SUBJECT: Urban Area Security Initiative IGA
FROM: Ron Sigman, Emergency Manager
AGENCY/DEPARTMENT: Community Safety and Well-Being
HEARD AT STUDY SESSION ON: November 12, 2019 during AIR
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the resolution.

BACKGROUND:

The Urban Area Security Initiative grant program (UASI), is a Federal grant passed through the Department of Homeland Security. The purpose of the UASI program is to assist high-threat, high-density Urban Areas in efforts to build, sustain, and deliver capabilities necessary to prevent, protect against, mitigate, respond to, and recover from acts of terrorism.

UASI grants are awarded across the nation to urban areas based on threat and risk factors that are determined by the Department of Homeland Security. The UASI borders are determined in part by established Metropolitan Statistical Areas. UASI funding is awarded to urban areas to assist them in preventing, preparing for, responding to and recovering from terrorist acts. Denver has been an awarded UASI since 2003 and has received over \$60 million dollars in UASI funding. This funding has been used in a variety of ways, including but not limited to:

- Interoperability projects
- Training and Exercising for first responders
- Equipment for first responders
- Planning projects throughout the region

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

City and County of Denver as fiscal agent of the Denver UASI grant program

ATTACHED DOCUMENTS:

Resolution

IGA

FISCAL IMPACT:

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

Fund:**Cost Center:**

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

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

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN
ADAMS COUNTY AND THE CITY AND COUNTY OF DENVER AS FISCAL AGENT FOR
THE DENVER URBAN AREA SECURITY INITIATIVE GRANT PROGRAM

WHEREAS, the 2002 Homeland Security Act established the Homeland Security Grant Program and Denver has been identified as an eligible candidate for the Urban Area Security Initiative (UASI) program since the 2003 funding cycle; and,

WHEREAS, Denver, as the Core City and County of the UASI program within the State of Colorado is the fiscal agent and fiduciary authority of the UASI program award and thereby solely responsible for ensuring compliance with 2CFR 200; and,

WHEREAS, the purpose of this Agreement is to provide for the distribution of UASI grant funds for goods and services through planning, organizing, equipping, training, and exercising activities to eligible entities; and,

WHEREAS, by means of the attached Intergovernmental Agreement, the Board of County Commissioners wishes to remain eligible for the distribution of UASI grant funds.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Intergovernmental Agreement between Adams County and the City and County of Denver, attached hereto and incorporated herein by this reference is hereby approved.

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

INTERGOVERNMENTAL AGREEMENT
Urban Area Security Initiative
Adams County
4430 S Adams County Parkway
Brighton, Colorado 80601
MOOEM-201952299

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado ("Denver") and Adams County, located at 4430 S Adams County Parkway, Brighton, Colorado 80601 ("Agency").

RECITALS

- A. In 2002, the Homeland Security Act established the Homeland Security Grant Program. Denver has been identified as an eligible candidate of the Urban Area Security Initiative ("UASI") program since the 2003 funding cycle.
- B. Denver's continued eligibility has been determined through an analysis of relative risk to terrorism faced by the 100 most populous Metropolitan Statistical Areas ("MSAs") in the United States. Federal guidance mandates award by the state to the designated local recipient identified in congressional appropriations.
- C. The purpose of the UASI program is to assist high-threat, high-density Urban Areas in efforts to build, sustain, and deliver the capabilities necessary to prevent, protect against, mitigate, respond to, and recover from acts of terrorism. UASI funding can be used to enhance preparedness for other catastrophic events, e.g., hurricanes and wildfires as long as such use of the funds has a nexus to preventing, preparing for, protecting against, and responding to terrorism.
- D. Participation in the UASI program requires that all parties fully implement the National Incident Management System ("NIMS") and National Preparedness Doctrine to include development across the Core Capabilities as defined by FEMA's National Preparedness Goal of 2015 or future iterations thereof.
- E. The U.S. Department of Homeland Security (DHS) requires high-risk Urban Areas to complete a Threat and Hazard Identification Risk Assessment ("THIRA") every three years and Stakeholder Preparedness Review (SPR) annually and to prioritize grant funding to support closing capability gaps identified in this process.
- F. Agencies entering into this Agreement are considered by Denver as project awardees.

NOW, THEREFORE, the parties hereby agree as follows:

- 1. The Recitals are hereby expressly incorporated into this Agreement.
- 2. **PURPOSE**

The purpose of this Agreement is to provide for the distribution of UASI grant funds for

INTERGOVERNMENTAL AGREEMENT
Urban Area Security Initiative
Adams County
4430 S Adams County Parkway
Brighton, Colorado 80601
MOOEM-201952299

goods and services through planning, organizing, equipping, training and exercising (POETE) activities to eligible entities, and to further the purposes of the UASI program. At the time of execution of this Agreement, the parties anticipate that the UASI grant will be used to fund POETE activities for goods and services to close gaps in the Core Capabilities. This Agreement is subject to the terms of the current, and any future version, FY UASI Notice of Funding Opportunity (NOFO). This Agreement may be amended to include future grant activities authorized by applicable grant guidance. Future amendments must be signed by a person(s) duly authorized to validly bind eligible entities prior to new POETE activities commencing.

3. DEFINITIONS.

- a. *Capability and Capabilities* refer to the Core Capabilities across 5 mission areas defined by FEMA's National Preparedness Goal of 2015 or future iterations thereof.
- b. *Core City* is defined by the UASI grants as the City and County of Denver.
- c. *Core County* is defined by the UASI grants as the City and County of Denver.
- d. All references to *Grant Agreement(s)* or *grant agreement(s)* means the Colorado Department of Public Safety, Division of Homeland Security and Emergency Management ("DHSEM") Agreement between Denver and the Colorado Department of Public Safety, including amendments thereto, and any earlier and later agreements, through which U.S. DHS UASI grants were or are passed through from the State to Denver that are used to fund this Agreement.
- e. *Incident* or *Incidents* mean emergencies resulting from man-made, technological or natural hazards or threats including all terrorist attacks involving chemical, biological, radiological, nuclear, explosive (CBRNE), incendiary, electromagnetic, or cyber weapons.
- f. *Include, includes, and including* are to be read as if followed by the words "without limitation" unless specifically qualified by words of limitation.
- g. *Fiscal Risk Assessment* refers to a document completed by the Project Awardee that is used by the City and County of Denver to determine if the Project Awardee has the financial and administrative ability to maintain and support any goods and services they may receive through the UASI grant process.
- h. *Mission Area(s)* are defined by national Preparedness Goal 2015 as Protection, Prevention, Mitigation, Response, and Recovery.

INTERGOVERNMENTAL AGREEMENT
Urban Area Security Initiative
Adams County
4430 S Adams County Parkway
Brighton, Colorado 80601
MOOEM-201952299

- i. *Party* and *parties*, regardless of whether capitalized, refer only to the named parties to this Agreement.
- j. *POETE* means Planning, Organization, Equipment, Training and Exercise activities.
- k. *Project Awardee* means a North Central All-Hazards Region Jurisdiction or Agency that receives a subaward from the Denver UASI program to carry out part of this program.
- l. *SPR* means Stakeholder Preparedness Review as defined by Comprehensive Preparedness Guide 201 version 3 published in May 2017 or future iterations thereof.
- m. *State* means the State of Colorado.
- n. *State Administrative Agency Point of Contact* means the person designated by the Governor of the State of Colorado to be responsible for the management of the UASI program or such other person of the State agency, department, or division duly designated by the State.
- o. *TEPW* as defined by the Colorado Division of Homeland Security and Emergency Management is the Training and Exercise Plan Workshop.
- p. *THIRA* means Threat and Hazard Identification and Risk Assessment as defined by Comprehensive Preparedness Guide 201 version 3 published in May 2017 or future versions thereof.
- q. *UASI* means Urban Area Security Initiative.
- r. *U.S. DHS* means the United States Department of Homeland Security.
- s. *Urban Area* means the City and County of Denver and surrounding governmental and quasi-governmental jurisdictions that provide homeland security, emergency management, or capabilities defined under the National Preparedness Goal.

4. ROLES AND RESPONSIBILITIES.

- a. Denver, as the Core City and County of the UASI program, within the State of Colorado:
 - i. Is the fiscal agent and fiduciary authority of the UASI program award, and thereby solely responsible for ensuring compliance with 2 CFR 200

INTERGOVERNMENTAL AGREEMENT
Urban Area Security Initiative
Adams County
4430 S Adams County Parkway
Brighton, Colorado 80601
MOOEM-201952299

- Uniform Administrative Requirements, Cost principles and Audit Requirements for Federal Awards Uniform Guidance issued by the Federal Office of Management and Budget (“OMB”), including review of fiscal risk on the Agency and determining eligibility for current and future UASI funding.

- ii. Shall serve as the sole procurement and coordination agency for goods and services provided under the UASI program, unless Denver determines a joint procurement and/or coordination process is beneficial for completing a UASI-funded activity. Procurement and/or coordination of goods and services shall be made in accordance with the budget and Denver’s own procurement laws, regulations, and policies.

b. Agency shall:

- i. Complete a Denver fiscal risk assessment prior to receiving UASI grant funded goods and services, if required.
- ii. Participate in the UASI THIRA/SPR process, including completion of provided forms and requests for information
- iii. Comply with all terms of each grant agreement and UASI grants from which it receives any goods and services, including reimbursement for any reason.
- iv. Make available for inspection and monitoring all goods provided by the UASI grant program and provide any related maintenance records or documentation.
- v. Concur that this Agreement does not warrant or guarantee entities will receive any specific amount of goods, services, or reimbursement. The Agency understands that it may receive goods, services, or reimbursement depending upon the approved budget and the Agency’s ability to take advantage of the goods and services in a timely manner.
- vi. Participate in UASI regional planning and inter-agency coordination activities.
- vii. Assign a project point of contact to act as the Agency representative for all aspects of any UASI funded goods and services that directly involve the Agency.

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- viii. Accept title to and/or delivery of goods at the place designated by the purchase order or contract, and assume the risk of loss, in accordance with the terms applicable to a particular shipment or delivery of equipment or other tangible goods.
- ix. Notify the UASI program staff upon receipt of goods and services, including providing any documentation requested by UASI staff and tagging equipment with UASI tags as provided for by the UASI program office.
- x. Accept goods or services provided to it under this Agreement; provided that the Agency shall retain all legal and equitable rights and remedies against a vendor, supplier, or manufacturer for non-conforming or defective goods or services.
- xi. Repair and maintain all equipment and other tangible goods provided to Agency under this Agreement in good working order for the reasonably expected life-cycle of such equipment and other tangible goods, ordinary use, wear and tear excepted, and to prevent them from becoming spoiled, deteriorated, defective, lost, stolen or obsolete.
- xii. Maintain all records on equipment and tangible goods that may be required by the terms of the UASI grant agreements, State and Federal laws, rules and regulations, or by Denver, including but not limited to maintenance records, depreciation schedules, physical location, and condition reports.
- xiii. Provide all supplemental documentation that may be required by Denver, including but not limited to completed inventory request forms as provided by the UASI, police reports for stolen equipment or goods, advanced written notification requesting permission to transfer, sell, or dispose of equipment or other tangible goods procured with UASI funds.
- xiv. Respond to Incidents utilizing the equipment and other tangible goods provided for, or reimbursed under this Agreement, including replacement of supplies and equipment acquired in accordance with this Agreement, and utilizing trained personnel as requested and reasonably available.
- xv. Participate in the annual UASI TEPW and complete requested documentation for the workshops.

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- xvi. Make its personnel and equipment or other tangible goods procured with funds from UASI grants reasonably available for training and exercise, and response to Incident based on requests from any UASI entity, the State, or U.S. DHS.
- xvii. Make its personnel, trained through UASI funded Train-the-Trainer courses, reasonably available to the region to provide additional trainings as requested.
- xviii. Test and train appropriate responsible persons, and participate in regional trainings and exercises, on use of equipment and other tangible goods in simulated exercises, including those done independently and through the Urban Area.

Funding activities:

- xix. Provide a cash match as agreed to in the Agency's submitted grant application(s). The Agency shall pay this amount directly to Denver, prior to Denver beginning procurement. The Agency will pay the match invoice within thirty (30) days of receipt of the invoice from Denver. Failure to pay within thirty (30) days of receiving the match invoice under this Agreement shall constitute a material breach of this Agreement.

5. **APPROPRIATIONS.** Denver's obligations under this Agreement or any renewal extend only to monies appropriated for the purpose of this Agreement by the Denver City Council, paid into Denver Treasury, and encumbered for the purposes of this Agreement. By execution of this Agreement, neither party irrevocably pledges present cash reserves for payments in future fiscal years and this Agreement does not, and is not intended to, create a multiple-fiscal year direct or indirect debt or financial obligation of either party. Denver's obligations under this Agreement are further limited to the funds made available pursuant to the UASI Grant and budget approved by the Urban Area Working Group for fulfilling the purposes of this Agreement.
6. **TAXES, CHARGES, AND PENALTIES.** Denver shall not pay or be liable for any claimed interest, late charges, fees, taxes, or penalties of any nature, except as required by Denver's Revised Municipal Code.
7. **EXECUTIVE AND LIAISON.** Denver's point of contact for the UASI grants is the Executive Director of the Mayor's Office of Emergency Management and Homeland Security ("Director"), who will serve as Chair of the Urban Area Working Group. During the term of this Agreement, eligible entities shall fully coordinate all activities

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and obligations related to or arising out of this Agreement with Denver, including the Director, or as otherwise directed by Denver.

8. **TERM AND TERMINATION.** The term of the Agreement is from date of full execution and terminates on December 31, 2025. Denver may terminate this Agreement, or any part thereof, for the reasons and in the manner provided in any UASI Grant funding this Agreement.
9. **DISCLAIMER OF WARRANTIES. THE GOODS PROVIDED BY DENVER UNDER THIS AGREEMENT ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND FROM DENVER, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY DENVER, ITS AFFILIATES, OR ITS CONTRACTORS, OR THEIR RESPECTIVE EMPLOYEES WILL CREATE ANY WARRANTY FROM DENVER. DENVER IS NOT RESPONSIBLE FOR ANY DEFECTS OR DAMAGES RESULTING FROM MISHANDLING, ABUSE, MISUSE, ACCIDENT, ELECTRICAL POWER SURGES OR CURRENT FLUCTUATIONS, FORCE MAJEURE EVENT, IMPROPER STORAGE OR OPERATION, INCLUDING USE IN CONJUNCTION WITH EQUIPMENT ELECTRICALLY OR MECHANICALLY INCOMPATIBLE WITH OR OF INFERIOR QUALITY TO THE SUPPLIED GOODS OR FAILURE TO MAINTAIN THE ENVIRONMENTAL CONDITIONS SPECIFIED BY THE MANUFACTURER OR LICENSOR. ANY WARRANTIES ASSOCIATES WITH THE GOODS ARE SOLELY THOSE PROVIDED BY THE MANUFACTURER OR SELLER OF THE GOODS DIRECTLY TO AGENCY.**
10. **WHEN RIGHTS AND REMEDIES NOT WAIVED.** In no event will performance by a party constitute or be construed to be a waiver by that party of any breach of term, covenant, or condition or any default that may then exist on the part of the other party, and the tender of any such performance when any breach or default exists (or is claimed to exist) impairs or prejudices any right or remedy available to the other party with respect to the breach or default. No assent, expressed or implied, to any breach of any one or more terms, covenants, or conditions of this Agreement is or may be construed to be a waiver of any succeeding or other breach.
11. **CONFLICT OF INTEREST.** No employee of either party has or may have any personal or beneficial interest whatsoever in the services or property described herein. The Agency shall not knowingly hire or contract for services with any employee or officer of Denver that would result in any violation of the Denver Revised Municipal

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Code, Chapter 2, Article IV, Code of Ethics, or Denver City Charter provisions 1.2.8, 1.2.9, 1.2.12.

- 12. STATUS OF PARTIES.** Neither party is an employee of the other; no officer, employee, agent or contractor of one party is an officer, employee, agent, or contractor of the other party for any purpose, including unemployment compensation and workers' compensation.
- 13. EXAMINATION OF RECORDS.** The Agency shall retain for at least three (3) years from the date of submission of the final expenditure report or until equipment has depreciated in value below \$5000.00, whichever is longer, all records related to this Agreement, including documentation and records for equipment, other tangible goods, funding, or services provided for under this Agreement and expenses incurred arising out of this Agreement. Any duly authorized representative of the federal government, state government or Denver, including Denver's Auditor or his representative have upon reasonable notice access to and the right to examine any directly pertinent books, documents, papers and records of entities related to this Agreement, until the expiration of three (3) years after the end of the State of Colorado fiscal year that includes the end of the UASI grant agreement(s). In the event any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three-year period, the Agency shall retain the records until completion of the action and resolution of all issues that arise from it, or until the end of the three-year period, whichever is later.
- 14. ASSIGNMENT AND SUBCONTRACTING.** Agency covenants and agrees that it will not assign or transfer its rights hereunder without first obtaining the written consent of the Executive Director of the Office of Emergency Management. Any attempts by Agency to assign or transfer its rights hereunder without such prior written consent of the Executive Director shall, at the option of said Executive Director, automatically terminate this Agreement and all rights of Agency hereunder. Such consent may be granted or denied at the sole and absolute discretion of said Executive Director. A change in control of Agency shall not constitute and assignment hereunder.
- 15. NO THIRD-PARTY BENEFICIARY.** The enforcement of this Agreement, and all rights of action relating to enforcement, are strictly reserved to the parties. Nothing in this Agreement gives or allows any claim or right of action by any person or other entity on this Agreement, including subcontractors and suppliers. Any person who or other entity other than the parties that receives services or benefits under this Agreement is an incidental beneficiary only.
- 16. GOVERNING LAW; VENUE.** Each term, provision, and condition of this Agreement is subject to the provisions of Colorado law, the Charter of the City and County of Denver, and the ordinances, and regulations enacted pursuant thereto.

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Unless otherwise specified, any general or specific reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders (including memoranda thereto), or contracts, means statutes, laws, regulations, charter or code provisions, ordinances, and executive orders (including memoranda thereto) and contract as amended or supplemented from time to time and any corresponding provisions of successor statutes, laws, regulations, charter or code provisions, ordinances, or executive orders (including memoranda thereto) and contracts. Venue for any legal action relating to or arising out of this Agreement will be in the District Court of the Second Judicial District of the State of Colorado.

17. **SEVERABILITY**. Except for the provisions of this Agreement requiring appropriation of funds, if a court of competent jurisdiction finds any provision of this Agreement or any portion thereof to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.
18. **PARAGRAPH HEADINGS**. The captions and headings set forth in this Agreement are for convenience of reference only and do neither define nor limit its terms and may not be construed to do so.
19. **SURVIVAL OF CERTAIN PROVISIONS**. The terms of this Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of this Agreement survive this Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Agency's obligations to indemnify Denver, shall to the extent permitted by law, survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.
20. **NOTICES**. Notices concerning termination of this Agreement, alleged or actual, violation(s) of the terms or conditions of this Agreement, and notices of similar importance, as well as bills, invoices, or reports required under this Agreement, must be mailed by United States mail, postage prepaid, if to the Agency at its address written above, and if to Denver at the addresses listed below. Notices must be delivered by prepaid U.S. mail and become effective three (3) days after deposit with the U.S. Postal Service. The parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but these substitutions are not effective until actual receipt of written notification.

City and County of Denver
Mayor's Office of Emergency Management

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101 W Colfax Ave. 7th Floor
Denver, Colorado 80202
Attn: UASI Program Manager

With copies of termination and violation notices to:

Office of the Mayor
1437 Bannock Street, Room 350
Denver, Colorado 80202

Denver City Attorney's Office
1437 Bannock Street, Room 353
Denver, Colorado 80202

21. **COLORADO GOVERNMENTAL IMMUNITY ACT:** Neither party shall have any liability or responsibility to anyone for any act or omission of the other. Each party will be liable for the actions and omissions of its respective officers, agents, employees and subcontractors, to the extent provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.* Nothing in this Section or any other provision of this Agreement or any Exhibit shall be construed as a waiver of the notice requirements, defenses, immunities and limitations the City or Agency may have under the Colorado Governmental Immunity Act or to any other defenses, immunities, or limitations of liability available to the City or Contractor by law.
22. **DISPUTES.** All disputes of any nature between Denver and the Agency regarding this Agreement will be resolved by the administrative hearings pursuant to Denver Revised Municipal Code 56-106(b)-(f). For purposes of that procedure, the Executive Director of the Office of Emergency Management is the Denver official to render a final determination.
23. **ORDER OF PRECEDENCE.** In the event of any conflict between the terms contained in the numbered sections, including subparts to them, of this Agreement and those of any exhibit such that the full effect cannot be given to both or all provisions, then the terms contained in the numbered sections, including subparts to them, of this Agreement control.
24. **AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS.** This Agreement is the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion or other amendment has any force or effect, unless embodied herein in writing. Amendments to this Agreement will become effective when approved by both parties and executed in the same manner as this Agreement.

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25. LEGAL AUTHORITY. The parties represent and assure that each possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action necessary, to enter into this Agreement. The persons or person signing and executing this Agreement on behalf of a party, represent(s) that he or she is fully authorized to execute this Agreement on behalf of their jurisdiction and to validly and legally bind their jurisdiction to all the terms, performances, and provisions herein set forth. If there is a dispute as to the legal authority of either the Agency or the person signing this Agreement to enter into this Agreement, at its option, Denver may temporarily suspend or permanently terminate this Agreement or both. Denver will not be obligated to perform any of the provisions of this Agreement after it has suspended or terminated this Agreement as provided in this Agreement.

26. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS. The parties consent to the use of electronic signatures by Denver and the Agency. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by Denver in the manner specified by Denver, and by the Agency. The parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

Contract Control Number: MOOEM-201952299-00
Contractor Name: ADAMS COUNTY

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at
Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

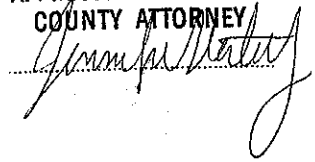
MOOEM-201952299-00
ADAMS COUNTY

By: _____

Name: _____
(please print)

Title: _____
(please print)

APPROVED AS TO FORM
COUNTY ATTORNEY



ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 10, 2019
SUBJECT: Ditch Crossing – Sewage Lagoon Decommissioning
FROM: Nicci Beauprez, Land & Asset Coordinator
AGENCY/DEPARTMENT: Facilities & Fleet Management
HEARD AT STUDY SESSION ON:
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the Crossing Agreement for the temporary sewer bypass pipe for decommissioning of the Sewage Lagoon

BACKGROUND:

April 2019, The County approved a special connectors agreement with Metro Wastewater Reclamation District (the District) for Riverdale Regional Park (RRP). The connectors agreement provides RRP with capacity to be served by the District for purposes of sewer transportation versus onsite lift stations and sewage Lagoon (Lagoon). Decommissioning of the Lagoon will result in connecting the Parks sewage to the District. This project requires crossing the New Brantner Canal with temporary pipe. The Crossing Agreement authorizes the County to install a temporary pipe (6" PVC) for sanitary sewer bypass within in a secondary containment pipe (12" Galvanized Steel) for the fee of \$3,000 including any professional fees incurred by New Brantner Extension Ditch Company with the request and subject to those specific details in the attached agreement.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Facilities & Fleet Management
Parks & Open Space

ATTACHED DOCUMENTS:

Crossing Agreement
Resolution

FISCAL IMPACT:

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

Fund: 1**Cost Center: 5012**

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	7685	50121801	950,000
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			950,000

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING THE CROSSING AGREEMENT BETWEEN ADAMS
COUNTY AND THE NEW BRANTNER EXTENSION DITCH COMPANY

WHEREAS, Adams County owns land located in Unincorporated Adams County within the Riverdale Regional Park; and,

WHEREAS, by means of the attached Crossing Agreement, Adams County intends to install temporary pipe for sewage bypass crossing at the New Brantner Canal to allow its Sewage Lagoon to be decommissioned; and,

WHEREAS, the New Brantner Extension Ditch Company fee for the crossings is three thousand dollars (\$3,000).

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Crossing agreement between Adams County and the New Brantner Extension Ditch Company, a copy of which is attached hereto, is hereby approved.

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

CROSSING AGREEMENT

1. PARTIES. The parties to this Agreement are the **New Brantner Extension Ditch Company**, a Colorado mutual Canal company ("New Brantner"), and **Adams County** (the "Licensee"). New Brantner and Licensee are jointly referred to as the Parties.

2. RECITALS. The Licensee desires to obtain the permission of New Brantner for a single installation of a temporary six inch (6") heavy duty lay-flat PVC pipeline for sanitary sewer bypass with a secondary containment twelve inch (12") pipe made of galvanized steel (the "Temporary Pipeline") across the New Brantner Canal. Licensee owns or has acquired the right to utilize property located in the NE ¼, Section 27, Township 1 South, Range 67 West, 6th Principal Meridian, Adams County, Colorado in an area described more specifically in attached **Exhibit A**. New Brantner agrees to permit the proposed installation, subject to the terms, conditions, covenants and agreements set forth in this Agreement. Accordingly, in consideration of the mutual promises set forth in this Agreement, the Parties covenant and agree as follows:

3. CONSTRUCTION.

3.1 Pursuant to the terms of this Agreement, the Licensee is granted a license to cross the Canal during this single event with the Temporary Pipeline (the "Installation") pursuant to the plans and specifications approved by New Brantner and attached hereto as **Exhibit B**. New Brantner's review of the plans and specifications is solely for its own benefit and creates no obligation on New Brantner.

3.2 There shall be no disturbance or damage made to the Canal, bottoms, sides, banks, and associated eighty feet (80') easement. Should any disturbance occur to the canal, bottoms, sides, banks or easement, repairs shall be made immediately (or as soon as practical) such that any area impacted shall be restored to its original condition so the flow of water in the Canal runs at the original amount and velocity. Any and all fencing and other facilities appurtenant to New Brantner's easement shall be replaced in a condition at least equal to the condition of such facilities and appurtenances prior to construction. No above ground structures (other than the Installation) shall be erected in the Canal easement. The Ditch Company President and Ditch Superintendent should be contacted immediately should any damage or disturbance occur.

3.3 The Licensee shall take all reasonable steps to avoid spilling any dirt, debris or other foreign material into the Canal. In the event that dirt, debris or other foreign material is spilled into the Canal, the Licensee agrees to completely clean the affected portions of the Canal.

3.4 The Licensee agrees that the Installation shall proceed expeditiously and with reasonable diligence from the commencement of construction to its completion. The construction of the Installation shall commence and be fully removed before April 1, 2020. If construction of the Installation has not been commenced by April 1, 2020 this Agreement expires and is of no force or effect. If crossing is in place by April 1, 2020 but not removed, liquidated damages of Five Hundred Dollars (\$500.00) per day shall be applied until the

crossing is removed and approved by New Brantner, except during that period of time after the crossing is removed and Licensee is awaiting approval from New Brantner.

3.5 If the Licensee's construction or maintenance interrupts New Brantner's water supply for any reason, the liquidated damages shall be increased to One Thousand Dollars (\$1,000.00) per day until delivery of water supply is restored.

3.6 Licensee is responsible, at its own expense, for obtaining all local, state and federal permits or approvals and for compliance with all local, state and federal laws and regulations including but not limited to land use and environmental laws and regulations, and specifically including the Endangered Species Act, prior to beginning construction. Licensee shall indemnify New Brantner for any and all costs, damages, fines and fees, including reasonable attorneys' fees incurred by New Brantner as a result of Licensee's failure to obtain such permits or approvals or failure to comply with all applicable laws and regulations.

4. LICENSE FEE. Licensee shall pay to New Brantner a license fee of Three Thousand Dollars (\$3,000.00). The license fee shall be paid prior to the commencement of the Licensee's construction. This license fee shall be in addition to any other costs for which the Licensee is responsible pursuant to this Agreement including attorney and engineering fees as mentioned in ¶6.

5. INSPECTION.

5.1 The Licensee shall notify New Brantner at least five (5) days prior to the commencement of the installation or repair of the installation, permitted by this Agreement, except for emergency repairs which are provided for in ¶7 of this Agreement. New Brantner is permitted to inspect the Installation or repairs to the Installation during construction. Upon completion of the installation or repairs to the Installation, New Brantner may inspect the Installation.

5.2 New Brantner's right to inspect the Licensee's Installation or repairs to the Installation in no way relieves the Licensee of its liability for improper installation. New Brantner's inspection is solely for the benefit of New Brantner and creates no obligation to New Brantner.

6. REIMBURSEMENT OF EXPENSES.

6.1 The Licensee agrees to reimburse New Brantner (or pay directly) for all reasonable engineering and legal costs incurred by New Brantner in preparing and approving this Agreement and the costs of inspection as described in ¶5. Costs chargeable to the Licensee shall be paid within 30 days of the date on which Licensee receives the billing statement.

6.2 Statements for the costs chargeable to the Licensee hereunder will be forwarded to the Licensee and the same shall be paid to New Brantner within 30 days after the date on which Licensee receives the billing statement. If payment has not been received by New Brantner within said 30 days, New Brantner may institute legal proceedings to collect the amount due and owing. In such proceeding, New Brantner shall be entitled to its costs and reasonable attorneys' fees from the Licensee.

7. MAINTENANCE.

7.1 The Licensee specifically agrees and pledges to maintain and repair the Installation described in **Exhibit B** so as not to require New Brantner to maintain or repair it. If the Licensee fails to properly maintain or repair any portion of the Installation for which it is responsible after ten days' notice of the need for same, New Brantner may, at its own option, conduct its own reasonable maintenance or repair, and the Licensee shall reimburse New Brantner for the cost of such work within 30 days. In the event the Licensee fails to maintain or repair the Installation, it shall be held liable for any loss, damage or injury to New Brantner. If New Brantner conducts its own maintenance, repair or replacement, it does not waive the right to hold Licensee liable for damages caused by the Licensee's failure to maintain, repair or replace.

7.2 In the event of an emergency, New Brantner or the Licensee may conduct maintenance or repair immediately, giving notice to the other party as soon as possible at the emergency contacts identified in ¶11. If New Brantner conducts emergency work attributable to the Installation, it shall be reimbursed for the actual cost of the work. Under no circumstances shall New Brantner be responsible or held liable for damages to the installation resulting from the maintenance or repair to the Canal performed in accordance with the Bylaws of New Brantner.

8. WATER LOSS. The Licensee agrees that the Installation will not increase carriage or transit loss over the loss which occurred historically. The Licensee agrees to compact earth materials so that such additional water losses will not occur. If the Licensee's Installation increases carriage or transit loss in the Canal, the Licensee agrees to repair the construction to prevent such additional loss.

9. LIABILITY.

9.1 By virtue of entering into this Agreement, New Brantner; (1) assumes no liability for the use, operation, or existence of the Licensee's Installation; and (2) assumes no additional responsibilities or obligations related to the Licensee's future or additional activities in the area described in **Exhibit A** which are required by this Agreement.

10. EASEMENT RIGHTS. The License granted to the Licensee herein in no way restricts New Brantner's right to the use of its easement to construct, operate, or maintain all existing structures and facilities of the Canal provided New Brantner's exercise of such rights shall not unreasonably interfere with the rights granted to Licensee hereunder.

11. NOTICES. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified or registered mail, postage and fees prepaid, addressed to the party to whom such notice is intended to be given at the address set forth below, or at such other address as has been previously furnished in writing to the other party or parties. Such notices shall be deemed to have been given when deposited in the U.S. mail.

CANAL COMPANY:

New Brantner Extension Ditch Company
P.O. Box 739
Ft. Lupton, Colorado 80621

COPY TO:

Law Offices of Brice Steele, P.C.
Attn. Brice Steele, Esq.
25 South 4th Avenue
Brighton, CO 80601

LICENSEE:

Adams County
4430 S. Adams County Parkway
Brighton, Colorado 80601
Attn: Facilities & Fleet Mgmt
Project Manager – RC/NB

COPY TO:

Adams County, Attorney's Office
4430 S. Adams County Parkway, C5000
Brighton, CO 80601

12. WAIVER OF BREACH. The waiver by any party to this Agreement of a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.

13. EXHIBITS. All exhibits referred to in this Agreement are, by reference, incorporated into this Agreement for all purposes.

14. ATTORNEYS' FEES. If any party breaches this Agreement, the breaching party shall pay all of the non-breaching party's reasonable attorneys' fees and costs in enforcing this Agreement whether or not legal proceedings are instituted.

CANAL COMPANY

By: 

Title: Board President

Date: 11/4/19

ATTEST:

By: 

Title: Secretary

LICENSEE

By _____
Signature

Name _____

Title

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed and sworn to before me this ____ day of _____, 20__, by _____ as _____ for _____.

Witness my hand and official seal.

My commission expires: _____.

By _____
Notary Public

Exhibit A

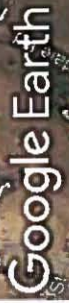
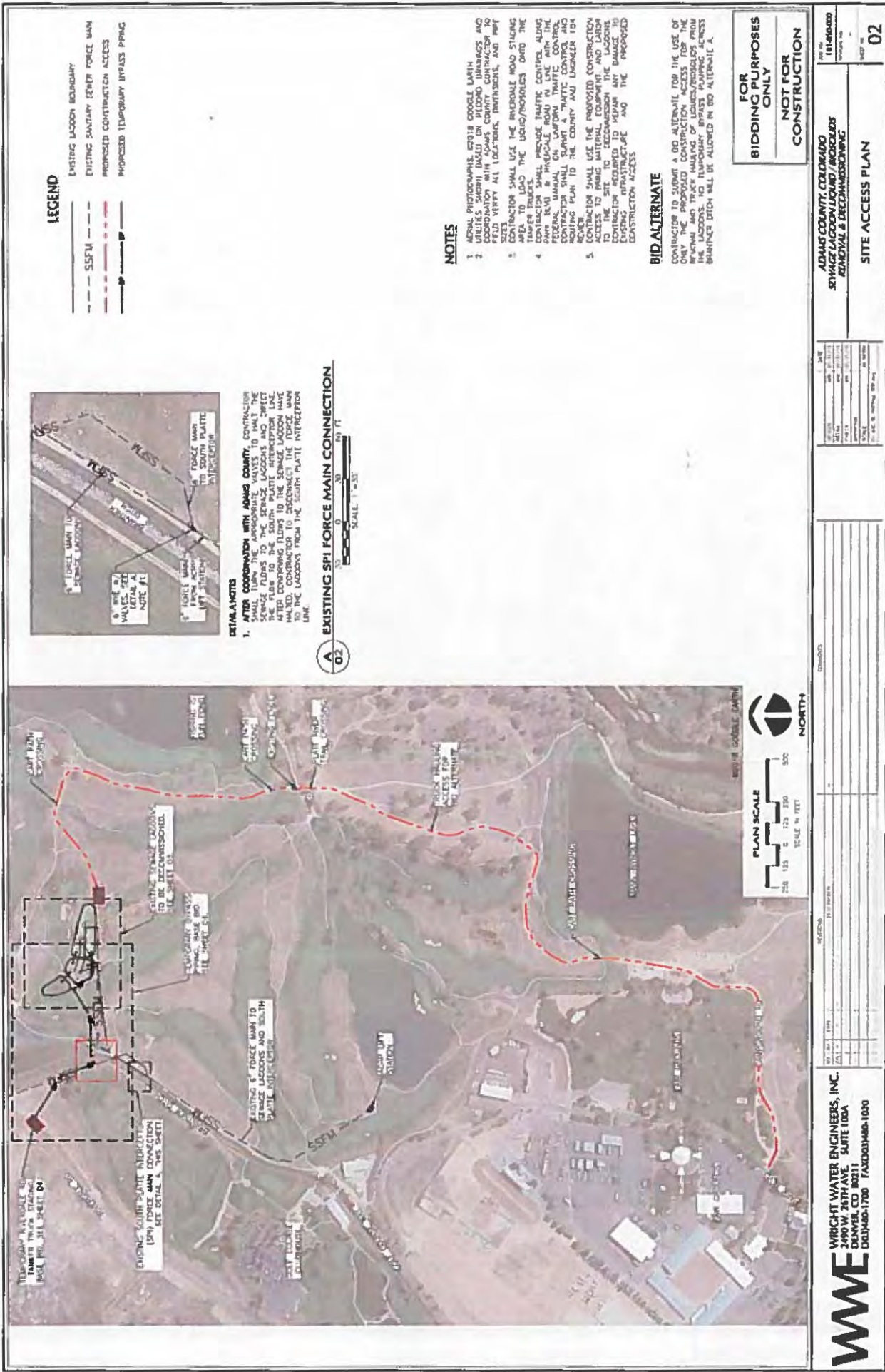


Exhibit A



- LEGEND**
- EXISTING LAGOON BOUNDARY
 - EXISTING SANITARY (SEWER) FORCE MAIN
 - PROPOSED CONSTRUCTION ACCESS
 - PROPOSED TEMPORARY BYPASS PUMP



DETAIL A NOTES

1. AFTER COORDINATION WITH ADAMS COUNTY, CONTRACTOR SHALL TURN THE APPROPRIATE VALVES TO HALT THE SEWER FLOWS TO THE SENSITIVE LAGOONS AND DIRECT THE FLOWS TO THE SENSITIVE LAGOON. AFTER COORDINATION WITH ADAMS COUNTY, CONTRACTOR SHALL MARKED, CONTRACTOR TO DISCONNECT THE FORCE MAIN TO THE LAGOONS FROM THE SOUTH PLATE INTERCEPT LINE.

A EXISTING SPI FORCE MAIN CONNECTION

SCALE 1" = 30'

NOTES

1. AERIAL PHOTOGRAPHY, 2019, GOOGLE EARTH
2. CONTRACTOR SHALL VERIFY ALL LOCATIONS, DIMENSIONS, AND DEPT
3. CONTRACTOR SHALL USE THE PROPOSED ROAD STUDING
4. CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL, ALONG WITH THE TRUCKS, TO MAINTAIN TRAFFIC CONTROL, THE CONTRACTOR SHALL SUBMIT A "TRAFFIC CONTROL AND ROUTING PLAN TO THE COUNTY AND ENGINEER FOR REVIEW AND APPROVAL.
5. CONTRACTOR SHALL USE THE PROPOSED CONSTRUCTION ACCESS TO RAMP MATERIAL, EQUIPMENT AND LARON TO THE SITE TO DISCONNECT THE LAGOONS, CONTRACTOR SHALL PROVIDE ANY DAMAGED EXISTING INFRASTRUCTURE AND THE PROPOSED CONSTRUCTION ACCESS.

BID ALTERNATE

CONTRACTOR TO SUBMIT A BID ALTERNATE FOR THE USE OF THE PROPOSED CONSTRUCTION ACCESS FOR THE INFRASTRUCTURE AND TRACK MAINTENANCE OF LAGOONS/SEWERS FROM THE LAGOONS TO TEMPORARY BYPASS PUMPING ACCESS. BURNING DITCH SHALL BE ALLOWED IN BID ALTERNATE A.

FOR BIDDING PURPOSES ONLY

NOT FOR CONSTRUCTION

WRIGHT WATER ENGINEERS, INC.
2400 W. 24TH AVE. SUITE 100A
DENVER, CO 80211
303.440.1700 FAX 303.440.1030

ADAMS COUNTY, COLORADO
SEWERAGE AND WASTEWATER
REMOVAL & RECONSTRUCTION

SITE ACCESS PLAN

02

NO.	DATE	BY	DESCRIPTION
1	08/11/2019	WWE	ISSUED FOR BIDDING
2	08/11/2019	WWE	ISSUED FOR BIDDING
3	08/11/2019	WWE	ISSUED FOR BIDDING
4	08/11/2019	WWE	ISSUED FOR BIDDING
5	08/11/2019	WWE	ISSUED FOR BIDDING
6	08/11/2019	WWE	ISSUED FOR BIDDING
7	08/11/2019	WWE	ISSUED FOR BIDDING
8	08/11/2019	WWE	ISSUED FOR BIDDING
9	08/11/2019	WWE	ISSUED FOR BIDDING
10	08/11/2019	WWE	ISSUED FOR BIDDING

Exhibit B

**ADAMS COUNTY
SEWAGE LAGOON LIQUIDS/BIOSOLIDS REMOVAL & DECOMMISSIONING
SUBMITTAL**

SUBMITTAL TRANSMITTAL - #__01__	ROUTING	DATE SENT	DATE RECEIVED
CONTRACTOR: Glacier Construction	Contractor to Engineer	10/10/19	
ENGINEER: Wright Water	Engineer to Contractor		
OWNER: Adams County	Engineer to Owner		

SUBMITTAL 02053-01

ITEM: Ditch Crossing Information

SPEC SECTION: _____ EQUIPMENT DESIGNATION: _____

DRAWING NO.: 04 LOCATION: Brantner Ditch

OTHER: _____

CONTRACTOR'S VERIFICATION: Glacier Construction represents that we have determined and verified field dimensions and measurements, construction criteria, materials, catalog numbers and similar data, and that we have checked with the requirements of the specifications and drawings, contract documents, and general Conditions.

This submittal meets all requirements of the contract documents.

☒ Without Exception
 ☐ Except for the Following Deviations:

By: Bryan Caudill *Bryan Caudill* 10/10/19 Date: 10/10/19

SUBMITTAL REVIEW

☐ No Exception Taken
 ☐ Revise & Resubmit
☐ Exceptions As Noted
 ☐ Rejected

Remarks:

By: Andrew Dixon, Wright Water Engineers Date:

1. Materials of the supports and culvert and the associated cut sheets.

The two pipes are trussed together using $\frac{1}{4}$ in cable as shown in the drawing.

2. It is not clear what the pipe is resting on. The bank?

Both ends of the pipe rest on each side of the irrigation ditch. The middle is supported with the shown wire truss. We are assuming the ditch is 20 feet wide from bank to bank.

3. General design data is needed. (i.e. full carrier pipe weight x/foot, culvert can support x)

Sludge = 7.48 gallons/cubic foot;
 8.34 pounds per gallon
 1 cubic foot = 62 pounds

6 inch flex hose full of sludge over the ditch = 20 feet to cross ditch x 12 inch/foot x $3.14 \times 3 \times 3 = 6,782$ cubic inches divided by 1728 cubic inches / cu foot = 3.9 cu foot x 62 pounds/cu foot = 241 pounds of sludge for 20 foot of hose

Plus weight of pipe
 176 pounds from spec sheet

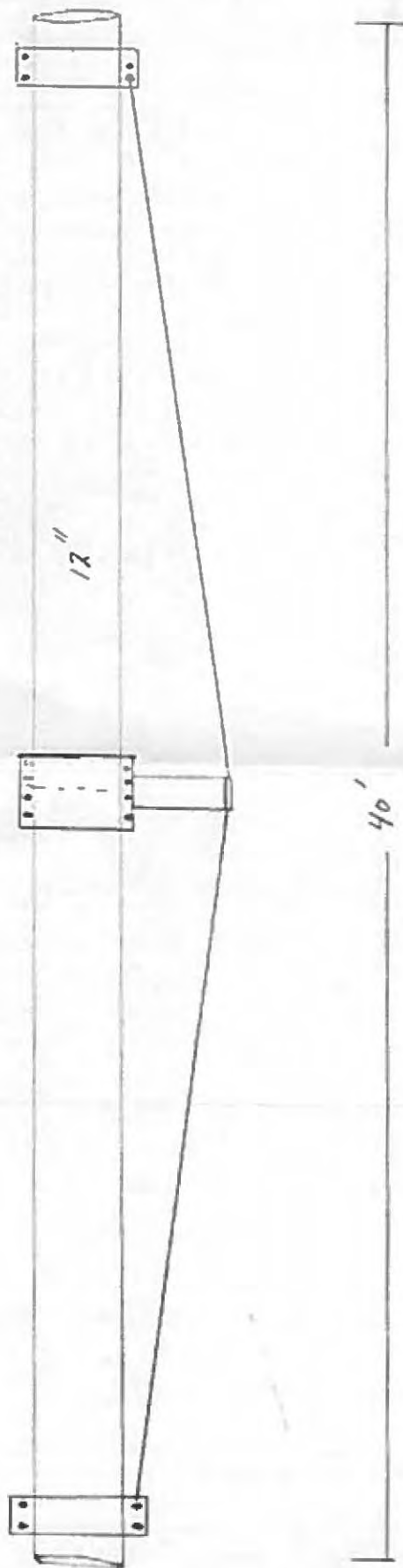
Plus weight of flex hose from spec sheet
 1.25 pounds/foot x 20 foot = 25 pounds

Total = 25 pounds of flex hose plus 176 pounds of culvert pipe + 241 pounds of sludge = 442 pounds of weight between the ditch banks.

4. Materials of the carrier hose and the associated cut sheets.

SEE ATTACHED DOCUMENTS

Corroded 12" culvert
will have key flat base
660' long through it that
will be checked / washed out with pig





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Exhibit B

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Culvert Galvanized 12 in. X 20 ft., CUL 1220

SKU: 133084699



\$299.99

[Write a review](#)

Financing Available!

Quantity

Item may be purchased online only

☐ Ship To Store for pickup at this store on a later date

TSC of Monument #2102
16760 Leather Chaps Dr
Monument, CO 80132

(719) 488-8844

[Check Availability at Other Stores](#)

☐ Standard Delivery to 80132

This item will ship within 4 days.

[Change Delivery Location](#)

Note: This product cannot be shipped to AZ, CA, CO, ID, MT, NV, NM, OR, UT, WA, WY

[Add to Cart](#)

[Save to List](#)

Items You May Like



Band 12 in. Galvanized,
GB12

(4)

\$19.99

[Add to Cart](#)



Compare



Compare



Paws & Claws Scoopable
Cat Litter, 25 lb.

(381)

\$6.19

[Choose Options](#)



Compare



Compare

Item Information

Details

Culvert Galvanized 12 in x 20 ft.

- Used in driveway and roadway culverts
- Durable and easy to install
- Constructed of 16 gauge galvanized steel
- Designed with re-corrugated ends for coupling ease
- Long term drainage solution
- Our culverts are DOT approved. They will support the weight of any DOT approved vehicle when installed correctly. If unsure of how to properly install, please seek professional advice

Meets or exceeds AASHTO M36, ASTM A760, AASHTO M246, ASTM A929.

Specifications

Specification	Description
Operating Temperature Range	N/A
Type:	Galvanized Corrugated Steel Pipe
Number of Walls:	1
Maximum Operating Pressure:	N/A
Country of Origin:	Made in USA
Product Weight:	176 lb.
Product Outer Diameter:	12 3/4 in.
Product Width:	13 in.
Application/Use:	Used in driveway and roadway culverts
Product Inner Diameter:	12 in.
Special Feature(s):	N/A
Part Number:	CUL 1220
Wall Thickness:	3/4 in.
Material:	Galvanized Corrugated Steel Pipe
Product Length:	20
Manufacturer Part Number	CUL 1220

Reviews

Q & A

More Info

Exhibit B



Tisco Power Steering
Filter, EDPN3K758A
(3)

\$11.99

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• Compare



Culvert Galvanized 12 in.
X 10 ft., CUL 1210
(8)

\$149.99

Add to Cart



Compare

• Compare



Culvert HDPE 12 in. x 20
ft. Corrugated Pipe, HDPE
1220

(6)

\$199.99

Add to Cart



Compare

• Compare

May We Recommend



312-229-7550

Exhibit B

REQUEST
HELP

PD2 PVC HEAVY DUTY LAFLAT DISCHARGE

SEE ALL
DISCHARGE HOSES

HOSE BY MATERIAL

- ▶ METAL
- ▶ RUBBER
- ▶ PVC
- ▶ PTFE
- ▶ COMPOSITE
- ▶ OTHER

HOSE BY APPLICATION

- ▶ SUCTION
- ▶ DISCHARGE
- ▶ MULTI-PURPOSE
- ▶ CHEMICAL
- ▶ PETROLEUM
- ▶ MATERIAL HANDLING
- ▶ FOOD / BEVERAGE
- ▶ DUCT / EXHAUST
- ▶ AIR
- ▶ STEAM
- ▶ TUBING
- ▶ SPECIAL PURPOSE
- ▶ HYDRAULIC

SELECT A HOSE

PD2 PVC HEAVY DUTY LAFLAT DISCHARGE

ACCESSORIES

- ▶ CLAMPS
- ▶ REELS
- ▶ FITTINGS
- ▶ FLEXIBLE CONNECTOR
- ▶ MISC.

Overview. The Model PD2 is a red PVC lay-flat hose for water discharge. Reinforcement includes spiral plies and longitudinal synthetic cords for burst resistance. Other varieties for higher pressures alternate materials are also available. Commonly provided with cam and groove or threaded coupling fittings and hose nozzles. 1-1/2" to 8" diameters.

Features:

- Rolls up Compactly for Storage
- Higher Pressure than Some Other Layflat Hoses
- Resists Kinkning and Twisting

Applications:

- Water Discharge for Industrial and Construction

Temperature: 5F to 130F



TEMP CORRECTION FACTORS FOR PRESSURE		
70F	90F	150F
1	0.92	0.30

SUBMITTAL
SHEETPrice &
Purchase Choose details to price,
then add to your cart!

RELATED PRODUCTS



Dia (in)	Press (psi)	Wt/Ft (lbs)
1 1/2	150	.24
2	150	.30
2 1/2	150	.41
3	150	.53
4	150	.77
6	150	1.25
8	115	1.90



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 10, 2019
SUBJECT: Disposition of Real Estate – 7111 E 56 th Avenue
FROM: Seán Braden, Manager - Planning, Design & Construction Nicci Beauprez, Project Manager - Land & Assets
AGENCY/DEPARTMENT: Facilities & Fleet Management
HEARD AT STUDY SESSION ON: Multiple times
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves the Purchase and Sale Agreement between Adams County and The City of Commerce City, for 7111 East 56 th Avenue

BACKGROUND:

Adams County purchased 7111 E 56th Avenue (Honnen) on September 16, 1980 from Ed H Honnen Company and hosted services in the building, specifically the Food Bank and Head Start. The Food Bank later was separated from the County and became an independent entity yet continues to occupy space in the building, Head Start's administrative staff was relocated to the new Human Services Center in the fall of 2017 leaving the building partially vacant. The City of Commerce City expressed interest in the property which would return a beneficial use to the site and a continued benefit to the area and its stakeholders. The Purchase and Sale Agreement includes a transfer of the Food Banks' Lease to the City and the Head Start function will be afforded a lease back with the option to renew. The purchase price is reflective of a government to government exchange and is offset by costs associated to construction needs of the site.

Staff recommends approval of the Purchase and Sale agreement between Adams County and the City of Commerce City for Adams County Facility at 7111 E 56th Avenue.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Manager's Office, Facilities & Fleet Management

ATTACHED DOCUMENTS:

- Purchase and Sale Agreement
- Resolution

FISCAL IMPACT:

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

Fund: 1**Cost Center: 1**

	Object Account	Subledger	Amount
Current Budgeted Revenue:			0
Additional Revenue not included in Current Budget:	6855		500,000
Total Revenues:			<u>500,000</u>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u>0</u>

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

Net proceeds are to be determined varying closing costs.

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING THE PURCHASE AND SALE AGREEMENT BETWEEN
ADAMS COUNTY AND THE CITY OF COMMERCE CITY
REGARDING 7111 EAST 56TH AVENUE

WHEREAS, Adams County (“County”) owns a parcel of land located at 7111 East 56th Avenue, Commerce City, CO (the “Property”); and,

WHEREAS, The City of Commerce City (“City”) desires to expand their services into the Property; and,

WHEREAS, County & City wish to enter into a Purchase and Sale Agreement for a net sum of five hundred thousand dollars (\$500,000.00) before paying customary fees; and,

WHEREAS, the expansion of the City’s services will provide increased serviceability to its operations and stakeholders including the community.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Purchase and Sale Agreement between Adams County and The City of Commerce City regarding 7111 East 56th Avenue, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved.

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

PURCHASE AND SALE AGREEMENT

(Honnen Building)

THIS PURCHASE AND SALE AGREEMENT (“**Agreement**”) is made this ___ day of _____, 2019, by and between, **ADAMS COUNTY, COLORADO**, located at 4430 S. Adams County Parkway, Brighton, CO 80601, referred to as “**Seller**,” and **THE CITY OF COMMERCE CITY** a Colorado home rule municipality, located at 7887 E. 60th Avenue, Commerce City, CO 80206, hereafter referred to as “**Buyer**.” Hereinafter, Seller and Buyer may also be referred to, individually, as a “**Party**” and, collectively, as the “**Parties**.”

WITNESSETH:

FOR AND IN CONSIDERATION of the mutual covenants contained herein and for other joint and valuable consideration, the parties hereto, intending to be legally bound, agree as follows:

1. **PROPERTY.** Seller hereby agrees to sell to Buyer and Buyer agrees to buy from Seller, all of Seller’s right, title and interests in and to the Property (as hereafter defined), including, without limitation, the real property located at 7111 E 56th Avenue, Commerce City, Colorado, 80022 consisting of approximately 2.8271 acres and as more particularly described on **Exhibit A** attached hereto, together with any and all water and water taps, all fixtures, structures and Improvements thereon, also together with all rights, easements, and improvements associated with the real property and all other appurtenances, if any, including, without limitation, all of Seller’s right, title and interest (if any) in and to any easements or appurtenant rights used in connection with such real property and all right, title and interest (if any) of Seller in all mineral rights appurtenant to such real property (collectively, the “**Real Property**”).

(a) “**Intangible Property**” shall mean all of Seller’s right, title and interest, if any, in all intangible assets relating to the Real Property, Improvements or Personal Property, including all of Seller’s right, title and interest, if any, in all (a) warranties and guaranties relating to the Real Property, Improvements or Personal Property, (b) all licenses, permits and approvals relating to the Real Property, Improvements or Personal Property, (c) all contract rights, and (d) all plans and specifications relating to the Real Property, Improvements or Personal Property, in each case to the extent that such Intangible Property exists and to the extent that Seller may legally transfer the same.

(b) “**Improvements**” shall mean all buildings, structures and other improvements situated upon the Real Property and any fixtures, systems and facilities owned by Seller and located on the Real Property.

(c) “**Leases**” shall mean all leases (other than subleases), including all amendments, extensions, modifications and supplements thereto, pursuant to which any party uses or occupies any part of the Real Property or Improvements.

(d) “**Personal Property**” shall mean all furniture, equipment, machinery, inventories, supplies, signs and other tangible personal property, if any, owned by Seller and installed, located or situated on the Real Property excluding: (i) any phones, routers, projectors,

A/V equipment, computer hardware and periphery, and other IT and communications equipment not incorporated into the Improvements; (ii) program furniture, supplies, and equipment in the classrooms, toys, the playground equipment, and non-commercial appliances used by Head Start; and (iii) other tangible personal property identified by the parties before the end of the Inspection Period.

(e) **"Property"** shall mean, collectively, the Real Property, the Improvements, the Personal Property, and Seller's interest in the Leases, and the Intangible Property.

2. **EFFECTIVE DATE.** The **"Effective Date"** means the latter of the dates that this Agreement is signed by Buyer or Seller.

3. **PURCHASE PRICE.** The purchase price (**"Purchase Price"**) for the Property shall be Five Hundred Thousand and 00/100ths Dollars (\$500,000.00). The Purchase Price for the Property shall be paid, subject to application of the Earnest Money, credits, prorations and adjustments provided herein, to the Title Company at Closing all in cash, by certified check, bank check or federal funds wire transfer.

4. **EARNEST MONEY.** Within five business (5) days after the Effective Date, Buyer shall pay the sum of Seven Thousand Five Hundred Dollars (\$7,500.00) to Land Title Guarantee Company (**"Title Company"**) as escrow holder, for deposit into an interest-bearing account. Said deposit together with any interest earned thereon is collectively referred to as the **"Deposit"** or **"Earnest Money."** Title Company's receipt of said amounts shall be acknowledged by its execution of this Agreement or a separate escrow agreement. The Parties agree that the Deposit shall be refundable to Buyer at any time prior to expiration of the Inspection Period. Following expiration of the Inspection Period, if Buyer elects to proceed with the subject transaction, the Earnest Money shall be nonrefundable to Buyer in all events except in the event of Seller's uncured default or destruction of the Improvements. Seller acknowledges and understands that Buyer may, on or before the expiration of the Inspection Period, notify Seller in writing that Buyer elects to terminate this Agreement for any reason or no reason, as determined in Buyer's sole and absolute discretion. If Buyer elects, in its sole and absolute discretion, to terminate this Agreement, Buyer shall send a written notice to Seller and Title Company on or before the expiration of the Inspection Period. In the event Buyer terminates or is deemed to have terminated this Agreement prior to the expiration of the Inspection Period, the Earnest Money being held by Title Company will be refunded to Buyer. The Deposit shall be applied to the Purchase Price if the Closing occurs.

5. **TITLE AND SURVEY.**

(a) At Closing, Seller shall convey to Buyer title to the Property subject to all of the terms and conditions as more specifically set forth herein and further subject to the **"Permitted Exceptions"** as defined below.

(b) Within ten (10) days after the Effective Date, Seller will cause Title Company to deliver to Buyer a commitment for an extended coverage ALTA owner's policy of title insurance (with extended coverage) in the amount of the Purchase Price (the **"Title Commitment"**) committing to insure title to the Property in Buyer subject only to the Permitted

Exceptions. In addition, Title Company will provide legible (to the extent available) hard copies of, or electronic links to, all documents referred to in the Title Commitment including, but not limited to, survey plats, reservations, restrictions and easements. Notwithstanding the foregoing, any cost to cause the Title Company to modify its standard printed exception with respect to taxes and assessments for the Property to except only taxes and assessments for the year of Closing and subsequent years, a lien not yet due and payable, and to delete standard pre-printed exceptions from the title policy to be delivered pursuant to the Title Commitment for the Property shall be borne by the Buyer. Seller agrees to execute any customary affidavits regarding liens or parties in possession or as may otherwise be reasonable requested by the Title Company to issue such extended coverage. In addition, any other endorsements desired by Buyer shall be at Buyer's expense, except as otherwise provided herein. As soon as possible after Closing, Seller shall cause to be delivered to Buyer, at Seller's cost and expense, an owner's title insurance policy (except that the premium for extended coverage or any endorsement to such policy requested by Buyer shall be paid by Buyer, except as otherwise provided herein) insuring the title of Buyer to the Property in accordance with the Title Commitment, and the provisions of this Agreement, and subject only to the Permitted Exceptions, in an amount equal to the Purchase Price paid at Closing. General taxes for the year of Closing, a lien not yet due and payable; building, planning and zoning rules and ordinances; and all matters disclosed in the Title Commitment or Survey and not objected to or otherwise accepted or deemed accepted by Buyer and any exceptions created by Buyer shall constitute "**Permitted Exceptions.**"

(i) Buyer may object, in a writing delivered to Seller and Title Company, to any matters shown on the Title Commitment or the Survey (as defined below) on or before twenty (20) days after the delivery of the latter of the Title Commitment or the Survey. Title exceptions relating to satisfaction of Schedule B-1 requirements, or requiring that Seller release or obtain releases of liens or encumbrances of a definite or ascertainable amount that may be removed by payment of money at Closing by Seller shall not be deemed to make title unacceptable provided Seller shall satisfy such liens or encumbrances at Closing. If Seller is willing to cause the cure or removal of any of the matters to which Buyer objects, then Seller will so notify Buyer in writing within five (5) days of Seller's receipt of Buyer's notice. If Seller does not respond, or chooses not to cure or remedy Buyer's objections, or if Seller is unable to remove any such matters, Buyer may elect either: (A) to terminate this Agreement by delivery of written notice to Seller within five (5) days after Buyer's receipt of Seller's notice, at which time the Earnest Money shall be returned to Buyer; or (B) to waive such objection and to complete the transaction as otherwise contemplated by this Agreement, without any abatement of the Purchase Price or any deduction, offset, credit, lost profits or other damages or claims against the Seller relating to the objection. Buyer's failure to terminate within the aforesaid five (5) day period shall be deemed Buyer's election to waive such objections as provided in option (B) above.

(ii) If Seller elects to cure or remove any title or survey matters objected to by Buyer, and Seller cannot thereafter cure or remove the same by Closing, Seller's failure to remove any such matters shall be an event of default hereunder, thus entitling Buyer to exercise any of its remedies set forth in Section 17 hereof.

(iii) If Buyer does not elect to terminate this Agreement pursuant to this Section 5, then Buyer will be deemed to have accepted, and to have waived any and all objections to all matters set forth on any of the Title Commitment or the Survey as of such date,

which shall be considered Permitted Exceptions, and no further objection to the state of title or survey matters as reflected in the Survey and Title Commitment may thereafter be raised, provided always that the state or condition of such title or survey matters does not suffer any material adverse change between the date of the Title Commitment and Survey and the Closing Date. To that end, Seller shall promptly notify Buyer of any new or other matters affecting title to the Property that are not shown in the Title Commitment or Survey. Buyer shall have the same right to object to any new matters which would survive Closing (other than Permitted Exceptions) appearing in an updated or revised Title Commitment and that did not appear in an earlier version (collectively, the "**New Encumbrances**"); provided that the presence of any New Encumbrances granted by Seller that Seller fails or is unable to cure prior to the applicable Closing shall be a Seller default hereunder, which shall entitle Buyer to exercise its remedies under Section 17 hereof.

(c) Seller shall not, after the Effective Date, encumber the Property with any title exceptions which would survive Closing without Buyer's prior written consent, in its reasonable discretion.

(d) If Title Company requires an ALTA Survey, then within twenty (20) business days of the Effective Date, Buyer, at its sole cost, shall cause any existing ALTA survey of the Property to be updated and certified to Buyer, or Buyer shall, at its sole cost, obtain a new ALTA survey of the Property to be certified to Buyer (the "**Survey**"). Buyer may object to the Survey within twenty (20) days after its receipt of same pursuant to the title objection provisions of Section 5(b), above.

6. **DELIVERY OF INFORMATION.** Within fifteen (15) days of the Effective Date, Seller shall deliver to Buyer copies of all documents and reports related to the Property, including, but not limited to those items set forth on **Exhibit B** attached hereto and incorporated herein by reference, to the extent they are in the possession or control of Seller, and have not already been provided to Buyer (collectively, the "**Property Information**"). All Property Information required to be provided by Seller herein is delivered as a courtesy and convenience to Buyer to assist with Buyer's inspections and due diligence, and Seller does not warrant the accuracy or completeness of same, provided, however, Seller agrees to inform Buyer of any known inaccuracies contained in such documents. Buyer agrees to investigate and confirm such matters as it deems appropriate prior to the end of the Inspection Period (defined below)

7. **INSPECTION PERIOD.**

(a) The Buyer shall have a period of one hundred eighty (180) days from the later to occur of: (i) the Effective Date; or (ii) Seller's delivery of the Property Information (the "**Inspection Period**") in which to verify and ascertain the suitability of the Property for Buyer's purposes. Should Buyer not be satisfied with the condition of the Property or its suitability for Buyer's intended purposes, Buyer shall notify Seller in writing on or before the expiration of the Inspection Period of its dissatisfaction, at which time this Agreement shall terminate, provided, however, if Buyer's objections are to defects that Seller can reasonably cure within a reasonable time following receipt of Buyer's objections, and at nominal cost, Seller may elect to cure such defects to the reasonable satisfaction of Buyer by giving written notice to Buyer not later than ten (10) days after its receipt of Buyer's objections. Seller shall cure such defects prior to Closing.

In the event of timely termination, the Earnest Money shall be refunded to the Buyer, none of the parties shall be further bound hereby, and this Agreement shall be of no further force or effect (subject to the provisions of this Agreement which expressly survive such termination). Failure of Buyer to notify Seller of Buyer's dissatisfaction prior to the expiration of the Inspection Period shall be deemed a waiver of this condition precedent and an acceptance of the Property as suitable for purchase in its current condition. Failure of Seller to notify Buyer of Seller's intent to cure Buyer's objections within said ten days shall be deemed a waiver of Seller's right to cure such defects, and this Agreement shall be deemed terminated.

(b) Buyer shall comply with all federal, state and local laws which might in any way relate to such investigations, examinations, inspections or tests. Buyer, in the conduct of its inspections, shall not (i) materially interfere with Seller's operation and maintenance of the Property, (ii) damage any part of the Property, (iii) injure any person, or (iv) permit any mechanics' or other liens to attach to the Property or any part thereof. Buyer shall promptly restore the Property after any such entry. Buyer shall provide Seller with twenty-four hours email notice prior to any contractor, subcontractor or agent of Buyer entering the Property to perform any inspection or test that would physically disturb the Property. Anything to the contrary herein notwithstanding, Buyer shall undertake no development, construction, movement or other activities on the Property until Buyer has acquired same. All costs in connection with Buyer's inspections and restoration of the Property shall be borne by Buyer. To the extent allowed by law, Buyer agrees to indemnify, hold harmless and defend Seller and the Property from any liability or damages and Seller from any claim, liability, loss, damage, cost or expense, including attorneys' fees which Seller may incur or which may be asserted by reason of any entry on the Property during the Inspection Period, or work performed by, through or under Buyer or the preparation of any plans by or on behalf of Buyer, or the making of investigations and tests ordered or conducted by Buyer excluding, however, anything arising from Seller's actions or inactions, pre-existing Hazardous Materials or latent defects. Buyer agrees not to permit or suffer and, to the extent so permitted or suffered, to cause to be immediately removed and released (including, but not limited to, by delivering a bond pursuant to the provisions of C.R.S. §38-22-131), any mechanic's, materialman's or other lien against the Property arising by, through or under Buyer. Prior to any entry upon the Property by Buyer its contractors, subcontractors or consultants, Buyer shall provide Seller with a certificate of insurance, naming Seller as an additional insured (with respect to the Property only) under Buyer's current comprehensive general liability insurance, which insurance shall be in the amount of One Million Dollars (\$1,000,000); provided, however, that if any such entry is by an agent, contractor or subcontractor of Buyer, the foregoing insurance requirement may be met by the agent, contractor or subcontractor providing Seller with a certificate of insurance, naming Seller as an additional insured (with respect to the Property only and only with respect to such agent's, contractor's or subcontractor's access to or use of the Property) under such agent's, contractor's or subcontractor's current comprehensive general liability insurance. The provisions of this Section shall survive the Closing and any termination of this Agreement, and shall continue in force and effect regardless of the number of indemnified matters that may arise. Seller's rights and remedies under this Section 7(b) are in addition to any remedies available to Seller under Section 17(a).

(c) Seller agrees to permit Buyer (personally or through its authorized agents or representatives) reasonable access to the Property to conduct, and Buyer agrees it may

conduct (personally or through its authorized agents or representatives) its own due diligence investigations, inspections and testing of the Property in order to determine the adequacy of same for its intended purposes, including, without limitation, property condition reports, surveys, inspections, tests, analyses, and investigations into soils, environmental, and governmental conditions, to the extent Buyer deems necessary in Buyer's sole judgment, and that Buyer is not relying on any representation or warranty of Seller other than as explicitly set forth in this Agreement or in the deed or any other document pursuant to which Seller conveys its interests in the Property to Buyer.

(d) In the event this Agreement is terminated for any reason whatsoever, other than a Seller default, Seller shall have the right, by written request, to Buyer, to purchase all "Buyer's Work Product," as hereinafter defined for one-half (1/2) of the actual cost paid by Buyer to prepare such Buyer's Work Product (the "**Work Product Payment**"). For purposes of this Agreement, "Buyer's Work Product" shall mean all surveys, plats, site plans, studies, reports, engineering, construction plans and specifications and other written or graphic products produced by or on behalf of Buyer, which are in Buyer's physical possession or control, with respect to the physical condition or development of the Property, including, without limitation, soil reports and environmental studies, but specifically excluding, without limitation, any architectural drawings for vertical construction or other proprietary information of Buyer and materials prepared by any attorney and accountant. Within twenty (20) days following Buyer's receipt of a written request from Seller to acquire the Buyer's Work Product, Buyer shall provide to Seller a listing of all Buyer's Work Product available together with a calculation of the Work Product Payment and reasonable evidence to establish the amount of the Work Product Payment, which may include, but not be limited to, invoices marked paid and lien waivers (the "**Inventory and Payment Calculation**"). If Seller decides to purchase Buyer's Work Product for the Work Product Payment, Seller shall notify Buyer in writing within thirty (30) days following receipt of the Inventory and Payment Calculation together with a certified check or other good funds in the amount of the Work Product Payment. Buyer shall transmit the Buyer's Work Product together with such consents from the preparers' thereof to Seller within fifteen (15) days following receipt of the Work Product Payment. Buyer shall take such actions and make such payments as may be necessary to preclude any claim against Seller or the Property for any sums owing for the preparation of the Buyer's Work Product. Notwithstanding the foregoing, Buyer does not represent or warrant that Buyer's Work Product is accurate and any reliance by Seller on Buyer's Work Product is at Seller's risk.

8. POST-CLOSING OBLIGATIONS. Seller currently uses the Property for two purposes that the Parties intend to continue after Closing. Buyer therefore agrees that after Closing it will allow the following uses of the Property:

(a) Seller currently uses a portion of the Property as a Head Start location. Buyer shall allow Seller to lease the space currently being used on the Property by Seller's Head Start program for continuing use as a Head Start location on such terms and conditions, and in such form and substance as is mutually agreeable by the parties. Said lease shall not require the payment of rent, but Seller shall be responsible for payment of a proportionate share of utilities. The lease term shall be through July 10, 2020, a one-year lease extension option requiring the payment of rent (at an amount no less than 20% below market rate) and a proportionate share of utilities which option must be exercised before July 1, 2020. The final form, terms and

conditions of said lease shall be agreed upon by the Parties on or before the expiration of the Inspection Period as a condition of Closing.

(b) The Food Bank of the Rockies currently leases a portion of the Property for use as a food bank. Buyer shall continue to allow the Food Bank of the Rockies to continue leasing its space for use as a food bank through December 31, 2024, subject to the current applicable Lease.

(c) Sections 8(a) and (b) are material terms of this Agreement and shall survive Closing, subject to the terms and conditions of the Leases. The Parties shall execute mutually agreed upon assignment documents and/or lease documents to effectuate these obligations, which shall be deemed to be included in the term Leases.

(d) From and after the Effective Date Seller shall not enter into any new lease or modify any existing Lease without Buyer's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed.

9. CLOSING.

(a) Provided all conditions to closing have been satisfied, the "**Closing**" shall be held on the date that is not later than thirty (30) days following the Inspection Period deadline or such earlier date as may be mutually agreed by Buyer and Seller. The Closing shall be held in the offices of the Title Company or at such other place as Buyer and Seller shall agree in writing.

(b) Seller shall pay the cost of (i) all costs of a standard title insurance policy (except endorsements desired by Buyer, which shall be at Buyer's expense, unless the subject endorsement(s) is(are) required to cure a title defect Seller has agreed to cure, which shall be at Seller's expense) and title examination, (ii) all curative title work or expenses to cure or discharge title exceptions that Seller has expressly agreed to cure, (iii) all transfer taxes, if any; (iv) one-half of the Title Company fee to act as escrow agent; (v) all fees and expenses of Seller's attorneys, and (vi) all other costs incurred by Seller. Otherwise, each party shall pay costs which are incurred by them or imposed on them by law.

(c) Buyer shall pay for (i) the cost of extended coverage; (ii) the recording costs and documentary stamp fee for the special warranty deed, (iii) all fees and expenses of Buyer's attorneys, (iv) all fees and expenses for any surveys, inspections, or analyses of the Property undertaken by Buyer, (v) all title insurance endorsements, if any, desired by Buyer (unless the subject endorsement(s) is(are) required to cure a title defect Seller has agreed to cure, which shall be at Seller's expense), (vi) one-half of the Title Company fee to act as escrow agent; and (vii) all other costs incurred by Buyer. Otherwise, each party shall pay costs which are incurred by them or imposed on them by law.

(d) All ad valorem property taxes and assessments affecting the Property for the calendar year of each Closing shall be prorated between Buyer and Seller, as of the subject Closing Date, which proration shall be final and not subject to adjustment. Proration of property taxes and assessments shall be based on the most recent mill levy and most recent assessed valuation of the Property.

(e) *Utilities.* To the extent possible, the Parties shall cause all utilities meters, other than meters solely serving tenant spaces where such tenant is solely liable for such payment, and for which such utilities are charged to tenants, to be read on the day preceding the Closing Date. Seller shall be responsible for the payment of all such utility charges incurred or attributed prior to the Closing Date. If any such utility meters cannot be read on the day prior to the Closing Date, the Parties shall pay the bills therefor in accordance with Section 9(f).

(f) *Post-Closing Adjustments.* Seller shall be entitled to all income, and shall pay all expenses, relating to the operation of the Property for the period prior to the Closing Date and Buyer shall be entitled to all income, and shall pay all expenses, relating to the operation of the Property for the period commencing on the Closing Date. Except for those adjustments that are to become final as of the Closing Date as set forth in this Agreement, Buyer and Seller shall undertake, within 5 days prior to Closing, to adjust between themselves, as of the Closing Date, any income or expenses of the Property that are not adjusted on a settlement statement. Seller shall pay promptly upon receipt any bills relating to the operation of the Property for periods prior to Closing. The parties' obligations under this Section 9(f) will survive the Closing.

10. DOCUMENTS TO BE DELIVERED AT CLOSING.

(a) In addition to any other documents which may be required by the terms hereof at Closing, Seller shall deliver to Buyer the following:

(i) Special Warranty Deed conveying fee simple title to the Property subject to the Permitted Exceptions.

(ii) A Bargain and Sale deed conveying water rights

(iii) An assignment of the Leases, in form and substance mutually agreeable to the parties.

(iv) A bill of sale for the Personal Property and assignment for the Intangible Property in form and substance mutually agreeable to the parties.

(v) Documents necessary to discharge any liens or other objectionable encumbrances on the Property which Seller has expressly agreed to discharge or is required to discharge as set forth in the Agreement.

(vi) All other documentation as may be reasonably required by Title Company to carry out the terms, covenants conditions, and intent of this Agreement.

(b) Buyer shall deliver to Title Company and/or Seller: (i) the Purchase Price; (ii) other documentation as may be reasonably required by Seller or Title Company to carry out the terms, covenants, conditions, and intent of this Agreement.

11. AS-IS. Buyer agrees and acknowledges that, except for Seller's obligations, representations, warranties and covenants expressly set forth in this Agreement (including Section 15), the conveyance deed and any other document(s) executed and delivered by Seller at

the Closing, Buyer is acquiring the Property in its "as is" physical condition and will be relying upon the results of its own investigation concerning the physical condition of the Property. Except as provided expressly in this Agreement, the conveyance deed and any other document(s) executed and delivered by Seller at the Closing, Seller has not made and does not make any representations or warranties, express or implied, to Buyer or to any other person or entity about the physical condition of the Property or its physical suitability for any use or purpose, including but not limited to current or past compliance with environmental and hazardous waste laws.

12. CONDEMNATION. Seller shall immediately notify Buyer if prior to the Closing all or any portion of the Property is subject to a threat of condemnation by a body having the power of eminent domain or condemnation, or is taken by eminent domain or condemnation, or is sold in lieu thereof. In that event, Buyer, at Buyer's sole option, may elect to cancel this Agreement by giving Seller notice to such effect no later than fifteen (15) days after Buyer received notice of the threatened condemnation. If Buyer shall so elect to cancel this Agreement, Title Company shall forthwith return to Buyer the Earnest Money, whereupon this Agreement and all rights, duties, and obligations created or granted hereunder shall be terminated. If Buyer does not elect to cancel this Agreement no later than fifteen (15) days after Buyer received notice of the threatened condemnation, then this Agreement shall remain in full force and effect, and the purchase contemplated herein, less any property taken by eminent domain or condemnation or sold in lieu thereof, shall be effected without reduction in the Purchase Price, and Seller shall, at the Closing, assign, transfer, and set over unto Buyer all of Seller's right, title and interest in and to any awards or proceeds payable in connection with such taking or sale. Upon notice of condemnation, Buyer shall be permitted to participate in and control the proceedings as if Buyer were a party to the action.

13. ASSIGNMENT. Buyer may assign this Agreement to an affiliated entity which controls, is controlled by or under common control with Seller, without prior consent of Seller. Any other assignment by Buyer shall be made only with Seller's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Seller shall not assign this Agreement without Buyer's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

14. RISK OF LOSS AND INSURANCE. Between the Effective Date and until the transaction is consummated, the risks of ownership and loss of the Property shall belong to Seller. If prior to the Closing Date, all or material part of the Property to be acquired is materially damaged by fire or by any other cause of whatsoever nature, Seller shall promptly give Buyer written notice of such damage. After notice of such damage (from Seller or otherwise), Buyer shall have the sole option to either (i) require Seller to convey the Property, on the Closing Date, to Buyer in its damaged condition and to assign to Buyer all of Seller's right, title and interest in and to any claims Seller may have under the insurance policies covering the Property, with a credit against the Purchase Price for the amount of any deductible; or (ii) terminate this Agreement and receive in return the balance of the Earnest Money. Failure to deliver a notice of termination at or prior to the Closing Date shall constitute an election under subsection (ii) above.

15. COVENANTS AND WARRANTIES OF SELLER. Seller covenants, represents and warrants to Buyer that:

(a) Seller is owner of the Property. Except for any parties in possession pursuant to, and any rights of possession granted under, any matter shown in the Title Commitment, the Permitted Exceptions, and the Leases, there are no parties in possession of any part of the Property, and there are no other rights of possession which have been granted to any third party or parties.

(b) Seller has the right, power and authority to enter into this Agreement and to sell the Property in accordance with the terms and conditions hereof. The persons executing this Agreement on behalf of Seller warrant their authority to do so and to bind Seller to this Agreement.

(c) At the time of Closing, the Property will be free of any liens, security interests, encumbrances or other restrictions created by Seller except for the Permitted Exceptions, whether existing of record or otherwise. To that end, all taxes on the Property being conveyed have been paid or will have been paid up to and including the year prior to the applicable Closing.

(d) There is no pending and Seller has no knowledge of any contemplated condemnation proceedings affecting the Property or any part thereof, and Seller agrees to give Buyer prompt notice of any such contemplated condemnation or the institution of any condemnation proceeding.

(e) Seller is not a party to any litigation affecting the Property or any part thereof or Seller's right to sell the Property, and to the best of Seller's knowledge, Seller knows of no litigation or threatened litigation affecting the Property or any part thereof; and Seller covenants and agrees to give to Buyer prompt notice of the institution or threatened institution prior to Closing of any such litigation.

(f) Seller is not entering into the transactions described in this Agreement with an intent to defraud any creditor or to prefer the rights of one creditor over any other. Seller and Buyer have negotiated this Agreement at arms-length and the consideration paid represents fair value for the assets to be transferred.

(g) All representations and warranties made by Seller under the Agreement shall be made as of the date of Closing to the best of Seller's actual knowledge, shall survive Closing for a period of twelve months, only. Buyer's closing of its acquisition of the Property with knowledge that any of Seller's representations or warranties are false constitutes a waiver of all claims based on such false representations or warranties.

16. COVENANTS AND WARRANTIES OF BUYER. Buyer covenants, warrants and represents to Seller:

(a) Buyer has full power and authority to enter into and to perform the Agreement in accordance with its terms;

(b) The individuals executing the Agreement on behalf of Buyer are authorized to do so and, upon Buyer's execution of the Agreement, the Agreement shall be binding and enforceable upon Buyer in accordance with its terms; and

- (c) Buyer has the financial capability to perform under this Agreement.

17. DEFAULT.

(a) Buyer's Default. It is hereby agreed that Seller's damages may be difficult to ascertain and that the Earnest Money constitutes a reasonable liquidation thereof and are intended not as a penalty, but as liquidated damages. If the transaction contemplated herein is not consummated because of a default of Buyer under the terms of this Agreement, which default is not cured within ten (10) days of Seller's written notice, Seller shall be entitled, as its sole and exclusive remedy, to retain the Earnest Money as liquidated damages and in full settlement of any claims for damages, whereupon Buyer shall have no further liability or obligation hereunder to Seller and no other remedy shall be available for Buyer's breach of this Agreement. Provided, however, that Seller shall also be entitled to enforce all remedies arising in law or equity from Buyer's failure to meet its restoration, defense and indemnification obligations as set forth in Section 7(b), above.

(b) Seller's Default. If the transactions contemplated herein are not consummated solely because of a default on the part of Seller prior to Closing, , which default event is not cured within ten (10) days of Buyer's written notice, Buyer shall be entitled to: (i) terminate this Agreement by written notice to Seller, and upon such termination the Title Company shall return the Deposit, including all non-refundable portions of such Deposit, to Buyer; or (ii) waive such default event and proceed to Closing without adjustment of the Purchase Price; If this Agreement is terminated as set forth above, upon such termination the Parties shall be discharged from all duties and performance hereunder, except for those rights and obligations that expressly survive termination of this Agreement. Except as expressly set forth above, Buyer expressly waives the recovery of damages of any sort or nature in the event of Seller's default.

18. NO BROKERAGE. Buyer and Seller represent to each other that they (i) have not employed any real estate broker, agent or finder in connection with this transaction, and (ii) that no brokers', agents', finders' fees, commissions or other similar fees are due or will be due in connection with this Agreement or this transaction hereunder. Each party agrees to defend, indemnify, to the extent allowed by law, and hold harmless the other from and against any other claim for broker's or finder's fees or commissions made by any other party claiming to have dealt with it in connection with this Agreement or the transaction contemplated hereby.

19. NOTICES. Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party hereto in connection with this Agreement shall be in writing and shall be deemed to have been properly given if delivered in person or by electronic mail, or by courier or sent by United States mail, registered or certified, return receipt requested, to the addresses set out below, or to such other addresses as are from time to time specified by written notice delivered in accordance herewith.

BUYER: City of Commerce City
Deputy City Manager Troy Smith
7887 E. 60th Avenue
Commerce City, CO 80022
Telephone: 303-289-3619
Email: tsmith@c3gov.com

WITH A COPY TO: City Attorney
City of Commerce City
Commerce City, CO 80222
Telephone: 303-289-3604
Email: rsheesley@c3gov.com

SELLER: Adams County
Nicci Beauprez
4430 S. Adams County Parkway
Brighton, CO 80601
Email: nbeauprez@adcogov.org

WITH A COPY TO: Doug Edelstein
4430 S. Adams County Parkway
Brighton, CO 809601
email: dedelstein@adcogov.org

TO TITLE COMPANY: Land Title Guarantee Company
Attention: Charles Ottinger
3033 East First Avenue, Suite 600
Denver, CO 80206
Telephone #: 303-321-1880
Email: cottinger@ltgc.com

20. MISCELLANEOUS.

(a) Time is of the essence hereof. If any deadline hereunder falls on a Saturday, Sunday or day in which federal banks are closed, such deadline shall automatically be extended until the next day that is not a Saturday, Sunday or federal banking holiday.

(b) This Agreement is made and shall be construed under and in accordance with the laws of the State of Colorado. Venue for any dispute shall be in Adams County, Colorado.

(c) All prior and contemporaneous promises, inducements, offers, solicitations, agreements, commitments, representations, and warranties heretofore made between Seller and Buyer with respect to the Property (including, without limitation, any letters of intent) are merged herein. This Agreement contains the sole and entire understanding between Seller and Buyer with respect to the Property. This Agreement shall not be modified or amended in any respect except by a written instrument executed by or on behalf of each of the

parties to this Agreement. This Agreement may not be changed orally, but only by an agreement in writing signed by Buyer and Seller.

(d) This Agreement may be executed in several counterparts and in facsimile, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

(e) This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both Buyer and Seller have contributed substantially and materially to the preparation of this Agreement.

(f) Each and every Exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement and is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if such exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

(g) The provisions of this Agreement are intended only for the regulation of relations among the parties hereto. This Agreement is not intended for the benefit of any non-party and does not grant any rights to or confer any benefits on any non-party.

(h) Buyer agrees not to record this Agreement or any notice or memorandum thereof. Any such recording shall be an event of default and cause the termination of this Agreement and the forfeiture of Buyer's Earnest Money at Seller's option.

(i) SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND EXCESSIVE TAX BURDENS TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE DEBT FINANCING REQUIREMENTS OF THE AUTHORIZED GENERAL OBLIGATION INDEBTEDNESS OF SUCH DISTRICTS, EXISTING MILL LEVIES OF SUCH DISTRICT SERVICING SUCH INDEBTEDNESS, AND THE POTENTIAL FOR AN INCREASE IN SUCH MILL LEVIES.

(j) In the event that any condition or covenant herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of the Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

(k) Each party hereto shall from time to time execute and deliver such further instruments as the other party or its counsel may reasonably request to effectuate the intent of

Version for Board/Council Approval

this Agreement, including, but not limited to, documents necessary for compliance with the laws, ordinances, rules or regulations of any applicable governmental authorities.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly signed, sealed, and delivered this Agreement, intending to be legally bound.

BUYER:

The City of Commerce City

By: _____

Mayor

Date: _____

11-4-19

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



SELLER:

Adams County, Colorado

By: _____

Chair

Date: _____

EXHIBIT A

Legal Description of Land

Parcel Number: 0182308414015

SUB:CRESTON DESC: BLKS 12 AND 13 EXC RD AND EXC S 5/0 FT

EXHIBIT B

Property Information

1. A commitment for title insurance issued by the Title Company together with all instruments referred to in such commitment.
2. A copy of all declarations and restrictive covenants pertaining to the Property.
3. Copies of all contracts affecting the Property.
4. All evidence and information pertaining to water shares, mineral rights, water and sewer taps and easements associated with the Property.
5. All documents related to any applicable metropolitan districts, homeowner's associations and any other applicable districts in which the property is located.
6. Copies of third party warranties/guarantees currently in effect pertaining to the Property.
7. All Leases and each modification, extension, amendment, and renewal.
8. All plans concerning the Real Property and Improvements, including site plans, floor plans, "as built" plans and drawings.
9. Notices of building/health/safety violations for past 3 years (incl. fire inspection invoices).
10. Any and all existing operations and maintenance plans.
11. American's with Disabilities Act ("ADA") reports.
12. Existing survey & legal descriptions.
13. Insurance certificates for past 3 years.
14. Utility bills for past 3 years.
15. A log of work orders for the years 2016 through year-to-date 2019.
16. A listing of all repairs and capital expenditures for the years 2016 through year-to-date 2019 and a list of such work anticipated to be completed by seller prior to closing.

**RESOLUTION APPROVING A PURCHASE AND SALE AGREEMENT FOR THE
PROPERTY AT 7111 E. 56TH AVENUE AND PROVIDING FOR RELATED MATTERS**

NO. 2019-116

WHEREAS, the City of Commerce City ("City") desires to acquire real property owned by Adams County, Colorado, located at 7111 E. 56th Ave. Commerce City, CO 80022, commonly known as the Honnen Building ("Property");

WHEREAS, the City and Adams County have negotiated the terms and conditions of an agreement for Adams County to sell, and the City to purchase, the Property, as set forth in Exhibit "A" ("Agreement"); and

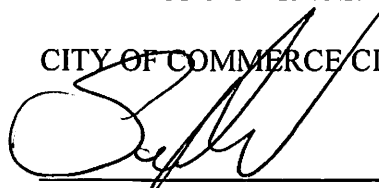
WHEREAS, the City Council finds and determines that the acquisition of the Property, subject to the terms of the Purchase and Sale Agreement will serve a public purpose and will benefit the public health, safety, morals, and welfare of the residents of the City;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL THE CITY OF COMMERCE CITY, COLORADO, AS FOLLOWS:

1. The foregoing recitals are incorporated herein by this reference.
2. The Agreement, including its exhibits and attached ancillary agreements, is hereby found to be in the public interest and is approved substantially in the form attached hereto as Exhibit A.
3. The Mayor and City Clerk are hereby authorized and directed to sign and attest the Agreement, substantially in the form attached hereto, on behalf of the City, and to take any actions necessary to proceed to Closing, as defined in Exhibit A.
4. The City Manager or his designee is hereby authorized and directed to take all actions necessary for the Authority to comply with and effectuate the Agreement, including all actions identified in the Agreement or any exhibit thereto that are not specifically designated as requiring review, approval, or decision by the City Council or required by law to be performed by the City Council.
5. The City Manager or his designee is authorized to negotiate and execute leases, as contemplated in the Agreement, subject to approval of the City Attorney as to form.

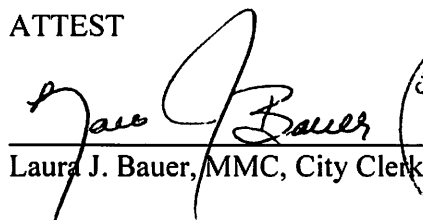
RESOLVED AND PASSED THIS 4TH DAY OF NOVEMBER 2019.

CITY OF COMMERCE CITY, COLORADO



Sean Ford, Mayor

ATTEST


Laura J. Bauer, MMC, City Clerk





PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 10, 2019
SUBJECT: Rocky Mountain Arsenal (RMA) Landfill Oversight Contract with Tri- County Health Department
FROM: Katie Keefe, Environmental Program Manager Jill Jennings Golich, Director
AGENCY/DEPARTMENT: Community and Economic Development
HEARD AT STUDY SESSION ON: November 5, 2019
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves Renewal of the Service Agreement with Tri-County Health Department for Hazardous Waste Facility and Environmental Cleanup Oversight Services at the Rocky Mountain Arsenal

BACKGROUND:

In September 1997, Adams County approved a Certificate of Designation allowing the Army to Construct Hazardous Waste Landfills at the Rocky Mountain Arsenal. Condition Precedent Number 4 of the Certificate of Designation, Case Number 45-97-CD, requires the County to contract with Tri-County Health Department (TCHD) to provide oversight services at the Rocky Mountain Arsenal's Hazardous Waste Landfill and cover projects. Adams County has satisfactorily contracted with TCHD to provide these services since October 1, 1997 with several four-year renewal periods. The current four-year contract term ended on September 30, 2019. TCHD services include oversight of the post-closure operation and maintenance of the hazardous waste landfills, and targeted remediation projects. Beginning with the first contract year, TCHD provided Adams County with comprehensive semi-annual reports through completion of site remediation activities in 2010, thereafter providing comprehensive annual reports describing contract activities. Funding for the oversight program is provided by an existing MOU between the Army and TCHD that specifies direct payment to TCHD. The Community and Economic Development Department is satisfied with the services and deliverables provided by TCHD and recommends approval of the contract between Tri-County Health Department and Adams County for operation and maintenance oversight services at the Rocky Mountain Arsenal.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Community and Economic Development Department
Tri-County Health Department
Office of the County Attorney

ATTACHED DOCUMENTS:

Resolution Approving Renewal of the Service Agreement with Tri-County Health Department for Independent Hazardous Waste Landfill and Environmental Cleanup Oversight at the Rocky Mountain Arsenal

Agreement for Independent Hazardous Waste Landfill and Environmental Cleanup Oversight at the Rocky Mountain Arsenal

FISCAL IMPACT:

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

Fund:**Cost Center:**

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

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

New FTEs requested: ☐ YES ☐ NO

Future Amendment Needed: ☐ YES ☐ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING THE ROCKY MOUNTAIN ARSENAL ENVIRONMENTAL
CLEANUP AGREEMENT FOR SUBSTANTIVE CERTIFICATE OF DESIGNATION
OVERSIGHT SERVICES BETWEEN ADAMS COUNTY AND THE TRI-COUNTY
HEALTH DEPARTMENT

WHEREAS, the Rocky Mountain Arsenal, operated by the U.S. Army, is an Environmental Protection Agency designated Superfund site in Adams County; and,

WHEREAS, The U.S. Army obtained a Certificate of Designation from Adams County to construct and operate a hazardous waste landfill as part of the remediation of the Rocky Mountain Arsenal; and,

WHEREAS, Adams County approved the issuance of a Certificate of Designation in public hearing on September 15, 1997, Case Number 45-97-CD, with Condition Precedent Number 4 requiring Adams County contract with a qualified entity to provide certain oversight services regarding the construction and operation of the landfill; and,

WHEREAS, Tri-County Health Department and Adams County signed an agreement, under which Tri-County Health Department has performed independent construction verification, and operation oversight services at the Rocky Mountain Arsenal Hazardous Waste Landfill; and,

WHEREAS, Tri-County Health Department provides oversight services to include long term care, maintenance, and monitoring of installed systems as remediation projections come to completion; and,

WHEREAS, the agreement has expired and the parties desire to enter into a new agreement allowing Tri-County Health Department to continue oversight services for Adams County.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Rocky Mountain Arsenal Environmental Cleanup Agreement for Substantive Certificate of Designation Services between Adams County and the Tri-County Health Department, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved.

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

ROCKY MOUNTAIN ARSENAL ENVIRONMENTAL CLEANUP AGREEMENT FOR SUBSTANTIVE CERTIFICATE OF DESIGNATION OVERSIGHT SERVICES

THIS AGREEMENT made and entered into as of the ____ day of _____ 2019, by and between the County of Adams, a political subdivision of the State of Colorado (hereafter "the County"), and Tri-County Health the Department, a political subdivision of the Counties of Adams, Arapahoe, and Douglas and the State of Colorado, with its principal offices located at 6162 S. Willow Drive, Suite 100, Greenwood Village, Colorado (hereafter "TCHD").

RECITALS

- A. The United States Army (Army) continues the environmental cleanup, post closure and operation and maintenance of the Rocky Mountain Arsenal (RMA) in southern Adams County, east of Commerce City, Colorado; and
- B. The County approved an application from the Army on September 15, 1997, for a Certificate of Designation (CD) to site hazardous waste landfills to support the environmental cleanup efforts at the RMA; and
- C. The Conditions Precedent and Stipulations set forth by the County in its approval of the Army's substantive CD request (CASE #45-97-CD) establish that the County will contract with TCHD, or other qualified entity, to conduct oversight of the hazardous waste landfill and other elements of the RMA environmental cleanup; and
- D. TCHD has conducted oversight services as required in the CD during the period of October 1, 1997 to the present, based on a Memorandum of Understanding (MOU) signed by Adams County and TCHD on October 12, 1997. During this time period, TCHD has submitted oversight workplans to the County. In addition, semi-annual then annual reports were prepared and submitted to the County. TCHD proposes to continue the oversight services set forth in its workplans and continue reporting to the County on an annual basis through post-closure operation and maintenance; and
- E. Said proposal by TCHD would assist in protecting the health and safety of the citizens of the County; and
- F. Funds for the oversight program will be provided by the Army via an existing Memorandum of Understanding (MOU) between TCHD and the Army; and
- G. The County, by and through its Board of County Commissioners, has accepted the proposal of TCHD, as described above; and
- H. The County and TCHD mutually desire to embody their understanding and agreement in a written document, as herein set forth.

IN CONSIDERATON OF the mutual obligation of the County and TCHD, as hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and TCHD hereby agree as follows:

1. Performance by TCHD. TCHD shall perform oversight of the RMA hazardous waste facilities and environmental cleanup, pursuant to the terms and conditions of the CD and the workplans submitted to the County.
2. Limited Obligation. The obligation of the County and TCHD shall be limited to the oversight services as set forth in the CD and the TCHD Workplans, and any additional services, if any, shall be subject to subsequent review and negotiation.
3. Program Funding. Consistent with Condition Precedent 4(a) of the resolution approving the CD, Tri-County will submit a budget to the U.S. Army. Program funding will be furnished to TCHD via an existing MOU between TCHD and the Army.
4. TCHD Insurance. TCHD has adopted a plan of self-insurance, to the extent required under the protection afforded TCHD by the Colorado Governmental Immunity Act.
5. Periodic Reports. TCHD shall promptly report any important findings to the County as soon as practicable. Written reports will be submitted consistent with the requirements of Condition Precedent 4(c) of the resolution approving the CD.
6. Termination. This Agreement may be terminated at any time, upon ninety (90) days advance written notice by either party to the remaining party to this Agreement. In the event of termination, TCHD shall cease work as of the effective date of the termination. Any compensation due TCHD in the event of termination of this agreement will not be the responsibility of the County.
7. Liaisons. For the purposes of this agreement, the following individuals are designated as liaisons for each party:

- For TCHD:

Deanne Kelly
RMA Program Sr. Environmental Health Consultant
Tri-County Health Department
4301 East 72nd Avenue
Commerce City, Colorado 80022
Phone: (303) 439-5909

- For the County:

Katie Keefe
Environmental Program Manager
Community and Economic Development
4430 S. Adams County Parkway
1st Floor, Suite W2000A
Brighton, CO 80601

Phone: (720)523-6986

8. Effective Date and Termination Date. This agreement shall become effective the day and year first written above. The agreement terminates on September 30, 2023, but may be extended by mutual agreement of the parties.

IN WITNESS WHEREOF the County of Adams, by and through its authorized officer and agent, and the Tri-County Health Department, by and through its authorized agent have executed this Agreement on the respective dates set forth below.

ATTEST:



Patty Buckle
Interim Division Director, Administration
and Finance

TRI-COUNTY HEALTH DEPARTMENT



Brian Hlavacek, MAS, REHS
Environmental Health Director

APPROVED BY resolution at the meeting of _____, 2019.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Clerk of the Board

Chair

Approved as to form:

County Attorney

Exhibit A
RMA OVERSIGHT PROGRAM
FISCAL YEAR 2019 – 2023

Presented below are Tri-County Health Department's (TCHD) work breakdown structure (WBS), and scoping assumptions for the RMA Oversight Program for fiscal years 2019-2023. Since the landfills have been constructed and are currently in the Operations and Maintenance phase, the work elements (WE) for this workplan have been revised to reflect the reduced workload. The work elements (WE) and subelements (SE) of this WBS include scope and budget for meeting the oversight requirements set forth in the Adams County Board of County Commissioners resolution for Case # 45-97-CD dated September 29, 1997.

PROPOSED WBS

WE 1.0 MEETINGS

WE 2.0 LANDFILL CONSTRUCTION OVERSIGHT

WE 3.0 LANDFILL AND COVERS OPERATIONAL OVERSIGHT

WE 4.0 LANDFILL CLOSURE OVERSIGHT

WE 5.0 POST-CLOSURE OVERSIGHT

WE 6.0 REPORTING

WE 7.0 AIR EMISSIONS/ODORS

WE 8.0 PROGRAM MANAGEMENT

SCOPING ASSUMPTIONS

GENERAL ASSUMPTIONS

The period of performance for the services covered under this scope of work is October 1, 2019 to September 30, 2023.

TCHD's proposed level of effort for this program is based upon:

- Meeting the requirements set forth in the Adams County Board of County Commissioner's resolution for Case # 45-97-CD dated September 29, 1997.

- To avoid duplication of effort, TCHD has specifically not included labor to ensure that the Operations and Maintenance Activities of RMA meets CERCLA or RCRA requirements since these responsibilities are being met by the USEPA and CDPHE respectively.

WE 1.0 MEETINGS

Attendance by TCHD staff at RMA related meetings is a vital component of oversight activities related to landfill Operations and Maintenance (O&M). These meetings allow TCHD staff to stay abreast of current issues, assist in conflict resolution, and to keep local citizens and Adams County informed of the O&M activities that continue to occur.

Meetings attended will include but not be limited to:

- RMA Water Team
- RMA Committee
- Public Relations Office Subcommittee
- RMA Caps & Covers Team
- Win-Win Coalition
- Area Boards
- Steering and Policy Committee (SAPC)

WE 2.0 LANDFILL CONSTRUCTION OVERSIGHT

No landfill construction activities will occur during this period of performance.

WE 3.0 LANDFILL and COVERS OPERATIONAL OVERSIGHT

The landfills and covers are currently in the operational and maintenance phase. Construction has been completed but closure has not yet occurred. The following activities related to operation oversight will be conducted by TCHD:

- TCHD staff will attend monthly inspections of the covers and quarterly inspections of the landfills to ensure that they are operating as designed.
- Annual vegetation inspections may also be attended by TCHD staff.
- TCHD staff will participate in any additional inspections as requested or necessary.
- TCHD will review and make comments (as necessary) on any project reports that are submitted by the Army to the regulatory agencies for review.

WE 4.0 LANDFILL CLOSURE OVERSIGHT

No closure activities will occur during this period of performance.

WE 5.0 POST-CLOSURE OVERSIGHT

No post-closure activities will occur during this period of performance.

WE 6.0 REPORTING

Annual Reports: To respond to CD condition 4. (c), TCHD will prepare annual reports regarding Operations and Maintenance oversight activities conducted by the Department. Annual reports may include:

- A summary of significant landfill related activities that occurred during the reporting period.
- An overview of TCHD's oversight activities.
- A listing of the landfill operations and maintenance documents that have been reviewed by the Department.
- A listing of odor complaints received by the Department (if any) and a summary of how the complaint was resolved
- A listing of any other types of complaints received by the Department (if any) and a summary of how the complaint was resolved.

WE 7.0 AIR EMISSIONS/ODORS

Odor Response and Investigations: CD condition 5 (b) requires that TCHD respond to odor complaints in Adams County. TCHD understands that no remediation projects are scheduled for implementation during this period of performance that are anticipated to generate odors that would impact offpost areas. However, in the event that odor complaints are received, TCHD will investigate these complaints.

WE 8.0 PROGRAM MANAGEMENT

This work element includes labor for program management and administration of the work covered under this program. Program management activities covered include:

- Community information support.
- Attendance by the Department and Division Director at monthly status meetings with the Army.
- Review of TCHD invoices to the Army by program staff



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 10, 2019
SUBJECT: IGA between Adams County and City of Northglenn for Animal Sheltering and Impound Services provided at the Adams County Animal Shelter/Adoption Center
FROM: Stephanie Wilde
AGENCY/DEPARTMENT: Adams County Animal Shelter/Adoption Center
HEARD AT STUDY SESSION ON July 10, 2018
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves IGA

BACKGROUND:

This is an IGA between Adams County and City of Northglenn to utilize the Adams County Animal Shelter/Adoption Center (ACASAC) for animal sheltering, care, and impound services. Fees have been established by utilizing Northglenn's average annual animal sheltering usage data from years 2016 and 2017 and applying those to an annual flat-rate fee.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Animal Shelter/Adoption Center
Adams County Budget
Adams County Managers Office
City of Northglenn

ATTACHED DOCUMENTS:

Public Hearing Agenda Item ACASAC and City of Northglenn
IGA between ACASAC and Northglenn
Exhibit A: Chapter 14 of the Northglenn Municipal Code, which regulates animal control
Exhibit B: Fee Schedule

FISCAL IMPACT:

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

Fund: 01**Cost Center: 2051**

	Object Account	Subledger	Amount
Current Budgeted Revenue:	5000	5990.3	\$33,672.00
Additional Revenue not included in Current Budget:			\$0.00
Total Revenues:			<u>\$33,672.00</u>

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

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

Sheltering service fees for 2020 will reflect the current flat rate of \$33,672.00 x the current local CPI for 2018 for a total of \$. \$34,591.00

**RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT
BETWEEN ADAMS COUNTY AND THE CITY OF NORTHGLENN FOR ANIMAL
SHELTER/ADOPTION CENTER SERVICES**

WHEREAS, the Adams County Animal Shelter/Adoption Center has been asked to provide animal control, shelter, and adoption services for the City of Northglenn; and,

WHEREAS, under the terms of the Intergovernmental Agreement, Adams County will provide for the shelter, care, adoption, euthanasia, and/or disposal of animals impounded by the City of Northglenn and/or Northglenn Animal Control officers; and,

WHEREAS, Adams County will provide the above-stated services for the time period of January 1, 2019 through December 31, 2019, which will automatically renew under the conditions stated in the agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Intergovernmental Agreement between Adams County and the City of Northglenn for Animal Shelter/Adoption Center Services, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved.

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

**ADAMS COUNTY, COLORADO
INTERGOVERNMENTAL AGREEMENT
ANIMAL SHELTER/ADOPTION CENTER SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT FOR ANIMAL SHELTER/ADOPTION CENTER SERVICES (IGA) is made this ____ day of _____ 2019 by and between the Adams County Board of County Commissioners, located at 4430 S. Adams County Parkway, Suite C5000A, Brighton, CO 80601, hereinafter referred to as the "County," and the City of Northglenn, located at 11701 Community Center Drive., Northglenn, CO 80233, hereinafter referred to as "Northglenn." This IGA is for animal shelter and adoption services to be provided by the Adams County Animal Shelter/Adoption Center (ACASAC), located at 10705 Fulton St. Brighton, CO 80601.

In consideration of the mutual promises and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the County and Northglenn agree to be legally bound as follows:

SECTION I. DEFINITIONS

- A. **Adoption fee:** Means the amount charged to a person adopting an animal for the costs of administrative services associated with the adoption.
- B. **Animal:** Means a dog, cat, or other small domestic creature.
- C. **Boarding fee:** Means the daily amount charged for the care of an animal while at ACASAC.
- D. **Care:** Means regularly providing food and water to animals in the ACASAC.
- E. **Impoundment fee:** Means the amount, in addition to the boarding fee, charged for costs associated with impounding an animal at ACASAC.
- F. **Service fees:** Means other fees charged for services provided by ACASAC, not otherwise specified herein, such as fees for euthanizing animals, disposing of dead animals, etc.
- G. **Shelter:** Means providing an enclosed cage or pen that is regularly cleaned and maintained for an animal.

SECTION II. RESPONSIBILITIES OF THE COUNTY

- A. ACASAC, along with Northglenn Animal Control Officer(s), shall enforce Chapter 14 of the City of Northglenn Ordinances, as it pertains to animal control, a copy of which is attached hereto and incorporated herein as Exhibit A. It is however understood, that the ACASAC will provide such services only as they pertain to dogs, cats, fowl, small farm animals, or other small domestic creatures. The fees charged by ACASAC for adoption,

boarding, impoundment, and other services are as specified in Exhibit B which is attached hereto and incorporated herein by this reference.

B. ACASAC shall provide for the shelter, care, adoption, euthanasia, and/or disposal of animals impounded because of violations of Chapter 14 of the City of Northglenn Ordinances, and will obtain and/or maintain any and all licenses required by Colorado Revised Statute (C.R.S.) § 35-80-101, *et seq.* For any animal on a court hold, such shelter and care shall continue until order of the Northglenn Municipal Court.

C. Any stray animal impounded for more than five (5) business days that is not reclaimed by its owner may be made available for adoption, transferred for rescue, or may be humanely euthanized, at the sole discretion of the ACASAC Executive Director. However, feral cats may be humanely euthanized after having been impounded for three (3) calendar days, as the circumstances at ACASAC may require based on the sole discretion of its Executive Director, consistent with Colorado Revised Statute (C.R.S.) § 35-80-106.3, as amended, or other relevant statutory provision in effect at the time.

D. Unless ownership of a released animal is specifically acknowledged by the releasing individual, any animals brought to the ACASAC will be processed in accordance with Colorado Revised Statute (C.R.S.) §35-80-106.3.

E. ACASAC shall have the right to immediately and humanely euthanize any animal impounded at its facility if such animal is diagnosed by a licensed veterinarian as being terminally ill, injured, or diseased consistent with Colorado Revised Statute (C.R.S.) § 35-80-106.3, as amended, or other relevant statutory provision in effect at the time.

F. ACASAC shall quarantine animals for rabies observation and shall report all suspected rabid animals to the Tri-County Health Department.

G. Any dog or cat impounded at ACASAC, with the exception of aggressive, severely ill, or injured animals, shall be inoculated with appropriate vaccines as indicated by protocol established by the shelter veterinarian.

H. ACASAC shall maintain a telephone answering service to receive inquiries on impounded animals from 10:00 a.m. to 6:00 p.m. on weekdays, and from 9:00 a.m. to 5:00 p.m. on Saturdays and Sundays. ACASAC will be closed on County-designated holidays.

I. ACASA shall maintain records on all impounded animal, including a record of each animal's disposal, and shall allow Northglenn access to such records as reasonably requested. In addition, ACASAC shall submit to Northglenn by the fifteenth (15th) calendar day of each month a summary report of animals received and the disposition thereof.

J. Fees charged to Northglenn residents for services provided hereunder shall not exceed the fees charged to other residents of Adams County for the same or similar services.

K. The County will employ qualified personnel as necessary to perform the services to be provided hereunder.

L. No animal impounded at ACASAC shall be sold or given away to any person, organization, company, or other entity for the purposes of medical research or experimentation.

M. ACASAC personnel will regularly assist in completing the routine impoundment functions including: getting impound numbers from the computer; vaccinating animals; placing identification collars on animals; taking picture of animals; placing animals in kennels; and completing associated impoundment documentation (i.e. scanning animals and entering the scanned number on the impound cards, entering the animal's age, weight, and rabies tag number on the impound cards, etc.).

SECTION III. RESPONSIBILITIES OF NORTHGLENN

A. Northglenn hereby expressly authorizes ACASAC to enforce Chapter 14 of the City of Northglenn Ordinances, as it pertains to animal licensing and control. It is, however, understood that the County will provide such services only as they pertain to dogs, cats, or other small domestic animals, and fowl.

B. Northglenn agrees to notify the ACASAC, at least 48 hours prior to the effective date thereof, of any changes or amendments to Chapter 14 of the City of Northglenn Ordinances.

C. Northglenn animal control officers shall cooperate with and provide assistance to ACASAC concerning routine impoundment functions including: getting impound numbers from the computer; vaccinating animals; placing identification collars on animals; taking picture of animals; placing animals in kennels; and completing associated impoundment documentation (i.e. scanning animals and entering the scanned number on the impound cards, entering the animal's age, weight, and rabies tag number on the impound cards, etc.).

D. ACASAC does not always have a veterinarian onsite or available. For this reason, all sick and injured animals that Northglenn Animal Control Officers pick up must be taken to a veterinarian before impounding it into the shelter. A veterinarian report must be attached to the impound card. Sick animals are defined as animals that may be highly contagious to the rest of the animals and are showing signs such as diarrhea, bloody stools, lethargy, etc. Injured animals are defined as animals with signs of injuries including any limping as there may be a fracture, draining/infected skin wounds, appearance of mange (hair loss, especially around the head, and crusting skin), deep gashes that may need sutures, any animal that has been hit by a car, and any animal that otherwise appears to be in pain by vocalizing, whining or tensing. It is acceptable for Northglenn Animal Control Officers to contact the shelter prior to taking a sick or injured animal to an outside veterinarian or clinic. If the shelter veterinarian is available to consult with the animal control officer, he/she may approve for the animal control officer to bring the sick or injured animal directly to the shelter.

SECTION IV. PAYMENTS, FEES, AND ADDITIONAL EXPENSES

A. Commencing January 1, 2019, for all animals found in Northglenn and brought to the ACASAC by either City officials or private citizens, Northglenn shall pay the County according to the current fee structure for that calendar year. A copy of the current fee structure for 2019 is attached hereto and incorporated herein as Exhibit B. The fee structure for each following year that this agreement is renewed will be provided to Northglenn by no later than October 1. The current fee structure for each calendar year shall be fully incorporated into this IGA and shall supersede and replace the current Exhibit B. For each subsequent year that this agreement is renewed, the fees outlined in Exhibit B will be increased each year based on the most current official local (Denver, Aurora, Lakewood) Consumer Price Index ("CPI"). By way of example, the fees for 2020 will be equal to the 2019 fees plus an increase in the amount of the percentage increase of the most current local CPI. However, in the event there is a decrease in the most current official local CPI, the fees for that contract year will remain the same as the prior year.

B. The County will invoice Northglenn according to the current fee structure for that calendar year on the date(s) specified in Exhibit B. Payment shall be made in full by Northglenn to the County within thirty (30) days of the invoice date.

C. The County shall retain all impoundment, boarding, adoption, service and/or other fees collected in association with this IGA. The County shall also retain all gifts or contributions received in association with any services provided in association with this IGA.

D. In the rare event that an animal is delivered from Northglenn as a court hold, police hold or protective custody case, and said animal is deemed by staff to be too dangerous or in need for specialized care, ACASAC shall notify Northglenn if the animal will be transferred to a separate entity. The separate entity will be a state-licensed animal care provider. Northglenn will be responsible for all costs associated with the transfer and care of the animal by the separate entity.

E. Northglenn agrees to submit cost of care documents prepared by ACASAC to the court for restitution in cases where ACASAC has provided care and services for animals from Northglenn on court hold where the animal(s)' owner, or former owner, has potential responsibility for making restitution for such animal sheltering and care fees.

SECTION V. TERM

The initial term of this IGA shall be for a period of (12) (twelve) months, commencing on January 1, 2019, and terminating on December 31, 2019, and will automatically renew for successive one-year terms beginning January 1, 2020 according to the terms and conditions herein subject to the termination provisions set forth in Section XI in this IGA.

SECTION VI. FUND AVAILABILITY

Northglenn has appropriated sufficient funds for this IGA for the current fiscal year. Payment pursuant to the IGA, is subject to and contingent upon the continuing availability of Northglenn funds for the purposes hereof. In the event funds become unavailable, Northglenn may terminate this IGA in accordance with Section XI of this IGA.

SECTION VII. INDEPENDENT CONTRACTOR

In providing services under this IGA, the County acts as an independent contractor. As such, the County shall be solely and entirely responsible for its acts, and the acts of its employees, agents, servants, and contractors during the term and performance of this IGA. No employee, agent, servant, or contractor of the County shall be deemed to be an employee, agent, or servant of Northglenn because of the performance of any services or work under this IGA. The County, at its expense, shall procure and maintain workers' compensation insurance and unemployment compensation insurance as required under Colorado law. Pursuant to the Workers' Compensation Act, § 8-40-202(2)(b)(IV), C.R.S., as amended, the County understands that it and its employees and servants are not entitled to workers' compensation benefits from Northglenn. The County further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this IGA.

SECTION VIII. NONDISCRIMINATION

The County shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The County agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause.

SECTION IX. INDEMNIFICATION

To the extent permitted by law, each Party agrees to indemnify and hold harmless the other, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property caused or sustained by any person(s) as a result of the its own performance or failure to perform pursuant to the terms of this IGA. Nothing herein shall be deemed by either party as a waiver of the rights, protections, defenses and limitations afforded both in accordance with the Colorado Governmental Immunity Act C.R.S. § 24-10-1012, *et seq.*, as same may be amended from time to time.

SECTION X. INSURANCE

The County is a "public entity" within the meaning of the Colorado Governmental Immunity Act ("Act"), § 24-10-101, *et seq.*, C.R.S., as amended, and shall at all times during the term of this IGA maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act

SECTION XI. TERMINATION

A. For Cause

If, through any cause, the County fails to fulfill its obligations under this IGA in a timely and proper manner, or if it violates any of the covenants, conditions, or stipulations of this IGA, Northglenn shall thereupon have the right to immediately terminate this IGA, upon giving written notice to the County of such termination and specifying the effective date thereof.

B. For Convenience

Either party may terminate the IGA at any time by giving written notice as specified herein to the other party, which notice shall be given at least sixty (60) days prior to the effective date of the termination. If the IGA is terminated by Northglenn the County will be paid in full for any services provided hereunder prior and up to the date of termination.

SECTION XII. MUTUAL UNDERSTANDINGS

A. Jurisdiction and Venue

The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this IGA. The parties agree that jurisdiction and venue for any disputes arising under this IGA shall be with the 17th Judicial District, Colorado.

B. Compliance with Laws

During the performance of this IGA, the parties agree to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The Parties hereto acknowledge that they are familiar with § 18-8-301, *et seq.*, C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, *et seq.*, C.R.S. (Abuse of Public Office), as amended, and that no violations of such provisions are present.

C. Record Retention

The parties shall maintain records and documentation of the services provided under this IGA, including fiscal records, and shall retain the records for a period of three (3) years from the date this IGA is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized federal, state, County, or Northglenn personnel.

D. Assignability

Neither this IGA, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by either party without the prior written consent of the other party.

E. Waiver

Waiver of strict performance or the breach of any provision of this IGA shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.

F. Force Majeure

Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.

G. Notice

Any notices given under this IGA are deemed to have been received and to be effective: (1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that a facsimile or electronic mail transmission was received. For the purposes of this agreement, any and all notices shall be addressed to the contacts listed below:

For the County:

Adams County Animal Shelter
10705 Fulton Street, Brighton, CO 80601
Attn.: Stephanie Wilde
Phone No.: (720) 523-7907
Facsimile No.: (303) 853-4290
swilde@adcogov.org

and

Adams County Attorney's Office
4430 S. Adams County Parkway, Suite C5000B, Brighton, CO 80601
Attn: Christine Fitch and Heidi Miller
Phone No.: (720) 523-6116
Facsimile No.: (720) 523-6114
cfitch@adcogov.org
hmiller@adcogov.org

For Northglenn:

Chief James S. May Jr.
Northglenn Police Department
11701 Community Center Drive Northglenn, CO 80233

Phone No. 303-450-8967
Facsimile: 303-450-8896
E-mail: jmay@northglenn.org

H. Integration of Understanding

This IGA contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties.

I. Paragraph Headings

Paragraph headings are inserted for the convenience of reference only.

J. Counterparts

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

K. Parties Interested Herein

Nothing expressed or implied in this IGA is intended or shall be construed to confer upon or to give to, any person other than the parties, any right, remedy, or claim under or by reason of this IGA or any covenant, terms, conditions, or provisions hereof. All covenants, terms, conditions, and provisions in this IGA, by and on behalf of the County and Northglenn, shall be for the sole and exclusive benefit of the County and Northglenn.

L. Severability

If any provision of this IGA is determined to be unenforceable or invalid for any reason, the remainder of this agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

M. Authorization

Each party represents and warrants that it has the power and ability to enter into this IGA, to grant the rights granted herein, and to perform the duties and obligations herein described.

IN WITNESS WHEREOF, the parties hereto have caused their names to be affixed.

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Chair

Date

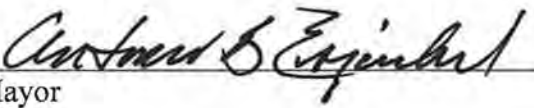
ATTEST:
JOSH ZYGIELBAUM
CLERK AND RECORDER

Approved as to form:

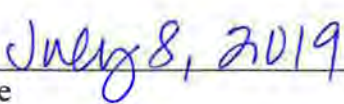
Deputy Clerk

Adams County Attorney's Office

CITY COUNCIL
CITY OF NORTHGLENN, COLORADO



Mayor



Date

Attest:

Approved as to form:



Northglenn City Clerk



Northglenn City Attorney

Article 14-1

CHAPTER 14

ANIMAL CONTROL

ARTICLE 1

ANIMAL CONTROL--GENERAL PROVISIONS

Section 14-1-1. Definitions

Section 14-1-2. Animal Control Officer

Section 14-1-3. Police Officers--Authority and Assistance

Section 14-1-4. Unlawful Acts

Section 14-1-5. Violations--Penalty

Section 14-1-1. Definitions. As used in this ordinance and in the ordinances contained in Chapter 14 of the ordinances of the City of Northglenn.

(a)

"Animal control officer" means and includes any animal control officer appointed pursuant to the provisions of this ordinance, and any person authorized by this ordinance to perform the duties of an animal control officer.

(b)

"Dog" means a mammal of the species *canis familiaris* or other species of the family *Canidae*.

(c)

"Cat" means a mammal of the species *felis domestica* or other species of the family *Felidae*.

(d)

"Domestic animal" means and includes any domestic quadruped or biped not otherwise defined in this section; and any domestic fowl.

(e)

"Bovine animal" means and includes any animal of the species commonly known as cattle or oxen, or other domestic animal of the genus *Bos*.

(f)

"Reptile" means and includes any snake, alligator, lizard, tortoise, turtle or crocodile.

(g)

"Estray" means and includes any bovine animal, horse, mule or ass found running at large upon public or private lands in the City of Northglenn.

(h)

"Owner" means and includes every person owning, possessing, keeping, or otherwise having the custody or control of any dog, cat, domestic animal, or reptile, subject to the provisions of ordinances of the City; and every person, of the age of eighteen years or more, in possession or control of premises upon which is kept any such dog, cat, domestic animal or reptile.

(i)

"Impoundment" means confinement in an animal control facility, or temporary holding facility, and includes custody or possession by an animal control officer or police officer in any authorized place, vehicle, enclosure or building, pending transfer to an animal control facility or temporary holding facility or such holding facility as City Council shall, by agreement, make use of on behalf of the City or pending any investigation.

(j)

"Animal control facility" or "pound" means the animal control facility for the City of Northglenn, State of Colorado, or any other place or facility temporarily or permanently designated by the City Manager or by ordinance for the impounding of dogs, cats, domestic animals, reptiles, or estrays.

(k)

"Manager" means the City Manager of the City of Northglenn, or his authorized representative.

(l)

"Veterinarian" means a person licensed to practice veterinary medicine.

(m)

"Guard dogs" means and includes every dog kept for the purpose of guarding or protecting real or personal property which by reason of special training, breeding, or the known propensities of such dogs, known or intended by the owner of such premises to be likely to attack, or being spirited.

(n)

"Pound fee" means and includes all fees and charges established by the City of Northglenn for the impounding, care, boarding and release of any dog, cat, domestic animal, fowl, or reptile at the animal control facility.

(o)

Except as otherwise provided in this section, the definitions and constructions contained in sections 1-1-5 and 11-5-2 of the Northglenn Municipal Code shall apply.

(p)

"Temporary holding facility" means and includes any building enclosure, vehicle, structure or place designated by the manager for temporary confinement of dogs, cats, domestic animals and reptiles subject to the provisions of this ordinance.

(q)

"Holding fee" means the fee provided by ordinance to be charged and collected by the City of Northglenn or its designated agent for the temporary holding and handling of any dog, cat, domestic animal or reptile.

(r)

"Potbellied Pig" A pig registered with a bona fide potbellied pig registry and weighing less than ninety-five (95) pounds.

[Source: Ord. 436, 1976; 471, 1977; 1075, 1992]

Section 14-1-2. Animal Control Officer.

(a)

A person appointed by the Manager as an animal control officer shall be an

officer of the City of Northglenn and shall be authorized and empowered to enforce the ordinances of the City of Northglenn as such officer.

(b)

An animal control officer shall be an authorized public inspector of the City of Northglenn for the purposes designated or required by the provisions of this Chapter 14 of the Northglenn Municipal Code.

(c)

The animal control officer shall perform such duties as shall from time to time be provided by the ordinances of the City or by the Manager.

(d)

Whenever any federal or state law imposes upon the City of Northglenn, or upon the Mayor or City Council thereof, a duty with respect to the care, custody, keeping, seizing, impoundment or control of any dog, cat, animal, fowl, fish, reptile, or insect, such duty shall be performed by the animal control officer under the authority of this ordinance.

[Source: Ord. 436, 1976]

Section 14-1-3. Police Officers--Authority and Assistance.

(a)

It shall be lawful for any police officer of the City of Northglenn to do or perform any act or duty required, authorized or permitted to the animal control officer.

(b)

It shall be lawful for the animal control officer, or any person performing the duties of an animal control officer, in the performance of any act or duty required, authorized or permitted by ordinance, regulation or the direction of the manager, to call to his assistance any police officer of the City or any person who is a peace officer under the laws of the State of Colorado.

[Source: Ord. 436, 1976]

Section 14-1-4. Unlawful Acts.

(a)

It shall be unlawful for any person, by using or threatening to use violence, force, physical interference, or obstacle, intentionally to obstruct, impair or hinder an animal control officer or police officer in the performance of his duty.

(b)

It shall be unlawful for any person to take, seize or remove from the custody or possession of an animal control officer any dog, cat, animal or fowl which has been seized or impounded by the animal control officer.

(c)

It shall be unlawful for any person, except an animal control officer as defined by this ordinance or a person authorized by this ordinance to perform the duties of an animal control officer, to represent himself to be an animal control officer and thereby obtain possession of any dog, cat, animal or fowl.

[Source: Ord. 436, 1976]

Section 14-1-5. Violations--Penalty. Any violation of any of the provisions of Article 1 of Chapter 14 of the Northglenn Municipal Code shall be punishable as provided in Section 1-1-10(a) (2) of this Code.

[Source: Ord. 1130, 1995]

Article 14-2

CHAPTER 14

ANIMAL CONTROL

ARTICLE 2

DOG CONTROL

Section 14-2-1. Purpose

Section 14-2-2. Title

Section 14-2-3. Rabies Inoculation Required

Section 14-2-4. Exhibition of Rabies Tag

Section 14-2-5. Biting Dogs--Reports

Section 14-2-6. Miscellaneous Unlawful Acts

Section 14-2-7. Confinement or Muzzling of Dogs During Rabies Danger--
Impoundment of Dogs Not Confined or Muzzled

Section 14-2-8. Female Dogs in Heat

Section 14-2-9. Vicious Dogs

Section 14-2-10. Pit Bulls Prohibited

Section 14-2-11. Duties of Animal Control Officer

Section 14-2-12. Release of Impounded Dog--Compliance with Ordinance
Procedures

Section 14-2-13. Guard Dogs--Permit Required

Section 14-2-14. Barking Dogs

Section 14-2-15. Sanitation

Section 14-2-16. Violations--Penalty

Section 14-2-17. Severability Clause

Section 14-2-1. Purpose. The purpose of this ordinance is to regulate the keeping of dogs in the City of Northglenn, to provide for the impounding and disposition of stray dogs found in the City, and to provide for the impounding and disposition of dogs kept or found in violation of the provisions of this ordinance.

[Source: Ord. 1019, 1991]

Section 14-2-2. Title. This ordinance shall be known and cited as the Northglenn Dog Control Ordinance.

[Source: Ord. 1019, 1991]

Section 14-2-3. Rabies Inoculation Required.

(a)

Every dog kept in the City of Northglenn shall be inoculated against rabies by a licensed veterinarian as frequently as recommended by the Compendium of Animal Rabies Control as promulgated by the National Association of State Public Health Veterinarians.

(b)

Any dog not previously inoculated against rabies as required by subsection (a) shall comply with this Section within thirty (30) days after the date on which:

(1)
such dog is brought into the City of Northglenn; or

(2)
such dog is purchased or acquired by the owner.

(c)
Any dog not inoculated in compliance with this Section shall be inoculated by a veterinarian designated by the City, and the owner or keeper of such dog shall be charged for such inoculation.

[Source: Ord. 1019, 1991; 1236, 1999]

Section 14-2-4. Exhibition of Rabies Tag.

(a)
It shall be unlawful for any person to keep within the City of Northglenn any dog required by the provisions of this article to be vaccinated against rabies unless there is fastened to each such dog a collar or harness made of durable material, to which a current rabies vaccination tag is securely attached.

(b)
Any dog required by the provisions of Section 14-2-3 to be vaccinated against rabies, which is running at large in the City of Northglenn without a current rabies vaccination tag shall be seized and impounded by an animal control officer.

(c)
It shall be unlawful to keep any guard dog in the City of Northglenn unless there is fastened on such guard dog, a collar or harness, made of durable material, to which a current rabies vaccination tag is securely attached.

[Source: Ord. 1019, 1991]

Section 14-2-5. Biting Dogs--Reports.

(a)

Any owner of a dog in the City of Northglenn who knows or has probable cause to believe that such dog has bitten another person, shall report such fact to an animal control officer or police officer.

(b)

Any dog reported under the provisions of this section, unless such dog has been vaccinated against rabies as provided by this article, may be confined by order of an animal control officer for rabies observation pursuant to the provisions of Section 14-4-12.

(c)

Any vicious dog may be seized and impounded by an animal control officer. In the event such vicious dog cannot be seized by an animal control officer without exposing the officer to danger or personal injury by such dog, it shall be lawful for such officer, after making every reasonable effort to capture such dog, including the solicitation of assistance from the owner if such owner be ascertainable and available, to forthwith destroy such vicious dog.

(d)

Any owner or keeper of a dog ordered held for observation, pursuant to the provisions of subsection (b) above, shall be assessed a fee as established by contract between the City of Northglenn and the City's designated animal control facility.

[Source: Ord. 1019, 1991]

Section 14-2-6. Miscellaneous Unlawful Acts.

(a)

No person shall affix to the collar or harness of any dog, or permit to remain so affixed, any rabies tag except the rabies tag issued for such dog at the time of its vaccination against rabies.

(b)

No person except the owner thereof shall remove or cause to be removed from

the collar or harness of any dog the rabies tag thereto affixed at the time of its vaccination against rabies.

(c)

No person shall keep or possess any dog in the City of Northglenn unless such dog has been vaccinated against rabies as required by this ordinance.

(d)

No person shall willfully cause, instigate, encourage, or promote any dog fight in the City of Northglenn.

(e)

A person, being the owner or keeper of a dog, shall be guilty of dog at large if such dog runs at large within the City. A dog shall be deemed to be running at large when it is off the premises of the owner or keeper and not within the effective control of that owner or keeper, his agent, servant, or competent member of his family, by means of a leash, cord or chain. A dog shall also be deemed to be running at large when it is on an unfenced portion of the premises of the owner or keeper and the owner or keeper is not physically present within eyesight of the dog. For purposes of this definition, the "premises of the owner or keeper" shall not include the common areas of condominiums, townhouses, and apartment buildings, or any public sidewalk, park, or right of way, and any dog not in the effective control of its owner or keeper upon the common area of any condominium, townhouse or apartment building, or any public area, shall be deemed to be running at large. A dog will not be deemed to be running at large in the following circumstances:

(1)

The dog is at a City-designated off-leash dog park; or

(2)

The dog is at a City-approved off-leash special event located on City property. These events include by way of example, but are not limited to, dog obedience classes, dog agility competitions, and frisbee dog exhibitions. A dog may be off-leash at such an event subject to the following:

(A)

The dog must be within voice and sight control of the owner or keeper at all times in such a manner so as not to endanger persons or property;

(B)

The organizer of such an off-leash special event shall obtain a permit from the Parks and Recreation Board. The permit will specify the location of the event, the date and time of the event, and the amount of human and dog participants permitted.

(f)

No person shall intentionally, willfully or negligently cause any dog to attack or bite any person, dog, cat or domestic animal.

(g)

No person shall exhibit to an animal control officer or police officer any rabies tag, or receipt for rabies vaccination of any dog, presenting the same to apply to any dog other than the dog for which such rabies tag or receipt was issued.

[Source: Ord. 1019, 1991; 1329, 2003; 1684, 2014]

Section 14-2-7. Confinement or Muzzling of Dogs During Rabies Danger--
Impoundment of Dogs Not Confined or Muzzled. Whenever the Mayor shall find that any danger exists from rabies, plague or other canine-carried disease or that any other danger exists from dogs running at large within the City, he may issue his proclamation requiring every owner, possessor, or keeper of any dog within the City to confine or muzzle securely the same for such time as he may designate, during which time it shall be unlawful for any dog to be within the City unless so confined or muzzled securely with a strong wire or leather muzzle fastened so as to prevent any such dog from biting. It shall be the duty of the animal control officer and all police officers of the City to seize and impound any dog that may be found during the time so designated by the Mayor unless confined or muzzled as provided in this ordinance.

[Source: Ord. 1019, 1991]

Section 14-2-8. Female Dogs in Heat. Any unspayed female dog, while in heat, shall be securely confined during such period in the owner's, possessor's, or keeper's home, pen, or other enclosure.

[Source: Ord. 1019, 1991]

Section 14-2-9. Vicious Dogs.

(a)

It shall be unlawful for any person to own, possess, keep, exercise control over, maintain, harbor, transport, or sell within the City of Northglenn any vicious dog.

(b)

No person shall will fully cause, instigate, encourage, or promote any dog to aggressively threaten, attack, attempt to bite, or bite any person or other animal in the City; provided, however, that no violation of this subsection shall be deemed to have occurred where a dog is caused or encouraged to attack any person engaged in attacking or molesting another person.

(c)

For the purpose of this Section 14-2-9, a vicious dog is defined as a dog, which at any place in the City, attacks or bites a human being or dog, cat or domestic animal or which repeatedly charges against a fence in an attempted to attack or charges to the end of its lead in an attempt to attack or has, bitten or attempted to bite; or aggressively threatened by charging, baring its teeth, growling and snapping or otherwise demonstrates vicious behavior toward a human being or another animal; provided, however, that no dog shall be deemed vicious solely by reason of having attacked, threatened, attempted to bite or bitten:

(1)

A person who attacked such dog or who engaged in conduct reasonably calculated to provoke such dog to attack, threaten, or bite such person or another person; or

(2)

Any person engaged in provoking or stopping a dog fight or any altercation between such dog and any other animal; or

(3)

Any person engaged in attacking or molesting another person; or

(4)

Any person engaged in unlawful entering into or upon the fenced or enclosed portion of the premises upon which such dog is kept; or into or upon any automobile or other vehicle parked or stored in, upon, OR on the street adjacent to such premises; or

(5)

Any person engaged in unlawful or unauthorized entering into or UPON any vehicle in which such dog is kept or confined; or

(6)

Any other animal engaged in the unauthorized entry into or upon the fenced or enclosed portion of the premises upon which such dog is kept; or

(7)

Any person other than an authorized police officer or animal control officer engaged in capturing or attempting to capture such dog in the absence of the owner excepting any person attempting to capture a dog on such person's own property.

(d)

Any dog displaying vicious propensities, or having been deemed vicious by any court shall be restrained or confined and secured in an enclosure at all times.

(1)

For the purposes of this Section 14-2-9 restrained shall mean that the dog is under the immediate physical control of a responsible person by a leash or lead and muzzled when not confined or enclosed.

(2)

For the purposes of this Section 14-2-9 confinement shall mean that the dog is housed inside the owner's residence or in a secure enclosure which includes a top permanently attached to opaque sides at least six feet (6') high, a bottom that is either permanently connected to the sides or embedded into the ground no

less than one foot (1'), and must be of such material and closed with a gate or door which cannot be opened by the dog or unauthorized persons.

(3)

For the purposes of this Section 14-2-9 temporary enclosure shall be a secure enclosure used for the purposes of transporting the dog and which includes a top and bottom permanently attached to the sides except for a door for removal of the dog. Such enclosure shall be of such material, and such door closed and secured in such a manner, that the dog cannot exit the enclosure on its own.

(e)

Law enforcement canines under the control of their handler and on official business are exempt from the provisions of this Section 14-2-9.

(f)

Notwithstanding any other provisions of this Section 14-2-9, any vicious dog that causes life threatening injuries or death to any person shall be humanly destroyed.

[Source: Ord. 1221, 1999]

Section 14-2-10. Pit Bulls Prohibited. Pit Bulls Prohibited, is hereby repealed in its entirety.

[Source: Ord. 1221, 1999]

Section 14-2-11. Duties of Animal Control Officer. In addition to any other duties which may be required from him by the Manager or by the ordinances of the City;

(a)

The animal control officer may seize and impound any dog which is in violation of any of the provisions or requirements of this Chapter.

(b)

The animal control officer may, whenever a violation of the provisions of this Chapter is committed by any person in his presence or whenever he shall have

probable cause to believe that a violation of the provisions of this Chapter has been committed by any person, institute proceedings in the Municipal Court of the City of Northglenn for the prosecution of such violation, by issuing a summons and complaint.

(c)

The animal control officer may, whenever he has reason to believe that any violation of this Chapter has been committed or exists, notify the owner of any dog, or dogs of the existence of such violation and request the discontinuance or correction of such violation within a reasonable time stated within such notice. Such notice shall contain a statement that the ordinances of the City provide for issuance of the summons and complaint for violations of the ordinance, and the possible penalties provided by the ordinance. This provision shall not apply to violations of Sections 14-2-9 and 14-2-10.

(d)

The animal control officer may enter upon private property for the purpose of seizing a dog to be impounded if the animal control officer is in pursuit of a dog which he has probable cause to believe to be in violation of any of the provisions of this Chapter and which has strayed to or taken refuge on such private property in the course of such pursuit, or if such entry onto private property is necessary to remove a danger of imminent bodily harm to a human being, animal, dog or cat.

(e)

The animal control officer may enter upon private property for the purpose of seizing and impounding any dog kept upon such property in violation of the provisions of this Chapter;

(1)

Pursuant to order of a municipal judge; or

(2)

With the permission of the owner or tenant of such property.

(f)

The animal control officer may seize and impound any injured dog found at large in the City, when the owner cannot be immediately located.

(g)

The animal control officer shall dispose of any dead dogs found in the City. If such dead dog has a rabies tag attached, the animal control officer shall notify, or cause to be notified the owner thereof. The animal control officer shall remove and dispose of the rabies tag attached to such dead dog.

[Source: Ord. 1019, 1991]

Section 14-2-12. Release of Impounded Dog--Compliance with Ordinance Procedures.

(a)

No impounded dog shall be released from impoundment except upon compliance with the procedures provided by the Northglenn Impounding Ordinance.

(b)

No impounded dog shall be released from impoundment until the pound fee has been paid to the animal control facility.

(c)

Whenever any dog is released from impoundment, the owner shall be required to sign a receipt for the release of such dog, containing a description of the dog, and an acknowledgment of ownership on the part of such owner.

[Source: Ord. 1019, 1991]

Section 14-2-13. Guard Dogs--Permit Required. Guard Dogs--Permit Required, is hereby amended to read as follows:

(a)

No person shall keep any guard dog for the purpose of guarding or protecting real or personal property, in the City of Northglenn without first obtaining a permit therefor from the City Clerk of the City of Northglenn.

(b)

Application for the permit required by this section shall be made to the City Clerk and shall be accompanied by payment of an initial application fee of fifty dollars

(\$50.00) and an additional permit fee of twenty-five dollars (\$25.00) for each dog therein described. The permit will specify the location at which such dog is to be kept, shall be non-transferable to any other location and shall expire on the date specified in the permit, which date shall not be later than one year after the date of issuance.

(c)

No person shall keep any guard dog for the purpose of guarding or protecting real or personal property unless such dog is securely confined within a building or enclosure, with provision for adequate safeguards, against entry thereto by children and against accidental or unintentional entry by any person. Such building or enclosure shall be marked with a sign declaring the danger at every door, gate or entrance thereto and at intervals of every 100 feet of fenced enclosure.

(d)

It shall be unlawful for any person, firm, corporation, or association to cause to permit any dog to be kept in violation of this section; and any dog so kept in violation of this section may be seized and impounded by the animal control officer.

(e)

No vicious dog, as defined in Section 14-2-9, shall be licensed as a guard dog.

[Source: Ord. 1019, 1991; 1221, 1999; 1384, 2004]

Section 14-2-14. Barking Dogs. It shall be unlawful for any person to own, keep, or have in his possession or harbor any dog which, without provocation, by frequent or habitual howling, barking, or otherwise, shall cause annoyance or disturbance to any persons. This section shall not apply to an animal control officer in the performance of his duties nor to hospitals conducted for treatment of dogs and small animals.

[Source: Ord. 1019, 1991]

Section 14-2-15. Sanitation. The owner of any dog kept in the City of Northglenn shall cause excreta to be removed from any dog run or yard in which such dog is

kept to prevent contamination of the dog and to prevent diseases, hazards and odors. The accumulation of excreta upon any premises in violation of the provisions of this section shall be unlawful and shall be deemed a public nuisance.

[Source: Ord. 1019, 1991]

Section 14-2-16. Violations--Penalty.

(a)

It shall be unlawful for any person to violate any of the provisions of this ordinance, Article 2 of Chapter 14 of the Municipal Code of the City of Northglenn.

(b)

Proceedings for prosecution of violations of Section 14-2-6 (e) of this article shall be conducted in compliance with the applicable procedural requirements of Section 14-4-14 of this chapter.

(c)

Violations of the provisions of Section 14-2-6 (e) of this article shall be punishable by a fine of at least twelve dollars (\$12.00) for the first offense within a one (1) year time period measured from the date of any prior violation of said provision. Additional violations within a one (1) year period shall be punishable by fines of at least twenty-five dollars (\$25.00) for a second offense and at least sixty dollars (\$60.00) for each offense thereafter. No single violation shall be punishable by a fine of more than four hundred ninety-nine dollars (\$499.00).

(d)

Violations of the provisions of Section 14-2-9 shall be punishable as follows:

(1)

For a first violation involving a threatening of, attack upon, or biting of, a human being, a mandatory fine, not subject to suspension, of not less than two hundred dollars (\$200.00) and the mandatory implantation in the dog of a unique identifying computer microchip by a licensed veterinarian at the owner's expense plus any additional penalty allowed hereunder, including the humane

destruction of the dog, which the court deems proper. Evidence of such implantation and the unique identifying microchip number shall be certified by the veterinarian to the City's animal control officer(s) within ten (10) days of conviction or upon release of the dog from impoundment, whichever is less.

(2)

For the second violation involving the threatening of, attack upon, or biting of, a human being by the same dog as was involved in the first violation, or any dog owned by the same person over a three (3) year period following the first violation, a fine of not less than three hundred fifty dollars (\$350.00) and the owner of the dog shall be required to obtain and maintain liability insurance on the dog in an amount of at least one hundred thousand dollars (\$100,000) the evidence of such insurance shall be made by the insurer to the City's animal control officer(s), to spay or neuter the dog, to keep the dog securely confined as defined in subsection (d) when on the property of the owner, to keep the dog securely leashed and muzzled or secured in a temporary enclosure as defined in subsection (d) when away from the property of the owner, to refrain from selling or transferring ownership of the dog, to notify the City's animal control officer(s) immediately if the dog is lost or stolen, and/or any additional penalty allowed hereunder, including the humane destruction of the dog, which the court deems proper.

(3)

For a third violation involving the threatening of, attack upon, or biting of a human being by the same dog as was involved in the first or second violation, or any dog owned by the same person over a three (3) year period following the first or second violation, a fine of not less than four hundred ninety-nine dollars (\$499.00) and a mandatory jail sentence, not subject to suspension, of not less than five (5) days. Additionally, the dog shall be humanely destroyed.

(4)

Notwithstanding any other provisions of this Section 14-2-9, any vicious dog that causes life threatening injuries or death to any person shall be destroyed.

(e)

Violations of provisions of Section 14-2-13 of this article shall be punishable by a fine of not more than three hundred dollars (\$300.00), or by imprisonment in the City jail or county jail for not more than ninety (90) days or by both fine and imprisonment.

(f)

Except as otherwise provided in Section 14-2-16 (b), (c), (d) and (e) of this article, violations of the provisions of this Article 2 of Chapter 14 of the Municipal Code shall be punishable as provided in Section 1-1-10 (a) (2) of this Code.

[Source: Ord. 1130, 1995; 1221, 1999; 1392, 2005]

Section 14-2-17. Severability Clause. If any provisions of this article or the application thereof to any person or circumstance, is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

[Source: Ord. 1019, 1991]

Article 14-3

CHAPTER 14

ANIMAL CONTROL

ARTICLE 3

CATS AND ANIMALS

Section 14-3-1. Estrays

Section 14-3-2. Impounding of Cats

Section 14-3-3. Impounding of Animals

Section 14-3-4. Entry on Private Property

Section 14-3-5. Removal of Dead and Injured Cats, Domestic Animals and Reptiles

Section 14-3-6. Rabies Inoculation Required

Section 14-3-7. Exhibition of Rabies Tag

Section 14-3-8. Unlawful Acts

Section 14-3-9. Biting Cats and Animals--Reports

Section 14-3-10. Duties of Animal Control Officer

Section 14-3-11. Violations--Penalty

Section 14-3-12. Severability Clause

Section 14-3-13. Three or More Rabbits--License Required

Section 14-3-14. Limitation on Number of Rabbits Kept

Section 14-3-15. Limitation on Area and Location of Keeping Rabbits

Section 14-3-16. Cancellation, Suspension or Revocation of License

Section 14-3-17. Reserved

Section 14-3-18. Keeping of Chickens

Section 14-3-19. Keeping of Honey Bees

—

Section 14-3-1. Estrays. When any estray shall be found in the City of Northglenn, the animal control officer shall pick up such estray, shall within five (5) days thereafter, unless such estray is first claimed by the owner, notify by mail the state board of stock inspection commissioners, and shall otherwise comply with the provisions of article 4 of Chapter 8, Colorado Revised Statutes 1963, as amended. Such estray shall be kept and cared for as provided by the Northglenn Impounding Ordinance.

[Source: Ord. 196, 1973]

Section 14-3-2. Impounding of Cats.

(a)

The animal control officer may seize and impound any cat which is found strayed or running at large in any public highway, street or public way, or upon public property.

(b)

The animal control officer may seize and impound any cat which is in violation of the provisions of this ordinance.

[Source: Ord. 196, 1973]

Section 14-3-3. Impounding of Animals. The animal control officer may seize and impound any domestic animal except an estray as defined in Section 14-1-1 (g), or any reptile which is found running at large in the City.

[Source: Ord. 106, 1973]

Section 14-3-4. Entry on Private Property. The animal control officer may enter upon private property for the purpose of seizing a cat, domestic animal or reptile to be impounded, or for the purpose of seizing an estray, which has strayed to or taken refuge on such private property in the course of pursuit thereof by the animal control officer, or if such entry onto private property is necessary to remove or prevent a hazard or danger to any person or property, or if such entry is authorized by order of a municipal judge. The animal control officer may enter upon private property, with the consent of the owner of such property, in the performance of his duties under this ordinance.

[Source: Ord. 196, 1973]

Section 14-3-5. Removal of Dead and Injured Cats, Domestic Animals and Reptiles. The animal control officer may remove or cause to be removed from any public or private place in the City any dead or injured cat, domestic animal or reptile, and thereupon impound or destroy the same. If any dead or injured cat has a rabies tag attached, the animal control officer shall notify, or cause to be notified, the owners thereof.

[Source: Ord. 196, 1973]

Section 14-3-6. Rabies Inoculation Required.

(a)

Every cat kept in the City of Northglenn shall be inoculated against rabies by a licensed veterinarian as frequently as recommended by the Compendium of Animal Rabies Control as promulgated by the National Association of State Public Health Veterinarians.

(b)

Any cat not previously inoculated against rabies as required by subsection (a) shall comply with this Section within thirty (30) days after the date on which:

(1)

such cat is brought into the City of Northglenn; or

(2)
such cat is purchased or acquired by the owner.

[Source: Ord. 196, 1973; 1236, 1999]

Section 14-3-7. Exhibition of Rabies Tag.

(a)
It shall be unlawful for any person to keep within the City of Northglenn any cat required by the provisions of Section 14-3-6 to be vaccinated against rabies unless:

(1)
there is fastened on each such cat a collar or harness made of durable material, to which a current rabies vaccination tag is securely attached, or

(2)
the owner of such cat has in his possession, and exhibits to the animal control officer, evidence that such cat has been vaccinated against rabies within the time required by this ordinance.

[Source: Ord. 196, 1973]

Section 14-3-8. Unlawful Acts.

(a)
No person shall keep or possess an adult cat unless such cat has been vaccinated against rabies as required by Section 14-3-6 of this ordinance.

(b)
It shall be unlawful for the owner of any cat or potbellied pig to permit or allow such cat or potbellied pig to run at large. Whenever any cat or potbellied pig shall be found running at large in the City, it shall be presumed until the contrary appears that such cat or potbellied pig is permitted by the owner of such cat or potbellied pig to run at large.

(c)

It shall be unlawful for the owner of any female cat in heat to permit the same to run at large, or to fail to keep the same confined within a building or enclosure.

(d)

It shall be unlawful for any person to keep or possess, in the City of Northglenn any Canada lynx, cougar, tiger, leopard, mountain lion, panther, puma, bob cat, lynx cat, wild cat, timber wolf, grey wolf, prairie wolf, fox, coyote, badger, raccoon, hybrid wolf-dog, or any animal now or hereafter classified as a precatory animal by the statutes of the State of Colorado except as provided in Section 14-3-8(e) of this ordinance. A hybrid wolf-dog is defined as any dog displaying the majority of physical traits of a timber wolf, grey wolf, or prairie wolf.

(e)

Section 14-3-8(d) shall not apply to animals kept in secure confinement upon premises occupied and used for purposes of a circus, exhibition or other entertainment when such animals are kept in the City of Northglenn for not more than seven (7) days.

(f)

It shall be unlawful for any person to own, keep, have in his possession or harbor any cat, potbellied pig or domesticated animal which without provocation, shall cause annoyance or disturbance to any person by habitual howling, barking, meowing, squawking, squealing or otherwise disturbing the peace. This section shall not apply to an animal control officer in the performance of his duties, nor to hospitals conducted for treatment of small animals and cats.

(g)

The owner of any cat, potbellied pig, domestic animal or reptile kept in the City of Northglenn shall cause excreta to be removed from any pen, cage or yard in which such cat, potbellied pig, domestic animal or reptile is kept to prevent contamination, diseases, hazards and odors. The accumulation of excreta upon any premises in violation of the provisions of this section shall be unlawful and shall be deemed a public nuisance.

(h)

It shall be unlawful for any person to permit or allow a horse on publicly owned

or maintained park or open space property, including trails, unless such person has received written permission from the City Manager in the form of a permit or license for a special event or parade.

[Source: Ord. 196, 1973; 271, 1973; 1048, 1992; 1075, 1993; 1546, 2009]

Section 14-3-9. Biting Cats and Animals--Reports.

(a)

Any owner of a cat, domestic animal or reptile in the City of Northglenn, who knows or has probable cause to believe that such cat, domestic animal or reptile has bitten another person, shall report such fact to an animal control officer or police officer.

(b)

Any person who knows or has probable cause to believe that any cat, domestic animal or reptile in the City of Northglenn has bitten any person or has bitten another cat, domestic animal or dog, may report such fact to an animal control officer or police officer.

(c)

Any cat, domestic animal or reptile reported under the provisions of this section, unless theretofore vaccinated against rabies as provided by this article, may be confined by order of an animal control officer for rabies observation pursuant to the provisions of Section 14-4-12.

[Source: Ord. 246, 1973]

Section 14-3-10. Duties of Animal Control Officer. In addition to any other duties which may be required from him by the administrator or by the ordinances of the City:

(a)

The animal control officer may seize and impound any cat which is in violation of any of the provisions or requirements of this ordinance.

(b)

The animal control officer may, whenever a violation of the provisions of this ordinance is committed by any person in his presence or whenever he shall have probable cause to believe that a violation of the provisions of this ordinance has been committed by any person, institute proceedings in the Municipal Court of the City of Northglenn for the prosecution of such violation, by issuing a summons and complaint.

(c)

The animal control officer may, whenever a violation under the provisions of this ordinance is committed by any person in his presence, or whenever he shall have probable cause to believe that a violation of the provisions of this ordinance has been committed by any person, issue a warning notice requiring the correction or discontinuance of any violation or existing condition within a period of not more than seven (7) days.

(d)

The animal control officer may, whenever he has reason to believe that any violation of this ordinance has been committed or exists, notify the owner of any cat, or cats, of the existence of such violation and request the discontinuance or correction of such violation within a reasonable time stated within such notice. Such notice may contain a statement that the ordinances of the City provide for issuance of the summons and complaint for violations of the ordinance, and the possible penalties provided by the ordinance.

(e)

The animal control officer may enter upon private property for the purpose of seizing a cat to be impounded if the animal control officer is in pursuit of a cat which he has probable cause to believe to be in violation of any of the provisions of this ordinance and which has strayed to or taken refuge on such private property in the course of such pursuit, or if such entry onto private property is necessary to remove a danger of imminent bodily harm to a human being, animal, dog or cat.

(f)

The animal control officer shall seize and impound any cat which is in violation of any of the provisions of this ordinance.

(g)

The animal control officer may seize and impound any injured cat found at large in the City, when the owner cannot be immediately located.

(h)

The animal control officer shall dispose of any dead cats found in the City. If such dead cat has a rabies tag attached, the animal control officer shall notify, or cause to be notified, the owner thereof. The animal control officer shall remove and dispose of the rabies tag attached to such dead cat.

[Source: Ord. 196, 1973]

Section 14-3-11. Violations--Penalty.

(a)

It shall be unlawful for any person to violate any of the provisions of this ordinance, article 3 of Chapter 14 of the Municipal Code.

(b)

Proceedings for prosecution of violations of Section 14-3-8(b) of this article shall be commenced only in compliance with the procedural requirements of Section 14-4-14 of this chapter.

(c)

Except as provided in Section 14-3-11 (b) of this article, violation of any of the provisions of this ordinance, Article 3 of Chapter 14 of the Northglenn Municipal Code, shall be punishable as provided in Section 1-1-10(a) (2) of this Code.

[Source: Ord. 318, 1974; 1130, 1995]

Section 14-3-12. Severability Clause. If any provisions of this ordinance, or the application thereof to any person or circumstance, is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

[Source: Ord. 196, 1973]

Section 14-3-13. Three or More Rabbits--License Required.

(a)

Any person residing in the City of Northglenn desiring to keep upon the premises upon which he resides three (3) or more rabbits may apply for a license pursuant to the provisions of this ordinance.

(b)

A license issued under this ordinance may authorize the keeping by the person named in the license, and members of the immediate family of such person, upon the premises stated in the license, of the number of rabbits stated in the license as family pets.

(c)

The keeping of rabbits for commercial purposes in residential zones is prohibited by the zoning ordinance, Chapter 11, of the Municipal Code, and a license issued under this ordinance does not authorize the keeping of rabbits for commercial purposes.

(d)

Application for such license shall be made to the City Clerk upon forms provided by the City and accompanied by payment of a license fee of ten dollars (\$10.00). Such application shall contain such information as the City Clerk may require for purposes of enforcement of the provisions of this ordinance, including at least the following:

(1)

The name and address of the applicant;

(2)

A description of the rabbits proposed to be kept and the number thereof;

(3)

A statement of the number of rabbits, if any, kept at the same premises by any other person, and the name of such person.

(e)

The holder of a license issued pursuant to the provisions of this ordinance may make application for an amended license as provided in Section 14-3-13(d).

[Source: Ord. 646, 1982]

Section 14-3-14. Limitation on Number of Rabbits Kept.

(a)

No occupant of any residential dwelling unit in the City shall keep or permit to be kept upon the premises more than two (2) rabbits, unless such occupant or another occupant of the same dwelling unit has obtained and has in effect a license under the provisions of this ordinance authorizing the keeping of more than two rabbits.

(b)

No occupant of any residential dwelling unit in the City for which a license authorizing the keeping of more than two rabbits has been issued under the provisions of this ordinance shall keep or permit to be kept upon such premises any rabbit or rabbits in excess of the number authorized by such license.

(c)

No license issued under the provisions of this ordinance shall authorize the keeping of more than six (6) rabbits upon the premises of the same dwelling unit.

[Source: Ord. 334, 1974]

Section 14-3-15. Limitation on Area and Location of Keeping Rabbits.

(a)

The total area used for keeping of rabbits on the premises of any dwelling shall not exceed five hundred (500) square feet.

(b)

Any area used for keeping of rabbits pursuant to a license issued under the

provisions of this ordinance shall be located at the rear of the lot and shall not be located within seventy-five (75) feet of any dwelling.

[Source: Ord. 334, 1974]

Section 14-3-16. Cancellation, Suspension or Revocation of License.

(a)

Any license issued under the provisions of this ordinance for the keeping of rabbits shall be subject to cancellation, suspension and revocation as provided by article 1 of Chapter 18 of the Municipal Code.

(b)

In addition to the grounds stated in said article 1 of Chapter 18 of the Municipal Code, the following shall be grounds for suspension or revocation of such license.

(1)

The keeping of rabbits in such manner as to create a nuisance.

(2)

Mistreatment of rabbits by the licensee.

(c)

Except as otherwise provided in this section, proceedings for the cancellation, suspension or revocation of any license issued under the provisions of this ordinance shall be as provided in Section 14-2-17 and article 1 of Chapter 18 of the Municipal Code.

[Source: Ord. 334, 1974]

Section 14-3-17. Reserved.

Section 14-3-18. Keeping of Chickens.

(a)

Purpose. This section is established to provide for regulations regarding the

keeping of domestic chickens on residential properties with separately enclosed rear yards as outlined in Section 11-7-2 of the Northglenn Zoning Ordinance. More specifically, the purpose of this Section is to provide for the following:

- (1)
Regulate the number of chickens allowed on specific properties;
 - (2)
Regulate the dimensional requirements and parameters of accessories associated with the domestication of chickens;
 - (3)
Provide for adequate protection of chickens in association with existing ordinances;
 - (4)
Provide for appropriate regulations with regard to nuisances created by the keeping of chickens;
 - (5)
Establish a licensing protocol for the keeping of chickens; and
 - (6)
This Section 14-3-18 does not supersede the covenants of any subdivision or homeowners association.
- (b)
Animal Protection. Protection of animals, including chickens is regulated by Chapter 9, Article 7 (Animal Protection Ordinance) of the Northglenn Municipal Code.
- (c)
Nuisance. Any nuisance associated with the keeping of chickens shall be regulated by Chapter 9, Article 11 (Northglenn Nuisance Ordinance) of the Northglenn Municipal Code.

(d)

Disruption of coops by wildlife. The City shall not regulate or otherwise be deemed to have any responsibility for conflicts with the keeping of chickens created by wildlife.

(e)

Licensing of Chickens. Any person residing in the City of Northglenn desiring to keep upon their premises chickens, as defined in 14-1-1 of the Northglenn Municipal Code, must apply for a license pursuant to the provisions of this Section 14-3-18.

(f)

A license issued under this Section 14-3-18 may authorize the keeping by the person named in the license, and the members of the immediate family of such person, upon the premises stated in the license, or the number of chickens stated in the license.

(g)

A one-time application for such license shall be made to the Department of Planning and Development upon forms provided by the City and accompanied by payment of a license fee of twenty-five dollars (\$25.00). Such application shall contain such information as the Department of Planning and Development may require for purposes of enforcement of the provisions of this Section 14-3-18, including at least the following:

(1)

The name and address of the applicant;

(2)

An acknowledgment of the regulations for the keeping of chicken hens as prescribed by this Section 14-3-18;

(3)

Any license issued under the provisions of this Section 14-3-18 for the keeping of chickens shall be subject to cancellation, suspension and revocation as provided by Article 1 of Chapter 18 of the Municipal Code.

(4)

Except as otherwise provided in this section, proceedings for the cancellation, suspension or revocation of any license issued under the provisions of this ordinance shall be as provided in Section 14-2-17 and Article 1 of Chapter 18 of the Municipal Code.

(5)

The holder of a license issued pursuant to the provisions of this Section 14-3-18 may make application for an amended license as provided in Section 14-3-18(d).

(6)

Upon the decision of the license holder to cease the raising of chickens, the license holder shall notify Planning and Development.

(h)

Maximum Numbers. No more than six (6) chickens are permitted per parcel.

(i)

Gender Restriction. Females of the species (chicken hens) are allowed to be kept on the premises. Roosters or males of the species are prohibited.

(j)

Outdoor Space Requirement. Chickens must be provided a minimum of twenty (20) square feet of permeable surface per bird and must be provided a coop that is predator resistant. Chicken coops are not subject to the architectural standards of accessory structures and shall not be included as part of lot requirements for the percentage of structure occupying the rear yard area.

(k)

Coop Size and Placement. Chicken hen coops must adhere to the following size and placement regulations:

(1)

Chicken Coop Size. Must not exceed one hundred and twenty (120) square feet, and must provide at least four (4) square feet of space per bird.

(2)

Chicken Coop Height. Must not exceed six (6) feet in height.

(3)

Chicken Coop Placement. Must be placed five (5) feet from property fence line and twenty (20) feet from residence or primary structure on adjacent property. Coops must reside in the rear yard of the premises as defined by 11-5-2(b) (191) of the Northglenn Municipal Code.

(l)

Chicken Ranging. Chicken hens are restricted to the rear yard of any parcel in a residential zoning district. Chickens may range up to the property line but must be kept in the required chicken coop from dusk until dawn.

(m)

Fencing. Chicken hens kept in the rear yard must be contained by a fence adequate to contain animals. The fence must be a minimum of four (4) feet in height.

(n)

Slaughtering. Chicken hens may not be killed, on the premises, by or at the direction of the owner or keeper except pursuant to the lawful order of state or county health officials, or for the purpose of euthanasia when surrendered to a licensed veterinarian for such purpose, or as otherwise expressly permitted by law.

(o)

Excrement. The owner of any chicken hens kept in the City of Northglenn shall cause excreta to be removed from any pen, cage, coop or yard in which such chickens are kept to prevent contamination, diseases, hazards and odors. The accumulation of excreta upon any premises in violation of the provisions of this section shall be unlawful and shall be deemed a public nuisance in accordance with Chapter 9, Article 11 (Northglenn Nuisance Ordinance) of the Northglenn Municipal Code.

(p)

The licensing of chicken hens provided herein shall not be deemed a property use within the meaning of C.R.S. § 38-1-101 (3) (a), and nothing in this Ordinance

shall be deemed to confer a property right, but shall instead authorize a mere license for the activity of keeping chicken hens.

[Source: Ord. 1713, 2016]

Section 14-3-19. Keeping of Honey Bees.

(a)

Purpose. This Section is established to provide for regulations regarding the keeping of honey bees on residential properties with separately enclosed rear yards and as outlined in Section 11-7-2 of the Northglenn Zoning Ordinance. This Section does not regulate the keeping of bees on open space, parks or community gardens. More specifically, the purpose of this Section is to provide for the following:

(1)

Establish certain requirements of sound beekeeping practices, which are intended to regulate the keeping of honey bees in populated areas;

(2)

Regulate the number and placement of hives on the property;

(3)

Provide for adequate protection of honey bees consistent with existing City regulations;

(4)

Provide for appropriate regulations with regard to nuisances created by the keeping of honey bees;

(5)

Establish a licensing protocol for the keeping of honey bees; and

(6)

This Section 14-3-19 does not supersede the covenants of any subdivision or homeowners association.

(b)

Animal Protection. Protection of animals, including honey bees is regulated by Chapter 9, Article 7 (Animal Protection Ordinance) of the Northglenn Municipal Code.

(c)

Nuisance. Any nuisance associated with the keeping of bees shall be regulated by Chapter 9, Article 11 (Northglenn Nuisance Ordinance) of the Northglenn Municipal Code.

(d)

Disruption of hives by wildlife. The City shall not regulate or otherwise be deemed to have any responsibility for conflicts with the keeping of bees created by wildlife.

(e)

Licensing of Honey Bees. Any person residing in the City of Northglenn desiring to keep upon their premises bees, as defined in 14-1-1 of the Northglenn Municipal Code must apply for a license pursuant to the provisions of this Section 14-3-19.

(1)

A license issued under this Section 14-3-19 may authorize the keeping by the person named in the license, and the members of the immediate family of such person, upon the premises stated in the license, or the number of honey bee hives stated in the license.

(2)

Application for such license shall be made to the Department of Planning and Development upon forms provided by the City and accompanied by payment of a license fee of twenty-five dollars (\$25.00). Such application shall contain such information as the Department of Planning and Development may require for purposes of enforcement of the provisions of this Section 14-3-19, including at least the following:

(A)

The name and address of the applicant;

(B)

An acknowledgment of the regulations for the keeping of honey bees as prescribed by this Section 14-3-19.

(3)

Any license issued under the provisions of this section 14-3-19 for the keeping of honey bees shall be subject to cancellation, suspension and revocation as provided by Article 1 of Chapter 18 of the Municipal Code.

(4)

Except as otherwise provided in this section, proceedings for the cancellation, suspension or revocation of any license issued under the provisions of this ordinance shall be as provided in Section 14-2-17 and article 1 of Chapter 18 of the Municipal Code.

(f)

Maximum Number. No more than two (2) honey bee hives are permitted per parcel.

(g)

Hive Placement. Hives must be placed in the rear yard.

(h)

Aggressive bees and swarms. If a colony becomes aggressive or swarms, the beekeeper shall re-queen the colony with a queen selected from stock bred for gentleness and nonswarming characteristics.

(i)

Hive Screening Required. The beekeeper shall establish and maintain a flyway barrier at least six (6) feet in height consisting of a solid wall, fence, dense vegetation or combination thereof that will not allow the bees to pass through, and that is located within five (5) feet from the hive's egress, and is parallel to the property line and extending ten (10) feet beyond the colony in each direction so that all honey bees are forced to fly at an elevation of at least six (6) feet above ground level over the property lines in the vicinity of the apiary.

(j)

Water. Each beekeeper shall ensure that a convenient source of water is available at all times to the honey bees so that the honey bees are discouraged from congregating at swimming pools, pet water bowls, birdbaths or other water sources where they may cause human, or domestic pet contact.

(k)

Prohibited. Africanized bees shall be prohibited.

(l)

Maintenance of hives. Any honey bee colony not residing in a hive structure intended for beekeeping, or any swarm of bees or colony residing in a standard or homemade hive which, by virtue of its condition, has obviously been abandoned by the beekeeper, is unlawful and shall be deemed a public nuisance in accordance with Chapter 9, Article 11 (Northglenn Nuisance Ordinance) of the Northglenn Municipal Code. The hive may be summarily destroyed or removed from the City by an appropriate designee. The beekeeper will have thirty (30) days from the time of the complaint to bring the hive/hives into compliance.

(m)

The licensing of honey bees provided herein shall not be deemed a property use within the meaning of C.R.S. § 38-1-101 (3) (a), and nothing in this Ordinance shall be deemed to confer a property right, but shall instead authorize a mere license for the activity of keeping honey bees.

[Source: Ord. 1714, 2016]

Article 14-4

CHAPTER 14

ANIMAL CONTROL

ARTICLE 4

IMPOUNDING

Section 14-4-1. Title and Purpose

Section 14-4-2. Pound Facilities

Section 14-4-3. Care of Estrays

Section 14-4-4. Disposition of Injured Dog or Animal
Section 14-4-5. Notice of Impoundment
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Section 14-4-9. Disposition of Impounded Cats and Other Animals
Section 14-4-10. Exceptions--Authority of Manager
Section 14-4-11. Authority of Municipal Court to Order Disposition of Dog or Animal
Section 14-4-12. Confinement for Rabies Observation
Section 14-4-13. Temporary Holding Facility
Section 14-4-14. Procedure for Impounding and Release of Dogs and Cats--
Temporary Holding Fee
Section 14-4-15. Temporary Holding--Records Required
Section 14-4-16. Other Records Required

Section 14-4-1. Title and Purpose.

(a)

The provisions of this article 4 of Chapter 14 of the Municipal Code shall be known and cited as the Northglenn Impounding Ordinance.

(b)

The provisions of this article shall govern the impounding, custody, control, release and disposition of dogs, cats, domestic animals and reptiles impounded or confined pursuant to the ordinances of the City.

[Source: Ord. 436, 1976]

Section 14-4-2. Pound Facilities.

(a)

The City Council shall designate an appropriate animal holding facility as the animal control facility of the City of Northglenn, wherein shall be kept all dogs, cats, domestic animals and reptiles impounded, pursuant to the ordinances of the City, except as otherwise provided in this section.

(b)

The Manager may designate one or more temporary holding facilities for the temporary impoundment, holding or confinement of dogs, cats, domestic animals and reptiles subject to the provisions of this chapter.

[Source: Ord. 436, 1976; 982, 1989; 1221, 1999]

Section 14-4-3. Care of Estrays. Any bovine animal, horse, mule or ass taken up as estray shall be properly cared for, fed, and provided with necessary services of a veterinarian, and kept or housed at the animal control facility of the City of Northglenn, or at such other suitable place or facility as the Manager shall direct.

[Source: Ord. 436, 1976]

Section 14-4-4. Disposition of Injured Dog or Animal.

(a)

In the event a seriously or critically injured dog, cat, domestic animal, or reptile is in the custody of the animal control facility without identification, without a rabies tag, or other means of identifying the owner, the supervisor of Animal Control of the City of Northglenn is hereby and herewith authorized to dispose of such dog, cat, domestic animal, or reptile without holding the same for any period.

(b)

In the event a seriously or critically injured dog, cat, domestic animal or reptile impounded by an animal control officer is without identification, without a rabies tag, or other means of identifying the owner, such animal control officer is hereby and herewith authorized to dispose of such injured dog, cat, domestic animal or reptile without holding the same for any period and without placing the same in the animal control facility.

[Source: Ord. 436, 1976; 982, 1989]

Section 14-4-5. Notice of Impoundment. In every case of impoundment, the animal control officer shall cause to be entered in the records of the Northglenn Police Department within eight (8) hours after seizure, and for six consecutive

days thereafter, a description of each dog, cat, domestic animal or reptile impounded; the date, place and approximate time of seizure; and the name and address of the animal control facility in which the same is impounded. Such records shall be open to inspection by any person during regular business hours.

[Source: Ord. 955, 1989]

Section 14-4-6. Procedure for Release of Impounded Dog or Cat.

(a)

No dog or cat shall be released from impoundment except upon compliance with the redemption procedure provided by ordinance, or upon order of a municipal judge, the manager, or an animal control officer.

(b)

Any dog or cat impounded solely by reason of violation of the requirements of this chapter relating to rabies vaccination or the display of a rabies tag or rabies vaccination receipt, may be redeemed by the owner or the agent of the owner upon:

(1)

Satisfactory proof of ownership;

(2)

Proof of compliance with the rabies vaccination requirements of this chapter;
and

(3)

Payment of all fees for impoundment or holding animals at the animal control facility, shall be as established by contract between the City of Northglenn and the City's designated animal control facility.

(c)

Any dog or cat impounded by reason of being found running at large in the City of Northglenn may be redeemed by the owner or the agent of the owner upon:

(1)

Satisfactory proof of ownership;

(2)

Proof of compliance with the rabies vaccination requirements of this chapter;

(3)

Payment of all fees for impoundment or holding animals at the animal control facility shall be as established by contract between the City of Northglenn and the City's designated animal control facility.

(4)

Compliance with the requirements of Sections 14-4-14 and 14-4-15 of this article.

(d)

A dog or cat impounded by order of any court shall not be released except as ordered by such court.

(e)

Any impounded dog or cat who has been found running at large shall be required to have a unique identifying computer microchip implanted in the dog or cat by a licensed veterinarian at the owner's expense. Evidence of such microchip implantation and the unique identifying microchip number shall be provided by the veterinarian to the City's animal control officer(s) within ten (10) days of conviction or upon release of the dog or cat from impoundment, whichever is less.

[Source: Ord. 852, 1987; 982, 1989; 1221, 1999]

Section 14-4-7. Procedure for Release of Impounded Domestic Animal or Reptile. Any impounded domestic animal, fowl or reptile, except an estray subject to the provisions of Section 14-3-1, may be redeemed by the owner thereof or the agent of the owner upon satisfactory proof of ownership together with the payment of the appropriate fee.

[Source: Ord. 471, 1977]

Section 14-4-8. Disposition of Impounded Dogs.

(a)

If a complaint has been filed in the municipal court, an impounded dog shall not be destroyed except by order of a municipal judge.

(b)

If a complaint has not been filed in the municipal court, because the owner of an impounded dog is not known or cannot be located, and such dog has not been claimed within five (5) days of the date of impoundment, not counting the day of impoundment, such dog may be sold, given away or destroyed in accordance with the procedures established by the City of Northglenn and the animal control facility. For purposes of this paragraph, days means days during which the pound is open to the public.

(c)

If a complaint has not been filed in the municipal court, but the owner, possessor or keeper of an impounded dog has been notified of the impoundment as provided by this ordinance and such dog has not been claimed within six days of the date of impoundment, such dog may be destroyed or otherwise disposed of in the manner provided in subsection (b) of this section.

(d)

The date on which notice of the impoundment of such dog is posted in a public place pursuant to the provisions of this ordinance shall conclusively be presumed to be the date of impoundment for all purposes of this ordinance.

[Source: Ord. 935, 1988; 982, 1989; 1236, 1999]

Section 14-4-9. Disposition of Impounded Cats and Other Animals.

(a)

If an impounded cat has not been claimed within five (5) days of the date of impoundment, not counting the day of impoundment, such cat may be sold, given away or destroyed in accordance with the procedures established by the City of Northglenn and the animal control facility. For purposes of this paragraph, days means days during which the pound is open to the public.

(b)

If any domestic animal or reptile, except an estray subject to the provisions of Section 14-3-1, has not been claimed within five (5) days of the date of impoundment, not counting the first day of impoundment, such domestic animal or reptile may be sold, given away or destroyed in accordance with the procedures established by the City of Northglenn and the animal control facility. For purposes of this paragraph, days means days during which the pound is open to the public.

[Source: Ord. 935, 1988; 1236, 1999]

Section 14-4-10. Exceptions--Authority of Manager. The provisions of any other section of this ordinance notwithstanding, the Manager shall have the power and authority, whenever in his judgment the interest of the City of Northglenn requires such action, to extend any time period provided by this ordinance; to waive or refund payment of any fee required by this ordinance when it shall appear that such fee has been unlawfully imposed or collected; or to order that any dog, cat, domestic animal or reptile shall not be destroyed or disposed of as may be provided by this ordinance.

[Source: Ord. 436, 1976]

Section 14-4-11. Authority of Municipal Court to Order Disposition of Dog or Animal.

(1)

The Municipal Court of the City of Northglenn shall have the authority:

(a)

To order the destruction of a vicious dog, cat, domestic animal or reptile, whether or not impounded, in accordance with the provisions of subsection (2) below.

(b)

To order the disposition of any dog, cat, domestic animal or reptile impounded and subject to disposition by order of court under the provisions of any City ordinance.

(c)

To order the waiver or refund of any fee required by this ordinance when it shall appear that such fee has been unlawfully imposed or collected.

(d)

To order that any dog, cat, domestic animal or reptile shall not be destroyed as permitted by this ordinance.

(e)

To extend any time period provided by this ordinance.

(f)

To order the confinement for rabies observation of any dog, cat or domestic animal in any circumstances in which such confinement is provided or permitted under the provisions of this article.

(g)

To order the release from impoundment or confinement of any dog, cat, domestic animal or reptile impounded or confined under the provisions of this chapter.

(h)

To make and enforce such orders as the judge shall deem necessary or desirable to accomplish the purposes and enforcement of this ordinance, or to correct or prevent injustice in the application of any provisions of this ordinance.

(2)

Prior to ordering the destruction of a dog, cat, domestic animal or reptile, the court shall conduct a hearing at the earliest date available to the court and the parties to determine if the animal shall be destroyed. At said hearing, the Colorado Rules of Evidence shall not apply, and the court shall ensure that evidence shall be offered and questioning shall be conducted in an orderly manner and according to basic notions of fairness. At said hearing, the Court shall consider, as applicable, the following:

(A)

Any evidence presented at any trial involving the animal;

(B)

The conduct of the animal during the incident charged;

(C)

Any other evidence of dangerous or violent behavior by the animal, or threats thereof;

(D)

Any prior violations by the owner, possessor, keeper or controller of the animal of this chapter or similar laws of any state or political subdivision thereof;

(E)

Any prior violations by any other owner, possessor, keeper or controller of the animal, involving the same animal, of any violation of this chapter or any similar laws of any state or political subdivision thereof;

(F)

Any other conditions existing on the property where the animal has been or will be kept which would affect the likelihood of any danger to any person, animal or property;

(G)

Any evidence of any ameliorative action taken by the owner, possessor, keeper or controller of the animal which would affect the likelihood of any danger to any person, animal or property;

(H)

Any other evidence relevant to the issues to be determined by the court;

(I)

If the defendant is not an owner of the animal, and if the name and address of an owner is known to the City or the court, said owner shall be notified in writing of the date, time, place and purpose of said hearing at least five days before said hearing. Notice shall be sufficient if served in compliance with C.M.C.R. 206(F);

(J)

If at such hearing, the City establishes by a preponderance of the evidence, that

there is a reasonable likelihood of future injury to person, property or animals, the court shall order the animal to be destroyed in a humane manner. Upon oral motion of the defendant or an owner, said order shall be stayed for 30 days to allow the movant to appeal said order, provided the movant pays the estimated costs of impoundment within 24 hours of the entering of the stay;

(K)

If the court determines that it is not appropriate to order the animal destroyed, the court may order the animal returned and to be kept under such circumstances as will ensure the safety of persons, property or other animals.

[Source: Ord. 905, 1988]

Section 14-4-12. Confinement for Rabies Observation.

(a)

An animal control officer may by order cause any dog, cat, or domestic animal to be confined for a period of ten (10) days for rabies observation when:

(1)

He has probable cause to believe that such dog, cat or domestic animal has bitten any person, or has bitten any dog, cat or domestic animal of different ownership; or

(2)

He has probable cause to believe that a person has been bitten by a dog, cat or domestic animal, and a reasonable basis for believing that the dog, cat or domestic animal proposed to be confined has bitten or could have bitten such person; or

(3)

He has probable cause to believe that such dog, cat or domestic animal has rabies; or

(4)

He has probable cause to believe that such dog, cat or domestic animal has been exposed to rabies.

(b)

Whenever any dog, cat or domestic animal is ordered confined under the provisions of Section 14-4-12(a), and such dog, cat or domestic animal has not been vaccinated against rabies as provided by this chapter, the animal control officer shall order such confinement at the place provided by Section 14-4-12(d)(1) or (2).

(c)

Whenever any dog, cat or domestic animal which has been vaccinated against rabies as provided in this chapter is ordered confined under the provisions of Section 14-4-12(a), the animal control officer may order such confinement on the premises of the owner of such dog, cat or domestic animal, if he determines:

(1)

That such owner resides in the City of Northglenn; and

(2)

That such confinement can be accomplished without exposing the public to danger from the dog, cat or domestic animal so confined.

(d)

If the animal control officer determines that confinement of such dog, cat or domestic animal cannot be accomplished as provided in Section 14-4-12(c), he may order such dog, cat or domestic animal confined for the purposes of Section 14-4-12(a);

(1)

At a private veterinary hospital, at the expense of the owner of such dog, cat or domestic animal, if such owner agrees to be responsible for such expense; or

(2)

At the animal control facility, in which event the owner of such dog, cat or domestic animal shall be responsible for payment of the pound fee established by this ordinance.

(e)

Whenever any dog, cat or domestic animal is confined in the animal control

facility for the purposes of Section 14-4-12(a), and the owner thereof is known or is located:

(1)

The owner shall be given written notice of the period of confinement and the purpose thereof;

(2)

Such notice shall state that upon expiration of the period of confinement, if such dog, cat or domestic animal is not found to be rabid, the same will be deemed impounded subject to redemption as provided in the Municipal Code.

(f)

Upon the expiration of any period of confinement for rabies observation, any dog, cat or domestic animal confined in the animal control facility for such observation shall be deemed impounded. The day following expiration of such period of confinement shall be the first day of impoundment, and notice thereof shall be posted in the municipal building of the City of Northglenn as provided by Section 14-4-5. Such impounded dog, cat or domestic animal may be claimed, redeemed or disposed of as provided in this article.

[Source: Ord. 436, 1976]

Section 14-4-13. Temporary Holding Facility.

(a)

Any dog, cat, domestic animal or reptile impounded under the provisions of the ordinances of the City, if the owner thereof can be identified and located, may be placed in the discretion of the Manager or an animal control officer, in a temporary holding facility.

(b)

Except as otherwise provided in this article, any dog, cat, domestic animal or reptile placed in a temporary holding facility, or temporarily held under the provisions of this ordinance, may be released as provided in Section 14-4-14 of this ordinance.

[Source: Ord. 436, 1976]

Section 14-4-14. Procedure for Impounding and Release of Dogs and Cats--
Temporary Holding Fee.

(a)

As used in this section:

(1)

"Notice" means a notice issued by an animal control officer to the owner of a dog or cat, notifying such owner that such dog or cat was running at large in the City on a date certain, and containing a schedule or statement of the penalties and fees provided therefore by ordinance.

(2)

"Incident" means any date on which any dog or cat was running at large in the City, as shown by the records of the City, as the result of which:

(i)

Such dog or cat was impounded; or

(ii)

A notice was issued to the owner pursuant to the provisions of this section; or

(iii)

A summons and complaint was issued to the owner for violation of a City ordinance.

(3)

"Running at large" means running at large in violation of a City ordinance.

(4)

The words "summons may issue" mean that the animal control officer, if he shall have probable cause to believe that a violation of the provisions of Section 14-2-6(e) or Section 14-3-8(b) of this chapter has been committed by the owner of such dog or cat, shall institute proceedings for the prosecution of such violation, by issuing to the owner of such dog or cat a summons and complaint which shall

require the appearance of said owner before the Municipal Court, or at the clerk's office of said court, to answer the charges therein specified.

(b)

In the case of any impounded dog or cat, whose owner has not previously been the subject of an incident, found running at large by an animal control officer; such dog or cat shall be released from the temporary holding facility, to the owner, upon compliance with the provisions of Section 14-4-15 of this article and the following:

(1)

Payment of all fees for impoundment or holding animals for each day the animal is held at the animal control facility shall be as established by contract between the City of Northglenn and the City's designated animal control facility.

(2)

Display of proof of rabies vaccination.

(c)

In the case of any impounded dog or cat, whose owner has once previously been the subject of an incident, found running at large by an animal control officer a summons may issue and such dog or cat shall be released from the holding facility, to the owner, upon compliance with the provisions of Section 14-4-15 of this article and the following:

(1)

Payment of fees as established by contract between the City of Northglenn and the City's designated animal control facility.

(2)

Display of proof of rabies vaccination.

(d)

In the case of any impounded dog or cat, whose owner has more than once previously been the subject of an incident, found running at large by an animal control officer such dog or cat shall be released from the temporary holding

facility, to the owner, upon compliance with the provisions of Section 14-4-15 of this article and the following:

(1)

Payment of all fees as established by contract between the City of Northglenn and the City's designated animal control facility; and

(2)

Display of proof of rabies vaccination; and

(3)

The animal control officer, if he shall have probable cause to believe that a violation of the provisions of Section 14-2-6(e) or Section 14-3-8(b) of this chapter has been committed by the owner of such dog or cat, shall institute proceedings for the prosecution of such violation, by issuing to the owner of such dog or cat a summons and complaint which shall require the mandatory appearance of said owner before the Municipal Court of the City of Northglenn to answer the charges therein specified. If for any reason proceedings are not commenced as herein provided, a notice shall issue to the owner of such dog or cat.

(e)

Whenever any dog or cat shall be found running at large by an animal control officer, but the animal control officer is unable to capture such dog or cat outside the enclosed premises of the owner thereof, summons may issue. The animal control officer shall, in any case in which summons does not issue:

(1)

If such dog or cat has not previously been the subject of an incident, issue a notice to the owner thereof.

(2)

If such dog or cat has once previously been the subject of an incident, issue a notice, containing the words "second notice", to the owner thereof.

(3)

If such a dog or cat has more than once been the subject of an incident, and the

animal control officer has probable cause to believe that a violation of the provisions of Section 14-2-6(e) or Section 14-3-8(b) of this chapter has been committed by the owner of such dog or cat, the animal control officer shall institute proceedings for the prosecution of such violation, by issuing to the owner of such dog or cat a summons and complaint which shall require the mandatory appearance of said owner before the Municipal Court of the City of Northglenn to answer the charges therein specified.

(f)

Whenever any dog or cat is found running at large in the City, the determination that the owner of such dog or cat has previously been the subject of one or more incidents shall be made on the basis of records of incidents during the period of one (1) year immediately preceding the date of the violation for the purposes of which the determination is made.

(g)

If the owner of any impounded dog or cat subject to a temporary holding fee under the provisions of this ordinance shall establish, by affidavit or as otherwise provided by rule of the Manager, that he is an indigent person without money or property to pay the temporary holding fee, the animal control officer may release such dog or cat without payment of such temporary holding fee.

[Source: Ord. 436, 1976; 829, 1986; 982, 1989]

Section 14-4-15. Temporary Holding--Records Required.

(a)

The records required by this section are in addition to all other records required by ordinance or by order of the Manager.

(b)

At the time of release of any dog, cat, domestic animal or reptile from any temporary holding facility pursuant to the provisions of Section 14-4-13 and 14-4-14 of this ordinance, the Manager shall make and keep or cause to be made and kept a record or records containing at least the following information:

(1)

The name and address of the owner of such dog, cat, domestic animal or reptile;

(2)

The date, time and place at which such dog, cat, domestic animal or reptile was seized by the animal control officer;

(3)

The date of release;

(4)

The holding fee paid;

(5)

The name and address of the person receiving such dog, cat, domestic animal or reptile upon release;

(6)

The signature of the person named pursuant to Section 14-1-6(d) (5), affirming or verifying the information required by Sections 14-1-6(d) (1) to (5).

[Source: Ord. 436, 1976]

Section 14-4-16. Other Records Required.

(a)

At the time of release to the owner of any dog, cat, domestic animal or reptile, not impounded or held in a temporary holding facility, the animal control officer shall make and cause to be filed with the Manager a record or records containing at least the information provided by Section 14-4-15(b) of this article.

(b)

At the time of issuance of any notice pursuant to the provisions of Section 14-4-14 of this article, the animal control officer shall make and cause to be filed with the Manager a record or records containing at least the information provided by Section 14-4-15(b) of this article.

(c)

An animal control officer issuing a summons and complaint pursuant to the provisions of Section 14-4-14 of this article shall make and cause to be filed with the Manager a record or records containing at least the information provided by Section 14-4-15(b) of this article.

(d)

The records required by the provisions of this section and Section 14-4-15 to be made and kept shall be filed for the purpose of providing an accurate and complete record of all incidents and violations and for the proper and fair administration of the provisions of this chapter.

[Source: Ord. 436, 1976]

Article 14-5

CHAPTER 14
ANIMAL CONTROL
ARTICLE 5
REPEALED (ORD. 1291, 2001)

Article 14-6

CHAPTER 14
ANIMAL CONTROL
ARTICLE 6
SAVING CLAUSE--SEVERABILITY

Section 14-6-1. Severability Clause. If any provision of this ordinance or of Chapter 14 of the Northglenn Municipal Code or the application thereof to any person or circumstance, is held invalid, such invalidity shall not affect other provisions or application of this ordinance or this chapter which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance and this chapter are declared to be severable.

[Source: Ord. 197, 1973]

Article 14-7

CHAPTER 14
ANIMAL CONTROL
ARTICLE 7
REPEALED (ORD. 1292, 2001)

Exhibit B: Annual Flat Rate Fee Schedule
Between Adams County Animal Shelter/Adoption Center
and City of Northglenn

January 1, 2019 - December 31, 2019:

The Annual Flat Rate Fee for Shelter Services for the City of Northglenn in 2019 is a total of \$33,672.00. This annual flat rate fee will be payable in three (3) payments of \$11,224.00. Invoices will be issued as follows and payable within thirty days of the invoice date.

July 1, 2019	\$11,224.00
September 1, 2019	\$11,224.00
November 1, 2019	\$11,224.00

January 1, 2020 - December 31, 2020:

The Annual Flat Rate Fee for Shelter Services for the City of Northglenn in 2020 will be determined by September 1, 2019 as the total of \$33,672.00 multiplied by the current official local CPI of 2018. This annual flat rate fee will be payable in three (3) payments of \$11,224.00 x 2018 CPI Index. Invoices will be issued as follows and payable within thirty days of the invoice date.

July 1, 2020	$\$11,224.00 + (\$11,224.00 \times 2018 \text{ CPI Index})$
September 1, 2020	$\$11,224.00 + (\$11,224.00 \times 2018 \text{ CPI Index})$
November 1, 2020	$\$11,224.00 + (\$11,224.00 \times 2019 \text{ CPI Index})$



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 10, 2019
SUBJECT: Final Acceptance of the Public Improvements constructed at the Shook Subdivision, Phase 1, 160 th Avenue. and Elmira Street
FROM: Kristin Sullivan, AICP, Director of Public Works Brian Staley, PE, PTOE, Deputy Director of Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approve a resolution granting Final Acceptance of the public improvements constructed at the Shook Subdivision, Phase 1, (Case No.'s PLT2005-00051, PRJ2005-00059, SIA2016-00018 and SUB2018-00003).

BACKGROUND:

The SHOOK SUBDIVISION, PHASE 1, is generally located along 160th Avenue and Elmira Street in unincorporated Adams County as indicated by the attached map (Exhibit A). The public Improvements for the Shook Subdivision, Phase 1, were granted Preliminary Acceptance on November 15, 2018. As outlined in the resolution dated February 27, 2006 approving the site, and the Subdivision Improvement Agreement, approved under resolution number 2018-121, and resolution number 2018-176, all improvements have satisfactorily completed the guarantee period. A Performance Bond, No. 9775772, issued by the Westfield Insurance Company, has been placed as collateral in the amount of \$404,548.46, that will need to be released as part of this Final Acceptance.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Public Works Department
Adams County Community and Economic Development Department
Adams County Attorney's Office

ATTACHED DOCUMENTS:

Resolution
Exhibit A

FISCAL IMPACT:

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

Fund:**Cost Center:**

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

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

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING FINAL ACCEPTANCE OF THE PUBLIC IMPROVEMENTS
CONSTRUCTED AT THE SHOOK SUBDIVISION, PHASE 1, (Case No's. PLT2005-00051, PRJ2005-
00059, SIA2016-00018 and SUB2018-00003)

WHEREAS, the required public street improvements have been constructed at the SHOOK SUBDIVISION PHASE 1, Case No. PLT2005-00051, PRJ2005-00059, SIA2016-00018 and SUB2018-00003, in accordance with the approved construction drawings; and,

WHEREAS, in accordance with the provisions of the Adams County Development Standards and Regulations, the public improvements have satisfactorily completed the guaranty period; and,

WHEREAS, in accordance with the Adams County Development Standards and Regulations, the Adams County Public Works Department has inspected the public improvements for Final Acceptance; and,

WHEREAS, the Adams County Public Works Department recommends Final Acceptance of the public improvements constructed at the SHOOK SUBDIVISION, PHASE 1; and,

WHEREAS, in accordance with the Adams County Development Standards and Regulations, and the subdivision improvements agreement as approved by resolution number 2018-121, and resolution number 2018-176, a Performance Bond that was placed as collateral, in the amount of \$404,548.46, will need to be released as part of this Final Acceptance.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the public improvements constructed at the SHOOK SUBDIVISION, PHASE 1, be and hereby are accepted and approved in accordance with the provisions of the Adams County Development Standards and Regulations.

BE IT FURTHER RESOLVED, that the BOCC hereby authorizes the release of the posted collateral, as noted in the Performance Bond, No. 9775772, issued by the Westfield Insurance Company, in the amount of \$404,548.46.

Exhibit A, Shook Parcel Subdivision Phase 1



Legend

Highways (5,000 - 10,000)

- Interstate
- Highway
- Tollway

Parcel Linework

- <all other values>
- 4

- Building
- County Parks and Open Space
- Subdivision

Cities

- Arvada
- Aurora
- Bennett
- Brighton
- Commerce City
- Federal Heights
- Lochbuie
- Northglenn
- Thornton
- Westminster

- Small Lakes
- Major Lakes

Rivers

- Canal
- Ditch
- Primary Creek
- River
- Secondary Creek
- Stream

0.2 0 0.08 0.2 Miles

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 10, 2019
SUBJECT: 2020 Emergency Management Performance Grant Application
FROM: Ron Sigman, Emergency Manager
AGENCY/DEPARTMENT: Community Safety and Well-Being
HEARD AT STUDY SESSION ON: n/a
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the resolution.

BACKGROUND:

EMPG is the primary source of federal funding directed to state, local, and tribal governments to support all-hazards emergency management programs through personnel, planning, training, and exercises. Program objectives for each applicant jurisdiction include the capability to perform crisis and consequence management tasks as indicated in the Emergency Management Functions at the Type IV level for 24 to 72 hours.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Colorado Department of Homeland Security and Emergency Management

ATTACHED DOCUMENTS:

Resolution
LEMS 2020 Part I Work Plan Template
LEMS 2020 Part II Jurisdiction Information and Signatures
EMPG Part III with formulas
EMPG 2020 Targeted Training of EMPG funded Personnel

FISCAL IMPACT:

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

Fund:**Cost Center:**

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

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

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION GRANTING THE OFFICE OF EMERGENCY MANAGEMENT APPROVAL
TO APPLY FOR THE 2020 EMERGENCY MANAGEMENT PERFORMANCE GRANT

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Office of Emergency Management is hereby authorized to apply for the 2020 Emergency Management Performance Grant.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign the application on behalf of Adams County.



COLORADO

Division of Homeland Security
& Emergency Management

Department of Public Safety

Part I

Calendar Year 2020 EMPG-LEMS Grant Activities

Work Plan Template (v.091719)

Instructions

Use the 15 EMF categories as a framework for planning your annual work program and consider identified capability gaps or shortfalls that need to be addressed. This can be done in four steps.

1. First, consider your community's long-term strategy for developing and sustaining an all-hazards preparedness strategy, including initiatives that can be accomplished during the grant performance period as well as those objectives that will need to be phased over multiple years.
2. Second, identify Planned Activities that, when completed, will assist you in achieving your long-term strategy. Complete the Work Plan Template by identifying Planned Activities for each Emergency Management Function (EMF) that is relevant to your strategy. Identify to the extent possible the measurable outcome for each Planned Activity.
3. Third, place those activities that can be accomplished during the current performance period in the quarter that you expect the activity to be completed (it is recognized that schedules and priorities change and that activities may actually be accomplished in a different quarter than the one projected).
4. Fourth, determine if the products/activities you have identified combine to make your program eligible for 100% of your award (use the product/activity table from the guidance)
5. Finally, submit the finished document to your assigned DHSEM Regional Field Manager.

Please don't hesitate to contact your DHSEM Regional Field Manager for assistance in completing this Work Plan Template.

Signatures

Must be signed (in ink) or (Adobe Acrobat digital signature) by the emergency manager and forwarded to the assigned DHSEM Regional Field Manager for approval.

By signing, the applicant acknowledges that he/she has read and understands the calendar year 2020 Program Guidelines and Application Kit.

Jurisdiction: Adams County, Colorado

Jurisdiction Administrator (Title): Emergency Manager

RKS

Date: 11-20-19

Emergency Manager of Jurisdiction: Ron Sigman

RK Sigman

Date: 11-20-19

DHSEM Regional Field Manager: Cory Stark

Date: _____



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Part I 2020 EMPG-LEMS Grant Activities Work Plan Template

2020 EMPG-LEMS Grant Activities		
EMF-1		
Finance and Administration		
Objective(s) of Planned Activities: <i>Budget preparation, grant administration, LEMS application, expense tracking, quarterly reimbursement requests, quarterly performance reports, equipment monitoring</i>		
Mandatory Federal Activities for this EMF: Submit updated FFATA		
1 st Quarter	Planned Activities: Submit 1 st Quarter report and reimbursement request. Expense tracking for OEM	Results:
2 nd Quarter	Planned Activities: Submit 2 nd Quarter report and reimbursement request. Expense tracking for OEM	Results:
3 rd Quarter	Planned Activities: Submit 3 rd Quarter report and reimbursement request. Expense tracking for OEM OEM budget preparation	Results:
4 th Quarter	Planned Activities: Submit 4 th Quarter report and reimbursement request. Expense tracking for OEM	Results:



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2020 EMPG-LEMS Grant Activities

EMF-2

Laws and Authorities

Objective(s) of Planned Activities: *Ordinances, resolutions, emergency declarations, EMAP accreditation, compliance with laws and regulations*

Mandatory Federal Activities for this EMF: None

1 st Quarter	Planned Activities: Resolution approving American Red Cross shelter agreement.	Results:
2 nd Quarter	Planned Activities: Resolution approving Annual Operating Plan. Resolution adopting Hazard Mitigation Plan.	Results:
3 rd Quarter	Planned Activities: Resolution adopting revised Disaster Management Plan	Results:
4 th Quarter	Planned Activities: Train & Exercise Plans	Results:



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2020 EMPG-LEMS Grant Activities

EMF-3

Risk Assessment

Objective(s) of Planned Activities: *Development/upgrade of local/tribal THIRA (Threat and Hazard Risk Identification and Assessment) or (HIRA Hazard Risk Identification and Assessment), development of corresponding risk management strategies*

Mandatory Federal Activities for this EMF: None

1 st Quarter	Planned Activities: Continue development of Hazard Mitigation Plan to include HIRA Research feasibility of developing a Community Resiliency Plan	Results:
2 nd Quarter	Planned Activities: Adoption of Hazard Mitigation Plan (HMP)	Results:
3 rd Quarter	Planned Activities: Work with Planning and County departments to integrate (HMP) into risk management strategies	Results:
4 th Quarter	Planned Activities: Work with Planning and County departments to integrate (HMP) into risk management strategies	Results:



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Division of Homeland Security & Emergency Management

Department of Public Safety

2020 EMPG-LEMS Grant Activities

EMF-4

Hazard Mitigation Plans and Projects

Objective(s) of Planned Activities: *Development of local/tribal hazard mitigation plans, implementation of hazard mitigation projects, coordination of Environmental and Historic Preservation (EHP) reviews*

Mandatory Federal Activities for this EMF: None

1 st Quarter	Planned Activities: Continue working with vendor to develop the Hazard Mitigation Plan	Results:
2 nd Quarter	Planned Activities: Continue working with vendor to develop the Hazard Mitigation Plan Adoption of the HMP	Results:
3 rd Quarter	Planned Activities: Work with Planning and County departments to integrate (HMP) into risk management strategies	Results:
4 th Quarter	Planned Activities: Work with Planning and County departments to integrate (HMP) into risk management strategies	Results:



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Division of Homeland Security & Emergency Management

Department of Public Safety

2020 EMPG-LEMS Grant Activities

EMF-5

Emergency Operations Plans

Objective(s) of Planned Activities: *Development/upgrades of local/tribal emergency operations plans (EOPs) in accordance with CPG-101, Version 2.0, fostering partnerships with EOP stakeholder agencies and organizations.*

Mandatory Federal Activities for this EMF: All EMPG Program grantees/sub-grantees must maintain, or revise as necessary, jurisdiction-wide all-hazards Emergency Operations Plans that are consistent with CPG-101 v.2 (November 2010) and provide copies of new and revised EOPs/Annexes to DHSEM Regional Field Manager.

1 st Quarter	Planned Activities: Revision of the County Disaster Management Plan Revision / development of Plan Annexes	Results:
2 nd Quarter	Planned Activities: Revision of the County Disaster Management Plan Revision / development of Plan Annexes	Results:
3 rd Quarter	Planned Activities: Adoption of the new County Disaster Management Plan Revision / development of Plan Annexes	Results:
4 th Quarter	Planned Activities: Revision / development of Plan Annexes	Results:



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Division of Homeland Security & Emergency Management

Department of Public Safety

2020 EMPG-LEMS Grant Activities

EMF-6

Recovery Plans

Objective(s) of Planned Activities: *Development/upgrades of local/tribal recovery plans, fostering partnerships with recovery stakeholder agencies and organizations*

Mandatory Federal Activities for this EMF: None

1 st Quarter	Planned Activities: Reactivate COOP plan with vendor Provide training on COOP to Department COOP Liaisons Continue partnership with Agility Recovery Solutions	Results:
2 nd Quarter	Planned Activities: Revise COOP plans as needed Continue partnership with Agility Recovery Solutions	Results:
3 rd Quarter	Planned Activities: Quarterly meeting with Department COOP Liaisons Continue partnership with Agility Recovery Solutions	Results:
4 th Quarter	Planned Activities: Quarterly meeting with Department COOP Liaisons Continue partnership with Agility Recovery Solutions	Results:



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Division of Homeland Security
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Department of Public Safety

2020 EMPG-LEMS Grant Activities

EMF-7

Training

Objective(s) of Planned Activities: *NIMS training delivery, staff professional development, development of Training & Exercise Plans (TEPs)*

Mandatory Federal Activities for this EMF, (1) all EMPG program funded personnel (State/Local/Tribal) must complete the following NIMS training courses and record proof of completion: IS 100; IS 200; IS 700; and IS 800; FEMA Professional Development Series: IS 139; IS 230.a; IS 235.a; IS 240.a; IS 241.a; IS 242.a; and IS 244.a, (2) all grantees and sub-grantees are required to develop a Multi-Year TEP that incorporates linkages to core capabilities and update it annually.

1 st Quarter	Planned Activities: Implement the <u>CY20 TEP</u> <u>Update CY 21</u> of the multi-year training and exercise plan. This plan should include required training for EMPG funded personnel Report completed training for EMPG funded personnel.	Results:
2 nd Quarter	Planned Activities: Submit updated TEP to FM Report completed training for EMPG funded personnel.	Results:
3 rd Quarter	Planned Activities: Work with MAC group to determine <u>training and exercise goals for 2021 and 2022.</u> Participate in TEPW	Results:
4 th Quarter	Planned Activities: Report completed training for EMPG funded personnel.	Results:



COLORADO

Division of Homeland Security
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Department of Public Safety

2020 EMPG-LEMS Grant Activities

EMF-8

Exercises

Objective(s) of Planned Activities: *Participation in exercises as "Sponsoring" and/or "Participating" agencies. Conduct at least one resource management drill/functional exercise.*

Mandatory Federal Activities for this EMF: (1) All EMPG program funded personnel (State/Tribal/Local) must participate in at least three exercises in a 12-month period. Sub-grantees may sponsor and/or participate in other sponsor's exercises to fulfill this requirement, (2) all grantees and sub-grantees are required to develop a Multi-Year TEP that incorporates linkages to core capabilities and update it annually.

1 st Quarter	Planned Activities: Implement exercise program as outlined in the TEP Develop plan to meet grant exercise requirement and review with FM. Report on completed exercises include AAR or CAP	Results:
2 nd Quarter	Planned Activities: Implement exercise program as outlined in the TEP Report on completed exercises include AAR or CAP	Results:
3 rd Quarter	Planned Activities: Implement exercise program as outlined in the TEP Report on completed exercises include AAR or CAP	Results:
4 th Quarter	Planned Activities: Implement exercise program as outlined in the TEP Report on completed exercises include AAR or CAP	Results:



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2020 EMPG-LEMS Grant Activities

EMF-9

Incident Management

Objective(s) of Planned Activities: *EOC management, COG, multi-agency coordination, support of incident command operations*

Mandatory Federal Activities for this EMF: None

State Requirement: Hold a meeting with the jurisdiction's emergency services and partner agencies to include: law enforcement, fire, EMS, public works, health and medical, behavioral health, mass care (human services, Red Cross, VOAD), school districts, public utilities, public information, and other relevant stakeholders. These are the agencies and entities which constitute your partners during an EOC activation and any significant incident response. Prepare an agenda for these meetings with the Regional Field Manager.

1 st Quarter	Planned Activities: County LEPC meetings County Emergency Managers meeting Monthly NCR committee meetings	Results:
2 nd Quarter	Planned Activities: County LEPC meetings County Emergency Managers meeting County Fire Season Kick-Off meeting Monthly NCR committee meetings	Results:
3 rd Quarter	Planned Activities: County LEPC meetings County Emergency Managers meeting Monthly NCR committee meetings	Results:
4 th Quarter	Planned Activities: County LEPC meetings County Emergency Managers meeting Monthly NCR committee meetings	Results:



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2020 EMPG-LEMS Grant Activities

EMF-10

Communications

Objective(s) of Planned Activities: *Activities supporting interoperability, including cooperative planning, equipment tests, drills, radio checks, purchases, etc*

Mandatory Federal Activities for this EMF: None

1 st Quarter	Planned Activities: Monthly EOC equipment tests Quarterly County notification drills Monthly ARES meetings	Results:
2 nd Quarter	Planned Activities: Monthly EOC equipment tests Quarterly County notification drills Monthly ARES meetings	Results:
3 rd Quarter	Planned Activities: Monthly EOC equipment tests Quarterly County notification drills Monthly ARES meetings	Results:
4 th Quarter	Planned Activities: Monthly EOC equipment tests Quarterly County notification drills Monthly ARES meetings	Results:



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2020 EMPG-LEMS Grant Activities

EMF-11

Operations Procedures

Objective(s) of Planned Activities: *Development/maintenance of systems (e.g., Web EOC), processes (e.g., resource order process), capabilities (e.g., EOC management training), and Plans (e.g., COOP) to support incident operations*

Mandatory Federal Activities for this EMF: None

1 st Quarter	Planned Activities: Updating Resource Management Process Updating Situational Awareness Process Conduct EOC training	Results:
2 nd Quarter	Planned Activities: Train in new Resource and SA process Conduct EOC training	Results:
3 rd Quarter	Planned Activities: Exercise new Resource and SA process Conduct EOC training	Results:
4 th Quarter	Planned Activities: Exercise new Resource and SA process Conduct EOC training	Results:



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2020 EMPG-LEMS Grant Activities

EMF-12

Mutual Aid

Objective(s) of Planned Activities: *Maintenance of local, interagency, regional and statewide intergovernmental agreements. Meet with stakeholder groups to go over mutual aid agreements for currency and validity.*

Mandatory Federal Activities for this EMF: None

1 st Quarter	Planned Activities: Annual Operating Plan IGA Revision of inter-County / municipality IGA for mutual aid Work with County Assessor on multi-county PDA IGA MOU with American Red Cross	Results:
2 nd Quarter	Planned Activities: Adoption of Annual Operating Plan Revision/adoption of inter-County / municipality IGA for mutual aid	Results:
3 rd Quarter	Planned Activities:	Results:
4 th Quarter	Planned Activities:	Results:



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Division of Homeland Security
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2020 EMPG-LEMS Grant Activities

EMF-13

Resource Management

Objective(s) of Planned Activities: *Development/maintenance of resource mobilization plans and processes, including database management systems, financial controls and relevant forms*

Mandatory Federal Activities for this EMF: None

Colorado Requirement: In order to meet the requirements of the Colorado Disaster Emergency Act CRS 24-33.5, Part 7, a Colorado priority for the 2020 EMPG program is the development and implementation of state and local resource management systems. (Please see program requirements in guidance)

1 st Quarter	Planned Activities: Some time in 2020 conduct a resource management workshop, drill, or functional exercise. Revision of Resource Management Annex Update resource database in WebEOC	Results:
2 nd Quarter	Planned Activities: Resource Management Exercise/Labs	Results:
3 rd Quarter	Planned Activities: Resource Management Exercise/Labs Update resource database in WebEOC	Results:
4 th Quarter	Planned Activities: Resource Management Exercise/Labs	Results:



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2020 EMPG-LEMS Grant Activities

EMF-14

Facilities Management

Objective(s) of Planned Activities: *Monitoring & maintenance of EOC/Alternate EOC facilities and equipment*

Mandatory Federal Activities for this EMF: None

1 st Quarter	Planned Activities: Monthly EOC equipment checks	Results:
2 nd Quarter	Planned Activities: Monthly EOC equipment checks Purchase of "EOC in a box" equipment for alternate EOC	Results:
3 rd Quarter	Planned Activities: Monthly EOC equipment checks	Results:
4 th Quarter	Planned Activities: Monthly EOC equipment checks	Results:



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2020 EMPG-LEMS Grant Activities

EMF-15

Crisis Communication, Public Information and Education

Objective(s) of Planned Activities: *Development/maintenance of Joint Information System (JIS) protocols and procedures, web page management, and procedures for utilizing social media. Development and maintenance of Alert and Warning Plans and procedures.*

Mandatory Federal Activities for this EMF: None

1 st Quarter	Planned Activities: Maintenance of OEM webpage Utilize OEM social media sites Update Alert & Warning Annex Work with Communications Dept on JIS procedures	Results:
2 nd Quarter	Planned Activities: Maintenance of OEM webpage Utilize OEM social media sites Update Alert & Warning Annex Work with Communications Dept on JIS procedures	Results:
3 rd Quarter	Planned Activities: Maintenance of OEM webpage Utilize OEM social media sites Update Alert & Warning Annex Work with Communications Dept on JIS procedures	Results:
4 th Quarter	Planned Activities: Maintenance of OEM webpage	Results:



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	<p>Utilize OEM social media sites</p> <p>Update Alert & Warning Annex</p> <p>Work with Communications Dept on JIS procedures</p>	
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2020 EMPG-LEMS Annual Program Paper

Part II Jurisdiction Information and Signatures (v.091719)

Note: This document serves to meet the requirements of §24-33.5-707(7), C.R.S.

Jurisdiction Name: Adams County, Colorado

Emergency Program Manager

Name: Ron Sigman

Job Title: Emergency Manager

Mailing Address: 4430 S. Adams County Parkway, Brighton, Co 80601

Physical Address (if different):

Phone Contact Information

Office Phone number: 720-523-6601

24 Hour Emergency Line: 720-523-6600

Office Fax:

Cellular: 720-988-4148

Pager: 720-521-2182

E-Mail Address: rsigman@adcogov.org

Employment Status (Please indicate how many)

Paid Full Time: 3 Paid Part Time: Volunteer: Other:

Jurisdiction Job Title Program Manager Reports to: Director, Community Safety & Well Being

Hours worked per week for jurisdiction in all job titles: 120 hours

Hours worked per week devoted to Emergency Management: 120 hours

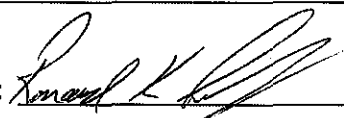
Additional Emergency Management Staff

Type of Employment	How many?	Total staff hours/week	Total E.M. hours/week
Paid full time professional			
Paid full time clerical			
Paid part time professional			
Paid part time clerical			
Volunteer			
Other personnel			

Senior Elected Official (Name and Title): Steve O'Dorisio, Chair-Board of County Commissioners

Chief Executive Officer (if different from above) _____

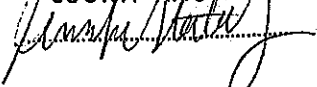
Signature/Chief Executive: _____

Signature/Emergency Manager:  Date 11-20-19

Signature/DHSEM Regional Field Manager: _____ Date _____

APPROVED AS TO FORM

COUNTY ATTORNEY





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& Emergency Management

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Emergency Management Program Grant (EMPG) Local Emergency Manager Support (LEMS) Program Funding Application: Part III (v.091719)

Staffing Pattern for Calendar Year 2020

Note: This for MUST be resubmitted *whenever the jurisdiction has personnel changes*.

JURISDICTION: Adams County Colorado

1a) Employee Name	2) Classification Specification/Full Position Title	3) Date of Appointment or Date Hired	4) Employee Status- Type of Appointment SEE INSTRUCTIONS
Ron Sigman	Emergency Manager	1/1/2018	Full-time
Michael Bean	Emergency Management Coordinator	8/1/2018	Full-time
Dean Berenbaum	Emergency Management Coordinator	10/28/2019	Full-time

1b) PAID Employee Name	5) Jurisdiction Gross Annual salary (All job titles)	6) Gross Annual Employer- Provided Benefits	7) Total Hours/ Week	8) LEM Hours/ Week	9) Percent LEM Hours/ Week	10) LEMS Eligible Salary	11) LEMS Eligible Benefits
Ron Sigman	\$100,631	\$32,868	40	40	100%	\$100,631	\$32,868
Michael Bean	\$80,509	\$40,176	40	40	100%	\$80,509	\$40,176
Dean Berenbaum	\$72,300	\$18,075	40	40	100%	\$72,300	\$18,075
					0%	\$0	\$0
					0%	\$0	\$0
					0%	\$0	\$0
					0%	\$0	\$0
					0%	\$0	\$0
					0%	\$0	\$0
					0%	\$0	\$0
Totals	\$ 253,439.54	\$ 91,118.89				\$253,440	\$91,119
						Enter in Slot A On Funding Request	Enter in Slot B On Funding Request

**COLORADO**Division of Homeland Security
& Emergency Management

Department of Public Safety

**Emergency Management Program Grant (EMPG)
Local Emergency Manager Support (LEMS)
Program Funding Application: Part III (v.091719)****Staffing Pattern and Program Funding for Calendar Year 2020**Note: This for MUST be resubmitted *whenever the jurisdiction has personnel changes.***JURISDICTION: Adams County**

Salaries & Benefits		
A	LEMS Eligible Salary (Staffing Report Block 10 Total):	\$253,440
B	LEMS Eligible Benefits (Staffing Report Block 11 Total):	\$91,119
C	Total Salary and Benefits (a+b): \$ \$344,558	
Travel Expenses		
D	Local Travel (mileage, fleet expense, or other):	\$ 25,276.00
E	Out of State Travel:	\$ 3,000.00
F	Conference & Seminars (Registration Fees, Hotels, etc.):	\$ 3,900.00
G	Training (Registration Fees, hotels, etc.):	
H	Per Diem:	\$ -
I	Other (Dues, Certifications and Membership Fees):	\$ 700.00
J	Total Travel Expenses (D+E+F+G+H+I): \$ \$ 32,876.00	
Office Support Expenses (more than \$200 for year)		
K	Office Supplies and Materials:	\$ 5,430.00
L	Equipment Purchase:	\$ 2,000.00
M	Equipment Lease:	\$ 2,174.00
N	Rent, Utilities, etc.:	\$ 500.00
O	Printing & Copying:	\$ 500.00
P	Postage:	
Q	Other (Advertising, Cell Phones, Aircards, etc.):	\$ 19,400.00
R	Total Office Support Expenses (K+L+M+N+O+P+Q): \$ \$ 30,004.00	
S	Total Request (C+J+R): \$ 407,438.43	
T	Federal (Eligible for Reimbursement) Amount (One half of S): \$ 203,719.21	


 Jurisdiction Emergency Manager Signature

11-20-19 Date


 Jurisdiction Chief Financial Officer Signature

11/20/19 Date

COEM Regional Field Manager Signature

Date



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Division of Homeland Security & Emergency Management

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The FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) requires the Division of Homeland Security and Emergency Management (DHSEM) to collect the following information for each EMPG sub-award of \$25,000.00 or more. This information is required by the Office of Management and Budget (OMB) and must be submitted by DHSEM into the SUB-AWARD REPORTING SYSTEM (FSRS).

Unless otherwise indicated, all fields must be completed in order to be an eligible sub-grant recipient.

Information Field	Field Description	Response
Agency or Jurisdiction DUNS #	DUNS number assigned to your jurisdiction or specifically to your agency	076476373
Parent Organization DUNS number, if applicable	If the Jurisdiction has a DUNS number and the Agency has one as well, insert the Jurisdiction's DUNS here.	N/A
Name of Entity Receiving Award	Jurisdiction or Agency Name to which the DUNS number is assigned	Adams County, Colorado
Location of Entity Receiving Award	Full Street Address of the Recipient Agency	4430 S. Adams County Parkway Brighton, CO 80601
Primary Location of Performance of the Award	Include City, State, Zip Code (must provide 9 digits) and Congressional District	Brighton, Colorado 80601 CO-007

The Information below is required if **all** the following three conditions are met, otherwise enter "Not Required" in row 1:

1. In the preceding fiscal year, 80% or more of the entity annual gross revenues are from the Federal government; and
2. Those revenues are greater than \$25M annually; and
3. Compensation information is not already available through reporting to the IRS or SEC

Names and Total Compensation of the Five (5) most highly compensated officers

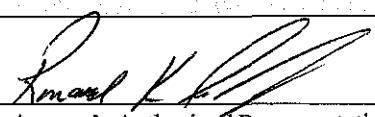
1. Not Required

2.

3.

4.

5.

Signature: 

Date: 11-20-19

Agency's Authorized Representative (usually the Grant Administrator or Program Manager or Coordinator)

By signing above, I certify that the information contained in this FFATA data report is complete and accurate to the best of my knowledge.

v.082018

To complete the form, list employees on the Staffing Pattern by name. Place the date of all training certificates received for each employee (mo/year).

Handwritten signature - Emergency Manager



Human Resources Department

Job Classification Description

Job Title: Emergency Manager (valid January 1, 2020 – December 31, 2020)

Department: Community Safety & Well Being

Primary Responsibility: To reduce the risk of injury, loss of life or damage to property or the environment as a result of natural, technological, or human caused events or action. Ensure basic emergency management functions are fulfilled including incident support operations such as storm tracking/ severe weather coordination, emergency operations planning, incident recovery, damage assessment, shelter and donations management, emergency management/homeland security grant administration, mitigation/prevention support, and agreement/financial management coordination prior to or during incidents.

Examples of Important and Essential Duties:

- Administer the Office of Emergency Management in accordance with and fulfilling all requirements set forth in the County Resolution establishing the Office.
- Provide on-call, all-hazard emergency coordination support to complex or extended incidents that occur in the Adams County locality.
- Keep the Board of County Commissioners and County Manager apprised of the overall readiness of the County to respond to all types of emergencies and provide situational assessments during an emergency or disaster.
- Ensure County compliance with necessary and applicable Federal and State rules, regulations and standards relating to the development of an operational emergency disaster capability and emergency management.
- Act as the strategic planner for the Office including the development of the Office's vision and mission, objectives, goals, and strategies that will ultimately lead to a more prepared and protected County.
- Prepare and sign all materials and documents required for the obtaining of state and/or federal assistance during an emergency or disaster including assumption of duty forms or delegations of authority.
- Maintain a high level of fiscal management over the Office's budget including annual budget requests and preparation.
- Ensure established emergency management IGAs and contracts are fulfilled according to their terms and develop others as needed to perpetuate interagency coordination and cooperation in disaster management.
- As necessary, develop emergency management related Resolutions, Ordinances, and Intergovernmental Agreements.
- Act in good faith on behalf of the County Manager and/or Board of County Commissioners to make emergency or life-saving decisions that could obligate the County Government to financial or other commitments when working with various agencies or governments during a disaster or emergency.
- In coordination with the Sheriff as "Fire Warden" make recommendations to the Board of County Commissioners regarding fire restrictions.
- Manage various aspects of Homeland Security as a part of the "all-hazards" emergency management program including grant processing, regional coordination, and representation.
- Respond on-scene to emergencies as necessary to provide resource support, incident command organizational structure development, and technical advice during multi-agency incidents, countywide impact incidents, mass casualty incidents, or other requested responses.
- Serve as liaison or representative of the Adams County Government on various appointed boards and commissions or other requested assemblies.
- Provide public presentations on emergency management topics.

- Perform other related duties and responsibilities as required

Supervision Exercised:

- Exercises direct technical and functional supervision over clerical, professional, and/or technical staff.
- Supervise and direct the work activities of the Emergency Management staff and other assigned personnel during emergencies.

Knowledge, Skills and Abilities:

- Department Policies and Procedures: Demonstrates a working knowledge of and compliance with all Adams County Government policies, procedures and directives.
- Mental/Emotional Abilities: Applies reason and logic rapidly in a legally correct manner when under physical, emotional and intellectual stress. Comprehends and processes new information quickly and accurately, retains relevant information, remains calm and effectively communicates under pressure and unusual circumstances.
- Physical Skills: Possesses and maintains the ability to operate standard office machines, equipment and utensils. Ability to perform under stress and perform physical demands, such as lifting 40 pounds from a standing position and walking up a steep grade at high elevations for 30 minutes.
- Public Interaction: Able to communicate well with members of the community, law enforcement, fire service and personnel from other agencies.
- Geography Skills: Ability to read, locate areas and interpret geographical features on a map.
- Decision Making Skills: Ability to make quick and effective decisions.
- Reasoning Ability: Ability to recognize, investigate, analyze, and communicate on a wide variety of complex problems with large numbers of stakeholders and recommend effective solutions.
- Verbal Skills: Speaks English clearly and converses effectively with persons of divergent ethnic, cultural and educational backgrounds. Projects voice clearly and forcefully when necessary while under personal stress.
- Vehicle Operation: Operates vehicles during routine and emergency operations under varying road and weather conditions.
- Contacts: This position has daily contact with County department directors, employees of other jurisdictions, the public, and various Local, State and Federal Officials.
- Independent Judgment: Work is performed independently. Incumbent is given broad terms and format, allowing a great amount of latitude and individual judgment, to accomplish goals and achieve desired results.
- Work Environment: Work is generally performed in a typical office setting, however, during emergency situations the environment could be one of a more serious nature such as being exposed to smoke from fires, hazardous materials, natural disaster scenes, or inclement weather.
- Communicate clearly and concisely, both orally and in writing
- Establish, maintain and foster positive and harmonious working relationships with those contacted in the course of work

Requirements:

- **Experience, Education and Training:** A Bachelor's degree in public administration, emergency management or closely related field and five years of related emergency services experience is required. A combination of appropriate education and experience may be considered.
- **License or Certificate:**
 - Ability to obtain and maintain a valid Colorado driver's license is required at time of employment
 - Ability to obtain the Certified Emergency Manager certification
 - Ability to obtain all FEMA required training for Emergency Management Performance Grant
- **Background Check:** Must pass a criminal (CBI) background check
- **Other:**
 - Extensive knowledge of the National Incident Management System, fire service and EMS procedures.
 - Able to pass qualifying exams and background checks.
 - Willingness to work on-call on a rotating basis as required, 24 hours a day, 7 days a week, 365 days a year.



Emergency Management Coordinator

Job Title: Emergency Management Coordinator (valid January 1, 2020 – December 31, 2020)

Department: Community Safety & Well Being

PRIMARY RESPONSIBILITY:

Performs a variety of professional and administrative duties for the Adams County Office of Emergency Management related to whole-community planning, organizing, implementing, and coordinating of programs and activities associated with emergency management operations. Primarily responsible for Adams County all-hazards plan development and maintenance in coordination with Regional and State emergency management stakeholders. Creates and sustains a whole-community preparedness program built upon strong partnerships and collaboration to prepare for, respond to, and recover from all-hazards incidents affecting the agencies, jurisdictions, and citizens of Adams County. Reports to the Adams County Emergency Manager.

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES:

- Manages a variety of Emergency Management projects and programs having to do with emergency planning, protection, mitigation, response, and recovery.
- Provides updates to the County Emergency Operations Plan, annexes, and appendices and, SOP's for the Emergency Operations Center based on outcomes from the training and exercise program.
- Assists with the development and maintenance of all emergency management plans to include Hazard Mitigation, Recovery, Continuity of Government, and Continuity of Operations plans.
- Assists with the development of the Hazard Identification and Risk Assessment (HIRA).
- Assists in developing, recommending and coordinating the implementation of new procedures for the assigned functions within the EOC
- Develops and defines parameters of projects and programs from general emergency management concepts.
- Organizes, coordinates and collaborates with groups of agency representatives in the development and implementation of projects.
- Monitors program implementation progress and compliance.
- Serves as Coordinator for the Local Emergency Planning Committee (LEPC) as required by state and federal statute and provides outreach, information, and reporting reminders to county Tier II facilities.
- Represents the department at various governmental and professional meetings.
- Compiles and maintains records for reports to local, state, and federal agencies.
- Coordinates, plans, and participates in emergency management training, workshops, and conferences; test and evaluates training exercises.
- Serves in the EOC as required; Assists with the coordination of agency operations and County response to emergency/ crisis incidents as a member of EOC staff.
- Serves as on-call OEM Duty Officer on a rotating basis.

- Assists the Emergency Manager with tactical and strategic planning.
- Performs other related duties and responsibilities as required.

SUPERVISION EXERCISED:

- May direct technical and functional supervision over interns and volunteer staff.
- May serve in capacity of Deputy Emergency Manager, when directed.

KNOWLEDGE, SKILLS, AND ABILITIES:

- Knowledge of local, state, and federal policy, regulations, guidelines, requirements, and laws relevant to assigned duties.
- Knowledge of project and process management.
- Knowledge of emergency support functions as defined in the Adams County Emergency Operations and Recovery Plan (EORP), supporting Annexes, and other local and state plans.
- Knowledge to effectively use personal computers and Microsoft Office software.
- Knowledge of assorted emergency management related computer software applications such as WebEOC, EM Systems, Code Red, etc.
- Ability to communicate clearly and concisely in English, both orally and in writing.
- Ability to identify, analyze, and address problems in a timely and effective manner.
- Ability to establish, maintain, and foster positive and harmonious working relationships with co-workers and others contacted during the course of work.
- Ability to create and deliver training and outreach presentations to large and diverse groups.
- Knowledge of Tier II submittal and reporting process.

REQUIREMENTS:

Experience:

- At least one (1) year of experience in emergency management or closely related field required, but two (3) years preferred.
- Prefer at least one (1) year of experience at a city, county, or state office of emergency management, either during an internship or paid position.
- Experience in coordinating Local Emergency Planning Committee (LEPC) and working with Tier II facilities preferred.

Education and Training:

- Bachelor's degree from an accredited college or university in Emergency Management, Business Administration, Public Administration, or related field.
- An equivalent combination of experience and education may be considered in lieu of a Bachelor's degree.

License or Certificate:

- Possession of, or ability to obtain, a valid Colorado driver's license within two (2) weeks of the hire date.
- Successful completion of the FEMA Professional Development Series within one (1) year of hire.
- Successful completion of all courses under FEMA's Emergency Management Performance Grant program within one (1) year of hire.
- Desirable to complete the FEMA Advanced Professional Development Series and the Colorado Emergency Management Academy within 2 years of hire.
- Desirable to obtain the Colorado Certified Emergency Manager certification within 3 years of hire.

Background Check: Must pass a criminal background check.

SPECIAL REQUIREMENTS:

- Ability to work in stressful situations.
- Ability to be on-call seven days a week / twenty-four hours per day in order to respond to emergencies, as required.
- Ability to work normal business hours, Monday through Friday, and some nights and weekends, as required.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 10, 2019
SUBJECT: Aims Community College Training Agreement
FROM: Stephanie Bryant and Commander Alex Kondos
AGENCY/DEPARTMENT: Sheriff'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 Approves and signs the agreement with Aims Community College for FY2020.

BACKGROUND:

Adams County Sheriff's Office certified, P.O.S.T. (Peace Officer Standards and Training) approved instructors provide skills training, CPR and Tactical Casualty Care for Aims Community College P.O.S.T. academy students. Each new Aims academy session requires a new signed agreement between the parties. This session will run from January 13, 2020 to March 15, 2020 and will cover 30 Aims students.

There is no net cost to Adams County for providing services related to this agreement. Aims Community College compensates Adams County for the use of FLATROCK Training Center, training vehicles and hourly/overtime costs for the Adams County Sheriff's Office personnel who provide the instruction.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Aims Community College

ATTACHED DOCUMENTS:

Resolution
Aims Community College Agreement
Training Schedule

FISCAL IMPACT:

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

Fund: 01**Cost Center: 2008**

	Object Account	Subledger	Amount
Current Budgeted Revenue:	5670		371,991.32
Additional Revenue not included in Current Budget:			
Total Revenues:			<u>371,991.32</u>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	Various		131,315.82
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>131,315.82</u>

New FTEs requested: ☐ YES ☐ NO

Future Amendment Needed: ☐ YES ☐ NO

Additional Note:

The revenue covers budgeted expenditures in overtime, operating supplies, vehicle usage and FLATROCK facility rental costs.

RESOLUTION APPROVING THE 2020 AGREEMENT FOR THE PROVISION OF LAW
ENFORCEMENT SKILLS TRAINING BETWEEN ADAMS COUNTY AND AIMS
COMMUNITY COLLEGE

WHEREAS, Aims Community College (ACC) seeks to enlist the services and facilities of the Adams County Sheriff's Office to provide skills training (Arrest Control, Driving, and Firearms) to ACC P.O.S.T. Academy students; and,

WHEREAS, the Adams County Sheriff's Office proposes to provide the necessary facilities, instructors, equipment, supplies, coordination, practical supervision, and implementation of the ACC Academy skills program pursuant to the terms and conditions of the attached agreement; and,

WHEREAS, there is no cost to Adams County associated with the Aims Community College agreement since Adams County receives compensation for facility and equipment use and instructor time.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the 2020 Agreement for the Provision of Law Enforcement Skills Training Between Adams County and Aims Community College, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted and approved.

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

AGREEMENT FOR THE PROVISION OF LAW ENFORCEMENT SKILLS TRAINING BETWEEN ADAMS COUNTY AND AIMS COMMUNITY COLLEGE

THIS AGREEMENT is made this 19th day of September 2019 by and between Adams County, (hereinafter referred to as the "Provider") and Aims Community College, (hereinafter referred to as the "User"), collectively referred to as the "Parties."

WHEREAS,

The Provider operates a law enforcement academy which offers skills training in emergency vehicle operations, firearms use and arrest control tactics certified by the Colorado Peace Officer Standards and Training (P.O.S.T.) Board; and

The User offers a POST-approved Basic academy course; and

The Parties mutually seek to have the Provider teach the skills training in emergency vehicle operations, firearms and arrest control as required by P.O.S.T. to students enrolled in the User's Peace Officer Academy program.

The Parties agree as follows:

1. All training pursuant to this agreement shall be conducted at the Adams County Sheriff's Office, FLATROCK Regional Training Center. During any and all training segments of the skills program (Emergency Vehicle Operations, Firearms and Arrest Control), the Director of the Adams County Sheriff's Academy shall have the right to dismiss any trainee in the program based on the Director's sole discretion, without limitation.
2. The Provider shall supply instructors and necessary materials for the skills training specified above with the following exception. The User will provide weapons, holsters, magazine pouches, ballistic armor, ammunition, and duty belts as approved by the Provider to be utilized in the firearms training course.
3. The training will be conducted on the dates and at the times listed in the schedule appended hereto as Appendix 1.
4. The Provider shall have the sole and exclusive right to devise and conduct the skills training which shall be taught by instructors approved by the Adams County Sheriff's Academy Director or designee, and in accordance with Colorado POST requirements.
5. The User shall assume full responsibility for payment of all Federal, State and local taxes or contributions imposed or required under worker's compensation, unemployment insurance, social security and income tax laws with aspect to all User employees or students engaged in performance of this agreement.
6. The User agrees to maintain insurance of the following types and amounts:

6.1 Commercial General Liability Insurance: to include contractual, broad form damage and personal injury.

6.1.1 Each Occurrence: \$1,000,000

6.1.2 General Aggregate: \$2,000,000

6.2 Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.

6.2.1 Bodily Injury/Property Damage: \$1,000,000

6.2.2 Personal Injury Protection: Per Colorado Statutes

6.3 The User's commercial general liability and comprehensive automobile liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured" and shall include the following provisions:

6.3.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions of negligence of the User and/or its students participating in the skills training at FLATROCK.

6.3.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment or any premiums due or for any assessments under any form of any policy.

6.3.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the User.

6.4. Licensed Insurers: All insurers of the User must be licensed or approved to do business in the State of Colorado. Upon failure of the User to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the User in obtaining and/or maintaining any required insurance shall not relieve the User from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the User concerning indemnification.

6.5 Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

6.6 Proof of Insurance: At any time during the term of this Agreement, the County may require the User to provide proof of the insurance coverage or policies required under this Agreement.

7. To the extent allowed by law, the User and all trainees, agents and employees shall indemnify and hold harmless Adams County and the Adams County Sheriff's Office and their agents and employees against all loss, liability, claims or actions resulting from the User or the trainee's participation in the training.
8. The fee for such training, including the costs of materials for the above described course shall be determined by the following calculations:

DRIVING

26 Students	6:1 Ratio	44 Hours required by POST	
Lead Instructor	\$75/ hr X 44 =		\$3,300
Asst. Instructor	\$65/hr X 44 = \$2,860 X 4 Asst.=		\$11,440
Track Rental	\$800.00 per day X 4 days (9 hr days) = (Skills Pad & Highway Course) 26 Students X 7 veh. (4:1 ratio) \$306.00 per day per vehicles X 5 days		\$3,200 <u>\$10,710</u>
TOTAL DRIVING EXPENSE =			\$28,650

FIREARMS:

26 Students	4:1 Ratio	72 Hours required by POST	
Lead Instructor	\$75/ hr X 72 X 2 classes		\$10,800
Asst. Instructor	\$65/hr X 72 = \$4,680 X 2 classes 26 Students / 2 classes (4:1 ratio) = 4 AI per class		\$37,440
Range Fees	\$200 per block X 30 blocks=		\$6,000
Sims Lead Instructor	\$75/ hr X 9 X 1 instructors		\$675
Sims Asst. Instructor	\$65/hr X 8 X 11 instructors		\$5,720
Sims Ammunition	150 rounds per student		\$1,989
Sims Facility			<u>\$1,000</u>
TOTAL RANGE EXPENSE =			\$63,624

ARREST CONTROL:

26 Students	10:1 Ratio	62 Hours required by POST	
Lead Instructor	\$75/hr X 62 X 2 classes		\$9,300
Asst. Instructor	\$65/hr X 62 = \$4,030 26 Students / 2 classes (10:1 ratio) = 2 AI per class		\$16,120
Facility Fee	\$200.00 per block X 26 blocks		\$5,200
Arrest Control Text Books	\$45.00 X 26		<u>\$1,170</u>
TOTAL ARREST CONTROL EXPENSE=			\$31,790

TOTAL LABOR COST	\$94,795
FICA (6.2%)/MEDICARE (1.45%) EXPENSE =	\$7,251.82

ACSO TRAINING GRAND TOTAL \$131,315.82

9. The fee in the amount of **\$131,315.82** is to be paid by the User to the Provider not later than one week prior to the beginning of the course described above. This fee is for 30 students. If the number of students varies which would alter the student/instructor ratio, the fee will be adjusted accordingly. Additionally, if a student(s) fails to complete the training during the scheduled skills section and the user requests that the student complete remedial training, the User will be responsible for the instructor fees for this remedial training as an additional charge.
10. Term of Agreement: This agreement becomes effective January 13, 2020 and the final class will be March 15, 2020.
11. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.
12. The relationship of the parties is critical and personal. This agreement may not be assigned, sold or in any way transferred without the express written approval of the parties to this agreement.
13. This agreement may be terminated immediately for cause by either the Provider or User. This agreement may be terminated without cause by either party upon the provision of 90 days written notice.
14. Any notices given under this agreement are deemed to have been received and to be effective:
 - 14.1 Three (3) days after the same shall have been mailed by certified mail, return receipt requested;
 - 14.2. Immediately upon hand delivery; or
 - 14.3 Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement.
 - 14.4. Any and all notices and communications shall be addressed to the contacts listed below:

Adams County:
Commander Alex Kondos
720-523-7502

Aims Community College
Director Clifford Aims
970-339-6313

15. Each signatory to this agreement represents that they have sufficient authority to bind the organization which he/she represents.


Adams County
4430 S. Adams County Parkway
Brighton, CO 80601

BY: _____

TITLE: Chair, Board of County Commissioners

DATE: _____

^{L.}
Dr. Leah Bornstein
Aims Community College
P.O. Box 69
Greeley, CO 80632

BY:  _____

TITLE: President

DATE: 20/14/19

Aims College Class 2020

Monday 01/13/20	Tuesday 01/14/20	Wednesday 01/15/20	Thursday 01/16/20	Friday 01/17/20		Saturday 01/18/20		Sunday 01/19/20
No Class	No Class	Skill Orientation with Aims Students 1800 to 2000	No Class	No Class	0800 hours	Orientation with Chief Bethel and Commander Koindos introduction Arrest Control Classroom 4hrs 4/62 All Teams	0800 hours	Arrest Control Classroom 4hrs 12/62 All Teams
					0900 hours		0900 hours	
					1000 hours		1000 hours	
					1100 hours		1100 hours	
					1200 hours	Lunch	1200 hours	Lunch
					1300 hours	Arrest Control Classroom 4hrs 8/62 All Teams	1300 hours	Arrest Control Classroom 4hrs 16/62 All Teams
					1400 hours		1400 hours	
					1500 hours		1500 hours	
					1600 hours		1600 hours	
					1700 hours		1700 hours	

Aims College Class 2020

Monday 01/20/20		Tuesday 01/21/2020	Wednesday 01/22/20		Thursday 01/23/20	Friday 01/24/20		Saturday 01/25/20	Sunday 01/26/20
No Class Martin Luther King Day	1800 hours	Arrest Control Team A/B 4hrs 20/62	No Class	1800 hours	Arrest Control Team C/D 4hrs 20/62	No Class	0800 hours	Firearms Classroom 4hrs 4/72 All Teams	Firearms Classroom 4hrs 12/72 All Teams
							0900 hours		
							1000 hours		
	1900 hours			1900 hours			1100 hours		
							1200 hours	Lunch	Lunch
	2000 hours			2000 hours			1300 hours	Firearms Classroom 4hrs 8/72 All Teams	Firearms Classroom 4hrs 16/72 All Teams
							1400 hours		
							1500 hours		
2100 hours	2100 hours	1600 hours							
		1700 hours							

Aims College Class 2020

Monday 01/27/20		Tuesday 01/28/20	Wednesday 01/29/19		Thursday 01/30/20	Friday 01/31/20		Saturday 02/01/20		Sunday 02/02/20				
No Class	1800 hours	Arrest Control Team A/B 4hrs 24/62	No Class	1800 hours	Arrest Control Team C/D 4hrs 24/62	No Class	0800 hours	Range Team A/B 4hrs 20/72	Arrest Control Team C/D 4hrs 28/62	Range Team C/D 4hrs 24/72	Arrest Control Team A/B 4hrs 32/62			
	1900 hours							1200 hours	Lunch		Lunch			
	2000 hours							1300 hours	Range Team C/D 4hrs 20/72	Arrest Control Team A/B 4hrs 28/62	Range Team A/B 4hrs 24/72	Arrest Control Team C/D 4hrs 32/62		
2100 hours			1600 hours											
			1700 hours											
	2200			2200										

Aims College Class 2020

Monday 02/03/20		Tuesday 02/04/20	Wednesday 02/05/20		Thursday 02/06/20	Friday 02/07/20		Saturday 02/08/20		Sunday 02/09/20		
No Class	1800 hours	Arrest Control Team C/D 4hrs 36/62	No Class	1800 hours	Arrest Control Team A/B 4hrs 36/62	No Class	0800 hours	Range Team A/B 4hrs 28/72	Arrest Control Team C/D 4hrs 40/62 DRILL TNG 1000-1200	Range Team C/D 4hrs 32/72	Arrest Control Team A/B 4hrs 44/62	
				0900 hours								
				1000 hours								
				1100 hours								
	1900 hours			1900 hours			1200 hours	Lunch		Lunch		
							1300 hours	Range Team C/D 4hrs 28/72	Arrest Control Team A/B 4hrs 40/62 DRILL TNG 1500 - 1700	Range Team A/B 4hrs 32/72	Arrest Control Team C/D 4hrs 44/62	
	2000 hours			2000 hours			1400 hours					
							1500 hours					
	2100 hours			2100 hours			1600 hours					
	2200 hours			2200 hours			1700 hours					

Aims College Class 2020

Monday 02/10/20		Tuesday 02/11/20	Wednesday 02/12/20		Thursday 02/13/20	Friday02/14 /20		Saturday 02/15/20		Sunday 02/16/20	
No Class	1800 hours	No Class	Arrest Control TeamC/D 4hrs 48/62	1800 hours	Arrest Control Team A/B 4hrs 48/62	No Class	0800 hours	Range Team C/D 4hrs 36/72	Arrest Control Team A/B 4hrs 52/62	Range Team A/B 4hrs 40/72	Arrest Control Team C/D 4hrs 56/62 DRILL TNG 0800 - 1200
				0900 hours							
				1000 hours							
				1100 hours							
	1900 hours			1900 hours			1200 hours	Lunch		Lunch	
							1300 hours	Range Team A/B 4hrs 36/72	Arrest Control Team C/D 4hrs 52/62	Range Team C/D 4hrs 40/72	Arrest Control Team A/B 4hrs 56/62 DRILL TNG 1300-1700
							1400 hours				
							1500 hours				
							1600 hours				
	2100 hours			2100 hours			1700 hours				
2200 hours	2200 hours										

Monday 02/17/20		Tuesday 02/18/20	Wednesday 02/19/20		Thursday 02/20/20	Friday 02/21/20		Saturday 02/22/20		Sunday 02/23/20	
No Class	1800 hours	Range Dim Light All Teams 45/72 5 Hours	No Class	1800 hours	Range	No Class	0800 hours				
							0900 hours	Range Team A/B 4hrs 54/72	Arrest Control Team C/D 4hrs 60/62	Range Team C/D 4hrs 54/72	Arrest Control Team Test Out A/B 4hrs 64/62
							1000 hours				
							1100 hours				
	1900 hours						1200 hours	Lunch		Lunch	
							1300 hours				
	2000 hours						1400 hours	Range Team C/D 4hrs 54/72	Arrest Control Team A/B 4hrs 60/62	Range Team A/B 4hrs 54/72	Arrest Control Team Test Out C/D 4hrs 64/62
							1500 hours				
	2100 hours						1600 hours				
	2200 hours						1700 hours				
	2300			2300							

Aims College Class 2020

Monday 02/24/20		Tuesday 02/25/20	Wednesday 02/26/20		Thursday 02/27/20	Friday 02/28/20		Saturday 02/29/20	Sunday 03/01/20
No Class Presidents' Day	1800 hours	Range Team A 4hrs 62/72	No Class	1800 hours	Range Team B 4hrs 62/72	No Class	0800 hours	Range Team A 4hrs 66/72	Range Teams B 70/72 4 Hours
				0900 hours					
				1000 hours					
				1100 hours					
	1900 hours						1200 hours	Lunch	
				1300 hours			Range Team B 4hrs 66/72	Range Teams A 70/72 4 Hours	
	2000 hours			2000 hours					
				1400 hours					
2100 hours	2100 hours								
2200 hours	2200 hours	1500 hours							
		1600 hours							
		1700 hours							

Aims College Class 2020

Monday 03/02/20		Tuesday 03/03/20	Wednesday 03/04/20		Thursday 03/05/20	Friday 03/06/20		Saturday 03/07/20	Sunday 03/08/20
No Class	1800 hours	Law Enforcement Driving Classroom All Teams 4hrs 4/44	No Class	1800 hours	Law Enforcement Driving Classroom All Teams 4hrs 8/44	No Class	0800 hours	SIMS Range Day Team A/B 74/72 4 Hours	Law Enforceme nt Driving All Teams 4hrs 12/44
				0900 hours					
				1000 hours					
				1100 hours					
	1900 hours						1200 hours	Lunch	
				1300 hours			SIMS Range Day Team C/D 74/72 4 Hours	Law Enforceme nt Driving All Teams 5hrs 17/44 The day will end at 1800 hours.	
	2000 hours			2000 hours					1400 hours
									1500 hours
	2100 hours			2100 hours					1600 hours
	2200 hours			1700 hours					

Aims College Class 2020

Monday 03/09/20		Tuesday 03/10/20	Wednesday 03/11/20		Thursday 03/12/20	Friday 03/13/20		Saturday 03/14/20	Sunday 03/15/20		
No Class	1800 hours	Law Enforceme nt Driving Classroom All Teams 4hrs 21/44	No Class	1800 hours	Law Enforcement Driving Classroom All Teams 4 hrs 25/44	No Class	0800 hours	Law Enforcement Driving All Teams 4hrs 29/44	Law Enforcement Driving All Teams 5hrs 39/44		
				0900 hours							
				1000 hours							
				1100 hours							
	1900 hours						1900 hours		1200 hours	Lunch	
							1300 hours	Law Enforcement Driving All Teams 5hrs 34/44	Law Enforcement Driving All Teams 5hrs 44/44		
							1400 hours				
							1500 hours				
							1600 hours				
	2000 hours			2000 hours							
							1700 hours				
	2100 hours			2100 hours							
	2200 hours			2200 hours							



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 10, 2019
SUBJECT: Sponsorship of School District 14 for a Great Outdoors Colorado grant
FROM: Shannon McDowell and Byron Fanning
AGENCY/DEPARTMENT: Parks, Open Space, & Cultural Arts
HEARD AT STUDY SESSION ON November 19, 2019 (AIR)
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the resolution supporting and approving the sponsorship of a School Yard Initiative grant from the State Board of the Great Outdoors Colorado Trust Fund for the play area at Alsup Elementary.

BACKGROUND:

Adams County School District 14 has requested sponsorship from Adams County to apply for Great Outdoors Colorado (GOCO) grant funding to build a playground, outdoor classroom, gardens, and outdoor gathering spaces at the new Alsup Elementary, which will be built on the site of the old Adams City High School. According to GOCO's policies, the school district is not an eligible grantee. However, they could seek an eligible grantee, such as Adams County, to apply on their behalf. The school district intends to apply through the School Yard Initiative cycle, which strives to inspire more active physical play and enhance outdoor learning on school grounds.

Adams County School District 14 has BEST funding for construction but would like to supplement the available funding for outdoor improvements using the GOCO grant. Improvements would be open to the surrounding community on evenings and weekends and when school is not in session. Construction is expected to begin in early 2020.

Adams County's role in sponsoring this application includes approving a resolution to sponsor the application. If a grant is awarded, the County will then need to execute a grant agreement with GOCO, execute an agreement with Adams County School District 14 to establish proper use of these funds, ensure the project is constructed as described in the GOCO application, and submit closeout paperwork (prepared by the school district) to GOCO. Adams County will also serve as a pass-through agency for GOCO funds once the project is completed. Staff anticipates spending no more than forty hours of time on the above tasks.

Adams County has no other applications in process with GOCO right now, so there are no other competing requests. Applications are due to GOCO on January 7, 2020. The GOCO Board will make their funding decision in March of 2020.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

School District 14, Great Outdoors Colorado

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

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

Fund: 1**Cost Center: 9252**

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			\$110,000
Total Revenues:			<u>\$110,000</u>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			\$110,000
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u>\$110,000</u>

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☒ YES ☐ NO

Additional Note:

School District 14 will construct the project, then request reimbursement from GOCO. Adams County will serve as the pass-through agency to transfer funds from Great Outdoors Colorado to School District 14. The funds will likely not be received/paid until 2021, so a future budget item will be necessary.

RESOLUTION SUPPORTING AND APPROVING THE SPONSORSHIP OF A SCHOOL YARD INITIATIVE GRANT
FROM THE STATE BOARD OF THE GREAT OUTDOORS COLORADO TRUST FUND FOR THE PLAY AREA AT
ALSUP ELEMENTARY

Resolution 2019-

WHEREAS, Adams County supports the Great Outdoors Colorado grant application for the play area at Alsup Elementary, and, if the grant is awarded, Adams County supports the completion of the project; and,

WHEREAS, Adams County is partnering with Adams County School District 14 to request funding from Great Outdoors Colorado to build the play area at Alsup Elementary.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that:

- Section 1: The Board of County Commissioners of Adams County strongly supports the application to Great Outdoors Colorado.
- Section 2: If the grant is awarded, the Board of County Commissioners of Adams County strongly supports the completion of the project.
- Section 3: The Board of County Commissioners of Adams County will endeavor to enter into an intergovernmental agreement with Adams County School District 14 to confirm the funding necessary to meet the terms and obligations of any Grant awarded.
- Section 4: The Board of County Commissioners of Adams County will endeavor to enter into an intergovernmental agreement with Adams County School District 14 to ensure the maintenance of the new play area in a high-quality condition for its useful life. As stated in the Intergovernmental Agreement, Adams County School District 14 will appropriate funds for maintenance in its annual budget.
- Section 5: If the grant is awarded and the parties are able to reach mutually agreeable terms, the Board of County Commissioners of Adams County hereby authorizes the Chair of the Board of County Commissioners to sign the grant agreement with Great Outdoors Colorado after approval to form by the County Attorney's Office.
- Section 6: This resolution shall be in full force and effect from and after its passage and approval.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 10, 2019
SUBJECT: Resolution Regarding Defense and Indemnification of Christopher Trujillo as a Defendant Pursuant to C.R.S. § 24-10-101, et seq., 19cv31695
FROM: Heidi Miller, County Attorney, 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 Christopher Trujillo 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. This lawsuit is brought by Jacqueline Wallace who claims she was injured in a car accident when the van she was driving collided with a county owned road grader that was being driven by Christopher Trujillo.

The County Attorney's Office has reviewed the facts of this lawsuit and it has been determined that Christopher Trujillo was acting within the course and scope of his employment at all relevant times relevant to this lawsuit. Therefore, the County Attorney's Office is recommending that Christopher Trujillo be indemnified for any potential damages that might arise out of this litigation.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

ATTACHED DOCUMENTS:

RESOLUTION REGARDING DEFENSE AND INDEMNIFICATION OF CHRISTOPHER TRUJILLO 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:
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:

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 CHRISTOPHER TRUJILLO 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, Christopher Trujillo has been sued in the matter of Jacqueline Wallace v. Christopher Trujillo filed in Adams County District Court with Case Number 2019CV31695, with said Defendant being an employee of Adams County at the time of the incident described in the Complaint; and,

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that Adams County shall bear the cost of defense for Christopher Trujillo 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 Jacqueline Wallace v. Christopher Trujillo.

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: December 10, 2019
SUBJECT: Resolution accepting a deed conveying property to Adams County for the dedication of right-of-way
FROM: Jill Jennings Golich, Director, Community & Economic Development Department
AGENCY/DEPARTMENT: Community & Economic Development
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approve a resolution accepting a Warranty Deed from Ji Gang Li to Adams County for the dedication of right-of-way for East 104 th Avenue and Converse Road.

BACKGROUND:

Ji Gang Li has executed a Warranty Deed to dedicate road right-of-way to Adams County. The property is located in the Southeast Quarter of Section 9, Township 2 South, Range 63 West of the 6th Principal Meridian. The right-of-way is being dedicated for public right-of-way adjacent to the property, and in conjunction with future building permits on the property.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

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

ATTACHED DOCUMENTS:

Warranty Deed
Board of County Commissioners Resolution
Planning Commission Resolution

FISCAL IMPACT:

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

Fund:**Cost Center:**

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

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

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

**RESOLUTION ACCEPTING WARRANTY DEED CONVEYING
PROPERTY FROM JI GANG LI, TO ADAMS COUNTY FOR THE
DEDICATION OF ROAD RIGHT-OF-WAY**

WHEREAS, Ji Gang Li, has executed a Warranty Deed to dedicate a parcel of land for right-of-way purposes for East 104th Avenue and Converse Road that complies with County standards and will benefit the citizens of Adams County; and,

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

WHEREAS, the Planning Commission for Adams County, Colorado, has considered the advisability of accepting the Warranty Deed from Ji Gang Li, for property located in the Southeast Quarter of Section 9, Township 2 South, Range 63 West of the 6th Principal Meridian as described in the attached Quitclaim Deed; and,

WHEREAS, at a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton on Thursday the 14th day of November 2019, the Planning Commission recommended that the Board of County Commissioners accept said Warranty Deed.

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

WARRANTY DEED

THIS DEED, dated this 22nd day of October 2019, between Ji Gang Li, whose legal address is 10415 Converse Road, Bennett, Colorado, 80102, grantor(s), and **THE COUNTY OF ADAMS, State of Colorado**, whose legal address is 4430 South Adams County Parkway, Brighton, Colorado 80601 of the said County of Adams and State of Colorado, grantee(s):

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

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

Dedicated for Converse Road and East 104th Avenue

Assessor's schedule or parcel number: part of 0172900000157

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee(s), its successors and assigns forever. The grantor(s), for itself, its successors and assigns, do covenant, grant, bargain and agree to and with the grantee(s), its successors and assigns, that at the time of the enrolling and delivery of these presents, it is well seized of the premises above conveyed, have good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except oil, gas and mineral interests if any and except 2019 taxes due in 2020 which grantor agrees to pay.

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

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

By:

5: GANG 2

Ji Gang Li

STATE OF COLORADO)

County of Denver) §

ASHLEY PADILLA FLORES
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174046353
MY COMMISSION EXPIRES 11/08/2021

The foregoing instrument was acknowledged before me this 22nd day of October, 2019,
Ji Gang Li, as owner.

My commission expires: 11-08-2021

Witness my hand and official seal.

A Padilla Flores

Notary Public

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

EXHIBIT "A"

DEED FROM JI GANG LI
TO
THE COUNTY OF ADAMS, STATE OF COLORADO

Legal Description

A Parcel of land 40 feet in width, situate in the Southeast Quarter of the Southeast Quarter of Section 9, Township 2 South, Range 63 West of the Sixth Principal Meridian, more particularly described as follows:

Beginning at the Northeast corner of said Southeast Quarter of the Southeast Quarter;

Thence Westerly, along the North Line of said Southeast Quarter of the Southeast Quarter, **South 89°59'12" West**, a distance of **40 feet** to a point;

Thence Southerly, parallel with the East line of said Southeast Quarter of the Southeast Quarter, **South 0°00'48" West**, a distance of **1280.69 feet**, more or less, to a point 40 feet North of the South line of said Southeast Quarter of the Southeast Quarter when measured at right angles;

Thence Westerly, parallel with said South line of the Southeast Quarter of the Southeast Quarter, **South 89°59'43" West**, a distance of **1282.41 feet**, more or less, to the West line of said Southeast Quarter of the Southeast Quarter;

Thence Southerly, along said West line of the Southeast Quarter of the Southeast Quarter, **South 0°00'48" West**, a distance of **40.00 feet**;

Thence Easterly, along the South line of said Southeast Quarter of the Southeast Quarter, **North 89°59'43" East**, a distance of **1322.41 feet**, more or less, to the Southeast Corner of said Southeast Quarter of the Southeast Quarter;

Thence Northerly, along the East line of said Southeast Quarter of the Southeast Quarter, **North 0°00'48" East**, a distance of **1320.70 feet**, to the **Point of Beginning**.

Containing 2.39 Acres, more or less

The Basis of Bearings for this description is the East line of the Southeast ¼ of the Southeast ¼ of Section 9, Township 2 South, Range 63 West of the Sixth Principal Meridian being assumed to be North 0°00'48" East.

Legal Description Prepared By:

Ramiz Basic PLS
Land Surveyor No. 36563
For and on the behalf of:
Colorado Land Surveying



ILLUSTRATION FOR EXHIBIT "A"

POINT OF BEGINNING
SOUTH 1/16 CORNER
SECTIONS 9 & 10,
T2S, R63W

NORTH LINE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4
OF SEC. 9, T.2 S., R. 63 W.

S89° 59' 12"W 40.00'

WEST LINE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4
OF SEC. 9, T.2 S., R. 63 W.

SOUTHEAST 1/4 OF THE SOUTHEAST 1/4
OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 63 WEST,
SIXTH PRINCIPAL MERIDIAN
INSTRUMENT No. 2017-000112747

S00° 00' 48"W 1280.69'

N00° 00' 48"E 1320.70'

NORTH CONVERSE ROAD

EAST LINE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4
OF SEC. 9, T.2 S., R. 63 W.

S00° 00' 48"W 40.00'

S89° 59' 43"W 1282.41'

N89° 59' 43"E 1322.41'

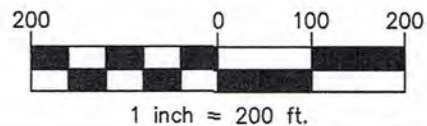
104TH AVENUE

EAST 1/16 CORNER
SECTIONS 9 & 16,
T2S, R63W

SOUTH LINE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4
OF SEC. 9, T.2 S., R. 63 W.

SOUTHEAST CORNER
SECTION 9, T2S, R63W

THIS ILLUSTRATION DOES NOT REPRESENT
A MONUMENTED SURVEY. IT IS ONLY INTENDED
TO DEPICT THE ATTACHED DESCRIPTION



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

**RESOLUTION RECOMMENDING ACCEPTANCE OF A QUITCLAIM DEED
FROM JI GANG LI, TO ADAMS COUNTY FOR RIGHT-OF-WAY PURPOSES**

At a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton Colorado on Thursday the 14th day of November, 2019, the following proceedings, among others, were had and done, to wit:

WHEREAS, the Adams County Planning Commission has considered the advisability of accepting a Quitclaim Deed from Ji Gang Li, for the dedication of road right-of-way for Converse Road and East 104th Avenue being on the following described property:


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

WHEREAS, this property is located in the Southeast Quarter of Section 9, Township 2 South, Range 63 West of the 6th Principal Meridian, County of Adams, State of Colorado.

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

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

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



Chair
Adams County Planning Commission



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 10, 2019
SUBJECT: Resolution Regarding Defense and Indemnification of Richard Reigenborn and Chris Laws as Defendants Pursuant to C.R.S. § 24-10-101, et seq.
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 Richard Reigenborn and Chris Laws as Defendants 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. This lawsuit is brought by Sergio Valles who was arrested on July 4, 2019 and booked into the Adams County Detention Facility. Mr. Valles alleges that Sheriff Reigenborn and Chief Laws (in addition to the jail's medical provider and medical provider's employees) were deliberately indifferent to his serious medical need.

The County Attorney's Office has reviewed the facts of this lawsuit and it has been determined that Sheriff Reigenborn and Chief Laws were acting within the course and scope of their employment at all relevant times relevant to this lawsuit. Therefore, the County Attorney's Office is recommending that Richard Reigenborn and Chris Laws be indemnified for any potential damages that might arise out of this litigation.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Sheriff's Office

ATTACHED DOCUMENTS:

RESOLUTION REGARDING DEFENSE AND INDEMNIFICATION OF RICHARD REIGENBORN AND CHRIS LAWS AS DEFENDANTS 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:
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:

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 RICHARD REIGENBORN AND CHRIS LAWS AS DEFENDANTS PURSUANT TO C.R.S. § 24-10-101, ET SEQ.

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

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

WHEREAS, Richard Reigenborn and Chris Laws have been sued in the matter of Serjio Valles v. Sheriff Richard Reigenborn, et al. in the Adams County District Court, Case 2019CV31385; said Defendants, being employees of Adams County at the time of the incident described in the Complaint; and,

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that Adams County shall bear the cost of defense for Richard Reigenborn and Chris Laws against all asserted claims for compensatory and

punitive damages which may be pled and to pay or settle any such compensatory and punitive damage claims against said Defendants in the matter of Serjio Valles v. Sheriff Richard Reigenborn, et al.

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



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 10, 2019
SUBJECT: 2020 Town of Bennett IGA for Law Enforcement Services
FROM: Sheriff, Rick Reigenborn
AGENCY/DEPARTMENT: Adams County Sheriff'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 approves the IGA with the Town of Bennett for Law Enforcement Services.

BACKGROUND:

The 2020 agreement with the Town of Bennett for law enforcement services will end on 12/31/2019. This new IGA will continue law enforcement services to the Town of Bennett from 1/1/2020 through 12/31/2020.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Sheriff's Office

ATTACHED DOCUMENTS:

Resolution
IGA

FISCAL IMPACT:

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

Fund: 0001**Cost Center:** 2017

	Object Account	Subledger	Amount
Current Budgeted Revenue:	5885.1		\$414,144.50
Additional Revenue not included in Current Budget:			
Total Revenues:			<u>\$414,144.50</u>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7005		\$414,144.50
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u></u>

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENT BETWEEN
ADAMS COUNTY AND THE TOWN OF BENNETT FOR LAW ENFORCEMENT
SERVICES

WHEREAS, the current Intergovernmental Agreement (“IGA”) for law enforcement services has expired, and the Town of Bennett (“Bennett”) requests that the Sheriff’s Office continue to supply law enforcement services to its town by means of the attached IGA; and,

WHEREAS, the Sheriff’s Office wishes to provide law enforcement services to Bennett pursuant to the terms and conditions of the attached IGA; and,

WHEREAS, in consideration of the services rendered by the Sheriff’s Office, Bennett agrees to pay the sum of Four Hundred Fourteen Thousand, One Hundred Forty-Four Dollars and 50 cents (\$414,144.50) to Adams County.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Intergovernmental Agreement between Adams County, on behalf of the Adams County Sheriff’s Office, and the Town of Bennett for law enforcement services from January 1, 2020 through December 31, 2020, a copy of which is attached hereto and incorporated by reference, is hereby approved.

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

**INTERGOVERNMENTAL AGREEMENT BETWEEN
ADAMS COUNTY, COLORADO AND THE TOWN OF BENNETT
FOR LAW ENFORCEMENT SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT WITH THE TOWN OF BENNETT FOR LAW ENFORCEMENT SERVICES (Law Enforcement IGA) is made this day of _____, 2019, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Suite C5000A, Brighton, Colorado 80601, hereinafter referred to as the "County," on behalf of the Adams County Sheriff's Office, and the Town of Bennett, located at 207 Muegge Way, Bennett, Colorado 80102, hereinafter referred to as "Bennett." The County and Bennett may be collectively referred to herein as the "Parties."

RECITALS

WHEREAS, the County is a county of the state that has been duly established and is operating pursuant to Colo. Const. art. XIV and Title 30 of the Colorado Revised Statutes (C.R.S.), as amended; and
WHEREAS, Bennett is a municipal corporation that has been duly established and is operating pursuant to Colo. Const. arts. XIV and XV and Title 31, C.R.S.; and

WHEREAS, pursuant to Colo. Const. art. XIV, § 18, and § 29-1-203, C.R.S., as amended, the County and Bennett are authorized to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each; and

WHEREAS, pursuant to § 30-11-410, C.R.S., as amended, the governing body of a municipality and the Board of County Commissioners are expressly authorized to contract for the purpose of providing law enforcement services; and,

WHEREAS, the County and Bennett mutually desire to contract for law enforcement services.
NOW, THEREFORE, the County and Bennett, for the consideration herein set forth, agree as follows:

SECTION I -SERVICES TO BE PROVIDED BY THE COUNTY

The Adams County Sheriff's Office shall provide law enforcement services to Bennett including: patrol duties; follow-up investigations of criminal matters; supervision of the assigned personnel; and will meet with Bennett management to ensure assignment of appropriate resources for anticipated events and address any concerns of the Parties. For 2020, the personnel necessary to provide these services as determined by the Sheriff's Office are as follows: two full-time patrol deputies, and part-time services of a detective (37.5% of full-time work schedule), sergeant (25% of full-time work schedule) and commander (25% of full-time work schedule) as set forth in further detail in Attachment A to the Agreement, attached hereto and incorporated by reference as if set forth fully herein.

All employees providing law enforcement services to Bennett shall be employees of the County, and not of Bennett, and all equipment and supplies provided incidental thereto shall be and remain the property of the County.

In the event of any conflicts or inconsistencies between the terms and conditions contained in the body of this Law Enforcement IGA and those contained in the Attachments, the terms and conditions contained in the body of this Law Enforcement IGA shall prevail and control.

SECTION II- RESPONSIBILITIES OF BENNETT

Bennett shall provide information as necessary or requested by the County to enable its performance under this Law Enforcement IGA. Bennett hereby expressly delegates to the Adams County Sheriff's Office authority to enforce any and all laws applicable to and within the territory of Bennett.

SECTION III - TERM

The term of this Law Enforcement IGA shall be for one (1) calendar year, beginning on January 1, 2020 and ending on December 31, 2020. This Law Enforcement IGA may be renewed for additional one-year terms, but only upon written notice from Bennett that it wishes to renew the agreement for an additional year. For fiscal planning purposes, such notice must be received by the County on or before August 31st of each year.

SECTION IV- FEE SCHEDULE AND PAYMENT

A. Fee Schedule

Compensation for the provided law enforcement services will be calculated by the portion of time typically spent by the respective Sheriff's Office personnel to provide the services as set forth in Attachment A of this agreement. A complete breakdown of these costs is set forth in Attachment B.

B. Base Sum Payment

Bennett shall pay the County the base sum of Four Hundred Fourteen Thousand, One Hundred Forty-Four Dollars and Fifty Cents (\$414,144.50) in quarterly installments for the services provided hereunder as set forth below.

Payments of the base sum are to be made in quarterly installments at the end of each three (3) month period. The County is to provide a statement at the close of each calendar quarter, and Bennett shall pay the amount therein set forth within thirty (30) days after the receipt of such statement. If such payment is not received by the County within forty (40) days after the submission of the billing, the County may satisfy such payment from any funds of Bennett that are in the hands of the County without advance notice to Bennett of the County's intention to do so, or the County may proceed in any manner provided by law to collect such indebtedness.

C. Billed Services Payment

This base sum does not include overtime hours worked by Sheriff's Office personnel or victim advocate services as needed to fully and safely provide these law enforcement services. Overtime hours and victim advocate services will be billed separately according to the fee schedule set forth in Attachment C, attached hereto and incorporated by reference as if set forth in full in this Agreement.

All overtime and victim advocate hours will be billed quarterly to Bennett as billed services. This billing statement for billed services shall be paid to the Adams County Sheriff's Office Finance Section and shall be handled separately from the quarterly installments to be paid to the Adams County Fiscal Affairs Department.

SECTION V- INDEPENDENT CONTRACTOR

In providing services under this Law Enforcement IGA, the County, including all employees of the Adams County Sheriff's Office, acts as an independent contractor and not as an employee of Bennett. The County shall be solely and entirely responsible for its acts, and the acts of its employees, agents, servants, and subcontractors during the term and performance of this Law Enforcement IGA. No employee, agent, servant, or subcontractor of the County shall be deemed to be an employee, agent, or servant of Bennett because of the performance of any services or work under this Law Enforcement IGA. The County, at its sole expense, shall procure and maintain workers' compensation insurance and unemployment compensation insurance as required under Colorado law.

Pursuant to the Workers' Compensation Act, § 8-40-202(2)(b)(IV), C.R.S., as amended, the County understands that it and its employees and servants are not entitled to workers' compensation benefits from Bennett. The County further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Law Enforcement IGA.

SECTION VI- NONDISCRIMINATION

The Parties shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Parties agree to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause.

SECTION VII- INSURANCE AND GOVERNMENTAL IMMUNITY

During the term of this Law Enforcement IGA, the Parties agree to maintain insurance in all forms and types as required by law through either commercial policies or self- insurance. Nothing in this Law Enforcement IGA shall be construed as a waiver by either party of any provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as amended.

SECTION VIII- TERMINATION

Either party may terminate this Law Enforcement IGA upon the provision of written notice to the other party at least three (3) calendar months prior to the effective date of the termination.

SECTION IX- MUTUAL UNDERSTANDINGS

D. Jurisdiction and Venue

The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Law Enforcement IGA. The Parties agree that jurisdiction and venue for any disputes arising under this Law Enforcement IGA shall be with the 17th Judicial District, Colorado.

E. Compliance with Laws

During the performance of this Law Enforcement IGA, the Parties agree to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The Parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, and that no violations of such provisions are present. Without limiting the generality of the foregoing and as applicable, the Parties expressly agree to comply with the

privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), when exposed to, or provided with any data or records under this Law Enforcement IGA that are considered to be "Protected Health Information."

F. Record Retention

The Parties shall maintain records and documentation of the services provided under this Law Enforcement IGA, including fiscal records, and shall retain the records for a period of three (3) years from the date this Law Enforcement IGA is terminated, unless otherwise provided or required by law. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized federal, state, or county personnel.

G. Assignability

Neither this Law Enforcement IGA, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by either party without the prior written consent of both Parties.

H. Waiver

Waiver of strict performance or the breach of any provision of this Law Enforcement IGA shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.

I. Force Majeure

Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.

J. Notice

Any notices given under this Law Enforcement IGA are deemed to have been received and to be effective: (1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that a facsimile was received. For the purposes of this Law Enforcement IGA, any and all notices shall be addressed to the contacts listed below:

For the County:

Adams County Sheriff's Office
332 North 19th Avenue
Brighton, CO 80601
Phone: (303) 654-1850
Facsimile: (303) 655-3296

Adams County Attorneys' Office
4430 S. Adams County Parkway, Ste 5000B
Brighton, CO 80601-8206
Phone: (720) 523-6116
Facsimile: (720) 523-6114

For the Town of Bennett:

Town of Bennett
355 Fourth Street
Bennett, CO 80102-7806
Phone: (303) 644-3249
Facsimile: (303) 644-4125

K. Integration of Understanding

This Law Enforcement IGA contains the entire understanding of the Parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the Parties hereto.

L. Paragraph Headings

Paragraph headings are inserted for the convenience of reference only.

M. Counterparts

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

N. Parties Interested Herein

Nothing expressed or implied in this Law Enforcement IGA is intended or shall be construed to confer upon or to give to, any person other than the Parties, any right, remedy, or claim under or by reason of this Law Enforcement IGA or any covenant, terms, conditions, or provisions hereof. All covenants, terms, conditions, and provisions in this Law Enforcement IGA by and on behalf of the County and Bennett shall be for the sole and exclusive benefit of the County and Bennett.

O. Severability

If any provision of this Law Enforcement IGA is determined to be unenforceable or invalid for any reason, the remainder of this Law Enforcement IGA shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

P. Authorization

Each party represents and warrants that it has the power and ability to enter into this Law Enforcement IGA, to grant the rights granted herein, and to perform the duties and obligations herein described.

BOARD OF COUNTY
COMMISSIONERS ADAMS COUNTY,
COLORADO

Date

Date

Date

6

TOWN OF BENNETT

Royce Pindell, Mayor

Date

ATTEST:

Town Clerk or Town Manager

THE SIGNATURES OF ALL PARTIES MUST BE ATTESTED TO OR NOTARIZED.

ATTACHMENT A
LAW ENFORCEMENT IGA WITH TOWN OF BENNETT

1. **Agreement to Provide Law Enforcement Services.** The County agrees to furnish to Bennett reasonable law enforcement services as deemed necessary by the Adams County Sheriff's Office every day, to the extent practicable based on available resources and emergency needs, during the life of this Law Enforcement IGA. Law enforcement personnel will be allocated based on the historical needs of Bennett. The County agrees to furnish additional deputy sheriffs and contact a victim advocate as may be needed or requested by Bennett from time to time as long as such deputies and victim advocate are available and their assignment will not adversely affect law enforcement services provided to unincorporated portions of the County. The Sheriff reserves the right to determine all law enforcement functions including those deemed extraordinary. All extraordinary law enforcement services will be considered additional in nature and billed as such to Bennett. Bennett shall pay compensation for additional deputies as provided herein.
2. **Place and Nature of Services.** This Law Enforcement IGA will be implemented by the Adams County Sheriff's Office and shall not in any way affect the regular law enforcement services provided by the Adams County Sheriff's Office to unincorporated portions of Adams County. The Sheriff will make all determinations in scheduling and designating the patrol area of the deputies supplied under this Law Enforcement IGA. The standards of performance, disciplining of deputies, control of personnel providing such services, and other matters incident to the performance of the services to be provided hereunder shall be in accordance with the Sheriff's Office policies.

All legal documents, i.e. subpoenas, summonses, or any legal paperwork not generated by the Adams County Sheriff's Office that requires service shall be handled as follows: Legal documents will be provided by Bennett to the Civil Section of the Adams County Sheriff's Office. Adams County Sheriff's Office personnel will serve only legal documents required to be served in Adams County. Bennett will pay for these legal services in accordance with the Adams County Sheriff's Office fee schedule, as set by the Colorado Revised Statutes.

Criminal and traffic enforcement action taken by deputies assigned to Bennett will be handled in the same manner and nature as enforcement action takes place within unincorporated territories of the County. Generally, it will be standard practice for deputies to utilize Bennett Municipal Ordinances for criminal and traffic charging whenever practical; however, appropriate charging shall remain at the deputies' discretion.

Law enforcement services provided to Bennett under this Law Enforcement IGA will be provided within that territory of Bennett that is located in Adams County.

Areas outside of Adams County, annexed by Bennett, will not be served under this Law Enforcement IGA. The Sheriff, or his designee, will meet with the Bennett Trustees on an as-needed basis. The meetings may occur in an effort to maintain communication and enhance community policing and partnerships.

3. **Description of Services and Allocation of Resources.** Law enforcement services provided to Bennett under this Law Enforcement IGA will include patrol duties seven days per week with corresponding investigative and supervisory support as determined by the Sheriff's Office. Based on the historical needs of the town as determined by the Adams County Sheriff's Office and the safety of the deputies, the following personnel will be assigned for 2020: two full-time patrol

deputies, a part-time detective, a part-time sergeant and a part-time commander. The availability of staff and resources to provide these law enforcement services may fluctuate depending on the demands and exigencies of the Adams County Sheriff's Office. Similarly, as additional resources are needed to handle situations in Bennett, the Sheriff's Office will request further assistance.

4. **Personnel and Equipment.** The County shall furnish and supply all necessary labor, supervision, equipment, vehicles, communication facilities, and supplies necessary to provide the services to be rendered hereunder. In the event the Parties determine that a law enforcement station should be maintained within the town limits, Bennett shall furnish an appropriate location as mutually agreed upon by the Parties at its own cost and pay for the expense of office space, furniture, furnishings, office supplies, custodial services, telephone, heating, electrical services, water and other utilities. In special instances when special supplies, stationery, notices, forms and similar materials are to be issued in the name of Bennett, the same is to be supplied by Bennett at its own expense.

All equipment used in the performance of this Law Enforcement IGA, including vehicles, firearms, communication equipment, and supplies, shall remain the property of the County.

5. **Reports.** Incidental to and in addition to the services performed hereunder, the County shall furnish monthly Sheriff's reports of the activities of the deputies assigned to perform the services of this Law Enforcement IGA. Such reports are to be delivered within a reasonable time to the office of the Bennett Town Clerk.
6. **Charges.** The charge for these law enforcement services is proportionate with the time spent providing such services by each of the allocated personnel as determined by prior years' service. For 2020, the fees will be: two patrol deputies (100% of total compensation of a mid-grade deputy for each assigned deputy), detective (37.5% of total compensation), sergeant (25% of total compensation) and commander (25% of total compensation) plus the replacement value of necessary equipment and average usage of communication services. A ten percent (10%) increase over the total cost of the 2019 contract of Three Hundred Seventy-Six thousand, Four Hundred and Ninety-five dollars (\$376,495.00) has been added to the total contract for 2020 services. The total base sum of these services for the term of this Agreement which Bennett agrees to pay the County is Four Hundred Fourteen Thousand, One Hundred Forty-Four Dollars and Fifty Cents (\$414,144.50).

ATTACHMENT B
LAW ENFORCEMENT IGA WITH TOWN OF BENNETT

	<u>Deputy</u>	<u>Detective</u>	<u>Sergeant</u>	<u>Commander</u>
Salary Midpoint	\$76,865.67	\$78,010.85	\$101,157.26	\$116,012.35
Benefits 32.5%	24,981.35	25,353.53	32,876.12	37,704.01
Personnel Total	\$101,847.02	\$103,364.38	\$134,033.38	\$153,716.36
Equipment Replacement Costs				
<i>Uniforms/Gear Replacement (Annual cost)</i>	671	671	671	671
<i>Ballistic Vest Replacement (5 year replacement)</i>	280	280	280	280
<i>Computer Replacement (5 year replacement)</i>	680	680	680	680
Equipment Subtotal	1,631	1,631	1,631	1,631
Adams County Fleet Services Annual Charge to Sheriff's Office (1 Ford Expedition)	23,506	23,506	23,506	23,506
ADCOM Annual Charge to Sheriff's Office (Average per patrol deputy)	10,993	-	10,993	10,993
Equipment and Service Total	\$36,130	\$25,137	\$36,130	\$36,130
Unit Total	\$137,977.02	\$128,501.38	\$170,163.38	\$189,846.36
Allocated Personnel per Contract	2.00	0.375	0.250	0.250
Grand Total	\$275,954.04	\$48,188.02	\$42,540.85	\$47,461.59
Contract Total	\$414,144.50			

ATTACHMENT C
LAW ENFORCEMENT IGA WITH TOWN OF BENNETT

Billed Services

Overtime:

All overtime hours for services provided pursuant to this contract will be billed quarterly by the Adams County Sheriff's Office Finance Section to the Town of Bennett.

Hourly Overtime Rate Based on Mid-grade Deputy: \$47.56

Quarterly overtime billing will be at the discretion of the Plains Section Commander. When possible, billable overtime hours can be adjusted against unused regular hours to avoid additional charges.

Victim Advocate Services:

Victim advocate hours provided pursuant to this contract will be billed quarterly by the Adams County Sheriff's Office Finance Section to the Town of Bennett.

Victim Advocate Hourly Rate Based on Mid-grade Salary: \$25.78

Victim Advocate Hourly Overtime Rate Based on Mid-grade Salary: \$38.67

All overtime and victim advocate services hours will be itemized and provided to the Town of Bennett with the quarterly billing statement.

Services provided by the Sheriff's Office as part of this annual agreement contract without additional charge include:

- *Records Section*
- *Laboratory Services*
- *Photography*
- *Evidence/Storage*
- *Administrative Services/Division Staff Hours*
- *Detective Division Staff Hours*
- *Patrol Division Staff Hours*
- *Warrants Section*
- *Crime Analysis*
- *Crime Prevention*
- *North Metro Narcotics Task Force*
- *T.A.C. Section - Traffic/Community Resource Team*



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 10, 2019
SUBJECT: Disposition of Real estate – 7373 Birch Street
FROM: Nicci Beauprez, Project Manager - Land & Assets
AGENCY/DEPARTMENT: Facilities & Fleet Management
HEARD AT STUDY SESSION ON: Multiple times
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the Special Warranty Deed to Adams County Communications Center Authority and authorize the Facilities & Fleet Management Department: Project Manager of Land & Assets, Manager of Planning, Design & Construction, or Director to execute customary non-contractual documents from closing.

BACKGROUND:

Adams County entered into a contract to Buy and Sale Real Estate signed by the Board of County Commissioners on August 6, 2019 to Sell 7373 Birch Street to Adams County Communications Center Authority for \$333,915.00. Adams County purchased 7373 Birch Street on March 29, 2017 from Arapahoe House in order to continue to provide alcohol treatment services to the community and neighboring stakeholders. This summer Community Reach Center (CRC) relocated its alcohol treatment and detox services to old St. Anthony's near 84th and Federal Blvd. As a result of that relocation, the building is now vacant. Adams County Communications Center (AdCom) expressed needs to expand its operations. It was determined that 7373 Birch could offer expansion benefits to AdCom. Further, AdCom's occupancy would return a beneficial use to the site and a continued benefit to the area and its stakeholders. The purchase price is reflective of a comparative market study offset by cost associated to demolition and construction of the site.

Recommendation is to approve the Special Warranty Deed for 7373 Birch Street, Commerce City, CO and authorize the Facilities & Fleet Management Department: Project Manager of Land & Assets, Manager of Planning, Design & Construction, or Director to execute customary non-contractual documents.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Manager's Office, Facilities & Fleet Management

ATTACHED DOCUMENTS:

Resolution

Special Warranty Deed to Adams County Communications Center Authority

FISCAL IMPACT:

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

Fund: 1**Cost Center: 1**

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:	6855		\$88,259.00
Total Revenues:			<u>\$88,259.00</u>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u>0</u>

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

The Sales price is \$333,915.00, after applying credit agreed for Buyer, net proceeds are \$88,259.00. Commission's and closing costs will be paid from the net proceeds resulting approximately \$72,000 to the County.

RESOLUTION APPROVING SPECIAL WARRANTY DEED TO ADAMS COUNTY
COMMUNICATION CENTER AUTHORITY FOR 7373 BIRCH STREET AND
AUTHORIZING FACILITIES & FLEET MANAGEMENT TO EXECUTE CLOSING
DOCUMENTS

WHEREAS, Adams County (County) and Adams County Communications Center Authority (AdCom) entered into a Contract to Buy and Sale Real Estate signed by the Board of County Commissioners on August 6, 2019 for the land located at 7373 Birch Street, Commerce City, CO; and,

WHEREAS, County wishes to transfer the property described in the attached Special Warranty Deed to AdCom, in order to complete its obligations pursuant to the Contract to Buy and Sell Real Estate; and,

WHEREAS, transfer of this property will allow it to be put back into beneficial use; and,

WHEREAS, the Board of County Commissioners wishes to authorize the Facilities & Fleet Management Department the Project Manager of Land & Assets, the Manager of Planning, Design & Construction, or Director to execute any customary, non-contractual documents at closing on its behalf, including but not limited to: affidavits, settlement statements, closing disclosures and disburser's notices after review and approval to form by the County Attorney's Office.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that the Special Warranty Deed to Adams County Communications Center Authority for 7373 Birch Street, a copy of which is attached hereto and incorporated herein by this reference, be approved.

BE IT FURTHER RESOLVED, that the Chair of the Board of County Commissioners is authorized to execute said Special Warranty Deed on behalf of Adams County.

BE IT FURTHER RESOLVED, that the Special Warranty Deed shall not become effective until delivered and accepted at the successful closing and settlement of the real property transfer.

BE IT FURTHER RESOLVED, that the persons stated above within the Facilities & Fleet Management Department are hereby authorized to execute any customary, non-contractual documents to complete the sale and settlement of the described property, after review and approval to form by the County Attorney's Office.

After Recording Return To:
Kelley Duke, Esq.
Ireland Stapleton Pryor & Pascoe, PC
717 17th Street, Suite 2800
Denver, CO 80202

SPECIAL WARRANTY DEED

The County of Adams, State of Colorado, a Body Politic, whose street address is 4430 South Adams County Parkway, Brighton, CO 80601 ("**Grantor**"), for the consideration of Three Hundred Thirty-Three Thousand Nine Hundred Fifteen and No/100ths US Dollars (\$333,915.00), in hand paid, hereby sells and conveys to **Adams County Communications Center Authority, a political subdivision of the State of Colorado**, whose street address is 7321 Birch St., Commerce City, CO 80022 ("**Grantee**"), the real property located in the County of Adams and State of Colorado and more particularly described on **Exhibit A** attached hereto, together with all its rights, reservations, and appurtenances, including without limitation all rights of reverter and reserved easements, and warrants the title against all persons claiming under Grantor whose claims arise on or after March 29, 2017, except as to the statutory exceptions as defined in C.R.S. § 38-30-113(5)(a).

Signed this _____ day of _____, 2020.

GRANTOR:
The County of Adams, State of Colorado,
a Body Politic

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 2020, by _____, as _____ of The County of Adams, State of Colorado, a body politic, on behalf of the body politic.

WITNESS my hand and official seal.

Notary Public

My commission expires:

EXHIBIT A

LEGAL DESCRIPTION

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 31, TOWNSHIP 2 SOUTH RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID SECTION 31, A DISTANCE OF 1321.50 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER, SOUTHWEST QUARTER OF SAID SECTION 31; THENCE ON A DEFLECTION ANGLE TO THE RIGHT OF 90 DEGREES 06 MINUTES 33 SECONDS ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31 A DISTANCE OF 989.63 FEET; THENCE ON A DEFLECTION ANGLE TO THE LEFT OF 90 DEGREES A DISTANCE OF 40.00 FEET TO THE WESTERLY RIGHT-OF-WAY OF BIRCH STREET TO THE TRUE POINT OF BEGINNING

THENCE NORTHERLY ALONG THE WESTERLY RIGHT-OF-WAY OF BIRCH STREET, A DISTANCE OF 208.71 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF 74TH AVENUE;

THENCE ON A DEFLECTION ANGLE TO THE LEFT OF 90 DEGREES A DISTANCE OF 208.71 FEET ALONG THE SOUTHERLY RIGHT-OF-WAY OF 74TH AVENUE TO A POINT; THENCE ON A DEFLECTION ANGLE TO THE LEFT OF 90 DEGREES, A DISTANCE OF 208.71 FEET;

THENCE ON A DEFLECTION ANGLE TO THE LEFT OF 90 DEGREES A DISTANCE OF 208.71 FEET TO THE TRUE POINT OF BEGINNING.

The County of Adams, State of Colorado and also known as 7373 Birch St., Commerce City, CO 80022.

EXHIBIT B

PERMITTED EXCEPTIONS



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 10, 2019
Subject: Amendment to Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Dahlia St. Outfall with Urban Drainage and Flood Control District
FROM: Kristin Sullivan, Director Public Works Brian Staley, PE, PTOE, Deputy Director, Public Works
AGENCY/DEPARTMENT: Public Works Department
HEARD AT STUDY SESSION ON: August 20, 2019
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: The Board of County Commissioners approves Amendment to Agreement Regarding Dahlia Outfall with Urban Drainage and Flood Control District (Agreement No. 18-06.08B)

BACKGROUND:

On October 31, 2018, the Board of County Commissioners approved the first Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Dahlia Street Outfall with the Urban Drainage and Flood Control District (District). The project includes design and construction of the regional storm sewer trunk line for the Dahlia Street Outfall from East 78th Avenue to north of the O'Brian Canal at the Dahlia Detention Basin.

This amendment increases the total overall funding to \$4,217,759.74 for design and construction of Dahlia Street Outfall. The increase is funded by the District adding additional funding to the overall project. The District is contributing additional funds of \$543,109.09 to the project. In addition the County is adding \$200,000 for Dahlia Outfall system and the agreement allows the District to transfer \$24,650.65 from Irondale Gulch, Dahlia Outfall project, since this project is completed, and these are the remaining funds in that account.

The scope and purpose of the grant is defined in the Amendment. It also accounts for the transfer of monies from the "Amendment To Agreement Regarding Construction Of Drainage And Flood Control Improvements For Irondale Gulch, Dahlia Outfall, Adams County" also being submitted for approval, which is an administrative action.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Public Works and the Urban Drainage and Flood Control District (District)

ATTACHED DOCUMENTS:

1. Amendment to Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Dahlia Street Outfall
2. Resolution

FISCAL IMPACT:

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

Fund: 00013
Cost Center: 3056

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9105	37041902	\$200,000
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT TO AGREEMENT BETWEEN ADAMS
COUNTY AND URBAN DRAINAGE AND FLOOD CONTROL DISTRICT REGARDING
DESIGN AND CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL
IMPROVEMENTS FOR DAHLIA STREET OUTFALL

Agreement No. 18-06.08A
Project No.107149

WHEREAS, Adams County ("County") and Urban Drainage and Flood Control District ("District"), (collectively the "Parties"), have entered into "Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Dahlia Street Outfall, Adams County" (Agreement No. 18-06.08) dated October 31, 2018; and,

WHEREAS, Parties now desire to proceed with final design and construction of drainage and flood control improvements for Dahlia Street Outfall ("Project"); and,

WHEREAS, Parties desire to increase the level of funding by \$767,759.74; and,

WHEREAS, Parties agree to final design services and construction in the not to exceed amount of \$4,217,759.74; and,

WHEREAS, the District's contribution to the Project costs will be \$543,109.09; and,

WHEREAS, the responsibilities and costs are defined as outlined in the Amendment; and,

WHEREAS, by means of the attached Amendment, Parties desire to proceed with Project.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Amendment to Agreement between Adams County and Urban Drainage and Flood Control District Regarding Design and Construction of Drainage and Flood Control Improvements for Dahlia Street Outfall (Agreement No. 18-06.08A), a copy of which is attached hereto and incorporated herein by this reference, be and hereby is approved.

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

AMENDMENT TO
AGREEMENT REGARDING
DESIGN AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
DAHLIA STREET OUTFALL
ADAMS COUNTY

Agreement No. 18-06.08B
Project No. 107149

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

WITNESSETH:

WHEREAS, PARTIES have entered into "Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Dahlia Street Outfall, Adams County" (Agreement No. 18-06.08) dated October 31, 2018; and

WHEREAS, PARTIES now desire to proceed with construction of drainage and flood control improvements for Dahlia Street Outfall; and

WHEREAS, PARTIES desire to increase the level of funding by \$3,620,000; and

WHEREAS, DISTRICT's Board of Directors has authorized additional DISTRICT financial participation for PROJECT (Resolution No. 48, Series of 2019); and

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

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

1. Paragraph 4. PROJECT COSTS AND ALLOCATION OF COSTS is deleted and replaced as follows:
 4. PROJECT COSTS AND ALLOCATION OF COSTS
 - A. PARTIES agree that for the purposes of this Agreement PROJECT costs shall consist of and be limited to the following:
 1. Final design services;
 2. Construction of improvements;
 3. Contingencies mutually agreeable to PARTIES.
 - B. It is understood that PROJECT costs as defined above are not to exceed \$3,797,759.74 without amendment to this Agreement.
PROJECT costs for the various elements of the effort are estimated as follows:

<u>ITEM</u>	<u>AS</u>	
	<u>AMENDED</u>	<u>ORIGINAL</u>
1. Final Design	\$ 60,000	\$ 60,000
2. Construction	\$ 3,347,759.74	\$ 3,000,000
3. Contingency	\$ 390,000.00	\$ 390,000
Grand Total	\$ 3,797,759.74	\$ 3,450,000

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

- C. At the request of COUNTY, the following COUNTY funds may be transferred to PROJECT from a separate special fund held by DISTRICT:

Transfer from: Irondale Gulch, Dahlia Outfall, Adams County

Account No. 5304 Agreement No. 05-12.02F Amount: \$ 27,759.74

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

	<u>Percentage Share</u>	<u>Previously Contributed</u>	<u>Additional Contribution</u>	<u>Maximum Contribution</u>
DISTRICT	20.36%	\$ 450,000		\$ 773,109.09
Special Fund Transfer			\$ 3,109.09	
Additional Contribution			\$ 320,000.00	
COUNTY	79.64%	\$3,000,000		\$3,024,650.65
Special Fund Transfer			\$ 24,650.65	
TOTAL	100.00%	\$3,450,000	\$ 347,759.74	\$3,797,759.74

2. Paragraph 5. MANAGEMENT OF FINANCES is deleted and replaced as follows:

5. MANAGEMENT OF FINANCES


As set forth in DISTRICT policy (Resolution No. 11, Series of 1973, Resolution No. 49, Series of 1977, and Resolution No. 37, Series of 2009), the funding of a local body's one-half share may come from its own revenue sources or from funds received from state, federal, or other sources of funding without limitation and without prior Board approval. Payment of each party's full share (COUNTY - \$0; DISTRICT - \$320,000) shall be made to DISTRICT subsequent to execution of this Agreement and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to COUNTY of any unpaid obligations. Any interest earned by the

monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 13).

Within one year of completion of PROJECT if there are monies including interest earned remaining which are not committed, obligated, or disbursed, each party shall receive a share of such monies, which shares shall be computed as were the original shares; or at COUNTY request, COUNTY share of remaining monies shall be transferred to another special fund held by DISTRICT.

7. All other terms and conditions of Agreement No. 18-06.08 shall remain in full force and effect.

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


Checked By

URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT

DocuSigned by:
Ken MacKenzie
By 3982FD223529485...
Name Ken A. MacKenzie
Title Executive Director
Date 21 November 2019

ADAMS COUNTY

By _____
Name _____
Title _____
Date _____

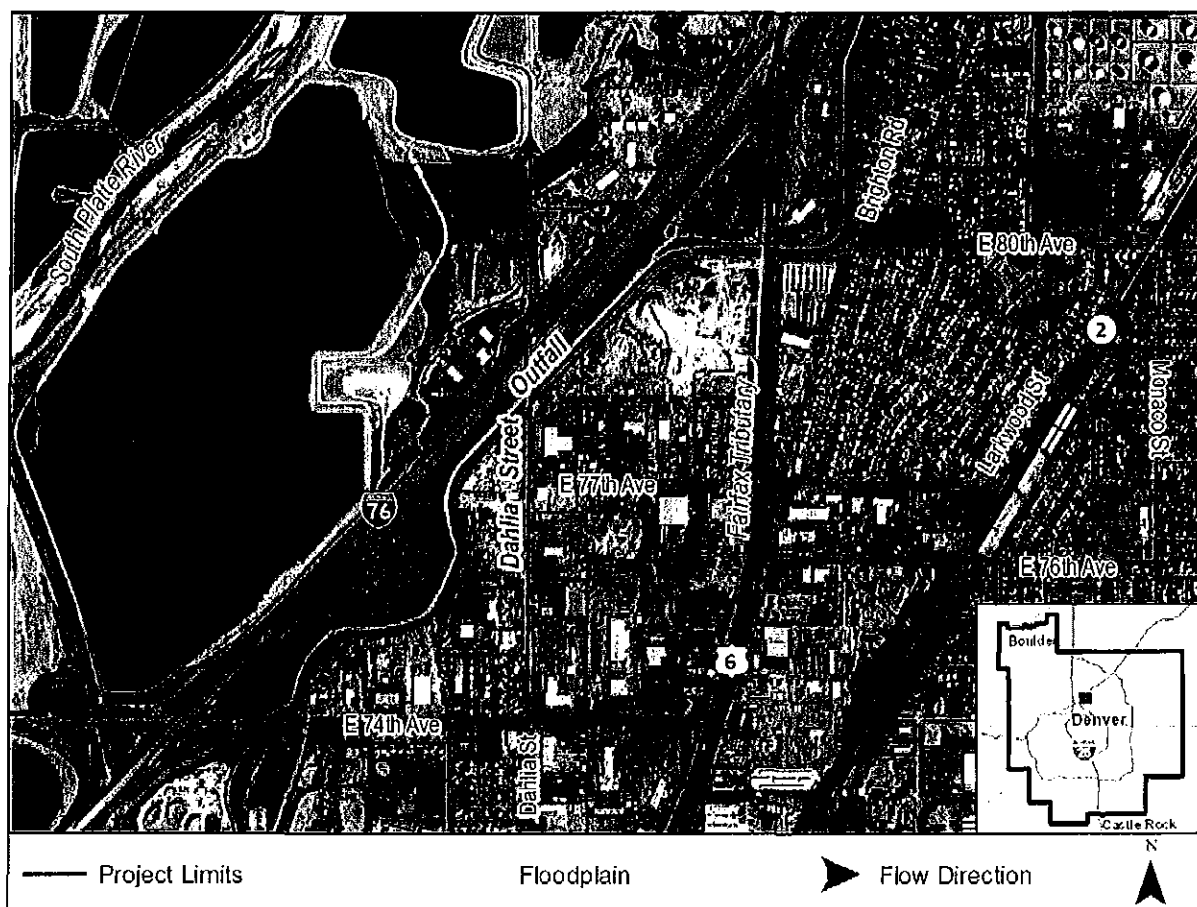
ADAMS COUNTY ATTORNEY


AMENDMENT TO
AGREEMENT REGARDING
DESIGN AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
DAHLIA STREET OUTFALL
ADAMS COUNTY

Agreement No. 18-06.08B

Project No. 107149

Exhibit A



Certificate Of Completion

Envelope Id: EA5A604AF92B4D11B45FA319F3036412

Status: Completed

Subject: FOR SIGNATURE: MHFD AGREEMENT #18-06.08B for DAHLIA OUTFALL with ADAMS CNTY (FROM: TERESA PATTERSON)

Source Envelope:

Document Pages: 5

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 1

Teresa Patterson

AutoNav: Enabled

2480 W 26th Avenue 156-B

Enveloped Stamping: Enabled

Denver, CO 80211

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

tpatterson@udfcd.org

IP Address: 162.248.184.11

Record Tracking

Status: Original

11/21/2019 3:22:09 PM

Holder: Teresa Patterson

tpatterson@udfcd.org

Location: DocuSign

Signer Events

Laura Kroeger

lkroeger@udfcd.org

Stream Services, Program Manager

Urban Drainage and Flood Control District

Security Level: Email, Account Authentication
(None)

Signature



Signature Adoption: Pre-selected Style

Using IP Address: 199.127.202.110

Timestamp

Sent: 11/21/2019 3:37:41 PM

Viewed: 11/21/2019 4:05:26 PM

Signed: 11/21/2019 4:05:30 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Ken MacKenzie

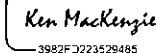
kmackenzie@udfcd.org

Executive Director

Urban Drainage and Flood Control District

Security Level: Email, Account Authentication
(None)

DocuSigned by:



Signature Adoption: Pre-selected Style

Using IP Address: 199.127.202.110

Sent: 11/21/2019 4:05:31 PM

Viewed: 11/21/2019 4:14:08 PM

Signed: 11/21/2019 4:14:37 PM

Electronic Record and Signature Disclosure:

Accepted: 4/26/2016 11:23:29 AM

ID: e4a72b0c-54f9-4e58-a3ed-0f064135ce3c

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Rene Valdez

RValdez@adcogov.org

Security Level: Email, Account Authentication
(None)

COPIED

Sent: 11/21/2019 4:14:38 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events

Signature

Timestamp

Notary Events**Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

11/21/2019 4:14:38 PM

Certified Delivered

Security Checked

11/21/2019 4:14:38 PM

Signing Complete

Security Checked

11/21/2019 4:14:38 PM

Completed

Security Checked

11/21/2019 4:14:38 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Urban Drainage and Flood Control District (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact Urban Drainage and Flood Control District:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: esign@udfcd.org

To advise Urban Drainage and Flood Control District of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at esign@udfcd.org and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Urban Drainage and Flood Control District

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to esign@udfcd.org and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Urban Drainage and Flood Control District

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to esign@udfcd.org and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to

other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Urban Drainage and Flood Control District as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Urban Drainage and Flood Control District during the course of my relationship with you.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 10, 2019
Subject: Amendment to Agreement Regarding Construction of Drainage and Flood Control Improvements for Irondale Gulch, Dahlia Outfall with Urban Drainage and Flood Control District
FROM: Kristin Sullivan, Director Public Works Brian Staley, PE, PTOE, Deputy Director, Public Works
AGENCY/DEPARTMENT: Public Works Department
HEARD AT STUDY SESSION ON: August 20, 2019
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: The Board of County Commissioners approves Amendment to Agreement Regarding Construction of Drainage and Flood Control Improvements for Irondale Gulch, Dahlia Outfall with Urban Drainage and Flood Control District (Agreement No. 05-12.02G)

BACKGROUND:

On May 3, 2006, the Board of County Commissioners approved the Agreement Regarding Construction of Drainage and Flood Control Improvements for Irondale Gulch, Dahlia Outfall with the Urban Drainage and Flood Control District (District). The project is complete and has unspent funds.

This amendment requests concurrence to transfer remaining funds of \$27,759.74 from Irondale Gulch, Dahlia Outfall project to Dahlia Street Outfall project. This agreement allows the transfer of monies to another project. This transfer will reallocate these monies to the Dahlia Street Outfall system as documented in the "Amendment to Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Dahlia St. Outfall with Urban Drainage and Flood Control District".

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Public Works and the Urban Drainage and Flood Control District (District)

ATTACHED DOCUMENTS:

1. Amendment to Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Dahlia Street Outfall
2. Resolution

FISCAL IMPACT:

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

Fund:**Cost Center:**

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

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

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT TO THE AGREEMENT BETWEEN ADAMS
COUNTY AND URBAN DRAINAGE AND FLOOD CONTROL DISTRICT REGARDING
CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
IRONDALE GULCH, DAHLIA OUTFALL

Agreement No. 05-12.02G

WHEREAS, Adams County (“County”) and Urban Drainage and Flood Control District (“District”), (collectively the “Parties”), have entered into “Agreement Regarding Construction of Drainage and Flood Control Improvements for Irondale Gulch, Dahlia Outfall, Adams County” (Agreement No. 05-12.02) dated May 3, 2006; and,

WHEREAS, Parties now desire to transfer remaining funds from the Project to Dahlia Street Outfall; and,

WHEREAS, the total of remaining funds is \$27,759.74; and,

WHEREAS, remaining funds are from the County contribution of \$24,650.65 and the District contribution of \$3,109.09; and,

WHEREAS, by means of the attached Amendment, Parties desire to proceed with the Project.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Amendment to the Agreement between Adams County and Urban Drainage and Flood Control District Regarding Design and Construction of Drainage and Flood Control Improvements for Irondale Gulch, Dahlia Outfall (Agreement No. 05-12.02G) , a copy of which is attached hereto and incorporated herein by this reference, be and hereby is approved.

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

AMENDMENT TO
AGREEMENT REGARDING
CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
IRONDALE GULCH, DAHLIA OUTFALL, ADAMS COUNTY

Agreement No. 05-12.02G

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

WITNESSETH:

WHEREAS, PARTIES have entered into "Agreement Regarding Construction of Drainage and Flood Control Improvements for Irondale Gulch, Dahlia Outfall, Adams County" (Agreement No. 05-12.02) dated May 3, 2006, as amended; and

WHEREAS, PARTIES now desire to transfer remaining funds from PROJECT; and

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

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

1. Paragraph 5. MANAGEMENT OF FINANCES is deleted and replaced as follows:

5. MANAGEMENT OF FINANCES

As set forth in DISTRICT policy (Resolution No. 11, Series of 1973 and Resolution No. 49, Series of 1977), the cost sharing shall be after subtracting state, federal, or other sources of funding from third parties. However, monies COUNTY may receive from federal funds, the Federal Revenue Sharing Program, the Federal Community Development Program, or such similar discretionary programs as approved by DISTRICT's Board of Directors may be considered as and applied toward COUNTY's share of improvement costs.


Payment of each party's full share (COUNTY - \$9,679,945; DISTRICT - \$1,220,000) shall be made to DISTRICT subsequent to execution of this Agreement and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to COUNTY of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 13).

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

request, and as approved by DISTRICT, monies remaining may be transferred to another DISTRICT project.

3. All other terms and conditions of Agreement No. 05-12.02 shall remain in full force and effect.

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


Checked By

URBAN DRAINAGE AND FLOOD
CONTROL DISTRICT d/b/a
MILE HIGH FLOOD DISTRICT

By 
Name Ken A. MacKenzie
Title Executive Director
Date 21 November 2019

(SEAL)

ATTEST:

By _____
Name _____
Title _____

APPROVED AS TO FORM:


County Attorney

Certificate Of Completion

Envelope Id: 93ABC7DB6AB84D528C7252D51435DEAD

Status: Completed

Subject: FOR SIGNATURE: MHFD AGREEMENT AMD #05-12.02G for KENWOOD OUTFALL TO DAHLIA (FROM: TERESA PATTERSON)

Source Envelope:

Document Pages: 2

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 1

Teresa Patterson

AutoNav: Enabled

2480 W 26th Avenue 156-B

Envelope Stamping: Enabled

Denver, CO 80211

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

tpatterson@udfcd.org

IP Address: 162.248.184.11

Record Tracking

Status: Original

Holder: Teresa Patterson

Location: DocuSign

11/21/2019 3:39:35 PM

tpatterson@udfcd.org

Signer Events

Laura Kroeger

lkroeger@udfcd.org

Stream Services, Program Manager

Urban Drainage and Flood Control District

Security Level: Email, Account Authentication
(None)

Signature



Signature Adoption: Pre-selected Style

Using IP Address: 199.127.202.110

Timestamp

Sent: 11/21/2019 3:44:11 PM

Viewed: 11/21/2019 4:02:14 PM

Signed: 11/21/2019 4:03:01 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Ken MacKenzie

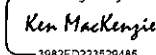
kmackenzie@udfcd.org

Executive Director

Urban Drainage and Flood Control District

Security Level: Email, Account Authentication
(None)

DocuSigned by:



3982FD223529485...

Signature Adoption: Pre-selected Style

Using IP Address: 199.127.202.110

Sent: 11/21/2019 4:03:02 PM

Viewed: 11/21/2019 4:15:10 PM

Signed: 11/21/2019 4:15:14 PM

Electronic Record and Signature Disclosure:

Accepted: 4/26/2016 11:23:29 AM

ID: e4a72b0c-54f9-4e58-a3ed-0f064135ce3c

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Rene Valdez

RValdez@adcogov.org

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

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Witness Events

Signature

Timestamp

Notary Events**Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

11/21/2019 4:15:15 PM

Certified Delivered

Security Checked

11/21/2019 4:15:15 PM

Signing Complete

Security Checked

11/21/2019 4:15:15 PM

Completed

Security Checked

11/21/2019 4:15:15 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Urban Drainage and Flood Control District (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

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In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to esign@udfcd.org and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Urban Drainage and Flood Control District

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to esign@udfcd.org and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to

other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Urban Drainage and Flood Control District as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Urban Drainage and Flood Control District during the course of my relationship with you.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 10, 2019
SUBJECT: Square Lake Subarea Plan IGA with City of Arvada
FROM: Jill Jennings Golich, Director of Community and Economic Development
AGENCY/DEPARTMENT: Community and Economic Development
HEARD AT STUDY SESSION ON: September 17, 2019
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the IGA between Adams County and the City of Arvada for a subarea study of the area in the vicinity of Square Lake.

BACKGROUND:

Through a parks and open space planning process that was being conducted by the City of Arvada, it was realized that there was a need for a joint planning process for the area around the 60th and Sheridan G line commuter station. City of Arvada and Adams County staff met to discuss the process Arvada was engaged in and agreed to move forward with a joint planning effort for the area bounded by 60th Ave to I-76 and Sheridan to Tennyson. Adams County has added a secondary area to the effort which covers the area from I-76 to 52nd Ave and Sheridan to Tennyson.

The focus of this subarea plan will be the following:

- a. Land use and transit orientated development;
- b. Open space;
- c. Infrastructure, including without limitation:
 - i. street infrastructure;
 - ii. drainage;
 - iii. gaps in curb, gutter and sidewalk;
 - iv. utility gaps;
 - v. transportation corridors and access points;
- d. Environmental;
- e. Floodplain; and
- f. Public engagement.

Adams County will lead the project and hold the contract with a consultant, in partnership with the City of Arvada. The Intergovernmental Agreement (IGA) spells out the relationship between the County and Arvada, the scope of work, project management, invoicing, and that Arvada will contribute up to \$30,000 for the study.

A scope of work for a consultant is being finalized and should be released in December. Approval of the IGA is needed to confirm the relationship. The City of Arvada is submitting the IGA to their City Council for approval, with second reading expected to be on January 6, 2020.

Funding for this subarea study is being included in the 2020 budget.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Community and Economic Development Department
Parks, Open Space and Cultural Arts
County Manager's Office

ATTACHED DOCUMENTS:

Resolution

Intergovernmental Agreement between Adams County and the City of Arvada for a subarea study of the area in the vicinity of Square Lake

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:** 1081

	Object Account	Subledger	Amount
Current Budgeted Revenue:	6840		\$30,000
Additional Revenue not included in Current Budget:			
Total Revenues:			

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7685		\$118,200
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN
ADAMS COUNTY AND THE CITY OF ARVADA FOR A SUBAREA STUDY OF THE
AREA IN THE VICINITY OF SQUARE LAKE

WHEREAS, Adams County and the City of Arvada desire to complete a subarea study for the area in the vicinity of Square Lake, generally that area between 60th Ave to I-76 from Sheridan to Tennyson; and,

WHEREAS, Adams County will manage the project and select a consultant with participation from the City of Arvada; and,

WHEREAS, the Intergovernmental Agreement is needed to specify the details for what Adams County and the City of Arvada will be responsible for, and how the City of Arvada will contribute financially to the study; and,

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Intergovernmental Agreement between Adams County and the City of Arvada for a subarea study of the area in the vicinity of Square Lake, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved.

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

**INTERGOVERNMENTAL AGREEMENT
ADAMS COUNTY AND THE CITY OF ARVADA
FOR A SUBAREA STUDY OF THE AREA IN THE VICINITY OF SQUARE LAKE**

This Intergovernmental Agreement made this ____ day of _____, _____ (this “IGA”) by and between Adams County (the “ADCO”) and the City of Arvada (the “City”), is to provide funding and staffing assistance for the development of a subarea study (the “Study”) for area in the vicinity of Square Lake.

RECITALS:

- A. The parties are authorized by the provisions of Colo. Const. art. XIV, § 18(2)(a) and §§ 29-1-201, et. seq., C.R.S., to enter into contracts with each other for the performance of functions that they are authorized by law to perform on their own;
- B. The parties wish to set forth their understanding regarding the acquisition of a subarea study (the “Study”) of the area indicated on **Exhibit A** (the “Subarea”), in the vicinity of Square Lake; and
- C. The parties wish to enter into this IGA in order for the City to provide funding and staffing assistance in the acquisition and preparation of the Study which will be led by the County.

NOW, THEREFORE, it is hereby agreed that:

- 1. **RECITALS, EXHIBITS.** The Recitals set forth above and all exhibits attached hereto are incorporated herein by this reference.
- 2. **REQUEST FOR PROPOSALS (“RFP”).** ADCO will prepare and issue the RFP to engage a consultant (the “Consultant”) to conduct the Study. The parties anticipate that the Study will address, without limitation, the following (the items listed below are collectively referred to herein as the “Scope”):
 - a. Land use and transit orientated development;
 - b. Open space;
 - c. Infrastructure, including without limitation:
 - i. street infrastructure;
 - ii. drainage;
 - iii. gaps in curb, gutter and sidewalk;
 - iv. utility gaps;
 - v. transportation corridors and access points;
 - d. Environmental;
 - e. Floodplain; and
 - f. Public engagement.

3. **FUNDING.** Funds for the Study shall be provided by ADCO, and by a contribution by the City of Thirty Thousand Dollars (\$30,000) (the “City Contribution”). In no event shall the City be responsible for payment of funds for the Study in any amount greater than the City Contribution. Any additional funds required for the Study over and above the City Contribution shall be the responsibility of ADCO.
4. **SCOPE OF WORK.** No changes to the Scope shall be made without prior written agreement between ADCO and the City.
5. **STUDY TIMEFRAME.** It is anticipated that an RFP will be issued prior to the end of 2019. The Study is expected to begin early 2020 and be completed by the end of 2020.
6. **REVIEW.** ADCO shall manage all work performed by the Consultant for the Study. The City shall have the opportunity to review and comment upon all documents, drawings, exhibits, etc., produced by the Consultant as part of the Study, including without limitation, preliminary drafts. The City shall be entitled to receive copies of all reports, drawings, data, and other material produced or collected by the Consultant at no cost.
7. **MEETINGS.** The City shall have the right to attend and shall receive notice of all meetings with the Consultant not less than forty-eight (48) hours in advance. The City shall not give direction to the Consultant, but shall coordinate all comments through ADCO.
8. **STAFFING.**
 - a. ADCO. ADCO will provide the Project Manager to support the project at a minimum. Other ADCO subject matter experts, such as, a Parks representative and an environmental specialist may be included to work on Study on an as needed basis.
 - b. City. The City will provide one long range planner or development review planner to function as the project submanager to support the project at a minimum. Other City subject matter experts, such as, a Parks representative and a transportation manager may be included to work on the Study on an as needed basis.
9. **INVOICES.** ADCO shall invoice the City for the Consultant’s work up to a maximum amount of Thirty Thousand Dollars (\$30,000.00). Such invoices shall include the Consultant’s invoice and other available background information regarding the work being invoiced. The City shall pay for actual Consultant work only. The City shall pay all undisputed, approved invoices or portions thereof within forty five (45) days of receipt. If the City disputes any invoice or portion thereof it shall provide written notice of the dispute to ADCO.
10. **STUDY RECOMMENDATIONS.** The parties acknowledge this IGA is for the performance of the Study only. The parties will endeavor to secure approvals from their

respective governing bodies to implement zoning code changes, adopt master plan and other regulatory changes as will incorporate these planning efforts into local ordinances, regulations or requirements governing development of the Subarea. Nothing herein commits either party to fund any improvements pursuant to adopted plans.

11. **ADDITIONAL COORDINATION.** The parties anticipate that coordination with other governmental entities in the area may be necessary. These entities include, without limitation:

- a. Regional Transportation District;
- b. Colorado Department of Transportation;
- c. Mile High Flood District f/k/a UDFCD;
- d. Berkley Water and Sanitation District; and
- e. Hyland Hills Park and Recreation District.

12. **THIRD PARTIES.** No person or entity not a party to this IGA shall have rights hereunder.

13. **CONFLICTS.** No officer, member or employee of ADCO or the City, no members of the respective governing bodies of ADCO or the City, and no other public officials or employees of ADCO or the City during his or her tenure, or for one (1) year thereafter, shall have any personal interest, direct or indirect, in any solicitation for services made pursuant to this IGA or the proceeds thereof.

14. **TERMINATION.** This IGA may be terminated for any of the following reasons:

- a. Funds not Available. In the event available funds are insufficient to pay for Study costs, the City is under no obligation to provide any funding for the Study.
- b. Termination for Mutual Convenience. The parties may terminate this agreement and terminate the Study if both parties agree that the continuation of the Study would not produce beneficial results commensurate with the further expenditure of funds.
- c. Termination for Cause. If through any cause, ADCO fails to fulfill in a timely and proper manner its obligations under this IGA, or violates any of the covenants, agreements, or stipulations of this IGA, the City has the right to terminate this IGA by giving thirty (30) days prior written notice to the City of such termination.

15. **AUDIT.** The City, or any auditor or contractor acting on its behalf shall have the right to audit ADCO's books and records as they pertain to the Study. The contracts awarded for this Study shall provide that the City shall have the right to audit the Consultant's books and records as they pertain to the Study for a period of three (3) years from the date of completion of the Study.

16. **MERGER.** This IGA represents the entire agreement between the ADCO and the City and may be amended only in writing, signed by the parties.

17. **EFFECTIVE DATE.** This IGA shall become effective upon the date of execution and will terminate upon completion and final acceptance of the Study.

18. **COUNTERPARTS.** This IGA may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.

19. **NOTICES.** All contacts, communications, and data required to be performed or exchanged pursuant to this IGA will be sent to the following persons:

For the City:
Director of Community
and Economic Development

Community Development
8101 Ralston Road
Arvada, Colorado 80002

For ADCO:
Director of Community
and Economic Development

4430 S. Adams County Parkway
1st Floor, Suite W2000
Brighton, CO 80601

IN WITNESS WHEREOF, the parties hereto have executed this IGA on the date written above.

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

**ADAMS COUNTY
BOARD OF COUNTY COMMISSIONERS**

Steve O'Dorisio, Chair

ATTEST:

County Clerk

Date

APPROVED AS TO FORM:

County Attorney's Office

CITY OF ARVADA

Mark Williams, Mayor

ATTEST:

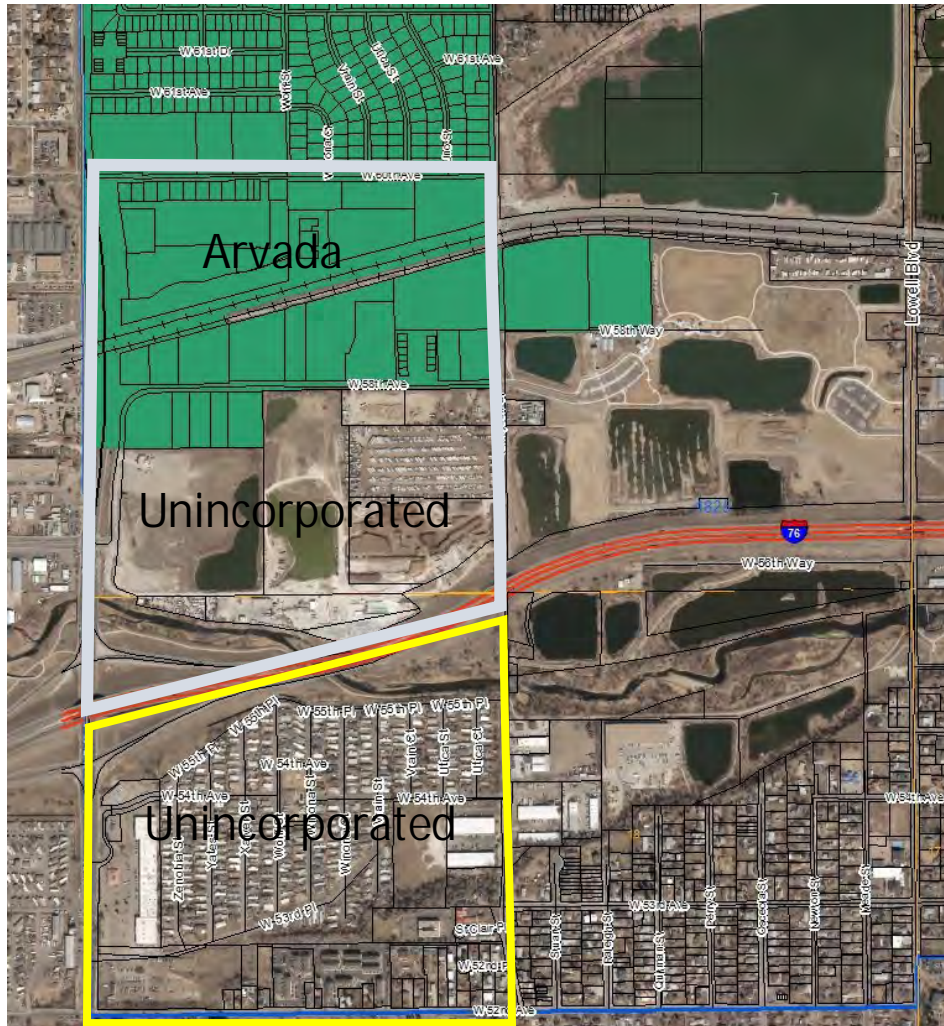
City Clerk

Date

APPROVED AS TO FORM:

Rachel Morris, City Attorney

EXHIBIT A – SQUARE LAKE SUBAREA





PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 10, 2019
SUBJECT: Agreement Regarding Adams County South Platte Working Group South Platte River
FROM: Kristin Sullivan, AICP, Director of Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approve an IGA with the Urban Drainage and Flood Control District, DBA Mile High Flood District, to share the cost for the development of a River Corridor Visioning Guidance document for the South Platte River.

BACKGROUND:

Adams County received a proposal for the development of a river corridor visioning guidance document for the Platte River Corridor from the Greenway Foundation in January of 2019. The County referred this proposal to the Urban Drainage and Flood Control District (UDFCD) for consideration.

The subject IGA proposes a cost share between the County and UDFCD, \$37,500 for each organization, to support the production of a River Corridor Visioning Guidance document for the South Platte River. This document will present overarching goals and core values for the river corridor that bring together river management, recreation, and land use. The vision document will provide direction and guidance for a conceptual river corridor plan that will be developed in a future phase of work.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Public Works Department
Urban Drainage and Flood Control District

ATTACHED DOCUMENTS:

Agreement Regarding Adams County South Platte Working Group South Platte River
Resolution

FISCAL IMPACT:

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

Fund: 3090**Cost Center:** 7685

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7685		37,500.00
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			37,500.00

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT REGARDING ADAMS
COUNTY SOUTH PLATTE WORKING GROUP SOUTH PLATTE RIVER

WHEREAS, Adams County received a proposal for the development of a river corridor visioning guidance document for the Platte River Corridor from the Greenway Foundation in January of 2019; and,

WHEREAS, the County referred this proposal to the Urban Drainage and Flood Control District (UDFCD) for consideration; and,

WHEREAS, the subject IGA proposes a cost share between the County and UDFCD to support the production of a River Corridor Visioning Guidance document for the South Platte River; and,

WHEREAS, this document will present overarching goals and core values for the river corridor that bring together river management, recreation, and land use; and,

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Agreement Regarding Adams County South Platte Working Group South Platte River be approved.

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

AGREEMENT REGARDING
ADAMS COUNTY SOUTH PLATTE WORKING GROUP
SOUTH PLATTE RIVER

Agreement No. 19-06.08
Project No. 107709

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

WITNESSETH:

WHEREAS, DISTRICT, in a policy statement previously adopted, (Resolution No. 14, Series of 1970 and Resolution No. 11, Series of 1973) expressed an intent to assist public bodies which have heretofore enacted floodplain regulation measures; and

WHEREAS, PARTIES participated in a joint planning study titled "Major Drainageway Planning South Platte River in Adams County, Colorado" by Camp Dresser & McKee, Inc. dated April 2002 (hereinafter called "SPR PLAN"); and

WHEREAS, PARTIES now desire to proceed with establishing a working groups for the South Platte River to provide a River Vision for the Adams County reach that includes floodplain management, trails, parks and recreation (hereinafter called "PROJECT"); and

WHEREAS, DISTRICT's Board of Directors reviewed and authorized expenditures for the 2019 Work Program (Resolution No.66, Series of 2018); and

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

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

1. SCOPE OF AGREEMENT

This Agreement defines the responsibilities and financial commitments of PARTIES with respect to PROJECT.

2. SCOPE OF PROJECT

A. PROJECT shall include organizing and facilitating meetings with the selected working group members. Members include an elected official and the manager from the county and from each municipality that touches the South Platte River through the DISTRICT in COUNTY. The DISTRICT and Metro Wastewater Reclamation District will also be included as members.

The purpose of PROJECT is to develop a River Corridor Visioning Guidance document to provide overarching goals and core values for the river corridor that bring together river management, recreation and land use. The vision document will provide the direction and

guidance for a conceptual river corridor plan that will be developed in another phase of work.

3. PUBLIC NECESSITY

PARTIES agree that the work performed pursuant to this Agreement is necessary for the health, safety, comfort, convenience, and welfare of all the people of the State, and is of particular benefit to the inhabitants of PARTIES and to their property therein.

4. PROJECT COSTS AND ALLOCATION OF COSTS

- A. PARTIES agree that for the purposes of this Agreement PROJECT costs shall consist of establishing a working group to develop a River Corridor Visioning Guidance document.
- B. It is understood that PROJECT costs as defined above are not to exceed \$75,000 without amendment to this Agreement.

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

<u>ITEM</u>	<u>AMOUNT</u>
1. Organizing and Facilitating Meetings	\$ 40,000
2. River Corridor Visioning Guidance Document	\$ 25,000
3. Contingency	\$ 10,000
Grand Total	\$ 75,000

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

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

	<u>Percentage Share</u>	<u>Maximum Contribution</u>
DISTRICT	50.00%	\$37,500
COUNTY	50.00%	\$37,500
TOTAL	100.00%	\$75,000

5. MANAGEMENT OF FINANCES

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

Payment of each party's full share (COUNTY - \$37,500; DISTRICT - \$37,500) shall be made to DISTRICT subsequent to execution of this Agreement and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to COUNTY of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 13).

Within one year of completion of PROJECT if there are monies including interest earned remaining which are not committed, obligated, or disbursed, each party shall receive a share of such monies, which shares shall be computed as were the original shares; or, at COUNTY request, COUNTY share of remaining monies shall be transferred to another special fund held by DISTRICT.

6. RIVER CORRIDOR VISIONING GUIDANCE DOCUMENT

DISTRICT shall contract with The Greenway Foundation to provide the visioning guidance document as well as organizing and facilitating the working group meetings.

The River Corridor Visioning Guidance Document shall consist of, but not be limited to, the following:

- A. Executive Summary;
- B. Identify the purpose, goals, and how the working group will work together to realize the vision for the river in COUNTY;
- C. Background research of previous studies along the river;
- D. List potential funding partners;
- E. Identify next steps for the working group.

7. OWNERSHIP OF PROPERTY AND LIMITATION OF USE

COUNTY shall own the property either in fee or non-revocable easement and shall be responsible for same. It is specifically understood that the right-of-way is being used for drainage and flood control purposes. The properties upon which PROJECT is constructed shall not be used for any purpose that shall diminish or preclude its use for drainage and flood control purposes. COUNTY may not dispose of or change the use of the properties without approval of DISTRICT. If, in the future, COUNTY disposes of any portion of or all of the properties acquired upon which PROJECT is constructed pursuant to this Agreement; changes the use of any portion or all of the properties upon which PROJECT is constructed pursuant to this Agreement; or modifies any of the improvements located on any portion of the properties upon which PROJECT is constructed pursuant to this Agreement; and COUNTY has not obtained the written approval of DISTRICT prior to such action, COUNTY shall take any and all action necessary to reverse said unauthorized

activity and return the properties and improvements thereon, acquired and constructed pursuant to this Agreement, to the ownership and condition they were in immediately prior to the unauthorized activity at COUNTY's sole expense. In the event COUNTY breaches the terms and provisions of this Paragraph 7 and does not voluntarily cure as set forth above, DISTRICT shall have the right to pursue a claim against COUNTY for specific performance of this portion of the Agreement.

8. FLOODPLAIN REGULATION

COUNTY agrees to regulate and control the floodplain of South Platte River within COUNTY in the manner prescribed by the National Flood Insurance Program and prescribed regulations thereto as a minimum.

PARTIES understand and agree, however, that COUNTY cannot obligate itself by contract to exercise its police powers. If COUNTY fails to regulate the floodplain of South Platte River within COUNTY in the manner prescribed by the National Flood Insurance Program and prescribed regulations thereto as a minimum, DISTRICT may exercise its power to do so and COUNTY shall cooperate fully.

9. TERM OF AGREEMENT

Despite the date that this Agreement is signed by PARTIES, the term of this Agreement shall commence upon the earlier of the date of final execution by all PARTIES or December 31 of the year that it is tendered to COUNTY for execution and shall terminate three (3) years after the final payment is made to the construction contractor and the final accounting of funds on deposit at DISTRICT is provided to all PARTIES pursuant to Paragraph 5 herein, except for Paragraph 10. FLOODPLAIN REGULATION, Paragraph 7.C. Ownership of Property and Limitation of Use, and Paragraph 9. MAINTENANCE, which shall run in perpetuity.

10. 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.

11. CONTRACTING OFFICERS

- A. The contracting officer for COUNTY shall be the Engineering Manager, 4430 S. Adams County Parkway, Suite 2000B, Brighton, CO 80601.
- B. The contracting officer for DISTRICT shall be the Executive Director, 2480 West 26th Avenue, Suite 156B, Denver, Colorado 80211.
- C. The contracting officers for PARTIES each agree to designate and assign a PROJECT representative to act on the behalf of said PARTIES in all matters related to PROJECT undertaken pursuant to this Agreement. Each representative shall coordinate all PROJECT-related issues between PARTIES, shall attend all progress meetings, and shall be responsible for providing all available PROJECT-related file information to the engineer upon request by DISTRICT or COUNTY. Said representatives shall have the authority for

all approvals, authorizations, notices or concurrences required under this Agreement.

However, in regard to any amendments or addenda to this Agreement, said representative shall be responsible to promptly obtain the approval of the proper authority.

12. RESPONSIBILITIES OF PARTIES

DISTRICT shall be responsible for coordinating with COUNTY the information developed by the various consultants hired by DISTRICT and for obtaining all concurrences from COUNTY needed to complete PROJECT in a timely manner. COUNTY agree to review all concept plans, preliminary design plans, and final plans and specifications; and to provide comments within 21 calendar days after the drafts have been provided by DISTRICT to COUNTY.

13. AMENDMENTS

This Agreement contains all of the terms agreed upon by and among PARTIES. Any amendments to this Agreement shall be in writing and executed by PARTIES hereto to be valid and binding.

14. 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.

15. APPLICABLE LAWS

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Jurisdiction for any and all legal actions regarding this Agreement shall be in the State of Colorado and venue for the same shall lie in the county where PROJECT is located.

16. ASSIGNABILITY

No party to this Agreement shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the nonassigning party or parties to this Agreement.

17. BINDING EFFECT

The provisions of this Agreement shall bind and shall inure to the benefit of PARTIES hereto and to their respective successors and permitted assigns.

18. ENFORCEABILITY

PARTIES hereto agree and acknowledge that this Agreement may be enforced in law or in equity, by decree of specific performance or damages, or such other legal or equitable relief as may be available subject to the provisions of the laws of the State of Colorado.

19. TERMINATION OF AGREEMENT

This Agreement may be terminated upon thirty (30) days' written notice by any party to this Agreement, but only if there are no contingent, outstanding contracts. If there are contingent, outstanding contracts, this Agreement may only be terminated upon the cancellation of all

contingent, outstanding contracts. All costs associated with the cancellation of the contingent contracts shall be shared between PARTIES in the same ratio(s) as were their contributions.

20. PUBLIC RELATIONS

It shall be at COUNTY's sole discretion to initiate and to carry out any public relations program to inform the residents in PROJECT area as to the purpose of PROJECT and what impact it may have on them. Technical information shall be presented to the public by the selected engineer. In any event DISTRICT shall have no responsibility for a public relations program, but shall assist COUNTY as needed and appropriate.

21. NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this Agreement, 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.

22. APPROPRIATIONS

Notwithstanding any other term, condition, or provision herein, each and every obligation of COUNTY and/or DISTRICT stated in this Agreement is subject to the requirement of a prior appropriation of funds therefore by the appropriate governing body of COUNTY and/or DISTRICT.

23. 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 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 PARTIES that any person or party other than any one of PARTIES receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

24. ILLEGAL ALIENS

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.* The following language shall be included in any contract for public services:

- A. At the time of execution of this Agreement, CONTRACTOR does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
- B. CONTRACTOR shall participate in the E-Verify Program, as defined in § 8 17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

- C. CONTRACTOR shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- D. CONTRACTOR shall not enter into a contract with a subconsultant or subcontractor that fails to certify to CONTRACTOR that it shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- E. CONTRACTOR shall confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in the E-Verify Program.
- F. CONTRACTOR is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligation under this Agreement, and that otherwise requires CONTRACTOR to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
- G. If CONTRACTOR obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contract with an illegal alien, it will notify such subconsultant or subcontractor and PARTIES within three (3) days. CONTRACTOR shall also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three (3) day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.
- H. CONTRACTOR shall comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S.
- I. CONTRACTOR shall, within twenty days after hiring an employee who is newly hired for employment to perform work under this Agreement, affirms that it has examined the legal work status of such employees, retained file copies of the documents required by 8 U.S.C. Section 1324a, and not altered or falsified the identification documents for such employees. CONTRACTOR shall provide a written, notarized copy of the affirmation to PARTIES.

25. GOVERNMENTAL IMMUNITIES

PARTIES hereto intend that nothing herein shall be deemed or construed as a waiver by any party of any rights, limitations, or protections afforded to them under the Colorado Governmental Immunity Act (§ 24-10-101, *et seq.*, C.R.S.) as now or hereafter amended or otherwise available at law or equity.

26. INTENT OF AGREEMENT

Except as otherwise stated herein, this Agreement is intended to describe the rights and responsibilities of and between PARTIES and is not intended to and shall not be deemed to confer rights upon any person or entities not named as PARTIES, nor to limit in any way the powers and responsibilities of COUNTY, DISTRICT or any other entity not a party hereto.

27. EXECUTION IN COUNTERPARTS – ELECTRONIC SIGNATURES


This Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement, may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. PARTIES approve the use of electronic signatures for execution of this Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement. Only the following two forms of electronic signatures shall be permitted to bind PARTIES to this Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement.

- A. Electronic or facsimile delivery of a fully executed copy of a signature page; or
 - B. The image of the signature of an authorized signer inserted onto PDF format documents.
- Documents requiring notarization may also be notarized by electronic signature, as provided above. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, CRS §§ 24-71.3-101 to -121.

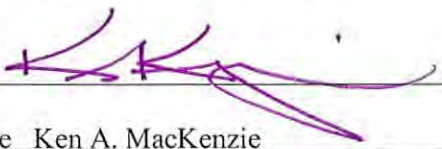
WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatories as of the date and year first above written.

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

URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT



Checked By

By 

Name Ken A. MacKenzie

Title Executive Director

Date 11/21/19

ADAMS COUNTY

By _____

Name _____

Title _____

Date _____

APPROVED AS JEFF
COUNTY ATTORNEY



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 10, 2019
SUBJECT: Resolution Regarding Defense and Indemnification of John Hains as a Defendant Pursuant to C.R.S. § 24-10-101, et seq., Case No. 19cv30927
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 John Hains 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. This lawsuit is brought by Elizabeth Parham who claims she was injured while riding in a sheriff's office transport van that was being driven by Deputy John Hains.

The County Attorney's Office has reviewed the facts of this lawsuit and it has been determined that John Hains was acting within the course and scope of his employment at all relevant times relevant to this lawsuit. Therefore, the County Attorney's Office is recommending that John Hains be indemnified for any potential damages that might arise out of this litigation.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Sheriff's Office

ATTACHED DOCUMENTS:

RESOLUTION REGARDING DEFENSE AND INDEMNIFICATION OF JOHN HAINS 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:
Cost Center:

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

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

New FTEs requested: ☐ YES ☐ NO

Future Amendment Needed: ☐ YES ☐ NO

Additional Note:

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

RESOLUTION REGARDING DEFENSE AND INDEMNIFICATION OF JOHN HAINS 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, John Hains has been sued in the matter of Elizabeth Parham v. John Hains, and Adams County Sheriff's Office, in the Douglas County District Court, Case Number 19cv30927; said Defendant, being an employee of Adams County at the time of the incident described in the Complaint; and,

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that Adams County shall bear the cost of defense for John Hains 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 Elizabeth Parham v. John Hains, and Adams County Sheriff's Office.

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



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 10, 2019
SUBJECT: IGA between Adams County and City of Commerce City for Animal Sheltering and Impound Services provided at the Adams County Animal Shelter/Adoption Center
FROM: Stephanie Wilde
AGENCY/DEPARTMENT: Adams County Animal Shelter/Adoption Center
HEARD AT STUDY SESSION ON July 10, 2018
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves IGA

BACKGROUND:

This is an IGA between Adams County and City of Commerce City to utilize the Adams County Animal Shelter/Adoption Center (ACASAC) for animal sheltering, care, and impound services. Fees have been established by utilizing Commerce City's average annual animal sheltering usage data from years 2016 and 2017 and applying those to an annual flat-rate fee.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Animal Shelter/Adoption Center
Adams County Budget
Adams County Managers Office
City of Commerce City

ATTACHED DOCUMENTS:

Public Hearing Agenda Item ACASAC and City of Commerce City
IGA between ACASAC and Commerce City
Exhibit A: Fee Schedule

FISCAL IMPACT:

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

Fund: 01**Cost Center: 2051**

	Object Account	Subledger	Amount
Current Budgeted Revenue:	5000	5990.2	\$83,423.00
Additional Revenue not included in Current Budget:			\$0.00
Total Revenues:			<u>\$83,423.00</u>

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

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

Sheltering service fees for 2020 will reflect the current flat rate of \$83,423.00 X the current local CPI for 2018 for a total of \$85,701.00

**RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT
BETWEEN ADAMS COUNTY AND THE CITY OF COMMERCE CITY FOR ANIMAL
SHELTER/ADOPTION CENTER SERVICES**

WHEREAS, the Adams County Animal Shelter/Adoption Center has been asked to provide animal control, shelter, and adoption services for Commerce City; and,

WHEREAS, both parties intend to enter an agreement where Adams County will provide for the shelter, care, adoption, euthanasia, and/or disposal of animals impounded by Commerce City and/or Commerce City animal control agents; and,

WHEREAS, Adams County will provide the above stated services for the time period of January 1, 2019 through December 31, 2019, which will automatically renew under the conditions stated in the agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Intergovernmental Agreement between Adams County and the City of Commerce City for Animal Shelter/Adoption Center Services, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved.

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

**ADAMS COUNTY, COLORADO
INTERGOVERNMENTAL AGREEMENT
ANIMAL SHELTER/ADOPTION CENTER SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT FOR ANIMAL SHELTER/ADOPTION CENTER SERVICES (IGA) is made this ____ day of _____, 2019 by and between the Adams County Board of County Commissioners, located at 4430 S. Adams County Parkway, Suite C5000A, Brighton, CO 80601, hereinafter referred to as the “County,” and the City of Commerce City, located at 7887 E. 60th Ave., Commerce City, CO 80022, hereinafter referred to as “Commerce City.” This IGA is for animal shelter and adoption services to be provided by the Adams County Animal Shelter/ Adoption Center (ACASAC), located at 10705 Fulton St., Brighton, CO 80601.

In consideration of the mutual promises and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the County and Commerce City agree to be legally bound as follows:

SECTION I. DEFINITIONS

- A. **Adoption fee:** Means the amount charged to a person adopting an animal for the costs of administrative services associated with the adoption.
- B. **Animal:** Means a dog, cat, or other small domestic creature.
- C. **Boarding fee:** Means the daily amount charged for the care of an animal while at ACASAC.
- D. **Care:** Means regularly providing food and water to animals in the ACASAC.
- E. **Impoundment fee:** Means the amount, in addition to the boarding fee, charged for costs associated with impounding an animal at ACASAC.
- F. **Service fees:** Means other fees charged for services provided by ACASAC, not otherwise specified herein, such as fees for euthanizing animals, disposing of dead animals, etc.
- G. **Shelter:** Means providing an enclosed cage or pen that is regularly cleaned and maintained for an animal.

SECTION II. RESPONSIBILITIES OF THE COUNTY

- A. ACASAC, in cooperation with Commerce City’s Animal Control Agent(s), is delegated with the power to provide impoundment and related services to assist the City in enforcement of Chapter 4 of the Commerce City Revised Municipal Code, as may be amended from time to time, as it pertains to animal control. The ACASAC will provide the services only as they pertain to dogs, cats, fowl, small farm animals, or other small domestic creatures. The fees charged by ACASAC shall be inclusive of all Services, including adoption, boarding,

impoundment, and any other services.

B. ACASAC shall provide for the shelter, care, adoption, euthanasia, and disposal of animals impounded because of violations of Chapter 4 of the Commerce City Code of Ordinances, and will obtain and maintain any and all licenses required by Colorado Revised Statute (C.R.S.) § 35-80-101, *et seq.* Any animal in the care of ASASAC pursuant to a court ordered hold from the Commerce City Municipal Court shall receive shelter and services until further order of the Commerce City Municipal Court.

C. Any stray animal impounded for more than five (5) business days that is not reclaimed by its owner may be made available for adoption, transferred for rescue, or may be humanely euthanized, at the sole discretion ACASAC Executive Director. However, feral cats may be humanely euthanized after having been impounded for three (3) calendar days, as the circumstances at ACASAC may require based on the sole discretion of its Executive Director, consistent with Colorado Revised Statute (C.R.S.) § 35-80-106.3, as amended, or other relevant statutory provision in effect at that time.

D. Unless ownership of a released animal is specifically acknowledged by the releasing individual, any animals brought to the ACASAC will be processed in accordance with Colorado Revised Statute (C.R.S.) §35-80-106.3.

E. ACASAC shall have the right to immediately and humanely euthanize any animal impounded at its facility if such animal is diagnosed by a licensed veterinarian as being terminally ill, injured, or diseased consistent with Colorado Revised Statute (C.R.S.) §35-80-106.3, as amended, or other relevant statutory provision in effect at the time.

F. ACASAC shall quarantine animals for rabies observation, and shall report all suspected rabid animals to the Tri-County Health Department.

G. Any dog or cat impounded at ACASAC, with the exception of aggressive, severely ill, or injured animals, shall be inoculated with appropriate vaccines as indicated by protocol established by the shelter veterinarian.

H. ACASAC shall maintain a telephone answering service to receive inquiries on impounded animals from 10:00 a.m. to 6:00 p.m. on weekdays, and from 9:00 a.m. to 5:00 p.m. on Saturdays and Sundays. ACASAC will be closed on County-designated holidays.

I. ACASAC shall maintain records on all impounded animals, including a record of each animal's disposal, and shall allow Commerce City access to such records as reasonably requested. In addition, ACASAC shall submit to Commerce City by the tenth (10th) calendar day of each month a summary report of animals received and the disposition thereof.

J. Fees charged to Commerce City residents for services provided hereunder shall not exceed the fees charged to other residents of Adams County for the same or similar services.

K. The County will employ qualified personnel as necessary to perform the services

to be provided hereunder.

L. No animal impounded at ACASAC shall be sold or given away to any person, organization, company, or other entity for the purposes of medical research or experimentation.

M. ACASAC personnel will regularly assist in completing the routine impoundment functions including: obtaining impound numbers; vaccinating animals; placing identification collars on animals; taking pictures of animals; placing animals in kennels; and completing associated impoundment documentation (i.e. scanning animals and entering the scanned number on the impound cards, entering the animal's age, weight, and rabies tag number on the impound cards, etc.).

SECTION III. RESPONSIBILITIES OF COMMERCE CITY

A. It is understood that by entering this IGA, Commerce City is expressly authorizing ACASAC to perform the Services as set forth herein, in order to achieve compliance with Chapter 4 of the Commerce City Code of Ordinances, as it pertains to animal licensing and control, and where consistent with state law. The County will provide the Services only as they pertain to dogs, cats, or other small domestic animals, and fowl.

B. Commerce City agrees to notify the ACASAC, at least 48 hours prior to the effective date thereof, of any changes or amendments to Chapter 4 of the Commerce City Code of Ordinances or changes in the enforcement thereof.

C. Commerce City's animal control agents shall cooperate with and provide assistance to ACASAC concerning routine impoundment functions including: getting impound numbers from the computer; vaccinating animals; placing identification collars on animals; taking pictures of animals; placing animals in kennels; and completing associated impoundment documentation (i.e. scanning animals and entering the scanned number on the impound cards, entering the animal's age, weight, and rabies tag number on the impound cards, etc.).

D. As ACASAC does not always have a veterinarian onsite or available, all sick and injured animals that Commerce City animal control officers pick up must be taken to a veterinarian before impounding it into the shelter. A veterinarian report must be attached to the impound card. Sick animals are defined as animals that may be highly contagious to the rest of the animals and are showing signs such as diarrhea, bloody stools, lethargy, etc. Injured animals are defined as animals with signs of injuries including any limping as there may be a fracture, draining/infected skin wounds, appearance of mange (hair loss, especially around the head, and crusting skin), deep gashes that may need sutures, any animal that has been hit by a car, and any animal that otherwise appears to be in pain by vocalizing, whining or tensing. It is acceptable for Commerce City animal control agents to contact the shelter prior to taking a sick or injured animal to an outside veterinarian or clinic. If the shelter veterinarian is available to consult with the animal control officer, the veterinarian may approve for the animal control officer to bring the sick or injured animal directly to the shelter.

SECTION IV. PAYMENTS, FEES, AND ADDITIONAL EXPENSES

A. Commencing January 1, 2019, for all animals found in Commerce City and brought to the ACASAC by either City officials or private citizens, Commerce City shall pay the County according to the current fee structure for that calendar year. A copy of the current fee structure for 2019 is attached hereto and incorporated herein as Exhibit A. The fee structure for each following year that this agreement is renewed will be provided to Commerce City by no later than October 1. The current fee structure for each calendar year shall be fully incorporated into this IGA and shall supersede and replace any previously agreed to fee schedule. For each subsequent year that this agreement is renewed, the fees outlined in Exhibit A will be increased each year based on the most current official local (Denver, Aurora, Lakewood) Consumer Price Index ("CPI"). By way of example, the fees for 2020 will be equal to the 2019 fees plus an increase in the amount of the percentage increase of the most current local CPI. However, in the event there is a decrease in the most current official local CPI, the fees for that contract year will remain the same as the prior year

B. The County will invoice Commerce City according to the current fee structure for that calendar year on the date(s) specified in Exhibit A. Payment shall be made in full by Commerce City to the County within 30 days of the invoice date.

C. The County shall retain all impoundment, boarding, adoption, service and/or other fees collected in association with this IGA. The County shall also retain all gifts or contributions received in association with any services provided in association with this IGA.

D. In the rare event that an animal is delivered from Commerce City as a court hold, police hold, or protective custody case, and said animal is deemed by staff to be too dangerous or in need for specialized care, ACASAC shall notify Commerce City if the animal will be transferred to a separate entity. The separate entity will be a state-licensed animal care provider. Commerce City will be responsible for all costs associated with the transfer and care of the animal by the separate entity unless such costs are later adjudicated by a court of competent jurisdiction to be unreasonable.

E. Commerce City agrees to submit cost of care documents prepared by ACASAC to the court for restitution, when timely received, in cases where ACASAC has provided care and services for animals from Commerce City on court hold where the animal(s)' owner, or former owner, has potential responsibility for making restitution for such animal's sheltering and care fees.

SECTION V. TERM

The initial term of this IGA shall be for a period of 12 (twelve) months, commencing on January 1, 2019, and terminating on December 31, 2019, and will automatically renew for successive one-year terms beginning January 1, 2020 according to the terms and conditions herein subject to the termination provisions set forth in Section XI of this IGA.

SECTION VI. FUND AVAILABILITY

Commerce City has appropriated sufficient funds for this IGA for the current fiscal year. Payment pursuant to the IGA, is subject to and contingent upon the continuing availability of Commerce City funds for the purposes hereof. This Agreement will neither constitute nor be deemed a multiple fiscal-year debt or financial obligation of the City based on the City's ability to terminate this Agreement. County acknowledges that the City has made no promise to continue to budget funds beyond the current fiscal year and that the City has and will pledge adequate cash reserves on a fiscal-year by fiscal-year basis. In the event funds become unavailable, Commerce City may terminate this IGA in accordance with Section XI of this IGA.

SECTION VII. INDEPENDENT CONTRACTOR

In providing services under this IGA, the County acts as an independent contractor. As such, the County shall be solely and entirely responsible for its acts, and the acts of its employees, agents, servants, and contractors during the term and performance of this IGA. No employee, agent, servant, or contractor of the County shall be deemed to be an employee, agent, or servant of Commerce City because of the performance of any services or work under this IGA. The County, at its expense, shall procure and maintain workers' compensation insurance and unemployment compensation insurance as required under Colorado law. Pursuant to the Workers' Compensation Act, § 8-40-202(2)(b)(IV), C.R.S. as amended, the County understands that it and its employees and servants are not entitled to workers' compensation benefits from Commerce City. The County further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this IGA.

SECTION VIII. NONDISCRIMINATION

The County shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The County agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause.

SECTION IX. INDEMNIFICATION

To the extent permitted by law, each Party agrees to indemnify and hold harmless the other, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property caused or sustained by any person(s) as a result of the its own performance or failure to perform pursuant to the terms of this IGA. Nothing herein shall be deemed by either party as a waiver of the rights, protections, defenses and limitations afforded both in accordance with the Colorado Governmental Immunity Act C.R.S. § 24-10-101, *et seq.* as same may be amended from time to time.

SECTION X. INSURANCE

The County is a "public entity" within the meaning of the Colorado Governmental

Immunity Act (“Act”), §24-10-101, *et seq.*, C.R.S., as amended, and shall at all times during the term of this IGA maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act.

SECTION XI. TERMINATION

A. For Cause

If, through any cause, the County fails to fulfill its obligations under this IGA in a timely and proper manner, or if it violates any of the covenants, conditions, or stipulations of this IGA, Commerce City shall thereupon have the right to immediately terminate this IGA, upon giving written notice to the County of such termination and specifying the effective date thereof.

B. For Convenience

Either party may terminate the IGA at any time by giving written notice as specified herein to the other party, which notice shall be given at least sixty (60) days prior to the effective date of the termination. If the IGA is terminated by Commerce City, the County will be paid in full for any services provided hereunder prior and up to the date of termination.

SECTION XII. MUTUAL UNDERSTANDINGS

A. Jurisdiction and Venue

The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this IGA. The parties agree that jurisdiction and venue for any disputes arising under this IGA shall be with the 17th Judicial District, Colorado.

B. Compliance with Law

During the performance of this IGA, the parties agree to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The Parties hereto acknowledge that they are familiar with § 18-8-301, *et seq.*, C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, *et seq.*, C.R.S. (Abuse of Public Office), as amended, and that no violations of such provisions are present.

C. Record Retention

The parties shall maintain records and documentation of the services provided under this IGA, including fiscal records, and shall retain the records for a period of six (6) years from the date this IGA is terminated. Records relating to Animal Control shall be maintained for two (2) years. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized federal, state, County, or Commerce City personnel.

D. Assignability

Neither this IGA, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by either party without the prior written consent of the other party.

E. Waiver

Waiver of strict performance or the breach of any provision of this IGA shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.

F. Force Majeure

Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.

G. Notice

Any notices given under this IGA are deemed to have been received and to be effective: (1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that a facsimile or electronic mail transmission was received. For the purposes of this agreement, any and all notices shall be addressed to the contacts listed below:

For the County:

Adams County Animal Shelter
10705 Fulton Street, Brighton, CO 80601
Attn.: Stephanie Wilde
Phone No.: (720) 523-7907
Facsimile No.: (303) 853-4290
swilde@adcogov.org

and

Adams County Attorney's Office
4430 S. Adams County Parkway, Suite C5000B, Brighton, CO 80601
Attn: Christine Fitch and Heidi Miller
Phone No.: (720) 523-6116
Facsimile No.: (720) 523-6114
cfitch@adcogov.org
hmiller@adcogov.org

For Commerce City:

Chief of Police
Commerce City Police Department
7887 East 60th Avenue, Commerce City, CO 80022

Phone No.: (303) 287-2844
Facsimile: (303) 289-3732

with a copy to:

City Attorney
City of Commerce City
7887 East 60th Avenue
Commerce City, CO 80022

H. Integration of Understanding

This IGA contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties.

I. Paragraph Heading

Paragraph headings are inserted for the convenience of reference only.

J. Counterparts

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

K. Parties Interested Herein

Nothing expressed or implied in this IGA is intended or shall be construed to confer upon or to give to, any person other than the parties, any right, remedy, or claim under or by reason of this IGA or any covenant, terms, conditions, or provisions hereof. All covenants, terms, conditions, and provisions in this IGA, by and on behalf of the County and Commerce City, shall be for the sole and exclusive benefit of the County and Commerce City.

L. Severability

If any provision of this IGA is determined to be unenforceable or invalid for any reason, the remainder of this agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

M. Authorization

Each party represents and warrants that it has the power and ability to enter into this IGA, to grant the rights granted herein, and to perform the duties and obligations herein described.

IN WITNESS WHEREOF, the parties hereto have caused their names to be affixed.

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Chair

Date

ATTEST:
CLERK AND RECORDER

Approved as to form:

Deputy Clerk

Adams County Attorney's Office

CITY COUNCIL
CITY OF COMMERCE CITY, COLORADO

City Manager

Date

ATTEST: LAURA BAUER CITY CLERK

Approved as to form:

Commerce City Attorney

Exhibit A: Annual Flat Rate Fee Schedule
Between Adams County Animal Shelter/Adoption Center
and City of Commerce City

January 1, 2019 - December 31, 2019:

The Annual Flat Rate Fee for Shelter Services for the City of Commerce City in 2019 is a total of \$83,423.00. This annual flat rate fee will be payable in one (1) payment of \$83,423.00. Invoices will be issued as follows and payable within thirty days of the invoice date.

December 1, 2019	\$83,423.00
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January 1, 2020 - December 31, 2020:

The Annual Flat Rate Fee for Shelter Services for the City of Commerce City in 2020 will be determined by taking the 2019 flat rate fee of \$83,423.00 multiplied by 2.731%, the current official local CPI Index of 2018. This annual flat rate fee of \$85,701.00 will be payable in four (4) payments of \$21,425.25. Invoices will be issued as follows and payable within thirty days of the invoice date.

January 1, 2020	\$21,425.25
April 1, 2020	\$21,425.25
July 1, 2020	\$21,425.25
October 1, 2020	\$21,425.25



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 10, 2019
SUBJECT: Land Lease
FROM: D. E. Ruppel, Director, Air and Space Port
AGENCY/DEPARTMENT: Colorado Air and Space Port
HEARD AT STUDY SESSION ON: n/a
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO, not applicable
RECOMMENDED ACTION: That the Board of County Commissioners Approves the Land Lease for improvement for improvements known as 37835 50 th Avenue as described therein.

BACKGROUND:

In July of 2001, Colorado Air and Space Port, formally known as Front Range Airport (Landlord), entered into an Unimproved Land Lease with certain improvements known as 37835 50th Avenue. Such improvements are located on lands owned by Adams County known as the Colorado Air and Space Port. The Land Lease was assigned to the Carl R. Johnson Trust on July 11, 2012. Carlos Walter Jazun would like to purchase the hangar located at 37835 50th Avenue, and requested modification to the Lease term, thus a new Lease will be presented, thereby terminating the existing Land Lease.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Attorney's Office

ATTACHED DOCUMENTS:

1. Resolution
2. Unimproved Land Lease
3. Assignment – Johnson to Trust
4. Termination of Johnson Trust Lease
5. Land Lease

FISCAL IMPACT:

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

Fund: 43**Cost Center:** 4302

	Object Account	Subledger	Amount
Current Budgeted Revenue:	6440		2,661.44
Additional Revenue not included in Current Budget:	6440		229.50
Total Revenues:			<u>2,890.94</u>

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

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING TERMINATION OF THE LAND LEASE WITH CARL R.
JOHNSON TRUST AND APPROVING THE LAND LEASE
WITH CARLOS WALTER JAZUN FOR 37835 50TH AVENUE

WHEREAS, Adams County is a body corporate and politic that owns and operates an airport known as Colorado Air and Space Port ("Landlord"); and,

WHEREAS, in July 2001, Landlord entered into an Unimproved Land Lease with Carl R. Johnson for certain improvements known as 37835 50th Avenue, such improvements are located on lands owned by Landlord; and,

WHEREAS, in 2012, the lease with Carl R. Johnson was assigned to Carl R. Johnson Trust; and,

WHEREAS, Landlord and Carl R. Johnson Trust wish to terminate the lease dated July 1, 2001, according to the terms of the attached termination; and,

WHEREAS, Landlord acknowledges the assignment of ownership of improvements from Carl R. Johnson Trust to Carlos Walter Jazun, who would like to purchase the hangar located at 37835 50th Avenue.

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado that the Termination of the Land Lease with Carl R. Johnson Trust for the site known as 37835 50th Avenue, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved.

BE IT FURTHER RESOLVED, that the Chair is authorized to sign on behalf of Adams County any documents necessary to effectuate said Termination.

BE IT FURTHER RESOLVED, that the lease with Carlos Walter Jazun for the site known as 3785 50th Avenue, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved.

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

**TERMINATION OF LAND LEASE BETWEEN ADAMS COUNTY AND
THE CARL R. JOHNSON TRUST**

THIS TERMINATION AGREEMENT ("Agreement") is made and entered into this 22 day of OCTOBER, 2019, by and between Adams County ("County"), located at 4430 S. Adams County Parkway, Brighton, CO 80601, and the Carl R. Johnson Trust ("Tenant"), located at 37835 50th Ave, CO Building A 80137.

WHEREAS, in 2001, the Adams County Front Range Airport Authority ("Authority") entered into a land lease agreement ("Lease") with Carl R. Johnson for a site on the airport known as 37835 50th Avenue, Watkins, CO 80137 (the "Property"); and,

WHEREAS, in 2013, the Authority was dissolved and all right, title, and interest in the Authority's property, including contract rights and obligations, were transferred to Adams County, with the airport currently operating under the name Colorado Air and Spaceport; and,

WHEREAS, in 2012, Carl R. Johnson's estate assigned the Lease to Tenant; and,

WHEREAS, Tenant wishes to terminate the Lease upon the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing promises and covenants, to be kept and performed by each of them, the parties agree as follows:

1. **Termination Date and Surrender of Premises.** The Lease shall terminate at 5 pm on 10/22/2019 ("Termination Date"). Tenant shall surrender the Property to County at the Termination Date. The parties intend for Tenant to transfer ownership of the existing building to Walter Jazun. Tenant shall either remove all of its personal property from the Property by the Termination Date or shall reach a written agreement with Walter Jazun regarding leaving personal property or equipment on the Property after the Termination Date should Walter Jazun enter into a new lease agreement with the County. In the event tenant has left equipment or personal property at the Property after the Termination Date without a written agreement with Walter Jazun or the County, County may treat such personal property or equipment as abandoned and may dispose of said personal property or equipment.

2. **Mutual Consideration for Termination.** As consideration for terminating the Lease, the parties agree to termination of their rights and obligations pursuant to the Lease.

3. **Liability and Insurance.** Tenant shall be liable for, and shall indemnify County with respect to, any liability or obligation incurred by Tenant with respect to the Property prior to the Termination Date, including, but not limited to, liability for any negligent act or omission by Tenant through the Termination Date and liability for any unpaid debts or expenses incurred by Tenant through the Termination Date.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officials to execute this Agreement on their behalf.

Dated this ____ day of _____, 2019.

COUNTY OF ADAMS
STATE OF COLORADO

ATTEST:
STAN MARTIN, CLERK

By: Chair, Board of County Commissioners

Erica Hannah, Deputy Clerk

Approved as to form:

Carl R. Johnson Trust

By: MELANIE GORDON
Title: TRUSTEE

LAND LEASE

This Lease ("Lease") is made effective this ____ day of _____, 2019, by and between Adams County, Colorado, located at 4430 S. Adams County Parkway, Brighton, Colorado, 80601 ("Landlord") on behalf of the Colorado Air and Space Port, and Tenant, as described in Exhibit A attached hereto and incorporated herein, ("Tenant").

Adams County owns and operates the Colorado Air and Space Port ("Airport"), located at 5200 Front Range Parkway, Watkins, Colorado 80137, in Adams County, Colorado.

For and in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. Lease and Description. Upon the terms and conditions hereinafter set forth, the Landlord hereby leases to the Tenant, and the Tenant hereby leases from the Landlord, those certain premises situated at the Colorado Air and Space Port, Adams County, Colorado, described in Exhibit A – Lease and Description Premises ("Premises"), the configuration and legal description of which are set forth on the Site Plan attached hereto as Exhibit "B" and incorporated herein. The Tenant shall have the non-exclusive use of taxiways, runways and other areas of the Airport, which are not within the exclusive use of other tenants and the Landlord.
2. Business Purpose. The Premises shall be used solely for the operation of a commercial aircraft hangar building under the terms and conditions of this Lease which shall not be construed as creating or vesting in the Tenant or any subtenant or assignee a fee interest in the Premises.

The aircraft hangar building, and the leasehold interest created hereby are to be used solely for aeronautical-related purposes, including but not limited to parking, storing and maintaining aircraft and other activities associated with aircraft ownership. Aircraft stored in the hangar must meet the Taxilane Object Free Area Width for airplanes in Design Group I as defined in FAA AC150/5300-13 Airport Design\Chapter 4., Taxiway and Taxilane Design, nor exceed a wingspan of 59 feet. The tenancy created hereby is subject to the terms of this Lease, the Minimum Standards of Colorado Air and Space Port, all applicable federal, state and local laws and ordinances. The Minimum Standards shall be provided by the Landlord to the Tenant in writing upon the approval of this Lease and thereafter from time to time as they are amended.

3. Hangar Construction. Tenant shall construct the Buildings and Improvements as noted in Exhibit A - Hangar Construction. Nothing in this Lease shall be interpreted as granting any land use approvals for hangar construction or Tenant's use of the Premises. Tenant shall be solely responsible, at its sole cost, for applying for and receiving any necessary land use approvals and/or permits from the jurisdiction with land use authority and/or the FAA, including, but not limited to, building permits, grading permits,

stormwater approvals, and any other land use approval. The Colorado Air and Space Port has limited ability to accommodate increases in stormwater, and Landlord retains sole discretion whether to accept any increases in stormwater proposed by Tenant for Tenant's hangar and other use of the Premises.

4. Landlord agrees to the following:
 - a. Subject to applicable land use requirements, Tenant may import construction fill dirt from the location designated by Landlord just east of the Premises at no cost for the fill dirt. However, Landlord does not guarantee or otherwise reserve this material and will not be liable if it is unavailable.
 - b. Tenant understands and agrees that water is provided on a contract basis from a source outside of the Landlord's control. Landlord will not be obligated to provide water if the source contract is not renewed.
 - c. Landlord may allow hangar(s) associated with this Lease to be solicited with its available hangar listings but shall not be obligated to provide such service.
 - d. Listing language must be acceptable to Landlord.

5. Term. The initial term of this Lease is set forth in Exhibit A - Term. Thereafter, two (2) additional five (5) year renewal terms may be offered at the Landlord's sole discretion provided the Tenant is in full compliance with the terms of the Lease and the Minimum Standards of Colorado Air and Space Port, and the Landlord has determined that the building is in acceptable condition.

6. Rent. The rent for the Premises shall be as set forth in Exhibit A - Rent. Rent payment shall be made at 5200 Front Range Parkway, Watkins, Colorado 80137, or at such other address as the Landlord notifies the Tenant in writing during the original or any extended term of the Lease. The Tenant shall also pay for any calendar year or fraction thereof for which rent is due but not paid within ten (10) calendar days of the due date a late charge equal to five percent (5%) of the rent due and any accrued late charges.

a. Future Rental Periods. Commencing the fourth year of the Lease, and every year thereafter, the annual rental sum shall be increased by 3% and shall be calculated using 7,650 square feet as shown on Exhibit "A", the Premise. It is understood that if the Landlord performs a market study for lease rates and the Lease rate falls 15% below the then determined market rate, then Landlord shall issue notice to Tenant of the new market rent rate which will then be due from Tenant within 60 days or the next scheduled rental payment whichever is longer.

7. Assignment of Lease. The Tenant may sublease or sell hangar space for the purpose described in paragraph 2, above, for a term and under such terms and under conditions as the Tenant may determine in its sole discretion, provided: (1) the Tenant receives the Landlord's approval of the rental or sale, which shall not be unreasonably withheld; (2) the Tenant provides the Landlord and maintains and issues annually or as change occurs, whichever is sooner, a current list of the names, addresses and telephone

numbers of subtenants and or purchasers and their aircraft registration numbers; and (3) subtenants or purchasers agree in writing to abide by all the terms and conditions of this Lease.

8. Utilities. Tenant hereby covenants and agrees to pay all monthly or other regular charges for heat, light, and water, and for all other public utilities which shall be used in or charged against the Premises during the full terms of this Lease.

9. Taxes. The Tenant shall pay all property and other taxes that are assessed against the Premises.

10. Occupancy. The Premises shall not be occupied or used for any purpose until a Certificate of Occupancy is issued for any building constructed thereon.

11. Repair and Maintenance.

a. At its sole expense, the Tenant shall keep the Premises and all improvements thereon in good repair and in a safe, sanitary, orderly and usable condition. The Premises shall at all times be maintained in accordance with any applicable Building Code, Zoning Regulation, or Ordinance of Adams County.

b. Good Condition: Tenant shall keep Premises in good order and working condition and will do all necessary and appropriate maintenance and repair work at its sole expense. If Tenant fails to maintain the Premises, Landlord may perform such maintenance and invoice Tenant for all costs incurred. Prior to commencing work, Landlord will provide Tenant with thirty (30) days written notice and right to cure, and the applicable provisions of paragraph 27 below shall apply.

c. Waste: The Tenant shall place and regularly empty suitable trash containers on the Premises. It shall not permit rubbish, debris, waste material, anything noxious or detrimental to safety or health, anything likely to create objectionable odors or a fire hazard or anything subject to deterioration to accumulate on the Premises or to be improperly disposed of. The Tenant shall not allow any waste, liquids or other materials that could cause malfunction of the Landlord's sewage plant or impede the normal chemical or biological workings of the plant to become part of the plant's influence.

d. Care of Petroleum products and Other Material by Tenant: Tenant shall handle, use, store and dispose of fuel petroleum products, and all other materials (including but not limited to hazardous materials) owned or used by it on the Airport in accordance with all applicable federal, state, local and Airport statutes, regulations, rules and ordinances. No waste or disposable materials shall be released on the ground or in the storm sewer. Should such materials be spilled or escape from storage or in any way contaminate the Airport or property adjacent to the Airport through activities of the Tenant, the Tenant shall be solely responsible for the cleanup, containment and otherwise abatement of such contamination at Tenant's sole cost and expense. Further, Tenant shall notify the Landlord and appropriate governmental agency of such

occurrence immediately. Should the Tenant fail to do so, the Landlord may take any reasonable and appropriate action in the Tenant's stead. The cost of such remedial action by the Landlord shall be paid by the Tenant.

e. Snow: At its sole expense, the Tenant shall remove snow and ice from all paved and concrete areas of the Premises.

f. Pavement: At its sole expense, the Tenant shall repair and maintain all paved or concrete areas of the Premises and their subsurfaces in a safe and structurally sound condition.

12. Use. The Tenant shall conduct on the Premises only the business for which it is leased and shall not use the Premises for any illegal purpose or any purpose beyond the scope of Section 2.

13. Liens and Insolvency. The Tenant shall keep the Premises free from any liens arising from work performed thereon or materials furnished thereto. If the Tenant becomes insolvent or voluntarily or involuntarily bankrupt, or if a receiver, trustee or other liquidator is appointed for the Tenant, the Landlord may terminate this Lease.

14. Rent After Default. If any or all of the Premises is sublet, sold or otherwise occupied by anyone other than the Tenant, after any default in the payment of rent by the Tenant, the Landlord may collect rent or other periodic payments from subtenants, purchasers or other occupants, but such collection and/or the Landlord's agreement to a third person's use or occupancy of the Premises shall not be deemed a waiver of any term or condition of this Lease.

15. Access. The Tenant shall allow the Landlord and/or its agent's access to the Premises during business hours upon 24 hours' notice for the purpose of inspection. In case of emergency the Landlord may have access at any time. Nothing herein shall be construed to limit the authority of Adams County building inspectors under existing law.

16. Liability Insurance. The Tenant shall maintain liability insurance by a company or companies acceptable to the Landlord insuring the Tenant against claims based on personal injury or death and damage or destruction of property that arise from the intentional or negligent acts of the Tenant, its agents, employees or servants or by means of any form of transportation, including owned, non-owned and hired automobiles, to the extent required by Exhibit "C" attached hereto and incorporated herein by this reference. The Landlord shall be included on all such policies as a named insured, and a true copy of those policies shall be furnished to the Landlord. Every such policy shall deem the Tenant's policy to be primary and not seek contribution of any kind from Landlord and shall provide that it cannot be canceled without at least thirty (30) days prior written notice to the Landlord.

17. Accidents - Indemnity. The Tenant shall bear the risk of damage or destruction of all personal property on the Premises. The Landlord shall not be liable for any

damage to persons or property on the Premises sustained by the Tenant or others, whether caused by defects now on the Premises or due to conditions hereafter arising in any building or other improvement or appurtenance thereon, including but not limited to lack of repair, fire, bursting or leaking water, gas, sewer or steam pipes, or the acts or omissions of the Tenant, any subtenant, purchaser or other occupant of the Premises or any invitee on the Premises, or the happening of any accident from any cause in or about any improvement on the Premises.

18. Fire Insurance. At its sole expense, at all times after commencement of construction on the Premises, the Tenant shall carry fire and extended coverage hazard insurance (including vandalism and malicious mischief protection) on all buildings commenced on the Premises, the policy or policies of which shall be primary and not seek contribution from the Landlord and further shall name the Landlord as an additional insured to the extent of the Landlord's interest in such buildings. A true copy of all such policies shall be furnished to the Landlord. Every such policy shall provide that it cannot be canceled without at least thirty (30) days prior written notice to the Landlord, no such policy shall contain a deductible clause greater than \$1,000 per claim. In the event of loss, the Tenant shall pay such deductible amount.

19. Casualty Loss – Application of Proceeds. In the event of any casualty loss to any improvement covered by insurance, the proceeds of such insurance shall be used to repair or replace such improvement and return the Premises to its original condition. The proceeds shall be first applied to the cost of clean-up, to the extent required by the Landlord. Upon the sublease or sale of any part of the Premises, the Tenant shall require the subtenant or purchaser to obtain hazard insurance at the subtenant's or purchaser's sole expense containing the same provisions as those set forth in paragraph 16, above, and including the Landlord and the Tenant as additional named insured, as their interests may appear.

20. Condemnation. The Landlord may condemn the Premises if it desires to use the Premises for other airport purposes. If it does so, it shall compensate the Tenant for the value of the remaining original Lease term, if the condemnation occurs during that term, and for the value of the remaining then-current Lease term extension, if the condemnation occurs during a Lease term extension. Landlord shall compensate the Tenant for the remaining life of all improvements the Tenant has constructed on the Premises based on a 30-year life for each such improvement. If the Landlord and Tenant disagree as to the value of the remaining life of the Lease or an extension thereof or any improvement Tenant has constructed on the Premises, each shall retain an appraiser to value those items. If those appraisers are unable to agree on such valuations, they shall appoint a third appraiser, and that appraiser's valuations shall be conclusive and binding on both parties.

21. Tenant's Right of Cancellation. In addition to any other remedies available to the Tenant, this Lease shall be subject to cancellation by the Tenant if any one or more of the following events occur:

a. Abandonment: If the Airport is permanently abandoned as an operating airport by the Landlord, the Tenant shall be entitled to cancel this Lease, remove all improvements it constructed on the Premises and have returned to it all prepaid rents.

b. Supervening Event: If any act of God prevents the Tenant from using the Premises for the purpose provided in paragraph 2 above, for six consecutive months, it may cancel this Lease. However, neither party shall have any liability to the other for the results of any such act.

c. Landlord's Breach of Lease: Tenant may cancel this Lease if the Landlord breaches any of its obligations under this Lease and fails to remedy such breach within sixty (60) calendar days after the Tenant's delivery of written notice of the breach to the Landlord.

22. Removal of Improvements. Upon termination of this Lease, at its sole cost, the Tenant shall remove any improvements made to the Premises, except for any pavement, asphalt, or concrete that may exist on the Premises at the time of termination. Removal shall be coordinated with Landlord so as to not leave any unwanted debris and or improperly terminated utilities. Alternatively, and at Landlord's sole option and upon written notice from Landlord to Tenant exercising said option, Tenant shall convey the improvements to Landlord at no cost. Any improvements not removed by Tenant upon termination of this Lease, and not conveyed to Landlord as set forth in this section, shall be deemed abandoned and may be disposed of by Landlord at Tenant's sole cost.

23. Notices. All notices and consents required or permitted hereunder shall be deemed delivered when personally delivered, or when delivered by courier or facsimile or other electronic means, or three business days after being deposited in the United States mail, sealed and postage prepaid, certified and return receipt requested, addressed, as appropriate, to:

LANDLORD

Director
Colorado Air and Space Port
5200 Front Range Parkway
Watkins, Colorado 80137

With a Copy To:

Adams County Attorney's Office
4430 South Adams County Parkway, C5000B
Brighton, CO 80601

Adams County Facilities & Fleet Management
Attn: Project Manager – Land & Assets
4430 South Adams County Parkway, C1700

Brighton, CO 80601

or to such other addresses as the parties may designate to each other in writing.

TENANT

See Exhibit A – Notices to Tenant.

24. Governmental Fees. All fees due under applicable law to any city, county or state on account of any inspection made of the Premises shall be paid by the Tenant.

25. Signs. Any sign or symbol placed anywhere on the Premises shall first be approved by the Landlord. Any sign or symbol not so approved shall be immediately removed upon notice by the Landlord at the Tenant's sole expense. The Tenant's failure to promptly remove such sign or symbol shall entitle the Landlord to remove it at the Tenant's sole expense. Any sign or symbol approved by the Landlord for display on the Premises shall be removed at Tenant's expense at the termination of the Lease. In addition to being authorized by the Landlord, all signs displayed on the Premises shall conform to all applicable laws and regulations, and the Tenant shall pay all fees associated therewith. Tenant will mount a sign on each end of the hangar containing the hangar number, street address and language similar to a "no parking" sign.

26. Mailboxes. Mailboxes as approved by the United States Postal Service shall be installed at Tenant's expense. The location of mailboxes shall be approved in writing by the Landlord prior to placement on airport property.

27. Default and Re-Entry. Unless resulting from events described in paragraphs 18 or 19, above, the Tenant's violation of any of its obligations hereunder other than failure to pay rent shall entitle the Landlord to terminate this Lease upon thirty (30) days prior written notice. If the default or violation is cured within the said thirty (30)-day period, or if the violation is not capable of complete cure within the said period but cure is commenced within the period, the Landlord shall have no right of termination. However, if the default or violation is not cured, or cure of the violation is not begun, within the thirty (30)-day period, the Lease shall be deemed terminated at the end of that period without further action by the Landlord. Upon termination the Tenant shall be entitled to recover any prepaid rent and other fees, and the Landlord shall be entitled to possession of the Premises. In the event Tenant fails to pay rent within ten days of the due date, Landlord may terminate this Lease immediately. If the Tenant fails to vacate the Premises, the Landlord shall have the right to evict the Tenant pursuant to Colorado law, including obtaining Landlord's attorney fees and costs.

28. Non-waiver of Breach. The failure of either party to insist on strict compliance with any term or condition of this Lease shall not be deemed a waiver or relinquishment of the right to require strict compliance with such term or condition, or any other term or condition of this Lease in the future.

29. Holding Over. If the Tenant holds over after the end of the original term of this Lease or any extended term hereof, the Tenant shall pay the Landlord rent in an amount equal to 150 % of the Lease rate then in effect. Such holding over shall not constitute renewal of this Lease but shall be a month-to-month tenancy only, with all other terms and conditions of this Lease applicable.

30. Landlord's Warranties. The Landlord warrants that it is the owner of the Premises and, to the extent of Landlord's actual knowledge, the Premises is not contaminated by hazardous substances.

31. Hazardous Substances. The Tenant shall not permit hazardous substances upon the Premises except those that are normally associated with aeronautical-like purposes. Tenant shall transport, use, store and dispose of fuel petroleum products, and all other materials, including but not limited to hazardous materials, owned or used by it on the Airport in accordance with all applicable federal, state, local and Airport statutes, regulations, laws, rules and ordinances. No waste or disposable materials shall be released on the ground or in the storm sewer. Should such materials be spilled or escape from storage or in any way contaminate the Airport or property adjacent to the Airport through activities of the Tenant, the Tenant shall be responsible for the cleanup, containment and otherwise abatement of such contamination at Tenant's sole cost and expense. Further, Tenant shall notify the Landlord and appropriate governmental agency of such occurrence immediately. Should the Tenant fail to do so the Landlord may take any reasonable and appropriate action in the Tenant's stead. The Tenant shall pay the cost of such remedial action by the Landlord.

32. Motor Vehicle Parking. Motor vehicles shall be parked only within designated parking areas.

33. Aircraft Parking. Aircraft shall not be parked on taxiways, aprons or other pavement on the Premises in a manner that unduly obstructs access to adjacent hangars. Only airworthy aircraft shall be parked on the Premises outside the hangar.

34. Jurisdiction and Venue. The parties acknowledge that this Lease is entered into in the State of Colorado, and they agree that the courts of Adams County, Colorado, shall have jurisdiction and be the sole venue to resolve all disputes between the parties arising from this Lease or concerning the Premises.

35. Indemnification. The Tenant shall bear the entire loss or damage to all improvements to the Premises, whether by windstorm, fire, earthquake, snow, water run-off or any other cause whatsoever. The Tenant hereby indemnifies the Landlord against and holds it harmless from all demands, claims, costs, causes of action and judgments, as well as from all costs of investigating and defending the same, arising from or growing out of the acts or omissions of the Tenant, its contractors, agents, members, stockholders, employees, invitees, servants, subtenants, successors or assigns in connection with their occupancy of any portion of Colorado Air and Space Port, including the Premises.

36. Right of First Refusal to Purchase Buildings and Structures Prior to the End of the Lease Term. Tenant shall not sell the buildings or structures on the Premises unless it receives a written offer specifying the price and detailing the terms of any such sale, including any owner financing. In the event Tenant receives a written offer to sell the building and/or structures on the Premises from a third party, which Tenant wishes to accept, prior to the end of the Lease term, Tenant shall give notice to Landlord, and such notice shall include a copy of the third party's written offer. Landlord shall have thirty days after receipt of such notice to match the third party's written offer by advising Tenant in writing that Landlord will do so. If Landlord does match such offer, Landlord and Tenant shall close such transaction on the terms of the third party's offer. If Landlord does not match the third party's written offer, Tenant may sell to the third party identified in the written offer, on the terms of such written offer, subject to all other requirements of this Lease. If, however, the sale to the identified third party does not close on the exact terms identified in the written offer, Tenant shall be obligated to re-offer said buildings and/or structures to Landlord on the changed terms. The failure of Landlord to exercise its right of first refusal on one written offer shall not be deemed a waiver as to future offers if the written offer tendered to Landlord is not fully consummated by the third party identified in the written offer.

37. Legal Description. At the completion of any building or structure, Tenant is responsible for providing Landlord with a legal description of the site and structures, including the location of utilities. If the legal description is greater than 5% or less than 5% of the square footage of the building or structure, the legal description shall be used to compute land lease fees effective with the effective date of this Lease.

(Signatures on following page.)

The forgoing Lease is entered into on the date signed by the Landlord.

TENANT:

Carlos Walter Jazun

By: Carlos Walter Jazun

Its: Owner

Date: December 3, 2019

LANDLORD
ADAMS COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____
Chair

By: _____
County Attorney's Office

Date: _____

Exhibit A

Tenant – Carlos Walter Jazun located at 5811 Cantrell Court, Parker, CO 80134 (“Tenant”)

Section 1 - Lease and Description: 37835 50th Avenue, Watkins, CO 80137 (“Premises”)

Section 3 - Hangar Construction as shown on Exhibit “B”:

1 Hangar – fifty-five (55) foot by sixty (60) foot.

1 East Apron – ninety-five (95) foot by forty-four and ½ (44.5) foot.

1 West Apron – ninety-five (95) foot by forty-four and ½ (44.5) foot

NOTE: Aircraft aprons will be capable of supporting Group I aircraft weights of 12,500 pounds.

Section 5 - Term: Initial Term shall be twenty-two (22) years commencing upon the fully executed date of this contract and expiring at midnight 22 years later (two (2), five (5) year extensions are allowed per the contract).

Section 6 - Rent:

Rent is due and payable on January 1st of each year. The initial rent payment shall be submitted with the signed lease and will be prorated for the remainder of the current year. The Annual rent rate shall be Two Thousand Seven Hundred and fifty-four (\$2,754.00) dollars, computed at the annual rate of thirty-six cents (\$0.36) per square foot, times the building footprint of sixty (60) feet by fifty-five (55) feet plus fifteen (15) feet on all four sides or 7,650 square feet as shown on Exhibit “B”.

The total square footage for which Tenant is responsible for purposes of maintenance and repairs as per paragraph 9 of this Lease and otherwise, is one hundred forty-four (144) feet by ninety (90) feet, or 13,680 square feet.

Section 23 – Notices to Tenant:

Carlos Walter Jazun
5811 Cantrell Court
Parker, Colorado 80134

EXHIBIT “B” Premises – Site Plan

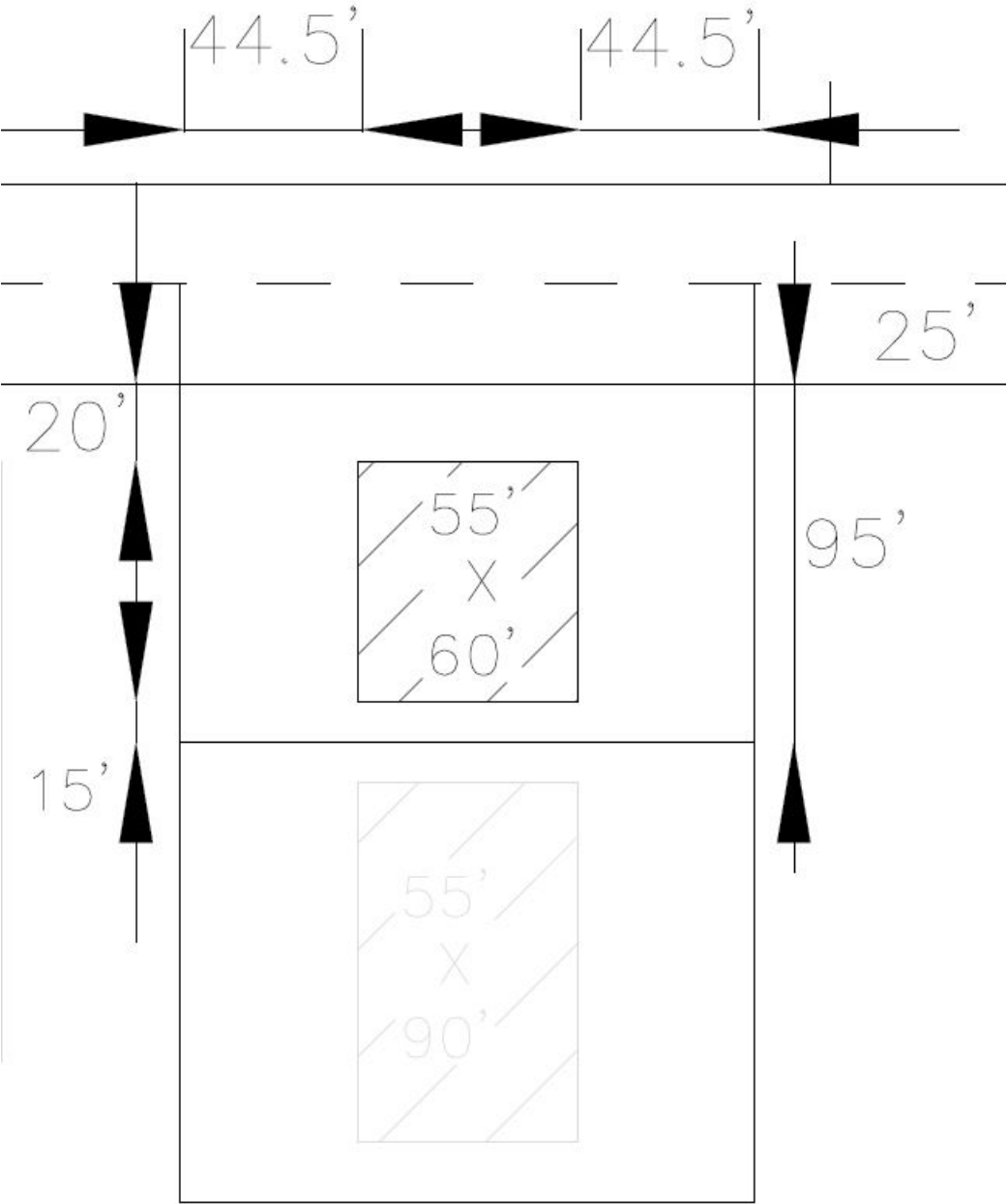


EXHIBIT “C”

Page 1 of 2

INSURANCE

The Tenant will be required to procure and maintain, at its own expense and without cost to the Landlord, the kinds and minimum amounts of insurance as follows:

I. Comprehensive General Liability

In the amount of not less than two million dollars combined single limit.
Coverage to include:

- A. Premises
- B. Products/Completed Operations
- C. Broad Form Comprehensive, General Liability
- D. Colorado Air and Space Port and Adams County as Additional Insured

II. Comprehensive Automobile Liability

In the amount of not less than \$500,000 combined single limit for bodily injury and property damage.

III. Employers Liability, Worker’s Compensation and Unemployment Insurance

The Tenant shall secure and maintain employer’s liability, Workman’s Compensation Insurance and Unemployment Insurance that will protect it against any and all claims resulting from injuries to and death of workmen engaged in work under this contract.

Certificate of Insurance

The Tenant shall not commence work under this contract until it has submitted to the landlord, and received approval thereof, certificates of insurance showing that it has complied with the foregoing insurance.

All referenced insurance policies and/or certificates of insurance shall be issued to include that the tenant’s policy is primary and will not seek contributions from the Landlord and that the Colorado Air and Space Port is listed as “additional insured”. The name of the Lease, address and expiration date must appear on the certificate of insurance.

- 1. Underwriters shall have no right of recovery or subrogation against the Colorado Air and Space Port; it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
- 2. The clause entitled “Other Insurance Provisions” contained in any policy including Colorado Air and Space Port as an additional named insured shall not apply to Colorado Air and Space Port.

EXHIBIT “C”
Page 2 of 2

3. The insurance companies issuing the policy or policies shall have no recourse against Colorado Air and Space Port for payment of any premiums due or for any assessments under any form or any policy.
4. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Tenant.

If any of the said policies shall be or at any time become unsatisfactory to the Landlord as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the Landlord, the Tenant shall promptly obtain a new policy, submit the same to the Landlord for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Tenant to furnish, deliver and maintain such insurance as provided herein, this contract, at the election of the Landlord, may be immediately declared suspended, discontinued or terminated after 60 days written notice to the Tenant. Failure of the Tenant in obtaining and/or maintaining any required insurance shall not relieve the Tenant from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Tenant concerning indemnification.

UNIMPROVED LAND LEASE

This lease is made effective this 1st day of July 2001 by and between the Front Range Airport Authority, a political subdivision of the State of Colorado, located at 5200 Front Range Parkway, Watkins, Colorado 80137, ("Landlord") and Carl R. Johnson, located at 1294 S. Bannock Street, Denver, Colorado 80223, ("Tenant").

For and in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. Lease and Description. Upon the terms and conditions hereinafter set forth, the Landlord hereby leases to the Tenant, and the Tenant hereby leases from the Landlord, those certain premises situated at the Front Range Airport, Adams County, Colorado, known as 37835 50th Avenue, Watkins, Colorado 80137 ("Premises"), the configuration and legal description of which are set forth on the Site Plan attached hereto as Exhibit "A" and incorporated herein by this reference. The Tenant shall have the non-exclusive use of taxiways, runways and other areas of the Airport, which are not within the exclusive use of other tenants and the Landlord.

2. Business Purpose. The Premises shall be used for the construction and operation of aircraft hangar buildings and facilities under the terms and conditions of this Lease which shall not be construed as creating or vesting in the Tenant or any subtenant or assignee a fee interest in the Premises.

The aircraft hangar buildings constructed on the Premises and the leasehold interest created hereby are to be used for aeronautical-related purposes, including but not limited to parking, storing and maintaining aircraft and other activities associated with aircraft ownership. Aircraft will not have a wing span in excess of forty-nine (49) feet, nor weigh more than 12,500 pounds. The tenancy created hereby is subject to the terms of this Lease, the Minimum Standards of Front Range Airport, all applicable federal, state and local laws and ordinances. The Minimum Standards shall be provided by the Landlord to the Tenant in writing upon the approval of this Lease and thereafter from time to time as they are amended.

3. Term. The initial term of this Lease is twenty-five years, commencing 12:01 a.m., July 1, 2001, and ending at midnight on June 30, 2026. So long as the Tenant is in full compliance with the terms of the Lease and the Minimum Standards of Front Range Airport, and the Landlord has determined that the building is in good repair, the Landlord shall extend the term of this Lease for a five (5) year period effective July 1, 2026. Thereafter, additional five (5) year renewal terms may be offered so long as the requirements of this paragraph have been met. The Tenant may terminate this Lease without penalty at the end of the original or any extended lease term by giving the

Landlord written notice of its intent to terminate at least ninety (90) days prior to the end of the applicable lease term.

4. Rent. The rent for said leasehold space for 2001, the first year of this lease commencing upon execution hereof, shall be One Thousand Three Hundred Seventy-seven and no/100 Dollars (\$1,377.00), computed at the pro-rated, annual rate of eighteen cents (\$0.18) per square foot, times the site's maximum building footprint of fifty-five (55) feet by one hundred fifty (150) feet plus fifteen (15) feet on all four sides or 15,300 square feet as shown on Exhibit "A". The total square footage for which Tenant is responsible for purposes of maintenance and repairs as per paragraph 10 of this Lease and otherwise, is one hundred forty-four (144) feet by one hundred eighty five (185) feet, or 26,640 square feet. Rent payment shall be made at 5200 Front Range Parkway, Watkins, Colorado 80137, or at such other address as the Landlord notifies the Tenant in writing during the original or any extended term of the Lease. The Tenant shall also pay for any calendar year or fraction thereof for which rent is due but not paid within ten (10) calendar days of the due date a late charge equal to five percent (5%) of the rent due and any accrued late charges.

a. Future Rental Periods. Commencing on January 1, 2002, the annual rent shall be \$2,754.00, computed at the annual rate of eighteen cents (\$0.18) per square foot, with the leasehold space consisting of 15,300 square feet. Commencing January 1, 2007, and every five years thereafter, the annual rental sum shall be adjusted based upon the prevailing land rental rate for the Front Range Airport and shall be calculated using 15,300 square feet as shown on Exhibit "A", footprint of the leasehold space.

5. Assignment of Lease. The Tenant may sublease or sell hangar space for the purpose described in paragraph 2, above, for a term and under such terms and conditions as the Tenant may determine in its sole discretion, provided: (1) the Tenant receives the Landlord's approval of the rental or sale, which shall not be unreasonably withheld; (2) the Tenant provides the Landlord and maintains a current list of the names, addresses and telephone numbers of subtenants or purchasers and their aircraft registration numbers; and (3) subtenants or purchasers agree in writing to abide by all the terms and conditions of this Lease.

6. Buildings Constructed on Premises. All improvements constructed on the Premises are subject to the following terms and conditions:

a. All improvements shall be built in strict accordance with design plans and specifications, including floor plans and elevations showing the dimensions, appearance, interior characteristics and color of the finished building. Said plans and specifications shall be filed with and approved by the Landlord before construction commences as outlined in the Development Policy attached hereto as Exhibit "C." Plans for construction on the Premises shall be presented to Landlord within thirty (30) days of execution of this Lease. Landlord's approval or disapproval of Tenant's plans shall be

provided to Tenant within thirty (30) days after submission of those plans to Landlord by Tenant. Any disapproval shall state specifically the reasons for the disapproval. Tenant shall have the right to re-submit plans after any disapproval by Landlord. In the event of any disapproval by Landlord, both Landlord and Tenant shall have the right to terminate this Lease by providing written notice of termination to the other party within sixty (60) days of the date of Landlord's disapproval, in which case neither party shall have any further obligations to the other, provided, however, Tenant shall be entitled to a prorata refund of prepaid annual rent paid to Landlord.

b. Subject to the conditions of this paragraph 6, the Tenant shall construct a hangar building fifty-five (55) feet by sixty (60) feet and a forty-four and one half (44.5) foot by ninety-five (95) foot west apron capable of bearing single aircraft weights of 12,500 pounds and a forty-four and one half (44.5) foot by ninety-five (95) foot east apron that will be used for designated vehicle parking. The building must be located as shown on Exhibit "A" hereto, and such building must be approved by the Adams County Building Department after the approval of the plans by the Landlord. Tenant's contractor and subcontractor shall only use the "Construction Route" as depicted on Exhibit "A" to get materials and equipment to and from the project site, and shall only use the "Staging Area" as depicted on Exhibit "A" for the storage of materials and equipment necessary for this project. The building may be used only for the purposes set forth in paragraph 2, above, and it shall be warranted by the Tenant against defects in workmanship or materials for a period of two years after completion. The Tenant hereby indemnifies the Landlord against any costs of warranty work. The Tenant's warranty may not be assigned, transferred or delegated to anyone without the Landlord's prior written consent.

c. Tenant shall construct a twenty-five (25) foot wide by one hundred one hundred forty-four (144) foot taxiway on the north end of the hangar as shown on Exhibit "A" capable of bearing a single aircraft weight of 12,500 pounds. Specifications for construction of the taxiway shall be furnished by the Landlord. The taxiway shall be completed on or before the completion of the hangar on Site 19. Tenant shall construct the taxiway as shown on Exhibit "A" prior to the issuance of a Certificate of Occupancy.

d. Unless construction of the improvements is commenced within sixty (60) days after approval of the improvement plans by the Landlord, this Lease shall become null and void, unless the Landlord agrees in writing to a longer period in which to commence construction. If the Lease becomes null and void pursuant to this section, the Tenant shall be entitled to return of all advance rents and other fees paid to the Landlord. The Tenant shall complete construction and obtain a Certificate of Occupancy for the improvements within 180 days after the commencement of construction, however, the Landlord shall allow an additional 120 days for the Tenant to obtain such Certificate if construction improvements have been delayed because of any reason out of its control, including, but not limited to, labor or material shortages, weather, or acts of God. If the Tenant fails to obtain such Certificate within the additional time just described, the

Tenant shall pay the Landlord within thirty (30) calendar days of receipt of invoice sufficient money for the Landlord or its designee to obtain the Certificate. All permits and approvals required for construction of the said improvements and/or use of the Premises shall be obtained by the Tenant in a timely fashion at Tenant's sole expense.

Tenant understands that Adams County Building Department will not issue a Certificate of Occupancy until drainage final grades and landscaping requirements of the Landlord are met.

7. Utilities. Tenant is responsible for bringing utilities from the present point of termination to the perimeter of the Premises. Tenant is responsible for installing a water meter. Tenant is responsible for installing fire hydrants as required by the local fire department. The Tenant must provide all improvements within the perimeter of the Premises including, but not limited to, paving, landscaping, buildings, parking, lighting, septic/sewer, gas, telephone and other facilities or utilities. All utilities shall be underground. After installation, pavement shall be repaired according to Airport standards or at Landlord's request. Tenant hereby covenants and agrees to pay water and sewer tap fees as stated in the Minimum Standards and all monthly or other regular charges for heat, light, and water, and for all other public utilities which shall be used in or charged against the Premises during the full terms of this Lease. Landlord agrees to cooperate in the acquisition of temporary hook ups.

8. Taxes. The Tenant shall pay all property and other taxes that are assessed against the Premises.

9. Occupancy. The Premises shall not be occupied or used for any purpose until a Certificate of Occupancy is issued for any building constructed thereon.

10. Repair and Maintenance.

a. At its sole expense, the Tenant shall keep the Premises and all improvements thereon in good repair and in a safe, sanitary, orderly and usable condition, which shall include paved and unpaved areas. The Premises shall at all times be maintained in accordance with any applicable Building Code, Zoning Regulation, or Ordinance of Adams County.

b. During construction, Tenant shall, at its expense, be responsible for the immediate clean up and control of any dirt and/or mud that is tracked or blown upon the adjacent pavement areas or the construction site or related to the construction.

c. Good Condition: Tenant shall keep Premises in good order and working condition and will do all necessary and appropriate maintenance and repair work at its

sole expense. If Tenant fails to maintain the Premises, Landlord may perform such maintenance and invoice Tenant for all costs incurred. Prior to commencing work, Landlord will provide Tenant with thirty (30) days written notice and right to cure, and the applicable provisions of paragraph 27 below shall apply.

d. Waste: The Tenant shall place and regularly empty suitable trash containers on the Premises. It shall not permit rubbish, debris, waste material, anything noxious or detrimental to safety or health, anything likely to create objectionable odors or a fire hazard or anything subject to deterioration to accumulate on the Premises or to be improperly disposed of. The Tenant shall not allow any waste, liquids or other materials that could cause malfunction of the Landlord's sewage plant or impede the normal chemical or biological workings of the plant to become part of the plant's influence.

e. Care of Petroleum Products and Other Material by Tenant: Tenant shall handle, use, store and dispose of fuel petroleum products, and all other materials (including but not limited to hazardous materials) owned or used by it on the Airport in accordance with all applicable federal, state, local and Airport statutes, regulations, rules and ordinances. No waste or disposable materials shall be released on the ground or in the storm sewer. Should such materials be spilled or escape from storage or in any way contaminate the Airport or property adjacent to the Airport through activities of the Tenant, the Tenant shall be responsible for the clean up, containment and otherwise abatement of such contamination at Tenant's sole cost and expense. Further, Tenant shall notify the Landlord and appropriate governmental agency of such occurrence immediately. Should the Tenant fail to do so, the Landlord may take any reasonable and appropriate action in the Tenant's stead. The cost of such remedial action by the Landlord shall be paid by the Tenant.

f. Snow: At its sole expense, the Tenant shall remove snow and ice from all paved areas of the Premises.

g. Pavement: At its sole expense, the Tenant shall repair and maintain all paved areas of the Premises and their subsurfaces in a safe and structurally sound condition.

11. Use. The Tenant shall conduct on the Premises only the business for which it is leased and shall not use the Premises for any illegal purpose.

12. Liens and Insolvency. The Tenant shall keep the Premises free from any liens arising from work performed thereon or materials furnished thereto. If the Tenant becomes insolvent or voluntarily or involuntarily bankrupt, or if a receiver, trustee or other liquidator is appointed for the Tenant, the Landlord may cancel this Lease by appropriate legal means.

13. Rent After Default. If any or all of the Premises is sublet, sold or otherwise occupied by anyone other than the Tenant, after any default in the payment of rent by the Tenant, the Landlord may collect rent or other periodic payments from subtenants, purchasers or other occupants, but such collection and/or the Landlord's agreement to a third person's use or occupancy of the Premises shall not be deemed a waiver of any term or condition of this Lease.

14. Access. The Tenant shall allow the Landlord and/or its agents access to the Premises during business hours upon 24 hours' notice for the purpose of inspection. In case of emergency the Landlord may have access at any time. Nothing herein shall be construed to limit the authority of Adams County building inspectors under existing law.

15. Liability Insurance. The Tenant shall maintain liability insurance by a company or companies acceptable to the Landlord insuring the Tenant against claims based on personal injury or death and damage or destruction of property that arise from the intentional or negligent acts of the Tenant, its agents, employees or servants or by means of any form of transportation, including owned, non-owned and hired automobiles, to the extent required by Exhibit "B" attached hereto and incorporated herein by this reference. The Landlord shall be included on all such policies as a named insured, and a true copy of those policies shall be furnished to the Landlord. Every such policy shall provide that it cannot be canceled without at least thirty (30) days prior written notice to the Landlord.

16. Accidents - Indemnity. The Tenant shall bear the risk of damage or destruction of all personal property on the Premises. The Landlord shall not be liable for any damage to persons or property on the Premises sustained by the Tenant or others, whether caused by defects now on the Premises or due to conditions hereafter arising in any building or other improvement or appurtenance thereon, including but not limited to lack of repair, fire, bursting or leaking water, gas, sewer or steam pipes, or the acts or omissions of the Tenant, any subtenant, purchaser or other occupant of the Premises or any invitee on the Premises, or the happening of any accident from any cause in or about any improvement on the Premises.

17. Fire Insurance. At its sole expense, at all times after commencement of construction on the Premises, the Tenant shall carry fire and extended coverage hazard insurance (including vandalism and malicious mischief protection) on all buildings commenced on the Premises, the policy or policies of which shall name the Landlord as an additional insured to the extent of the Landlord's interest in such buildings. A true copy of all such policies shall be furnished to the Landlord. Every such policy shall provide that it cannot be canceled without at least thirty (30) days prior written notice to the Landlord, no such policy shall contain a deductible clause greater than \$1,000 per claim. In the event of loss, the Tenant shall pay such deductible amount.

18. Casualty Loss – Application of Proceeds. In the event of any casualty loss to any improvement covered by insurance, the proceeds of such insurance shall be used to repair or replace such improvement and return the Premises to its original condition. The proceeds shall be first applied to the cost of clean up, to the extent required by the Landlord. Upon the sublease or sale of any part of the Premises, the Tenant shall require the subtenant or purchaser to obtain hazard insurance at the subtenant's or purchaser's sole expense containing the same provisions as those set forth in paragraph 17, above, and including the Landlord and the Tenant as additional named insured, as their interests may appear.

19. Condemnation. The Landlord may condemn the Premises if it desires to use the Premises for other airport purposes. If it does so, it shall compensate the Tenant for the value of the remaining original lease term, if the condemnation occurs during that term, and for the value of the remaining then-current lease term extension, if the condemnation occurs during a lease term extension. Landlord shall compensate the Tenant for the remaining life of all improvements the Tenant has constructed on the Premises based on a 30-year life for each such improvement. If the Landlord and Tenant disagree as to the value of the remaining life of the Lease or an extension thereof or any improvement Tenant has constructed on the Premises, each shall retain an appraiser to value those items. If those appraisers are unable to agree on such valuations, they shall appoint a third appraiser, and that appraiser's valuations shall be conclusive and binding on both parties. If the Tenant has already given written notice of lease termination as provided in paragraph 3 above, at the time it receives the Landlord's notice of condemnation, the Premises shall be surrendered to the Landlord at the end of the then-current lease term without regard to the provisions of this paragraph.

20. Tenant's Right of Cancellation. In addition to any other remedies available to the Tenant, this Lease shall be subject to cancellation by the Tenant if any one or more of the following events occur:

a. Abandonment: If the Airport is permanently abandoned as an operating airport by the Landlord, the Tenant shall be entitled to cancel this Lease, remove all improvements it constructed on the Premises and have returned to it all prepaid rents.

b. Supervening Event: If any act of God prevents the Tenant from using the Premises for the purpose provided in paragraph 2 above, for six consecutive months, it may cancel this Lease. However, neither party shall have any liability to the other for the results of any such act.

c. Landlord's Breach of Lease: Tenant may cancel this Lease if the Landlord breaches any of its obligations under this Lease and fails to remedy such breach within sixty (60) calendar days after the Tenant's delivery of written notice of the breach to the Landlord.

21. Removal of Improvements. Upon termination of this Lease, at its sole cost, the Tenant shall remove any improvements (except pavement) it has made to the Premises, and it shall return the Premises to the Landlord in the same condition as it existed at the inception of this Lease (except for any pavement that may exist on the Premises at the time of termination).

22. Notices. All notices and consents required or permitted hereunder shall be deemed delivered when personally delivered, or when delivered by courier or facsimile or other electronic means, or three business days after being deposited in the United States mail, sealed and postage prepaid, certified and return receipt requested, addressed, as appropriate, to:

LANDLORD

Director of Aviation
Front Range Airport
5200 Front Range Parkway
Watkins, Colorado 80137

TENANT

Carl R. Johnson
1294 S. Bannock Street
Denver, Colorado 80223

or to such other addresses as the parties may designate to each other in writing.

23. Governmental Fees. All fees due under applicable law to any city, county or state on account of any inspection made of the Premises shall be paid by the Tenant.

24. Signs. Any sign or symbol placed anywhere on the Premises shall first be approved by the Landlord. Any sign or symbol not so approved shall be immediately removed upon notice by the Landlord at the Tenant's sole expense. The Tenant's failure to promptly remove such sign or symbol shall entitle the Landlord to remove it at the Tenant's sole expense. Any sign or symbol approved by the Landlord for display on the Premises shall be removed at Tenant's expense at the termination of the Lease. In addition to being authorized by the Landlord, all signs displayed on the Premises shall conform to all applicable laws and regulations, and the Tenant shall pay all fees associated therewith. Tenant will mount a sign on each end of the hangar containing the hangar number, street address and language similar to a "no parking" sign.

25. Mailboxes. Mailboxes as approved by the United States Postal Service shall be installed at Tenant's expense. The location of mailboxes shall be approved in writing by the Landlord prior to placement on airport property.

26. Default and Re-Entry. Unless resulting from events described in paragraphs 18 or 19, above, the Tenant's failure to pay rent when due or its violation of any other of its obligations hereunder shall entitle the Landlord to terminate this Lease upon thirty (30) days prior written notice. If the default or violation is cured within the said thirty (30)-day period, or if the violation is not capable of complete cure within the said period but cure is commenced within the period, the Landlord shall have no right of termination. However, if the default or violation is not cured, or cure of the violation is not begun, within the thirty (30)-day period, the Lease shall be deemed terminated at the end of that period without further action by the Landlord. Upon termination the Tenant shall be entitled to recover any prepaid rent and other fees, and the Landlord shall be entitled to possession of the Premises. If the Tenant fails to vacate the Premises, the Landlord shall have the right to evict the Tenant pursuant to Colorado law.

27. Nonwaiver of Breach. The failure of either party to insist on strict compliance with any term or condition of this Lease shall not be deemed a waiver or relinquishment of the right to require strict compliance with such term or condition, or any other term or condition of this Lease in the future.

28. Holding Over. If the Tenant holds over after the end of the original term of this Lease or any extended term hereof, the Tenant shall pay the Landlord rent in an amount equal to 150 % of the Lease rate then in effect. Such holding over shall not constitute renewal of this Lease but shall be a month-to-month tenancy only, with all other terms and conditions of this Lease applicable.

29. Landlord's Warranties. The Landlord warrants that it is the owner of the Premises free and clear of all liens and encumbrances, that it has the authority to enter into this Lease and that the Premises is free from contamination by hazardous substances.

30. Hazardous Substances. The Tenant shall not permit hazardous substances upon the Premises except those that are normally associated with aeronautical-like purposes.

31. Motor Vehicle Parking. Motor vehicles shall be parked only within designated parking areas.

32. Aircraft Parking. Aircraft shall not be parked on taxiways, aprons or other pavement on the Premises in a manner that unduly obstructs access to adjacent hangars. Only airworthy aircraft shall be parked on the Premises outside the hangar(s).

33. Jurisdiction and Venue. The parties acknowledge that this Lease is entered into in the State of Colorado, and they agree that the courts of Adams County, Colorado, shall have jurisdiction and be the sole venue to resolve all disputes between the parties arising from this Lease or concerning the Premises.

34. Site Plan. The development plan drawings shall conform to and be in compliance with the requirements set forth in Chapter VI, Article B, Step 2 (Concept Plan), and Step 3 (Development Plan Drawings) of the Development Policy and Application Procedure for Aeronautical and Non-aeronautical Land Use at Front Range Airport, as adopted October 20 1999, attached hereto as Exhibit "C."

35. Indemnification. The Tenant shall bear the entire loss or damage to all improvements to the Premises, whether by windstorm, fire, earthquake, snow, water run-off or any other cause whatsoever. The Tenant hereby indemnifies the Landlord against and holds it harmless from all demands, claims, costs, causes of action and judgments, as well as from all costs of investigating and defending the same, arising from or growing out of the acts or omissions of the Tenant, its contractors, agents, members, stockholders, employees, invitees, servants, subtenants, successors or assigns in connection with their occupancy of any portion of Front Range Airport, including the Premises.

36. Completion of Improvements. Tenant agrees to complete the improvements in compliance with all terms of this Lease. Should Tenant fail to complete construction of the building pursuant to the terms of this Lease, Tenant agrees to pay Landlord the sum of monies as shall be necessary for Landlord, or its designee, to satisfactorily complete the improvements. Such monies shall be paid to Landlord within thirty (30) days of receipt of invoice.

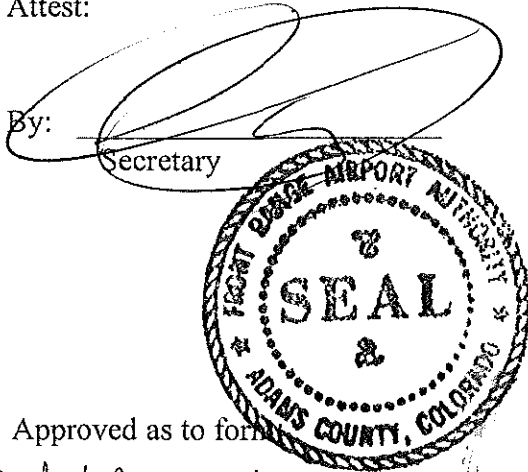
37. As-Built Plan. Upon the issuance of a Certificate of Occupancy for the Premises, the Tenant shall provide to the Landlord a plot plan of the Premises and all improvements thereon as they were actually built, including the location of all utilities.

38. Notice of Proposed Construction. Tenant shall file FAA Form 7460-1 with the Federal Aviation Administration at least 30 days prior to the date of proposed construction.

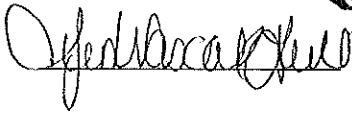
IN WITNESS WHEREOF the parties have executed this Lease this 20th day of June 2001.

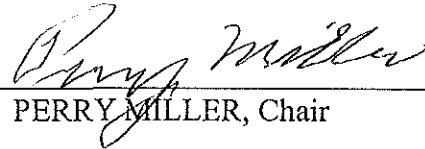
LANDLORD
FRONT RANGE AIRPORT AUTHORITY

Attest:



Approved as to form

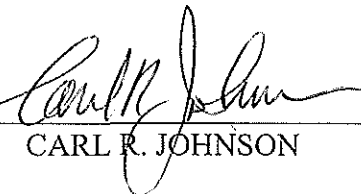


By: 
PERRY MILLER, Chair

BOARD OF COMMISSIONERS
OF ADAMS COUNTY

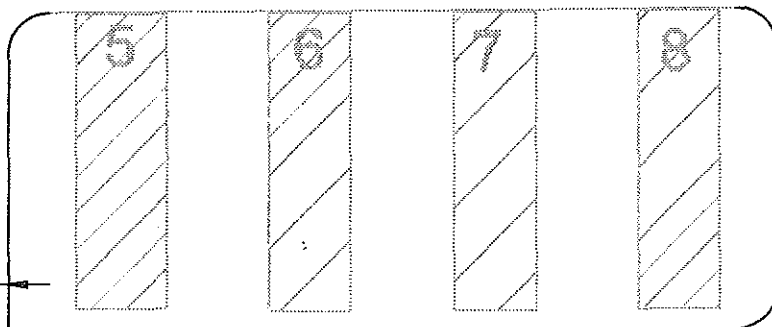
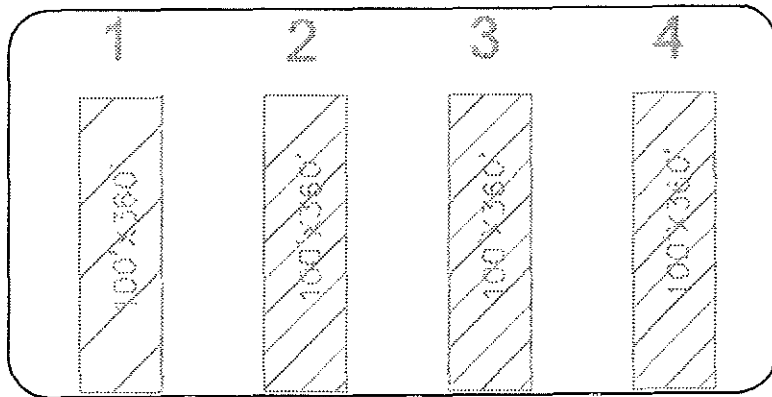
By:  7/11/01
MARTIN J. FLAUM, Chair

TENANT

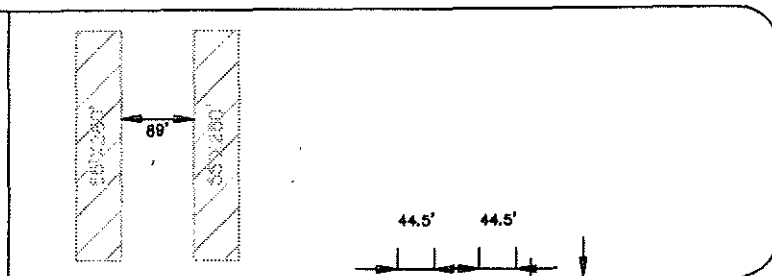
By: 
CARL R. JOHNSON

MODULE 3

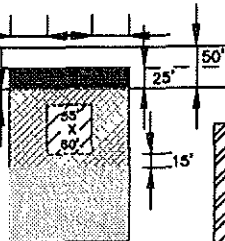
EXHIBIT "A"
37835 50TH
AVE. BUILDING A



50'

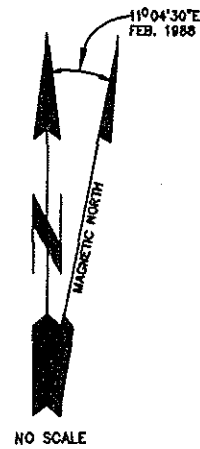


44.5' 44.5'

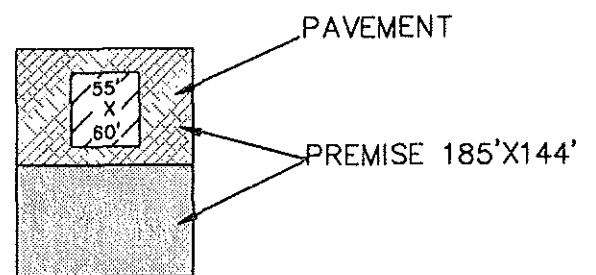


89'

AUTOMOBILE PARKING



TAXIWAY RATED @ 12,500 LB.



PAVEMENT

PREMISE 185'X144'

EXHIBIT "B"

INSURANCE

The Tenant will be required to procure and maintain, at its own expense and without cost to the Landlord, the kinds and minimum amounts of insurance as follows:

I. Comprehensive General Liability

In the amount of not less than one million dollars combined single limit.
Coverage to include:

- A. Premises
- B. Products/Completed Operations
- C. Broad Form Comprehensive, General Liability
- D. Front Range Airport Authority and Adams County as Additional Insured

II. Comprehensive Automobile Liability

In the amount of not less than \$500,000 combined single limit for bodily injury and property damage.

III. Employers Liability, Worker's Compensation and Unemployment Insurance

The Tenant shall secure and maintain employer's liability, Workman's Compensation Insurance and Unemployment Insurance that will protect it against any and all claims resulting from injuries to and death of workmen engaged in work under this contract.

Certificate of Insurance

The Tenant shall not commence work under this contract until it has submitted to the landlord, and received approval thereof, certificates of insurance showing that it has complied with the foregoing insurance.

All referenced insurance policies and/or certificates of insurance shall be issued to include the Front Range Airport Authority as an "additional insured". The name of the bid or project must appear on the certificate of insurance.

1. Underwriters shall have no right of recovery or subrogation against the Front Range Airport Authority; it being the intent of the parties that the insurance

policies so effected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.

2. The clause entitled "Other Insurance Provisions" contained in any policy including Front Range Airport Authority as an additional named insured shall not apply to Front Range Airport Authority.

3. The insurance companies issuing the policy or policies shall have no recourse against Front Range Airport Authority for payment of any premiums due or or any assessments under any form or any policy.

4. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Tenant.

If any of the said policies shall be or at any time become unsatisfactory to the Landlord as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the Landlord, the Tenant shall promptly obtain a new policy, submit the same to the Landlord for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Tenant to furnish, deliver and maintain such insurance as provided herein, this contract, at the election of the Landlord, may be immediately declared suspended, discontinued or terminated after 60 days written notice to the Tenant. Failure of the Tenant in obtaining and/or maintaining any required insurance shall not relieve the Tenant from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Tenant concerning indemnification.

EXHIBIT "C"

DEVELOPMENT POLICY AND APPLICATION PROCEDURES

CONSENT TO ASSIGNMENT AND ASSIGNMENT

This Agreement is made among the Front Range Airport Authority (FRAA), Carl R. Johnson (JOHNSON) and Carl R. Johnson Trust (TRUST), on the date set forth below.

BASIS FOR AGREEMENT

- A. On July 1, 2001, JOHNSON entered into an Unimproved Land Lease with FRAA for a site known as 37835 50th Avenue, Watkins, CO 80137, located on the Front Range Airport.
- B. JOHNSON is the owner of an aircraft hangar building located on the real property described as 37835 50th Avenue.
- C. JOHNSON died on March 30, 2012 as shown on the "Certificate of Vital Record" attached as Exhibit A.
- D. TRUST requested FRAA to consent to assignment of the Unimproved Land Lease to Carl R. Johnson Trust by power granted in attached Exhibit B.

CONSIDERATION

In consideration of the foregoing facts and the mutual promises set forth below, the parties agree as follows.

TERMS AND CONDITIONS

- 1. JOHNSON hereby assigns all its right, title and interest in and to the Lease to TRUST. The Parties agree that JOHNSON shall continue to be responsible for all liabilities, claims, civil actions, and warranties incurred by JOHNSON or arising from JOHNSON's tenancy under the Lease from July 11, 2007 through the transfer date.
- 2. In accordance with provision of the Lease, FRAA hereby grants its approval for the assignment of the Lease rights.
- 3. TRUST shall be bound by all the terms and conditions of the new Lease, and in the event of TRUST default, bankruptcy or other event described in the Lease, TRUST indemnifies JOHNSON and holds it harmless from all claims, liabilities, judgments, fees, costs, expenses and duties arising under the Lease, including attorney fees and court costs.

ASSIGNOR:

CARL R. JOHNSON

By: _____

Date: _____

ASSIGNEE:

CARL R. JOHNSON TRUST

By: 
Juan Gutierrez, Personal Representative

Date: 7/16/12

CONSENT:

FRONT RANGE AIRPORT AUTHORITY

By: 
Alice J. Nichol, Chair

Date 7/11/2012

ATTEST:

FRONT RANGE AIRPORT AUTHORITY

By: 
Dennis R. Heap, Clerk,

Date 7/11/2012

Exhibit A

STATE OF COLORADO COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT HOLD TO LIGHT TO VIEW WATERMARK									
STATE OF COLORADO CERTIFICATE OF DEATH								STATE FILE NUMBER	
1. DECEDENT'S NAME (First, Middle, Last) Carl Russell JOHNSON				2. SEX Male		3. DATE OF DEATH (Month, Day, Year) March 30, 2012			
4. SOCIAL SECURITY NUMBER 522-80-0942		5a. AGE - (Years) 56		5b. UNDER 1 YEAR Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		5c. UNDER 1 DAY Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		6. DATE OF BIRTH (Month, Day, Year) May 9, 1955	
7. BIRTHPLACE (City and State or Foreign Country) Denver, Colorado									
8. WAS DECEDENT EVER IN U.S. ARMED FORCES? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		9a. PLACE OF DEATH (Check only one) HOSPITAL: <input type="checkbox"/> Inpatient <input type="checkbox"/> Outpatient <input type="checkbox"/> OCA OTHER: <input checked="" type="checkbox"/> Assisted Living/Hunting Home <input type="checkbox"/> Hospice <input type="checkbox"/> Decedent's Residence							
9b. FACILITY NAME (If not institution, give street and number) 1449 North Oak Valley Road				9c. CITY, TOWN, OR LOCATION OF DEATH Unincorporated				9d. COUNTY OF DEATH Douglas	
10a. DECEDENT'S USUAL OCCUPATION (Give kind of work, not kind of business/industry) Firefighter				10b. PUBLIC SERVICE Public Service				11. MARITAL STATUS <input checked="" type="checkbox"/> Married <input type="checkbox"/> Never Married <input type="checkbox"/> Widowed <input type="checkbox"/> Divorced <input type="checkbox"/> Unknown	
12. SPOUSE (If wife, give maiden name) Tina L. Martin									
13a. RESIDENCE - STATE Colorado		13b. COUNTY Denver		13c. CITY, TOWN, OR LOCATION Denver		13d. STREET AND NUMBER 3346 South Willow Court			
13e. INSIDE CITY LIMITS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		13f. ZIP CODE 80231		14. WAS DECEDENT OF HISPANIC ORIGIN? <input type="checkbox"/> Yes, specify Cuban, Mexican, Puerto Rican, etc. <input checked="" type="checkbox"/> No		15. RACE: American Indian, Black, White, etc. (Specify) White		16. EDUCATION (Specify only highest grade completed) (Elementary of school day (K-12) College (13-15 or 17+) 16	
17. FATHER - NAME (First, Middle, Last) Charles Russell Johnson				18. MOTHER - NAME (First, Middle, Maiden) Aileen Lucille Lamping				19. INFORMANT - NAME and relationship to decedent Juan Gutierrez (Personal Representative)	
20a. METHOD OF DISPOSITION <input checked="" type="checkbox"/> Burial/Entombment <input type="checkbox"/> Cremation <input type="checkbox"/> Removal from State <input type="checkbox"/> Other (Specify)				20b. PLACE OF DISPOSITION (Name of cemetery, crematory, or other place) Horan & McConaty Crematory				20c. LOCATION - City or Town, State Denver, Colorado	
21a. SIGNATURE OF FUNERAL DIRECTOR OR PERSON ACTING AS SUCH <i>[Signature]</i>				21b. NAME AND ADDRESS OF FACILITY Horan & McConaty Funeral Service/Cremation 11150 E. Dartmouth Avenue, Aurora, CO 80014					
22a. REGISTRAR'S SIGNATURE <i>[Signature]</i>				22b. DATE OF DEATH APR 06 2012					
23. TIME OF DEATH 0645				24. DATE AND TIME PROPOSED FOR BURIAL March 30, 2012				25. WAS CORONER NOTIFIED? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
26a. TO BE COMPLETED BY SIGNING PHYSICIAN 26a. To the best of my knowledge, death occurred at the time, date and place, and due to the cause(s) and manner as stated. Signature: <i>[Signature]</i>				26b. TO BE COMPLETED BY CORONER 27a. On the basis of examination and/or investigation, in my opinion death occurred at the time, date and place, and due to the cause(s) and manner as stated. Signature: <i>[Signature]</i>					
26c. DATE SIGNED (Month, Day, Year) April 2, 2012				27c. DATE SIGNED (Month, Day, Year)					
26d. NAME AND ADDRESS OF SIGNING PHYSICIAN David L. Korts MD 501 S. Cherry St. #700 Denver, CO 80246				27d. NAME AND COUNTY					
26e. NAME OF ATTENDING PHYSICIAN IF OTHER THAN SIGNING PHYSICIAN				28. NAME OF ATTENDING PHYSICIAN IF OTHER THAN SIGNING PHYSICIAN					
29. MANNER OF DEATH <input checked="" type="checkbox"/> Natural <input type="checkbox"/> Accident <input type="checkbox"/> Suicide <input type="checkbox"/> Homicide <input type="checkbox"/> Pending Investigation <input type="checkbox"/> Undetermined				30. DID TOBACCO USE CONTRIBUTE TO DEATH? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Probably <input type="checkbox"/> Unknown				31. IF FEMALE: <input type="checkbox"/> Not pregnant at time of death <input type="checkbox"/> Pregnant at time of death <input type="checkbox"/> Not pregnant, but pregnant within 42 days of death <input type="checkbox"/> Not pregnant, but pregnant within 42 days of death <input type="checkbox"/> Unknown if pregnant within the past year	
32. DATE OF INJURY (Month, Day, Year) March 30, 2012				32a. TIME OF INJURY 1400				32b. INJURY AT WORK? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
32c. PLACE OF INJURY - At home, farm, street, factory, office, building, etc. (Specify) At home				32d. LOCATION INJURED (Street and Number or Rural Route Number, City, County, State)					
33. IMMEDIATE CAUSE - enter only one cause per line for (a), (b), and (c). Do not enter mode of dying (e.g. Cardiac or Respiratory Arrest) alone. Part 1. Conditions if any which gave rise to immediate cause tracing the underlying cause back to (c). (a) METASTATIC COLORECTAL CANCER (b) DUE TO OR AS A CONSEQUENCE OF (c) RENEAL INSUFFICIENCY				34. AUTOPSY <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
35. IF YES, was findings considered in determining cause of death? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No									


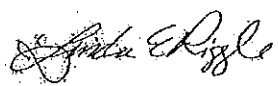
DATE ISSUED: APR 06 2012

THIS IS A TRUE CERTIFICATION OF NAME AND FACTS AS RECORDED IN THIS OFFICE. Do not accept unless prepared on security paper with engraved border displaying the Colorado state seal and signature of the Registrar. PENALTY BY LAW, Section 25-2-118, Colorado Revised Statutes, 1982, if a person alters, uses, attempts to use or furnishes to another for deceptive use any vital statistics record. NOT VALID IF PHOTOCOPIED.

Ronald S. Hyman
RONALD S. HYMAN
STATE REGISTRAR

005644697
REV 01-07

Exhibit B

	Crained District Court of Denver City and County Building, Room 230 1437 Bannock Street Denver, Colorado 80202	The moving party is hereby ORDERED to provide a copy of this Order to any parties who have entered an appearance in this action within 10 days of the date of this order. Dated: <u>Apr 26, 2012</u>	 Linda E. Riggle Denver Probate Registrar
	In the Matter of the Estate of: CARL RUSSELL JOHNSON aka CARL R. JOHNSON aka CARL JOHNSON Deceased		▲ COURT USE ONLY ▲ Case Number: Division: Courtroom: 230
ORDER FOR INFORMAL PROBATE OF WILL AND INFORMAL APPOINTMENT OF PERSONAL REPRESENTATIVE Upon consideration of the Application for Informal Probate of Will and Informal Appointment of Personal Representative filed by <u>Juan Gutierrez</u> (Applicant), on _____ (date),			

THE REGISTRAR FINDS, DETERMINES AND ORDERS:

- The Applicant is an Interested person and has filed a complete and verified application.
- The Decedent died on March 30, 2012 (date) and 120 hours have elapsed since the Decedent's death. If the Decedent was not a resident of Colorado, 30 days have elapsed since the Decedent's death, or the Personal Representative appointed at the Decedent's domicile or residence is the Applicant. (§15-12-307, C.R.S.)
- The Decedent was domiciled or resided in the City of Denver County of Denver, State of Colorado.
- Venue is proper in this county.
- The Application was filed within the time period permitted by law.
- Any required notices have been received or waived.
- The Decedent left a Will dated March 20, 2012.
The dates of all codicils are N/A. The Will and any codicils are referred to as the Will. The original or e-filed copy of the duly executed, unrevoked Will is in the Registrar's possession. There are no known prior Wills which have not been expressly revoked by a later instrument. The Will is admitted to informal probate.
- The following person is qualified to serve and is appointed as Personal Representative:
 Name: Juan Gutierrez The Nominee is 21 years of age or older.
 Street Address: 6859 W. Hamilton Drive
 Mailing Address, if different: _____
 City: Lakewood State: CO Zip Code: 80227 Home Phone #: 303-489-6289
 Email Address: _____ Work Phone #: _____
- Appointment is made without bond in unsupervised administration
- Letters Testamentary shall be issued.

Date: _____ Registrar: _____



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 10, 2019
SUBJECT: Land Lease
FROM: D.E. Ruppel, Director, Air and Space Port
AGENCY/DEPARTMENT: Colorado Air and Space Port
HEARD AT STUDY SESSION ON: n/a
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves a resolution for a Land Lease with Allen Hangar, LLC

BACKGROUND:

The Colorado Air and Space Port (“Landlord”) has a vacant parcel, at 37750 50th Avenue, Watkins, Colorado 80136. Allen Hangar, LLC (“Tenant”) would like to lease the parcel and operate a commercial aircraft hangar on it. The Landlord would like to lease the parcel to the Tenant under the terms and conditions of the attached Land Lease Agreement.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Attorney’s Office
Facilities & Fleet Management

ATTACHED DOCUMENTS:

1. Draft Resolution
2. Land Lease Agreement

FISCAL IMPACT:

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

Fund: 43**Cost Center:** 4302

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:	6440		175.76
Total Revenues:	6440		<u>175.76</u>

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

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

Once the lease is fully executed there will be a prorated amount due for 2019 per the lease Exhibit A, Section 6 – Rent. To be calculated by $\$2,916.00 / 365 \text{ days} \times \text{days prorated}$. Estimated date of lease being fully executed is 12/10/2019: $\$2,916.00 / 365 = \7.9890 ; $\$7.9890 \times 22 \text{ days} = \175.758 , rounded amount to \$175.76. Year 2020, \$2,916.00 revenue. Year two 2021 and three 2022 the lease will increase to the full lease rate of \$5,832.00. Commencing on the fourth year of the lease and every year thereafter the annual lease shall be increased by 3%.

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING LAND LEASE AGREEMENT BETWEEN ADAMS COUNTY
AND ALLEN HANGAR, LLC

Resolution 2019-

WHEREAS, Adams County is a body corporate and politic that owns and operates an air and space port known as Colorado Air and Space Port (“Landlord”); and,

WHEREAS, on August 17, 2018, the Federal Aviation Administration (FAA) issued a launch site license to Adams County, Colorado and the Adams County Commissioners officially changed the facility’s name from Front Range Airport to Colorado Air and Space Port; and,

WHEREAS, the Landlord has vacant land, located on the airport at 37750 50th Avenue, Watkins, Colorado 80137; and,

WHEREAS, Allen Hangar, LLC (“Tenant”) would like to lease, and operate a commercial aircraft hangar building on this parcel; and,

WHEREAS, the Landlord would like to lease the parcel to the Tenant under the terms and conditions of the attached Land Lease Agreement.

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado that the attached Land Lease Agreement between Adams County and Allen Hangar, LLC, is hereby approved.

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

LAND LEASE

This Lease ("Lease") is made effective this ____ day of _____, 2019, by and between Adams County, Colorado, located at 4430 S. Adams County Parkway, Brighton, Colorado, 80601 ("Landlord") on behalf of the Colorado Air and Space Port, and Tenant, as described in Exhibit A attached hereto and incorporated herein, ("Tenant").

Adams County owns and operates the Colorado Air and Space Port ("Airport"), located at 5200 Front Range Parkway, Watkins, Colorado 80137, in Adams County, Colorado.

For and in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. Lease and Description. Upon the terms and conditions hereinafter set forth, the Landlord hereby leases to the Tenant, and the Tenant hereby leases from the Landlord, those certain premises situated at the Colorado Air and Space Port, Adams County, Colorado, described in Exhibit A – Lease and Description Premises ("Premises"), the configuration and legal description of which are set forth on the Site Plan attached hereto as Exhibit "B" and incorporated herein. The Tenant shall have the non-exclusive use of taxiways, runways and other areas of the Airport, which are not within the exclusive use of other tenants and the Landlord.
2. Business Purpose. The Premises shall be used solely for the operation of a commercial aircraft hangar building under the terms and conditions of this Lease which shall not be construed as creating or vesting in the Tenant or any subtenant or assignee a fee interest in the Premises.

The aircraft hangar building, and the leasehold interest created hereby are to be used solely for aeronautical-related purposes, including but not limited to parking, storing and maintaining aircraft and other activities associated with aircraft ownership. Aircraft stored in the hangar must meet the Taxilane Object Free Area Width for airplanes in Design Group I as defined in FAA AC150/5300-13 Airport Design\Chapter 4., Taxiway and Taxilane Design, nor exceed a wingspan of 59 feet. The tenancy created hereby is subject to the terms of this Lease, the Minimum Standards of Colorado Air and Space Port, all applicable federal, state and local laws and ordinances. The Minimum Standards shall be provided by the Landlord to the Tenant in writing upon the approval of this Lease and thereafter from time to time as they are amended.

3. Hangar Construction. Tenant shall construct the Buildings and Improvements as noted in Exhibit A - Hangar Construction. Nothing in this Lease shall be interpreted as granting any land use approvals for hangar construction or Tenant's use of the Premises. Tenant shall be solely responsible, at its sole cost, for applying for and receiving any necessary land use approvals and/or permits from the jurisdiction with land use authority and/or the FAA, including, but not limited to, building permits, grading permits,

stormwater approvals, and any other land use approval. The Colorado Air and Space Port has limited ability to accommodate increases in stormwater, and Landlord retains sole discretion whether to accept any increases in stormwater proposed by Tenant for Tenant's hangar and other use of the Premises.

4. Landlord agrees to the following:
 - a. Subject to applicable land use requirements, Tenant may import construction fill dirt from the location designated by Landlord just east of the Premises at no cost for the fill dirt. However, Landlord does not guarantee or otherwise reserve this material and will not be liable if it is unavailable.
 - b. Tap fees for water and sewer taps will be paid within the first year of the lease term unless otherwise noted on Exhibit "A". Further, Tenant understands and agrees that water is provided on a contract basis from a source outside of the Landlord's control. Landlord will not be obligated to provide water if the source contract is not renewed.
 - c. Landlord may allow hangar(s) associated with this Lease to be solicited with its available hangar listings, but shall not be obligated to provide such service.
 - d. Listing language must be acceptable to Landlord.

5. Term. The initial term of this Lease is set forth in Exhibit A - Term. Thereafter, two (2) additional five (5) year renewal terms may be offered at the Landlord's sole discretion provided the Tenant is in full compliance with the terms of the Lease and the Minimum Standards of Colorado Air and Space Port, and the Landlord has determined that the building is in acceptable condition.

6. Rent. The rent for the Premises shall be as set forth in Exhibit A - Rent. Rent payment shall be made at 5200 Front Range Parkway, Watkins, Colorado 80137, or at such other address as the Landlord notifies the Tenant in writing during the original or any extended term of the Lease. The Tenant shall also pay for any calendar year or fraction thereof for which rent is due but not paid within ten (10) calendar days of the due date a late charge equal to five percent (5%) of the rent due and any accrued late charges.

a. Future Rental Periods. Commencing the fourth year of the Lease, and every year thereafter, the annual rental sum shall be increased by 3% and shall be calculated using 16,200 square feet as shown on Exhibit "A" and Exhibit "A1", the Premise. It is understood that if the Landlord performs a market study for lease rates and the Lease rate falls 15% below the then determined market rate, then Landlord shall issue notice to Tenant of the new market rent rate which will then be due from Tenant within 60 days or the next scheduled rental payment whichever is longer.

7. Assignment of Lease. The Tenant may sublease or sell hangar space for the purpose described in paragraph 2, above, for a term and under such terms and under conditions as the Tenant may determine in its sole discretion, provided: (1) the Tenant receives the Landlord's approval of the rental or sale, which shall not be unreasonably

withheld; (2) the Tenant provides the Landlord and maintains and issues annually or as change occurs, whichever is sooner, a current list of the names, addresses and telephone numbers of subtenants and or purchasers and their aircraft registration numbers; and (3) subtenants or purchasers agree in writing to abide by all the terms and conditions of this Lease.

8. Utilities. Tenant hereby covenants and agrees to pay all monthly or other regular charges for utilities, including, but not limited to gas, electricity, and water, and for all other public utilities which shall be used in or charged against the Premises during the full terms of this Lease.

9. Taxes. The Tenant shall pay all property and other taxes that are assessed against the Premises.

10. Occupancy. The Premises shall not be occupied or used for any purpose until a Certificate of Occupancy is issued for any building constructed thereon.

11. Repair and Maintenance.

a. At its sole expense, the Tenant shall keep the Premises and all improvements thereon in good repair and in a safe, sanitary, orderly and usable condition. The Premises shall at all times be maintained in accordance with any applicable Building Code, Zoning Regulation, or Ordinance of Adams County.

b. Good Condition: Tenant shall keep Premises in good order and working condition and will do all necessary and appropriate maintenance and repair work at its sole expense. If Tenant fails to maintain the Premises, Landlord may perform such maintenance and invoice Tenant for all costs incurred. Prior to commencing work, Landlord will provide Tenant with thirty (30) days written notice and right to cure, and the applicable provisions of paragraph 27 below shall apply.

c. Waste: The Tenant shall place and regularly empty suitable trash containers on the Premises. It shall not permit rubbish, debris, waste material, anything noxious or detrimental to safety or health, anything likely to create objectionable odors or a fire hazard or anything subject to deterioration to accumulate on the Premises or to be improperly disposed of. The Tenant shall not allow any waste, liquids or other materials that could cause malfunction of the Landlord's sewage plant or impede the normal chemical or biological workings of the plant to become part of the plant's influence.

d. Care of Petroleum products and Other Material by Tenant: Tenant shall handle, use, store and dispose of fuel petroleum products, and all other materials (including but not limited to hazardous materials) owned or used by it on the Airport in accordance with all applicable federal, state, local and Airport statutes, regulations, rules and ordinances. No waste or disposable materials shall be released on the ground or in the storm sewer. Should such materials be spilled or escape from storage or in any way contaminate the Airport or property adjacent to the Airport through activities of the

Tenant, the Tenant shall be solely responsible for the cleanup, containment and otherwise abatement of such contamination at Tenant's sole cost and expense. Further, Tenant shall notify the Landlord and appropriate governmental agency of such occurrence immediately. Should the Tenant fail to do so, the Landlord may take any reasonable and appropriate action in the Tenant's stead. The cost of such remedial action by the Landlord shall be paid by the Tenant.

e. Snow: At its sole expense, the Tenant shall remove snow and ice from all paved and concrete areas of the Premises.

f. Pavement: At its sole expense, the Tenant shall repair and maintain all paved or concrete areas of the Premises and their subsurfaces in a safe and structurally sound condition.

12. Use. The Tenant shall conduct on the Premises only the business for which it is leased and shall not use the Premises for any illegal purpose or any purpose beyond the scope of Section 2.

13. Liens and Insolvency. The Tenant shall keep the Premises free from any liens arising from work performed thereon or materials furnished thereto. If the Tenant becomes insolvent or voluntarily or involuntarily bankrupt, or if a receiver, trustee or other liquidator is appointed for the Tenant, the Landlord may terminate this Lease.

14. Rent After Default. If any or all of the Premises is sublet, sold or otherwise occupied by anyone other than the Tenant, after any default in the payment of rent by the Tenant, the Landlord may collect rent or other periodic payments from subtenants, purchasers or other occupants, but such collection and/or the Landlord's agreement to a third person's use or occupancy of the Premises shall not be deemed a waiver of any term or condition of this Lease.

15. Access. The Tenant shall allow the Landlord and/or its agent's access to the Premises during business hours upon 24 hours' notice for the purpose of inspection. In case of emergency the Landlord may have access at any time. Nothing herein shall be construed to limit the authority of Adams County building inspectors under existing law.

16. Liability Insurance. The Tenant shall maintain liability insurance by a company or companies acceptable to the Landlord insuring the Tenant against claims based on personal injury or death and damage or destruction of property that arise from the intentional or negligent acts of the Tenant, its agents, employees or servants or by means of any form of transportation, including owned, non-owned and hired automobiles, to the extent required by Exhibit "C" attached hereto and incorporated herein by this reference. The Landlord shall be included on all such policies as a named insured, and a true copy of those policies shall be furnished to the Landlord. Every such policy shall deem the Tenant's policy to be primary and not seek contribution of any kind from Landlord and shall provide that it cannot be canceled without at least thirty (30) days prior written notice to the Landlord.

17. Accidents - Indemnity. The Tenant shall bear the risk of damage or destruction of all personal property on the Premises. The Landlord shall not be liable for any damage to persons or property on the Premises sustained by the Tenant or others, whether caused by defects now on the Premises or due to conditions hereafter arising in any building or other improvement or appurtenance thereon, including but not limited to lack of repair, fire, bursting or leaking water, gas, sewer or steam pipes, or the acts or omissions of the Tenant, any subtenant, purchaser or other occupant of the Premises or any invitee on the Premises, or the happening of any accident from any cause in or about any improvement on the Premises.

18. Fire Insurance. At its sole expense, at all times after commencement of construction on the Premises, the Tenant shall carry fire and extended coverage hazard insurance (including vandalism and malicious mischief protection) on all buildings commenced on the Premises, the policy or policies of which shall be primary and not seek contribution from the Landlord and further shall name the Landlord as an additional insured to the extent of the Landlord's interest in such buildings. A true copy of all such policies shall be furnished to the Landlord. Every such policy shall provide that it cannot be canceled without at least thirty (30) days prior written notice to the Landlord, no such policy shall contain a deductible clause greater than \$1,000 per claim. In the event of loss, the Tenant shall pay such deductible amount.

19. Casualty Loss – Application of Proceeds. In the event of any casualty loss to any improvement covered by insurance, the proceeds of such insurance shall be used to repair or replace such improvement and return the Premises to its original condition. The proceeds shall be first applied to the cost of clean-up, to the extent required by the Landlord. Upon the sublease or sale of any part of the Premises, the Tenant shall require the subtenant or purchaser to obtain hazard insurance at the subtenant's or purchaser's sole expense containing the same provisions as those set forth in paragraph 16, above, and including the Landlord and the Tenant as additional named insured, as their interests may appear.

20. Condemnation. The Landlord may condemn the Premises if it desires to use the Premises for other airport purposes. If it does so, it shall compensate the Tenant for the value of the remaining original Lease term, if the condemnation occurs during that term, and for the value of the remaining then-current Lease term extension, if the condemnation occurs during a Lease term extension. Landlord shall compensate the Tenant for the remaining life of all improvements the Tenant has constructed on the Premises based on a 30-year life for each such improvement. If the Landlord and Tenant disagree as to the value of the remaining life of the Lease or an extension thereof or any improvement Tenant has constructed on the Premises, each shall retain an appraiser to value those items. If those appraisers are unable to agree on such valuations, they shall appoint a third appraiser, and that appraiser's valuations shall be conclusive and binding on both parties.

21. Tenant's Right of Cancellation. In addition to any other remedies available to the Tenant, this Lease shall be subject to cancellation by the Tenant if any one or more of the following events occur:

a. Abandonment: If the Airport is permanently abandoned as an operating airport by the Landlord, the Tenant shall be entitled to cancel this Lease, remove all improvements it constructed on the Premises and have returned to it all prepaid rents.

b. Supervening Event: If any act of God prevents the Tenant from using the Premises for the purpose provided in paragraph 2 above, for six consecutive months, it may cancel this Lease. However, neither party shall have any liability to the other for the results of any such act.

c. Landlord's Breach of Lease: Tenant may cancel this Lease if the Landlord breaches any of its obligations under this Lease and fails to remedy such breach within sixty (60) calendar days after the Tenant's delivery of written notice of the breach to the Landlord.

22. Removal of Improvements. Upon termination of this Lease, at its sole cost, the Tenant shall remove any improvements made to the Premises, except for any pavement, asphalt, or concrete that may exist on the Premises at the time of termination. Removal shall be coordinated with Landlord so as to not leave any unwanted debris and or improperly terminated utilities. Alternatively, and at Landlord's sole option and upon written notice from Landlord to Tenant exercising said option, Tenant shall convey the improvements to Landlord at no cost. Any improvements not removed by Tenant upon termination of this Lease, and not conveyed to Landlord as set forth in this section, shall be deemed abandoned and may be disposed of by Landlord at Tenant's sole cost.

23. Notices. All notices and consents required or permitted hereunder shall be deemed delivered when personally delivered, or when delivered by courier or facsimile or other electronic means, or three business days after being deposited in the United States mail, sealed and postage prepaid, certified and return receipt requested, addressed, as appropriate, to:

LANDLORD

Director
Colorado Air and Space Port
5200 Front Range Parkway
Watkins, Colorado 80137

With a Copy To:

Adams County Attorney's Office
4430 South Adams County Parkway, C5000B
Brighton, CO 80601

Adams County Facilities & Fleet Management
Attn: Project Manager – Land & Assets
4430 South Adams County Parkway, C1700
Brighton, CO 80601

TENANT

See Exhibit A – Notices to Tenant.

or to such other addresses as the parties may designate to each other in writing.

24. Governmental Fees. All fees due under applicable law to any city, county or state on account of any inspection made of the Premises shall be paid by the Tenant.

25. Signs. Any sign or symbol placed anywhere on the Premises shall first be approved by the Landlord. Any sign or symbol not so approved shall be immediately removed upon notice by the Landlord at the Tenant's sole expense. The Tenant's failure to promptly remove such sign or symbol shall entitle the Landlord to remove it at the Tenant's sole expense. Any sign or symbol approved by the Landlord for display on the Premises shall be removed at Tenant's expense at the termination of the Lease. In addition to being authorized by the Landlord, all signs displayed on the Premises shall conform to all applicable laws and regulations, and the Tenant shall pay all fees associated therewith. Tenant will mount a sign on each end of the hangar containing the hangar number, street address and language similar to a "no parking" sign.

26. Mailboxes. Mailboxes as approved by the United States Postal Service shall be installed at Tenant's expense. The location of mailboxes shall be approved in writing by the Landlord prior to placement on airport property.

27. Default and Re-Entry. Unless resulting from events described in paragraphs 18 or 19, above, the Tenant's violation of any of its obligations hereunder other than failure to pay rent shall entitle the Landlord to terminate this Lease upon thirty (30) days prior written notice. If the default or violation is cured within the said thirty (30)-day period, or if the violation is not capable of complete cure within the said period but cure is commenced within the period, the Landlord shall have no right of termination. However, if the default or violation is not cured, or cure of the violation is not begun, within the thirty (30)-day period, the Lease shall be deemed terminated at the end of that period without further action by the Landlord. Upon termination the Tenant shall be entitled to recover any prepaid rent and other fees, and the Landlord shall be entitled to possession of the Premises. In the event Tenant fails to pay rent within ten days of the due date, Landlord may terminate this Lease immediately. If the Tenant fails to vacate the Premises, the Landlord shall have the right to evict the Tenant pursuant to Colorado law, including obtaining Landlord's attorney fees and costs.

28. Non-waiver of Breach. The failure of either party to insist on strict compliance with any term or condition of this Lease shall not be deemed a waiver or relinquishment

of the right to require strict compliance with such term or condition, or any other term or condition of this Lease in the future.

29. Holding Over. If the Tenant holds over after the end of the original term of this Lease or any extended term hereof, the Tenant shall pay the Landlord rent in an amount equal to 150 % of the Lease rate then in effect. Such holding over shall not constitute renewal of this Lease but shall be a month-to-month tenancy only, with all other terms and conditions of this Lease applicable.

30. Landlord's Warranties. The Landlord warrants that it is the owner of the Premises and, to the extent of Landlord's actual knowledge, the Premises is not contaminated by hazardous substances.

31. Hazardous Substances. The Tenant shall not permit hazardous substances upon the Premises except those that are normally associated with aeronautical-like purposes. Tenant shall transport, use, store and dispose of fuel petroleum products, and all other materials, including but not limited to hazardous materials, owned or used by it on the Airport in accordance with all applicable federal, state, local and Airport statutes, regulations, laws, rules and ordinances. No waste or disposable materials shall be released on the ground or in the storm sewer. Should such materials be spilled or escape from storage or in any way contaminate the Airport or property adjacent to the Airport through activities of the Tenant, the Tenant shall be responsible for the cleanup, containment and otherwise abatement of such contamination at Tenant's sole cost and expense. Further, Tenant shall notify the Landlord and appropriate governmental agency of such occurrence immediately. Should the Tenant fail to do so the Landlord may take any reasonable and appropriate action in the Tenant's stead. The Tenant shall pay the cost of such remedial action by the Landlord.

32. Motor Vehicle Parking. Motor vehicles shall be parked only within designated parking areas.

33. Aircraft Parking. Aircraft shall not be parked on taxiways, aprons or other pavement on the Premises in a manner that unduly obstructs access to adjacent hangars. Only airworthy aircraft shall be parked on the Premises outside the hangar.

34. Jurisdiction and Venue. The parties acknowledge that this Lease is entered into in the State of Colorado, and they agree that the courts of Adams County, Colorado, shall have jurisdiction and be the sole venue to resolve all disputes between the parties arising from this Lease or concerning the Premises.

35. Indemnification. The Tenant shall bear the entire loss or damage to all improvements to the Premises, whether by windstorm, fire, earthquake, snow, water run-off or any other cause whatsoever. The Tenant hereby indemnifies the Landlord against and holds it harmless from all demands, claims, costs, causes of action and judgments, as well as from all costs of investigating and defending the same, arising from or growing out of the acts or omissions of the Tenant, its contractors, agents, members,

stockholders, employees, invitees, servants, subtenants, successors or assigns in connection with their occupancy of any portion of Colorado Air and Space Port, including the Premises.

36. Right of First Refusal to Purchase Buildings and Structures Prior to the End of the Lease Term. Tenant shall not sell the buildings or structures on the Premises unless it receives a written offer specifying the price and detailing the terms of any such sale, including any owner financing. In the event Tenant receives a written offer to sell the building and/or structures on the Premises from a third party, which Tenant wishes to accept, prior to the end of the Lease term, Tenant shall give notice to Landlord, and such notice shall include a copy of the third party's written offer. Landlord shall have thirty days after receipt of such notice to match the third party's written offer by advising Tenant in writing that Landlord will do so. If Landlord does match such offer, Landlord and Tenant shall close such transaction on the terms of the third party's offer. If Landlord does not match the third party's written offer, Tenant may sell to the third party identified in the written offer, on the terms of such written offer, subject to all other requirements of this Lease. If, however, the sale to the identified third party does not close on the exact terms identified in the written offer, Tenant shall be obligated to re-offer said buildings and/or structures to Landlord on the changed terms. The failure of Landlord to exercise its right of first refusal on one written offer shall not be deemed a waiver as to future offers if the written offer tendered to Landlord is not fully consummated by the third party identified in the written offer.

37. Legal Description. At the completion of any building or structure, Tenant is responsible for providing Landlord with a legal description of the site and structures, including the location of utilities. If the legal description is greater than 5% or less than 5% of the square footage of the building or structure, the legal description shall be used to compute land lease fees effective with the effective date of this Lease.

(Signatures on following page.)

The forgoing Lease is entered into on the date signed by the Landlord.

TENANT:

Allen Hangar LLC
By:  Michael D. Allen
Its: Manager
Date: 12-3-19

LANDLORD
ADAMS COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____
Chair

By: _____
County Attorney's Office

Date: _____

Exhibit A

Tenant - Allen Hangar, LLC, a Colorado company located at 45925 Kitty Hawk Circle, Parker, CO 80138 ("Tenant")

Section 1 - Lease and Description: 37750 50th Avenue, Watkins, CO 80137 ("Premises")

Section 3 - Hangar Construction as shown on Exhibit "B":

1 Hangar - one hundred and fifty (150) foot by sixty (60) foot.

1 Apron - one hundred seventy-five (175) foot by sixty (60) foot east apron, and

1 West Automobile Parking Area - one hundred seventy-five (175) foot by twenty- four (24) foot

NOTE: The east aircraft apron will be capable of supporting Group I aircraft weights of 12,500 pounds.

Section 4b – The Tap Fee (s) for water and sewer shall be amortized over the first five years that such fee is applicable or otherwise due and payable and shall be paid in addition to the rent as follows:

- i. The Tap Fee (s) are based on the current Colorado air and Space Port Tap Fee Schedule (Exhibit D).
- ii. Tap Fees are due when the physical tap is made or upon the formal request to tap into any portion of the infrastructure, whichever is sooner.
- iii. The Tap Fee (s) shall be divided by five (5) in order to establish 5 equal installment payments.
 - a. Payment one (1) of the five (5) installments shall be due in accordance with Section 4bii.
 - b. Payments two (2) through five (5) of the remaining five (5) installments shall be due and payable with and in addition to the next regularly scheduled annual rent payment, January 1 of each year until all installments have been paid.

Section 5 - Term: Initial Term shall be forty (40) years commencing upon the fully executed date of this contract and expiring at midnight 40 years later (two (2), five (5) year extensions are allowed per the contract).

Section 6 - Rent:

2019 Remainder of - The initial rent payment shall be submitted with the signed lease and will be prorated for the remainder of the current year at the Year One rate described below (\$2,916.00/365 days x days prorated).

2020 January 1 through December 31 – Year One: 50% of the full lease rate for the first year which is Two Thousand Nine Hundred Sixteen (\$2,916.00) dollars.

2021 January 1 Through December 31 - Year Two: The second year of the lease, the rate will increase to the full lease rate of Five Thousand Eight Hundred and Thirty-Two (\$5,832.00) dollars, computed at the annual rate of thirty-six cents (\$0.36) per square foot, times the building footprint of one hundred fifty (150) feet by sixty (60) feet plus fifteen (15) feet on all four sides or 16,200 square feet as shown on Exhibit "B" and Exhibit "B1".

The total square footage for which Tenant is responsible for purposes of maintenance and repairs as per paragraph 9 of this Lease and otherwise, is one hundred ninety (190) feet by one hundred forty-four (144) feet, or 27,360 square feet.

Section 23 – Notices to Tenant:
Allen Hangar, LLC.
45925 Kitty Hawk Circle
Parker, Colorado 80138

EXHIBIT “B” Premises – Site Plan

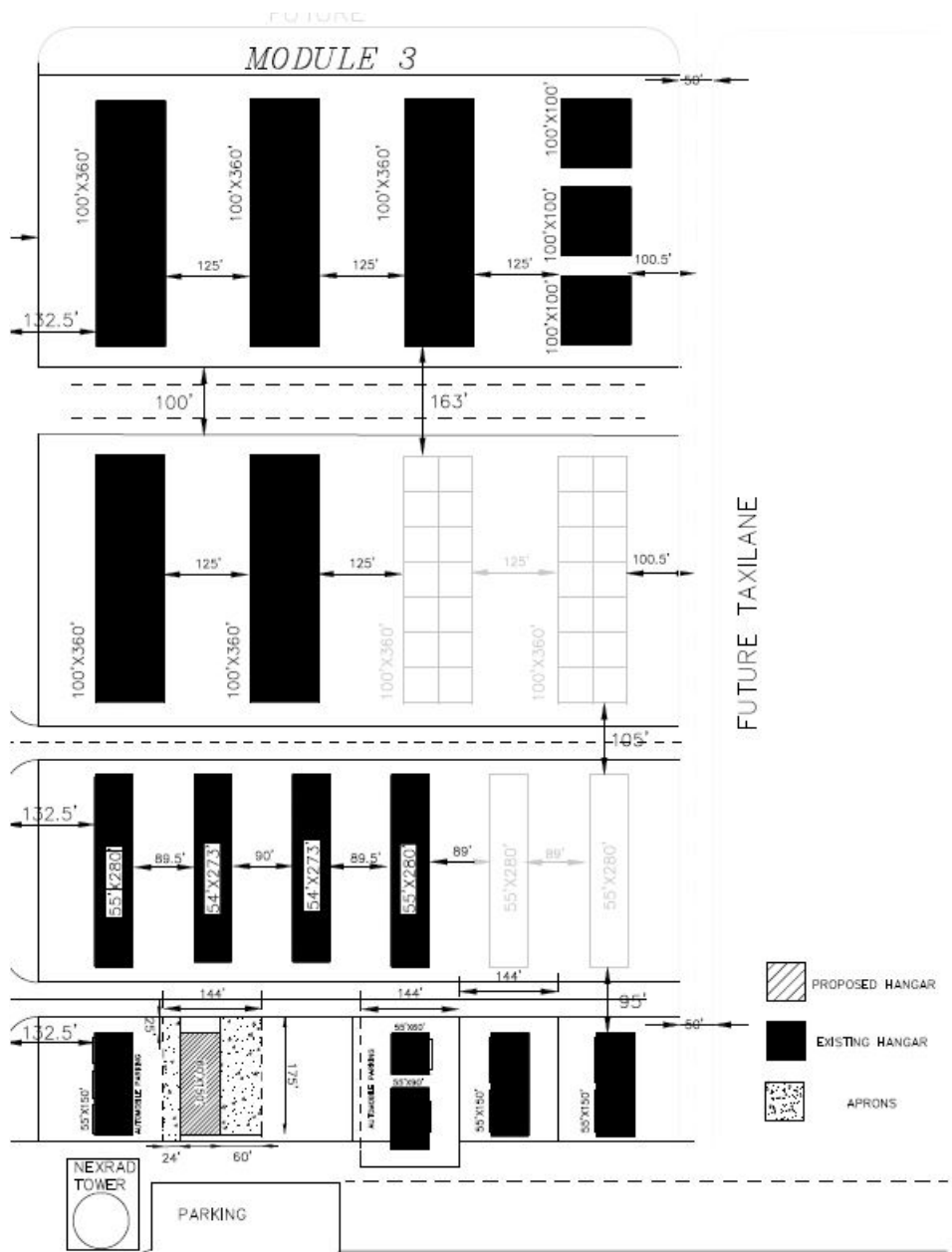


EXHIBIT “B1” Premises

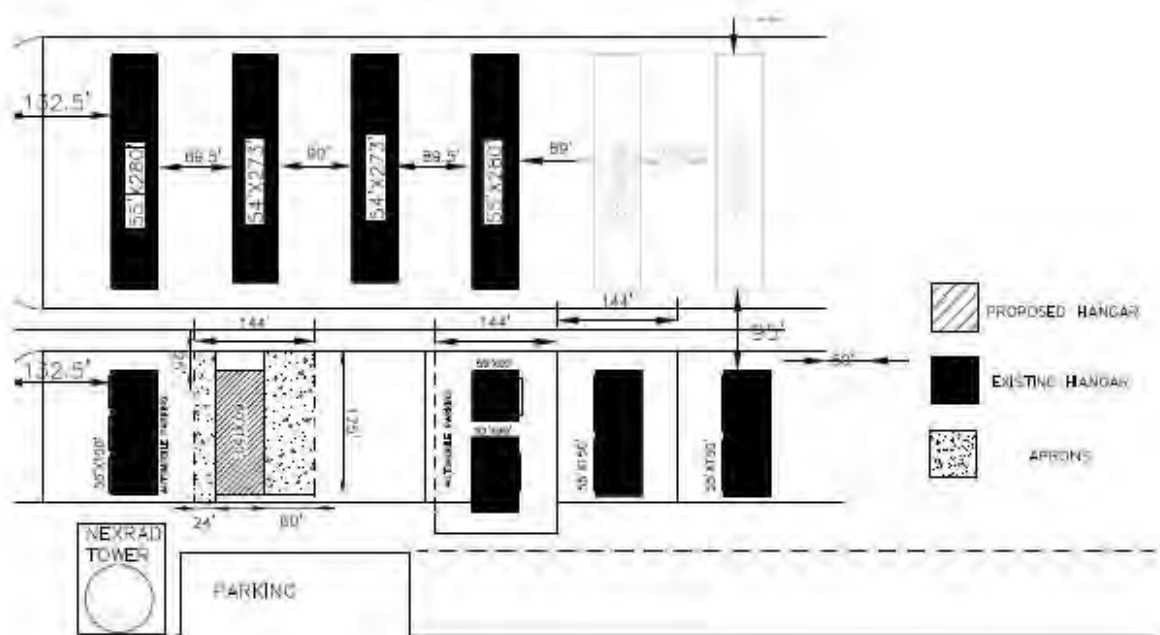


EXHIBIT “C”

Page 1 of 2

INSURANCE

The Tenant will be required to procure and maintain, at its own expense and without cost to the Landlord, the kinds and minimum amounts of insurance as follows:

I. Comprehensive General Liability

In the amount of not less than two million dollars combined single limit.
Coverage to include:

- A. Premises
- B. Products/Completed Operations
- C. Broad Form Comprehensive, General Liability
- D. Colorado Air and Space Port and Adams County as Additional Insured

II. Comprehensive Automobile Liability

In the amount of not less than \$500,000 combined single limit for bodily injury and property damage.

III. Employers Liability, Worker’s Compensation and Unemployment Insurance

The Tenant shall secure and maintain employer’s liability, Workman’s Compensation Insurance and Unemployment Insurance that will protect it against any and all claims resulting from injuries to and death of workmen engaged in work under this contract.

Certificate of Insurance

The Tenant shall not commence work under this contract until it has submitted to the landlord, and received approval thereof, certificates of insurance showing that it has complied with the foregoing insurance.

All referenced insurance policies and/or certificates of insurance shall be issued to include that the tenant’s policy is primary and will not seek contributions from the Landlord and that the Colorado Air and Space Port is listed as “additional insured”. The name of the Lease, address and expiration date must appear on the certificate of insurance.

EXHIBIT “C”
Page 2 of 2

- policy
insured shall
1. Underwriters shall have no right of recovery or subrogation against the Colorado Air and Space Port; it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
 2. The clause entitled “Other Insurance Provisions” contained in any including Colorado Air and Space Port as an additional named not apply to Colorado Air and Space Port.
 3. The insurance companies issuing the policy or policies shall have no recourse against Colorado Air and Space Port for payment of any premiums due or for any assessments under any form or any policy.
 4. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Tenant.

If any of the said policies shall be or at any time become unsatisfactory to the Landlord as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the Landlord, the Tenant shall promptly obtain a new policy, submit the same to the Landlord for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Tenant to furnish, deliver and maintain such insurance as provided herein, this contract, at the election of the Landlord, may be immediately declared suspended, discontinued or terminated after 60 days written notice to the Tenant. Failure of the Tenant in obtaining and/or maintaining any required insurance shall not relieve the Tenant from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Tenant concerning indemnification.

**RESOLUTION 07-01 TO APPROVE INCREASE IN
WATER AND SEWER CONNECTION FEES
AND USAGE RATES FOR WATER & WASTEWATER
SERVICES SUPPLIED BY THE FRONT RANGE AIRPORT**

WHEREAS, the Front Range Airport Authority (the "Authority") was created pursuant to the Public Airport Authority Act, Article 3 of Title 41, Colorado Revised Statutes, in September 27, 1982, by the Board of County Commissioners of Adams County; and,

WHEREAS, the Authority has constructed and financed a general aviation airport (the "Airport") in Adams County, Colorado; and,

WHEREAS, the Authority and the County are authorized by the law to enter into contracts and agreements affecting the affairs of the Airport; and,

WHEREAS, the Authority has constructed and maintains water and sewer systems on the Airport for the benefit of its users; and,

WHEREAS, the Airport has collected approximately \$221,982 in water and sewer tap fees as of December 8, 2006, and has funded \$1,861,234 in capital projects for water and sewer systems; and,

WHEREAS, an increase in tap fees is necessary for the Authority to plan and fund future water and sewer capital projects.

NOW THEREFORE, BE IT RESOLVED that the Front Range Airport Authority approves the following increase in water and sewer connection fees to be effective February 1, 2007:

Water

¾ inch	\$ 9,288 + \$130/fixture
1 inch	\$ 17,780 + \$130/fixture
1.5 inch	\$ 39,199 + \$130/fixture
2 inch	\$ 70,172 + \$130/fixture
3 inch	\$154,828 + \$130/fixture
4 inch	\$295,461 + \$130/fixture

Sewer (based on water pipe size)

¾ inch	\$ 9,288 + \$130/fixture
1 inch	\$ 17,780 + \$130/fixture
1.5 inch	\$ 39,199 + \$130/fixture
2 inch	\$ 70,172 + \$130/fixture
3 inch	\$154,828 + \$130/fixture
4 inch	\$295,461 + \$130/fixture

8 inch or greater sewer connection requires a negotiated connection fee.

EXHIBIT "D"

Page 2 of 2

NOTES

Connection fees will be paid in full prior to tapping airport's water and sewer lines.

Connection fees are determined by the size of the domestic water supply size, excluding fire suppression connections.

FURTHER BE IT RESOLVED that the following rate increases will be effective February 1, 2007 for water usage and sewage disposal in the Front Range Airport water & sewer system:

Monthly Water Usage Rates

(per 1,000 gallons)

0 to 4,999	\$ 6.67
5,000 to 19,999	\$ 9.17
20,000 to 49,999	\$ 11.17
50,000+	\$ 15.17

Monthly Sewer Usage Rates

(per 1,000 gallons)

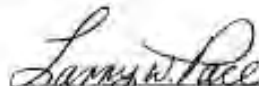
Base Charge*	\$ 5.50 per bathroom
* 500 gallons per month per bathroom*	
501 to 4,999	\$2.00 per 1,000 gallons
5,000 to 19,999	\$2.50 per 1,000 gallons
20,000 to 49,999	\$3.00 per 1,000 gallons
50,000+	\$3.50 per 1,000 gallons

*Bathroom is calculated as any three fixtures that are connected to the Airport's sewage system.

Water used for purposes of construction and prior to the issuance of a certificate of occupancy shall be charged the 0-4,999 per thousand flat rate of \$6.67, as increased from time to time by the City of Aurora.

Adopted this 14th day of February 2007.




Larry W. Pace, Chair

Front Range Airport Authority

Attest


Dennis R. Heap, Clerk



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 10, 2019
SUBJECT: 2020 County Merit System Certification
FROM: Katie Griego
AGENCY/DEPARTMENT: Adams County Human Services
HEARD AT STUDY SESSION ON
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners validates the 2020 County Merit System Certification letter and form.

BACKGROUND:

This letter serves as a reminder that the Adams County Department of Human Services is required by 9 CCR 2502-1 ("Volume 2") Rule 2.210 that each county shall annually submit to the Colorado Department of Human Services a certification that the criteria in Rule 2.200 are being maintained by the County Department of Human/Social Services. This certification must be received as prescribed by the Department on or before January 1 of each year. The certification must be validated by the county board of commissioners or designee.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Human Services

ATTACHED DOCUMENTS:

Resolution Attached
2020 Certification Letter and Form

FISCAL IMPACT:

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

Fund:**Cost Center:**

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

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

New FTEs requested: ☐ YES ☐ NO

Future Amendment Needed: ☐ YES ☐ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING CDHS CERTIFICATION OF COMPLIANCE - YEAR 2020
COUNTY PERSONNEL AND MERIT SYSTEM FOR ADAMS COUNTY HUMAN
SERVICES

WHEREAS, Adams County Human Services is required by 9 CCR 2502-1 (“Volume 2”) Rule 2.210 that each county shall annually submit to the Colorado Department of Human Services a certification that the criteria in Rule 2.200; and,

WHEREAS, by means of the attached letter This certification must be received as prescribed by the Adams County Department of Human Services on or before January 1 of each year; and,

WHEREAS, Adams County certifies that it is in compliance with the above principles and criteria for the administration and operation of its County Personnel and Merit System for the reporting year 2020, and has a personnel system in place for the next calendar year to assure continuing compliance.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, state of Colorado, that the CDHS certification of compliance – year 2020 county personnel and merit system for Adams County Human Services is hereby approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign CDHS Certification of Compliance – Year 2020 County Personnel and Merit System on behalf of Adams County.



COLORADO
Department of Human Services

To: County Human/Social Services Directors
From: Colorado Department of Human Services
Date: November 6, 2019
Re: 2020 County Merit System Certification

This letter serves as a reminder that the County Department of Human/Social Services is required by 9 CCR 2502-1 ("Volume 2") Rule 2.210 that each county shall annually submit to the Colorado Department of Human Services a certification that the criteria in Rule 2.200 are being maintained by the County Department of Human/Social Services. This certification must be received as prescribed by the Department on or before January 1 of each year. The certification must be validated by the county board of commissioners or designee.

The Volume 2 rules regarding the County Personnel and Merit System requirements can be accessed at <https://www.sos.state.co.us/CCR/GenerateRulePdf.do?ruleVersionId=583&fileName=9%20CCR%202502-1>. Please submit your certifications to the CDHS County Liaisons, 1575 Sherman Street, 8th Floor, Denver, CO 80203, or via email to sarah.lipscomb@state.co.us or nicole.miera@state.co.us. Thank you for your assistance!

Enclosure

cc: Nicole Miera, CDHS Tribal and County Liaison
Sarah Lipscomb, CDHS County Liaison



CDHS Certification of Compliance - Year 2020
County Personnel and Merit System

Each county merit system shall function under the following principles and requirements in order to be in compliance with Section 26-1-120(8), C.R.S., and 9 CCR 2502-1 Rule 2.200:

- A. The recruitment, selection, and advancement of employees shall be on the basis of relative abilities, knowledge, and skills, including open consideration of qualified applicants for initial appointment.
- B. The system shall provide equitable and adequate compensation.
- C. The employees shall be trained as needed to assure high quality of performance.
- D. The system shall provide for retaining employees on the basis of the adequacy of their performance, correcting inadequate performance, and separating employees whose inadequate performance cannot be corrected.
- E. The system shall assure fair treatment of applicants and employees in all aspects of personnel administration without regard to political affiliation, race, color, national origin, sex, religious creed, age, or disability and with proper regard for the privacy and constitutional rights of such persons as citizens. This fair treatment principle shall include compliance with all Federal equal opportunity and nondiscrimination laws.
- F. The system shall assure that employees are protected against coercion for partisan political purposes and are prohibited from using their official authority for the purpose of interfering with or affecting the results of an election or a nomination for office.

_____ County certifies that it is in compliance with the above principles and criteria for the administration and operation of its County Personnel and Merit System for the reporting year 2020, and has a personnel system in place for the next calendar year to assure continuing compliance. The person signing below is authorized to undertake this certification.

The County Director is exempt from the County Merit System per the Transitional Plan submitted to the Colorado Department of Human Services. ☐ Yes ☐ No

By:

Signature

Date

Print Name
or designee)

Title (must be Board of County Commissioners





PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 10, 2019
SUBJECT: Traffic Impact Fee Adoption
FROM: Jill Jennings Golich, Director
AGENCY/DEPARTMENT: Community & Economic Development
HEARD AT STUDY SESSION ON: September 10, 2019
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves the proposed traffic impact fees with a phase-in over three years and an effective date of March 1, 2020.

BACKGROUND:

The Community and Economic Development Department has been working with Tischler Bise to review the County's general traffic impact fees assessed on new development and make policy recommendations. The County's general traffic impact fees have not been reviewed since 1998 and have not kept pace with the increase in population and associated demand on road infrastructure. Staff first presented the results of the traffic impact fee study at a study session on February 26, 2019.

Since 2017, the County staff and the consultant collected and reviewed data relating to traffic impacts in the County, as well as current and anticipated capital improvement plans. On October 25, 2017, April 18, 2018, and October 5, 2018, staff met with stakeholders representing the development community to discuss the study and solicit input. At the meetings, the attendees provided feedback on methodology of the study and general ideas on how to continue to find opportunities to provide the needed road improvements to support growth in the County. As a result of the February 26th study session, staff were instructed to do additional outreach to the Metro Denver Home Builders Association (HBA), as well as the stakeholder group representing the development community. Staff reached out to the HBA and hosted a meeting open to their members on July 10, 2019 and followed up with the development community stakeholder group via email on July 29, 2019. A meeting was offered, as well as the opportunity to respond with questions or concerns. No response was received.

Staff presented an update to the Board of County Commissioners (BoCC) on September 10, 2019 and the BoCC gave direction to move ahead with the traffic impact fees recommended in the study, including:

1. Accepting the findings of the traffic impact study.
2. Phasing the recommended fees in over a three-year period.
3. Waiving the traffic impact fees for low to moderate income housing projects that have established an affordability period of a minimum of 20 years via a covenant that runs with the land.
4. Amending the Adams County Development Standards and Regulations to implement the traffic impact study findings and recommendations to be presented to the BoCC.
5. Implementing the Phase 1 traffic impact fees, effective March 1, 2020.
6. Increasing the traffic impact fees on an annual basis after the first three years, consistent with the Consumer Price Index (CPI-U).

The attached Fee Schedule will allow the fees recommended by the 2019 Transportation Impact Fee Report to be phased in over three years. Proposed amendments to Chapter 5 of the County Development Standards and Regulations will be brought before the BoCC in February 2020. These amendments will include details about waivers from the fees for low to moderate income housing projects with affordability periods of at least 20 years.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Public Works Department
County Attorney's Office
Finance Department

ATTACHED DOCUMENTS:

Fee Schedule
Resolution
Final 2019 Transportation Impact Fee Report

FISCAL IMPACT:

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

Fund:**Cost Center:**

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

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

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING A FEE SCHEDULE FOR COUNTYWIDE TRAFFIC IMPACT
FEES

WHEREAS, C.R.S. § 29-20-104.5 authorizes counties to impose an impact fee to defray the projected impacts on capital facilities caused by new development; and,

WHEREAS, the Adams County Board of County Commissioners wishes to establish a traffic impact fee schedule ("Fee Schedule") to provide efficiency, economy, and uniformity in establishing and adjusting fees changed by Adams County; and,

WHEREAS, the fees are set forth to ensure payment of the proportional share of impacts from new development on existing capital facilities; and,

WHEREAS, the fees set forth in the Fee Schedule are reasonably calculated to compensate Adams County for the impacts on the County's capital facilities; and,

WHEREAS, any amendments or additions to the fees may be made by resolution approved by the Board of County Commissioners except that upon the Traffic Impact Fees reaching their maximum amount in 2022, starting on July 1, 2023, and on each July 1 thereafter, Community and Economic Development shall annually adjust the Traffic Impact Fees in an amount equal to the percentage change from the previous year in the CPI-U; and,

WHEREAS, the annual adjustments will be reflected in a fee schedule issued by the Director of the Community and Economic Development Department, and made publicly available in advance of the fees becoming effective; and,

WHEREAS, the annual inflation adjustment shall apply to and be collected in conjunction with the issuance of any building permit on or after July of the year in which the adjustment is made, regardless of when the application for building permit was made; and,

WHEREAS, the term "CPI-U" means the United State Department of Labor Statistics (Bureau of Labor Statistics) Consumer Price Index for All Urban Consumers, All items, for the Denver-Boulder-Greeley, Colorado metropolitan area (1982-84-100); and,

WHEREAS, in the event the CPI-U is substantially changed, renamed, or abandoned by the United States Government, then in its place shall be substituted the index established by the United States Government that most closely resembles the CPI-U.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Adams, State of Colorado, that the Traffic Impact Fee Schedule, a copy of which is attached, is approved, to become effective March 1, 2020.

BE IT FURTHER RESOLVED that the Board of County Commissioners has determined that Affordable Housing Projects shall be exempted from paying traffic impact fees for any housing project, unit, or supportive service space restricted by law, contract, deed, covenant, or any other legally enforceable instrument to provide housing units only to income-qualified households for a period of not less than twenty (20) years in the Affordable Housing Project.

BE IT FURTHER RESOLVED that an Affordable Housing Project is defined as: (1) one that is constructed with the support of any combination of federal, state or local financial resources, including private activity bonds, tax credits, grants, loans, or other subsidies to incentivize the development of affordable housing, and that are restricted by law, contract, deed, covenant, or any other legally enforceable instrument to provide housing units only to income-qualified households; and (2) any residential dwelling unit that is built by any charitable, religious, or other non-profit entity and deed-restricted to ensure the affordability of the dwelling unit to low and moderate income households for a period of not less than twenty (20) years.

WEST SERVICE AREA			
Land Use Types	Impact Fee Charged		
RESIDENTIAL (square feet of finished living space)	PHASE 1 (3/1/2020 – 2/28/2021)	PHASE 2 (3/1/2021 – 2/28/2022)	PHASE 3 (3/1/2022 -)
900 or less	\$1,492	\$2,096	\$2,700
901 to 1,300	\$1,959	\$2,934	\$3,910
1,301 to 1,800	\$2,245	\$3,507	\$4,769
1,801 to 2,400	\$2,946	\$4,292	\$5,639
2,401 or more	\$3,190	\$4,780	\$6,371
NON-RESIDENTIAL (per 1,000 square feet of floor area)	PHASE 1 (3/1/2020 – 2/28/2021)	PHASE 2 (3/1/2021 – 2/28/2022)	PHASE 3 (3/1/2022 -)
Retail	\$4,872	\$5,481	\$6,089
Office/Service	\$2,423	\$2,489	\$2,555
Industrial	\$1,031	\$1,031	\$1,031

EAST SERVICE AREA			
Land Use Types	Impact Fee Charged		
RESIDENTIAL (square feet of finished living space)	PHASE 1 (3/1/2020 – 2/28/2021)	PHASE 2 (3/1/2021 – 2/28/2022)	PHASE 3 (3/1/2022 -)
900 or less	\$1,561	\$2,233	\$2,906
901 to 1,300	\$1,865	\$2,747	\$3,629
1,301 to 1,800	\$2,036	\$3,090	\$4,143
1,801 to 2,400	\$2,621	\$3,643	\$4,665
2,401 or more	\$2,736	\$3,872	\$5,009
NON-RESIDENTIAL (per 1,000 square feet of floor area)	PHASE 1 (3/1/2020 – 2/28/2021)	PHASE 2 (3/1/2021 – 2/28/2022)	PHASE 3 (3/1/2022 -)
Retail	\$4,321	\$4,379	\$4,436
Office/Service	\$1,862	\$1,862	\$1,862
Industrial	\$751	\$751	\$751



2019 Transportation Impact Fee Report

Prepared for:

Adams County, Colorado

March 4, 2019

Prepared by:

TischlerBise
FISCAL | ECONOMIC | PLANNING

4701 Sangamore Road
Suite S240
Bethesda, Maryland 20816
301.320.6900
www.tischlerbise.com

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INTRODUCTION

Adams County's Transportation Impact Fee study was completed in 1998. Since that time, the State of Colorado has implemented a new impact fee statute, demographics, the real estate market and capital cost of transportation improvements have changed, requiring an update of the fee study. Transportation impact fees are one-time payments for new development's proportionate share of the capital cost of infrastructure. Transportation impact fees do have limitations and should not be regarded as the total solution for transportation infrastructure funding. Rather, they are one component of a comprehensive funding strategy to ensure provision of adequate public facilities. Transportation impact fees may only be used for capital improvements or debt service for growth-related infrastructure. Transportation impact fees may not be used for operations, maintenance, replacement of infrastructure, or correcting existing deficiencies. Although Colorado is a "home-rule" state and home-rule municipalities were already collecting "impact fees" under their home-rule authority granted in the Colorado Constitution, the Colorado Legislature passed enabling legislation in 2001, as discussed further below.

Colorado Impact Fee Enabling Legislation

For local governments, the first step in evaluating funding options for transportation improvements is to determine basic options and requirements established by state law. Some states have more conservative legal parameters that basically restrict local government to specifically authorized actions. In contrast, "home-rule" states grant local governments broader powers that may or may not be precluded or preempted by state statutes depending on the circumstances and on the state's particular laws.

Impact fees are one-time payments imposed on new development that must be used solely to fund growth-related capital projects, typically called "system improvements". An impact fee represents new growth's proportionate share of capital facility needs. In contrast to project-level improvements, impact fees fund infrastructure that will benefit multiple development projects, or even the entire service area, as long as there is a reasonable relationship between the new development and the need for the growth-related infrastructure. Project-level improvements, typically specified in a development agreement, are usually limited to transportation improvements near a proposed development, such as ingress/egress lanes.

According to Colorado Revised Statute Section 29-20-104.5, impact fees must be legislatively adopted at a level no greater than necessary to defray impacts generally applicable to a broad class of property. The purpose of impact fees is to defray capital costs directly related to proposed development. The statutes of other states allow impact fee schedules to include administrative costs related to impact fees and the preparation of capital improvement plans, but this is not specifically authorized in Colorado's statute. Impact fees do have limitations and should not be regarded as the total solution for infrastructure funding. Rather, they are one component of a comprehensive portfolio to ensure adequate provision of public facilities. Because system improvements are larger and more costly they may require bond financing and/or funding from other revenue sources. To be funded by impact fees, Section 29-20-104.5 requires that the capital improvements must have a useful life of at least five years. By law, impact fees can only be used for capital improvements, not operating or maintenance costs. Also, impact fees cannot be used to repair or correct existing deficiencies in existing infrastructure.

Additional Legal Guidelines

Both state and federal courts have recognized the imposition of impact fees on development as a legitimate form of land use regulation, provided the fees meet standards intended to protect against regulatory takings. Land use regulations, development exactions, and impact fees are subject to the Fifth Amendment prohibition on taking of private property for public use without just compensation. To comply with the Fifth Amendment, development regulations must be shown to substantially advance a legitimate governmental interest. In the case of impact fees, that interest is the protection of public health, safety, and welfare by ensuring development is not detrimental to the quality of essential public services. The means to this end is also important, requiring both procedural and substantive due process. The process followed to receive community input (i.e. stakeholder meetings, work sessions, and public hearings) provides opportunities for comments and refinements to the impact fees.

There is little federal case law specifically dealing with impact fees, although other rulings on other types of exactions (e.g., land dedication requirements) are relevant. In one of the most important exaction cases, the U. S. Supreme Court found that a government agency imposing exactions on development must demonstrate an “essential nexus” between the exaction and the interest being protected (see *Nollan v. California Coastal Commission*, 1987). In a more recent case (*Dolan v. City of Tigard, OR*, 1994), the Court ruled that an exaction also must be “roughly proportional” to the burden created by development.

There are three reasonable relationship requirements for development impact fees that are closely related to “rational nexus” or “reasonable relationship” requirements enunciated by a number of state courts. Although the term “dual rational nexus” is often used to characterize the standard by which courts evaluate the validity of development impact fees under the U.S. Constitution, TischlerBise prefers a more rigorous formulation that recognizes three elements: “need,” “benefit,” and “proportionality.” The dual rational nexus test explicitly addresses only the first two, although proportionality is reasonably implied, and was specifically mentioned by the U.S. Supreme Court in the *Dolan* case. Individual elements of the nexus standard are discussed further in the following paragraphs.

All new development in a community creates additional demands on some, or all, public facilities provided by local government. If the capacity of facilities is not increased to satisfy that additional demand, the quality or availability of public services for the entire community will deteriorate. Development impact fees may be used to cover the cost of development-related facilities, but only to the extent that the need for facilities is a consequence of development that is subject to the fees. The *Nollan* decision reinforced the principle that development exactions may be used only to mitigate conditions created by the developments upon which they are imposed. That principle likely applies to impact fees. In this study, the impact of development on infrastructure needs is analyzed in terms of quantifiable relationships between various types of development and the demand for specific facilities, based on applicable level-of-service standards.

The requirement that exactions be proportional to the impacts of development was clearly stated by the U.S. Supreme Court in the *Dolan* case and is logically necessary to establish a proper nexus. Proportionality is established through the procedures used to identify development-related facility costs, and in the methods used to calculate impact fees for various types of facilities and categories of

development. The demand for facilities is measured in terms of relevant and measurable attributes of development (e.g. a typical housing unit's average weekday vehicle trips).

A sufficient benefit relationship requires that impact fee revenues be segregated from other funds and expended only on the facilities for which the fees were charged. The calculation of impact fees should also assume that they will be expended in a timely manner and the facilities funded by the fees must serve the development paying the fees. However, nothing in the U.S. Constitution or the state enabling legislation requires that facilities funded with fee revenues be available exclusively to development paying the fees. In other words, benefit may extend to a general area including multiple real estate developments. Procedures for the earmarking and expenditure of fee revenues are discussed near the end of this study. All of these procedural as well as substantive issues are intended to ensure that new development benefits from the impact fees they are required to pay. The authority and procedures to implement impact fees is separate from and complementary to the authority to require improvements as part of subdivision or zoning review.

Impact fees must increase the carrying capacity of the transportation system. Capacity projects include but are not limited to the addition of travel lanes, intersection improvements (i.e., turning lanes, signalization or roundabouts) and widening roads (e.g. adding travel lanes, paved shoulders, and bike lanes). Whenever improvements are made to existing roads, non-impact fee funding is typically required to help pay a portion of the cost.

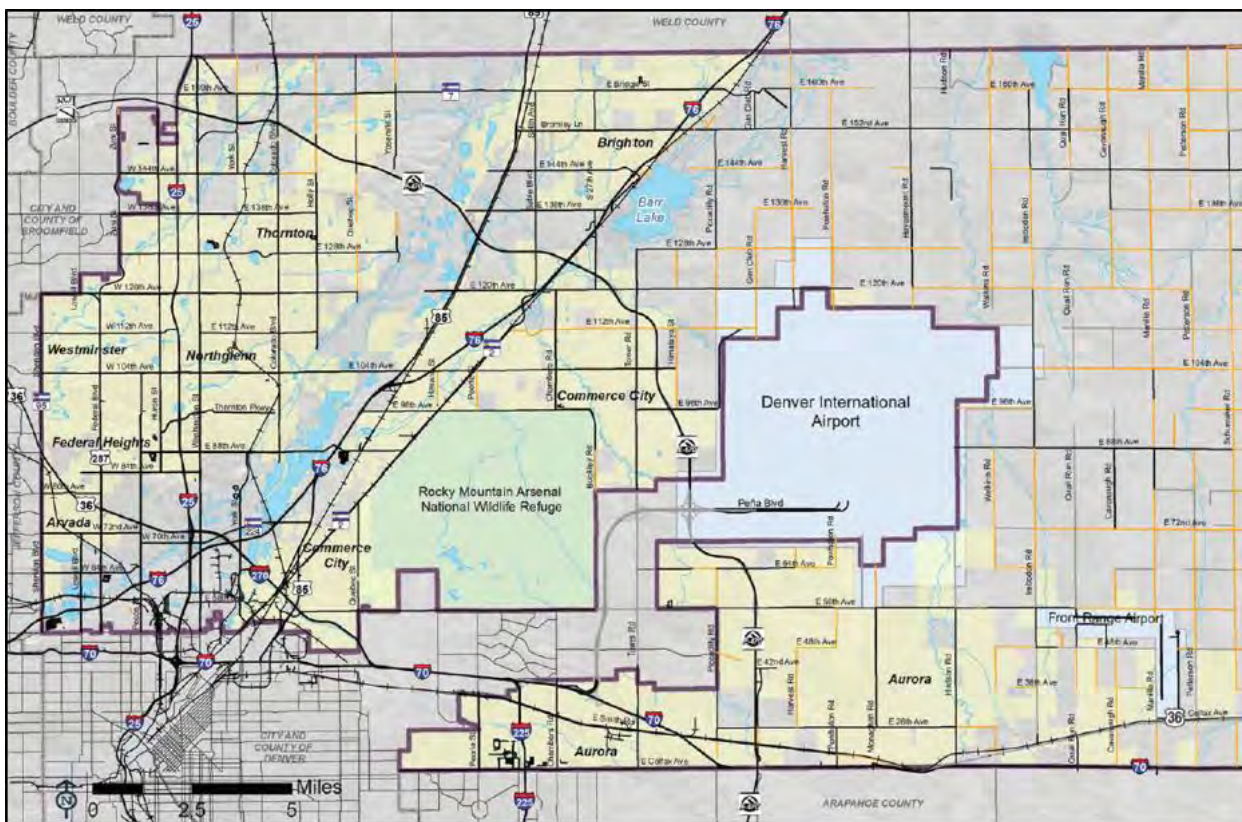
Current and Proposed Transportation Impact Fee

After reviewing the County's 1998 transportation impact fee study, collaborating with County staff, and receiving input from a stakeholder group, TischlerBise recommends several changes to the proposed transportation impact fees.

- First, the proposed transportation impact fees will be easier to administer by switching from three residential housing unit categories (single family-detached, multifamily, and mobile homes) to fees based on dwelling size, measured by square feet of finished living space. Also, 39 nonresidential categories will be consolidated into three general nonresidential types.
- Second, the proposed fees improve proportionality for residential development because smaller dwellings, that typically have fewer persons, vehicles available, and lower trip generation rates, will no longer pay the same amount as larger dwellings that average more persons, vehicles available, and higher trip generation rates.
- Third, Transportation fees are currently collected and spent in the unincorporated portion of Adams County. Given the very different development patterns between the eastern (rural) and western (suburban/urban) areas of unincorporated County, TischlerBise recommends moving from a countywide transportation impact fee to two distinct service areas, which are based on planning areas contained in the 2012 Transportation Plan, prepared by Felsburg, Holt and Ullevig.

The boundary of the West Service Area is shown below in Figure 1.

Figure 1: West Service Area



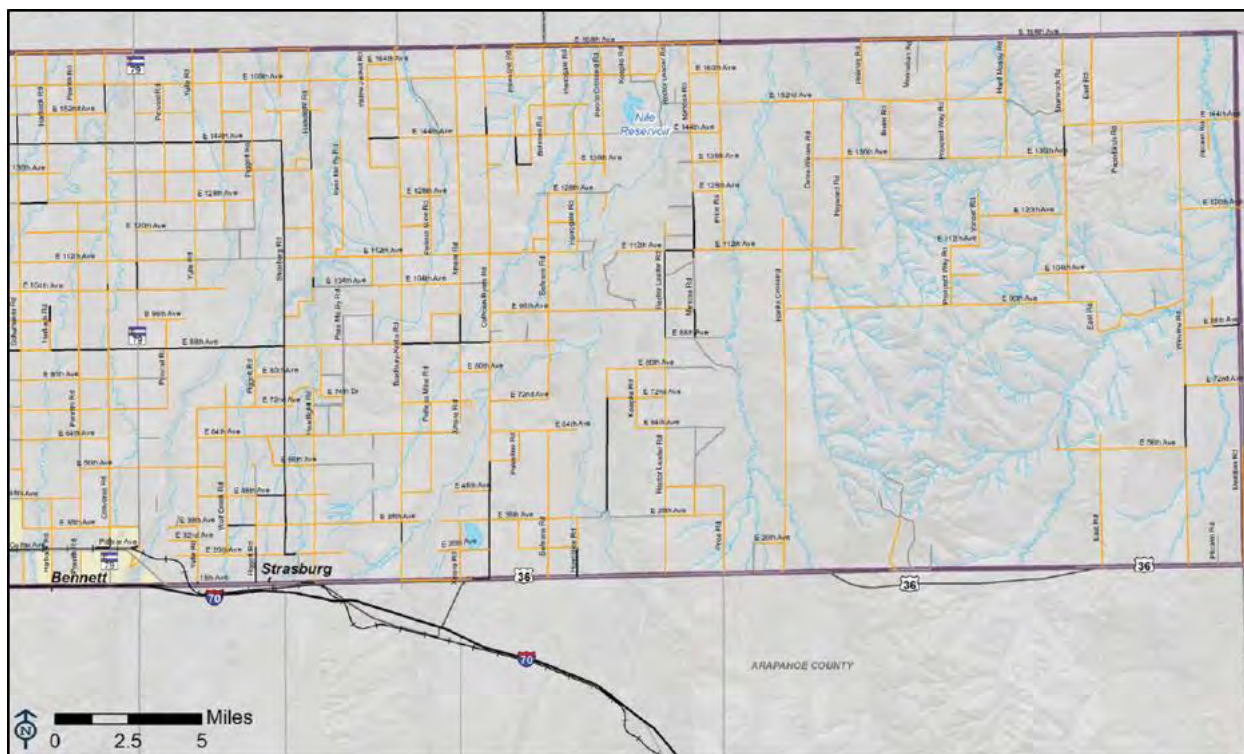
Current and proposed transportation impact fees for the West Service Area are summarized in Figure 2. The middle three columns of the table below indicate current transportation fees and the proposed increase or decrease. Proposed transportation fees decrease for industrial development but increase for retail and office. All residential units see significant increases in the impact fee amount. These residential and nonresidential increases are not surprising given it has been twenty years since the County's transportation impact fee methodology was updated.

Figure 2: Current and Proposed Transportation Impact Fees: West Service Area

Development Type	Transportation Impact Fee: West Area	Current County Fee (1998)	Increase or Decrease	Percent Change
Residential (per dwelling) by Sq Ft of Finished Living Space				
900 or less	\$2,700	\$888	\$1,812	204%
901 to 1300	\$3,910	\$983	\$2,927	298%
1301 to 1800	\$4,769	\$983	\$3,786	385%
1801 to 2400	\$5,639	\$1,599	\$4,040	253%
2401 or more	\$6,371	\$1,599	\$4,772	298%
Nonresidential (per 1,000 Square Feet of Floor Area)				
Retail	\$6,089	\$4,264	\$1,825	43%
Office/Service	\$2,555	\$2,357	\$198	8%
Industrial	\$1,031	\$1,552	(\$521)	-34%

The boundary of the East Service Area is shown below in Figure 3.

Figure 3: East Service Area



Current and proposed transportation impact fees for the East Service Area are summarized in Figure 4. The middle three columns of the table below indicate current transportation fees and the proposed increase or decrease. Proposed nonresidential transportation impact fees decrease for the office/service and industrial land use categories. All residential units see increases in the impact fee amount. Similar to the West Service Area, these residential increases are not surprising given it has been twenty years since the County's transportation impact fee methodology was updated.

Figure 4: Current and Proposed Transportation Impact Fees: East Service Area

Development Type	Transportation Impact Fee: East Area	Current County Fee (1998)	Increase or Decrease	Percent Change
Residential (per dwelling) by Sq Ft of Finished Living Space				
900 or less	\$2,906	\$888	\$2,018	227%
901 to 1300	\$3,629	\$983	\$2,646	269%
1301 to 1800	\$4,143	\$983	\$3,160	321%
1801 to 2400	\$4,665	\$1,599	\$3,066	192%
2401 or more	\$5,009	\$1,599	\$3,410	213%
Nonresidential (per 1,000 Square Feet of Floor Area)				
Retail	\$4,436	\$4,264	\$172	4%
Office/Service	\$1,861	\$2,357	(\$496)	-21%
Industrial	\$751	\$1,552	(\$801)	-52%

Figure 5 provides a comparison of current and proposed transportation impact fees in Adams County to other counties along the Front Range of Colorado. Given it has been twenty years since the County updated the transportation impact fee methodology, we have also shown the 1998 fees, adjusted to 2018 dollars.

Figure 5: Transportation Impact Fee Comparisons

Jurisdiction	Single Family Housing Unit*	Retail (per 1,000 Sq. Ft.)	Service (per 1,000 Sq. Ft.)	Industrial (per 1,000 Sq. Ft.)
<i>Adams County - Proposed Fees (West Area)</i>	<i>\$5,639</i>	<i>\$6,089</i>	<i>\$2,357</i>	<i>\$1,552</i>
<i>Adams County - Proposed Fees (East Area)</i>	<i>\$4,665</i>	<i>\$4,436</i>	<i>\$1,861</i>	<i>\$751</i>
<i>Adams County - Current Fees, 2018\$</i>	<i>\$2,469</i>	<i>\$6,585</i>	<i>\$3,640</i>	<i>\$2,397</i>
<i>Adams County - Current Fees, 1998\$</i>	<i>\$1,599</i>	<i>\$4,264</i>	<i>\$2,357</i>	<i>\$1,552</i>
Weld County, 2010 Fees	\$2,406	\$3,336	\$2,220	\$2,177
Jefferson County, 2018 Fees	\$2,466	\$5,360	\$3,590	\$1,550
Arapahoe County, 2017 Fees (East)	\$2,531	\$3,806	\$2,223	\$769
Larimer County - Proposed 2018 Fees	\$4,168	\$5,461	\$3,213	\$1,296

Note: fee amounts shown for a 1,900 square foot detached housing unit

GENERAL METHODS FOR IMPACT FEES

There are three general methods for calculating impact fees. The choice of a particular method depends primarily on the timing of infrastructure construction (past, concurrent, or future) and service characteristics of the facility type being addressed. Each method has advantages and disadvantages and can be used simultaneously for different cost components.

Reduced to its simplest terms, the process of calculating impact fees involves two main steps: (1) determining the cost of development-related capital improvements and (2) allocating those costs equitably to various types of development. In practice, though, the calculation of development impact fees can become quite complicated because of the many variables involved in defining the relationship between development and the need for facilities within the designated service area. The following paragraphs discuss three basic methods for calculating impact fees and how those methods can be applied to Adams County.

Cost Recovery Method (past improvements)

Although not used in Adams County, the rationale for recoupment, or cost recovery, is that new development is paying for its share of the useful life and remaining capacity of facilities already built, or land already purchased, from which new growth will benefit. This methodology is often used for utility systems that must provide adequate capacity before new development can take place.

Incremental Expansion Method (concurrent improvements)

The incremental expansion method documents current level-of-service (LOS) standards for transportation, using both quantitative and qualitative measures. This approach assumes there are no existing infrastructure deficiencies or surplus capacity in the transportation system. New development is only paying its proportionate share for growth-related infrastructure. Revenue will be used to expand or provide additional facilities, as needed, to accommodate new development. An incremental expansion cost method is best suited for public facilities that will be expanded in regular increments to keep pace with development.

Plan-Based Method (future improvements)

Transportation impact fees in Adams County are calculated using the plan-based method, with the fees in the West Service Area calculated using a proprietary plan-based hybrid developed by TischlerBise and the fees in the East Service Area calculated using a traditional plan-based approach. This method allocates costs for a specified set of improvements to a specified amount of development. Improvements are typically identified in a long-range facility plan and development potential is identified by a land use plan. There are two basic options for determining the cost per demand unit: 1) total cost of a public facility can be divided by total service units (average cost), or 2) the growth-share of the public facility cost can be divided by the net increase in service units over the planning timeframe (marginal cost).

Evaluation of Possible Credits

Regardless of the methodology, a consideration of “credits” is integral to the development of a legally defensible impact fee methodology. There are two types of “credits” with specific characteristics, both

of which should be addressed in impact fee studies and ordinances. The first is a revenue credit due to possible double payment situations, which could occur when other revenues may contribute to the capital costs of infrastructure covered by the impact fee. This type of credit is integrated into the development impact fee calculation, thus reducing the fee amount. The second is a site-specific credit or developer reimbursement for construction of system improvements. This type of credit is addressed in the administration and implementation of the impact fee program.

TRANSPORTATION IMPACT FEE: WEST SERVICE AREA

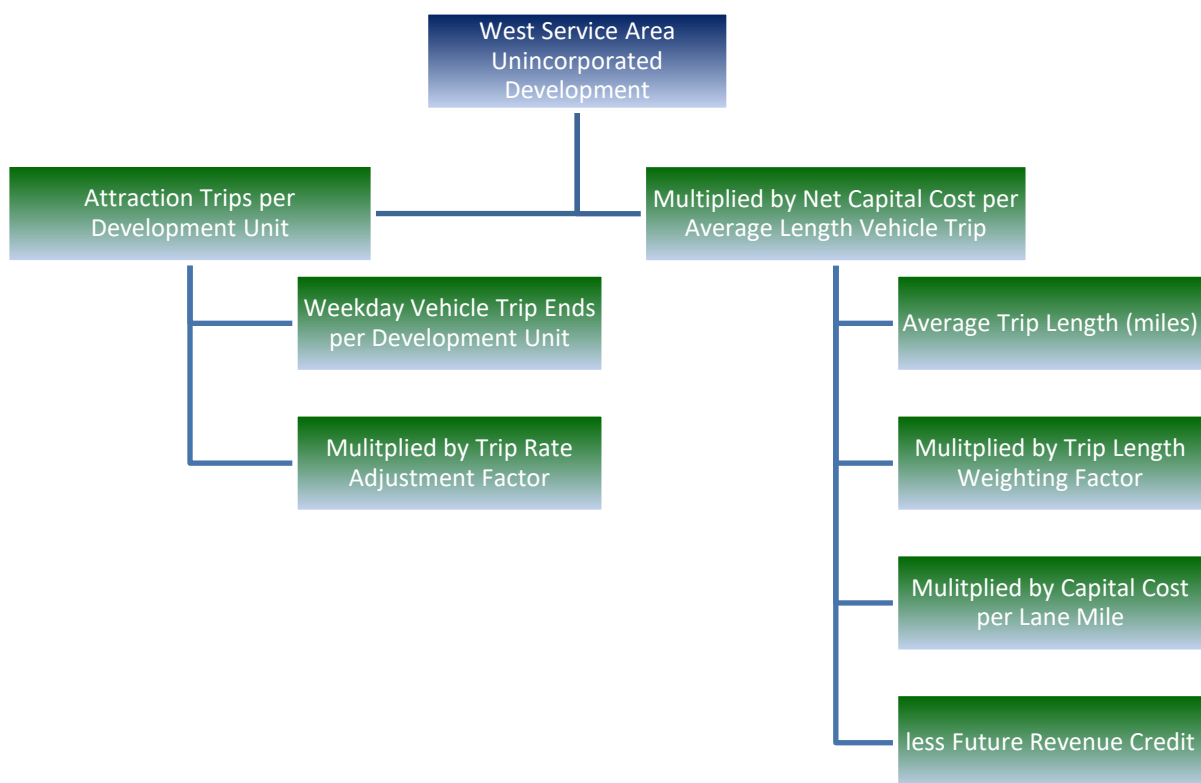
The transportation impact fees in the West Service Area are derived using a proprietary hybrid of the plan-based approach. As shown in the formula and Figure 6 below, the West Area transportation impact fee is the product of Vehicle Miles of Travel (VMT) per development unit multiplied by the net capital cost per VMT for transportation capacity.

$$\text{Transportation Impact Fee} = \text{VMT (vehicle miles of travel) per Development Unit} \times \text{Capital Cost per VMT}$$

VMT is equal to the trip generation rate, multiplied by primary trip adjustment factor, average trip length (in miles) and trip-length weighting factor. The capital cost per VMT is based on the projected ten-year growth-cost of transportation improvements, divided by the increase in projected VMT over ten years. Each component is described below.

Current infrastructure standards and projected development in the West Service Area in unincorporated Adams County are used to determine the general need for growth-related transportation improvements. Adams County will periodically identify specific transportation capital improvements during the regular, annual budget process. As discussed further in the Implementation and Administration Section, Adams County will follow expenditure guidelines to ensure benefit to fee payers.

Figure 6: West Service Area Transportation Impact Fee Methodology Chart



Trip Generation Rates: West Service Area

As an alternative to simply using the national average trip generation rate for residential development, published by the Institute of Transportation Engineers (ITE), TischlerBise derived custom trip rates using local demographic data. Key inputs needed for the analysis (i.e. vehicles available, housing units and persons) are available from American Community Survey (ACS) data for the unincorporated area of Adams County.

Unincorporated Area Control Totals

Figure 7 indicates the average number of residents per housing unit for three levels of geography. At the top are countywide data, the middle is data for the incorporated areas of the County, and the bottom of the figure provides data for the unincorporated area. Typically, unincorporated places have more persons per dwelling, this is the case for multifamily units in Adams County. However, single family units in the unincorporated areas have a slightly lower persons per housing unit compared to the countywide average. This is a result of a higher vacancy rate in the unincorporated County.

Figure 7: Persons per Housing Unit**Countywide, Adams County**

Housing Type	Persons	Households	Housing Units	Persons per Housing Unit	Vacancy Rate
Single Family [1]	381,617	120,504	125,400	3.04	4%
Multifamily [2]	85,606	36,034	39,646	2.16	9%
Total	467,223	156,538	165,046	2.83	5%

[1] Includes attached and detached single family homes and mobile homes

[2] Includes all other types

Source: U.S. Census Bureau, 2011-2015 American Community Survey 5-Year Estimates

Incorporated Adams County

Housing Type	Persons	Households	Housing Units	Persons per Housing Unit	Vacancy Rate
Single Family [1]	298,484	94,098	97,500	3.06	3%
Multifamily [2]	73,808	31,775	35,013	2.11	9%
Total	372,292	125,873	132,513	2.81	5%

[1] Includes attached and detached single family homes and mobile homes

[2] Includes all other types

Source: U.S. Census Bureau, 2011-2015 American Community Survey 5-Year Estimates

Unincorporated Adams County

Housing Type	Persons	Households	Housing Units	Persons per Housing Unit	Vacancy Rate
Single Family [1]	83,133	26,406	27,900	2.98	5%
Multifamily [2]	11,798	4,259	4,633	2.55	8%
Total	94,931	30,665	32,533	2.92	6%

[1] Includes attached and detached single family homes and mobile homes

[2] Includes all other types

Source: U.S. Census Bureau, 2011-2015 American Community Survey 5-Year Estimates

Trip generation rates are also dependent upon the average number of vehicles available per dwelling. Figure 8 indicates vehicles available for all of Adams County, incorporated places, and the unincorporated area. As expected, the unincorporated area has more vehicles available per dwelling than housing units located within incorporated places.

Figure 8: Vehicles Available per Housing Unit

Countywide		Households (2)			Vehicles per Household by Tenure
Tenure	Vehicles Available (1)	Single Family*	Multifamily	Total	
Owner-occupied	225,760	97,545	3,498	101,043	2.23
Renter-occupied	87,082	22,959	32,626	55,585	1.57
Total	312,842	120,504	36,124	156,628	2.00
Units per Structure	Vehicles Available	Housing Units (3)	Vehicles per Housing Unit		
Single family	253,913	125,400	2.02		
Multifamily	58,929	39,646	1.49		
Total	312,842	165,046	1.90		
Incorporated Places		Households (2)			Vehicles per Household by Tenure
Tenure	Vehicles Available (1)	Single Unit Detached or Attached	All Other	Total	
Owner-occupied	174,896	76,608	2,977	79,585	2.20
Renter-occupied	71,203	17,490	28,883	46,373	1.54
Total	246,099	94,098	31,860	125,958	1.95
Units per Structure	Vehicles Available	Housing Units (3)	Vehicles per Housing Unit		
Single family	195,209	97,500	2.00		
Multifamily	50,890	35,013	1.45		
Total	246,099	132,513	1.86		
Unincorporated Area		Households (2)			Vehicles per Household by Tenure
Tenure	Vehicles Available (1)	Single Family*	Multifamily	Total	
Owner-occupied	50,864	20,937	521	21,458	2.37
Renter-occupied	15,879	5,469	3,743	9,212	1.72
Total	66,743	26,406	4,264	30,670	2.18
Units per Structure	Vehicles Available	Housing Units (3)	Vehicles per Housing Unit		
Single family	59,056	27,900	2.12		
Multifamily	7,687	4,633	1.66		
Total	66,743	32,533	2.05		

(1) Vehicles available by tenure from Table B25046, American Community Survey, 2015.

(2) Households by tenure and units in structure from Table B25032, American Community

(3) Housing units from Table B25024, American Community Survey, 2015.

* Includes single family detached, attached, mobile home

Demand Indicators by Dwelling Size

Custom tabulations of demographic data by bedroom range can be created from individual survey responses provided by the U.S. Census Bureau, in files known as Public Use Micro-Data Samples (PUMS).

Because PUMS files are available for areas of roughly 100,000 persons, Adams County is included in Public Use Micro-Data Areas (PUMA) 805, 806 and 807. At the top of Figure 9, in the cells with yellow shading, are the survey results for **Western Adams County**. The unadjusted number of persons and vehicles available per dwelling, derived from the PUMS data, were adjusted downward to match the control totals for the unincorporated area, as documented above in Figures 7 and 8.

In comparison to the national averages based on ITE traffic studies, the unincorporated area of Western Adams County has fewer persons per dwelling, but a greater number of vehicles per dwelling. Rather than rely on one methodology, the recommended multipliers shown below with grey shading and bold numbers are an average of trips rates based on persons and vehicles available for all types of housing units. In the unincorporated area of Western Adams County, each housing unit is expected to yield an average of 9.85 Average Weekday Vehicle Trip Ends (AWVTE), compared to the national average of 9.14 trips ends per household.

Figure 9: Average Weekday Vehicle Trip Ends by Bedroom Range

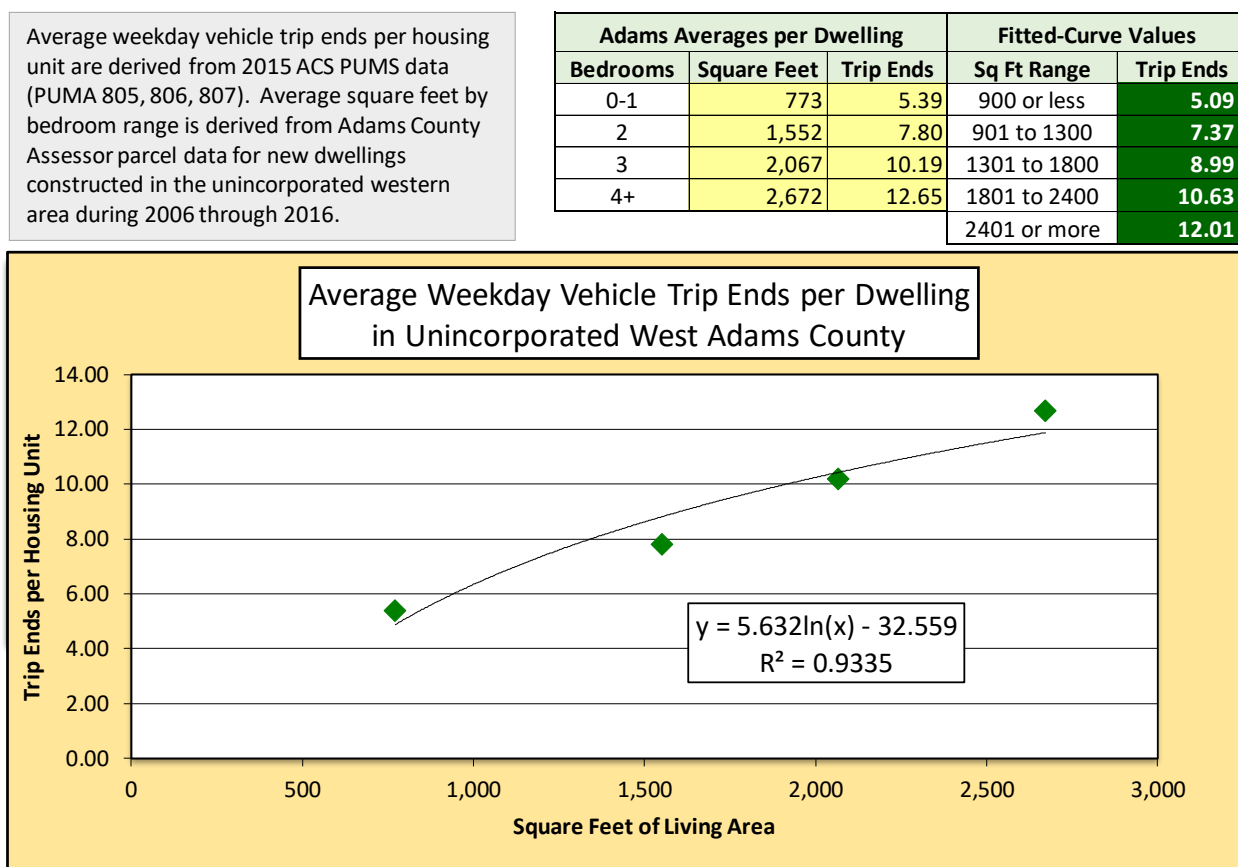
West Adams County 2015 Data								
Bedroom Range	Persons (1)	Vehicles Available (1)	Housing Units (1)	Adams Co. Hsg Mix	Unadjusted Persons/HU	Adjusted Persons/HU (2)	Unadjusted VehAvl/HU	Adjusted VehAvl/HU (2)
0-1	783	566	536	9.82%	1.46	1.50	1.06	1.14
2	2,578	1,907	1,236	22.64%	2.09	2.15	1.54	1.66
3	5,800	4,510	2,203	40.35%	2.63	2.71	2.05	2.21
4+	5,043	3,699	1,485	27.20%	3.40	3.50	2.49	2.69
Total	14,204	10,682	5,460		2.60	2.68	1.96	2.11
National Averages According to ITE, 2017								
ITE Code	AWVTE per Person	AWVTE per Vehicle Available	AWVTE per Housing Unit	Unincorp Hsg Mix	Persons per Housing Unit		Veh Avl per Housing Unit	
220 Apt	1.42	5.10	7.32	14%	5.15		1.44	
210 SFD	2.65	6.36	9.44	86%	3.56		1.48	
Wgtd Avg	2.48	6.18	9.14		3.78		1.47	
Recommended AWVTE per Dwelling by Bedroom Range				<div>(1) American Community Survey, Public Use Microdata Sample for CO PUMAs 805, 806, and 807 (2015 Five-Year unweighted data). (2) Adjusted multipliers are scaled to make the average PUMS values match control totals for the unincorporated area, based on American Community Survey 2015 data. (3) Adjusted persons per housing unit multiplied by national weighted average trip rate per person. (4) Adjusted vehides available per housing unit multiplied by national weighted average trip rate per vehicle available. (5) Average of trip rates based on persons and vehicles available per housing unit.</div>				
Bedroom Range	AWVTE per Housing Unit Based on Persons (3)	AWVTE per Hsg Unit Based on Vehicles Available (4)	Unincorp Adams AWVTE per Housing Unit (5)					
0-1	3.72	7.05	5.39					
2	5.33	10.26	7.80					
3	6.72	13.66	10.19					
4+	8.68	16.62	12.65					
Total	6.65	13.04	9.85					
AWVTE per Dwelling by House Type								
ITE Code	AWVTE per Housing Unit Based on Persons (3)	AWVTE per Hsg Unit Based on Vehicles Available (4)	Unincorp Adams AWVTE per Housing Unit (5)	Unincorp Adams Co. Persons/HU		Unincorp Adams Co. VehAvl/HU		
220 Apt	3.93	10.26	7.10	1.59		1.66		
210 SFD	5.06	13.10	9.08	2.04		2.12		
All Types	6.65	13.04	9.85	2.68		2.11		

Trip Generation by Floor Area

To derive average weekday vehicle trip ends by dwelling size in the West Service Area, TischlerBise matched trip generation rates and average floor area, by bedroom range, as shown in Figure 10. The logarithmic trend line formula, derived from the four actual averages in Adams County, is used to derive estimated trip ends by dwelling size. A mid-size housing unit is estimated to range from 1301-1800 square

feet of finished living space. A small unit (900 square feet or less) would pay 57% of the transportation impact fee paid by a mid-size unit. A large unit of 2,401 square feet or more would pay 133% of the transportation impact fee paid by a mid-size unit. If Adams County were to continue with its present practice of a “one-size-fits-all” approach, smaller housing units will be required to pay more than their proportionate share while large units will pay less than their proportionate share. TischlerBise does not recommend an average fee by house type because it makes small units less affordable and essentially subsidizes larger units.

Figure 10: Vehicle Trips by Dwelling Size: West Service Area



Adjustments for Commuting Patterns and Pass-By Trips

For residential units, the trip adjustment factor includes several components, shown below in Figure 11. According to the National Household Travel Survey (2009), home-based work trips are typically 31 percent of “production” trips, out-bound trips (which are 50 percent of all trip ends). Also, utilizing the most recent data from the Census Bureau's web application “OnTheMap”, 71 percent of Adams County's workers travel outside the County for work. In combination, these factors account for 11 percent of additional production trips ($0.31 \times 0.50 \times 0.71 = 0.11$). The total adjustment factor for residential housing units

includes attraction trips (50 percent of trip ends) plus the journey-to-work commuting adjustment (11 percent of production trips) for a total of 61 percent.

Figure 11: Inflow/Outflow Analysis

Employed Adams County Residents (2015)	224,122
Adams County Residents Working in County (2015)	64,585
Adams County Residents Commuting Outside County for Work	159,537
Percent Commuting out of the County	71%
Additional Production Trips	11%
Residential Trip Adjustment Factor	61%

Source: U.S. Census, OnTheMap Application, 2015

For commercial development, the trip adjustment factor is less than 50% because retail development and some services, like schools and daycare, attract vehicles as they pass by on arterial and collector roads. For example, when someone stops at a convenience store on the way home from work, the convenience store is not the primary destination. For the average shopping center, ITE indicates that 34% of the vehicles that enter are passing by on their way to some other primary destination. The remaining 66% of attraction trips have the commercial site as their primary destination. Because attraction trips are half of all trips, the trip adjustment factor is 66% multiplied by 50%, or approximately 34% of the trip ends.

Vehicle Miles of Travel

A Vehicle Mile of Travel (VMT) is a measurement unit equal to one vehicle traveling one mile. In the aggregate, VMT is the product of vehicle trips multiplied by the average trip length¹. For the purpose of transportation impact fees, the average trip length in Adams County is calibrated to existing lane miles of County arterials within the unincorporated area of the West Service Area. According to data provided by Adams County staff, there are currently 153 lane miles of arterials in the West Service Area of unincorporated Adams County.

Lane Capacity

Transportation impact fees are based on a lane capacity standard of 8,000 vehicles per lane, which is from the 2012 Adams County Transportation Plan. The lane capacity standard was reviewed by Adams County staff and found to be reasonable for existing arterials within the unincorporated area.

¹ Typical VMT calculations for development-specific traffic studies, along with most transportation models of an entire service area, are derived from traffic counts on particular road segments multiplied by the length of that road segment. For the purpose of impact fees, VMT calculations are based on attraction (inbound) trips to development located in the service area, with the trip length calibrated to the road network considered to be system improvements. This refinement eliminates pass-through or external-external trips, and travel on roads that are not system improvements (e.g. interstate highways).

Trip Length Weighting Factor by Type of Land Use

The transportation impact fee methodology includes a percentage adjustment, or weighting factor, to account for trip length variation by type of land use. As documented in Table 6 of the 2009 National Household Travel Survey, vehicle trips from residential development are approximately 121% of the average trip length. The residential trip length adjustment factor includes data on home-base work trips, social, and recreational purposes. Conversely, shopping trips associated with commercial development are roughly 66% of the average trip length while other nonresidential development typically accounts for trips that are 73% of the average for all trips.

Development Prototypes and Projected Travel Demand

The relationship between development in the West Service Area of unincorporated Adams County and the need for arterial transportation system improvements is documented below. Figure 12 summarizes the input variables used to determine the average trip length on unincorporated County roads in the West Service Area. In the tables below, DU means dwelling units, KSF means square feet of nonresidential development, in thousands, Institute of Transportation Engineers is abbreviated ITE, and VTE means vehicle trip ends.

Projected unincorporated County development in the West Service Area over the next ten years is shown in the middle section of Figure 12. Trip generation rates and trip adjustment factors convert projected development into average weekday vehicle trips. A typical vehicle trip, such as a person leaving their home and traveling to work, generally begins on a local street that connects to a collector street, which connects to an arterial road and eventually to a state or interstate highway. This progression of travel up and down the functional classification chain limits the average trip length determination, for the purpose of transportation impact fees, to the following question, “What is the average vehicle trip length on transportation fee system improvements (i.e. arterials in the unincorporated area of the West Service Area)?”

With 153 arterial lane miles and a lane capacity standard of 8,000 vehicles per lane, the existing network of unincorporated County roads in the West Service Area has 1,224,000 vehicle miles of capacity (i.e., 8,000 vehicles per lane multiplied by 153 lane miles). To derive the average utilization (i.e., average trip length expressed in miles) of the system improvements, divide vehicle miles of capacity by the vehicle trips attracted to development in the service area. As shown in the bottom-left corner of the table below, existing development attracts 255,070 average weekday vehicle trips. Dividing 1,224,000 vehicle miles of capacity by inbound average weekday vehicle trips *yields an un-weighted* average trip length of approximately 4.79 miles. However, the calibration of average trip length includes the same adjustment factors used in the transportation impact fee calculations (i.e., journey-to-work commuting, commercial pass-by adjustment and average trip length adjustment by type of land use). With these adjustments, TischlerBise determined the weighted-average trip length to be 4.66 miles.

Figure 12: West Service Area Unincorporated County Projected Travel Demand and Trip Length Calibration

Development Type	ITE Code	Wkdy VTE	Dev Unit	Trip Adj
0-1 Bedroom Residential	210	5.09	HU	61%
2 Bedrooms Residential	210	7.37	HU	61%
3 Bedrooms Residential	210	8.99	HU	61%
4+ Bedrooms Residential	210	10.63	HU	61%
Retail	820	37.75	KSF	34%
Service	710	9.74	KSF	50%
Industrial	140	3.93	KSF	50%

Avg Trip Length (miles)	4.66
Vehicle Capacity Per Lane	8,000

	2016	2017	2018	2019	2020	2021	2026	10-Year
	Base	1	2	3	4	5	10	Increase
0-1 Bedroom	231	232	233	233	234	234	237	6
2 Bedrooms	7,249	7,262	7,275	7,288	7,301	7,314	7,378	129
3 Bedrooms	16,551	16,635	16,719	16,803	16,887	16,971	17,390	839
4+ Bedrooms	6,360	6,430	6,500	6,570	6,639	6,709	7,058	698
Retail Floor Area (KSF)	2,557	2,647	2,736	2,826	2,915	3,014	3,524	967
Service Floor Area (KSF)	5,750	5,909	6,068	6,227	6,386	6,561	7,467	1,717
Industrial Floor Area (KSF)	14,725	15,093	15,462	15,830	16,198	16,604	18,698	3,973
0-1 Bedroom Trips	719	720	722	724	725	727	736	17
2 Bedrooms Trips	32,590	32,648	32,706	32,764	32,822	32,880	33,170	580
3 Bedrooms Trips	90,765	91,225	91,686	92,146	92,606	93,066	95,367	4,602
4+ Bedrooms Trips	41,240	41,693	42,146	42,599	43,052	43,504	45,769	4,528
Retail Trips	32,819	33,969	35,118	36,267	37,416	38,685	45,230	12,411
Service Trips	28,002	28,776	29,551	30,325	31,099	31,952	36,362	8,360
Industrial Trips	28,935	29,659	30,382	31,106	31,830	32,626	36,742	7,808
Total Vehicle Trips	255,070	258,690	262,310	265,930	269,550	273,442	293,376	38,306
Vehicle Miles of Travel (VMT)	1,226,768	1,240,883	1,254,999	1,269,114	1,283,229	1,298,229	1,374,786	148,019
Arterial Lane Miles (VMT)	153.35	155.11	156.87	158.64	160.40	162.28	171.85	18.50
Signalized Intersections	40.0	40.5	40.9	41.4	41.8	42.3	44.8	4.8

Potential Road Improvements and Cost Basis

The existing transportation infrastructure standard in the West Service Area in unincorporated Adams County is 1.24 lane-miles of unincorporated County arterial road per 10,000 VMT. The formula is 153 lane miles divided by 1,226,768 VMT divided by 10,000. To maintain the existing infrastructure standard, Adams County needs an additional 18.50 lane miles of system improvements to accommodate projected unincorporated development in the West Service Area over the next ten years.

Figure 13 contains a list of potential road projects the City may construct over the next ten years. The total estimated cost of these projects was used to determine the weighted average cost per lane mile of \$1,451,235.

Figure 13: Cost Basis Determined from Potential West Service Area Impact Fee Projects

CIP Project	Lanes	Length of Project (miles)	Lane Miles	Total Cost	County Share	County Cost per Lane Mile
York Street (Between HWY 224 to E. 78th Ave)	5.00	0.62	3.10	\$5,000,000	\$5,000,000	\$1,612,903
Dahlia Street (Hwy 224 to 70th Ave)	3.00	3.00	9.00	\$8,000,000	\$6,400,000	\$711,111
Lowell Blvd (Clear Creek and W 62nd Ave)	2.00	2.00	4.00	\$3,200,000	\$3,200,000	\$800,000
58th Ave (Between Washington and York)	5.00	1.00	5.00	\$7,000,000	\$7,000,000	\$1,400,000
York Street (58th to Hwy 224)	5.00	0.62	3.10	\$11,300,000	\$11,300,000	\$3,645,161
York Street (78th to 88th)	5.00	1.40	7.00	\$10,500,000	\$10,500,000	\$1,500,000
Pecos Street (52nd Ave to 58th Ave)	5.00	0.70	3.50	\$5,300,000	\$5,300,000	\$1,514,286
66th Ave (West of Broadway) Design	5.00	0.25	1.25	\$600,000	\$600,000	\$480,000
54th Ave (Washington to Franklin) Design	5.00	0.50	2.50	\$6,500,000	\$6,500,000	\$2,600,000
TOTAL	40.00	10.09	38.45	\$57,400,000	\$55,800,000	\$1,451,235

Revenue Credit Evaluation

As part of the transportation impact fee methodology TischlerBise has evaluated the potential for double payments through the impact fee and future revenue that may be generated to the County's Road & Bridge Fund. Given the plan-based hybrid methodology utilized for the West Service Area, based on existing infrastructure standards, with no regard for excess capacity that may exist in the system, TischlerBise recommends a future revenue credit for the West Service Area. As shown in Figure 14, tax revenue that is generated to the County's Road & Bridge Fund include property tax, sales tax, and specific ownership (vehicle) taxes. In order to calculate the future revenue credit, TischlerBise analyzed the percentage of Road & Bridge Fund expenditures that are spent on capital (both capacity projects and road reconstruction), which was 27 percent in the FY19 adopted budget. Therefore, TischlerBise assumed 27 percent of total tax revenue is spent on capital, which is slightly overstated since the Road & Bridge Fund does receive other revenues. We then calculate the percentage of tax revenue attributable to the West Service Area (73 percent) based on the percentage of West Service Area VMT to total unincorporated County VMT. The revenue attributable to the West Service Area is then divided by the projected VMT in a given year. For example, projected tax revenue spent on capital in Year 1 is \$5,521,934. The percentage attributable to the West Service Area is \$4,031, 012. This revenue is divided by the projected VMT of 1,240,883, for a credit of \$3.25 per VMT. To account for the time value of money, annual revenue projections per VMT are discounted using a net present value formula based on a rate of 4.5 percent. The total net present value per VMT for the West Service Area is \$27.17.

Figure 14: West Service Area Future Revenue Credit

Year	Property Tax	Sales Tax	Specific Ownership Tax	Total Tax Revenue	% Spent on Capital (27%)	% Attributable to West (73%)	Projected VMT	Credit per VMT
1	\$5,058,047	\$2,777,543	\$12,616,018	\$20,451,608	\$5,521,934	\$4,031,012	1,240,883	\$3.25
2	\$5,270,010	\$2,879,757	\$12,825,625	\$20,975,392	\$5,663,356	\$4,134,250	1,254,999	\$3.29
3	\$5,510,157	\$2,985,732	\$13,045,913	\$21,541,802	\$5,816,286	\$4,245,889	1,269,114	\$3.35
4	\$5,750,303	\$3,095,607	\$13,266,201	\$22,112,112	\$5,970,270	\$4,358,297	1,283,229	\$3.40
5	\$5,990,450	\$3,209,525	\$13,486,490	\$22,686,464	\$6,125,345	\$4,471,502	1,298,229	\$3.44
6	\$6,230,596	\$3,327,635	\$13,706,778	\$23,265,009	\$6,281,552	\$4,585,533	1,313,228	\$3.49
7	\$6,470,743	\$3,450,092	\$13,927,066	\$23,847,901	\$6,438,933	\$4,700,421	1,328,227	\$3.54
8	\$6,606,511	\$3,511,504	\$14,122,794	\$24,240,808	\$6,545,018	\$4,777,863	1,343,226	\$3.56
9	\$6,742,279	\$3,574,009	\$14,318,521	\$24,634,809	\$6,651,398	\$4,855,521	1,358,225	\$3.57
10	\$6,878,046	\$3,637,626	\$14,514,249	\$25,029,921	\$6,758,079	\$4,933,397	1,374,786	\$3.59
Total	\$60,507,142	\$32,449,030	\$135,829,655	\$228,785,826	\$61,772,173	\$45,093,686		\$34.48

Discount Rate	4.5%
Net Present Value	\$27.17

Source: Revenue projections are from EPS Local Finance Study, prepared for Adams County. VMT projection from TischlerBise, as are percentages of VMT by Service Area. Percentage of capital expenditures to overall revenue from FY2018 Adams County Budget

Proposed Transportation Impact Fees: West Service Area

Input variables for West Service Area transportation impact fees are shown in the upper section of Figure 15. Inbound vehicle trips by type of development are multiplied by the capacity cost per vehicle mile of travel to yield the proposed transportation impact fees. As an example, to maintain the current infrastructure standard for unincorporated County arterials in the West Service Area, Adams County needs to spend \$26,853,695 on unincorporated County arterial transportation improvements over the next ten years. When the 10-year growth share is divided by the projected increase of 148,019 vehicle miles of travel, the net capital cost is \$154.25 per VMT. The transportation impact fee calculation is shown below using input variables for retail development, as listed in Figure 12.

$$\begin{aligned}
 &37.75 \text{ weekday vehicle trip ends per 1,000 square feet} \\
 &\quad \times \\
 &0.34 \text{ adjustment factor for inbound trips, including pass-by} \\
 &\quad \times \\
 &4.66 \text{ average miles per trip} \\
 &\quad \times \\
 &0.66 \text{ trip length adjustment factor} \\
 &\quad \times \\
 &\$154.25 \text{ growth cost per VMT} \\
 &\quad = \\
 &\$6,089 \text{ per 1000 square feet (truncated)}
 \end{aligned}$$

The middle three columns of the table below indicate current transportation fees and the proposed increase or decrease. Proposed transportation fees decrease for industrial development but increase for retail and office/service uses. All residential units see significant increases in the impact fee amount. These residential and nonresidential increases are not surprising given it has been twenty years since the County's transportation impact fee methodology was updated.

Figure 15: Transportation Impact Fees: West Service Area

Input Variables for Unincorporated Area	Average Miles per Trip			4.66				
	Cost per Additional Lane Mile =>			\$1,451,235				
	Additional Lane Miles Needed to Maintain LOS =>			18.50				
	Ten-Year Growth Cost Funded by Fees			\$26,853,695				
	VMT Increase Over Ten Years			148,019				
	Capital Cost per VMT			\$181.42				
	Revenue Credit			(\$27.17)				
	Net Capital Cost per VMT			\$154.25				
Development Type	Avg Wkdy Veh Trip Ends	Trip Rate Adjustment	Trip Length Adjustment	Transportation Impact Fee	Current County Fee (1998)	Increase or Decrease	Percent Change	
Residential (per dwelling) by Sq Ft of Finished Living Space								
900 or less	5.09	61%	121%	\$2,700	\$888	\$1,812	204%	
901 to 1300	7.37	61%	121%	\$3,910	\$983	\$2,927	298%	
1301 to 1800	8.99	61%	121%	\$4,769	\$983	\$3,786	385%	
1801 to 2400	10.63	61%	121%	\$5,639	\$1,599	\$4,040	253%	
2401 or more	12.01	61%	121%	\$6,371	\$1,599	\$4,772	298%	
Nonresidential (per 1,000 Square Feet of Floor Area)								
Retail	37.75	34%	66%	\$6,089	\$4,264	\$1,825	43%	
Office/Service	9.74	50%	73%	\$2,555	\$2,357	\$198	8%	
Industrial	3.93	50%	73%	\$1,031	\$1,552	(\$521)	-34%	

TRANSPORTATION IMPACT FEE: EAST SERVICE AREA

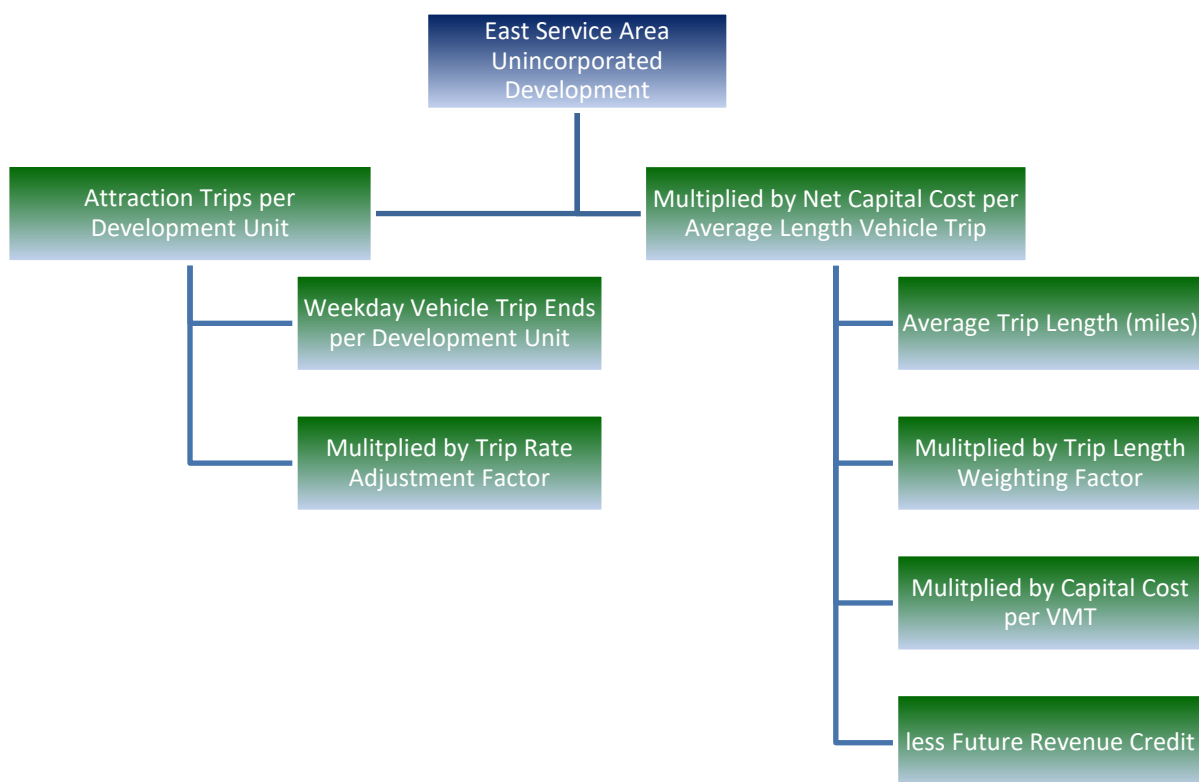
The transportation impact fees in the East Service Area are derived using a proprietary a plan-based approach. As shown in the formula and Figure 16 below, the East Area transportation impact fee is the product of Vehicle Miles of Travel (VMT) per development unit multiplied by the net capital cost per VMT for planned transportation capacity projects.

$$\text{Transportation Impact Fee} = \text{VMT (vehicle miles of travel) per Development Unit} \times \text{Capital Cost per VMT}$$

VMT is equal to the trip generation rate, multiplied by primary trip adjustment factor, average trip length (in miles) and trip-length weighting factor. The capital cost per VMT is based on the projected ten-year growth-cost of transportation improvements, divided by the increase in projected VMT over ten years. Each component is described below.

A ten-year road plan developed by County staff is used as the basis for determining the transportation impact fee in the East Service Area. As discussed further in the Implementation and Administration Section, Adams County will follow expenditure guidelines to ensure benefit to fee payers.

Figure 16: East Service Area Transportation Impact Fee Methodology Chart



Trip Generation Rates: East Service Area

As an alternative to simply using the national average trip generation rate for residential development, published by the Institute of Transportation Engineers (ITE), TischlerBise derived custom trip rates using local demographic data. Key inputs needed for the analysis (i.e. vehicles available, housing units and persons) are available from American Community Survey (ACS) data for the unincorporated area of Adams County.

Unincorporated Area Control Totals

Figure 17 indicates the average number of residents per housing unit for three levels of geography. At the top are countywide data, the middle is data for the incorporated areas of the County, and the bottom of the figure provides data for the unincorporated area. Typically, unincorporated places have more persons per dwelling, this is the case for multifamily units in Adams County. However, single family units in the unincorporated areas have a slightly lower persons per housing unit compared to the countywide average. This is a result of a higher vacancy rate in the unincorporated County.

Figure 17: Persons per Housing Unit**Countywide, Adams County**

Housing Type	Persons	Households	Housing Units	Persons per Housing Unit	Vacancy Rate
Single Family [1]	381,617	120,504	125,400	3.04	4%
Multifamily [2]	85,606	36,034	39,646	2.16	9%
Total	467,223	156,538	165,046	2.83	5%

[1] Includes attached and detached single family homes and mobile homes

[2] Includes all other types

Source: U.S. Census Bureau, 2011-2015 American Community Survey 5-Year Estimates

Incorporated Adams County

Housing Type	Persons	Households	Housing Units	Persons per Housing Unit	Vacancy Rate
Single Family [1]	298,484	94,098	97,500	3.06	3%
Multifamily [2]	73,808	31,775	35,013	2.11	9%
Total	372,292	125,873	132,513	2.81	5%

[1] Includes attached and detached single family homes and mobile homes

[2] Includes all other types

Source: U.S. Census Bureau, 2011-2015 American Community Survey 5-Year Estimates

Unincorporated Adams County

Housing Type	Persons	Households	Housing Units	Persons per Housing Unit	Vacancy Rate
Single Family [1]	83,133	26,406	27,900	2.98	5%
Multifamily [2]	11,798	4,259	4,633	2.55	8%
Total	94,931	30,665	32,533	2.92	6%

[1] Includes attached and detached single family homes and mobile homes

[2] Includes all other types

Source: U.S. Census Bureau, 2011-2015 American Community Survey 5-Year Estimates

Trip generation rates are also dependent upon the average number of vehicles available per dwelling. Figure 18 indicates vehicles available for all of Adams County, incorporated places, and the unincorporated area. As expected, the unincorporated area has more vehicles available per dwelling than housing units located within incorporated places.

Figure 18: Vehicles Available per Housing Unit

Countywide		Households (2)			Vehicles per Household by Tenure
Tenure	Vehicles Available (1)	Single Family*	Multifamily	Total	
Owner-occupied	225,760	97,545	3,498	101,043	2.23
Renter-occupied	87,082	22,959	32,626	55,585	1.57
Total	312,842	120,504	36,124	156,628	2.00
Units per Structure	Vehicles Available	Housing Units (3)	Vehicles per Housing Unit		
Single family	253,913	125,400	2.02		
Multifamily	58,929	39,646	1.49		
Total	312,842	165,046	1.90		
Incorporated Places		Households (2)			Vehicles per Household by Tenure
Tenure	Vehicles Available (1)	Single Unit Detached or Attached	All Other	Total	
Owner-occupied	174,896	76,608	2,977	79,585	2.20
Renter-occupied	71,203	17,490	28,883	46,373	1.54
Total	246,099	94,098	31,860	125,958	1.95
Units per Structure	Vehicles Available	Housing Units (3)	Vehicles per Housing Unit		
Single family	195,209	97,500	2.00		
Multifamily	50,890	35,013	1.45		
Total	246,099	132,513	1.86		
Unincorporated Area		Households (2)			Vehicles per Household by Tenure
Tenure	Vehicles Available (1)	Single Family*	Multifamily	Total	
Owner-occupied	50,864	20,937	521	21,458	2.37
Renter-occupied	15,879	5,469	3,743	9,212	1.72
Total	66,743	26,406	4,264	30,670	2.18
Units per Structure	Vehicles Available	Housing Units (3)	Vehicles per Housing Unit		
Single family	59,056	27,900	2.12		
Multifamily	7,687	4,633	1.66		
Total	66,743	32,533	2.05		

(1) Vehicles available by tenure from Table B25046, American Community Survey, 2015.

(2) Households by tenure and units in structure from Table B25032, American Community

(3) Housing units from Table B25024, American Community Survey, 2015.

* Includes single family detached, attached, mobile home

Demand Indicators by Dwelling Size

Custom tabulations of demographic data by bedroom range can be created from individual survey responses provided by the U.S. Census Bureau, in files known as Public Use Micro-Data Samples (PUMS).

Because PUMS files are available for areas of roughly 100,000 persons, Adams County is included in Public Use Micro-Data Area (PUMA) 824. At the top of Figure 19, in the cells with yellow shading, are the survey results for **Eastern Adams County**. The unadjusted number of persons and vehicles available per dwelling, derived from the PUMS data, were adjusted downward to match the control totals for the unincorporated area, as documented above in Figures 17 and 18.

In comparison to the national averages based on ITE traffic studies, the unincorporated area of Eastern Adams County has fewer persons per dwelling, but a greater number of vehicles per dwelling. Rather than rely on one methodology, the recommended multipliers shown below with grey shading and bold numbers are an average of trips rates based on persons and vehicles available for all types of housing units. In the unincorporated area of Eastern Adams County, each housing unit is expected to yield an average of 10.77 Average Weekday Vehicle Trip Ends (AWVTE), compared to the national average of 9.14 trips ends per household.

Figure 19: Average Weekday Vehicle Trip Ends by Bedroom Range

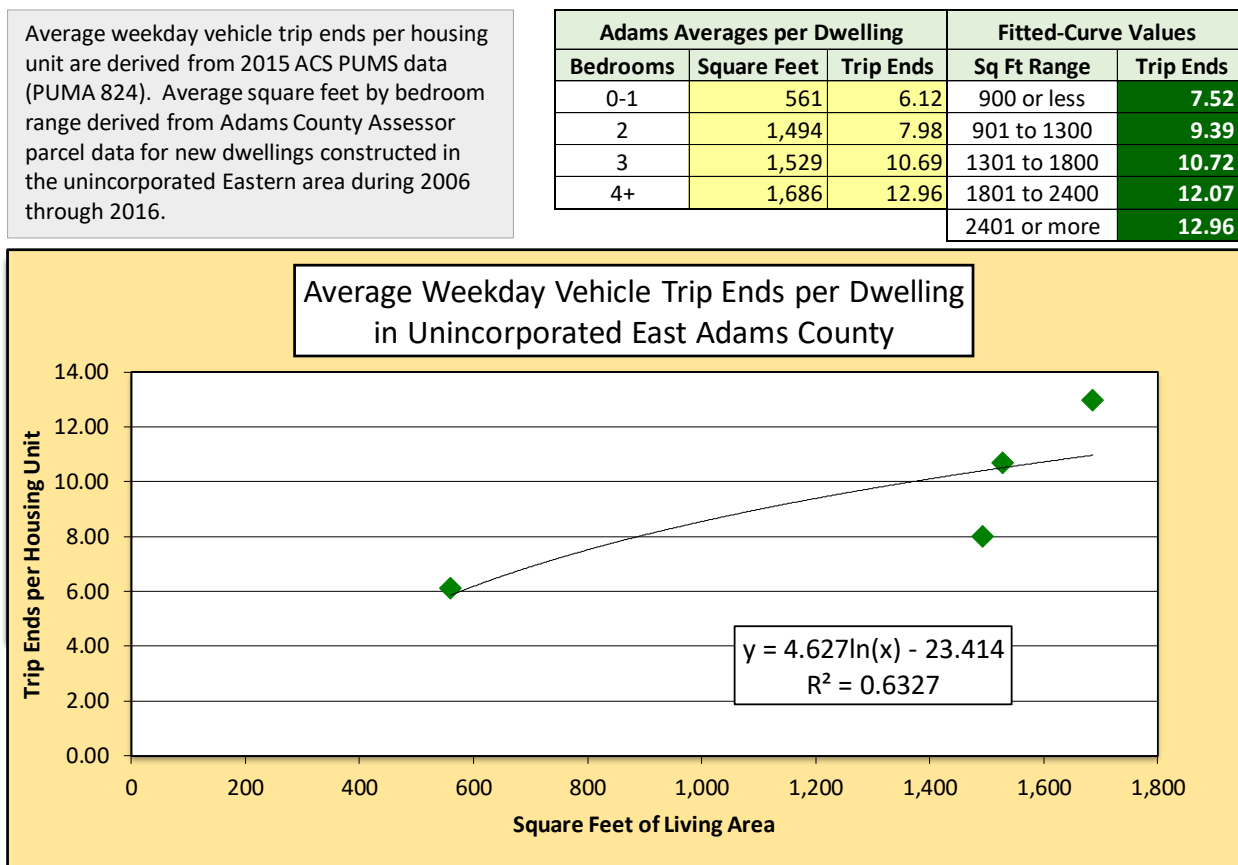
East Adams County 2015 Data								
Bedroom Range	Persons (1)	Vehicles Available (1)	Housing Units (1)	Adams Co. Hsg Mix	Unadjusted Persons/HU	Adjusted Persons/HU (2)	Unadjusted VehAvl/HU	Adjusted VehAvl/HU (2)
0-1	116	100	79	4.76%	1.47	1.52	1.27	1.37
2	524	455	274	16.50%	1.91	1.97	1.66	1.79
3	1,912	1,662	748	45.03%	2.56	2.64	2.22	2.40
4+	1,927	1,437	560	33.71%	3.44	3.55	2.57	2.77
Total	4,479	3,654	1,661		2.70	2.78	2.20	2.37
National Averages According to ITE, 2017								
ITE Code	AWVTE per Person	AWVTE per Vehicle Available	AWVTE per Housing Unit	Unincorp Hsg Mix	Persons per Housing Unit		Veh Avl per Housing Unit	
220 Apt	1.42	5.10	7.32	14%	5.15		1.44	
210 SFD	2.65	6.36	9.44	86%	3.56		1.48	
Wgtd Avg	2.48	6.18	9.14		3.78		1.47	
Recommended AWVTE per Dwelling by Bedroom Range				<div>(1) American Community Survey, Public Use Microdata Sample for CO PUMAs 824 (2015 Five-Year unweighted data).</div> <div>(2) Adjusted multipliers are scaled to make the average PUMS values match control totals for the unincorporated area, based on American Community Survey 2015 data.</div> <div>(3) Adjusted persons per housing unit multiplied by national weighted average trip rate per person.</div> <div>(4) Adjusted vehicles available per housing unit multiplied by national weighted average trip rate per vehicle available.</div> <div>(5) Average of trip rates based on persons and vehicles available per housing unit.</div>				
Bedroom Range	AWVTE per Housing Unit Based on Persons (3)	AWVTE per Hsg Unit Based on Vehicles Available (4)	Unincorp Adams AWVTE per Housing Unit (5)					
0-1	3.77	8.47	6.12					
2	4.89	11.06	7.98					
3	6.55	14.83	10.69					
4+	8.80	17.12	12.96					
Total	6.89	14.65	10.77					
AWVTE per Dwelling by House Type								
ITE Code	AWVTE per Housing Unit Based on Persons (3)	AWVTE per Hsg Unit Based on Vehicles Available (4)	Unincorp Adams AWVTE per Housing Unit (5)	Unincorp Adams Co. Persons/HU		Unincorp Adams Co. VehAvl/HU		
220 Apt	3.93	10.26	7.10	1.59		1.66		
210 SFD	5.06	13.10	9.08	2.04		2.12		
All Types	6.89	14.65	10.77	2.78		2.37		

Trip Generation by Floor Area

To derive average weekday vehicle trip ends by dwelling size in the East Service Area, TischlerBise matched trip generation rates and average floor area, by bedroom range, as shown in Figure 20. The logarithmic trend line formula, derived from the four actual averages in Adams County, is used to derive estimated trip ends by dwelling size. A mid-size housing unit is estimated to range from 1301-1800 square feet of finished living space. A small unit (900 square feet or less) would pay 57% of the transportation impact fee paid by a mid-size unit. A large unit of 2,401 square feet or more would pay 133% of the transportation

impact fee paid by a mid-size unit. If Adams County were to continue with its present practice of a “one-size-fits-all” approach, smaller housing units will be required to pay more than their proportionate share while large units will pay less than their proportionate share. TischlerBise does not recommend an average fee by house type because it makes small units less affordable and essentially subsidizes larger units.

Figure 20: Vehicle Trips by Dwelling Size: East Service Area



Adjustments for Commuting Patterns and Pass-By Trips

For residential units, the trip adjustment factor includes several components, shown below in Figure 21. According to the National Household Travel Survey (2009), home-based work trips are typically 31 percent of “production” trips, out-bound trips (which are 50 percent of all trip ends). Also, utilizing the most recent data from the Census Bureau's web application “OnTheMap”, 71 percent of Adams County's workers travel outside the County for work. In combination, these factors account for 11 percent of additional production trips ($0.31 \times 0.50 \times 0.71 = 0.11$). The total adjustment factor for residential housing units includes attraction trips (50 percent of trip ends) plus the journey-to-work commuting adjustment (11 percent of production trips) for a total of 61 percent.

Figure 21: Inflow/Outflow Analysis

Employed Adams County Residents (2015)	224,122
Adams County Residents Working in County (2015)	64,585
Adams County Residents Commuting Outside County for Work	159,537
Percent Commuting out of the County	71%
Additional Production Trips	11%
Residential Trip Adjustment Factor	61%

Source: U.S. Census, OnTheMap Application, 2015

For commercial development, the trip adjustment factor is less than 50% because retail development and some services, like schools and daycare, attract vehicles as they pass by on arterial and collector roads. For example, when someone stops at a convenience store on the way home from work, the convenience store is not the primary destination. For the average shopping center, ITE indicates that 34% of the vehicles that enter are passing by on their way to some other primary destination. The remaining 66% of attraction trips have the commercial site as their primary destination. Because attraction trips are half of all trips, the trip adjustment factor is 66% multiplied by 50%, or approximately 34% of the trip ends.

Vehicle Miles of Travel

A Vehicle Mile of Travel (VMT) is a measurement unit equal to one vehicle traveling one mile. In the aggregate, VMT is the product of vehicle trips multiplied by the average trip length². For the purpose of transportation impact fees, the average trip length in Adams County is calibrated to existing lane miles of County arterials within the unincorporated area of the East Service Area. According to data provided by Adams County staff, there are currently 63 lane miles of arterials in the East Service Area of unincorporated Adams County.

Lane Capacity

Transportation impact fees are based on a lane capacity standard of 6,000 vehicles per lane, which is from the 2012 Adams County Transportation Plan (minor arterial). The lane capacity standard was reviewed by Adams County staff and found to be reasonable for existing arterials within the unincorporated area.

Trip Length Weighting Factor by Type of Land Use

The transportation impact fee methodology includes a percentage adjustment, or weighting factor, to account for trip length variation by type of land use. As documented in Table 6 of the 2009 National Household Travel Survey, vehicle trips from residential development are approximately 121% of the

² Typical VMT calculations for development-specific traffic studies, along with most transportation models of an entire service area, are derived from traffic counts on particular road segments multiplied by the length of that road segment. For the purpose of impact fees, VMT calculations are based on attraction (inbound) trips to development located in the service area, with the trip length calibrated to the road network considered to be system improvements. This refinement eliminates pass-through or external-external trips, and travel on roads that are not system improvements (e.g. interstate highways).

average trip length. The residential trip length adjustment factor includes data on home-base work trips, social, and recreational purposes. Conversely, shopping trips associated with commercial development are roughly 66% of the average trip length while other nonresidential development typically accounts for trips that are 73% of the average for all trips.

Development Prototypes and Projected Travel Demand

The relationship between development in the East Service Area of unincorporated Adams County and the need for arterial transportation system improvements is documented below. Figure 22 summarizes the input variables used to determine the average trip length on unincorporated County roads in the East Service Area. In the tables below, DU means dwelling units, KSF means square feet of nonresidential development, in thousands, Institute of Transportation Engineers is abbreviated ITE, and VTE means vehicle trip ends.

Projected unincorporated County development in the East Service Area over the next ten years is shown in the middle section of Figure 22. Trip generation rates and trip adjustment factors convert projected development into average weekday vehicle trips. A typical vehicle trip, such as a person leaving their home and traveling to work, generally begins on a local street that connects to a collector street, which connects to an arterial road and eventually to a state or interstate highway. This progression of travel up and down the functional classification chain limits the average trip length determination, for the purpose of transportation impact fees, to the following question, “What is the average vehicle trip length on transportation fee system improvements (i.e. arterials in the unincorporated area of the West Service Area)?”

With 63 arterial lane miles and a lane capacity standard of 6,000 vehicles per lane, the existing network of unincorporated County roads in the East Service Area has 378,000 vehicle miles of capacity (i.e., 6,000 vehicles per lane multiplied by 63 lane miles). To derive the average utilization (i.e., average trip length expressed in miles) of the system improvements, divide vehicle miles of capacity by the vehicle trips attracted to development in the service area. As shown in the bottom-left corner of the table below, existing development attracts 17,238 average weekday vehicle trips. Dividing 378,000 vehicle miles of capacity by inbound average weekday vehicle trips *yields an un-weighted* average trip length of approximately 21.92 miles. However, the calibration of average trip length includes the same adjustment factors used in the transportation impact fee calculations (i.e., journey-to-work commuting, commercial pass-by adjustment and average trip length adjustment by type of land use). With these adjustments, TischlerBise determined the weighted-average trip length to be 19.32 miles.

Figure 22: East Service Area Unincorporated County Projected Travel Demand and Trip Length Calibration

Development Type	ITE Code	Wkdy VTE	Dev Unit	Trip Adj
0-1 Bedroom Residential	210	7.52	HU	55%
2 Bedrooms Residential	210	9.39	HU	55%
3 Bedrooms Residential	210	10.72	HU	55%
4+ Bedrooms Residential	210	12.07	HU	55%
Retail	820	37.75	KSF	34%
Service	710	9.74	KSF	50%
Industrial	140	3.93	KSF	50%

Avg Trip Length (miles)	19.32							
Vehicle Capacity Per Lane	6,000							
	2016 Base	2017 1	2018 2	2019 3	2020 4	2021 5	2026 10	10-Year Increase
0-1 Bedroom	16	21	27	33	39	45	75	59
2 Bedrooms	332	339	346	353	359	366	400	68
3 Bedrooms	1,498	1,569	1,640	1,712	1,783	1,854	2,211	714
4+ Bedrooms	625	666	707	747	788	829	1,034	409
Retail Floor Area (KSF)	75	80	85	90	96	101	131	56
Service Floor Area (KSF)	231	248	265	282	298	317	413	182
Industrial Floor Area (KSF)	202	215	229	242	256	271	347	145
0-1 Bedroom Trips	64	89	113	138	162	187	309	244
2 Bedrooms Trips	1,715	1,750	1,786	1,821	1,856	1,891	2,067	352
3 Bedrooms Trips	8,830	9,250	9,671	10,092	10,513	10,933	13,037	4,208
4+ Bedrooms Trips	4,147	4,419	4,690	4,962	5,233	5,505	6,863	2,716
Retail Trips	960	1,026	1,093	1,160	1,227	1,299	1,675	715
Service Trips	1,125	1,207	1,289	1,371	1,453	1,544	2,011	886
Industrial Trips	397	423	450	476	503	532	681	284
Total Vehicle Trips	17,238	18,165	19,093	20,020	20,947	21,891	26,644	9,406
Vehicle Miles of Travel (VMT)	378,607	398,564	418,522	438,479	458,437	478,619	579,998	201,391

East Service Area Capital Improvement Plan

Figure 23 summarizes a list of prioritized transportation system improvements to accommodate growth in the East Service Area of the unincorporated County over the next 10 years. Adams County staff identified a fiscally realistic list of roadway and intersection improvements for the transportation impact fee calculation. The prioritized list of projects will benefit both existing and new development and includes adding 16 new lane miles of arterial roads.

As shown in Figure 23, the total project cost is \$16 million. The estimated County share is \$15.6 million. The estimated growth share is \$5.46 million. The growth share is based on the percentage increase in VMT over the ten-year planning period. The growth-related portion (\$5.46 million) is divided by the projected increase in vehicle miles of travel (201,391), resulting in a cost per vehicle mile of travel of \$27.11.

Figure 23: East Service Area Road Plan

CIP Project	Lanes	Length of Project (miles)	Lane Miles	Total Cost	County Share	Growth Share	Growth Cost
Piggot Rd (E 29th Ave to E 56th Ave)	2.00	3.00	6.00	\$3,000,000	\$3,000,000	35%	\$1,050,000
Strasburg Rd (15th to E 48th Ave)	2.00	2.00	4.00	\$2,000,000	\$1,600,000	35%	\$560,000
Headlight Mile Rd (US 38 to E 48th)	2.00	3.00	6.00	\$3,000,000	\$3,000,000	35%	\$1,050,000
Wolf Creek Rd (E 26th to E 48th)	2.00	1.00	2.00	\$1,000,000	\$1,000,000	35%	\$350,000
E 120th Ave (Petterson Rd to Hwy 79)	2.00	5.00	10.00	\$5,000,000	\$5,000,000	35%	\$1,750,000
E 38th Ave (Piggot to Headlight Mile)	2.00	2.00	4.00	\$2,000,000	\$2,000,000	35%	\$700,000
TOTAL	12.00	16.00	32.00	\$16,000,000	\$15,600,000	35%	\$5,460,000

Growth-Related Cost	\$5,460,000
10-Year VMT Increase	201,391
Average Cost per VMT	\$27.11

Source: Adams County, CO

Revenue Credit Evaluation

A credit for future Road & Bridge revenue is only necessary if there is potential double payment for transportation system improvements. In Adams County, Road & Bridge Fund tax revenue is used for maintenance of existing facilities, correcting existing deficiencies, and for capital projects that add capacity. Since a plan-based approach is utilized, and we have identified a growth share for the 10-year CIP, cumulative transportation impact fee revenue over the next ten years will roughly match the growth share East Service Area transportation system improvements. Therefore, a credit for potential double payment is not required.

Proposed Transportation Impact Fees: East Service Area

Input variables for East Service Area transportation impact fees are shown in the upper section of Figure 24. Inbound vehicle trips by type of development are multiplied by the capacity cost per vehicle mile of travel to yield the proposed transportation impact fees. As an example, to maintain the current infrastructure standard for unincorporated County arterials in the East Service Area, Adams County needs to spend \$5,460,000 on unincorporated County arterial transportation improvements over the next ten years. When the 10-year growth share is divided by the projected increase of 201,391 vehicle miles of travel, the net capital cost is \$27.11 per VMT. The transportation impact fee calculation is shown below using input variables for retail development, as listed in Figure 24.

$$\begin{aligned}
 &37.75 \text{ weekday vehicle trip ends per 1,000 square feet} \\
 &\quad \times \\
 &0.34 \text{ adjustment factor for inbound trips, including pass-by} \\
 &\quad \times \\
 &19.32 \text{ average miles per trip} \\
 &\quad \times \\
 &0.66 \text{ trip length adjustment factor}
 \end{aligned}$$

$$\begin{aligned}
 & \times \\
 & \$27.11 \text{ growth cost per VMT} \\
 & = \\
 & \$4,436 \text{ per 1000 square feet (truncated)}
 \end{aligned}$$

The middle three columns of the table below indicate current transportation fees and the proposed increase or decrease. Proposed transportation fees decrease for the office/service and industrial categories. All residential units see significant increases in the impact fee amount.

Figure 24: Transportation Impact Fees: East Service Area

Input Variables for Unincorporated Area	Average Miles per Trip			19.32			
	Ten-Year Growth Cost Funded by Fees			\$5,460,000			
	VMT Increase Over Ten Years			201,391			
	Capital Cost per VMT			\$27.11			
Development Type	Avg Wkdy Veh Trip Ends	Trip Rate Adjustment	Trip Length Adjustment	Transportation Impact Fee	Current County Fee (1998)	Increase or Decrease	Percent Change
Residential (per dwelling) by Sq Ft of Finished Living Space							
900 or less	7.52	61%	121%	\$2,906	\$888	\$2,018	227%
901 to 1300	9.39	61%	121%	\$3,629	\$983	\$2,646	269%
1301 to 1800	10.72	61%	121%	\$4,143	\$983	\$3,160	321%
1801 to 2400	12.07	61%	121%	\$4,665	\$1,599	\$3,066	192%
2401 or more	12.96	61%	121%	\$5,009	\$1,599	\$3,410	213%
Nonresidential (per 1,000 Square Feet of Floor Area)							
Retail	37.75	34%	66%	\$4,436	\$4,264	\$172	4%
Office/Service	9.74	50%	73%	\$1,861	\$2,357	(\$496)	-21%
Industrial	3.93	50%	73%	\$751	\$1,552	(\$801)	-52%

IMPLEMENTATION AND ADMINISTRATION

Impact fees should be periodically evaluated and updated to reflect recent data. Adams County will continue to adjust for inflation, as specified in the Land Use Code. If cost estimates or demand indicators change significantly, the County should redo the fee calculations. A good rule of thumb for updating an impact fee program is every five years.

Colorado's enabling legislation allows local governments to "waive an impact fee or other similar development charge on the development of low or moderate income housing, or affordable employee housing, as defined by the local government."

Credits and Reimbursements

A general requirement that is common to impact fee methodologies is the evaluation of credits. A revenue credit may be necessary to avoid potential double payment situations arising from one-time impact fees plus on-going payment of other revenues that may also fund growth-related capital improvements. The determination of revenue credits is dependent upon the impact fee methodology used in the cost analysis and local government policies. A credit for future tax revenue to the Road & Bridge Fund is included in the transportation impact fee methodology.

Policies and procedures related to site-specific credits should be addressed in the resolution or ordinance that establishes the transportation impact fees. Project-level improvements, required as part of the development approval process, are not eligible for credits against impact fees. If a developer constructs a system improvement included in the fee calculations, it will be necessary to either reimburse the developer or provide a credit against the fees due from that particular development. The latter option is more difficult to administer because it creates unique fees for specific geographic areas.

Service Areas

Two transportation impact fee service areas are recommended. These service areas are shown in Figures 1 and 3 of the Report. The East and West Service Area include only land in unincorporated Adams County. The two Service Areas will be used to track transportation impact fee revenues and expenditures. Impact fee expenditures are limited to the Service Areas that generated the fee revenue.

Expenditure Guidelines

To ensure benefit to fee payers, Adams County will distinguish system improvements (funded by transportation impact fees) from project-level improvements, such as paving a dirt road within a residential subdivision. TischlerBise recommends limiting transportation impact fee expenditures to arterials and collectors. Acceptable system improvements that are eligible for transportation impact fee funding include:

1. Improving a road surface from gravel to chip seal or asphalt pavement
2. A carrying-capacity enhancement to existing chip seal or asphalt roads, such as widening and/or reconstructing to add greater road depth

3. Adding lanes or constructing new County arterial or collector, or a County arterial with another County arterial or collector.

Development Categories

Proposed transportation fees for residential development are by square feet of finished living space, excluding unfinished basement, attic, and garage floor area.

The three general nonresidential development categories in the proposed transportation fee schedule can be used for all new construction within each Service Area. Nonresidential development categories represent general groups of land uses that share similar average weekday vehicle trip generation rates, as documented in the Report and Appendix A.

- “Industrial” includes the processing or production of goods, along with warehousing, transportation, communications, and utilities.
- “Commercial” includes retail development and eating/drinking places, along with entertainment uses often located in a shopping center (e.g. movie theater).
- “Office & Other Services” includes offices, health care and personal services, business services (e.g. banks) and lodging. Public and quasi-public buildings that provide educational, social assistance, or religious services are also included in this category.

The proposed transportation impact fee schedule is designed to provide a reasonable fee amount for general types of development. For unique developments, the County may allow or require an independent assessment. An applicant may submit an independent study to document unique demand indicators for a particular unique development. The independent study must be prepared by a professional engineer or certified planner and use the same type of input variables as those in this transportation impact fee update. For residential development, the fees are based on average weekday vehicle trip ends per housing unit. For nonresidential development, the fees are based on average weekday vehicle trips ends per 1,000 square feet of floor area. The independent fee study will be reviewed by County staff and can be accepted as the basis for a unique impact fee calculation. If the County’s Impact Fee Administrator determines the independent fee study is not reasonable, the applicant may appeal the administrative decision to Adams County elected officials for their consideration.

APPENDIX A: DEMOGRAPHIC DATA AND DEVELOPMENT PROJECTIONS

As part of our Work Scope, TischlerBise prepared documentation on demographic data and development projections that will be used to update Transportation Impact Fees. An impact fee is authorized by Colorado's Impact Fee Act (see CRS 29-20-104.5). The demand for growth-related infrastructure from various types of development is a function of additional service units such as population, housing units, jobs, and nonresidential floor area.

In contrast to the County's Comprehensive Plan that has a long-range horizon, impact fees have a short-range focus. Typically, impact fee studies look out five to ten years, with the expectation that fees will be periodically updated (e.g. every 5 years). Infrastructure standards are calibrated using the latest available data and the first projection year is fiscal year 2019. In Adams County the fiscal year begins on January 1.

Population and Housing Characteristics

According to the U.S. Census Bureau, a household is a housing unit that is occupied by year-round residents. Impact fees often use per capita standards and persons per housing unit or persons per household to derive proportionate-share fee amounts. When persons per housing unit are used in the fee calculations, infrastructure standards are derived using year-round population. When persons per household are used in the fee calculations, the fee methodology assumes all housing units will be occupied, thus requiring seasonal or peak population to be used when deriving infrastructure standards. TischlerBise recommends that fees for residential development in the Adams County be imposed according to the number of year-round residents per housing unit. Persons per housing unit (PPHU) is an important demographic factor that helps account for variations in service demand by type of housing. Persons per housing unit will be held constant over the projection period since the impact fees represent a "snapshot approach" of current levels of service and costs.

Based on household characteristics, TischlerBise recommends using two housing unit categories for the impact fee study: (1) Single Family and (2) Multifamily. Figure A1 shows the US Census, American Community Survey 2015 5-Year Estimates data for the unincorporated area of Adams County. Single family units have 2.98 persons per unit and multifamily units have 2.55 persons per unit.

Figure A1: Unincorporated Adams County Persons per Housing Unit

Housing Type	Persons	Housing Units	Persons per Housing Unit
Single Family [1]	83,133	27,900	2.98
Multifamily [2]	11,798	4,633	2.55

[1] Includes attached and detached single family homes and mobile homes

[2] Includes all other types

Source: U.S. Census Bureau, 2011-2015 American Community Survey 5-Year Estimates

Recent Residential Construction

To estimate current housing units in unincorporated Adams County, TischlerBise obtained building permit data from staff. Residential building permit trends for the unincorporated county by type of housing unit are shown below in Figure A2. From 2012 to 2016, unincorporated Adams County added an average of 291 single family housing units and 1 multifamily unit per year.

Figure A2: Residential Building Permits in the Unincorporated Adams County, 2012-2016

Type of Unit	2012	2013	2014	2015	2016	Average
Single Family	108	234	358	376	378	291
Multifamily	2	1	2	0	2	1
Total	110	235	360	376	380	292

Source: Adams County

Current Estimate of Housing Units

By using the housing stock data available for 2015 from the US Census Bureau and include the building permit data for 2016, a housing unit totals for the Base Year is calculated. Illustrated in Figure A3, it is assumed that there are 28,278 single family housing units and 4,635 multifamily housing units in unincorporated Adams County.

Figure A3: Unincorporated Adams County 2016 Housing Units

Type of Unit	2015 Housing Units	2016 Housing Permits	2016 Housing Totals
Single Family	27,900	378	28,278
Multifamily	4,633	2	4,635
Total	32,533	380	32,913

Source: US Census Bureau, ACS 2015; Adams County

Current Estimate of Population

Applying the persons per housing unit factors found in Figure A1 to the housing unit totals in the Base Year calculates the population for Unincorporated Adams County. It is assumed that there are 96,062 residents in the unincorporated areas of the county, a majority of them in single family housing units.

Figure A4: Unincorporated Adams County 2016 Population

Type of Unit	Housing Units	Persons Per Housing Unit	Population
Single Family	28,278	2.98	84,259
Multifamily	4,635	2.55	11,803
Total	32,913		96,062

Source: TischlerBise

According to Adams County's 2016 Comprehensive Annual Financial Report, the entire county has a population of 498,187. As a result, 19.3 percent of the population in Adams County reside in the unincorporated areas. This is consistent with County staff estimates of 20 percent.

Unincorporated Population and Housing Unit Projections

Population and housing unit projections are used for the purpose of understanding the possible future pace of service demands, revenues, and expenditures. The projections are driven by housing unit development, which is assumed to grow by the 5-year building permit annual average of 292. The population is calculated by utilizing the persons per housing unit factors with the corresponding housing type. Through 2036, it is projected that the unincorporated areas of Adams County will grow by 17,401 residents and 5,844 housing units. That is an overall increase of 18 percent in housing units from the Base Year.

Figure A5: Unincorporated Adams County Annual Residential Development Projections

	Base Year 2016	5-Year Increments								Total Increase
		1 2017	2 2018	3 2019	4 2020	5 2021	10 2026	15 2031	20 2036	
Population	96,062	96,932	97,803	98,673	99,543	100,413	104,763	109,113	113,464	17,401
Housing Type										
Single Family	28,278	28,569	28,860	29,150	29,441	29,732	31,186	32,640	34,094	5,816
Multifamily	4,635	4,636	4,638	4,639	4,641	4,642	4,649	4,656	4,663	28
Total	32,913	33,205	33,497	33,790	34,082	34,374	35,835	37,296	38,757	5,844

Source: Adams County; TischlerBise

Population and Housing Projection by Service Area

As discussed earlier, there are two service areas for this traffic impact fee study, East and West. The East Service Area is far less developed compared to the West Service Area. After consulting with County staff, there is an average housing growth of 125 units in the East (all single family units) and 167 units in the West (166 single family units and 1 multifamily unit). Of the total assumed development in the unincorporated area of Adams County, 2,500 new housing units will be development in the East and 3,344 housing units will be development in the West. All the multifamily housing unit growth will reside in the West as well. In total, 43 percent of the development occurs in the East Service Area and 57 percent of the development occurs in the West Service Area.

Figure A6: Service Area Annual Residential Development Projections

	5-Year Increments								
	1 2017	2 2018	3 2019	4 2020	5 2021	10 2026	15 2031	20 2036	15-Year Increase
EAST SERVICE AREA									
Population	372	745	1,117	1,490	1,862	3,725	5,587	7,449	7,449
Housing Type									
Single Family	125	250	375	500	625	1,250	1,875	2,500	2,500
Multifamily	0	0	0	0	0	0	0	0	0
Total	125	250	375	500	625	1,250	1,875	2,500	2,500
WEST SERVICE AREA									
Population	498	995	1,493	1,990	2,488	4,976	7,464	9,952	9,952
Housing Type									
Single Family	166	332	497	663	829	1,658	2,487	3,316	3,316
Multifamily	1	3	4	6	7	14	21	28	28
Total	167	334	502	669	836	1,672	2,508	3,344	3,344

Source: Adams County; TischlerBise

Current Employment and Nonresidential Floor Area

Nonresidential trends are an important component to an impact fee study. Utilizing DRCOG's employment data at the Traffic Analysis Zone (TAZ) level, Figure A7 illustrates the job growth in Unincorporated Adams County. Data is provided in 5-year increments, so a straight-line approach is used to estimate the job totals for the remaining years. In 2016, it is estimated that there are 55,369 jobs in Unincorporated Adams County.

Figure A7: Employment Trends in Unincorporated Adams County

	2010	2011	2012	2013	2014	2015	2016	Total Increase
Jobs	46,485	47,940	49,394	50,849	52,303	53,758	55,369	8,884
Percent Increase		3.1%	3.0%	2.9%	2.9%	2.8%	3.0%	

Source: DRCOG, TAZ Database

Additionally, according to DRCOG, the leading industry sector for jobs in Adams County is Industrial, followed by the Service industry. The Service Industry includes service providing jobs such as office and institutional. Figure A8 lists the total jobs by each sector. The Other industry sector includes contract and self-employment.

Figure A8: Jobs by Sector, Unincorporated Adams County

Industry Sector	Jobs	%
Retail	6,167	11%
Service [1]	17,760	32%
Industrial	23,750	43%
Other [2]	7,692	14%
Total	55,369	100%

[1] Includes office and institutional jobs

[2] Includes contract and self employment

Source: DRCOG, TAZ Database

Nonresidential Employment and Floor Area Factors

To estimate the Base Year nonresidential floor area, the factors provided by the Institute of Transportation Engineers in Trip Generation (2017) are utilized. The factors are used to project employment growth and trip generation as well. It is assumed that the Other industry sector does not generate any nonresidential floor area or traffic generation because the industry includes contract work and self-employment. In Figure A9, the highlighted land uses represent the Industrial, Service, and Retail industry sectors in this analysis. TischlerBise calculated the employee per demand unit by dividing the employee trip factor by the demand unit trip factor. The square feet per employee factor is calculated by dividing the demand unit (1,000 square feet) by the employee per demand unit factor.

Figure A9: Nonresidential Demand Factors, Unincorporated Adams County

ITE Code	Land Use	Demand Unit	Wkdy Trip Ends Per Dmd Unit	Wkdy Trip Ends Per Employee	Emp Per Dmd Unit	Sq Ft Per Emp
110	Light Industrial	1,000 Sq Ft	4.96	3.05	1.63	615
130	Industrial Park	1,000 Sq Ft	3.37	2.91	1.16	864
140	Manufacturing	1,000 Sq Ft	3.93	2.47	1.59	628
150	Warehousing	1,000 Sq Ft	1.74	5.05	0.34	2,902
254	Assisted Living	bed	2.60	4.24	0.61	na
320	Motel	room	3.35	25.17	0.13	na
520	Elementary School	1,000 Sq Ft	19.52	21.00	0.93	1,076
530	High School	1,000 Sq Ft	14.07	22.25	0.63	1,581
540	Community College	student	1.15	14.61	0.08	na
550	University/College	student	1.56	8.89	0.18	na
565	Day Care	student	4.09	21.38	0.19	na
610	Hospital	1,000 Sq Ft	10.72	3.79	2.83	354
620	Nursing Home	1,000 Sq Ft	6.64	2.91	2.28	438
710	General Office (avg size)	1,000 Sq Ft	9.74	3.28	2.97	337
760	Research & Dev Center	1,000 Sq Ft	11.26	3.29	3.42	292
770	Business Park	1,000 Sq Ft	12.44	4.04	3.08	325
820	Shopping Center (avg size)	1,000 Sq Ft	37.75	16.11	2.34	427

Source: Trip Generation, Institute of Transportation Engineers, 10th Edition (2017).

Current Nonresidential Floor Area

By combining the Base Year employment data and the square feet per employee factors, the Base Year nonresidential floor area is estimated. In total, there is 23,539,742 square feet of nonresidential floor area in the unincorporated areas of Adams County. Found in Figure A10, the Industrial industry sector accounts for the majority. As noted before, it is assumed that the jobs in the Other industry sector do not generate nonresidential floor area.

Figure A10: Nonresidential Floor Area, Unincorporated Adams County

Industry Sector	Jobs	Square Feet per Employee	Nonresidential Floor Area
Retail	6,167	427	2,631,798
Service [1]	17,760	337	5,980,848
Industrial	23,750	628	14,927,096
Other [2]	7,692	-	-
Total	55,369		23,539,742

[1] Includes office and institutional jobs

[2] Includes contract and self employment

Source: DRCOG, TAZ Database; *Trip Generation*, Institute of Transportation Engineers, 10th Edition (2017).

Nonresidential Floor Area and Employment Projections

According to the Denver Regional Council of Governments' (DRCOG) employment projections, there is going to be considerable growth in the region through 2036. Utilizing DRCOG's employment forecasts from the Traffic Analysis Zone (TAZ) level database, Figure A11 illustrates the nonresidential growth in unincorporated Adams County. The nonresidential floor area is estimated by applying the ITE square feet per employee factors. By the end of the projection period, the Industrial sector observes the most job and floor area growth, however, the Service sector has a significant increase in job generation as well.

Figure A11: Nonresidential Floor Area and Employment Projections in Unincorporated Adams County

						5-Year Increments				
	Base Year 2016	1 2017	2 2018	3 2019	4 2020	5 2021	10 2026	15 2031	20 2036	Total Increase
UNINCORPORATED ADAMS COUNTY										
Jobs										
Retail	6,167	6,389	6,611	6,833	7,055	7,300	8,563	9,985	11,407	5,240
Service	17,760	18,282	18,805	19,327	19,849	20,424	23,398	26,760	30,122	12,362
Industrial	23,750	24,358	24,965	25,573	26,180	26,849	30,303	34,200	38,098	14,347
Other	7,692	7,951	8,211	8,470	8,730	9,019	10,509	12,176	13,843	6,152
Total	55,369	56,980	58,592	60,203	61,814	63,592	72,774	83,122	93,471	38,102
Nonresidential Square Feet (1,000s)										
Retail	2,632	2,727	2,821	2,916	3,011	3,115	3,654	4,261	4,868	2,236
Service	5,981	6,157	6,333	6,508	6,684	6,878	7,880	9,012	10,144	4,163
Industrial	14,927	15,309	15,691	16,072	16,454	16,874	19,045	21,495	23,944	9,017
Total	23,540	24,192	24,844	25,497	26,149	26,868	30,579	34,768	38,956	15,417

Source: DRCOG; ITE; TischlerBise

By utilizing the spatial distribution of the job projections from DRCOG, the growth is able to be allocate to the East and West Service Areas. Figure A12 illustrates the level of growth that is projected for each Service Area. Over 90 percent of the job and nonresidential floor area that is projected for unincorporated Adams County is in the West.

Figure A12: Nonresidential Floor Area and Employment Projections by Service Area

EAST SERVICE AREA										
Jobs										
Retail	175	187	200	212	224	237	306	385	464	289
Service	686	736	786	836	886	941	1,226	1,548	1,870	1,184
Industrial	321	343	364	386	407	430	552	689	827	505
Other	511	545	578	612	646	684	878	1,093	1,308	797
Total	1,693	1,811	1,928	2,046	2,163	2,293	2,962	3,715	4,469	2,775
Nonresidential Square Feet (1,000s)										
Retail	75	80	85	90	96	101	131	164	198	123
Service	231	248	265	282	298	317	413	521	630	399
Industrial	202	215	229	242	256	271	347	433	519	317
Total	508	543	579	614	650	689	890	1,119	1,347	839
WEST SERVICE AREA										
Jobs										
Retail	5,992	6,202	6,411	6,621	6,831	7,063	8,258	9,601	10,944	4,952
Service	17,074	17,546	18,019	18,491	18,963	19,483	22,172	25,212	28,252	11,178
Industrial	23,429	24,015	24,601	25,187	25,773	26,418	29,751	33,511	37,271	13,842
Other	7,181	7,407	7,632	7,858	8,084	8,335	9,631	11,083	12,535	5,355
Total	53,676	55,170	56,663	58,157	59,651	61,299	69,812	79,407	89,002	35,326
Nonresidential Square Feet (1,000s)										
Retail	2,557	2,647	2,736	2,826	2,915	3,014	3,524	4,097	4,670	2,113
Service	5,750	5,909	6,068	6,227	6,386	6,561	7,467	8,490	9,514	3,764
Industrial	14,725	15,093	15,462	15,830	16,198	16,604	18,698	21,062	23,425	8,700
Total	23,032	23,649	24,266	24,883	25,499	26,179	29,689	33,649	37,609	14,577

Source: DRCOG; ITE; TischlerBise



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 10, 2019
SUBJECT: 2020 Budget Proposed for Adoption
FROM: Nancy Duncan, Budget and Performance Measurement Director
AGENCY/DEPARTMENT: Budget and Performance Measurement Department
HEARD AT STUDY SESSION ON: October 15 and 29, 2019; November 5, 12, and 19, 2019
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners considers the 2020 Proposed Budget being recommended by the County Manager.

BACKGROUND:

As a political subdivision of the State of Colorado, Adams County prepares an annual budget as required by Colorado State Statutes (CRS 29-1-103). As part of the 2020 annual budget development process, the 2020 Proposed Budget was proposed during Public Hearing on October 15, 2019. In addition to this Public Hearing, the Board of County Commissioners reviewed the 2020 Proposed Budget at working sessions in October and November 2019. The proposed budget was posted for public review on November 25, 2019 to allow for public comment prior to final adoption of the budget scheduled on December 10, 2019.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Budget and Performance Measurement Department

ATTACHED DOCUMENTS:

Presentation & Resolution

FISCAL IMPACT:

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

Fund:**Cost Center:**

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

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

New FTEs requested: ☐ YES ☐ NO

Future Amendment Needed: ☐ YES ☐ NO

Additional Note:

RESOLUTION APPROVING EXPENDITURES AND REVENUES FOR EACH FUND AND ADOPTING A BUDGET FOR ADAMS COUNTY, STATE OF COLORADO, FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2020 AND ENDING ON THE LAST DAY OF DECEMBER 2020

WHEREAS, the Board of County Commissioners of Adams County ("Board") has appointed Raymond Gonzales, County Manager, to prepare and submit a proposed budget to said Board at the proper time; and,

WHEREAS, Raymond Gonzales, County Manager, has submitted a proposed budget to the Board on October 15, 2019, for its consideration; and,

WHEREAS, upon due and proper notice, in accordance with the law, said proposed budget was open for inspection by the public at a designated place, and interested taxpayers were given the opportunity to file or register any comments regarding said proposed budget.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the budget as submitted and summarized by fund on the attached Exhibit "A", is approved and adopted as the budget of the County of Adams, subject to the Adams County Colorado Annual Budget provisions on Fiscal Policy and Budget Process, and Adams County Purchasing Policy and Procedures Manual, adopted by previous resolution, for the year 2020 and, hereby incorporated into and made part of this resolution.

EXHIBIT "A"

2020 Annual Budget for the Calendar Year Beginning on the First Day of
January 2020 and Ending on the Last Day of December 2020

Section 1. Adopted Expenditures and Transfers-Out for Each Fund:

General Fund	\$242,256,621
Capital Facilities Fund	39,327,624
Golf Course Fund	2,849,609
Fleet Management Fund	10,244,461
Stormwater Utility Fund	3,743,119
Road & Bridge Fund	64,712,309
Social Services Fund	120,529,837
Retirement Fund	2,523,036
Insurance Fund	26,430,422
Developmentally Disabled Fund	1,650,048
Conservation Trust Fund	672,955
Waste Management Fund	3,076,255
Open Space Projects Fund	6,819,800
Open Space Sales Tax Fund	26,280,344
DIA Noise Mitigation & Coordinating Fund	45,000
Community Development Block Grant Fund	7,138,084
Head Start Fund	5,312,615
Community Services Block Grant Fund	479,436
Workforce & Business Center Fund	5,835,009
Colorado Air & Space Fund	3,812,675
FlatRock Facility Fund	544,122
TOTAL ADOPTED EXPENDITURES	\$574,283,381

Section 2. Adopted Revenues and Transfers In For Each Fund:

GENERAL FUND

From Unappropriated Fund Balance	\$	2,305,705
From Sources other than General Property Tax		56,805,834
From General Property Tax Levy		183,145,082
Transfers In		-
TOTAL GENERAL FUND	\$	242,256,621

CAPITAL FACILITIES FUND

From Unappropriated Fund Balance	\$	9,186,208
From Sources other than General Property Tax		26,021,416
From General Property Tax Levy		-
Transfers In		4,120,000
TOTAL CAPITAL FACILITIES FUND	\$	39,327,624

GOLF COURSE FUND

From Unappropriated Fund Balance	\$	-
From Sources other than General Property Tax		2,849,609
From General Property Tax Levy		-
Transfers In		-
TOTAL GOLF COURSE FUND	\$	2,849,609

FLEET MANAGEMENT FUND

From Unappropriated Fund Balance	\$	19,499
From Sources other than General Property Tax		9,031,236
From General Property Tax Levy		-
Transfers In		1,193,726
TOTAL FLEET MANAGEMENT FUND	\$	10,244,461

STORMWATER UTILITY FUND

From Unappropriated Fund Balance	\$	1,421,119
From Sources other than General Property Tax		2,322,000
From General Property Tax Levy		-
Transfers In		-
TOTAL STORMWATER UTILITY FUND	\$	3,743,119

ROAD & BRIDGE FUND

From Unappropriated Fund Balance	\$	10,270,703
From Sources other than General Property Tax		43,995,916
From General Property Tax Levy		10,445,690
Transfers In		-
TOTAL ROAD & BRIDGE FUND	\$	64,712,309

SOCIAL SERVICES FUND

From Unappropriated Fund Balance	\$	-
From Sources other than General Property Tax		102,426,653
From General Property Tax Levy		18,103,184
Transfers In		-
TOTAL SOCIAL SERVICES FUND	\$	120,529,837

RETIREMENT FUND:

From Unappropriated Fund Balance	\$	-
From Sources other than General Property Tax		-
From General Property Tax Levy		2,523,036
Transfers In		-
TOTAL RETIREMENT FUND	\$	2,523,036

INSURANCE FUND:

From Unappropriated Fund Balance	\$	-
From Sources other than General Property Tax		26,430,422
From General Property Tax Levy		-
Transfers In		-
TOTAL INSURANCE FUND	\$	26,430,422

DEVELOPMENTALLY DISABLED FUND

From Unappropriated Fund Balance	\$	-
From Sources other than General Property Tax		-
From General Property Tax Levy		1,650,048
Transfers In		-
TOTAL DEVELOPMENTALLY DISABLED FUND	\$	1,650,048

CONSERVATION TRUST FUND

From Unappropriated Fund Balance		
From Sources other than General Property Tax		672,955
From General Property Tax Levy		-
Transfers In		-
TOTAL CONSERVATION TRUST FUND	\$	672,955

WASTE MANAGEMENT FUND

From Unappropriated Fund Balance	\$	-
From Sources other than General Property Tax		376,255
From General Property Tax Levy		-
Transfers In		2,700,000
TOTAL WASTE MANAGEMENT FUND	\$	3,076,255

OPEN SPACE PROJECTS FUND

From Unappropriated Fund Balance	\$	433,196
From Sources other than General Property Tax		86,604
From General Property Tax Levy		-
Transfers In		6,300,000
TOTAL OPEN SPACE PROJECTS FUND	\$	6,819,800

OPEN SPACE SALES TAX FUND

From Unappropriated Fund Balance	\$	3,971,299
From Sources other than General Property Tax		22,309,045
From General Property Tax Levy		-
Transfers In		-
TOTAL OPEN SPACE SALES TAX FUND	\$	26,280,344

DIA NOISE MITIGATION & COORDINATING FUND

From Unappropriated Fund Balance	\$	13,286
From Sources other than General Property Tax		31,714
From General Property Tax Levy		-
Transfers In		-
TOTAL DIA NOISE MITIGATION & COORDINATING FUND:	\$	45,000

COMMUNITY DEVELOPMENT BLOCK GRANT FUND

From Unappropriated Fund Balance	\$	427,426
From Sources other than General Property Tax		6,710,658
From General Property Tax Levy		-
Transfers In		-
TOTAL COMMUNITY DEVELOPMENT BLOCK GRANT FUND	\$	7,138,084

HEAD START FUND

From Unappropriated Fund Balance	\$	-
From Sources other than General Property Tax		5,165,615
From General Property Tax Levy		-
Transfers In		147,000
TOTAL HEAD START FUND	\$	5,312,615

COMMUNITY SERVICES BLOCK GRANT FUND

From Unappropriated Fund Balance	\$	-
From Sources other than General Property Tax		479,436
From General Property Tax Levy		-
Transfers In		-
TOTAL COMMUNITY SERVICES BLOCK GRANT FUND	\$	479,436

WORKFORCE & BUSINESS CENTER FUND

From Unappropriated Fund Balance	\$	-
From Sources other than General Property Tax		5,434,793
From General Property Tax Levy		-
Transfers In		<u>400,216</u>
TOTAL WORKFORCE & BUSINESS CENTER FUND	\$	5,835,009

COLORADO AIR & SPACE FUND

From Unappropriated Fund Balance	\$	325,150
From Sources other than General Property Tax		3,087,525
From General Property Tax Levy		-
Transfers In		<u>400,000</u>
TOTAL FRONT RANGE AIRPORT FUND	\$	3,812,675

FLATROCK FACILITY FUND

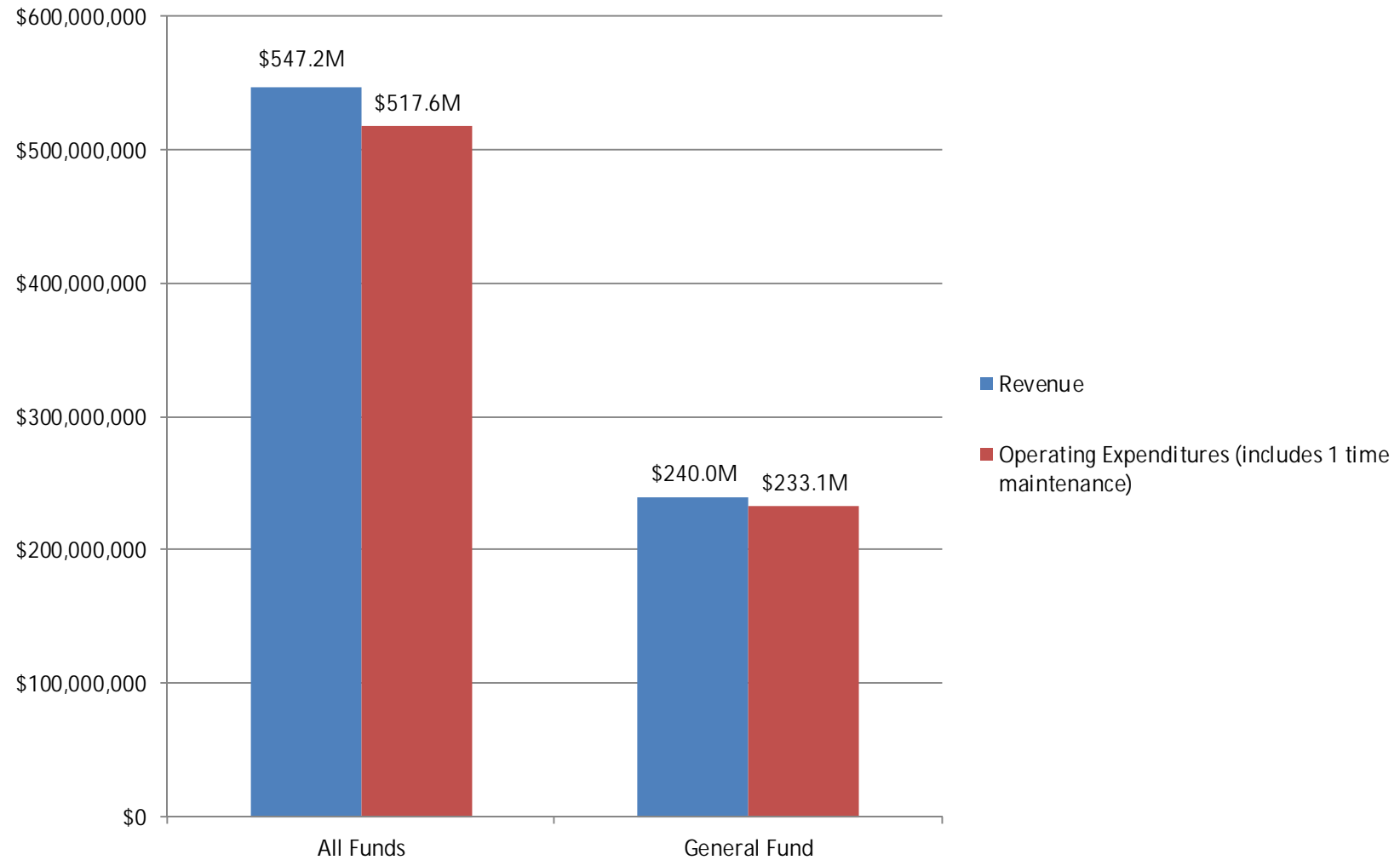
From Unappropriated Fund Balance	\$	20,904
From Sources other than General Property Tax		523,218
From General Property Tax Levy		-
Transfers In		<u>-</u>
TOTAL FLATROCK FACILITY FUND	\$	544,122



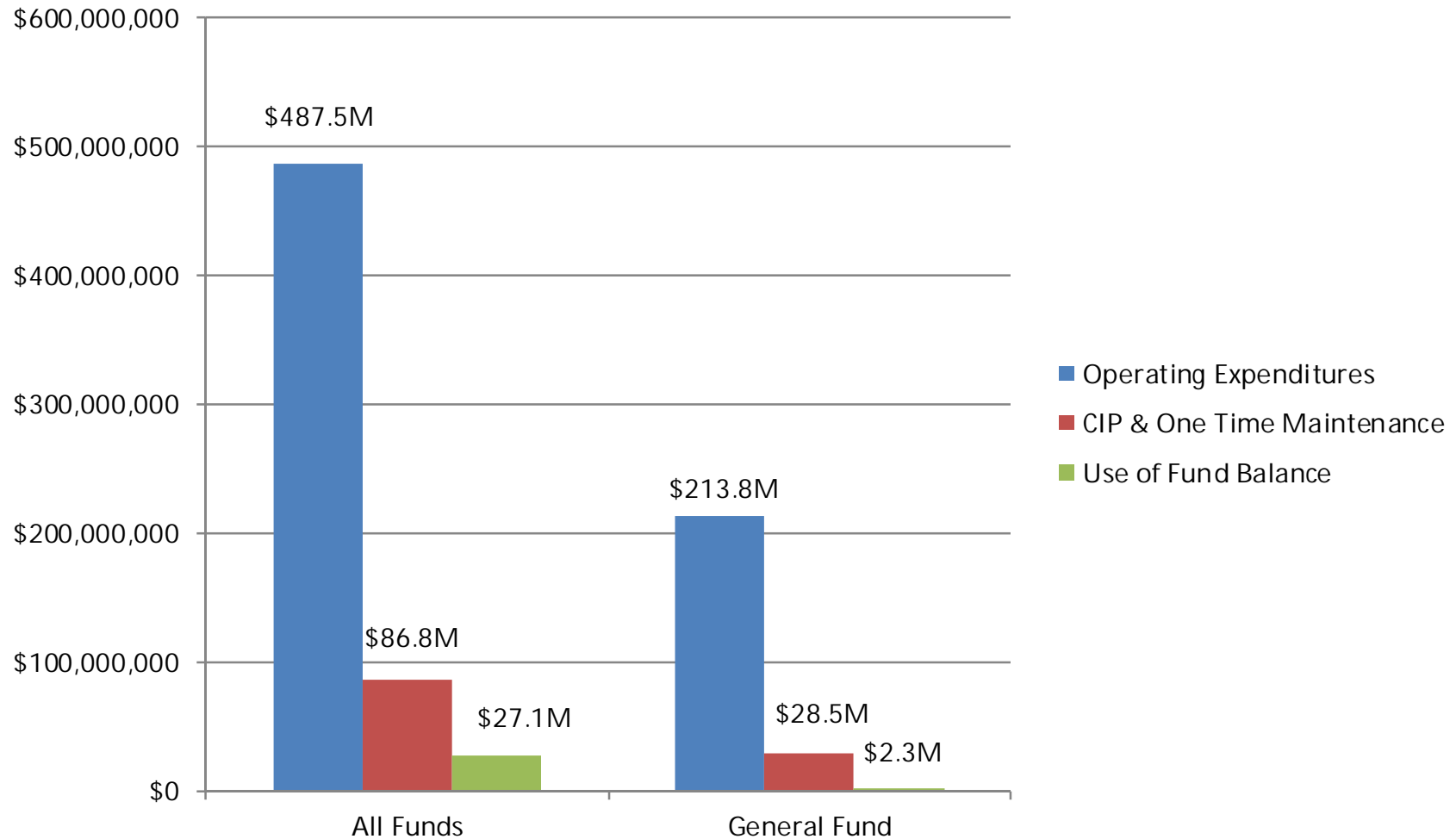
2020

PRELIMINARY BUDGET

2020 Proposed Revenues & Operating Expenditures



2020 Proposed Expenditures & Use of Fund Balance





PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 10, 2019
SUBJECT: 2020 Budget Proposed for Adoption
FROM: Nancy Duncan, Budget and Performance Measurement Director
AGENCY/DEPARTMENT: Budget and Performance Measurement Department
HEARD AT STUDY SESSION ON: October 15 and 29, 2019; November 5, 12, and 19, 2019
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners considers the 2020 Proposed Budget being recommended by the County Manager.

BACKGROUND:

As a political subdivision of the State of Colorado, Adams County prepares an annual budget as required by Colorado State Statutes (CRS 29-1-103). As part of the 2020 annual budget development process, the 2020 Proposed Budget was proposed during Public Hearing on October 15, 2019. In addition to this Public Hearing, the Board of County Commissioners reviewed the 2020 Proposed Budget at working sessions in October and November 2019. The proposed budget was posted for public review on November 25, 2019 to allow for public comment prior to final adoption of the budget scheduled on December 10, 2019.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Budget and Performance Measurement Department

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

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

Fund:**Cost Center:**

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

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

New FTEs requested: ☐ YES ☐ NO

Future Amendment Needed: ☐ YES ☐ NO

Additional Note:

RESOLUTION APPROVING THE CERTIFICATION OF MILL LEVIES FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2020 AND ENDING ON THE LAST DAY OF DECEMBER 2020

WHEREAS, the Board of County Commissioners is required to levy against the valuation of all taxable property existing on the assessment date within the various taxing districts; and,

WHEREAS, the various taxing authorities submit certifications requesting the Board of County Commissioners to levy the requisite taxes for all purposes required by law in the amount set forth in the respective resolution; and,

WHEREAS, the Board of County Commissioners has received the requests to levy taxes of the various taxing districts within the County of Adams; and,

WHEREAS, the County itself desires to levy a tax of 26.917 mills, which includes an abatement levy of 0.138 mills, upon each dollar of the total assessed valuation of all taxable property within the county; and,

WHEREAS, the County desires to establish the following separate funds for mill levy purposes and its corresponding mill levy for the calendar year commencing January 1, 2020:

General Fund	22.793
Road & Bridge Fund	1.300
Social Services Fund	2.253
Retirement Fund	0.314
Developmentally Disabled Fund	0.257
Total 2020 Mill Levy	26.917

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the above named funds and their corresponding mill levies are approved and established for the calendar year 2020.

BE IT FURTHER RESOLVED, that the levies and revenues for each fund as set forth in the County Commissioners' Certificate of Levies and Revenue, Adams County, Colorado for the year 2020 be and hereby are approved and a copy of the Commissioners' Certification of Levies and Revenue is made a part hereof by reference and attached hereto and said taxes so levied and certified by the Board of County Commissioners are hereby and herewith certified to the County Assessor.

BE IT FURTHER RESOLVED, that the mill levies and revenue for the various taxing districts located within the County of Adams, State of Colorado, as set forth in the County Commissioners' Certification of Levies and Revenue, Adams County, Colorado, for the year 2020 a copy of which is hereby and herewith made a part hereof by reference, be and hereby is adopted and that a levy against the valuation of all taxable properties existing on the assessment date within the respective various taxing districts be and hereby is made and the same is certified to the County Assessor.

BE IT FURTHER RESOLVED, that the Board of County Commissioners of Adams County, in certifying the mill levies of the above noted taxing districts, is performing a ministerial and non-discretionary act to comply with the requirements of Sections 39-1-111 and 39-5-128, C.R.S.; that the Board of County

Commissioners has no authority to modify the mill levies so certified to it; and therefore, that the Board of County Commissioners assumes no liability or responsibility associated with any levy of any of the above noted taxing districts.

BE IT FURTHER RESOLVED, that a copy of the County Commissioners' Certification of Levies and Revenue, certified to the Assessor, be mailed to the Division of Property Taxation, Division of Local Government, and Department of Education.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 10, 2019
SUBJECT: 2020 Budget Proposed for Adoption
FROM: Nancy Duncan, Budget and Performance Measurement Director
AGENCY/DEPARTMENT: Budget and Performance Measurement Department
HEARD AT STUDY SESSION ON: October 15 and 29, 2019; November 5, 12, and 19, 2019
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners considers the 2020 Proposed Budget being recommended by the County Manager.

BACKGROUND:

As a political subdivision of the State of Colorado, Adams County prepares an annual budget as required by Colorado State Statutes (CRS 29-1-103). As part of the 2020 annual budget development process, the 2020 Proposed Budget was proposed during Public Hearing on October 15, 2019. In addition to this Public Hearing, the Board of County Commissioners reviewed the 2020 Proposed Budget at working sessions in October and November 2019. The proposed budget was posted for public review on November 25, 2019 to allow for public comment prior to final adoption of the budget scheduled on December 10, 2019.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Budget and Performance Measurement Department

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

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

Fund:**Cost Center:**

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

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

New FTEs requested: ☐ YES ☐ NO

Future Amendment Needed: ☐ YES ☐ NO

Additional Note:

RESOLUTION APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS IN THE AMOUNTS AND FOR THE PURPOSES AS SET FORTH BELOW, FOR THE COUNTY OF ADAMS, STATE OF COLORADO, FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2020 AND ENDING ON THE LAST DAY OF DECEMBER 2020

WHEREAS, the Board of County Commissioners, County of Adams, State of Colorado, has adopted the annual budget in accordance with the Local Government Budget Law, on the 10th day of December, 2019; and,

WHEREAS, the Board of County Commissioners, has made provision therein for the revenues in an amount equal to or greater than the total proposed expenditure as set forth in said budget; and,

WHEREAS, it is not only required by law, but also necessary to appropriate the revenues provided in the budget to and for the purposes described in the attached Exhibit "A", so as not to impair the operations of the County.

NOW, THEREFORE BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the revenues provided in the budget to and for the purposes described in the attached Exhibit "A", are hereby approved and appropriated.

EXHIBIT "A"

2020 Annual Budget for the Calendar Year Beginning on the First Day of January
2020 and Ending on the Last Day of December 2020

Section 1. That The Following Sums Are Hereby Appropriated From the Revenue
of Each Fund, to Each Fund, for Purposes Stated:

GENERAL FUND:

Current Operating Expenses	\$ 224,531,858
Capital Outlay	9,160,547
Transfers Out	8,564,216
TOTAL GENERAL FUND	<u>\$ 242,256,621</u>

CAPITAL FACILITIES FUND:

Current Operating Expenses	\$ 16,442,624
Capital Outlay	22,885,000
Transfers Out	-
TOTAL CAPITAL FACILITIES FUND	<u>\$ 39,327,624</u>

GOLF COURSE FUND:

Current Operating Expenses	\$ 2,744,609
Capital Outlay	105,000
Transfers Out	-
TOTAL GOLF COURSE FUND	<u>\$ 2,849,609</u>

FLEET MANAGEMENT FUND:

Current Operating Expenses	\$ 5,100,735
Capital Outlay	5,143,726
Transfers Out	-
TOTAL FLEET MANAGEMENT FUND	<u>\$ 10,244,461</u>

STORMWATER UTILITY FUND

Current Operating Expenses	\$ 843,119
Capital Outlay	2,900,000
Transfers Out	-
TOTAL STORMWATER UTILITY FUND	<u>\$ 3,743,119</u>

ROAD & BRIDGE FUND:	
Current Operating Expenses	\$ 54,175,583
Capital Outlay	10,140,000
Transfers Out	<u>396,726</u>
TOTAL ROAD & BRIDGE FUND	\$ 64,712,309

SOCIAL SERVICES FUND:	
Current Operating Expenses	\$ 120,529,837
Capital Outlay	-
Transfers Out	<u>-</u>
TOTAL SOCIAL SERVICES FUND	\$ 120,529,837

RETIREMENT FUND:	
Current Operating Expenses	\$ 2,523,036
Capital Outlay	-
Transfers Out	<u>-</u>
TOTAL RETIRMENT FUND	\$ 2,523,036

INSURANCE FUND:	
Current Operating Expenses	\$ 26,430,422
Capital Outlay	-
Transfers Out	<u>-</u>
TOTAL INSURANCE FUND	\$ 26,430,422

DEVELOPMENTALLY DISABLED FUND:	
Current Operating Expenses	\$ 1,650,048
Capital Outlay	-
Transfers Out	<u>-</u>
TOTAL DEVELOPMENTALLY DISABLED FUND	\$ 1,650,048

CONSERVATION TRUST FUND:	
Current Operating Expenses	\$ 672,955
Capital Outlay	-
Transfers Out	<u>-</u>
TOTAL CONSERVATION TRUST FUND	\$ 672,955

WASTE MANAGEMENT FUND:	
Current Operating Expenses	\$ 3,076,255
Capital Outlay	-
Transfers Out	<u>-</u>
TOTAL WASTE MANAGEMENT FUND	\$ 3,076,255

OPEN SPACE PROJECTS FUND	
Current Operating Expenses	\$ 519,800
Capital Outlay	6,300,000
Transfers Out	-
TOTAL OPEN SPACE PROJECTS FUND	<u>\$ 6,819,800</u>
OPEN SPACE SALES TAX FUND:	
Current Operating Expenses	\$ 19,980,344
Capital Outlay	-
Transfers Out	6,300,000
TOTAL OPEN SPACE SALES TAX FUND	<u>\$ 26,280,344</u>
DIA NOISE MITIGATION & COORDINATING FUND	
Current Operating Expenses	\$ 45,000
Capital Outlay	-
Transfers Out	-
TOTAL DIA NOISE MITIGATION & COORDINATING FUND	<u>\$ 45,000</u>
COMMUNITY DEVELOPMENT BLOCK GRANT FUND:	
Current Operating Expenses	\$ 7,138,084
Capital Outlay	-
Transfers Out	-
TOTAL COMMUNITY DEVELOPMENT BLOCK GRANT FUND	<u>\$ 7,138,084</u>
HEAD START FUND:	
Current Operating Expenses	\$ 5,312,615
Capital Outlay	-
Transfers Out	-
TOTAL HEAD START FUND	<u>\$ 5,312,615</u>
COMMUNITY SERVICES BLOCK GRANT FUND:	
Current Operating Expenses	\$ 479,436
Capital Outlay	-
Transfers Out	-
TOTAL COMMUNITY SERVICES BLOCK GRANT FUND	<u>\$ 479,436</u>
WORKFORCE & BUSINESS CENTER FUND	
Current Operating Expenses	\$ 5,835,009
Capital Outlay	-
Transfers Out	-
TOTAL WORKFORCE & BUSINESS CENTER FUND	<u>\$ 5,835,009</u>

COLORADO AIR & SPACE FUND

Current Operating Expenses	\$ 3,762,675
Capital Outlay	50,000
Transfers Out	-
TOTAL FRONT RANGE AIRPORT FUND	<u>\$ 3,812,675</u>

FLATROCK FACILITY FUND

Current Operating Expenses	\$ 544,122
Capital Outlay	-
Transfers Out	-
TOTAL FLATROCK FACILITY FUND	<u>\$ 544,122</u>



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 10, 2019
SUBJECT: 2020 Budget Proposed for Adoption
FROM: Nancy Duncan, Budget and Performance Measurement Director
AGENCY/DEPARTMENT: Budget and Performance Measurement Department
HEARD AT STUDY SESSION ON: October 15 and 29, 2019; November 5, 12, and 19, 2019
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners considers the 2020 Proposed Budget being recommended by the County Manager.

BACKGROUND:

As a political subdivision of the State of Colorado, Adams County prepares an annual budget as required by Colorado State Statutes (CRS 29-1-103). As part of the 2020 annual budget development process, the 2020 Proposed Budget was proposed during Public Hearing on October 15, 2019. In addition to this Public Hearing, the Board of County Commissioners reviewed the 2020 Proposed Budget at working sessions in October and November 2019. The proposed budget was posted for public review on November 25, 2019 to allow for public comment prior to final adoption of the budget scheduled on December 10, 2019.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Budget and Performance Measurement Department

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

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

Fund:**Cost Center:**

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

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

New FTEs requested: ☐ YES ☐ NO

Future Amendment Needed: ☐ YES ☐ NO

Additional Note:

RESOLUTION APPROVING ADAMS COUNTY 2020 FEE SCHEDULE FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2020 AND ENDING ON THE LAST DAY OF DECEMBER 2020

WHEREAS, the Board of County Commissioners, County of Adams, State of Colorado, has determined that it is prudent to create a Fee Schedule to provide efficiency, economy, and uniformity in establishing and adjusting fees charged by Adams County into one abbreviated schedule; and,

WHEREAS, the fees set forth in the Fee Schedule are reasonably calculated to compensate Adams County for services provided to individuals paying said fees; and,

WHEREAS, fees set forth in the Fee Schedule may be added to or amended periodically by adoption of a resolution; and,

WHEREAS, the Board of County Commissioners, County of Adams, State of Colorado, shall review the Fee Schedule on at least an annual basis for the purposes of adjusting and updating fees charged by Adams County, and any amendments or additions thereto may be made by resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the 2020 Fee Schedule as defined in the attached Exhibit "A" is hereby approved.

EXHIBIT "A"

Section 1. Building, Electrical, Plumbing, and Mechanical Permit Fees

VALUATION	PERMIT FEE	PLAN REVIEW	VALUATION	PERMIT FEE	PLAN REVIEW	VALUATION	PERMIT FEE	PLAN REVIEW
\$1-\$500	\$24.00	\$16.00	\$26,000	\$333.00	\$216.00	\$65,000	\$712.00	\$463.00
\$600	\$27.00	\$18.00	\$27,000	\$344.00	\$224.00	\$66,000	\$721.00	\$469.00
\$700	\$30.00	\$20.00	\$28,000	\$355.00	\$231.00	\$67,000	\$730.00	\$475.00
\$800	\$33.00	\$21.00	\$29,000	\$366.00	\$238.00	\$68,000	\$739.00	\$480.00
\$900	\$36.00	\$23.00	\$30,000	\$377.00	\$245.00	\$69,000	\$748.00	\$486.00
\$1,000	\$39.00	\$25.00	\$31,000	\$388.00	\$252.00	\$70,000	\$757.00	\$492.00
\$1,100	\$42.00	\$27.00	\$32,000	\$399.00	\$259.00	\$71,000	\$766.00	\$498.00
\$1,200	\$45.00	\$29.00	\$33,000	\$410.00	\$267.00	\$72,000	\$775.00	\$504.00
\$1,300	\$48.00	\$31.00	\$34,000	\$421.00	\$274.00	\$73,000	\$784.00	\$510.00
\$1,400	\$51.00	\$33.00	\$35,000	\$432.00	\$281.00	\$74,000	\$793.00	\$515.00
\$1,500	\$54.00	\$35.00	\$36,000	\$443.00	\$288.00	\$75,000	\$802.00	\$521.00
\$1,600	\$57.00	\$37.00	\$37,000	\$454.00	\$295.00	\$76,000	\$811.00	\$527.00
\$1,700	\$60.00	\$39.00	\$38,000	\$465.00	\$302.00	\$77,000	\$820.00	\$533.00
\$1,800	\$63.00	\$41.00	\$39,000	\$476.00	\$309.00	\$78,000	\$829.00	\$539.00
\$1,900	\$66.00	\$43.00	\$40,000	\$487.00	\$317.00	\$79,000	\$838.00	\$545.00
\$2,000	\$69.00	\$45.00	\$41,000	\$496.00	\$322.00	\$80,000	\$847.00	\$551.00
\$3,000	\$80.00	\$52.00	\$42,000	\$505.00	\$328.00	\$81,000	\$856.00	\$556.00
\$4,000	\$91.00	\$59.00	\$43,000	\$514.00	\$334.00	\$82,000	\$865.00	\$562.00
\$5,000	\$102.00	\$66.00	\$44,000	\$523.00	\$340.00	\$83,000	\$874.00	\$568.00
\$6,000	\$113.00	\$73.00	\$45,000	\$532.00	\$346.00	\$84,000	\$883.00	\$574.00
\$7,000	\$124.00	\$81.00	\$46,000	\$541.00	\$352.00	\$85,000	\$892.00	\$580.00
\$8,000	\$135.00	\$88.00	\$47,000	\$550.00	\$358.00	\$86,000	\$901.00	\$586.00
\$9,000	\$146.00	\$95.00	\$48,000	\$559.00	\$363.00	\$87,000	\$910.00	\$592.00
\$10,000	\$157.00	\$102.00	\$49,000	\$568.00	\$369.00	\$88,000	\$919.00	\$597.00
\$11,000	\$168.00	\$109.00	\$50,000	\$577.00	\$375.00	\$89,000	\$928.00	\$603.00
\$12,000	\$179.00	\$116.00	\$51,000	\$586.00	\$381.00	\$90,000	\$937.00	\$609.00
\$13,000	\$190.00	\$124.00	\$52,000	\$595.00	\$387.00	\$91,000	\$946.00	\$615.00
\$14,000	\$201.00	\$131.00	\$53,000	\$604.00	\$393.00	\$92,000	\$955.00	\$621.00
\$15,000	\$212.00	\$138.00	\$54,000	\$613.00	\$398.00	\$93,000	\$964.00	\$627.00
\$16,000	\$223.00	\$145.00	\$55,000	\$622.00	\$404.00	\$94,000	\$973.00	\$632.00
\$17,000	\$234.00	\$152.00	\$56,000	\$631.00	\$410.00	\$95,000	\$982.00	\$638.00
\$18,000	\$245.00	\$159.00	\$57,000	\$640.00	\$416.00	\$96,000	\$991.00	\$644.00
\$19,000	\$256.00	\$166.00	\$58,000	\$649.00	\$422.00	\$97,000	\$1,000.00	\$650.00
\$20,000	\$267.00	\$174.00	\$59,000	\$658.00	\$428.00	\$98,000	\$1,009.00	\$656.00
\$21,000	\$278.00	\$181.00	\$60,000	\$667.00	\$434.00	\$99,000	\$1,018.00	\$662.00
\$22,000	\$289.00	\$188.00	\$61,000	\$676.00	\$439.00	\$100,000	\$1,027.00	\$668.00
\$23,000	\$300.00	\$195.00	\$62,000	\$685.00	\$445.00	For fees \$100,001 and over see below		
\$24,000	\$311.00	\$202.00	\$63,000	\$694.00	\$451.00			
\$25,000	\$322.00	\$209.00	\$64,000	\$703.00	\$457.00			

Total Valuation	Fee
\$100,001 to \$500,000	\$1,027 for the first \$100,000; plus \$7.00 for each additional \$1,000 or fraction thereof, to and including \$500,000, plus 65% of permit fee for plan review
\$500,001 to 1,000,000	\$3,827 for the first \$500,000; plus \$5.00 for each additional \$1,000 or fraction thereof, to and including \$1,000,000, plus 65% of permit fee for plan review
\$1,000,001 to 5,000,000	\$6,327 for the first \$1,000,000; plus \$3.00 for each additional \$1,000 or fraction thereof, to and including \$5,000,000, plus 65% of permit fee for plan review
\$5,000,001 and over	\$18,327 for the first \$5,000,000; plus \$1.00 for each additional \$1,000 or fraction thereof, plus 65% of permit fee for plan review

OTHER FEES

Inspections outside of normal business hours = \$100 per hour¹, with a minimum two-hour charge

Re-inspection fees = \$75.00⁵

Inspection for which no fee is specifically indicated = \$100 per hour¹

Additional plan review required by changes, additions or revisions to plans = \$100 per hour¹

For use of outside consultants for plan checking and inspections, or both = actual cost²

Plan review fee, residential = see below³

Plan review fee, commercial = see below⁴

¹ Or the total hourly cost to the jurisdiction, whichever is greater. The cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

² Actual costs include administrative and overhead costs.

³ R108.6 Plan review fee. When submittal documents are required by section 106.1, a plan review fee equal to 65 percent

⁴ 108.5.1 Plan review fee. When documents are required by Section 106.1, a plan review fee shall be charged on all permits.

⁵ Re-inspection fee may apply under the following conditions;

- a. Inspections rescheduled or cancelled after inspection cut off day or time.
- b. Inspections scheduled and the work is not complete or ready for inspection.

Section 2. Stormwater Fees

Residential: Total site square footage of impervious area X 0.02004, or \$83.00, whichever is less

Commercial: Total site square footage of impervious area X 0.02004, or \$746.00, whichever is less

Exempt: Total site square footage of impervious area X 0.02004, or \$446.00, whichever is less

Industrial: Total site square footage of impervious area X 0.02004, or \$886.00, whichever is less

Agricultural: Total site square footage of impervious area X 0.02004, or \$131.00, whichever is less

State-Assessed: Total site square footage of impervious area X 0.02004, or \$886.00, whichever is less

Mine: Total site square footage of impervious area X 0.02004, or \$68.00, whichever is less

Minimum Fee: All developed properties with at least 500 sq ft and up to up to 1,000 sq ft of billable impervious surface area are charged a minimum fee of \$20.04 per year. There is no fee for properties with less than 500 sq ft of impervious area.

Section 3. Parks Fees

Fairgrounds Building Rentals	Regular Rates	Non Profit Rates*
Waymire Building	\$3,500 - \$6,000	\$1,000 - \$2,000
Rendezvous Rooms	\$800 - \$1,000	\$75 - \$200
Dome Kitchen	\$300- \$1,000	\$150 - \$500
Exhibit Hall	\$2,200 - \$3,800	\$850 - \$1,000
Al Lesser	\$1,450 - \$1,700	\$325 - \$500

*Non Profit rate is for Adams County 501c3 Organizations

Shelter Rentals	Regular Rates	Non Profit Rates*
Rotella Park Shelters 1 through 7	\$100	n/a
Regional Park Pavillions A&B	\$100 - \$300	n/a
Ampitheater Private Party	\$4,000	n/a

*Non Profit rate is for Adams County 501c3 Organizations

	Mo-Th Only
Arena Grandstands Daytime Fee	\$850.00
Arena Grandstands Nighttime Fee	\$1,000.00
Hourly Rate	\$120.00
4H Horse Arena	\$250.00
Sale Barn	\$600.00
North Parking Lot	\$850.00
South Dome Parking Lot	\$350.00
Arena, swine barn	\$120.00
Stalls (each)	\$15.00
Show rate	\$15.00
Multi-Day rate	\$15.00
Rough stock pens	\$55.00
Concession area, outdoor arena	\$175.00
Vendor's Permit (1 day permit)	\$50.00
Camper hook-up, complete	\$20.00
Overnight vehicle permit (without Event)	n/a
Overnight vehicle permit (with Event)	\$10.00
Unpaved South Parking Lot (Office Bldg)	\$350.00
Parking Lot South of Sale Barn	\$150.00
Additional Chairs (based on availability from other bldgs)	n/a
Conference Room	\$100.00
Labor per man hour	\$50.00
Facility Admission Surcharge	Call for pricing
Bar Fees (low end for drinks, high end for kegs of beer)	\$5 - \$300

EQUIPMENT (hourly rate/operator not included)

Skid Steer Loader	\$50.00
Backhoe	\$75.00
1.5 cubic yard loader	\$75.00
Forklift	\$50.00
Scissors lift	\$50.00
Water Truck	\$150.00
Portable Announcers Booth	\$50.00

CANCELLATIONS

Written Notice

60+ days	all rental fees refunded
59-30 days	1/2 rental fees refunded
<30 days	no fees refunded

Section 4. Golf Course Fees

Dunes Weekday Resident Rate	\$37.00
Dunes Weekday Non Resident Rate	\$40.00
Dunes Weekend Resident Rate	\$45.00
Dunes Weekend Non Resident Rate	\$49.00
Dunes Twi-Lite Rate	\$32.00
Dunes 9 Hole Rate	\$25.00
Knolls Weekday Rate	\$28.00
Knolls Weekend Rate	\$33.00
Knolls 9 Hole Rate	\$17.00
Knolls Twi-Lite Rate	\$22.00

18 Golf Cart Fees	\$32	\$16.00	Per Rider
Twi-Lite Cart Fees	\$24	\$12.00	Per Rider

Section 5. Conference Center Fees

Conference Center rental prices				
Room	Seating	Set-up	Half Day	Whole Day
Platte River A	56	Classroom seating / Projector/Screen	\$200	\$400
Platte River B	48	Classroom seating / Projector/Screen	\$200	\$400
Platte River C	48	Classroom seating / Projector/Screen	\$200	\$400
Platte River D	40	Classroom seating / Projector/Screen	\$200	\$400
Brantner Gulch A	32	Classroom seating / Projector/Screen	\$100	\$200
Brantner Gulch C	24	Classroom seating / Projector/Screen	\$100	\$200
Clear Creek F	26	U shape seating/Projector/Screen	\$100	\$200
Clear Creek E	20	U shape seating/Projector/Screen	\$100	\$200
Platte River B/C	96	Classroom seating	\$400	\$800
Platte River C/D	48	Classroom seating	\$400	\$800
Platte River B/C/D	144	Classroom seating	\$600	\$1,200
Platte River A/B/C/D	200	Classroom seating	\$800	\$1,600

Kitchen	Microwave/Coffee maker/Fridge 50% off on Non-Profit	\$30	\$50
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Additional hour(s) past 3:30 pm will incur an overtime rate of \$38.50/hour in addition to the Half/Whole Day rate.

Damage Deposit \$300 Refundable after Event review
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Section 6. Adoption Fees

DOGS

Over 6 months old	\$100-300
6 months old and younger	\$200-400

CATS

Over 6 months old	\$25-75
6 months old and younger	\$50-115

OTHER PETS

Small Pet Animals	\$5-60
Small Farm Animals/Fowl	\$5-\$150

Adoption Hold Fee	\$20
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Note: Certain adoption fees may be priced outside of these ranges at discretion of management.
Senior Citizens (age 60+), active military, and veterans receive a 20% discount on adoption fees.

Dog License Fees (Unincorporated Adams County only)

If pet is spayed or neutered	Fee waived
If pet is not spayed neutered	\$25

End of Life Service Fees:

Humane Euthanasia Fee	
Cats and Dogs	\$50
For cats and dogs of senior citizens 60+	\$30
Small Animals	\$10-25

Cremation Fee (communal)

Dogs and Cats	\$35
Small Animal	\$10

Impound and Daily Care Fees

Daily Care Fee (strays and bite quarantine)	\$15 per day
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Cat Reclaim/Impound Fee*

With Current Pet Identification (tag, license, and/or microchip)	\$25
Without Current Pet Identification (tag, license, and/or microchip)	\$35

*Repeated impoundment of the same animal within an 18 month period will increase the fee by \$10 (cumulative) for each additional impound.

Dog Reclaim/Impound Fee*

With Current Pet Identification (tag, license, and/or microchip)	\$40
Without Current Pet Identification (tag, license, and/or microchip)	\$50

*Repeated impoundment of the same animal within an 18 month period will increase the fee by \$10 (cumulative) for each additional impound.

Rabies Vaccination Fee (for reclaim)	\$15
Rabies Vaccination Deposit	\$15

Microchip Fee	\$25
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FIV/FELV Test	\$15
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Animal Surrender Fees:	
Cats and Dogs	\$50
Litters with or without mother	\$65-95
Small Animals/Small Farm Animals	\$5-50
Out of Jurisdiction Fee	\$25
(In addition to posted surrender fees)	
Low-cost Vaccination and Microchip Clinic Fees	
CATS	
Rabies 1 year	\$15
Distemper/Panleukopenia (FVRCP)	\$15
DOGS	
Rabies 1 year	\$15
Distemper/Parvo	\$15
Bordetella	\$15
Microchip Fee (cats and dogs)	\$25

Section 7. Sheriff's Fees

Concealed Handgun Permit	
New - \$100	
Renewal - \$50, + \$15 if >180 days after expiration date	
Lost / Destroyed Permit Replacement - \$15	

FLATROCK Training Center

Range 1	Defensive Tactics Room
\$200.00 for 4 hours	\$200.00 for 4 hours
\$400.00 for 8 hours	\$400.00 for 8 hours
Range 2	Classroom
\$200.00 for 4 hours	\$100.00 for 4 hours
\$400.00 for 8 hours	\$200.00 for 8 hours
Highway Course	Skills Pad
\$200.00 for 4 hours	\$200.00 for 4 hours
\$400.00 all 8 hours	\$400.00 for 8 hours
Force Option Simulator	Physical Agility Course
\$100.00 for 4 hours	\$100.00 for 4 hours
\$200.00 for 8 hours	\$200.00 for 8 hours
Force on Force Inflatable Wall	
\$200.00 for 4 hours (use of ACSO equipment extra)	
\$400.00 for 8 hours (use of ACSO equipment extra)	

Section 8A. Traffic Impact Fees - Effective till 2/29/2020

Land Use Types	Development Unit	Impact Fee Charged
<u>Enter Number of</u>		
<u>Residential</u>	<u>Dwellings/Spaces/Rooms</u>	
Single-Family Detached	1	\$1,599.07
Multi-Family	1	\$983.13
Mobile Home park - per space	1	\$888.37
Hotel/Motel - per room	1	\$1,018.67
<u>Enter Building Square</u>		
<u>Retail Commercial</u>	<u>Footage</u>	
Shop Ctr/Gen Retail, <100,000 sf	1000	\$5,460.52
Shop Ctr/Gen Retail, 100,000 - 499,999 sf	1000	\$4,264.18
Shop Ctr/Gen Retail, 500,000 - 1,000,000 sf	1000	\$3,648.24
Shop Ctr/Gen Retail, >1,000,000 sf	1000	\$3,245.52
Auto Sales/Repair	1000	\$3,979.90
Bank	1000	\$13,100.51
Bldg Materials/Hardware/Nursery	1000	\$5,744.80
Convenience Store	1000	\$7,592.61
Discount Store	1000	\$5,436.83
Furniture Store	1000	\$639.63
Restaurant, Fast Food w/Drive-Through Window (83	1000	\$15,351.05
Restaurant, Fast Food w/o Drive-Through Window (83	1000	\$10,938.82
Local/Neighborhood Carryout/Takeout Restaurant	1000	\$7,740.40
High Quality Restaurant/or Turnover =<1Hr (831)	1000	\$3,990.67
Restaurant, Sit-down Chain/or Turnover >1 Hr	1000	\$10,660.45
<u>Enter Building Square</u>		
<u>Office Institutional</u>	<u>Enter Building Square</u>	
Office, General	1000	\$2,357.14
Office, Medical	1000	\$5,792.18
Hospital	1000	\$1,456.93
Nursing Home	1000	\$568.56
Church/Synagogue	1000	\$1,042.36
Day Care Center	1000	\$5,010.41
Elementary/Secondary School	1000	\$888.37
Junior/Community College (540)	1000	\$2,628.48
<u>Enter Building Square</u>		
<u>Industrial</u>	<u>Enter Building Square</u>	
General Light Industrial	1000	\$1,551.69
Warehouse	1000	\$805.46
Mini-Warehouse	1000	\$414.57
Truck Terminal (130) (per acre)	1	\$10,348.00
Truck Terminal (130) (1000 SF)	1000	\$1,296.00
Wrecker Sales and Service Repair	1000	\$663.87
Small, Auto Paint Contractors	1000	\$337.20

Section 8B. Traffic Impact Fees - Effective 3/1/2020 with a 3-year phase-in

West Service Area			
Land Use Types	Impact Fee Charged		
Residential	Phase 1	Phase 2	Phase 3
(sf of finished living space)	(3/1/2020 - 2/28/2021)	3/1/2021 - 2/28/2022	3/1/2022 - Forward
900 or less	\$1,492.00	\$2,096.00	\$2,700.00
901 to 1,300	\$1,959.00	\$2,934.00	\$3,910.00
1,301 to 1,800	\$2,245.00	\$3,507.00	\$4,769.00
1,801 to 2,400	\$2,946.00	\$4,292.00	\$5,639.00
2,401 or more	\$3,190.00	\$4,780.00	\$6,371.00
Non-Residential	Phase 1	Phase 2	Phase 3
(per 1,000 sf of floor area)	(3/1/2020 - 2/28/2021)	3/1/2021 - 2/28/2022	3/1/2022 - Forward
Retail	\$4,872.00	\$5,481.00	\$6,089.00
Office/Service	\$2,423.00	\$2,489.00	\$2,555.00
Industrial	\$1,031.00	\$1,031.00	\$1,031.00
East Service Area			
Land Use Types	Impact Fee Charged		
Residential	Phase 1	Phase 2	Phase 3
(sf of finished living space)	(3/1/2020 - 2/28/2021)	3/1/2021 - 2/28/2022	3/1/2022 - Forward
900 or less	\$1,561.00	\$2,233.00	\$2,906.00
901 to 1,300	\$1,865.00	\$2,747.00	\$3,629.00
1,301 to 1,800	\$2,036.00	\$3,090.00	\$4,143.00
1,801 to 2,400	\$2,621.00	\$3,643.00	\$4,665.00
2,401 or more	\$2,736.00	\$3,872.00	\$5,009.00
Non-Residential	Phase 1	Phase 2	Phase 3
(per 1,000 sf of floor area)	(3/1/2020 - 2/28/2021)	3/1/2021 - 2/28/2022	3/1/2022 - Forward
Retail	\$4,321.00	\$4,379.00	\$4,436.00
Office/Service	\$1,862.00	\$1,862.00	\$1,862.00
Industrial	\$751.00	\$751.00	\$751.00

Section 9. Planning and Development Services Fees

Community and Economic Development Department (Development Services Fee Schedule) Make checks payable to Adams County			
Resubmittal Fee: The fees are for the initial first three reviews. A new fee of 20% of the initial fee shall be required for the next three set of reviews.			
Project Type	Description	Initial Application Fee	Resubmittal Fee (20%)
Conceptual Review Meeting	Residential	\$300	NA
	Non-Residential	\$500	NA
Temporary Use Permit		\$1,000	\$200
Administrative Review Permit		\$1,000	\$200
Special Use Permit	Residential	\$500	\$100
	Non-Residential	\$700	\$140
Conditional Use Permit	Residential	\$1,000 + \$300 per additional request	\$200 + \$60 per additional request
	Non-Residential	\$1,000 + \$500 per additional request	\$200 + \$100 per additional request
	Minor	\$500	\$100
Rezoning		\$1,500	\$300
Comprehensive Plan Amendment		\$1,500	\$300
Development Code Text Amendment		\$1,000	\$200
Subdivision Plat	Exemption Plat	\$650 + \$50 per additional lot (max of \$800)	\$130 + \$10 per additional lot (max of \$160)
	Major Subdivision Plat(Prelim)	\$1,300	\$260
	Major Subdivision (Final)	\$1,500	\$300
	Minor Subdivision (Final Plat)	\$1,500	\$300
	Plat Correction (Residential)	\$500+ \$50 per any additional lot	\$100 + \$10 per additional lot
	Plat Correction (Non-residential)	\$750+ \$100 per any additional lot	\$150 + \$20 per additional lot
	Waiver from Subdivision	\$500	\$100
Subdivision Improvements Agreement (SIA)	Initial Review	\$500	\$100
	Amendments to Approved SIA	\$500	\$100
Development Agreement		\$500	\$100
Request for Release of Collateral		\$175	\$35

Planned Unit Development	Overall Development Plan	\$2,200	\$440
	Preliminary Development Plan	\$2,200	\$440
	Final Development Plan Minor Amendments	\$2,200	\$440
		\$1,100	\$220
Planning Building Permit Review	Residential	\$40	\$8
	Non-Residential	\$130	\$26
Appeal of Administrative Decision		\$500	\$100
Areas and Activities of State Interest		\$5,000+mailing cost	\$1,000
Certificate of Designation		\$4,320+ \$0.10 per cubic yard/year to a max of \$8,000	\$864 + \$0.02 per cubic yard/year to a max of \$1600
	Major Amendment	\$2,000	\$400
	Minor Amendment	\$1,000	\$200
Landscape	Inspection	\$60	N/A
	Review of landscaping bond/collateral	\$150	N/A
Variances	Residential	\$500 + \$100 for each additional request	\$100 + \$20 for each additional request
	Non-Residential	\$700 + \$100 for each additional request	\$140 + \$20 for each additional request
Zoning Verification Letter		\$150	N/A
Oil and Gas Fees			
Oil and Gas Facility Permit		\$2,600	\$520
Amendment to Oil and Gas Facility Permit		\$2,000	\$400
Oil and Gas Facility Inspection Fee		\$325 per inspection per well	
Right-of-Way Reviews			
Culvert Permit	Culvert Permit	\$70	N/A
	Additional Street Access	\$30	N/A
Oversized Load Permit	Oversize Load Permit	\$100	N/A
	Annual Permit	\$500	N/A

Utility Permit	Utility Permit (UT) Pot Hole	\$70 \$20 per pothole	N/A N/A
Trenching (per linear feet)	Gravel Paved	\$0.20 (per linear foot) \$0.40 (per linear foot)	
Roadway Vacation		\$600	\$120
Development Engineering Reviews			
Floodplain Use Permit	Residential Non-Residential	\$200 \$500	\$40 \$100
Drainage Report /On-site Grading Plans	Drainage Report Only	\$1,000 \$500	\$200 \$100
Street Construction Plans		\$100	\$20
Traffic Impact Study or Traffic Impact Analysis		\$600	\$120
Erosion and Sediment Control		\$500	\$100
Subdivision Engineering Review	<5 acres 5-25 acres >25 acres	\$1,000 \$2,500 \$7,500	\$200 \$500 \$1,500
Resubmittal Fee: the above engineering fees are for the initial first three reviews. A new fee of 20% of the initial fee shall be required for the next three set of reviews.			
Miscellaneous Fees			
Conservation Plan Permit		\$150	\$30
Bio-Solids Permit		\$300	\$60
Landfill Inspections		\$150	\$30
Gravel Mine Inspections		\$150	\$30
Land Survey Plat Deposit		\$10/per page	N/A
Seismic Study		\$40 +\$20 per vibration spot	\$8 + \$4 per vibration spot
Marijuana Licensing Fees			
Marijuana Establishment	Initial Application Renewal of Establishment	\$15,000 \$15,000	N/A N/A
Building Permit			
Building Permit Fees		Building Permit fees are based on the value of the improvements being constructed. Please contact the One- Stop Customer Center for more information	

Oil and Gas Fee Schedule Road Impact and Maintenance Fee Schedule

Fresh Water Pipeline	Produced Water Pipeline	Water Pipeline	West	East
Per Pad Fees				
n/a	n/a	n/a	\$753	\$1,767
Per Well Fees				
-	-	-	\$36,523	\$61,827
Yes	-	-	\$35,034	\$61,122
-	-	Yes	\$21,112	\$37,781
-	Yes	-	\$20,227	\$38,019
Yes	-	Yes	\$19,623	\$37,076
Yes	Yes	-	\$18,738	\$37,313
-	Yes	Yes	\$4,816	\$13,973
Yes	Yes	Yes	\$3,327	\$13,268

Section 10. Public Works Department Fees

Above Ground Utilities (linear footage)	\$70 + 0.20/lf
Above Ground Utilities	\$70
Driveway Access/Culvert (per access)	\$70
Gas & Oil Moving & Culvert (one-time)	\$500
Memorial Sign Program	\$100
Oversize Load - Single Trip	\$100
Oversize Load - Annual Permit	\$500
Permit Reinstatement	\$100
Permit Renewal	\$100
Permit Transfer	\$100
Work Without Permit	Double Fee
Pot Holing (for line locates) (proposed)	\$70 + \$20 per pothole
Reinspection Fee	\$100
Request for off hours inspection	Overtime hourly rate (3 hr minimum)
Traffic Control Plans	\$70
Street Construction Permit	
1. Gravel or unimproved surface	\$70 + 0.15/sy
2. Paved or improved surface	\$70 + 0.30/sy
Underground Utilities (linear footage)	
1. Gravel or unimproved surface	\$70 + 0.20/lf
2. Paved or improved surface	\$70 + 0.40/lf
3. Boring	\$70 + 0.20/lf
Stormwater Quality Permit Issuance	\$300/year
Stormwater Quality Permit Renewal	\$100/year
Stormwater Quality Permit Transfer	\$100
Failure to Obtain a Stormwater Quality Permit	2x Annual Permit Fee



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 10, 2019
SUBJECT: Riverdale Animal Shelter Specialty Equipment
FROM: Raymond H. Gonzales, County Manager Jim Siedlecki, Interim Deputy County Manager Benjamin Dahlman, Finance Director Jen Tierney Hammer, Procurement and Contracts Manager
AGENCY/DEPARTMENT: Facilities and Fleet Management Department
HEARD AT STUDY SESSION ON:
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves an agreement with Shoreline Manufacturing Company to provide Animal Specialty Equipment for the Riverdale Animal Shelter.

BACKGROUND:

The Riverdale Animal Shelter is comprised of a 43,000-square-foot facility, located on the south end of Riverdale Regional Park between E. 120th Avenue and Henderson Road. The new facility features state of the art modernized animal services and spaces that will better serve our community.

On August 22, 2017, The Board of County Commissioners approved the award of the contract for Construction Manager / General Contractor (CMGC) services for the Riverdale Animal Shelter to Saunders Construction. Since the award, Saunders Construction has collaborated with G Squared Design to define the scope of work for the construction of the Riverdale Animal Shelter.

As the CMGC for the Riverdale Animal Shelter, Saunders Construction conducted a competitive bidding process for animal specialty equipment to be used at the Riverdale Animal Shelter. Three bids were received.

ITEM	SHORELINE	SUBURBAN	MASONCO
PRICING	\$747,721.00	\$800,061.00	INCOMPLETE

Shoreline Manufacturing Company was the lowest most responsible and responsive bidder. Shoreline Manufacturing Company has requested a contract directly with Adams County, rather than through Saunders Construction as the CMGC. This request has been supported by Saunders, and is now recommended by the Fleet and Facilities Department for the following reasons:

1. A significant portion of the animal specialty equipment is part of Furniture, Fixtures, and Equipment (FF&E) which is not traditionally purchased through a contractor and is more often purchased by the Owner directly. For example, furniture systems are often coordinated with the Contractor, but directly purchased by the Owner.
2. Shoreline Manufacturing Company does not work as a subcontractor to other entities and is not professionally prepared to take on associated risks, insurances, or other requirements inherent in construction subcontracts.
3. Saunders Construction has agreed to continue to coordinate and manage the delivery and installation of Shoreline equipment requiring utility or physical connection to the new facility. This service was already included in their contract so it will be completed at no additional cost.

Subsequent drawings were updated after the bidding process for the Riverdale Animal Shelter. This resulted in less equipment needed. As the lowest responsible and responsive bidder Shoreline Manufacturing Company was the only vendor invited to update their pricing package. With the minor adjustments the contract value is at \$649,138.03.

The recommendation is to award in agreement with Shoreline Manufacturing Company to provide specialty animal equipment for the Riverdale Animal Shelter in the not to exceed amount of \$649,138.03.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Fleet and Facilities 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: 4**Cost Center: 3161**

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9055		\$649,138.03
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			\$649,138.03

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
SHORELINE MANUFACTURING COMPANY TO PROVIDE ANIMAL SPECIALTY
EQUIPMENT FOR THE RIVERDALE ANIMAL SHELTER

WHEREAS, Shoreline Manufacturing Company submitted a bid to Saunders Construction to provide animal specialty equipment for the Riverdale Animal Shelter through a competitive bid process; and,

WHEREAS, Shoreline Manufacturing Company has requested an agreement through Adams County and not the Construction Manager / General Contractor, Saunders Construction; and,

WHEREAS, Saunders Construction and Adams County Facilities and Fleet Management support this request; and,

WHEREAS, Shoreline Manufacturing Company was the lowest responsive and responsible bidder; and,

WHEREAS, Shoreline Manufacturing Company agrees to provide animal specialty equipment for the Riverdale Animal Shelter in the not to exceed amount of \$649,138.03.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the agreement between Adams County and Shoreline Manufacturing Company to provide animal specialty equipment is hereby approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign said agreement with Shoreline Manufacturing Company 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: December 10, 2019
SUBJECT: Detention Facility Module “A” Sanitary Sewer Replacement
FROM: Raymond H. Gonzales, County Manager Jim Siedlecki, Interim Deputy County Manager Benjamin Dahlman, Finance Director Jennifer Tierney Hammer, Procurement and Contracts Manager
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 to JCOR Mechanical, Inc., for the Detention Facility Module “A” Sanitary Sewer Replacement.

BACKGROUND:

The current sanitary sewer line that services the “A” Module at the Detention Facility is failing and needs to be replaced. The sanitary sewer line for the Detention Facility is approximately 35 years old and has served its useful life in a building with year-round operations. The current cast iron pipe is cracking and is developing areas of weakness. The old pipes will be replaced with PVC pipe which has a longer life expectancy.

A formal Invitation for Bid (IFB) was solicited through BidNet for the Detention Facility Module “A” Sanitary Sewer Replacement. The County received two responses on October 17, 2019.

- Trautman & Shreve Mechanical – non-responsive
- JCOR Mechanical, Inc. - \$316,000.00.

The Facilities and Fleet Management Department recommends an agreement with JCOR Mechanical, Inc., for the Detention Facility Module “A” Sanitary Sewer Replacement in the not to exceed amount of \$316,000.00 be approved.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Facilities and Fleet Management Department
Sheriff’s Office Detention Facility

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: 01**Cost Center: 2009**

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	7820	20091903	\$575,000
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u>\$575,000</u>

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AN AGREEMENT BETWEEN ADAMS COUNTY AND JCOR
MECHANICAL, INC., FOR THE DETENTION FACILITY MODULE "A"
SANITARY SEWER REPLACEMENT

WHEREAS, JCOR Mechanical, Inc., submitted a bid on October 17, 2019, to provide the Detention Facility Module "A" Sanitary Sewer Replacement; and,

WHEREAS, JCOR Mechanical, Inc., agrees to provide the Detention Facility Module "A" Sanitary Sewer Replacement in the not to exceed amount of \$316,000.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the agreement with JCOR Mechanical, Inc., to provide the Detention Facility Module "A" Sanitary Sewer Replacement is hereby approved.

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



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 10, 2019
SUBJECT: Design Services for the Coroner's Facility Improvements
FROM: Raymond H. Gonzales, County Manager Jim Siedlecki, Interim Deputy County Manager Benjamin Dahlman, Finance Director Jennifer Tierney Hammer, Procurement and Contracts Manager
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves Amendment One to the agreement with Roth Sheppard Architects, LLP, for Design Services for the Coroner's Facility Improvements.

BACKGROUND:

The Coroner's Office was granted budget to conduct a Programming Study for a potential renovation and/or new building. The effort was conducted in 2018 and was presented to the Board of County Commissioners (BOCC) in early 2019 for review. In summary, the Programming Statement found that the current facility has reached storage and autopsy capacity based on the current population. As the County is projected to grow significantly over the next couple decades, there is a clear gap in the ability of the Coroner's Office to provide the required services. At a July 23, 2019 Study Session, the BOCC provided direction for 'short term' facility improvements. The intent of this project is to make facility improvements to address the storage capacity and work-space environment specifically to extend the life and capacity of the existing facility. This additional time will allow planning for a long-term solution for the Coroner's Office. Budget for the improvement construction is anticipated in the 2020 Budget.

In 2018, Roth Sheppard Architects, LLP, was awarded an agreement for the work at the Coroner's facility to prepare a programming statement. As a result of the programming effort, the Facilities and Fleet Management Department is requesting an amendment to the agreement with Roth Sheppard Architects, LLP for the additional design work for the short-term facility improvements. Roth Sheppard Architects, LLP provided hourly pricing in their original proposal for any additional design work resulting from the programming effort. The pricing for the additional work is in line with Roth Sheppard's proposal and the Facilities and Fleet Management Department feels the proposal for the additional work is fair and reasonable.

The Facilities and Fleet Management Department recommends that the Board of County Commissioners approves Amendment One with Roth Sheppard Architects, LLP, for the Design Services for the Coroner's Facility Improvements in the not to exceed amount of \$308,000.00.

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: 01**Cost Center: 1112**

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9055	11121906W	\$308,000
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			\$308,000

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT ONE TO THE AGREEMENT WITH ROTH
SHEPPARD ARCHITECTS, LLP, FOR DESIGN SERVICES FOR THE CORONER'S
FACILITY IMPROVEMENTS

WHEREAS, on June 22, 2018, Roth Sheppard Architects, LLP, was awarded an agreement to provide Design Services and a Programming Study for the Coroner's Office; and,

WHEREAS, Roth Sheppard Architects, LLP, proposed Design Services for the Coroner's Facility Improvements in the not to exceed amount of \$308,000.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment One to the Agreement with Roth Sheppard Architects, LLP, for Design Services for the Coroner's Facility Improvements is hereby approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign Amendment One to the Agreement with Roth Sheppard Architects, LLP, after negotiation and approval as to form is completed by the County Attorney's Office.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 10, 2019
SUBJECT: Guaranteed Maximum Price for the Government Center Space Utilization Project
FROM: Raymond H. Gonzales, County Manager Jim Siedlecki, Interim Deputy County Manager Benjamin Dahlman, Finance Director Jennifer Tierney Hammer, Procurement and Contracts Manager
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 Saunders Construction, LLC, for the Guaranteed Maximum Price (GMP) for the Government Center Space Utilization Project.

BACKGROUND:

Due to the rapid growth of the County over the past several years, a space utilization study has been conducted for the Government Center to improve security, client access, workflow and efficiency. A plan has been developed to achieve these goals with the need for tenant finish construction services. Saunders Construction, LLC, was awarded the preconstruction services and performed the bidding process with subcontractors to establish the Guaranteed Maximum Price (GMP) for the project, which is within the project budget.

On November 5, 2019, the Board of County Commissioners approved the award for pre-construction services to Saunders Construction, LLC, for Construction Manager / General Contractor (CMGC) Services for the Government Center Space Utilization Project.

Saunders Construction, LLC, has proposed a Guaranteed Maximum Price (GMP) in the amount of \$1,498,519.00, not including the pre-construction services in the amount of \$2,122.00 for a total GMP of \$1,500,641.00 for the Government Center Space Utilization Project. This project is scheduled for completion by August 2020.

The project breaks down as follows:

Pre-Construction Fee	\$ 2,122.00
GMP	\$ <u>1,498,519.00</u>
Total GMP	\$ 1,500,641.00

It is recommended that the Board of County Commissioners approves the agreement with Saunders Construction, LLC, for the Government Center Space Utilization Project for the Guaranteed Maximum Price not to exceed \$1,500,641.00.

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: 04**Cost Center:** 3098

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9055	30981902W	\$650,000
Add'l Capital Expenditure not included in Current Budget:	9055	30981902W	\$1,350,000
Total Expenditures:			<u>\$2,000,000</u>

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

Additional Capital Expenditure not included in Current Budget is a 2020 budget request.

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AN AGREEMENT BETWEEN ADAMS COUNTY AND
SAUNDERS CONSTRUCTION, LLC, FOR THE GOVERNMENT CENTER
SPACE UTILIZATION PROJECT

WHEREAS, on November 5, 2019, Saunders Construction, LLC, was awarded pre-construction services for Construction Manager / General Contractor (CMGC) Services for the Government Center Space Utilization Project; and,

WHEREAS, Saunders Construction, LLC, proposed a Guaranteed Maximum Price for construction in the amount of \$1,498,519.00 plus \$2,122.00 for pre-construction fees which will bring the total agreement amount to \$1,500,641.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that an agreement between Adams County and Saunders Construction, LLC, for construction of the Government Center Space Utilization Project is hereby approved.

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



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 10, 2019
SUBJECT: Ballot Printing and Mailing Services
FROM: Raymond H. Gonzales, County Manager Jim Siedlecki, Interim Deputy County Manager Benjamin Dahlman, Finance Director Jen Tierney Hammer, Procurement and Contracts Manager
AGENCY/DEPARTMENT: Clerk and Recorder's Office, Elections Department
HEARD AT STUDY SESSION ON: November 26, 2019 during AIR
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves Amendment Two to the Agreement with K&H Election Services for ballot printing and mailing services.

BACKGROUND:

As part of their responsibility to conduct federal, state and county elections, the Adams County Elections Department is required to administer a mail in and early voting processes. On May 19, 2017, a Request for Proposal (RFP) was posted to Bidnet seeking a qualified Contractor to provide ballot, envelope, secrecy sleeve printing, and mailing services to fulfill this requirement for the 2017 Coordinated Mail Ballot Election in November. After thorough evaluation of the responses received, the evaluation committee awarded K&H Election Services. The contract award for these services was approved by the Board of County Commissioners (BOCC) on July 25, 2017.

The Elections Department was pleased with the service received from K&H Election Services both during and upon completion of the 2019 Coordinated Mail Ballot Election and advised the Purchasing Division to renew their agreement for the 2020 Coordinated Mail Ballot Election. The recommendation is that the Board of County Commissioner's approves Amendment Two to the agreement with K&H Election Services for the 2020 Coordinated Mail Ballot Election in the estimated amount of \$457,000.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Clerk and Recorder's Office, Elections Department

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

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

Fund: 1**Cost Center: 1022**

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	8025	10222001	457,000.00
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			457,000.00

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

Funds pending 2020 budget approval.

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT TWO TO THE AGREEMENT BETWEEN
ADAMS COUNTY AND
K&H ELECTION SERVICES FOR BALLOT PRINTING AND MAILING SERVICES

WHEREAS, on June 8, 2017, K&H Election Services (“Contractor”) submitted a proposal to provide ballot, envelope, and secrecy sleeve printing and mailing services for the Elections Department of the Clerk & Recorder’s Office; and,

WHEREAS, Contractor was awarded the agreement for these services on July 25, 2017; and,

WHEREAS, Contractor provided exemplary service during the 2019 elections; and,

WHEREAS, the agreement with Contractor includes the option to renew the agreement for up to two one year terms; and,

WHEREAS, the County and Contractor mutually desire to renew the agreement for the second optional one-year term in the estimated amount of \$457,000.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment Two to the Agreement Between Adams County and K&H Election Services to provide Ballot Printing and Mailing Services is hereby approved.

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



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 10, 2019
SUBJECT: Fuel Services
FROM: Raymond H. Gonzales, County Manager Jim Siedlecki, Interim Deputy County Manager Benjamin Dahlman, Finance Director Jen Tierney Hammer, Procurement and Contracts Manager
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves Amendment One to the agreement with Shoco Oil Company Inc., d.b.a. Sam Hill Oil to provide Fuel Services.

BACKGROUND:

Historically, Adams County has purchased fuel from a single vendor that can deliver fuel to remote bulk locations as well as provide fueling stations near the County's main service center and other County buildings.

The original Request for Proposal (RFP) was issued on August 23, 2017, and the Board of County Commissioners awarded a two-year agreement on December 12, 2017. Currently, Fleet Operations is requesting to exercise the first renewal of the agreement with Shoco Oil Company Inc., d.b.a. Sam Hill Oil (Sam Hill Oil) to provide fuel services.

Sam Hill Oil is requesting an increase of \$.01 per gallon for unleaded fuel, diesel fuel, and premium winter diesel fuel. This is Sam Hill Oil's first price increase in two years. With the increase, the County will pay markup costs of \$.045 per gallon for unleaded and diesel fuel and \$.075 per gallon for premium winter diesel above the recommended pricing from the Oil Price Information Service (OPIS).

The Facilities and Fleet Management Department is pleased with Sam Hill Oil services and recommends exercising the first renewal year option in the amount not to exceed \$1,650,284.00. The renewal will be effective from December 12, 2019 through December 11, 2020.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

The 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			
	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		\$1,650,284.00
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			\$1,650,284.00

New FTEs requested: ☐ YES ☐ NO

Future Amendment Needed: ☐ YES ☐ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT ONE TO THE AGREEMENT BETWEEN ADAMS
COUNTY AND SHOCO OIL COMPANY INC., D.B.A. SAM HILL OIL TO PROVIDE FUEL
SERVICES

WHEREAS, On December 12, 2017 Shoco Oil Company Inc., d.b.a. Sam Hill Oil (Sam Hill Oil) was awarded an agreement to provide fuel services; and,

WHEREAS, Fleet Operations is pleased with the services provided by Sam Hill Oil, and wishes to exercise the first renewal year option of the agreement; and,

WHEREAS, Sam Hill Oil agrees to provide the fuel services for the first renewal year for an amount not to exceed \$1,650,284.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment One to the Agreement between Adams County and Shoco Oil Company Inc., d.b.a. Sam Hill Oil to provide fuel services is hereby approved.

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



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 10, 2019
SUBJECT: South Parks Fiber Project
FROM: Raymond H. Gonzales, County Manager Jim Siedlecki, Interim Deputy County Manager Benjamin Dahlman, Finance Director Jennifer Tierney Hammer, Procurement and Contracts Manager
AGENCY/DEPARTMENT: Information Technology & Innovation 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 to Communication Construction & Engineering, Inc., for the South Parks Fiber Project.

BACKGROUND:

The Information Technology & Innovation Department (ITi) is nearing completion of an ongoing project to extend the County's high-speed underground fiber network from the Adams County Opportunity Center northbound to the South Parks location. This will provide the following key benefits:

- It will extend the County's fiber network closer to the Pete Mirelez Human Services Center (HSC) with the long-term goal of finishing a 2nd fiber path to provide much-needed high-speed fiber redundancy for both the HSC and the Sheriff Substation buildings.
- This project will provide high-speed reliable network connectivity to the South Parks location, replacing the slower and less reliable wireless connection.

A formal Request for Proposals (RFP) was posted on BidNet. Proposals were opened on November 6, 2019 with two (2) suppliers submitting a response.

After a thorough review of the responses by the Information Technology & Innovation Department, it was determined that Communication Construction & Engineering, Inc., provided the best value to the County and was the most responsive and responsible. It is recommended that Communication Construction & Engineering, Inc., be approved to provide the South Parks Fiber Project in the not to exceed amount of \$324,298.70.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Information Technology & Innovation 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: 01**Cost Center:** 1058

	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:	9160	10581901	\$260,000
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<hr/> <hr/> \$260,000

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

If additional funds are needed, the budget will be addressed at that time.

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AN AGREEMENT BETWEEN ADAMS COUNTY AND
COMMUNICATION CONSTRUCTION & ENGINEERING, INC., FOR THE SOUTH PARKS
FIBER PROJECT

WHEREAS, Communication Construction & Engineering, Inc., submitted a proposal on November 6, 2019 for the South Parks Fiber Project; and,

WHEREAS, after review, Communication Construction & Engineering, Inc., is determined to be the most responsive, most responsible, and lowest bid; and,

WHEREAS, Communication Construction & Engineering, Inc., agrees to provide the South Parks Fiber Project in the not to exceed amount of \$324,298.70.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the agreement with Communication Construction & Engineering, Inc., for the South Parks Fiber Project is hereby approved.

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



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 10, 2019
SUBJECT: Broadway at 62 nd Avenue Major Drainage Improvements Project
FROM: Raymond H. Gonzales, County Manager Jim Siedlecki, Interim Deputy County Manager Benjamin Dahlman, Finance Director Jennifer Tierney-Hammer, Procurement and Contracts Manager
AGENCY/DEPARTMENT: Public Works Department
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves an agreement with Drexel, Barrell & Co., for Professional Engineering Services for the Broadway at 62 nd Avenue Major Drainage Improvements Project.

BACKGROUND:

The Adams County Public Works Department (Public Works) has determined the need to address the drainage challenges on the Broadway Street Corridor between 58th Avenue and W. 64th Avenue. The overall objective of this Project is to design and implement drainage improvements in the area using the guidance provided in the outfall systems plan for the entire area. In addition, a minor drainage system improvement plan needs to be developed to reduce the flooding and standing water at the Broadway Street and West 62nd Avenue intersection.

A formal Request For Proposal (RFP) was solicited utilizing BidNet Direct on September 16, 2019 with no responses. The second issuance of the solicitation with an enhanced scope of work was posted on BidNet Direct on October 25, 2019 and the County received one (1) proposal on November 8, 2019.

The submitted proposal was evaluated based on project overview responsiveness, work plan, firm capacity/past performance, pricing and was deemed acceptable, the responding firm is as follows:

RANK	BIDDER	TOTAL BID
1	Drexel, Barrell & Co.	\$364,896.00

Drexel, Barrell & Co., is the lowest responsive and responsible proposer who meets the solicitation requirements set forth in the RFP and is under the project budget.

Staff recommends that the project be awarded to Drexel, Barrell & Co., in the not to exceed amount of \$364,896.00.

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: 7
Cost Center: 3090

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:		37041903	\$100,000
		37041906	\$700,000
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u>\$800, 000</u>

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING THE AGREEMENT BETWEEN ADAMS COUNTY AND
DREXEL, BARRELL & CO., FOR THE BROADWAY AND 62ND AVENUE DRAINAGE
IMPROVEMENTS PROJECT

WHEREAS, Drexel, Barrell & Co., submitted a proposal to provide professional engineering services for the Broadway and 62nd Avenue Drainage Improvements project; and,

WHEREAS, Drexel, Barrell & Co., is deemed the best value, most responsive, and responsible proposer to provide professional engineering services for the Broadway and 62nd Avenue Drainage Improvements project; and,

WHEREAS, Drexel, Barrell & Co., has agreed to provide professional engineering services for the improvements to the drainage challenges on Broadway Street Corridor between 58th Avenue and W. 64th Avenue in the not to exceed amount of \$364,896.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the agreement between Adams County and Drexel, Barrell & Co., to provide professional engineering services for the Broadway and 62nd Avenue Drainage Improvements project is hereby approved.

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



COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT

CASE NO.: PLT2019-00015

CASE NAME: Red Central Industrial Subdivision, Filing No. 2

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- 3.1 Applicant Written Explanation
- 3.2 Applicant Final Plat
- 3.3 Applicant Conceptual Site Plan
- 3.4 Applicant SIA

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- 4.2 Referral Comments (CDOT)
- 4.3 Referral Comments (Colorado Geological Survey)
- 4.4 Referral Comments (Colorado Division of Water Resources)
- 4.5 Referral Comments (TCHD)
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None

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- 6.1 Request for Comments
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- 6.3 Newspaper Publication
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**COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT
STAFF REPORT**

Board of County Commissioners

December 10, 2019

CASE No.:	PLT2019-00015	CASE NAME:	Red Central Industrial Subdivision, Filing No. 2
Owner's Name:	Armie Management, LLC		
Applicant's Name:	Armie Management, LLC		
Applicant's Address:	1855 Pearl Street, Suite 20 Denver, Colorado 80210		
Location of Request:	1210 E. 73 rd Avenue Denver, Colorado 80229		
Nature of Request:	A Minor Subdivision Final Plat to combine 3 parcels into one 2.96-acre parcel.		
Zone District:	Industrial-1 (I-1)		
Comprehensive Plan:	Mixed-Use Employment		
Site Size:	2.96 acres		
Existing Primary Use:	Single-Family Residential/Vacant		
Proposed Use:	Light Industrial		
Hearing Date(s):	PC: November 14, 2019 / 6:00 p.m.		
	BOCC: December 10, 2019 / 9:30 a.m.		
Report Date:	November 15, 2019		
Case Manager:	Layla Bajelan		
Staff Recommendation:	APPROVAL with 11 Findings-of-Fact, 2 Conditions, and 1 Note		

SUMMARY OF APPLICATION

Background

The applicant, Armie Management, LLC, is requesting a final subdivision minor plat to combine three existing parcels into one 2.96-acre parcel. The subject parcels are within the North Side Gardens Subdivision. The final subdivision plat would correct the illegal lot status on the property and create a single parcel. Armie Management, LLC is requesting the final plat to allow for the construction of light industrial warehouses on the 2.96-acre site.

The name of the Subdivision has been changed recently from Red Central Two Industrial Subdivision, Filing No. 1 to Red Central Industrial Subdivision, Filing No. 2. The subdivision directly to the east of the property was recently approved with the name of Red Central

Industrial Subdivision, Filing No. 1. Staff requested the name be changed for consistency and to avoid confusion. Armie Management is the applicant for both requests and they intend to construct light industrial warehouses on both properties. Many documents within the Board of County Commissioners packet reflect the initial name of the subdivision (Red Central Two Industrial Subdivision, Filing No.1), but the Plat has been amended to show the correct and final name.

Subdivision Design and Improvements:

Per Section 5-03-03 of the County's Development Standards and Regulations, subdivision plats and parcel lot dimensions are required to conform to requirements of the designated zone district. In addition, all lots created by a subdivision shall have access to a County-maintained right-of-way. The proposed final plat has been reviewed by County staff for consistency with the County's Subdivision Design Standards. The proposed plat has been designed to be appropriate for development, and the lot configuration is suitable for access and emergency services. The proposed subdivision will be served by the North Washington Water and Sanitation District for water and sewer services.

There is a one-acre minimum lot size required in the Industrial-1 (I-1) zone district and the minimum lot width is one-hundred (100) feet. The subject subdivision plat will combine three parcels into one single parcel that will be 2.96 acres and have 320 ft of lot width. The proposed lot conforms to the minimum lot size and lot width allowed in the zone district. In addition, the proposed lot has access to East 73rd Avenue to the north of the parcel.

Per Section 5-02-04 of the County's Development Standards and Regulations, an SIA will be 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. The applicant is providing a Subdivision Improvements Agreement (SIA), which will specify the public improvements. In addition, for 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 to fulfill the land dedication requirement. The applicant is required to pay \$3,452.13 in cash-in-lieu fees for the subject minor subdivision final plat.

Future Land Use Designation/Goals of the Comprehensive Plan for the Area

The future land use designation of the property, and all the properties surrounding it, is Mixed-Use Employment. Per Chapter 5 of the Adams County Comprehensive Plan, the purpose of the Mixed-Use Employment future land use designation is to accommodate a range of employment uses with a mix of supporting uses to serve employment needs. In addition, Mixed-Use Employment areas are designated in locations that have transportation access and visibility, but are not suitable for residential development. Mixed-Use Employment areas may include offices, light manufacturing, distribution, indoor warehousing, clean industry, and supporting retail businesses.

The subject property is located within the Welby Subarea Plan boundaries. The Welby Subarea plan breaks the area into three distinct areas; North Welby, South Welby, and East Welby. All three areas vary greatly in character and future goals. The Red Central Industrial Subdivision, Filing No. 2 is located within the South Welby area. This area has seen a significant amount of

zoning changes from Agricultural to Industrial within the recent years. The subject properties were among the first properties in the area to be rezoned to Industrial-1 in 1984. Goals in the Welby Subarea Plan include developing a strong business community that encourages residential, commercial, and industrial development that is appropriate to the Welby area and provides jobs and services for area residents and optimizes the tax generating potential of commercial and industrial properties. Highlighted strategies in completing this goal include: 1) creating a hub for future employment areas, 2) working with the County to develop better street connections that support a variety of uses that will attract prospective developers/businesses, and 3) diversifying the local economy thereby reducing the risks of depending too heavily on one economic sector.

The Southwest Adams County Making Connections Plan would also support this request. The plan identifies a “Triangle of Opportunity” within Southwest Adams County. Areas located within the Triangle of Opportunity have a higher propensity for development/ redevelopment than other areas of the County. Opportunities include transit-oriented development, trail-oriented development, and innovative mixed-use development. In addition, the complete street policy promotes a safe and connected community to walk, bicycle, use transit, and travel in vehicles.

The subject minor subdivision final plat request would be supported by the Adams County Comprehensive Plan, the Future Land Use designation, and several Adams County subarea plans. If approved for the final plat, the applicant intends to construct industrial warehouses on the property. All industrial uses would be clean, indoor uses that will have minimal impacts on surrounding properties. The request helps to strengthen the economic base of the area and adds to the growing light industrial character of the neighborhood. Currently the property does not have sidewalks along East 73rd Avenue. Through the Subdivision Improvement Agreement (SIA), the applicant is required to construct sidewalks, fix drainage issues, dedicate right-of-way, and construct curb and gutter along East 73rd Avenue. These improvements will help improve street connectivity and pedestrian accessibility to an area that was overall lacking in infrastructure. All structures on the property will be removed prior to redevelopment and replaced with new industrial warehouses. The applicant will be required to provide landscaping along the street frontage and screening along the residential properties.

All parking, landscaping and applicable zoning and building regulations will be evaluated at the time the applicant applies for building permits, including a full traffic impact study. Staff will evaluate the traffic impact related to the proposed development. The applicant, or any future owners, who develop the property will have to submit building permits to the County and will have to comply with all the current Adams County Development Standards and Regulations.

Site Characteristics

The subject parcel has street frontage along East 73rd Avenue to the north. Interstate-270 is located directly to the south of the property, however access will not be granted from the south. The existing property consists of three separate parcels. The primary parcel contains an abandoned single-family house and the other parcels are vacant. All existing structures will be removed when redevelopment occurs.

Surrounding Zoning Designations and Existing Use Activity:

Northwest A-1 Single-Family Residential	North A-1 Vacant	Northeast I-1 Light Industrial
West I-1 Light Industrial	Subject Property I-1 Single- Family/Vacant	East I-1 Vacant
Southwest I-1 Interstate-270	South I-1 Interstate-270	Southeast I-1 Interstate-270

Compatibility with the Surrounding Land Uses:

The surrounding properties are primarily zoned as A-1 or I-1. These properties are developed with a mix of single-family dwellings and light industrial uses. The properties directly to the east had previously been the site of the Center Greenhouse. The properties have recently been approved for a rezone to I-1 and minor subdivision plat. The applicant intends to remove all structures from these properties and construct light industrial warehouses that will be similar in size and nature to the subject request. The subject request would be compatible with the surrounding area, as the area is steadily transitioning from Agriculture to Light Industrial. The application is compatible with the overall area and is not detrimental to the public health and safety. Approval of this request will be consistent with the character of the development activities in the area.

Planning Commission Update

The Planning Commission (PC) considered this case on November 14, 2019 and voted (7-0) to recommend approval of the request. The applicant's representative spoke at the meeting and had no concerns with the staff report or presentation. There was no one from the public to speak in favor or in opposition to the request.

Staff Recommendation:

Based on the application, the criteria for approval, and a recent site visit, staff recommends Approval of the Minor Subdivision Final Plat with 11 findings-of-fact, two conditions and one note to the applicant.

RECOMMENDED FINDINGS OF FACT

1. The final plat is consistent and conforms to the approved sketch plat.
2. The final plat is in conformance with the subdivision design standards.
3. 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.
4. 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.

5. 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.
6. The proposed or constructed drainage improvements are adequate and comply with these standards and regulations.
7. 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.
8. The final plat is consistent with the Adams County Comprehensive Plan and any available area plan.
9. The final plat is consistent with the purposes of these standards and regulations.
10. The overall density of development within the proposed subdivision conforms to the zone district density allowances.
11. The proposed subdivision 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. The proposed subdivision has established an adequate level of compatibility by:
 - a. Incorporating natural physical features into the development design and providing sufficient open spaces considering the type and intensity of use;
 - b. Incorporating site planning techniques to foster the implementation of the County's plans, and encourage a land use pattern to support a balanced transportation system, including auto, bike and pedestrian traffic, public or mass transit, and the cost effective delivery of other services consistent with adopted plans, policies and regulations of the County;
 - c. Incorporating physical design features in the subdivision to provide a transition between the project and adjacent land uses through the provision of an attractive entryway, edges along public streets, architectural design, and appropriate height and bulk restrictions on structures;
 - d. Incorporating identified environmentally sensitive areas, including but not limited to, wetlands and wildlife corridors, into the project design; and
 - e. Incorporating public facilities or infrastructure, or cash-in-lieu, reasonably related to the proposed subdivision so the proposed subdivision will not negatively impact the levels of service of the County services and facilities.

Recommended Conditions of Approval:

1. No Certificate of Occupancy (C/O) will be issued on any buildings until all drainage and utility easements have been executed and a copy has been delivered to County staff for verification.

2. Applicant must obtain all necessary permits from the Colorado Department of Transportation (CDOT) prior to the commencement of any work within the I-270 Right-of-Way.

Note to the Applicant:

1. All applicable building, zoning, health, engineering, and fire codes shall be adhered to with this request.

CITIZEN COMMENTS

Notifications Sent	Comments Received
118	0

All property owners and occupants within 1000-feet of the subject property were notified of the request. As of writing this report, staff has not received any response from those notified.

REFERRAL AGENCY COMMENTS

Responding with Concerns:

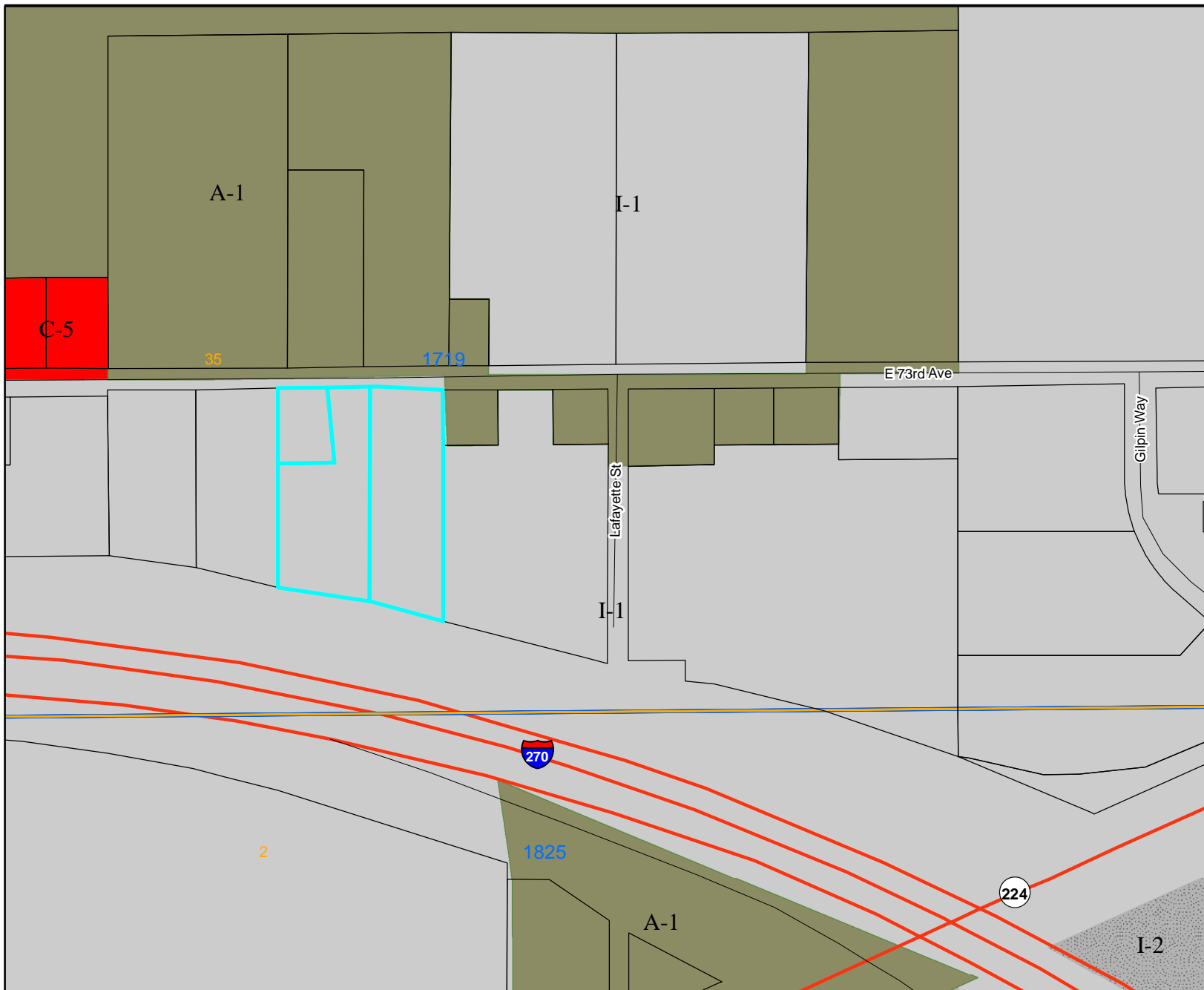
None

Responding without Concerns:

Colorado Department of Transportation (CDOT)
Colorado Department of Natural Resources- Division of Water Resources (DWR)
Colorado Geological Survey (CGS)
Tri-County Health Department (TCHD)
Xcel Energy

Notified but not Responding / Considered a Favorable Response:

Adams County Sheriff
Century Link, Inc.
Colorado Division of Wildlife
Comcast
Mapleton School District #1
Metro Wastewater Reclamation
North Washington Street Water and Sanitation District
Regional Transportation District (RTD)
United States Post Office
Welby Citizen Group



Legend

- +— Railroad
- Major Water
- Zoning Line
- Sections

Zoning Districts

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

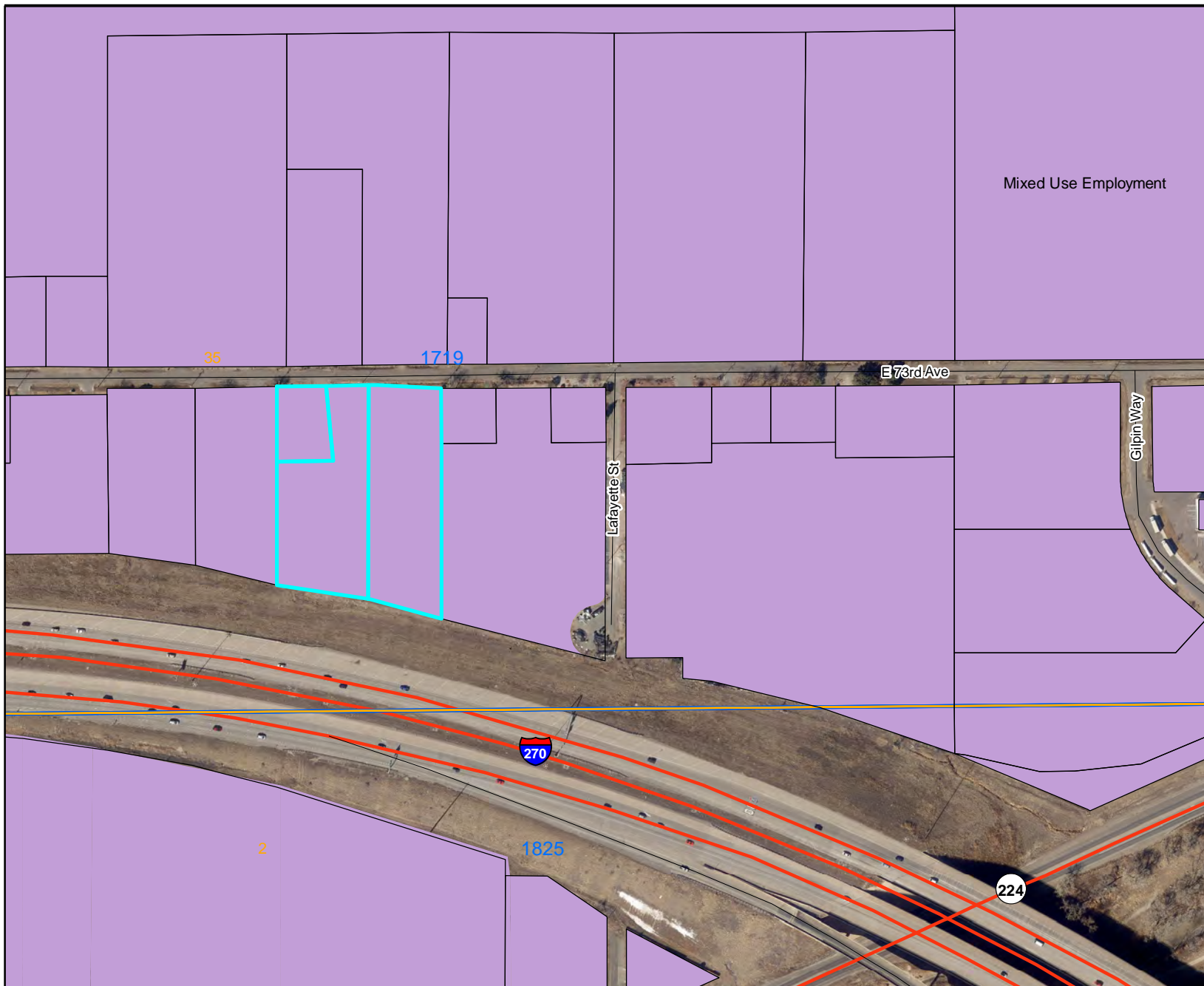


This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy

Red Central Industrial Subdivision, Filing No. 2- Current Zoning Map

PLT2019-00015

N
For display purposes only.



Legend

Sections

Railroad

Future Landuse 2012 (Rev2016)

Residential

Urban Residential

Estate Residential

Mixed Use

Local District Mixed Use

Mixed Use Neighborhood

Activity Center

Mixed Use Employment

Commercial/Industrial

Commercial

Industrial

Other

Agriculture

DIA Reserve

Parks and Open Space

Public

Municipal Area

Red Central Industrial Subdivision, Filing No. 2- Future Land Use Map

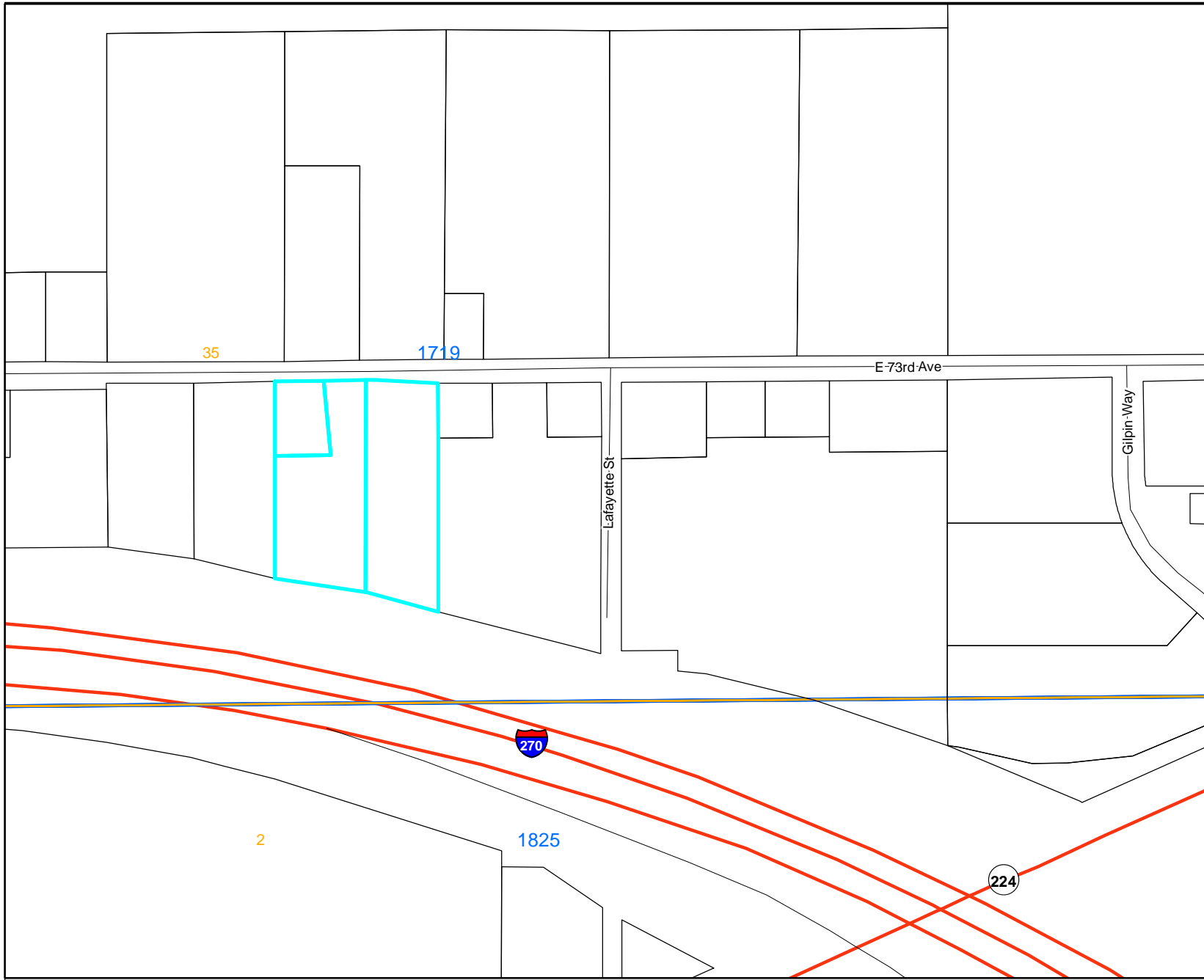
PLT2019-00015



For display purposes only.



This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy



Legend

- +— Railroad
- Major Water
- - - Zoning Line
- ▭ Sections

Zoning Districts

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

Red Central Industrial Subdivision, Filing No. 2
PLT2019-00015



For display purposes only.



This map is made possible
by the Adams County GIS
group, which assumes no
responsibility for its accuracy

Below please find the project overview for a proposed speculative 41,280 square foot Class-A industrial development on 2.96 acres. The project consists of three separate, contiguous parcels located along 73rd Avenue, East of Washington Street. The parcels are each owned by different parties, but all relatives of the same family. The majority of the subject site is vacant land with the exception of parcel 0171935303027, which contains two wood-framed, single-story structures totaling 1,326 square feet and a small shed. The three-parcel assemblage is currently zoned I-1, which allows for the intended future industrial use.

Historically, the land has been used for residential and agricultural purposes, which are all zoned I-1, consistent with the majority of the surrounding area. This area is designated as Mixed Use Employment in the 2012 Adams County Comprehensive Plan, which states this land use category allows for a mixture of employment uses, including offices, retail, and clean, indoor manufacturing, distribution, warehousing, and airport and technology uses. Due to the speculative nature of the proposed development, the exact use by future tenants is not certain at this time; however, it is certain that any future use will conform to the 2012 Adams County Comprehensive Plan.

The developer is also under contract on the three adjacent parcels to the East and currently pursuing a rezoning, ROW vacation, and minor subdivision under Case Number PRC2018-00021. The overall site plan reflects the developer's intention to have shared access to create connectivity between the two sites. As a result of the developer's involvement in these two projects, the developer's plans include improving more than 1,600 linear feet of East 73rd Avenue, extending from Gilpin Way to the furthest west point of 73rd Avenue frontage the developer will own. Right of way improvements will include road widening and the addition of curb, gutter, and sidewalk.

Items requested under this application include:

- Minor subdivision:
 - The project, as proposed, currently consists of three separate parcels. The applicant requests a minor subdivision to combine all three parcels into one combined, 2.96-acre parcel.
- Access and right-of way permit:
 - The Applicant has the intent of completing ROW improvements to the southern half of East 73th Avenue along all property frontage and requests access and right-of-way permits for completion of such future work.

RED CENTRAL INDUSTRIAL SUBDIVISION FILING NO. 2

A PART OF BLOCK 15, NORTH SIDE GARDENS, LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO
SHEET 1 OF 2

OWNERSHIP AND DEDICATION CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED WARRANT THEY ARE THE OWNERS OF A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 68 WEST, THAT PART OF THE WEST ONE-HALF OF BLOCK 15, NORTH SIDE GARDENS, AS RECORDED IN FILE 3 AT MAP 36, OF THE ADAMS COUNTY, COLORADO RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 3" ALUMINUM CAP MARKING THE SW CORNER OF SECTION 35, T-2-S, R-68-W, THENCE RUN N80°55'16"E FOR A DISTANCE OF 1494.83' TO A FOUND 3" ALUMINUM CAP ON THE NORTHERLY RIGHT-OF-WAY INTERSTATE 270, MARKING THE POINT OF BEGINNING FOR LOT 1,

THENCE ALONG SAID RIGHT-OF-WAY, RUN N81°27'18"W FOR A DISTANCE OF 156.83' TO A FOUND 5/8" CAPPED IRON ROD MARKED "LS8973",

THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN N00°04'44"W FOR A DISTANCE OF 232.69' TO A FOUND 5/8" CAPPED IRON ROD MARKED "BAYER LS8973",

THENCE RUN N00°04'44"W FOR A DISTANCE OF 147.18' TO A FOUND 5/8" CAPPED IRON ROD MARKED "MILLER ENGSVR LS10717" SET ON THE SOUTHERLY RIGHT-OF-WAY LINE OF E. 73RD AVENUE,

THENCE ALONG SAID RIGHT-OF-WAY, RUN N89°34'30"E FOR A DISTANCE OF 157.64' TO A FOUND 5/8" CAPPED IRON ROD MARKED CSG INC. LS4769,

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY, RUN N89°34'30"E FOR A DISTANCE OF 160.55' TO A FOUND 3" PIPE,

THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN S00°03'04"W FOR A DISTANCE OF 448.93' TO A FOUND 3" ALUMINUM CAP SET ON THE NORTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 270,

THENCE ALONG SAID RIGHT-OF-WAY, RUN N75°01'07"W FOR A DISTANCE OF 167.88' TO THE POINT OF BEGINNING.

CONTAINING 2.99 ACRES MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD, IF ANY.

HAS BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO A LOT AND EASEMENTS AS SHOWN ON THIS PLAT UNDER THE NAME AND STYLE OF RED CENTRAL INDUSTRIAL SUBDIVISION FILING NO. 2 AND DO HEREBY GRANT TO THE COUNTY OF ADAMS, STATE OF COLORADO, FOR THE USE OF THE PUBLIC, THE STREETS AND OTHER PUBLIC WAYS AND LANDS SHOWN HEREON, AND THE EASEMENTS AS SHOWN, FOR PUBLIC UTILITY, CABLE TV AND DETENTION POND AREAS, FLOODWAY AND FLOODPLAIN LIMITS, DRAINAGE AND OTHER PUBLIC PURPOSES AS DETERMINED BY THE COUNTY OF ADAMS.

EXECUTED THIS _____ DAY OF _____, A.D., 20____.

BY:

OWNER _____ AS _____ TITLE _____

STATE OF COLORADO

COUNTY OF ADAMS

THE FOREGOING PLAT AND DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS _____

DAY OF _____ A.D. 2019, BY _____ AS _____

(TITLE)

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

MY ADDRESS IS: _____

WITNESS MY HAND AND OFFICIAL SEAL:

NOTARY PUBLIC _____

FLOOD INFORMATION

FLOOD NOTE: BASED ON MAPS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AVAILABLE ONLINE AT WWW.MSC.FEMA.GOV, AND BY GRAPHIC PLOTTING ONLY. THIS PROPERTY IS LOCATED IN ZONE X ON FLOOD INSURANCE RATE MAP NUMBER 08001C0603H, WHICH BEARS AN EFFECTIVE DATE OF 03/05/2007 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. BY REVIEWING FLOOD MAPS PROVIDED BY THE NATIONAL FLOOD INSURANCE PROGRAM WE HAVE LEARNED THIS COMMUNITY DOES PARTICIPATE IN THE PROGRAM.

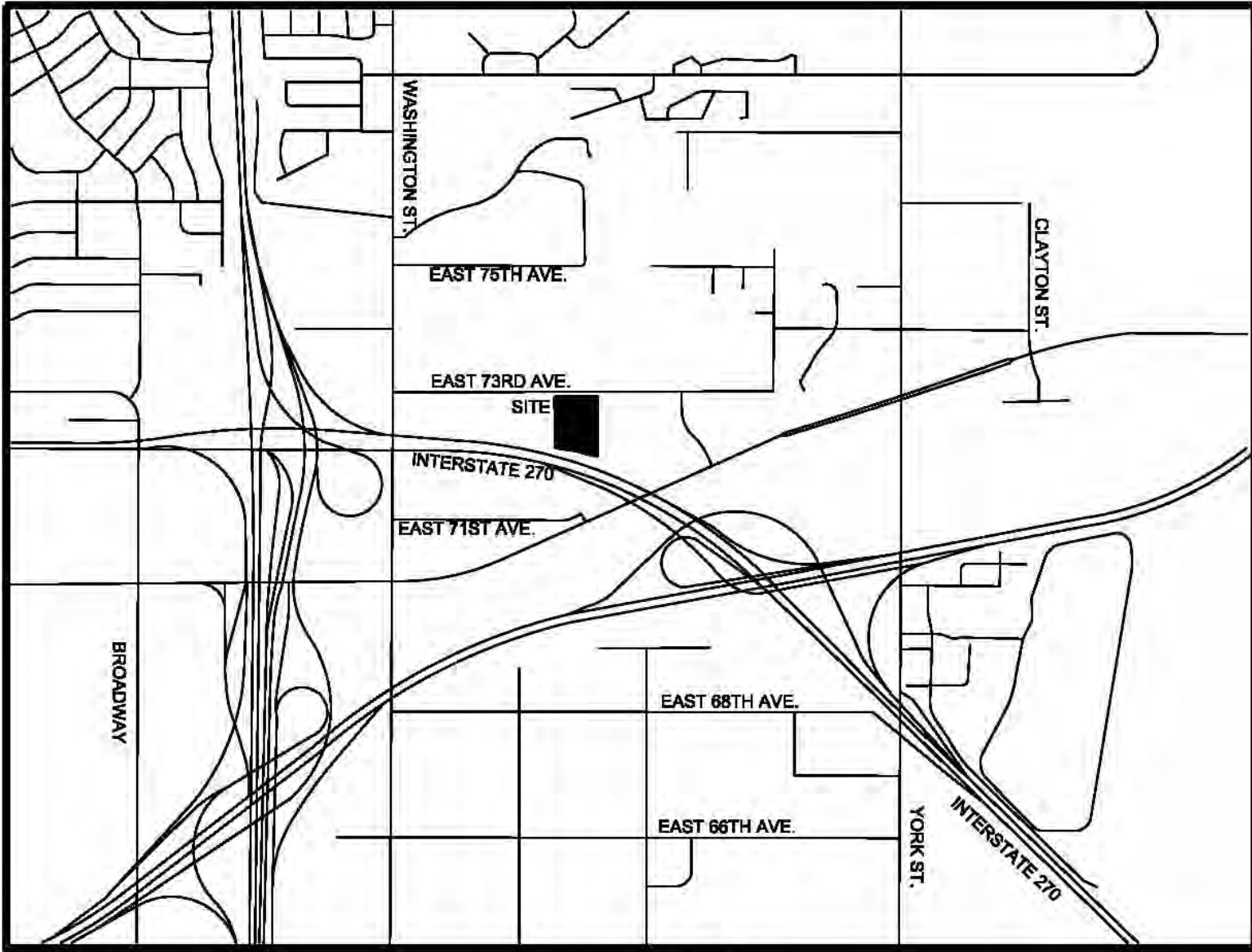
REFERENCE NOTES

EACH AND EVERY RIGHT OR RIGHTS OF ACCESS TO AND FROM ANY PART OF THE RIGHT-OF-WAY OF COLORADO STATE HIGHWAY NO. 270 AS TAKEN BY THE DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO IN RULE AND ORDER RECORDED JANUARY 22, 1998 IN BOOK 5213 AT PAGE 161.
(SHOWN HEREON)

EACH AND EVERY RIGHT OF RIGHTS OF ACCESS TO AND FROM ANY PART OF THE RIGHT-OF-WAY OF COLORADO STATE HIGHWAY NO. 270 AS TAKEN BY THE DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO IN RULE AND ORDER RECORDED NOVEMBER 10, 1998 IN BOOK 5531 AT PAGE 999.
(SHOWN HEREON)

BEARING BASIS

THE BASIS OF BEARING FOR THIS SURVEY IS THE COMMENCEMENT LINE FOR LOT 1 WHICH BEARS S 60°55'15" W PER COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD83.



VICINITY MAP
NOT TO SCALE

GENERAL NOTES

1. THE UNDERSIGNED DOES HEREBY DEDICATE, GRANT AND CONVEY TO ADAMS COUNTY THOSE PUBLIC EASEMENTS (AND TRACTS) AS SHOWN OF THE PLAT, AND FURTHER RESTRICTS THE USE OF ALL PUBLIC EASEMENT TO ADAMS COUNTY AND/OR ITS ASSIGNS, PROVIDED HOWEVER, THAT THE SOLE RIGHT AND AUTHORITY TO RELEASE OR QUITCLAIM ALL OR ANY SUCH PUBLIC EASEMENTS SHALL REMAIN EXCLUSIVELY VESTED IN ADAMS COUNTY.

2. ACCESS RIGHTS ARE RESTRICTED ACROSS THE RIGHT OF WAY LINES OF MAJOR HIGHWAYS, PARKWAYS, STREETS, OR FREEWAYS, WHERE REQUIRED AS A PROVISION OF APPROVAL.

3. THE NORTHERN TEN (10') OF THE PROPERTY ABUTTING EAST 73RD AVENUE WHERE THE DRY UTILITIES RUN THROUGH ALL LOTS ALONG THIS ROADWAY IN THIS AREA.

4. ENGINEERED ONSITE WASTEWATER SYSTEMS (OWS) MAY BE REQUIRED ON CERTAIN LOTS. ENGINEERED OWS ARE LARGER AND MORE COSTLY THAN CONVENTIONAL SYSTEMS. LOT SPECIFIC SOILS AND PERCOLATION TESTS SHALL BE USED TO DETERMINE THE TYPE AND SIZE OF OWS THAN THE MINIMUM REQUIRED BASED SOLELY UPON THE PERCOLATION TEST RESULTS. SUITABLE AREA NEEDS TO BE DESIGNATED ON EACH LOT SITE PLAN FOR BOTH PRIMARY AND REPLACEMENT WASTEWATER ABSORPTION AREAS. REPLACEMENT OF THE PRIMARY ABSORPTION AREA MAY BE REQUIRED IF FAILURE OF THE PRIMARY AREA OCCURS. THESE AREAS NEED TO MEET ALL TRI-COUNTY HEALTH DEPARTMENT SETBACK REQUIREMENTS AND ARE TO REMAIN FREE OF ANY IMPROVEMENTS, E.G. IRRIGATED LANDSCAPE, PAVING, OUT-BUILDINGS, ETC.

5. SET MONUMENTS SHOWN HEREON TO BE PLACED FOLLOWING APPROVAL.

6. NO CERTIFICATE OF OCCUPANCY WILL BE ISSUED FOR ANY BUILDING UNTIL PRELIMINARY ACCEPTANCE OF THE PUBLIC IMPROVEMENTS IS GRANTED BY ADAMS COUNTY.

7. THE POLICY OF THE COUNTY REQUIRES THAT MAINTENANCE ACCESS BE PROVIDED TO ALL STORM DRAINAGE FACILITIES, AS PROVIDED FOR BY THE DRAINAGE AND ACCESS EASEMENT, DEDICATED BY THIS PLAT. TO ASSURE CONTINUOUS OPERATIONAL CAPABILITY TO THE SYSTEM. THE PROPERTY OWNERS (METRO DISTRICT) 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

8. THE DEVELOPER SHALL RELOCATE ANY AND ALL OIL OR GAS LINES THAT PREVENT AN ADEQUATE 30DS FROM BEING INSTALLED ON ANY LOT.

9. ADAMS COUNTY IS NOT RESPONSIBLE FOR THE ENFORCEMENT OF ANY COVENANTS, CONDITIONS, OR RESTRICTIONS THAT MAY BE FILED AGAINST THIS SUBDIVISION PLAT.

10. THE DEVELOPER SHALL PROVIDE A BUILDING ENVELOPE FREE OF ALL UNDERGROUND PIPELINES AND WILL BE RESPONSIBLE FOR REMOVING, RELOCATING AND/OR REDIRECTING ANY UNDISCOVERED PIPELINES WITHIN THE BUILDING ENVELOPE.

11. DISTANCES ON THIS PLAT ARE GROUND DISTANCES EXPRESSED IN U.S. SURVEY FEET AND DECIMALS THEREOF. A U.S. SURVEY FOOT IS DEFINED AS EXACTLY 1200/3937 METERS.

12. THE APPROVED STORM WATER OPERATIONS AND MAINTENANCE MANUAL IS ON FILE WITH THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE AT RECEPTION # _____

13. A SEVENTY-FIVE FOOT (75.0') TRANSMISSION LINE EASEMENT ALONG THE EAST SIDE OF THE PROPERTY RECEPTION #2019000081788

SURVEYOR'S CERTIFICATE

I, BUCKLEY D. BLEW, A DULY LICENSED PROFESSIONAL LAND SURVEYOR, REGISTERED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THERE ARE NO ROADS, PIPELINES, IRRIGATION DITCHES, OR OTHER EASEMENTS IN EVIDENCE OR KNOWN BY ME TO EXIST ON OR ACROSS THE HEREIN BEFORE DESCRIBED PROPERTY EXCEPT AS SHOWN ON THIS PLAT. I FURTHER CERTIFY THAT I HAVE PERFORMED THE SURVEY SHOWN HEREON, OR SUCH SURVEY WAS PREPARED UNDER MY DIRECT RESPONSIBILITY AND SUPERVISION, THAT THIS PLAT ACCURATELY REPRESENTS SAID SURVEY, AND THAT ALL MONUMENTS EXIST AS SHOWN HEREIN.

BUCKLEY D. BLEW
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR, P.L.S. 38540
FOR AND ON BEHALF OF BLEW & ASSOCIATES, P.A.
3825 NORTH SHILOH DRIVE
FAYETTEVILLE, AR. 72703
479-443-4606

NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

NOTICE: PER THE STATE OF COLORADO BOARD OF LICENSURE FOR ARCHITECTS, PROFESSIONAL ENGINEERS, AND PROFESSIONAL LAND SURVEYORS RULE 6.2.2 THE WORD "CERTIFY" AS USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED. THE SURVEY REPRESENTED HEREON HAS BEEN PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF.

PLANNING COMMISSION APPROVAL

APPROVED BY THE ADAMS COUNTY PLANNING COMMISSION ON THIS _____ DAY OF _____, A.D., 20____.

CHAIR _____

BOARD OF COUNTY COMMISSIONERS APPROVAL

APPROVED BY THE ADAMS COUNTY BOARD OF COMMISSIONERS ON THIS _____ DAY OF _____, A.D., 20____.

CHAIR _____

CLERK AND RECORDERS CERTIFICATE

THIS FINAL PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER, IN THE STATE OF COLORADO, AT _____ M. ON THE _____ DAY OF _____, A.D., 20____.

COUNTY AND CLERK RECORDER _____

BY:

DEPUTY _____ INSTRUMENT NO. _____

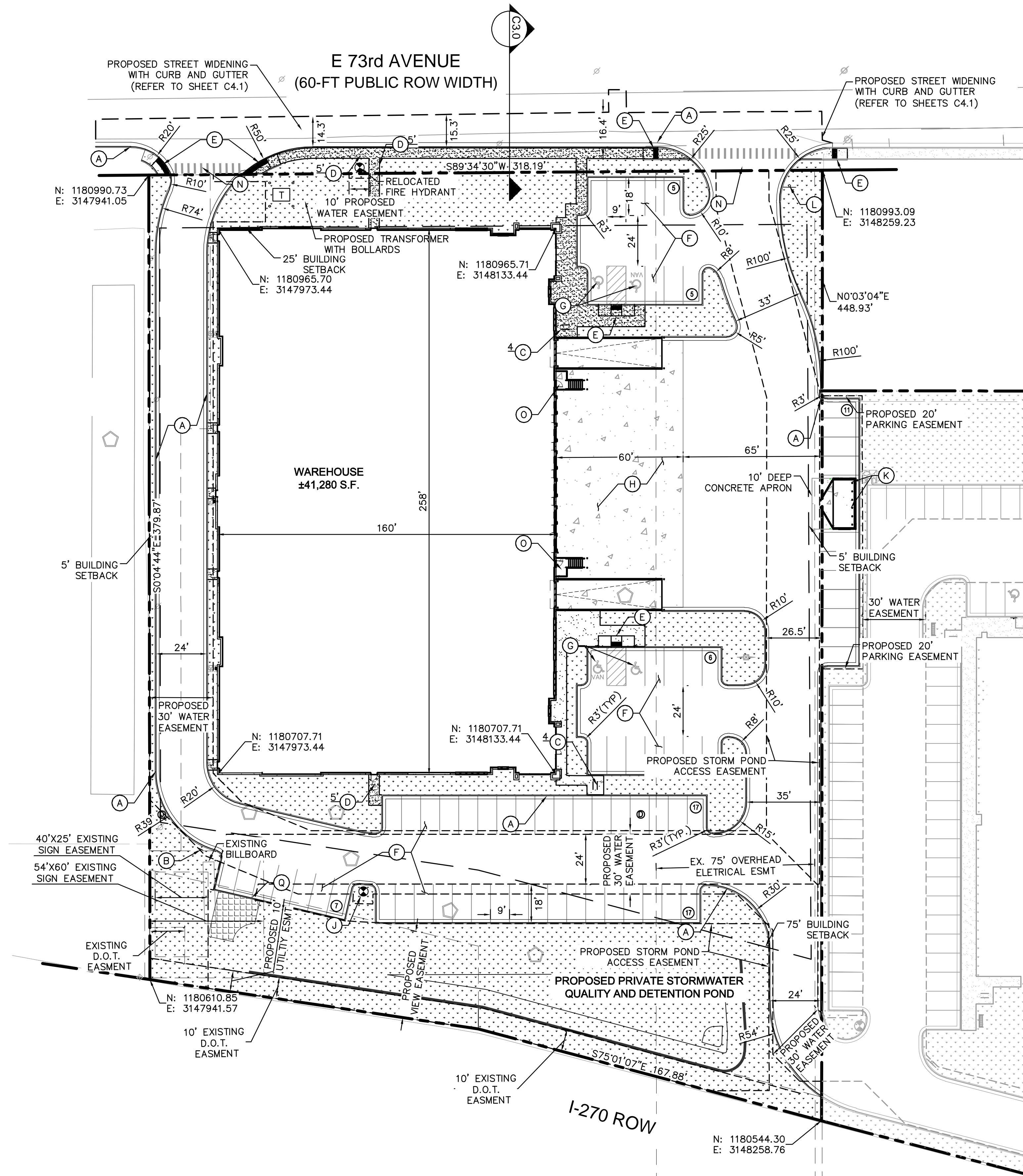
BLEW & ASSOCIATES, P.A.
CIVIL ENGINEERS & LAND SURVEYORS
3825 N. SHILOH DRIVE
FAYETTEVILLE, ARKANSAS 72703
OFFICE: 479.443.4506
FAX: 479.582.1883
WWW.BLEWINC.COM
BLEW PROJ. NO. 18-3983

DATE OF PREPARATION - 4/17/2019
DATE OF LAST REVISION - 10/31/2019
SCALE - 1" = 30'
SHEET 1 OF 2

CASE NO: PLT2019-00015

SHEET 2 OF 2

K:\dev\civil\096501003_1210_73rd\096501003_1210_73rd.dwg New-Horn May 9/16/2019 3:35 PM
THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, IS AN INSTRUMENT OF SERVICE. IT IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELEASE OF THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC.



LEGEND

- PROPERTY LINE
- BUILDING SETBACK LINE
- EASEMENT LINE
- SAWCUT LINE
- VERTICAL CURB & GUTTER
- PROPOSED PARKING SPACES
- CONCRETE SIDEWALK
- LANDSCAPE AREA

SITE KEYNOTES

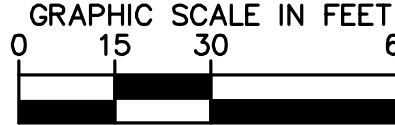
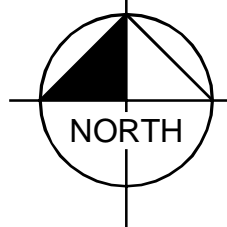
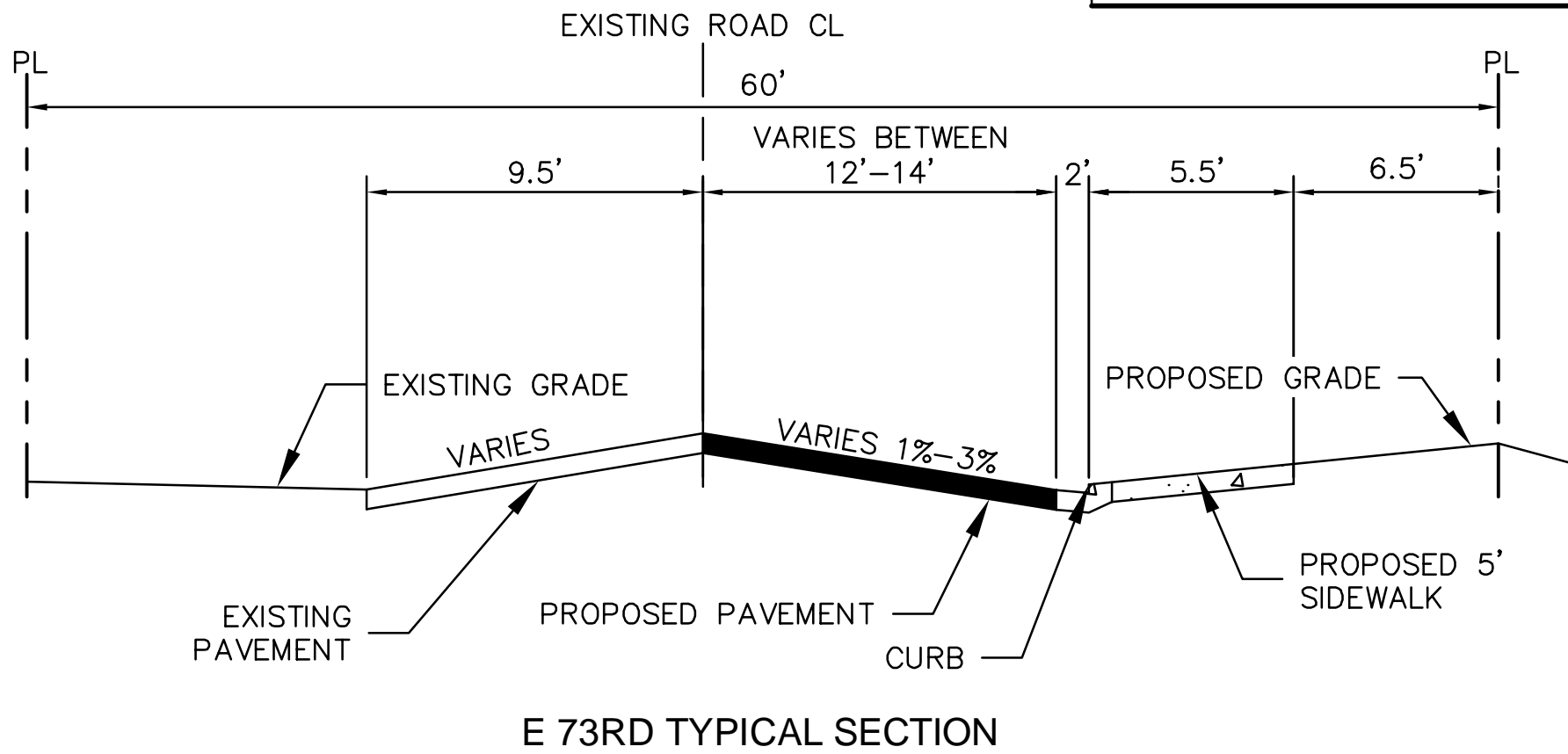
- (A) PROPOSED 6" VERTICAL CURB & GUTTER, TYP. PER DETAIL ON SHEET C8.1.
- (B) PROPOSED SNOW STORAGE AREA WITH SIGNAGE
- (C) PROPOSED BIKE RACK, SPACES PER PLAN. REFER TO C8.0 FOR MORE DETAILS.
- (D) PROPOSED SIDEWALK, WIDTH PER PLAN, PER ADAMS COUNTY DETAIL ON SHEET C8.1.
- (E) PROPOSED CURB RAMP PER ADAMS COUNTY DETAIL, SEE SHEET C8.1.
- (F) PROPOSED 9'X18" STANDARD PARKING STALL WITH 4" WHITE STRIPE TRAFFIC PAINT, TYP.
- (G) PROPOSED ADA PARKING STALL AND ACCESS AISLE W/ SIGN, REFER TO C8.0 FOR MORE DETAILS.
- (H) PROPOSED 60" CONCRETE APRON.
- (I) NOT USED
- (J) PROPOSED FIRE HYDRANT.
- (K) TRASH DUMPSTER WITH BOLLARDS REFER TO ARCH. PLANS.
- (L) PROPOSED STOP SIGN (R1-1). REFER TO SHEET C8.0 FOR MORE DETAILS.
- (M) NOT USED
- (N) PROPOSED CROSS-WALK STRIPING. REFER TO SHEET C8.0.
- (O) PROPOSED STAIRS, REFER TO ARCHITECTURAL PLANS.
- (P) NOT USED
- (Q) PROPOSED ROLL CURB AT EXISTING DRIVEWAYS.

GENERAL NOTES

- ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED
- ALL CURB RADII TO BE 3' UNLESS OTHERWISE NOTED
- OWNER TO DEDICATE ACCESS EASEMENT OVER PAVED SURFACES FOR CITY MAINTENANCE AND EMERGENCY VEHICLES.

SITE ANALYSIS TABLE

SITE AREA	2.99 AC/130,185.30 SF
BUILDING	41,280 S.F.
STANDARD PARKING	74 SPACES
ACCESSIBLE PARKING	4 SPACES
BICYCLE PARKING	8 SPACES
TOTAL PARKING	78 SPACES
RATIO	1.89/1,000 S.F.



1210 73RD AVENUE

SITE PLAN

RED CENTRAL TWO INDUSTRIAL SUBDIVISION FILING NO. 1
ADAMS COUNTY, COLORADO

Kimley»Horn

© 2019 KIMLEY-HORN AND ASSOCIATES, INC.
4562 South Ulster Street, Suite 1500
Denver, Colorado 80237 (303) 228-2300

DESIGNED BY: DLS
DRAWN BY: ZGD
CHECKED BY: DLS
DATE: 09/12/2019

PROJECT NO.
096501003
DRAWING NAME
096501003_SP

C3.0

NO. REVISION BY DATE

SUBDIVISION IMPROVEMENTS AGREEMENT

THIS AGREEMENT is made and entered into by and between the County of Adams, State of Colorado, hereinafter called "County," and Central Connection LLC, located at 1855 South Pearl Street, Suite 20, Denver, CO 80210, 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.** Developer shall furnish, at its own expense, all engineering and other services in connection with the design and construction of the improvements described and detailed on Exhibit "B" attached hereto, and by this reference made a part hereof.
2. **Drawings and Estimates.** The Developer shall furnish drawings and cost estimates for all improvements described and detailed on Exhibit "B" for approval by the County. Upon request, the Developer shall furnish one set of reproducible "as built" drawings and a final statement of construction costs to the County.
3. **Construction.** Developer shall furnish and construct, at its own expense and in accordance with drawings and materials approved by the County, the improvements described and detailed on Exhibit "B".
4. **Time for Completion.** Improvements shall be completed according to the terms of this agreement within "construction completion date" appearing in Exhibit "B". The 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". 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, such as a surety bond, releasable only by the County, to guarantee compliance with this agreement. Said collateral shall be in the amount of \$268,509.15 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 completion.

No Certificate of Occupancy shall be issued until said collateral is furnished in the amount required and in a form acceptable to the Board of County Commissioners. Construction of Public Improvements may be constructed concurrently with construction of building improvements. No Certificate of Occupancy will be issued for any building until preliminary acceptance of the Public Improvements is granted by Adams County.

6. **Acceptance and Maintenance of Public Improvements.** All improvements designated “public” on Exhibit “B” shall be public facilities and become the property of the County or other public agencies upon acceptance. During the period of one year from and after the acceptance of public improvements, the Developer shall, at its own expense, make all needed repairs or replacement due to defective materials or workmanship which, in the opinion of the County, becomes necessary. If, within ten days of written notice to the Developer from the County requesting such repairs or replacements, the Developer has not undertaken with due diligence to make the same, the County may make such repairs or replacements at the Developer’s expense. In the case of an emergency such written notice may be waived.
7. **Successors and Assigns.** This agreement shall be binding upon the heirs, executors, personal representatives, successors, and assigns of the Developer, and shall be deemed a covenant running with the real property as described in Exhibit “A” attached hereto.
8. **Improvements and Dedication.** The undersigned Developer hereby agrees to provide the following improvements.

A. Improvements.

Public Improvements:

Road (paving, curb, gutter, sidewalk) with related drainage improvements on the south side of E 73rd Avenue approximately +-318 linear feet in length, spanning the entire frontage of Red Central Industrial Subdivision Filing No. 2 (Existing County Parcel #'s 0171935303027, 0171935303026 and 0171935303006). See Exhibit “B” for description, estimated quantities and estimated construction costs. See Exhibit “C” for design of Public Improvements.

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

B. Public dedication of land for right-of-way purposes or other public purpose. N/A.

Name/s

Central Connection LLC,
a Delaware limited liability company

By: Central Connection JV LLC
a Delaware limited liability company
Its sole member

By: Red Central, LLC
a Delaware limited liability company
Its managing member

By: JAC Real Estate Equities, LLC
A Delaware limited liability company
Its manager

By: _____
John A. Comunale
sole member

The foregoing instrument was acknowledged before me this ____ day of _____, 2019 by John A. Comunale, as sole member of JAC Real Estate Equities, LLC, a Delaware limited liability company, the manager of Red Central, LLC, a Delaware limited liability company, the managing member of Central Connection JV LLC, a Delaware limited liability company, the sole member of Central Connection LLC, a Delaware limited liability company.

My commission expires: _____

Address: _____

Notary Public _____

APPROVED BY resolution at the meeting of _____, 2019.

Collateral to guarantee compliance with this agreement and construction of public improvements shall be required in the amount of \$268,509.15. No construction or building permits shall be issued until said collateral is furnished in the amount required and in a form acceptable to the Board of County Commissioners.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Clerk of the Board

Chair

EXHIBIT A

Legal Description: RED CENTRAL INDUSTRIAL SUBDIVISION FILING NO. 2

A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 68 WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 3" ALUMINUM CAP MARKING THE SW CORNER OF SECTION 35, T-2-S, R-68-W, THENCE RUN N80°55'15"E FOR A DISTANCE OF 1494.63' TO A FOUND 3" ALUMINUM CAP ON THE NORTHERLY RIGHT-OF-WAY INTERSTATE 270, MARKING THE POINT OF BEGINNING FOR LOT 1,

THENCE ALONG SAID RIGHT-OF-WAY, RUN N81°27'18"W FOR A DISTANCE OF 156.83' TO A FOUND 5/8" CAPPED IRON ROD MARKED "LS6973",

THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN N00°04'44"W FOR A DISTANCE OF 232.69' TO A FOUND 5/8" CAPPED IRON ROD MARKED "BAYER LS6973",

THENCE RUN N00°04'44"W FOR A DISTANCE OF 147.18' TO A FOUND 5/8" CAPPED IRON ROD MARKED "MILLER ENGSVR LS10717" SET ON THE SOUTHERLY RIGHT-OF-WAY LINE OF E. 73RD AVENUE,

THENCE ALONG SAID RIGHT-OF-WAY, RUN N89°34'30"E FOR A DISTANCE OF 157.64' TO A FOUND 5/8" CAPPED IRON ROD MARKED CSG INC. LS4769,

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY, RUN N89°34'30"E FOR A DISTANCE OF 160.55' TO A FOUND 3" PIPE,

THENCE DEPARTING SAID RIGHT-OF-WAY, RUN S00°03'04"W FOR A DISTANCE OF 448.93' TO A FOUND 3" ALUMINUM CAP SET ON THE NORTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 270,

THENCE ALONG SAID RIGHT-OF-WAY, RUN N75°01'07"W FOR A DISTANCE OF 167.88' TO THE POINT OF BEGINNING.

COUNTY OF ADAMS, STATE OF COLORADO.

EXHIBIT B

Public Improvements: See attached

Exhibit B – East 73rd Improvements

EXHIBIT C

Public Improvements Design: See attached.

Exhibit B – East 73rd Improvements

Construction Completion Date: December 31, 2020

Initials or signature of Developer: _____

EXHIBIT B

East 73rd Improvements

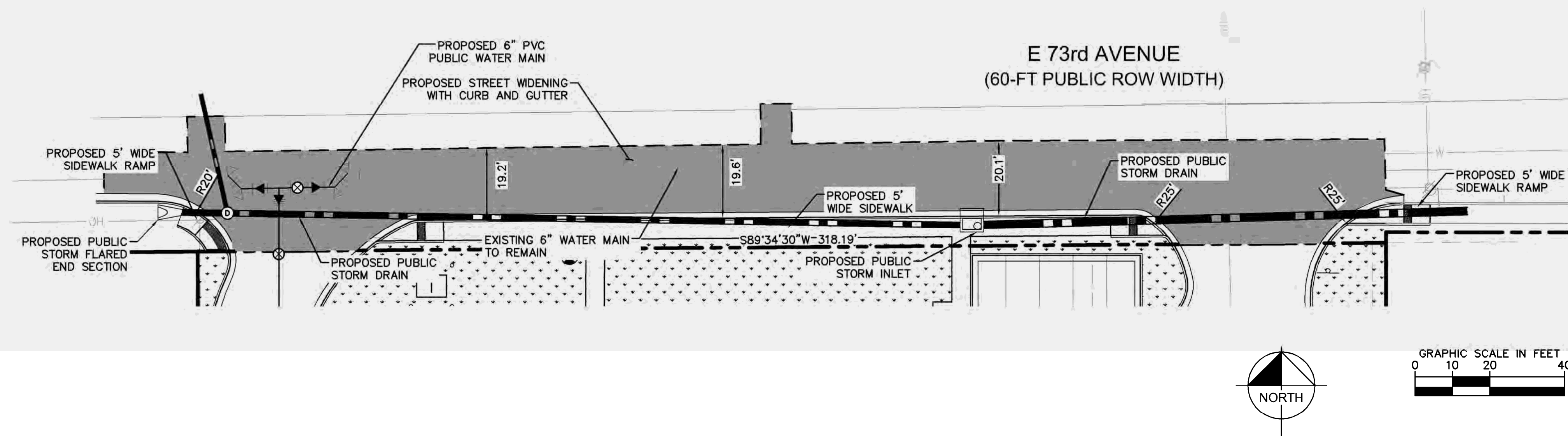
EXHIBIT B - EAST 73RD IMPROVEMENTS

Red Central Two Industrial Subdivision Filing No. 1 (Site 1210)

Engineers Estimate - Site Civil Related Public Improvements - East 73rd Avenue Improvements

25-Oct-19

ITEM	Unit	Estimate Quantity	Approximate Unit Price	Total Cost
MOBILIZATION				
Mobilization	LS	1.00	\$ 2,750.00	\$ 2,750.00
SUBTOTAL				\$ 2,750.00
MISC/GENERAL CONDITIONS				
Site Testing	LS	1.00	\$ 7,500.00	\$ 7,500.00
Site Layout	LS	1.00	\$ 3,500.00	\$ 3,500.00
SUBTOTAL				\$ 11,000.00
EARTHWORK				
Demo Existing	SF	20,150.000	\$ 0.55	\$ 11,082.50
Prep Subgrade	SF	20,150.000	\$ 1.08	\$ 21,762.00
Finish grade	SF	20,150.000	\$ 1.77	\$ 35,665.50
SUBTOTAL				\$ 68,510.00
EROSION CONTROL				
VTC	EA	2.00	\$ 475	\$ 950.00
Silt Fence	LF	600.00	\$ 1.70	\$ 1,020.00
SUBTOTAL				\$ 1,970.00
SITE UTILITIES				
Storm Inlets/Outlet Structures	EA	3.00	\$ 3,850.00	\$ 11,550.00
24" RCP Storm Pipe	LF	345.00	\$ 78.00	\$ 26,910.00
Relocate Fire Hydrants	EA	1.00	\$ 2,337.50	\$ 2,337.50
SUBTOTAL				\$ 40,797.50
ASPHLAT PAVING				
Asphalt Paving	SF	12,500.00	\$ 2.55	\$ 31,875.00
New Asphalt Patch	LS	6,000.00	\$ 3.00	\$ 18,000.00
Asphalt Striping Bid - Road	LS	1.00	\$ 6,500.00	\$ 6,500.00
SUBTOTAL				\$ 56,375.00
SITE CONCRETE				
Curb and Gutter	LF	375.00	\$ 35.00	\$ 13,125.00
Sidewalks & Flatwork (4")	SF	1,500.00	\$ 4.25	\$ 6,375.00
SUBTOTAL				\$ 19,500.00
LANDSCAPING				
Reset Mailboxes	LS	1.00	\$ 2,200.00	\$ 2,200.00
Repair Fencing	LS	1.00	\$ 4,500.00	\$ 4,500.00
Repair/Replace Landscaping	LS	1.00	\$ 5,500.00	\$ 5,500.00
SUBTOTAL				\$ 12,200.00
SUBTOTAL				\$ 213,102.50
Administrative Costs	20.00%			\$ 42,620.50
SUBTOTAL				\$ 255,723.00
Inflation Costs (1 Year)	5.00%			\$ 12,786.15
TOTAL				\$ 268,509.15



LEGEND

- RIGHT OF WAY LINE
- SAWCUT LINE
- E 73RD AVE/LAFAYETTE STREET ASPHALT PAVEMENT WIDENING
- CONCRETE SIDEWALK
- ▨ LANDSCAPE AREA
- ⊙ PROPOSED STORM SEWER

1210 E 73RD AVE
PUBLIC RIGHT OF WAY EXHIBIT
10/28/2019

Kimley»Horn

© 2019 KIMLEY-HORN AND ASSOCIATES, INC.
4582 SOUTH ULSTER STREET, SUITE 1500, DENVER, 80237
PHONE: 303-228-2300



Development Review Team Comments- 2nd Submittal

Date: August 9th, 2019

Project Number: PLT2019-00015

Project Name: Red Central Two Industrial Subdivision, Filing No. 1

Commenting Division: Development Services, Planning

Name of Reviewer: Layla Bajelan

Email: LBajelan@adcogov.org / 720-523-6863

PLN01: No Comment

Commenting Division: Development Services, Engineering:

Name of Review: Matt Emmens

Email: MEmmens@adcogov.org / 720-523-6826

ENG01. The calculations for the Total Estimated Cost is incorrect, the math show that the Total Estimated Cost should be \$188,395 instead of \$180,195.

Applicant Response: **Estimated cost subtotal is now \$196,542.50 because curb and cutter cost was increased from \$18.70 to \$35.00 per linear foot, per a recent, separate request from Greg Labrie on a separate application. Total cost is now \$247,643.55 after factoring in administrative and inflation costs. This is reflected in the revised SIA, included as Exhibit B.**

County Response: Changes noted. The applicant should note that the construction cost estimate could change again because the construction documents have not been preliminarily approved. The applicant may want to wait until the construction documents are approved before finalizing the cost estimate for the SIA, Exhibit B.

ENG02. The inflation cost is calculated incorrectly. The 5% should be taken from the sum of the total estimated cost plus the Administrative Costs. The formula is Inflation Costs = .05 x (Total Estimated Cost + Administrative Cost)

Applicant Response: **This is reflected in the revised SIA, included as Exhibit B.**

County Response: Changes noted. This comment is closed.

ENG03. The estimated time of completion should be stated in Exhibit B.

Applicant Response: **The estimated time of completion, which is 6/30/2021, has been added to the revised SIA, included as Exhibit B.**

County Response: Noted.

The following are standard subdivision review comments/notifications. Applicant will need to acknowledge all comments.

ENG4: Flood Insurance Rate Map – FIRM Panel # (08001C0603H), Federal Emergency Management Agency, January 20, 2016. According to the above reference, the project site is NOT located within a delineated 100-year flood hazard zone; A floodplain use permit will not be required.

ENG5: The applicant shall be responsible to ensure compliance with all Federal, State, and Local water quality construction requirements. The project site is within the County's MS4 Stormwater Permit area. In the event that the disturbed area of the site exceeds 1 acre, or disturbing less than 1 acre but belonging to a larger subdivision (over 1 acre), the applicant shall be responsible to prepare the SWMP plan using the Adams County ESC Template, and obtain both a County SWQ Permit and State Permit COR400000.

ENG6: LOW IMPACT DEVELOPMENT (LID) STANDARDS AND REQUIREMENTS Section 9-01-03-14: All construction projects shall reduce drainage impacts to the maximum extent practicable, and implement practices such as:

1. On-site structural and non-structural BMPs to promote infiltration, evapo-transpiration or use of stormwater,
2. Minimization of Directly Connected Impervious Area (MDCIA),
3. Green Infrastructure (GI),
4. Preservation of natural drainage systems that result in the infiltration, evapo-transpiration or use of stormwater in order to protect water quality and aquatic habitat.
5. Use of vegetation, soils, and roots to slow and filter stormwater runoff.
6. Management of stormwater as a resource rather than a waste product by creating functional, attractive, and environmentally friendly developments.
7. Treatment of stormwater flows as close to the impervious area as possible.

LID shall be designed and maintained to meet the standards of these Regulations and the Urban Drainage and Flood Control District's Urban Storm Drainage Criteria Manual, Volume 3.

ENG7: Sustainable Development Practices Section **3-27-06-05-07-08:**

To the maximum extent practicable, new buildings are encouraged to incorporate one or more of the following features:

1. Opportunities for the integration of renewable energy features in the design of buildings or sites, such as: solar, wind, geothermal, biomass, or low-impact hydro sources;
2. Energy-efficient materials, including recycled materials that meet the requirements of these regulations;
3. Materials that are produced from renewable resources;
4. Low-Impact Development (LID) stormwater management features;
5. A green roof, such as a vegetated roof, or a cool roof;

6. Materials and design meeting the U.S. Green Building Council's LEED-NC certification requirements;
7. A greywater recycling system.

ENG8: Prior to scheduling the final plat/FDP BOCC hearing, the developer is required to submit for review and receive approval of all construction documents (construction plans and reports). Construction documents shall include, at a minimum, onsite and public improvements construction plans, drainage report, traffic impact study. All construction documents must meet the requirements of the Adams County Development Standards and Regulations. The developer shall submit to the Adams County Development Review Engineering division the following: Engineering Review Application, Engineering Review Fee, two (2) copies of all construction documents. The development review fee for an Engineering Review is dependent on the type of project and/or the size of the project. The Development Review fee can be found in the Development Services Fee Schedule, located on the following web page: <http://www.adcogov.org/one-stop-customer-center>.

ENG9: The developer is required to construct roadway improvements adjacent to the proposed site. Roadway improvements will consist of curb, gutter and sidewalk adjacent to the site and, any roadway improvements as required by the approved traffic impact study.

ENG10: Prior to the issuance of any construction or building permits, the developer shall enter into a Subdivision Improvements Agreement (SIA) with the County and provide a security bond for all public improvements.

ENG11: No building permits will be issued until all public improvements have been constructed, inspected and preliminarily accepted by the County's Transportation Dept.

ENG12: The developer is responsible for the repair or replacement of any broken or damaged County infrastructure.

Commenting Division: Public Works Department, Public Works, Infrastructure Management, and Construction Inspection

Name of Review: Gordon Stevens

Email: GStevens@adcogov.org / 720-523-6965

PWD01: No Comment

Commenting Division: Development Services, Right-of-Way

Name of Review: Marissa Hillje

Email: mhillje@adcogov.org / 720-523-6837

ROW01: No Comment



Development Review Team Comments

Date: June 13th, 2019

Project Number: PLT2019-00015

Project Name: Red Central Two Industrial Subdivision, Filing No. 1

Note to Applicant:

The following review comments and information from the Development Review Team is based on the information you submitted for the Minor Subdivision application. The Development Review Team review comments may change if you provide different information during the Resubmittal. At this time, a resubmittal is being required. Resubmittal material can be deposited with our One-Stop Customer Service Center. You will need the attached "Resubmittal Form", and a paper and digital copy of all the resubmitted material. You should also provide a written response to each staff comment and referral agency letter. Please contact the case manager if you have any questions.

Also, please note where "Section" is referenced, it is referring to the appropriate section of the Adams County Development Standards and Regulations.

Your review comment consultation will be held on **Monday, July 1st, 2019 from 3:45 a.m.-4:30 p.m.**

Commenting Division: Development Services, Planning

Name of Reviewer: Layla Bajelan

Email: LBajelan@adcogov.org / 720-523-6863

PLN01: REQUEST:

- a. To create a Minor Subdivision by combining three contiguous parcels into one 2.96-acre parcel.

PLN02: SITE LOCATION/ZONING/COMPREHENSIVE PLAN:

- a. Subject parcels are located along 73rd Avenue, East of Washington Street.
- b. All parcels are currently zoned as I-1.
- c. Within Welby Plan.

PLN03: CRITERIA FOR APPROVAL

Section 2-02-18-03-05The Planning Commission, in making their recommendation, and the Board of County Commissioners, in approving a final plat, shall find.

1. The final plat is consistent and conforms to the approved sketch plan.

2. The final plat is in conformance with the subdivision design standards.
3. 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.
4. The applicant has provided evidence that provision has been made for a public sewage disposal system and, if other methods of sewage disposal are proposed, adequate evidence indicating that the system complies with state and local laws and regulations.
5. 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.
6. The proposed or constructed drainage improvements are adequate and comply with these standards and regulations.
7. 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.
8. The final plat is consistent with the Adams County Comprehensive Plan and any available area plan.
9. The final plat is consistent with the purposes of these standards and regulations.
10. The overall density of development within the proposed subdivision conforms to the zone district density allowances.
11. The proposed subdivision is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County. The proposed subdivision has established an adequate level of compatibility by:
 - a. Incorporating natural physical features into the development design and providing sufficient open spaces considering the type and intensity of uses;
 - b. Incorporating site planning techniques to foster the implementation of the County's plan and encourage a land use pattern to support a balanced transportation system, including auto, bike and pedestrian traffic, public or mass transit, and the cost effective delivery of other services consistent with adopted plans, policies, and regulations of the County;
 - c. Incorporating physical design features in the subdivision to provide a transition between the project and adjacent land uses through the provision of an attractive entryway, edges along public streets, architectural design, and appropriate height and bulk restrictions on structures; and
 - d. Incorporating identified environmentally sensitive areas, including but not limited to, wetlands and wildlife corridors, into the project design.

PLN04: OWNERSHIP

- a. All parcels must have the same owner prior to the final plat being approved.

PLN05: PUBLIC LAND DEDICATION

- a. Public Land Dedication- School District, Neighborhood/ Regional Parks
- b. Cash in Lieu being required

- c. Included is a calculation sheet of PLD fees, once your case has been scheduled for Public Hearing, you will be expected to pay \$3,452.13, at least 24 hours before your case has been scheduled.
- d. Please do not pay this amount until your case has been scheduled for Public Hearing

PLN06: WATER SUPPLY

- a. Please see attached letter from the Colorado Department of Water Resources, regarding your water supply.
- b. Adequate Water Supply has not been established based on the comments from the DWR. Please provide a revised water supply plan with your resubmittal.

PLN07: PUBLIC UTILITIES

- a. Please provide documentation that the North Washington Street Water and Sanitation District will continue to provide services for the proposed development.
- b. A Will Serve letter is typically what the County receives from a District.

PLN08: ENGINEERING PLANS

- a. Cannot schedule for Public Hearing until Engineering plans are approved.

PLN09: Section 2-02-18-03-05; #7 Subdivision Improvements Agreement

- a. Please see calculations from our finance team below, regarding your subdivision Improvement Agreement.
- b. There are errors in submitted calculations.

QY	COST	TOTAL							
1.00	2,175.00	2,175.00							
1.00	7,500.00	7,500.00							
1.00	3,500.00	3,500.00							
20,150.00	0.55	11,082.50							
20,150.00	1.08	21,762.00							
20,150.00	1.77	35,665.50							
2.00	475.00	950.00							
600.00	1.70	1,020.00							
2.00	3,613.00	7,226.00							
1.00	2,338.00	2,338.00							
17,500.00	2.55	44,625.00							
6,000.00	3.00	18,000.00							
1.00	6,500.00	6,500.00							
500.00	18.70	9,350.00							
2,000.00	4.25	8,500.00							
1.00	2,200.00	2,200.00							
1.00	2,500.00	2,500.00			Difference				
1.00	3,500.00	3,500.00	188,394.00	(180,195.00)	8,199.00				
						year 1			
						Cost Estimate from Exhibit "B"	188,394.00		
						Additional 20% for Administration	37,678.80		
						Total Cost with 20% Admin	226,072.80		
						Additional 5% per year of Total Cost with 20% Admin	11,303.64		
						Total	237,376.44	AMOUNT OF COLLATERAL	
						Amount on SIA	225,244.00		
						Difference	12,132.44		

Commenting Division: Development Services, Engineering:

Name of Review: Greg Labrie

Email: GLabrie@adcogov.org / 720-523-6824

Development Engineering is currently working with the design engineers to finalize the engineering construction plans and the storm water plans for this project. Development Engineering has also reviewed the Subdivision Improvement Agreement and has the following comments.

ENG01. The calculations for the Total Estimated Cost is incorrect, the math show that the Total Estimated Cost should be \$188,395 instead of \$180,195.

ENG02. The inflation cost is calculated incorrectly. The 5% should be taken from the sum of the total estimated cost plus the Administrative Costs. The formula is Inflation Costs = .05 x (Total Estimated Cost + Administrative Cost)

ENG03. The estimated time of completion should be stated in Exhibit B.

Commenting Division: Public Works Department, Public Works, Infrastructure Management, and Construction Inspection

Name of Review: Gordon Stevens

Email: GStevens@adcogov.org / 720-523-6965

- PWD01: A Subdivision Improvement Agreement and related collateral will be required for the construction of all Public Facilities as they relate to this subdivision construction. This agreement will have to be approved by the BoCC.
- PWD02: This subdivision is apparently a smaller portion of the entire subdivision that was previously looked at under Case No. EGR2019-00005 with Mr. Labrie. With this smaller portion, they are showing a Detention/Water Quality pond along the south side of the property with no apparent outlet. This issue will have to be addressed.
- PWD03: Construction plans must be submitted and approved prior to the beginning of construction.
- PWD04: A pre-construction meeting must be held prior to construction.
- PWD05: No Building Permits/CO's can be issued until all Public Improvements have been installed and have received Preliminary Acceptance from the Adams County Department of Public Works.
- PWD06: A construction Permit cannot be issued until all construction plans have been reviewed and approved, and the Subdivision Improvement Agreement has been approved by the Adams County BoCC.

Commenting Division: Development Services, Right-of-Way

Name of Review: Marissa Hillje

Email: mhillje@adcogov.org / 720-523-6837

- ROW01: Ownership of all 3 parcels needs to be the same before plat can be approved. Send County recorded deeds.
- ROW02: Remove Tract Table
- ROW03: Revise ownership and dedication paragraph- see redlines
- ROW04: Revise subtitle- remove recording information. Add recording information to the legal description. See redlines

- ROW05: The exceptions/easements listed on the title report need to be shown and/or noted on this plat.
- ROW06: Drainage and access easement boundaries shall be delineated on this plat.
- ROW07: Review Basis of Bearings. The POC should be coincident or tied to this boundary.
- ROW08: See all other redlines on plat attached.

Commenting Division: Development Services, Addressing

Name of Review: Marissa Hillje

Email. mhillje@adcogov.org / 720-523-6837

ADD01: Address will remain unless owner requests otherwise

Commenting Division: Environmental Analyst Review

Name of Review: Eden Steele

Email. esteele@adcogov.org / 720-523-6897

No Comment

Commenting Division: Neighborhood Services, Code Compliance

Name of Review: Kerry Gress

Email. KGress@adcogov.org / 720-523-6832

No Comment

Commenting Division: Development Services Building and Safety, Chief Building Official

Name of Review: Justin Blair

Email: jblair@adcogov.org / 720-523-6843

No Comment

Commenting Division: Parks

Name of Review: Aaron Clark

Email: aclark@adcogov.org

No Comment

Layla Bajelan

From: Loeffler - CDOT, Steven <steven.loeffler@state.co.us>
Sent: Wednesday, May 22, 2019 10:08 AM
To: Layla Bajelan
Cc: Bradley Sheehan - CDOT
Subject: Re: PLT2019-00015; Red Central Two Industrial Subdivision, Filing No. 1 Request for Comments

Layla,

I have reviewed the referral for Red Central Two Industrial Subdivision, Filing No. 1 and have the following comments:

- We have no objections to the Minor Subdivision Plat - request to combine three parcels into one 2.96 acre parcel, located at 1210 E. 73rd Ave.
- At the time of development we would like to review a drainage study to make sure there will be no negative impact to Interstate 270.
- Any signing on this development that will be visible to I-270 must be on-premise in nature and only advertise goods or services that are available on that property and must comply with any other applicable rules governing outdoor advertising in Colorado, per **2 CCR 601-3**

We would request that as more development/redevelopment occurs on E. 73rd Ave. that the County be aware of the cumulative impact to Gilpin Way and E. 70th Ave. (State Highway 224). If future improvements are needed at this intersection due to the increased traffic volumes, the County would be the Permittee for this County Road access to the State Highway.

Thank you for the opportunity to review this referral.

Steve Loeffler
Permits Unit



P 303.757.9891 | F 303.757.9886
2829 W. Howard Pl. 2nd Floor, Denver, CO 80204
steven.loeffler@state.co.us | www.codot.gov | www.cotrip.org

On Tue, May 21, 2019 at 2:20 PM Layla Bajelan <LBajelan@adcogov.org> wrote:

Request for Comments

Case Name: Red Central Two Industrial Subdivision, Filing No. 1
Case Number: PLT2019-00015

COLORADO GEOLOGICAL SURVEY

1801 Moly Road
Golden, Colorado 80401



Karen Berry
State Geologist

June 11, 2019

Layla Bajelan
Adams County Community and Economic Development
4430 S. Adams County Parkway, Suite W2000A
Brighton, CO 80601

Location:
SW SE SW Section 35,
T2S, R68W, 6th P.M.
39.8285, -104.9726

Subject: Red Central Two Industrial Subdivision, Filing No. 1
Case Number PLT2019-00015; Adams County, CO; CGS Unique No. AD-19-0026

Dear Ms. Bajelan:

Colorado Geological Survey has reviewed the Red Central Two Industrial Subdivision Filing No. 1 referral. I understand the applicant proposes to combine three existing parcels into one parcel of 2.96 acres located at 1210 E. 73rd Avenue.

The site does not contain, nor is it exposed to, any geologic hazards that would preclude the proposed one-lot minor subdivision. **CGS therefore has no objection to approval of the plat as proposed.**

Mineral resource potential. According to the Atlas of Sand, Gravel, and Quarry Aggregate Resources, Colorado Front Range Counties (Schwochow et al, Colorado Geological Survey Special Publications 5-A, Plate 2, and 5-B, Commerce City Quadrangle, 1974), the subject property appears to be located within a mapped "T1" resource area, described as a stream terrace deposit potentially containing a coarse aggregate resource consisting of "Gravel: relatively clean and sound." Two borehole logs near the subject site on the Commerce City geologic quadrangle indicate that there may be a sand and gravel layer of 25 to 32 feet thickness beneath six to seven feet of clay. The NRCS Soil Survey (typically valid for only the uppermost five feet below the ground surface) rates the site soils as a poor source of sand and a poor source of gravel.

A determination of whether the property contains an economic mineral resource is outside the scope of CGS review. A site-specific investigation would be required to verify the presence or absence of a resource. However, even if an aggregate resource were determined to be present, the site's small size likely precludes economic extraction.

Thank you for the opportunity to review and comment on this project. If you have questions or require additional review, please call me at (303) 384-2643, or e-mail carlson@mines.edu.

Sincerely,

A handwritten signature in black ink, appearing to read "Jill Carlson".

Jill Carlson, C.E.G.
Engineering Geologist



August 8, 2019

Layla Bajelan
Adams County Planning and Development
Transmission via email: LBajelan@adcogov.org

RE: Red Central Two Industrial Subdivision, Filing 1
Case No. PLT2019-00015
Part of the SE ¼ of the SW ¼ Sec. 35, T2S, R68W, 6th P.M.
Water Division 1, Water District 7

Dear Ms. Bajelan,

We have reviewed the above referenced referral received July 24, 2019 for approval of a minor subdivision re-plot to combine three existing parcels into one parcel, totaling a combined 2.96 acres, and to develop the property for a 41,280 square-foot industrial building. This request is located at 1210 E 73rd Avenue. We previously provided comments to this proposal by our letter dated June 3, 2019.

Water Supply Demand

Estimated water requirements were not provided with the second referral material.

Source of Water Supply

As indicated in our previous letter the proposed minor subdivision is located within the boundaries of the North Washington Street Water and Sanitation District ("District"). A letter of commitment from the District dated June 17, 2018 was provided in this second referral material. According to that letter the District is currently servicing the property with water and sewer taps through the District's facilities. The District receives water from Denver Water through master meter contract no. 192. We consider Denver Water a reliable water supplier.

State Engineer's Office Opinion

Based upon the above and pursuant to Section 30-28-136(1)(h)(I) and Section 30-28-136(1)(h)(II), C.R.S., the State Engineer's office offers the opinion that with the District as the water supplier for this project, the proposed water supply can be provided without causing material injury to existing water rights and the supply is expected to be adequate.

Should you or the applicant have any questions, please contact Ioana Comaniciu at (303) 866-3581 x8246.

Sincerely,

Joanna Williams, P.E.
Water Resource Engineer

Ec: Subdivision File No. 26520





COLORADO
Division of Water Resources
Department of Natural Resources

June 3, 2019

Layla Bajelan
Adams County Planning and Development
Transmission via email: LBajelan@adcogov.org

RE: Red Central Two Industrial Subdivision, Filing 1
Case No. PLT2019-00015
Part of the SE ¼ of the SW ¼ Sec. 35, T2S, R68W, 6th P.M.
Water Division 1, Water District 7

Dear Ms. Bajelan,

We have reviewed the above referenced referral received May 21, 2019 for approval of a minor subdivision re-plat to combine three existing parcels into one parcel, totaling a combined 2.96 acres, and to develop the property for a 41,280 square-foot industrial building. This request is located at 1210 E 73rd Avenue.

Water Supply Demand

Estimated water requirements were not provided in the referral material, therefore the water supply demand for this subdivision is unknown.

Source of Water Supply

According to information available in this office, the proposed minor subdivision is located within the boundaries of the North Washington Street Water and Sanitation District ("District") and the property known as 1210 E 73rd Avenue is currently served by the District. A letter of commitment from the District was not provided in the referral material, therefore it is unknown if the District is willing to provide water to the proposed industrial building. The District receives water from Denver Water through master meter contract no. 192. We consider Denver Water a reliable water supplier.

State Engineer's Office Opinion

Based upon the above and pursuant to Section 30-28-136(1)(h)(I) and Section 30-28-136(1)(h)(II), C.R.S., the State Engineer's Office has not received enough information to render an opinion regarding the adequacy of the proposed water supply. Prior to further review of the subdivision water supply plan the applicant should provide a water supply plan that clearly defines the proposed development's water demand and water source.

Should you or the applicant have any questions, please contact Ioana Comaniciu at (303) 866-3581 x8246.

Sincerely,

Joanna Williams, P.E.
Water Resource Engineer

Ec: Subdivision File No. 26520





August 7, 2019

Layla Bajelan
Adams County Community and Economic Development
4430 South Adams County Parkway, Suite W2000A
Brighton, CO 80601

RE: Red Central Two Industrial Subdivision, Filing No. 1, PLT2019-00015
TCHD Case No. 5762

Dear Ms. Bajelan,

Thank you for the opportunity to review and comment on the Minor Subdivision Plat to combine three parcels into one 2.96 acre parcel located at 1210 E 73rd Avenue. Tri-County Health Department (TCHD) staff has reviewed the application for compliance with applicable environmental and public health regulations and principles of healthy community design. After reviewing the application, TCHD has no comments.

Please feel free to contact me at 720-200-1585 or aheinrich@tchd.org if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "A. Heinrich", is written over a light blue horizontal line.

Annemarie Heinrich, MPH/MURP
Land Use and Built Environment Specialist

cc: Sheila Lynch, Monte Deatrich, TCHD



Right of Way & Permits

1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: **303.571.3306**
Facsimile: 303. 571. 3284
donna.l.george@xcelenergy.com

August 11, 2019

Adams County Community and Economic Development Department
4430 South Adams County Parkway, 3rd Floor, Suite W3000
Brighton, CO 80601

Attn: Layla Bajelan

**Re: Red Central Two Industrial Subdivision Filing No. 1 – 2nd referral
Case # PLT2019-00015**

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the second referral plat for **Red Central Two Industrial F1** and requests that Note #3 (and on the plat itself) is changed to the *northern* 10-feet of the property abutting East 73rd Avenue where the dry utilities run through all lots along this roadway in this area. My apologies, I must have mixed up north and south.

The property owner/developer/contractor must continue working with the Designer assigned to the project for approval of natural gas and electric distribution and service design details; and, Crystal Sanchez pertaining to the encroachment process for the electric transmission facilities within this property.

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

Adams County Community and Economic Development Department
4430 South Adams County Parkway, 3rd Floor, Suite W3000
Brighton, CO 80601

Attn: Layla Bajelan

Re: Red Central Two Industrial Subdivision Filing No. 1, Case # PLT2019-00015

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the plat for **Red Central Two Industrial F1** and requests that Note #4 is changed from 6-foot and 8-foot wide utility easements (typically use for single-family residential lots) to 10-foot wide utility easements around the perimeter of this lot, which are typical widths for not-residential lots.

Please be aware PSCo owns and operates existing natural gas and electric distribution facilities along East 73rd Avenue. The property owner/developer/contractor must complete the application process for any new natural gas or electric service, or modification to existing facilities via xcelenergy.com/InstallAndConnect. 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 by dialing 811 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

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: Red Central Two Industrial Subdivision, Filing No. 1

Case Number: PLT2019-00015

May 21, 2019

The Adams County Planning Commission is requesting comments on the following application: **Minor Subdivision Plat- request to combine three parcels into one 2.96 acre parcel.** This request is located at 1210 E 73RD AVE. The Assessor's Parcel Numbers are 0171935303026, 0171935303006, and 0171935303027 .

Applicant Information: ARMIE MANAGEMENT LLC
1855 S PEARL STREET, SUITE 20
DENVER, CO 80210

Please forward any written comments on this application to the Department of Community and Economic Development at 4430 South Adams County Parkway, Suite W2000A Brighton, CO 80601-8216 (720) 523-6800 by 06/11/2019 in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to LBajelan@adcogov.org.

Once comments have been received and the staff report written, the staff report and notice of public hearing dates can be forwarded to you for your information. The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at www.adcogov.org/planning/currentcases.

Thank you for your review of this case.

Layla Bajelan, Planner I
Case Manager

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry
DISTRICT 1

Charles "Chaz" Tedesco
DISTRICT 2

Emma Pinter
DISTRICT 3

Steve O'Dorisio
DISTRICT 4

Mary Hodge
DISTRICT 5



Public Hearing Notification

Case Name:	Red Central Two Industrial Subdivision, Filing No.1
Case Number:	PLT2019-00015
Planning Commission Hearing Date:	11/14/2019 at 6:00 p.m.
Board of County Commissioners Hearing Date:	12/10/2019 at 9:30 a.m.

October 23, 2019

A public hearing has been set by the Adams County Planning Commission and the Board of County Commissioners to consider the following request: **Minor Subdivision Plat- request to combine 3 parcels into one 2.96 acre parcel.**

The proposed use will be Light Industrial.

This request is located at 1210 E. 73rd Avenue Denver, Colorado 80229

The parcel size is roughly 2.96 acres.

The Assessor's Parcel Number(s): 0171935303006, 0171935303026, 0171935303027

Applicant Information:

Armie Management, LLC
1855 Pearl Street, Suite 20
Denver, Colorado 80210

The hearing will be held in the Adams County Hearing Room located at 4430 South Adams County Parkway, Brighton CO 80601-8216. This will be a public hearing and any interested parties may attend and be heard. The Applicant and Representative's presence at these hearings is requested. If you require any special accommodations (e.g., wheelchair accessibility, an interpreter for the hearing impaired, etc.) please contact the Adams County Community and Economic Development Department at (720) 523-6800 (or if this is a long distance call, please use the County's toll free telephone number at 1-800-824-7842) prior to the meeting date.

For further information regarding this case, please contact the Department of Community and Economic Development, 4430 S Adams County Parkway, Brighton, CO 80601, 720-523-6800. This is also the location where maps and/or text certified by the Planning Commission may be viewed.

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

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.

A handwritten signature in black ink, reading "Layla Bajelan". The script is cursive and fluid, with the first name "Layla" and last name "Bajelan" clearly distinguishable.

Layla Bajelan, Long Range Planner I
Case Manager

PUBLICATION REQUEST

Red Central Two Industrial Subdivision, Filing No. 1

Case Number:	PLT2019-00015
Planning Commission Hearing Date:	11/14/2019 at 6:00 p.m.
Board of County Commissioners Hearing Date:	12/10/2019 at 9:30 a.m.
Public Hearings Location:	4430 S. Adams County Pkwy., Brighton, CO 80602

Request: Minor Subdivision Plat- request to combine 3 parcels into one 2.96 acre parcel.

Location: 1210 E 73rd Avenue Denver, Colorado 80229
Parcel Number: 0171935303006, 0171935303026, 0171935303027

Case Manager: Layla Bajelan

Applicant/ Owner: Armie Management, LLC.
1855 Pearl Street, Suite 20
Denver, Colorado 80210

Legal Description:

PARCEL A:

THAT PART OF THE WEST ONE-HALF OF BLOCK 15, NORTH SIDE GARDENS, AS RECORDED IN FILE 3 AT MAP 35, OF THE ADAMS COUNTY, COLORADO RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO; THENCE N89°35'35"E ALONG THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 35, A DISTANCE OF 1314.27 FEET; THENCE N00°01'17"E PARALLEL WITH THE WEST LINE OF SAID BLOCK 15, A DISTANCE OF 249.66 FEET; THENCE SOUTHEASTERLY ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 5904.58 FEET, A CENTRAL ANGLE OF 00°02'54" AND AN ARC LENGTH OF 4.98 FEET TO THE WEST LINE OF SAID BLOCK 15; THENCE N00°01'17"E ALONG SAID WEST LINE A DISTANCE OF 231.84 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING N00°01'17"E ALONG SAID WEST LINE, A DISTANCE OF 147.24 FEET TO THE NORTHWEST CORNER OF SAID BLOCK 15; THENCE N89°38'30"E ALONG THE NORTH LINE OF SAID BLOCK 15, A DISTANCE OF 94.08 FEET; THENCE S05°28'20"E, A DISTANCE OF 146.86 FEET; THENCE S89°07'57"W, A DISTANCE OF 108.15 FEET TO THE POINT OF BEGINNING, COUNTY OF ADAMS, STATE OF COLORADO.

PARCEL B:

THAT PART OF THE WEST ONE-HALF OF BLOCK 15, NORTH SIDE GARDENS, AS RECORDED IN FILE 3 AT MAP 35, OF THE ADAMS COUNTY, COLORADO RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO;

THENCE N89°35'35"E ALONG THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 35, A DISTANCE OF 1314.27 FEET; THENCE N00°01'17"E PARALLEL WITH THE WEST LINE OF SAID BLOCK 15, A DISTANCE OF 249.66 FEET; THENCE SOUTHEASTERLY ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 5904.58 FEET, A CENTRAL ANGLE OF 00°02'54" AND AN ARC LENGTH OF 4.98 FEET TO THE WEST LINE OF SAID BLOCK 15, BEING THE POINT OF BEGINNING;

THENCE N00°01'17"E ALONG SAID WEST LINE A DISTANCE OF 231.84 FEET; THENCE N89°07'57"E, A DISTANCE OF 108.15 FEET; THENCE N05°28'20"W, A DISTANCE OF 146.88 FEET TO THE NORTH LINE OF SAID BLOCK 15; THENCE N89°38'30"E ALONG SAID NORTH LINE, A DISTANCE OF 63.50 FEET TO THE NORTHEAST CORNER OF THE WEST ONE-HALF OF THE WEST ONE-HALF OF SAID BLOCK 15; THENCE S00°01'26"W ALONG THE EAST LINE OF SAID WEST ONE-HALF OF THE WEST ONE-HALF OF SAID BLOCK 15, A DISTANCE OF 403.84 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 270 AS DESCRIBED IN BOOK 5058 AT PAGE 234 AND 235, ADAMS COUNTY RECORDS; THENCE N81°25'07"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 159.33 FEET TO THE POINT OF BEGINNING, COUNTY OF ADAMS, STATE OF COLORADO.

PARCEL C:

A PARCEL OF GROUND, BEING PART OF THE WEST ONE-HALF OF BLOCK 15, NORTH SIDE GARDENS, AS RECORDED IN FILE 3 AT MAP 35, OF THE ADAMS COUNTY, COLORADO RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH P.M., THENCE NORTH 89°35'35" EAST ALONG THE SOUTH LINE OF SAID SECTION 35 A DISTANCE OF 1476.68 FEET TO THE TRUE POINT OF BEGINNING, THENCE NORTH 0°1'26" EAST A DISTANCE OF 627.91 FEET, THENCE NORTH 89°38'30" EAST A DISTANCE OF 162.44 FEET; THENCE SOUTH 0°1'34" WEST A DISTANCE OF 627.77 FEET; THENCE SOUTH 89°35'35" WEST A DISTANCE OF 162.41 FEET TO THE TRUE POINT OF BEGINNING, EXCEPTING THEREFROM, THE PARCEL CONVEYED IN DEED TO THE STATE OF COLORADO, DEPARTMENT OF TRANSPORTATION RECORDED APRIL 24, 1998 IN BOOK 5308 AT PAGES 240, COUNTY OF ADAMS, STATE OF COLORADO.



Referral Listing
Case Number PLT2019-00015
Red Central Industrial Subdivision Filing No. 2

Agency	Contact Information
	Arlene Vickrey 303-853-6644 Arlene.A.Vickrey@usps.gov
Adams County Attorney's Office	Christine Fitch CFitch@adcogov.org 4430 S Adams County Pkwy Brighton CO 80601 720-523-6352
Adams County CEDD Addressing	Marissa Hillje PLN 720.523.6837 mhillje@adcogov.org
Adams County CEDD Development Services Engineer	Devt. Services Engineering 4430 S. Adams County Pkwy. Brighton CO 80601 720-523-6800
Adams County CEDD Right-of-Way	Marissa Hillje 4430 S. Adams County Pkwy. Brighton CO 80601 720-523-6837 mhillje@adcogov.org
Adams County Construction Inspection	Gordon .Stevens 4430 S. Adams County Pkwy Brighton CO 80601 720-523-6965 gstevens@adcogov.org
Adams County Development Services - Building	Justin Blair 4430 S Adams County Pkwy Brighton CO 80601 720-523-6825 JBlair@adcogov.org
Adams County Fire Protection District	Chris Wilder 8055 N. WASHINGTON ST. DENVER CO 80229 (303) 289-4683 cwilder@acfpd.org
Adams County Parks and Open Space Department	Aaron Clark mpedrucci@adcogov.org (303) 637-8005 aclark@adcogov.org

Agency	Contact Information
Adams County Sheriff's Office: SO-HQ	Rick Reigenborn (303) 654-1850 rreigenborn@adcogov.org
Adams County Sheriff's Office: SO-SUB	- - 303-655-3283 CommunityConnections@adcogov.org
Adams County Treasurer	Lisa Culpepper 4430 S Adams County Pkwy Brighton CO 80601 720.523.6166 lculpepper@adcogov.org
CDOT Colorado Department of Transportation	Bradley Sheehan 2829 W. Howard Pl. 2nd Floor Denver CO 80204 303.757.9891 bradley.sheehan@state.co.us
Century Link, Inc	Brandyn Wiedreich 5325 Zuni St, Rm 728 Denver CO 80221 720-578-3724 720-245-0029 brandyn.wiedrich@centurylink.com
Code Compliance Supervisor	Eric Guenther eguenther@adcogov.org 720-523-6856 eguenther@adcogov.org
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COLORADO DIVISION OF WILDLIFE	Serena Rocksund 6060 BROADWAY DENVER CO 80216 3039471798 serena.rocksund@state.co.us

Agency	Contact Information
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Colorado Geological Survey: CGS_LUR@mines.edu	Jill Carlson Mail CHECK to Jill Carlson 303-384-2643 303-384-2655 CGS_LUR@mines.edu
COMCAST	JOE LOWE 8490 N UMITILLA ST FEDERAL HEIGHTS CO 80260 303-603-5039 thomas_lowe@cable.comcast.com
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NS - Code Compliance	Joaquin Flores 720.523.6207 jflores@adcogov.org
REGIONAL TRANSPORTATION DIST.	Engineering RTD 1560 BROADWAY SUITE 700 DENVER CO 80202 303-299-2439 engineering@rtd-denver.com
TRI-COUNTY HEALTH DEPARTMENT	MONTE DEATRICH 4201 E. 72ND AVENUE SUITE D COMMERCE CITY CO 80022 (303) 288-6816 mdeatrich@tchd.org
TRI-COUNTY HEALTH DEPARTMENT	Sheila Lynch 6162 S WILLOW DR, SUITE 100 GREENWOOD VILLAGE CO 80111 720-200-1571 landuse@tchd.org
Tri-County Health: Mail CHECK to Sheila Lynch	Tri-County Health landuse@tchd.org .

Agency

Contact Information

United States Postal Service

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303-853-6025
Jason.G.Eddleman@usps.gov

WELBY CITIZEN GROUP

NORMA FRANK
7401 RACE STREET
DENVER CO 80229
(303) 288-3152

Xcel Energy

Donna George
1123 W 3rd Ave
DENVER CO 80223
303-571-3306
Donna.L.George@xcelenergy.com

Xcel Energy

Donna George
1123 W 3rd Ave
DENVER CO 80223
303-571-3306
Donna.L.George@xcelenergy.com

1000 EAST 73RD AVENUE
2750 QUAIL VALLEY ROAD
SOLVANG CA 93463

DOMENICO CAROLYN
3558 W 111TH DR UNIT A
WESTMINSTER CO 80031

A AND R LLC
7754 PARFET ST
ARVADA CO 80005

DOMENICO CAROLYN M
3558 WEST 111TH DRIVE NO. A
WESTMINSTER CO 80031-6851

ADUCCI JOSEPH 1/3 /ROTELLO ANGELA 1/6 AN
SONS RANDY 1/6 /ADUCCI JOSEPH M/LISA M
1479 S LEYDEN ST
DENVER CO 80224-1950

ENGDAHL RANIE VECCHIARELLI
4505 QUAY ST
WHEAT RIDGE CO 80033-3516

BARRANDEY IRENE ACOSTA AND
RODRIGUEZ OCTAVIO TORRES
1437 S WOLCOTT WAY
DENVER CO 80219-3615

GACCETTA BERNICE REVOCABLE LIVING TRUST
GACCETTA FRANK REVOCABLE LIVING TRUST
5247 EAGLE MEADOW DR
DAcono CO 80514-8539

CENTER GREENHOUSE INC
1550 E 73RD AVE
DENVER CO 80229-6904

GACCETTA DANNY AND
GACCETTA BRIANNA
13252 ELIZABETH ST
THORNTON CO 80241-2063

CENTER LAND PROPERTIES
7285 GILPIN WAY SUITE 100
DENVER CO 80229

HIGH NOON ASSOCIATES
2750 QUAIL VALLEY ROAD
SOLVANG CA 93463

CENTER PLAZA LLC
1480 E 73RD AVE
DENVER CO 80229-6902

K L WERTH LLC
2555 E 70TH AVENUE
DENVER CO 80229

CHESROWN COLLISION CENTER INC
7420 N WASHINGTON STREET
DENVER CO 80229

MC DANIEL LARRY E AND NANCY J
3105 MEGAN WAY
BERTHOUD CO 80513-8078

CITY OF THORNTON THE
9500 CIVIC CENTER DR
DENVER CO 80229-4326

NLT LLC
891 E 71ST AVE
DENVER CO 80229-6806

DECARLO FAMILY TRUST THE
3751 W 101ST AVE
WESTMINSTER CO 80031-2435

NORTH SIDE GARDENS LLC
7285 GILPIN WAY UNIT 100
DENVER CO 80229-6507

PEDOTTO EDWARD M
6946 W 83RD WAY
ARVADA CO 80003-1611

CENTER LAND COMPANY
OR CURRENT RESIDENT
1480 E 73RD AVE
DENVER CO 80229-6902

R MOORE PROPERTIES LLC
2721 E 138TH PL
THORNTON CO 80602-7226

MENDEZ CARLOS AND
MENDEZ KATHLEEN
OR CURRENT RESIDENT
1390 E 73RD AVE
DENVER CO 80229

T & G PECOS LLC
6301 FEDERAL BLVD # 3
DENVER CO 80221-2029

PISER FRANCES M
OR CURRENT RESIDENT
1310 E 73RD AVE
DENVER CO 80229-6823

T AND G 73RD LLC
6301 FEDERAL BLVD UNIT 3
DENVER CO 80221

SAYLOR JAMES M AND
SAYLOR HARRY M
OR CURRENT RESIDENT
940 E 73RD AVE
DENVER CO 80229-6817

TRUSTILE PROPERTIES LLC
1585 E 66TH AVE
DENVER CO 80229-7223

SCOTT MICHAEL AND
SCOTT LORI
OR CURRENT RESIDENT
7150 LAFAYETTE ST
DENVER CO 80229-6825

VENTURE 224 LLC
11755 AIRPORT WAY STE 149
BROOMFIELD CO 80021-2502

VIVA A&R LLC
OR CURRENT RESIDENT
1040 E 71ST AVE
DENVER CO 80229-6810

WASHINGTON GARDENS BPT LLC UND 50% AND
WASHINGTON GARDENS RANDALL LLC UND 50%
C/O COMPTON DANDO INC
DENVER CO 80239-3454

YANTORNO BEVERLY SUE AND HOFFMAN PETER
MICHAEL AND HOFFMAN KIMBERLY ANN
OR CURRENT RESIDENT
1460 E 73RD AVE
DENVER CO 80229-6902

ADDUCCI JOSEPH A
OR CURRENT RESIDENT
1210 E 73RD AVE
DENVER CO 80229-6821

YANTORNO FRANK L
OR CURRENT RESIDENT
1414 E 73RD AVE
DENVER CO 80229-6902

BURTON KAY A
OR CURRENT RESIDENT
1161 E 73RD AVE
DENVER CO 80229-6851

CURRENT RESIDENT
7314 WASHINGTON ST
DENVER CO 80229-6302

CENTER GREENHOUSE INC
OR CURRENT RESIDENT
1550 E 73RD AVE
DENVER CO 80229-6904

CURRENT RESIDENT
7316 WASHINGTON ST
DENVER CO 80229-6302

CURRENT RESIDENT
7318 WASHINGTON ST
DENVER CO 80229-6302

CURRENT RESIDENT
1015 E 70TH AVE
DENVER CO 80229-6803

CURRENT RESIDENT
7330 WASHINGTON ST
DENVER CO 80229-6302

CURRENT RESIDENT
1041 E 70TH AVE
DENVER CO 80229-6803

CURRENT RESIDENT
7334 WASHINGTON ST
DENVER CO 80229-6302

CURRENT RESIDENT
1061 E 70TH AVE
DENVER CO 80229-6803

CURRENT RESIDENT
7338 WASHINGTON ST
DENVER CO 80229-6302

CURRENT RESIDENT
901 E 71ST AVE
DENVER CO 80229-6807

CURRENT RESIDENT
7346 WASHINGTON ST
DENVER CO 80229-6302

CURRENT RESIDENT
999 E 71ST AVE
DENVER CO 80229-6807

CURRENT RESIDENT
7348 WASHINGTON ST
DENVER CO 80229-6302

CURRENT RESIDENT
1041 E 71ST AVE
DENVER CO 80229-6809

CURRENT RESIDENT
7352 WASHINGTON ST
DENVER CO 80229-6302

CURRENT RESIDENT
1020 E 71ST AVE
DENVER CO 80229-6810

CURRENT RESIDENT
7354 WASHINGTON ST
DENVER CO 80229-6302

CURRENT RESIDENT
821 E 73RD AVE
DENVER CO 80229-6815

CURRENT RESIDENT
7420 WASHINGTON ST
DENVER CO 80229-6304

CURRENT RESIDENT
825 E 73RD AVE
DENVER CO 80229-6815

CURRENT RESIDENT
7154 WASHINGTON ST
DENVER CO 80229-6706

CURRENT RESIDENT
831 E 73RD AVE
DENVER CO 80229-6815

CURRENT RESIDENT
835 E 73RD AVE
DENVER CO 80229-6815

CURRENT RESIDENT
881 E 73RD AVE
DENVER CO 80229-6815

CURRENT RESIDENT
841 E 73RD AVE
DENVER CO 80229-6815

CURRENT RESIDENT
901 E 73RD AVE
DENVER CO 80229-6816

CURRENT RESIDENT
845 E 73RD AVE
DENVER CO 80229-6815

CURRENT RESIDENT
983 E 73RD AVE
DENVER CO 80229-6816

CURRENT RESIDENT
851 E 73RD AVE
DENVER CO 80229-6815

CURRENT RESIDENT
950 E 73RD AVE
DENVER CO 80229-6817

CURRENT RESIDENT
853 E 73RD AVE
DENVER CO 80229-6815

CURRENT RESIDENT
1051 E 73RD AVE
DENVER CO 80229-6818

CURRENT RESIDENT
855 E 73RD AVE
DENVER CO 80229-6815

CURRENT RESIDENT
1210 E 73RD AVE
DENVER CO 80229-6821

CURRENT RESIDENT
859 E 73RD AVE
DENVER CO 80229-6815

CURRENT RESIDENT
1301 E 73RD AVE
DENVER CO 80229-6822

CURRENT RESIDENT
861 E 73RD AVE
DENVER CO 80229-6815

CURRENT RESIDENT
1327 E 73RD AVE
DENVER CO 80229-6822

CURRENT RESIDENT
863 E 73RD AVE
DENVER CO 80229-6815

CURRENT RESIDENT
1347 E 73RD AVE
DENVER CO 80229-6822

CURRENT RESIDENT
865 E 73RD AVE
DENVER CO 80229-6815

CURRENT RESIDENT
1357 E 73RD AVE
DENVER CO 80229-6822

CURRENT RESIDENT
1367 E 73RD AVE
DENVER CO 80229-6822

CURRENT RESIDENT
800 E 73RD AVE UNIT 16
DENVER CO 80229-6855

CURRENT RESIDENT
7141 LAFAYETTE ST
DENVER CO 80229-6824

CURRENT RESIDENT
800 E 73RD AVE UNIT 17
DENVER CO 80229-6855

CURRENT RESIDENT
7220 LAFAYETTE ST
DENVER CO 80229-6827

CURRENT RESIDENT
800 E 73RD AVE UNIT 18
DENVER CO 80229-6855

CURRENT RESIDENT
800 E 73RD AVE UNIT 1
DENVER CO 80229-6855

CURRENT RESIDENT
800 E 73RD AVE UNIT 19
DENVER CO 80229-6855

CURRENT RESIDENT
800 E 73RD AVE UNIT 10
DENVER CO 80229-6855

CURRENT RESIDENT
800 E 73RD AVE UNIT 2
DENVER CO 80229-6855

CURRENT RESIDENT
800 E 73RD AVE UNIT 11
DENVER CO 80229-6855

CURRENT RESIDENT
800 E 73RD AVE UNIT 20
DENVER CO 80229-6855

CURRENT RESIDENT
800 E 73RD AVE UNIT 12
DENVER CO 80229-6855

CURRENT RESIDENT
800 E 73RD AVE UNIT 21
DENVER CO 80229-6855

CURRENT RESIDENT
800 E 73RD AVE UNIT 13
DENVER CO 80229-6855

CURRENT RESIDENT
800 E 73RD AVE UNIT 25
DENVER CO 80229-6855

CURRENT RESIDENT
800 E 73RD AVE UNIT 14
DENVER CO 80229-6855

CURRENT RESIDENT
800 E 73RD AVE UNIT 3
DENVER CO 80229-6855

CURRENT RESIDENT
800 E 73RD AVE UNIT 15
DENVER CO 80229-6855

CURRENT RESIDENT
800 E 73RD AVE UNIT 4
DENVER CO 80229-6855

CURRENT RESIDENT
800 E 73RD AVE UNIT 5
DENVER CO 80229-6855

CURRENT RESIDENT
850 E 73RD AVE UNIT 4
DENVER CO 80229-6856

CURRENT RESIDENT
800 E 73RD AVE UNIT 6
DENVER CO 80229-6855

CURRENT RESIDENT
850 E 73RD AVE UNIT 5
DENVER CO 80229-6856

CURRENT RESIDENT
800 E 73RD AVE UNIT 7
DENVER CO 80229-6855

CURRENT RESIDENT
850 E 73RD AVE UNIT 6
DENVER CO 80229-6856

CURRENT RESIDENT
800 E 73RD AVE UNIT 8
DENVER CO 80229-6855

CURRENT RESIDENT
850 E 73RD AVE UNIT 7
DENVER CO 80229-6856

CURRENT RESIDENT
800 E 73RD AVE UNIT 9
DENVER CO 80229-6855

CURRENT RESIDENT
850 E 73RD AVE UNIT 8
DENVER CO 80229-6856

CURRENT RESIDENT
850 E 73RD AVE UNIT 1
DENVER CO 80229-6856

CURRENT RESIDENT
850 E 73RD AVE UNIT 9
DENVER CO 80229-6856

CURRENT RESIDENT
850 E 73RD AVE UNIT 10
DENVER CO 80229-6856

CURRENT RESIDENT
850 E 73RD AVE UNIT 11
DENVER CO 80229-6862

CURRENT RESIDENT
850 E 73RD AVE UNIT 12
DENVER CO 80229-6856

CURRENT RESIDENT
1581 E 73RD AVE
DENVER CO 80229-6903

CURRENT RESIDENT
850 E 73RD AVE UNIT 2
DENVER CO 80229-6856

CURRENT RESIDENT
850 E 73RD AVE UNIT 3
DENVER CO 80229-6856

CERTIFICATE OF POSTING



I, Layla Bajelan, do hereby certify that I had the property posted at

1210 E. 73rd Avenue

on October 25, 2019

In accordance with the requirements of the Adams County Zoning Regulations

Layla Bajelan

Red Central Industrial Subdivision, Filing No. 2 PLT2019-00015

1210 E. 73rd Avenue

December 10, 2019

Board of County Commissioners

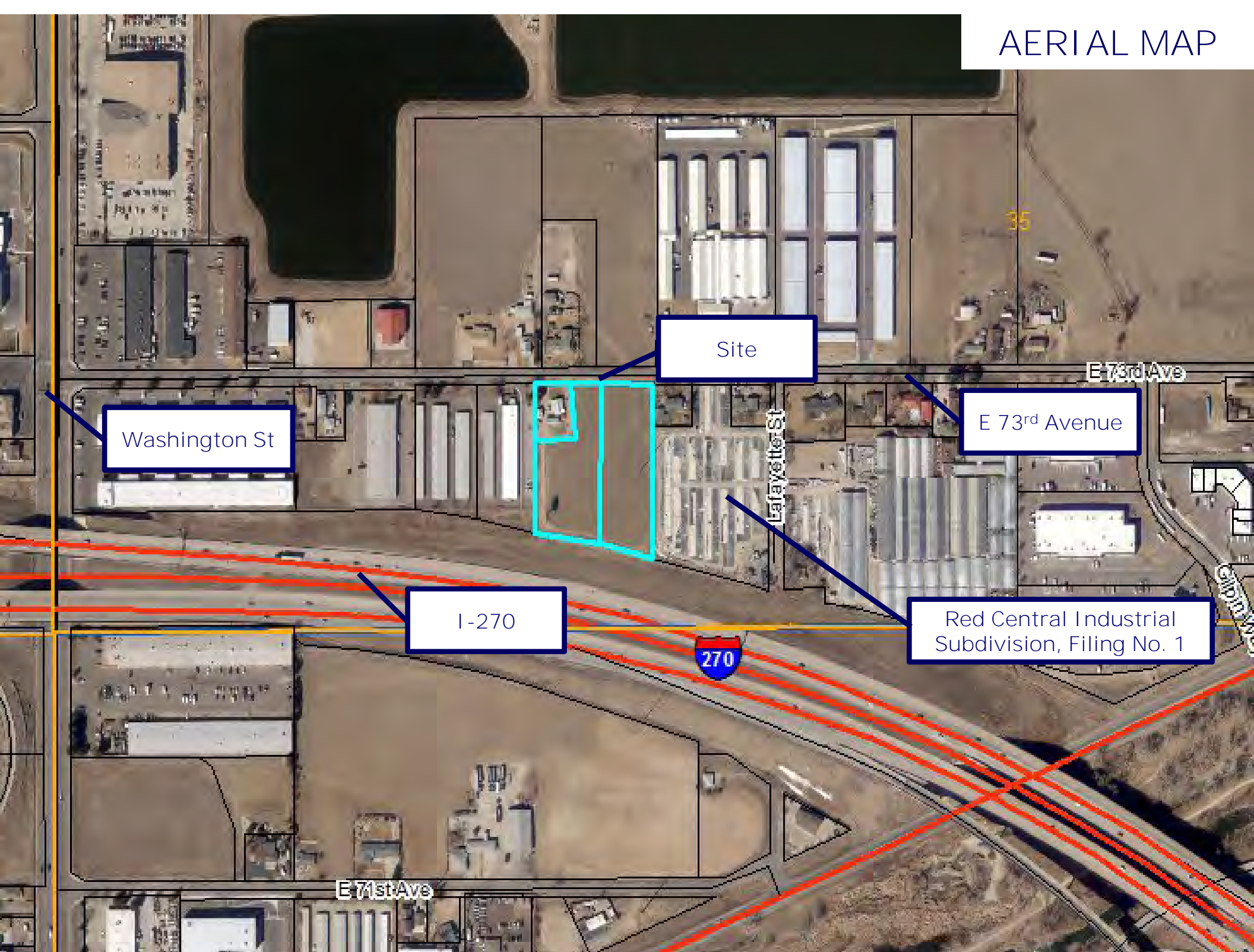
Community and Economic Development

Case Manager: Layla Bajelan

Request

- Minor Subdivision (final plat) to combine three existing parcels into one, 2.96-acre parcel.

AERIAL MAP



Site

Washington St

E 73rd Ave

E 73rd Avenue

Lafayette St

I-270

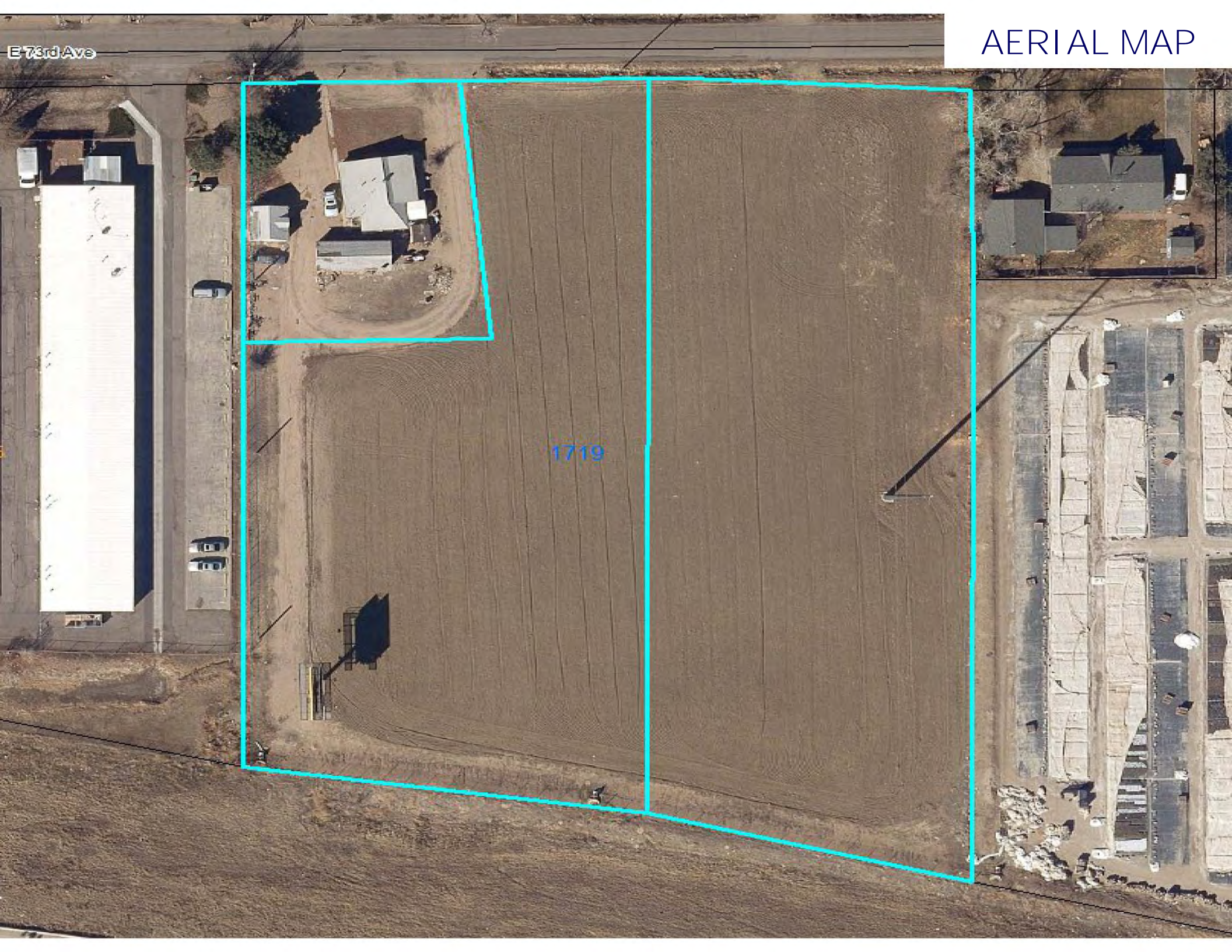
Red Central Industrial
Subdivision, Filing No. 1

E 71st Ave



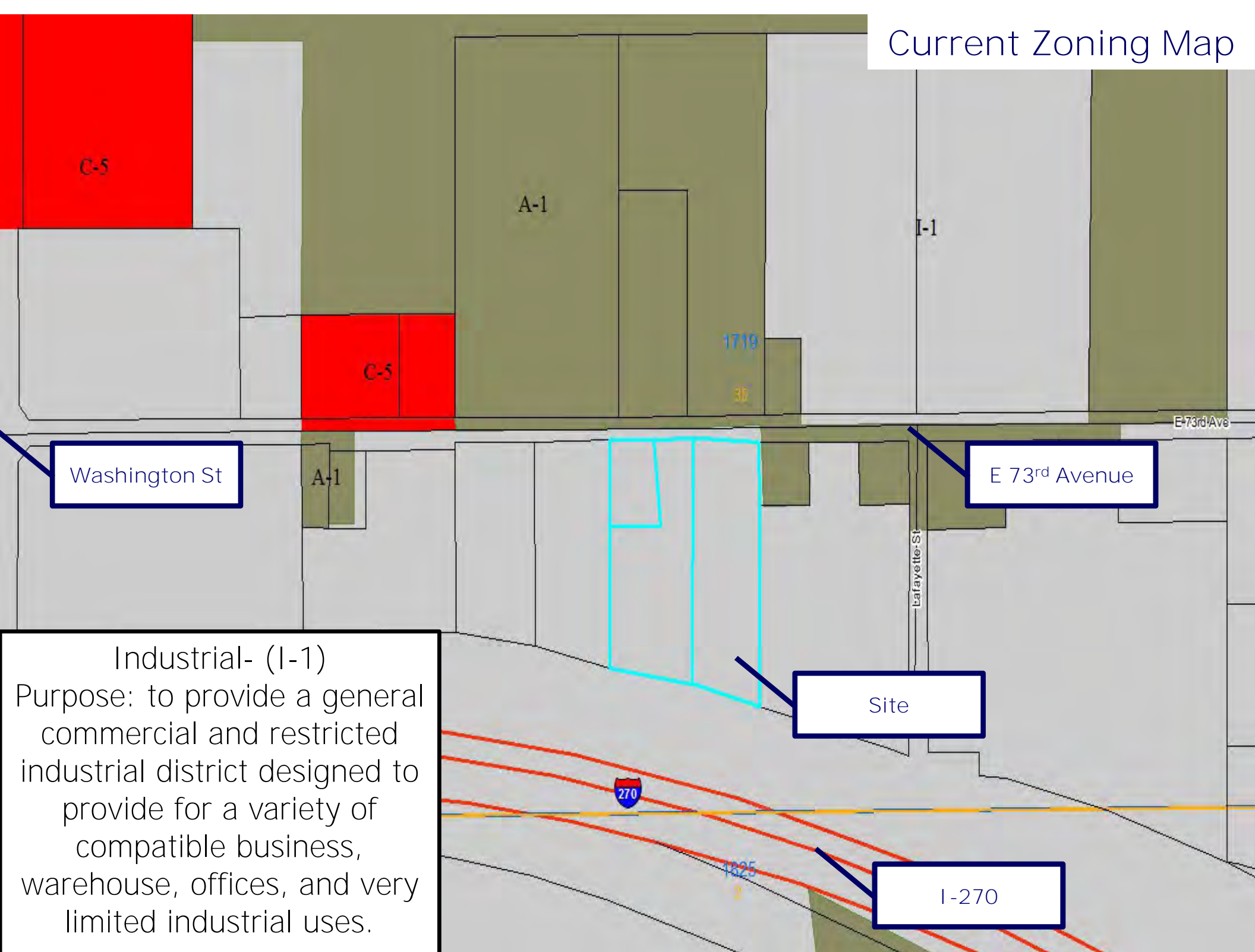
E 73rd Ave

AERIAL MAP



1719

Current Zoning Map



Future Land Use Map

Mixed Use Employment

Mixed Use Employment

1719
35

E-73rd Ave

E. 73rd Avenue

Washington
St.

Site

Lafayette St

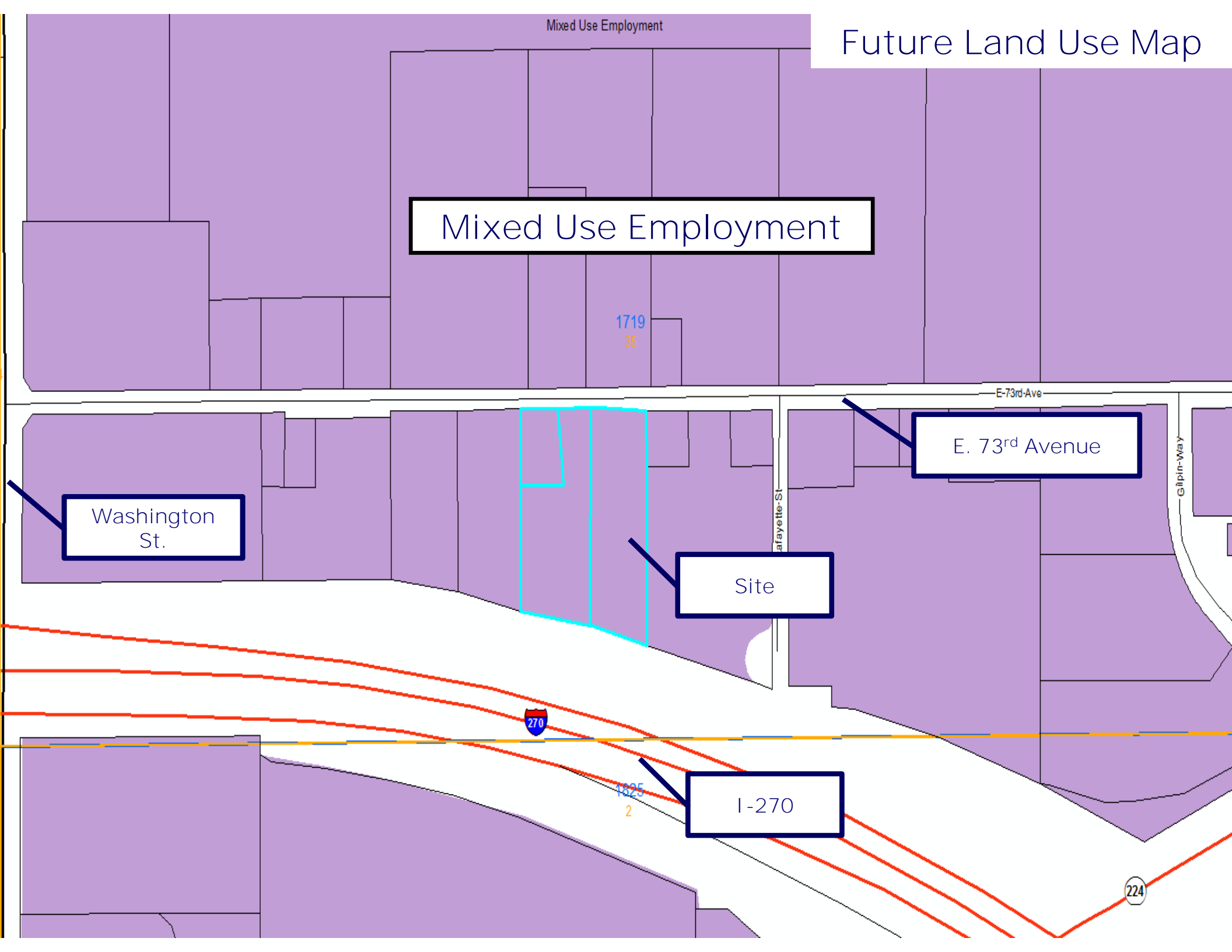
Gilpin Way

270

I-270

1825
2

224



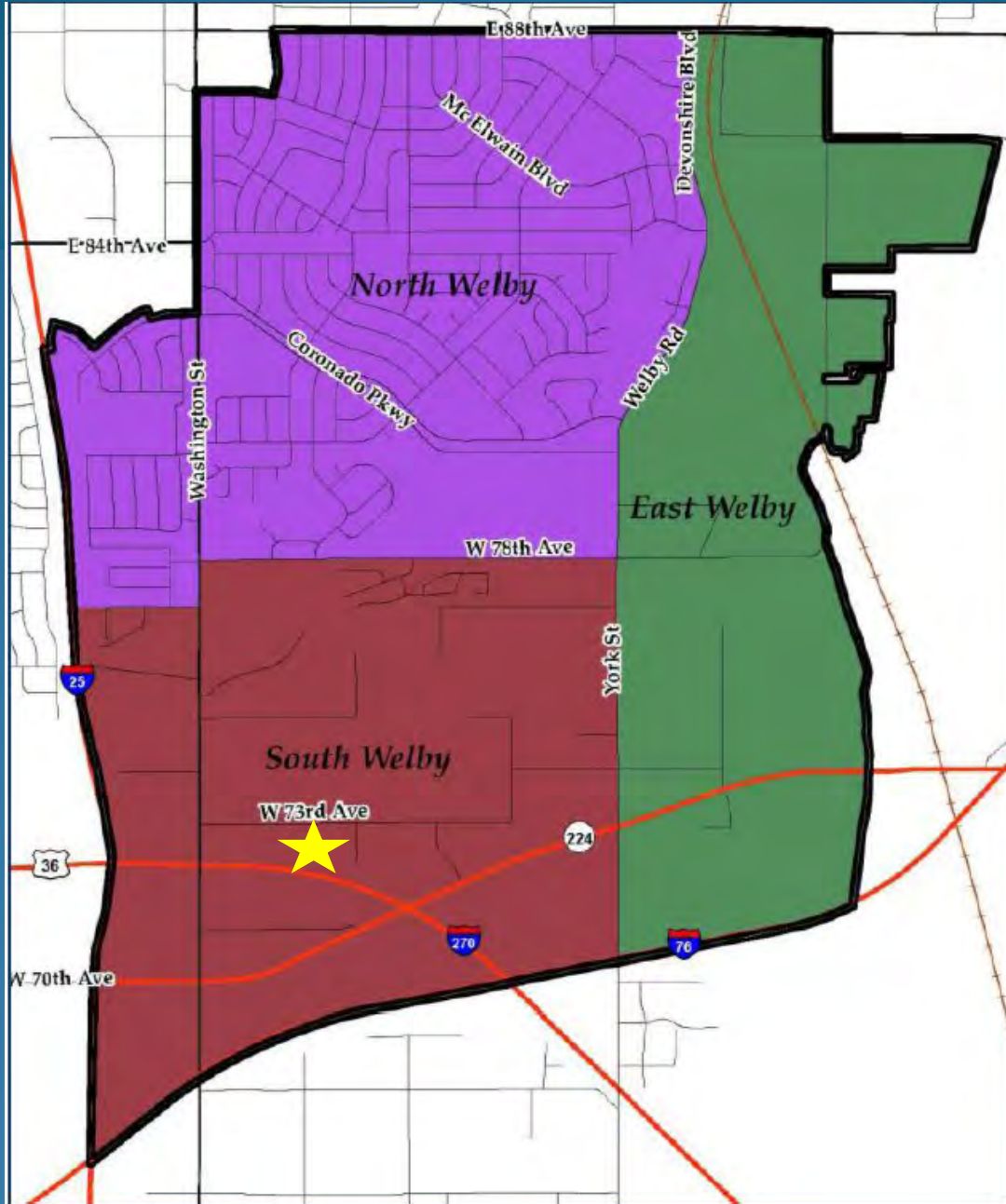
Mixed Use Employment

Purpose: accommodate a range of employment uses with a mix of supporting uses to serve employment needs

- Locations that have adequate transportation access and visibility but are not suitable for residential development.

Offices, light manufacturing, distribution, indoor warehousing, clean industry, and supporting retail businesses.

Welby Subarea Plan



South Welby

- Goals: include developing a strong business community
 - Creating a hub for future employment
 - Developing better street connections
 - Diversify the local economy

Criteria for Minor Subdivision

Section 2-02-18-03-05

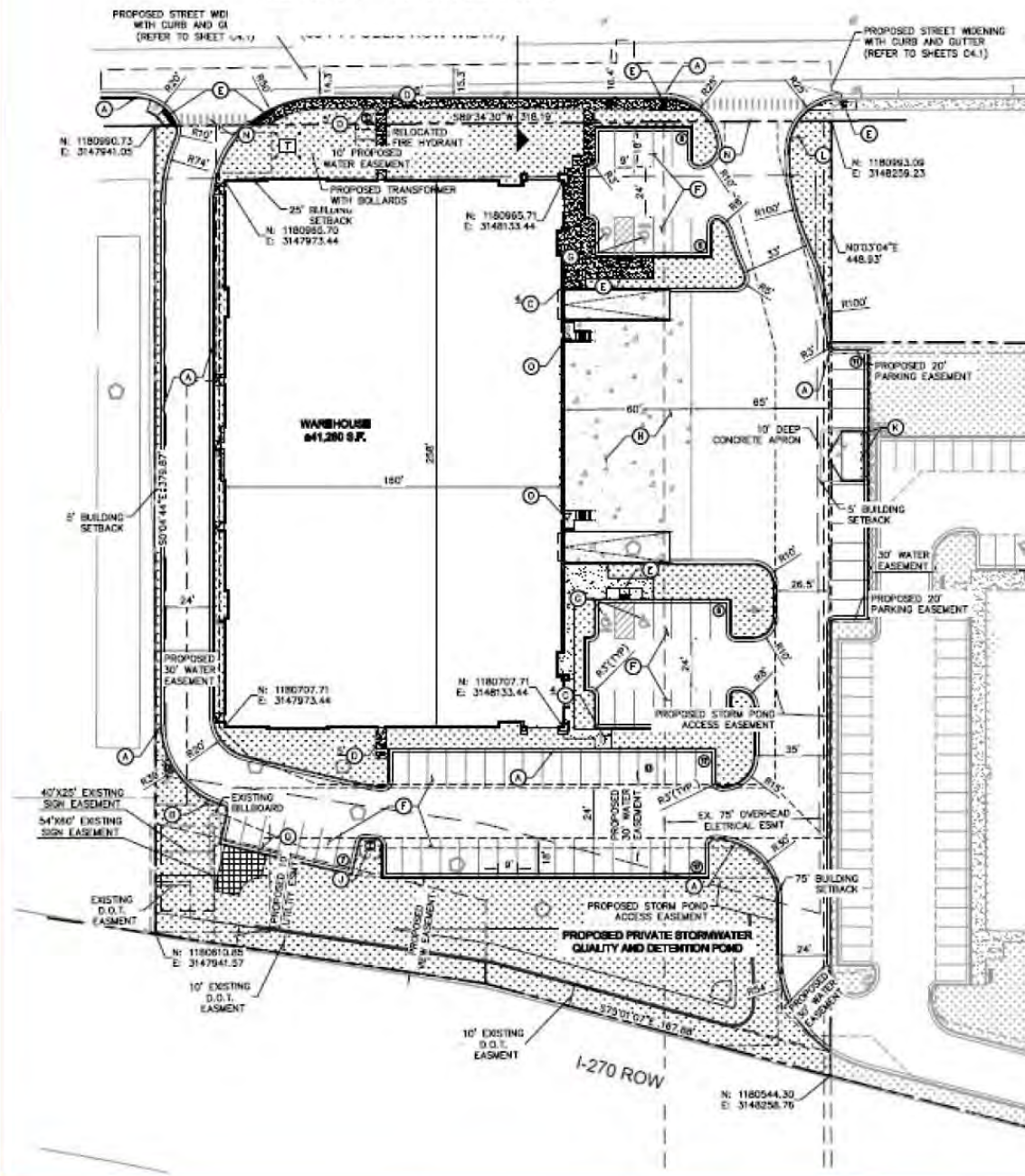
- Conforms with subdivision design standards
- Adequate water supply
- Adequate sewer service
- Any soil or topographical conditions have been identified
- Adequate drainage infrastructure
- Public infrastructure (curb, gutter, sidewalk)
- Consistent with Comprehensive Plan
- Consistent with development standards
- Compatible with surrounding area

A PART OF BLOCK 15, NORTH SIDE GARDENS, LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 88 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO

SECRET 2 OF 2



E 73rd Avenue



North on Broadway St.











Referral Comments

Notifications Sent*	# Comments Received
118	0

*Property owners and occupants within 1,000 ft.

No major concerns identified

Responding without Concern: TCHD, CDOT, XCEL

Referral Agencies:

CDOT, DWR, CO. Geological Survey, TCHD, Xcel, Century Link, CO. Division of Wildlife, Comcast, Mapleton School District #1, Metro Wastewater Reclamation, North Washington Water and Sanitation District, RTD, USPS, Welby Citizen Group

Planning Commission Update

Planning Commission Hearing: November 14, 2019:

- Planning Commission recommended approval (7-0)
- No members of the Public testified
- No major concerns identified

Recommendation

Staff has determined the following request is consistent with the Criteria for a Minor Subdivision Final Plat, is consistent with the future land use designation, and complies with the applicable subarea plans.

Staff recommends approval of the proposed Minor Subdivision Final Plat (PLT2019-00015) and SIA (SIA2019-00018) with 11 Findings-of-Fact, two conditions and one note to the applicant.

Recommended Findings-of-Fact

1. The final plat is consistent and conforms to the approved sketch plan.
2. The final plat is in conformance with the subdivision design standards.
3. 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.
4. The applicant has provided evidence that provision has been made for a public sewage disposal system and, if other methods of sewage disposal are proposed, adequate evidence indicating that the system complies with state and local laws and regulations.
5. 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.
6. The proposed or constructed drainage improvements are adequate and comply with these standards and regulations.
7. 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.
8. The final plat is consistent with the Adams County Comprehensive Plan and any available area plan.
9. The final plat is consistent with the purposes of these standards and regulations.

Recommended Findings-of-Fact

10. The overall density of development within the proposed subdivision conforms to the zone district density allowances.
11. The proposed subdivision 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. The proposed subdivision has established an adequate level of compatibility by:
 - a) Incorporating natural physical features into the development design and providing sufficient open spaces considering the type and intensity of use;
 - b) Incorporating site planning techniques to foster the implementation of the County's plans and encourage a land use pattern to support a balanced transportation system, including auto, bike and pedestrian traffic, public or mass transit, and the cost-effective delivery of other services consistent with adopted plans, policies and regulations of the County;
 - c) Incorporating physical design features in the subdivision to provide a transition between the project and adjacent land uses through the provision of an attractive entryway, edges along public streets, architectural design, and appropriate height and bulk restrictions on structures; and
 - d) Incorporating identified environmentally sensitive areas, including but not limited to, wetlands and wildlife corridors, into the project design.

Recommended Conditions

1. No Certificate of Occupancy (C/O) will be issued on any buildings until all drainage and utility easements have been executed and a copy has been delivered to County staff for verification.
2. Applicant must obtain all necessary permits from the Colorado Department of Transportation (CDOT) prior to the commencement of any work within the I-270 Right-of-Way.

Recommended Note to the Applicant

1. All applicable building, zoning, health, engineering, and fire codes shall be adhered to with this request.



**COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT**

**CASE NAME: FABRIZIO ACRES BUSINESS PARK
CASE NO.: RCU2019-00048**

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- 2.2 Zoning Map
- 2.3 Future Land Use Map

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- 3.2 Applicant Conceptual Site Plan

EXHIBIT 4- Referral Comments

- 4.1 Adams County
- 4.2 Colorado Department of Transportation (CDOT)
- 4.3 Tri-County Health Department (TCHD)
- 4.4 Xcel Energy

EXHIBIT 5- Public Comments

- 5.1 Childs-Meador
- 5.2 Younger
- 5.3 Disher

EXHIBIT 6- Associated Case Materials

- 6.1 Request for Comments
- 6.2 Public Hearing Notice
- 6.3 Newspaper Publication
- 6.4 Referral Agency Labels
- 6.5 Property Owner Labels
- 6.6 Neighborhood Meeting Summary
- 6.7 Certificate of Posting



**COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT
STAFF REPORT**

Board of County Commissioners

December 10, 2019

CASE No.: RCU2019-00048	CASE NAME: Fabrizio Acres Business Park
Owner's Name:	Efren R. & Veronica Muñoz
Applicant's Name:	Efren R. & Veronica Muñoz
Applicant's Address:	6870 Columbine Street, Denver, CO 80229
Location of Request:	6870 Columbine Street and 2521 E. 68 th Place
Parcel #:	0182501201009
Nature of Request:	Rezone from Agricultural-1 (A-1) to Industrial-1 (I-1)
Future Land Use:	Industrial
Site Size:	1.8 acres
Proposed Uses:	Industrial
Existing Use:	Single-Family Residential
Hearing Date(s):	PC: November 14, 2019/ 6:00 pm BOCC: December 10, 2019/ 9:30 am
Report Date:	November 15, 2019
Case Manager:	Greg Barnes
PC & Staff Recommendations:	APPROVAL with 4 Findings-of-Fact and 1 note

SUMMARY OF APPLICATION

Background:

The applicants, Efren & Veronica Muñoz, are requesting to rezone the subject property from Agricultural-1 (A-1) to Industrial-1 (I-1). The site is currently developed with two single-family residential dwellings. If the subject rezoning is approved, the applicants intend to raze the existing dwellings and develop the parcel with a multi-tenant business park. The future development of a business park will be subject to permit approval by County staff. The development will be reviewed for compliance with parking, lighting, architectural, landscaping, traffic, and other performance standards.

Development Standards and Regulations:

Section 2-02-13-06-02 of the County's Development Standards and Regulations outlines the approval criteria for rezoning a property. These include compliance with the requirements and purpose of the Development Standards and Regulations, consistency with the Comprehensive Plan, and compatibility with the surrounding area.

The subject property is designated A-1 on the County's zoning map. Per Section 3-08-01 of the County's Development Standards and Regulations, the purpose of the A-1 designation is to provide a rural single-family dwelling district that provides for a rural experience. Per Section 3-24-01 of the County's Development Standards and Regulations, the purpose of the I-1 designation is to provide a general commercial and industrial zone district for limited industrial uses and a variety of warehousing and wholesale uses. Uses permitted in the I-1 district include business parks, offices, and commercial uses. Many of the uses permitted within the I-1 zone district are currently being evaluated by Adams County through code amendments to ensure that the purpose of the zone district is being met. These proposed code amendments are expected to have public hearing dates that run concurrently with the subject rezoning application.

Per Section 3-24-07 of the County's Development Standards and Regulations, the minimum lot size for properties in the I-1 zone district is one acre and the minimum lot width is one hundred (100) feet. The subject property has a land area of 1.8 acres and a lot width exceeding four-hundred fifty (450) feet. Therefore, the rezone request is consistent with the Development Standards and Regulations by conforming to the dimensional requirements for the I-1 district.

Standards for setbacks and structure dimensions within the I-1 zone district are described in Section 3-24-07-03 of the County's Development Standards and Regulations. The subject property is subject to minimum front setbacks along the northern, western, and southern property lines because the parcel has street frontage along three public streets. As part of the A-1 zone district, the lot currently has a minimum front setback of thirty (30) feet; however, the I-1 zone district will allow for a minimum front setback of twenty-five (25) feet. The eastern property line of the subject property is considered a rear lot line. The minimum rear setback in the A-1 zone district is twenty (20) feet; however, in the I-1 zone district, the minimum rear setback is fifteen (15) feet. The proposed rezoning may also impact the maximum height of structures on the property. The A-1 zone district allows for a maximum height of thirty-five (35) feet for non-agricultural structures and seventy (70) feet for agricultural structures. In the I-1 zone district, the maximum height of structures is sixty (60) feet.

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 Industrial future land use designation can be compatible with I-1, Industrial-2 (I-2), or Industrial-3 (I-3) zoning. The proposed business park could serve as an employment center. Business parks are an allowed use in the I-1 zone district. The request to rezone the property to I-1 conforms to the goals of the future land use designation. The current zoning of the property as A-1 is inconsistent with the adopted Comprehensive Plan and its future land use designation of Industrial.

The 2005 Southwest Adams County Framework Plan provides an outline for future planning and redevelopment efforts in southwest Adams County. It is intended to serve as a guiding document throughout the many years it would take to complete the neighborhood plans, corridor plans, and other redevelopment efforts needed to improve southwestern Adams County. The subject property is located within the North Washington Industrial subarea of the Southwest Framework Plan, and a subarea plan has not been developed for the area. The Southwest Area Plan

encourages development and redevelopment of clean industry on lands planned for industrial use. The proposed I-1 zone district can allow for cleaner industrial uses, and the potential for a business park could advance the future land use plan without disrupting the remaining single-family residential uses in the area.

Site Characteristics:

The site borders three local streets: East 69th Way to the north, Columbine Street to the west, and East 68th Place to the south. Both East 69th Way and East 68th Place intersect with York Street, which is a minor arterial roadway. Currently, the site is developed with two single-family residential dwellings. Access to the site is currently taken from both Columbine Street and East 68th Place. The subject property has a relatively flat topography. Although the subject property does not have environmental constraints, the site is within 1,000 feet of a historic landfill. A flammable gas investigation must be conducted prior to development to determine if flammable gas (methane) is present in the subsurface soils at the property. The plan for the investigation shall be reviewed and approved by Adams County, CDPHE, and the Tri-County Health Department.

Surrounding Zoning Designations and Existing Use Activity:

<u>Northwest</u> Commercial-5 (C-5) Vacant	<u>North</u> I-1 Vehicle Storage & Parking	<u>Northeast</u> I-1 Vehicle Storage & Parking
<u>West</u> A-1, I-2 Industrial, Residential, & Commercial	<u>Subject Property</u> A-1 Single-Family Residential	<u>East</u> A-1 Single-Family Residential
<u>Southwest</u> A-1 Vacant	<u>South</u> A-1 Single-Family Residential	<u>Southeast</u> A-1 Single-Family Residential

Compatibility with the Surrounding Area:

The surrounding area includes a mix of single-family residential and industrial properties. The surrounding properties are within unincorporated Adams County and include a mix of A-1, C-5, I-1, and I-2 zoned properties. Many of the surrounding properties to the east and south are developed with single-family residential homes. The areas to the west and north of the site are mostly developed with industrial uses. The variety of zone districts in the area will allow for a mix of structure types, sizes, and heights. Although the proposed rezoning will allow for sixty (60) foot tall structures, the presence of I-2 and A-1 zoning in the area allow for maximum heights of seventy-five (75) and seventy (70) feet, respectively.

PLANNING COMMISSION UPDATE

The Planning Commission (PC) considered this case on November 14, 2019 and voted (7-0) to recommend approval of the request. Mr. Aaron Thompson spoke on behalf of the applicant and had no concerns with the staff report or presentation. He stated that the applicant intends to construct the proposed structure to be two stories tall. Ms. Christine Childs, of 2510 East 68th Place, spoke during the public hearing. She expressed that she enjoys the mix of industrial and residential uses in the area and hopes that any new development will be compatible.

Staff Recommendation:

Based upon the application, the criteria for approval for a rezoning, and a recent site visit, staff recommends approval of this request with 4 findings-of-fact 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.

RECOMMENDED NOTE

1. Adams County will require building permit approval to establish the new uses. These reviews shall include, but are not limited to, landscaping, site design, parking, building safety, traffic, and drainage.

PUBLIC COMMENTS

Notifications Sent	Comments Received
69	3

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 responses from those notified. Both letters identified concern with the potential for incompatibility of industrial design with the single-family residential uses in area. Setbacks and building heights were noted in both letters, as areas of concern.

Responding with Concerns:

None

Responding without Concerns:

CDOT

Tri-County Health Department

Xcel Energy

Notified but not Responding / Considered a Favorable Response:

Adams County Fire District

Adams County Sheriff

Century Link

CDPHE

Colorado Division of Parks & Wildlife

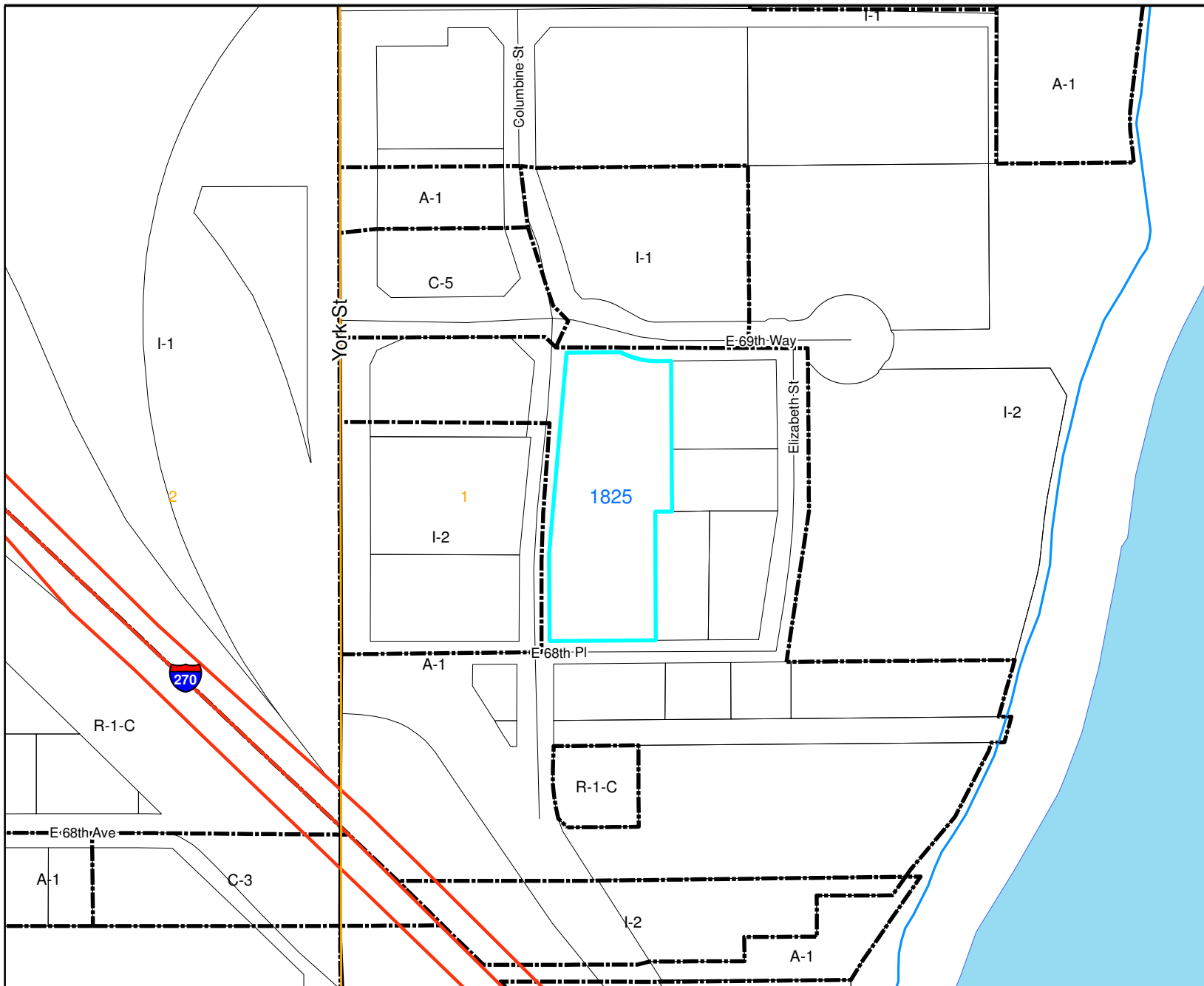
Comcast

Mapleton School District #1

Metro Wastewater Reclamation District

North Washington Water & Sanitation District

RTD



Legend

- +— Railroad
- Major Water
- - - Zoning Line
- ▭ Sections

Fabrizio Acres Business Park

RCU2019-00048



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ADAMS COUNTY
COLORADO

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responsibility for its accuracy



Legend

- +— Railroad
- Major Water
- - - Zoning Line
- ▭ Sections

Fabrizio Acres Business Park

RCU2019-00048

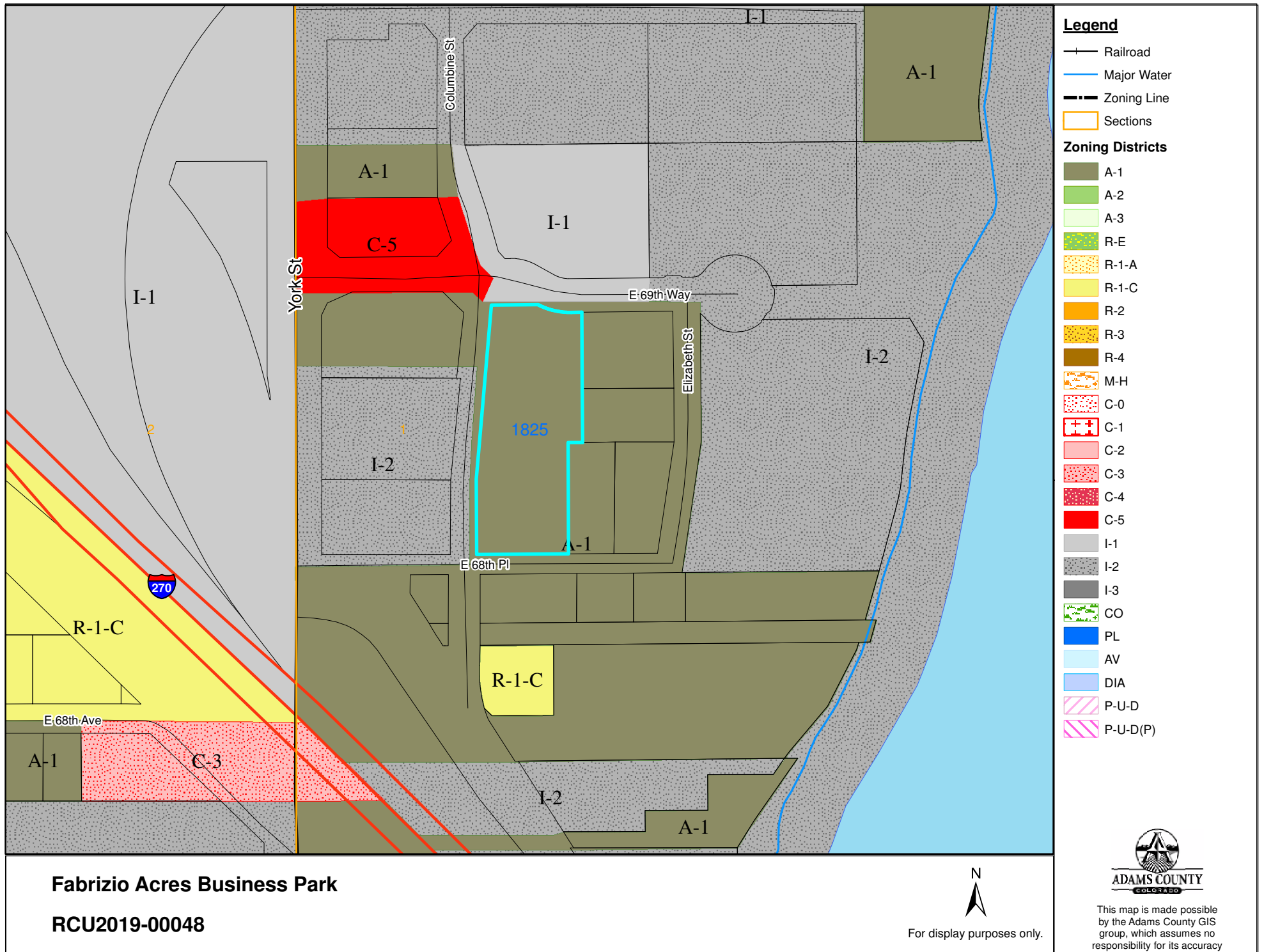


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ADAMS COUNTY
COLORADO

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Fabrizio Acres Business Park
RCU2019-00048

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Legend

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Fabrizio Acres Business Park

RCU2019-00048

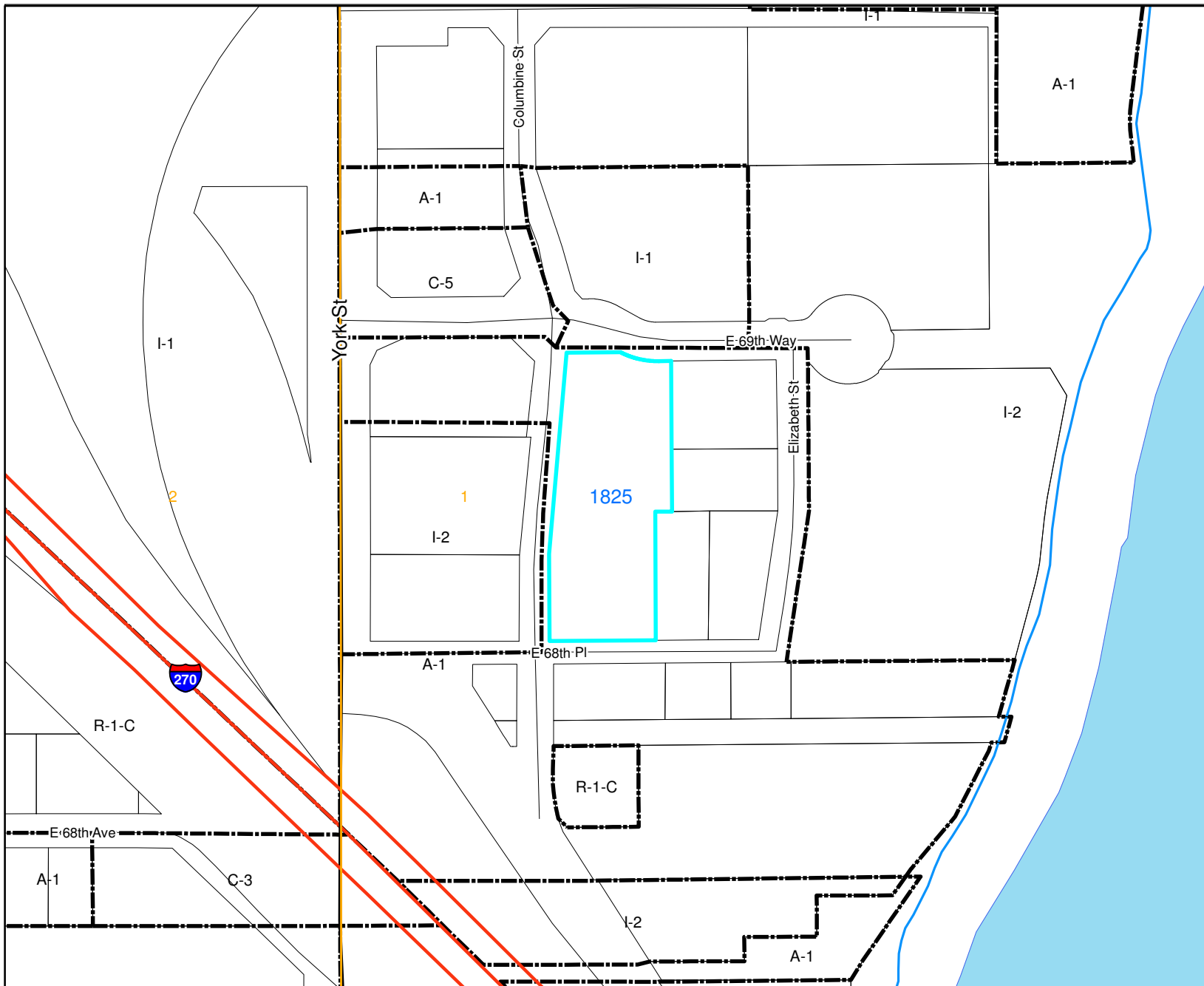


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Fabrizio Acres Business Park

RCU2019-00048



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Property Consultants, llc

CHECKLIST ITEM NO. 3

August 21, 2019

Adams County
Community & Economic Development Department
4430 South Adams County Parkway
1st Floor, Suite W2000B
Brighton, CO 80601-8218

**Re: Fabrizio Acres Rezoning
Project Description**

Fabrizio Acres (the "Property") is a 1.6843 Acre site located at the southeast corner of E. 69th Ave. and Columbine St., recently assembled in the Plat Correction for Fabrizio Acres (Rec. #).

This application is to rezone the Property from its current status of Agricultural "A-1" to Light Industrial "I-1". At this time, the intended uses for the property at this time are Business Park, Warehouse and Accessory Outdoor Storage; however, the owner reserves the right to apply for other permitted Light Industrial uses to the property via the Change-In-Use permit property should a different use be desired. I-1 zoning is consistent with the Comprehensive Plan designation as Industrial for the area.

The Property exceeds the minimum requirements for one (1) acre in size and one hundred (100) feet in width. Building height will be below the 60' maximum for the I-1 Zone District.

Improvements to the site include a new building, landscaping, parking and drive aisles and an onsite detention/water quality facility. Conceptually, access is proposed to be from Columbine St. as shown on the Concept Site Plan.

The existing building at 2521 E. 68th Pl. on the south side of the Property adjacent to E. 68th Place will remain for use as an office.

The Property will be developed all at once, no phasing is proposed.

A Plat Correction was recently approved for the Property, a copy of which is enclosed with the application materials.

Also enclosed with this letter are a Concept Site Plan depicting the proposed uses for the Property as mentioned above and the required documents per the application checklist.

If you should have any questions, or need any additional information, please don't hesitate to call me at 303-317-300 or email me at Aaron@aperiopc.com .

Sincerely,

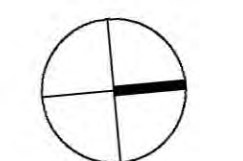
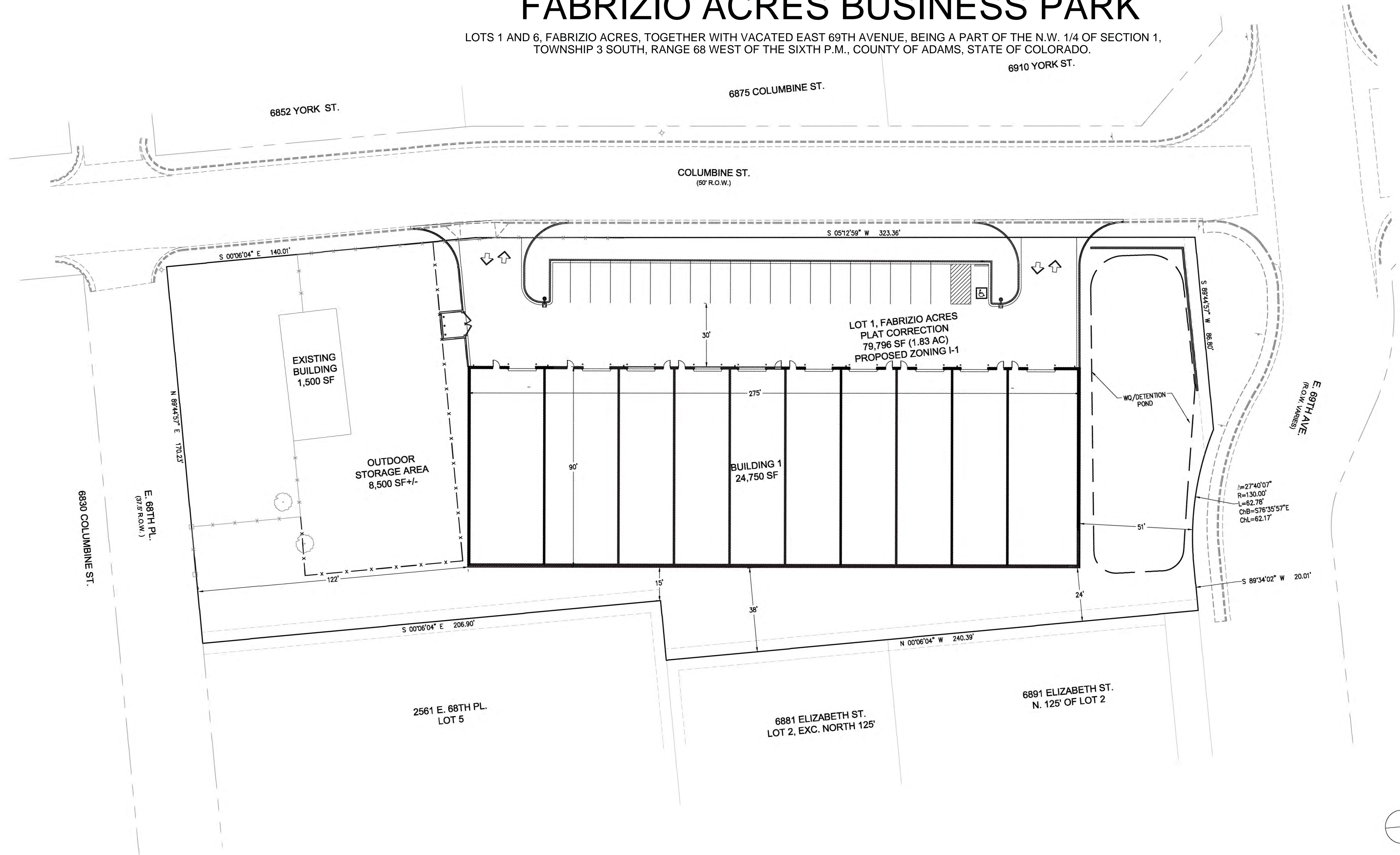
A handwritten signature in blue ink, appearing to be 'A. Thompson', with a long horizontal flourish extending to the right.

Aaron Thompson

Cc: Rene and Veronica Munoz
Greg Kelly, Kelly Development Services

CONCEPT SITE PLAN FOR FABRIZIO ACRES BUSINESS PARK

LOTS 1 AND 6, FABRIZIO ACRES, TOGETHER WITH VACATED EAST 69TH AVENUE, BEING A PART OF THE N.W. 1/4 OF SECTION 1,
TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH P.M., COUNTY OF ADAMS, STATE OF COLORADO.



NORTH
GRAPHIC SCALE
0 10 20
1 INCH = 20 FEET

CONCEPT
SITE PLAN
08-07-19



Development Review Team Comments

Date: 10/16/2019

Project Number: RCU2019-00048

Project Name: Fabrizio Acres Business Park

Commenting Division: Planner Review

Name of Reviewer: Greg Barnes

Date: 10/15/2019

Email: gjbarnes@adcogov.org

Complete

PLN01: The request is to rezone the subject property from Agricultural-1 (A-1) to Industrial-1 (I-1). The subject property is approximately 1.8 acres and has over 450 feet of lot width.

PLN02: The Adams County Comprehensive plan has designated a future land use of Industrial for the subject property. The proposal to rezone to I-1 is consistent with the future land use designation.

PLN03: The surrounding area is compatible with industrial zoning. I-2 zoning is located directly across Columbine Street from the subject property.

PLN04: The I-1 zone district requires a minimum lot size of 1 acre and minimum lot width of 100 feet. The subject property conforms to these standards.

Commenting Division: Development Engineering Review

Name of Reviewer: Greg Labrie

Date: 10/07/2019

Email: glabrie@adcogov.org

Complete

ENG1: Flood Insurance Rate Map – FIRM Panel # (08001C0604H), Federal Emergency Management Agency, January 20, 2016. According to the above reference, the project site is NOT located within a delineated 100-year flood hazard zone; A floodplain use permit will not be required.

ENG2: The project site is not located in a NRCO district. An environmental assessment is not required.

ENG3; The project site is within the County's MS4 Stormwater Permit area. The applicant shall be responsible to ensure compliance with all Federal, State, and Local water quality construction requirements. In the event that the disturbed area of the site exceeds 1 acre the applicant shall be responsible to prepare the SWMP plan using the Adams County ESC Template, and obtain both a County SWQ Permit and State Permit COR-030000.

ENG4: A trip generation analysis and a preliminary drainage letter will be required to be completed and submitted for review and approval during the rezoning process. The preliminary drainage analysis shall include the use of Adams County engineering standards for the full build out of the site to provide if required a rough estimate of the size and location of the proposed drainage facilities for the site. The analysis shall also include the proposed location of the outfall and identify any stormwater challenges that must be resolved before final construction plans are submitted.

ENG5; The developer will be required to construct roadway improvements adjacent to the site along Columbine Street and 68th Place . Roadway improvements will consist of curb, gutter and sidewalk adjacent to the site and also any required roadway improvements as determined by the Traffic Impact Study.

ENG6:If off- site fill material is required to support the grading plan, the applicant is required to obtain a special use permit from Adams County One Stop Permit Center for the offsite fill material.The fill source and quantity are required to be indicated on the drawings and it shall include the source and quantity of selected off-site material.

Commenting Division: ROW Review

Name of Reviewer: Marissa Hillje

Date: 09/25/2019

Email: mhillje@adcogov.org

Complete

ROW1: PLT2018-00034 (lot line vacation) was approved and recorded. (REC#2018000092473).

ROW2: E 68th Place is classified as a local which requires 30 ft for the ½ street. Currently, there is 18.8ft of right-of-way for the ½ street. If there is a rational nexus to acquire additional right of way it needs to be equal to the impact of the development. This can be determined by a traffic impact study and/or public improvement requirements for the development.

ROW3: Columbine Street is classified as a local which requires 30 ft for the ½ street. Currently, there is 25ft of right-of-way for the ½ street. If there is a rational nexus to acquire additional right of way it needs to be equal to the impact of the development. This can be determined by a traffic impact study and/or public improvement requirements for the development.

Commenting Division: Addressing Review

Name of Reviewer: Marissa Hillje

Date: 09/25/2019

Email: mhillje@adcogov.org

Resubmittal Required

Please verify where the main access point, Columbine or East 68th Place? The address should be off of the main access point.

Commenting Division: CDOT Review

Name of Reviewer: Steve Loeffler

Date: 09/18/2019

Email:

Comment

We have no objections to the rezone. This appears to be off system.

Commenting Division: Planner Review

Name of Reviewer: Greg Barnes

Date: 09/16/2019

Email: gjbarnes@adcogov.org

External Agencies Selected

Greg Barnes

From: Loeffler - CDOT, Steven <steven.loeffler@state.co.us>
Sent: Monday, October 07, 2019 10:14 AM
To: Greg Barnes
Subject: RCU2019-00048, Fabrizio Acres Business Park

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

Greg,

I have reviewed the referral requesting a rezone to Industrial 1 from Agricultural 1 on property located at 2521 East 68th Place and have no objections. This will have negligible impact to any State Highway in the area.

Thank you for the opportunity to review this referral.

Steve Loeffler
Permits Unit- Region 1



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



September 26, 2019

Greg Barnes
Adams County Community and Economic Development
4430 South Adams County Parkway, Suite W2000A
Brighton, CO 80601

RE: Fabrizio Acres Business Park, RCU2019-00048
TCHD Case No. 5865

Dear Mr. Barnes,

Thank you for the opportunity to review and comment on the Rezoning to Industrial-1 from Agricultural-1 on approximately 1.9 acres located at 2521 E 68th Place. Tri-County Health Department (TCHD) staff has reviewed the application for compliance with applicable environmental and public health regulations and principles of healthy community design. After reviewing the application, TCHD has the following comments.

Historic Landfill

According to TCHD's records, there is a historic landfill located within 1,000 feet of the subject property referenced as Landfill No. AD-043. 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.

Vector Control - Storage

Rodents such as mice and rats carry diseases which can be spread to humans through contact with rodents, rodent feces, urine, or saliva, or through rodent bites. Items stored on the floor, tightly packed, and rarely moved provide potential harborage for rodents. Due to the variety of items to be potentially stored at this site, TCHD recommends that the applicant create a plan for regular pest control. Information on rodent control can be found at <http://www.tchd.org/400/Rodent-Control>

Mosquito Control - Stormwater Facilities

The site plan indicates that a detention pond is proposed. Detention ponds can become sites for mosquito breeding. To reduce the potential for human exposures to West Nile and other mosquito-borne viruses, TCHD recommends that the applicant prepare a mosquito control plan. Elements of the plan should include proper design, construction and regular inspection and maintenance of stormwater quality facilities, and mosquito larvaciding if the insects become a problem. The applicant may submit the mosquito control plan to TCHD for review. More information is available here <http://www.tchd.org/276/Mosquitoes-West-Nile-Virus>. A guidance document is attached.

Fugitive Dust – Building Demolition

Exposure to air pollution is associated with a number of health problems including asthma, lung cancer, and heart disease. The Colorado Department of Public Health and Environment Air Pollution Control Division (APCD) regulates air emissions. The site plan appears to indicate that existing buildings on the site will be demolished. State air quality regulations require that precautions be taken prior to demolition of buildings to evaluate the presence of asbestos fibers that may present a health risk. If asbestos is present, actions must be taken to prevent their release into the environment. State regulations also address control of ozone depleting compounds (chlorofluorocarbons) that may be contained in air conditioning or refrigerating equipment. The applicant shall contact the APCD at (303) 692-3100 for more information. Additional information is available at <http://www.cdphe.state.co.us/ap/asbestos>.

Vector Control – Building Demolition

Rodents such as mice and rats carry diseases which can be spread to humans through contact with rodents, rodent feces, urine, saliva, or through rodent bites. For example, Hantavirus Pulmonary Syndrome (HPS), a rare but potentially lethal viral infection, can be found in the droppings and urine of rodents commonly found in southwestern United States. When buildings are demolished, rodents can spread to surrounding properties and increase the risk of vector exposure to humans. The applicant should plan for vectors and eliminate any known infestations prior to demolition. Information on rodent control can be found at <http://www.tchd.org/400/Rodent-Control>.

Please feel free to contact me at 720-200-1585 or aheinrich@tchd.org if you have any questions.

Sincerely,



Annemarie Heinrich, MPH/MURP
Land Use and Built Environment Specialist

cc: Sheila Lynch, Monte Deatrich, TCHD

**Tri-County Health Department
Guidance for Preparation of
Mosquito Control Plan**

A Mosquito Control Plan should contain the following elements:

1. Designation of a management entity

This is the entity with authority/responsibility for implementing the plan. Typically, this will be a Special District or a Homeowners Association. If this is the case, the applicant shall submit a copy of the organizational Service Plan, by-laws or other legal document providing the authority for mosquito control. If the entity is the developer, this should be noted.

2. Funding mechanism

A method needs to be put in place to finance the program. This could be a commitment for the Service District, HOA or developer to include adequate funds for the activities as part of its annual budgeting process, or a plan by the District or HOA to assess an annual fee on residents in the subject service area, or to fund the program in some other way, per its legal authority as noted in #1.

3. Activities that will be undertaken to prevent mosquito breeding conditions

This section places emphasis on the proper design, construction, operation and maintenance of stormwater facilities to prevent mosquitoes from breeding. In most instances, it is nothing different than is already required by the County and Volume 3 of the Urban Drainage and Flood Control District's (UDFCD) Urban Storm Drainage Criteria Manual for flood control and stormwater quality. The literature on this subject, supported by local field experience, suggests that if stormwater facilities are well-designed, built to specification, and regularly inspected and maintained to meet operating standards, stormwater facilities that are designed to completely drain in 72 hours or less are likely to do so and to prevent mosquito breeding conditions.

The likelihood or extent of mosquito breeding can also be reduced through the proper design, construction and inspection/maintenance of retention ponds or constructed wetlands that are intended to hold permanent water pools.

We have found that at the time of construction of stormwater facilities, there is often little thought given to continuity of maintenance. Requiring the applicant to think through the tasks that need to be accomplished from design through operation, who will be responsible for tasks in each phase, and a schedule for their accomplishment increases the probability that these tasks will be completed.

Ideally, before getting to this point, the applicant will have considered stormwater facility options that do not rely on extended retention or detention of stormwater without flushing over a period of 2-3 days; e.g. grass swales, porous pavements, landscape detention, reducing directly connecting impervious areas to increase infiltration. This would be coordinated through and in compliance with the requirements of the County's Engineering and/or Stormwater sections.

Suggested elements in this section include the following:

- Design review – Qualified personnel review construction plans and conduct field investigation to ensure construction per specifications of UDFCD Volume 3 and County criteria.
- Operation and maintenance activities:
This should identify who will conduct these activities (e.g., staff or contractor), and a schedule or trigger point for doing each task. Again, the UDFCD's Vol. 3 contains minimum operation and maintenance activities. If staff are to be used, this section should note if they will need training and how they will receive it.
- Regular inspections:
Facilities that are found to retain water should be inspected regularly to ensure that no mosquito larvae are present. Facilities should be inspected once a week beginning in April and continuing through September.
- Larvacide program:
Even if inspections do not reveal larvae, a larvaciding program should be established as a preventive measure at the same time that the inspection program begins (generally May) and continue through September. Some mosquitoes lay their eggs in mud, and when rain falls later, they can hatch and present a problem. Larvacide should be applied at the recommended rate and frequency specified by the product manufacturer. Mosquito control products can be found by doing a search on the internet.
Natural control of mosquito larva can be very effective is done properly. Consult the Colorado Department of Wildlife, Fisheries Division, for consultation on proper stocking of ponds with fish that will effectively control mosquito larvae.

For Technical Assistance - Contact Monte Deatrich, Tri-County Health Department's mosquito control specialist, if you have any questions about any elements of the mosquito control program. Mr. Deatrich is in Tri-County's Commerce City office; he can be reached by phone at (303) 439-5902, or by e-mail at mdeatric@tchd.org.

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.



Right of Way & Permits

1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: **303.571.3306**
Facsimile: 303. 571.3284
donna.l.george@xcelenergy.com

October 7, 2019

Adams County Community and Economic Development Department
4430 South Adams County Parkway, 3rd Floor, Suite W3000
Brighton, CO 80601

Attn: Greg Barnes

Re: Fabrizio Acres Business Park Rezone, Case # RCU2019-00048

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the request for the **Fabrizio Acres Business Park Rezone**. Please be advised that Public Service Company has existing electric distribution facilities within the areas indicated in this proposed rezone. 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.

As the project progresses, the property owner/developer/contractor must complete the application process for any new natural gas or electric service, or modification to existing facilities via xcelenergy.com/InstallAndConnect. 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.

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: Christine Childs <netgnomemom@gmail.com>
Sent: Sunday, October 20, 2019 11:02 AM
To: Greg Barnes
Subject: <http://www.adcogov.org/sites/default/files/RCU2019-00048-Submittal1.pdf>

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

Hi Greg,

Thank you so much for calling me back today about the FABRIZIO ACRES BUSINESS PARK. We are very concerned about the rezoning of 2 family homes with agricultural/mixed-use to 1 parcel of light industrial land that would allow them to build a storage facility up to 60ft high without any additional input by all of us in the neighborhood. We love our little neighborhood and it's quirky nature mixing families and businesses, but we believe having a huge storage facility will change the nature of our little piece of heaven.

Thank you for your time and please feel free to call me if you have any questions,
Christine Childs & Brenda Meador
2510 E 68th Pl, Denver, CO 80229
303-503-6253

--

The way to get things done is not to mind who gets the credit for doing them.

- Benjamin Jowett (1817-1893), British theologian and classicist

Date: 10-6-2019

To: The Adams County Planning
Commission and Aperio Property Consultants.

From: James and Kristy Younger
6881 Elizabeth, Adams County
720- 254-4924

Marvin J. Younger
6891 Elizabeth, Adams County
303-288-4979

Reference: Request for Comments

Case Name: Faberizo Acers Business Park

Case Number: RCU2019-0048

To whom this may concern: The following comments are from James and
Kristy Younger, 6881 Elizabeth st. and Marvin J. Younger at 6891 Elizabeth St.
Marvin Younger is my Dad and is 92 yrs. Old. He has hard time writing so I am
submitting his comments with mine.

Earlier this year I had the opportunity to talk to the Munoz about a warehouse
that they would like to build on the proposed property. In Principal we are not
opposed to the building of a warehouse or the re-Zoning of their property as long

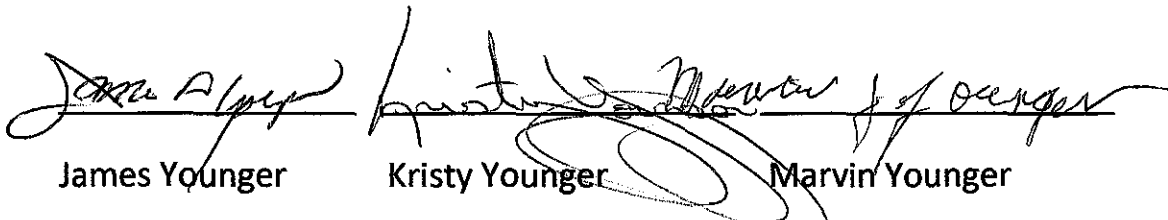
as it does not affect the Zoning of 6881 and 6891 Elizabeth Street. However the recent letter from Aperio Property Consultants has us concerned more specifically the part about the Warehouse building height will be below 60 feet. This looks open ended to us, how high will it be? The set back, in some areas of our property line is as close as 15feet. We could be in the shadow of a warehouse the rest of our life just like that new monstrosity warehouse along 224 between Washington St. and York St. That building puts the Nichol's residence in a constant shade for half the day. Like I said before in Principal we are in favor of the warehouse but if the intent is a 50 to 60 foot building we are certainly not in Favor of this. Are we just supposed to put our trust in this?

Last year Adams County allowed an 8foot solid wooden fence to go on property across the street from us (in front of both houses) you can imagine how ugly this is when we go out our front door. We would approve the same fence as a buffer between the warehouse property and the Elizabeth property. We are opposed to any chain link fence or any fence that is not a solid fence.

A couple things that might be cleared up before this goes any further are: we would like to be notified when the construction is going to begin and who do we contact if a problem arises when construction is going on.

If there are any questions we can be reached at the phone numbers above. We would much rather resolve some of this now and be good neighbors.

Thank you for your time and consideration on this issue.


James Younger Kristy Younger Marvin Younger
Date 10-6-2019

CC: Aperio Property Consultants



Request for Comments

Case Name: Fabrizio Acres Business Park
Case Number: RCU2019-00048

September 16, 2019

The Adams County Planning Commission is requesting comments on the following application:
Rezoning to Industrial-1 (I-1) from Agricultural-1 (A-1) on approximately 1.9 acres This request is located at 2521 East 68th Place. The Assessor's Parcel Number is 0182501201009.

Applicant Information:

EFREN & VICTORI MUNOZ
2521 E 68TH PL
DENVER, CO 80229

Please forward any written comments on this application to the Department of Community and Economic Development at 4430 South Adams County Parkway, Suite W2000A Brighton, CO 80601-8216 (720) 523-6800 by 10/07/2019 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. 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

Eva J. Henry
DISTRICT 1

Charles "Chaz" Tedesco
DISTRICT 2

Emma Pinter
DISTRICT 3

Steve O'Dorisio
DISTRICT 4

Mary Hodge
DISTRICT 5



Public Hearing Notification

Case Name:	Fabrizio Acres Business Park
Case Number:	RCU2019-00048
Planning Commission Hearing Date:	11/14/2019 at 6:00 p.m.
Board of County Commissioners Hearing Date:	12/10/2019 at 9:30 a.m.

October 23, 2019

A public hearing has been set by the Adams County Planning Commission and the Board of County Commissioners to consider the following request: **rezoning to Industrial-1 (I-1) from Agricultural-1 (A-1) on approximately 1.9 acres.** The proposed use will be Industrial. This request is located at 2521 E 68TH PL on 1.9 acres. The Assessor's Parcel Number is 0182501201009.

Applicant Information: EFREN & VICTORI MUNOZ
2521 E 68TH PL
DENVER, CO 80229

The hearing will be held in the Adams County Hearing Room located at 4430 South Adams County Parkway, Brighton CO 80601-8216. This will be a public hearing and any interested parties may attend and be heard. The Applicant and Representative's presence at these hearings is requested. If you require any special accommodations (e.g., wheelchair accessibility, an interpreter for the hearing impaired, etc.) please contact the Adams County Community and Economic Development Department at (720) 523-6800 (or if this is a long distance call, please use the County's toll free telephone number at 1-800-824-7842) prior to the meeting date.

For further information regarding this case, please contact the Community and Economic Development Department, 4430 S Adams County Parkway, Brighton, CO 80601, 720-523-6800. This is also the location where maps and/or text certified by the Planning Commission may be viewed.

The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at www.adcogov.org/planning/currentcases. Thank you for your review of this case.

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

Fabrizio Acres Business Park

Case Number: RCU2019-00048

Planning Commission Hearing Date: 11/14/2019 at 6:00 p.m.

Board of County Commissioners Hearing Date: 12/10/2019 at 9:30 a.m.

Hearing Location: 4430 S. Adams County Pkwy., Brighton, CO 80601

Request: Rezoning to Industrial-1 (I-1) from Agricultural-1 (A-1) on approximately 1.9 acres

Location: 2521 E 68TH PL

Parcel Number: 0182501201009

Case Manager: Greg Barnes

Applicant: EFREN & VICTORI MUNOZ
2521 E 68TH PL
DENVER, CO 80229

Owner: MUNOZ EFREN R AND
MUNOZ VERONICA
6870 COLUMBINE ST
DENVER, CO 802297513

Legal Description: FABRIZIO ACRES PLAT CORRECTION LOT 1



Referral Listing
Case Number RCU2019-00048
Fabrizio Acres Business Park

Agency	Contact Information
Adams County Attorney's Office	Christine Fitch CFitch@adcogov.org 4430 S Adams County Pkwy Brighton CO 80601 720-523-6352
Adams County CEDD Development Services Engineer	Devt. Services Engineering 4430 S. Adams County Pkwy. Brighton CO 80601 720-523-6800
Adams County CEDD Environmental Services Division	Katie Keefe 4430 S Adams County Pkwy Brighton CO 80601 720-523-6986 kkeefe@adcogov.org
Adams County CEDD Right-of-Way	Marissa Hillje 4430 S. Adams County Pkwy. Brighton CO 80601 720-523-6837 mhillje@adcogov.org
Adams County Development Services - Building	Justin Blair 4430 S Adams County Pkwy Brighton CO 80601 720-523-6825 JBlair@adcogov.org
Adams County Fire Protection District	Chris Wilder 8055 N. WASHINGTON ST. DENVER CO 80229 (303) 289-4683 cwilder@acfpd.org
Adams County Parks and Open Space Department	Aaron Clark mpedrucci@adcogov.org (303) 637-8005 aclark@adcogov.org
Adams County Sheriff's Office: SO-HQ	Rick Reigenborn (303) 654-1850 rreigenborn@adcogov.org
Adams County Sheriff's Office: SO-SUB	SCOTT MILLER 720-322-1115 smiller@adcogov.org

Agency	Contact Information
CDOT Colorado Department of Transportation	Bradley Sheehan 2829 W. Howard Pl. 2nd Floor Denver CO 80204 303.757.9891 bradley.sheehan@state.co.us
CDPHE	Sean Hackett 4300 S Cherry Creek Dr Denver CO 80246 303.692.3662 303.691.7702 sean.hackett@state.co.us
CDPHE	Sean Hackett 4300 S Cherry Creek Dr Denver CO 80246 30 sean.hackett@state.co.us
CDPHE - AIR QUALITY	Richard Coffin 4300 CHERRY CREEK DRIVE SOUTH DENVER CO 80246-1530 303.692.3127 richard.coffin@state.co.us
CDPHE - WATER QUALITY PROTECTION SECT	Patrick Pfaltzgraff 4300 CHERRY CREEK DRIVE SOUTH WQCD-B2 DENVER CO 80246-1530 303-692-3509 patrick.j.pfaltzgraff@state.co.us
CDPHE SOLID WASTE UNIT	Andy Todd 4300 CHERRY CREEK DR SOUTH HMWMD-CP-B2 DENVER CO 80246-1530 303.691.4049 Andrew.Todd@state.co.us
Century Link, Inc	Brandyn Wiedreich 5325 Zuni St, Rm 728 Denver CO 80221 720-578-3724 720-245-0029 brandyn.wiedrich@centurylink.com
Code Compliance Supervisor	Eric Guenther eguenther@adcogov.org 720-523-6856 eguenther@adcogov.org
COLORADO DEPT OF TRANSPORTATION	Steve Loeffler 2000 S. Holly St. Region 1 Denver CO 80222 303-757-9891 steven.loeffler@state.co.us

Agency	Contact Information
COLORADO DIVISION OF WILDLIFE	Eliza Hunholz Northeast Regional Engineer 6060 BROADWAY DENVER CO 80216-1000 303-291-7454 eliza.hunholz@state.co.us
COLORADO DIVISION OF WILDLIFE	Serena Rocksund 6060 BROADWAY DENVER CO 80216 3039471798 serena.rocksund@state.co.us
COMCAST	JOE LOWE 8490 N UMITILLA ST FEDERAL HEIGHTS CO 80260 303-603-5039 thomas_lowe@cable.comcast.com
MAPLETON SCHOOL DISTRICT #1	CHARLOTTE CIANCIO 591 E. 80TH AVE DENVER CO 80229 303-853-1015 charlotte@mapleton.us
METRO WASTEWATER RECLAMATION	CRAIG SIMMONDS 6450 YORK ST. DENVER CO 80229 303-286-3338 CSIMMONDS@MWRD.DST.CO.US
North Washington Street Water & San Dist	Jim James 3172 E 78th Ave Denver CO 80229 303-288-6664 jjamsey@nwsbsd.com
NS - Code Compliance	Kerry Gress kgress@adcogov.org 720.523.6832 kgress@adcogov.org
REGIONAL TRANSPORTATION DIST.	CHRIS QUINN 1560 BROADWAY SUITE 700 DENVER CO 80202 303-299-2439 chris.quinn@rtd-denver.com
TRI-COUNTY HEALTH DEPARTMENT	Sheila Lynch 6162 S WILLOW DR, SUITE 100 GREENWOOD VILLAGE CO 80111 720-200-1571 landuse@tchd.org
TRI-COUNTY HEALTH DEPARTMENT	MONTE DEATRICH 4201 E. 72ND AVENUE SUITE D COMMERCE CITY CO 80022 (303) 288-6816 mdeatrich@tchd.org

Agency

Contact Information

Tri-County Health: Mail CHECK to Sheila Lynch

Tri-County Health
landuse@tchd.org

WELBY CITIZEN GROUP

NORMA FRANK
7401 RACE STREET
DENVER CO 80229
(303) 288-3152

Xcel Energy

Donna George
1123 W 3rd Ave
DENVER CO 80223
303-571-3306
Donna.L.George@xcelenergy.com

Xcel Energy

Donna George
1123 W 3rd Ave
DENVER CO 80223
303-571-3306
Donna.L.George@xcelenergy.com

2721-2741 LLC
2741 E 69TH WAY
DENVER CO 80229-7512

HISAMOTO LORRAINE HIDEKO
2161 E 68TH AVE
DENVER CO 80229-7316

ALIRES TOMAS F AND
WILSON HEATHER
2100 E 68TH AVE
DENVER CO 80229

HYDRODIG DENVER LLC
BOX 215

ANTIKAJINEN PROPERTIES LLP
8030 DOWNING DR
DENVER CO 80229-5548

KING CAROL S
6780 YORK STREET
DENVER CO 80229-7307

B AND G PROPERTIES LLC
2401 E 88TH AVE
THORNTON CO 80229-4677

KIWI II CONSTRUCTION INC
28177 KELLER RD
MURRIETA CA 92563-2432

CITY AND COUNTY OF DENVER ACTING BY AND
THROUGH ITS BOARD OF WATER COMMISSIONERS
1600 W 12TH AVE
DENVER CO 80204-3412

METRO WASTEWATER RECLAMATION DISTRICT
6450 YORK ST
DENVER CO 80229-7407

COUNTY OF ADAMS THE
4430 SOUTH ADAMS COUNTY PKWY
BRIGHTON CO 80601-8204

MITO REALTY LLC
10016 W IOWA AVE
LAKEWOOD CO 80232-6328

DI GIACOMO ROXANNE
6820 YORK ST
DENVER CO 80229

MUNOZ EFREN R AND
MUNOZ VERONICA
6870 COLUMBINE ST
DENVER CO 80229-7513

DOMENICO HOLDING LLLP
7040 ELIZABETH ST
DENVER CO 80229-7515

PERFORMANCE FOOD GROUP INC
12500 WEST CREEK PKWY
RICHMOND VA 23238-1110

DOMENICO VICTOR A TRUST UND 1/2 INT AND
DOMENICO MONICA A TRUST UND 1/2 INT
7040 ELIZABETH ST
DENVER CO 80229-7515

PLATINUM REALTY GROUP LLC
16616 E FLOYD AVE
AURORA CO 80013-2002

FREEDMAN FOOD SERVICE OF DENVER INC
C/O SYSCO CORP ATTN TAX DEPT
HOUSTON TX 77077

SHERWOOD JAMES HAROLD SR AND
SHERWOOD TERRILL LYNN
PO BOX 648
COMMERCE CITY CO 80037-0648

TORRES MARIA
3821 W GREENWOOD PL
DENVER CO 80236-2440

DOMENICO VICTOR A AND MONICA A
OR CURRENT RESIDENT
7040 ELIZABETH ST
DENVER CO 80229-7515

WALES JAMES UND 75% INT AND
CRAIG TEMBER K AND CRAIG BILLIE S UND 25% INT
13393 ELMENDORF PL
DENVER CO 80239-5859

HISAMOTO LORRAINE H
OR CURRENT RESIDENT
2161 E 68TH AVE
DENVER CO 80229-7316

WELAND TODD P
6750 YORK ST
DENVER CO 80229-7307

HYDRODIG DENVER LLC
OR CURRENT RESIDENT
6998 YORK ST
DENVER CO 80229

WERTH JOYCE
1901 HOYT STREET
LAKEWOOD CO 80215

KING CAROL S
OR CURRENT RESIDENT
6780 YORK ST
DENVER CO 80229-7307

2721-2741 LLC
OR CURRENT RESIDENT
2741 E 69TH WAY
DENVER CO 80229-7512

MARQUEZ THEODORE ANTHONY
OR CURRENT RESIDENT
7044 ELIZABETH ST
DENVER CO 80229-7515

BERKSTRESSER JAMES S
OR CURRENT RESIDENT
7051 CLAYTON ST
DENVER CO 80229-7516

MARTINEZ MARIA DEL CARMEN
OR CURRENT RESIDENT
6824 COLUMBINE ST
DENVER CO 80229-7509

CHAPMAN RENEE/DEPINTO VICTOR AND
DEPINTO RICK
OR CURRENT RESIDENT
6702 YORK ST
DENVER CO 80229-7322

MC GEE RICHARD K
OR CURRENT RESIDENT
6861 ELIZABETH ST
DENVER CO 80229-7514

DI GIACOMO ROXANNE AND
DI GIACOMO SHARON AND SLAGEL DONNA M
OR CURRENT RESIDENT
6820 YORK ST
DENVER CO 80229-7309

MEADOR BRENDA JOYCE AND
CHILDS CHRISTINE RENEE
OR CURRENT RESIDENT
2510 E 68TH PL
DENVER CO 80229-7505

DISHER GARY AND
DISHER SANDY
OR CURRENT RESIDENT
2561 E 68TH PL
DENVER CO 80229

RAMIREZ SERGIO
OR CURRENT RESIDENT
2141 E 68TH AVE
DENVER CO 80229-7316

DOMENICO JAMIE PAUL
OR CURRENT RESIDENT
7060 CLAYTON ST
DENVER CO 80229-7517

ROYSTON ERIC
OR CURRENT RESIDENT
6700 YORK ST
DENVER CO 80229

SCHREINER CHRISTOPHER
OR CURRENT RESIDENT
7000 CLAYTON ST
DENVER CO 80229-7517

CURRENT RESIDENT
6991 YORK ST
DENVER CO 80229-7310

SCHWINDT SHARON J
OR CURRENT RESIDENT
2240 E 68TH AVE
DENVER CO 80229-7315

CURRENT RESIDENT
6910 YORK ST
DENVER CO 80229-7311

TEEGEE AND COMPANY LLC
OR CURRENT RESIDENT
2180 E 68TH AVENUE
DENVER CO 80229

CURRENT RESIDENT
2220 E 68TH AVE
DENVER CO 80229-7315

TORRES MARIA
OR CURRENT RESIDENT
6840 YORK ST
DENVER CO 80229-7309

CURRENT RESIDENT
2101 E 68TH AVE
DENVER CO 80229-7316

WELAND TODD P
OR CURRENT RESIDENT
6750 YORK ST
DENVER CO 80229-7307

CURRENT RESIDENT
6690 YORK ST
DENVER CO 80229-7322

WRIGHT ROBERT STEVEN
OR CURRENT RESIDENT
6990 CLAYTON ST
DENVER CO 80229-7511

CURRENT RESIDENT
6721 YORK ST
DENVER CO 80229-7325

YOUNGER JAMES A AND
YOUNGER KRISTY A
OR CURRENT RESIDENT
6881 ELIZABETH ST
DENVER CO 80229-7514

CURRENT RESIDENT
2756 E 69TH WAY
DENVER CO 80229-7500

YOUNGER MARVIN J/GLENNA J AS
CO-TRUSTEES
OR CURRENT RESIDENT
6891 ELIZABETH ST
DENVER CO 80229-7514

CURRENT RESIDENT
6822 COLUMBINE ST
DENVER CO 80229-7509

CURRENT RESIDENT
6776 YORK ST
DENVER CO 80229-7307

CURRENT RESIDENT
2721 E 69TH WAY
DENVER CO 80229-7512

CURRENT RESIDENT
6840 YORK ST
DENVER CO 80229-7309

CURRENT RESIDENT
2751 E 69TH WAY
DENVER CO 80229-7512

CURRENT RESIDENT
7031 CLAYTON ST
DENVER CO 80229-7516

CURRENT RESIDENT
2701 E 70TH AVE
DENVER CO 80229-7518

CURRENT RESIDENT
2351 E 70TH AVE
DENVER CO 80229-7520

CURRENT RESIDENT
2350 E 70TH AVE
DENVER CO 80229-7540

CURRENT RESIDENT
6855 COLUMBINE ST
DENVER CO 80229-7548

CURRENT RESIDENT
6865 COLUMBINE ST
DENVER CO 80229-7548

CURRENT RESIDENT
6875 COLUMBINE ST
DENVER CO 80229-7548

CURRENT RESIDENT
6885 COLUMBINE ST
DENVER CO 80229-7548

CURRENT RESIDENT
6895 COLUMBINE ST
DENVER CO 80229-7548

CHECKLIST ITEM NO. 7

Neighborhood Meeting – Minutes

Topic: Neighborhood Meeting - for Rezone - to Industrial

Date: 05/02/18

Discussion leader: Efren R Munoz

Time: 5:00pm - 7:00pm

Comments and suggestions: Neighbors suggested that materials stored did not produce smell and preferably no marijuana. They also suggested that parking be available in order to allow thru traffic along columbine St. Additional suggestions were to keep down noise, use fence-with no visibility of forms/supplies, and use formliner on 69th Pl wall.

Summary of Meeting:

During the meeting these were some of the things discussed. First, neighbors wanted to know the purpose of the warehouses that were to be built. Rene answered this question by saying that the purpose of the warehouse was for Rental to suppliers. Also, neighbors asked how traffic would be managed but mainly if there was going to be parking available. Rene affirmed that there would be parking available in accordance to the city requirements.

Signed: _____

Discussion Leader

05/02/2018

Time: 5:00pm-7:00pm

Neighborhood Meeting: Rezoning of 2521 E 68th PL & 6870 Columbine St

(From Agricultural to Industrial)

Persons attending:

1. MARVIN YOUNGER 6891 ELIZABETH ST
2. Jim Younger 6881 ELIZABETH ST
3. Kristy Younger 6881 ELIZABETH ST
4. Huberto Weber 6910 York st
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____
- _____

jzumas
@msn.com

CERTIFICATE OF POSTING



I, J. Gregory Barnes do hereby certify that I posted the subject property on October 22, 2019 in accordance with the requirements of the Adams County Development Standards and Regulations.

A handwritten signature in black ink, appearing to read "J. Gregory Barnes".

J. Gregory Barnes

Fabrizio Acres

RCU2019-00048

6870 Columbine Street

December 10, 2019

Board of County Commissioners Public Hearing
Community and Economic Development Department

Case Manager: Greg Barnes



Request

Rezoning Application (1.8 acres):

- Current Zoning:
 - Agricultural-1 (A-1)
- Proposed Zoning:
 - Industrial-1 (I-1)

Background

- Currently two single-family residential homes
- Proposal for a multi-tenant industrial business park
 - 25,000 square feet
- Proposing one structure to remain on the southern property for conversion to office use

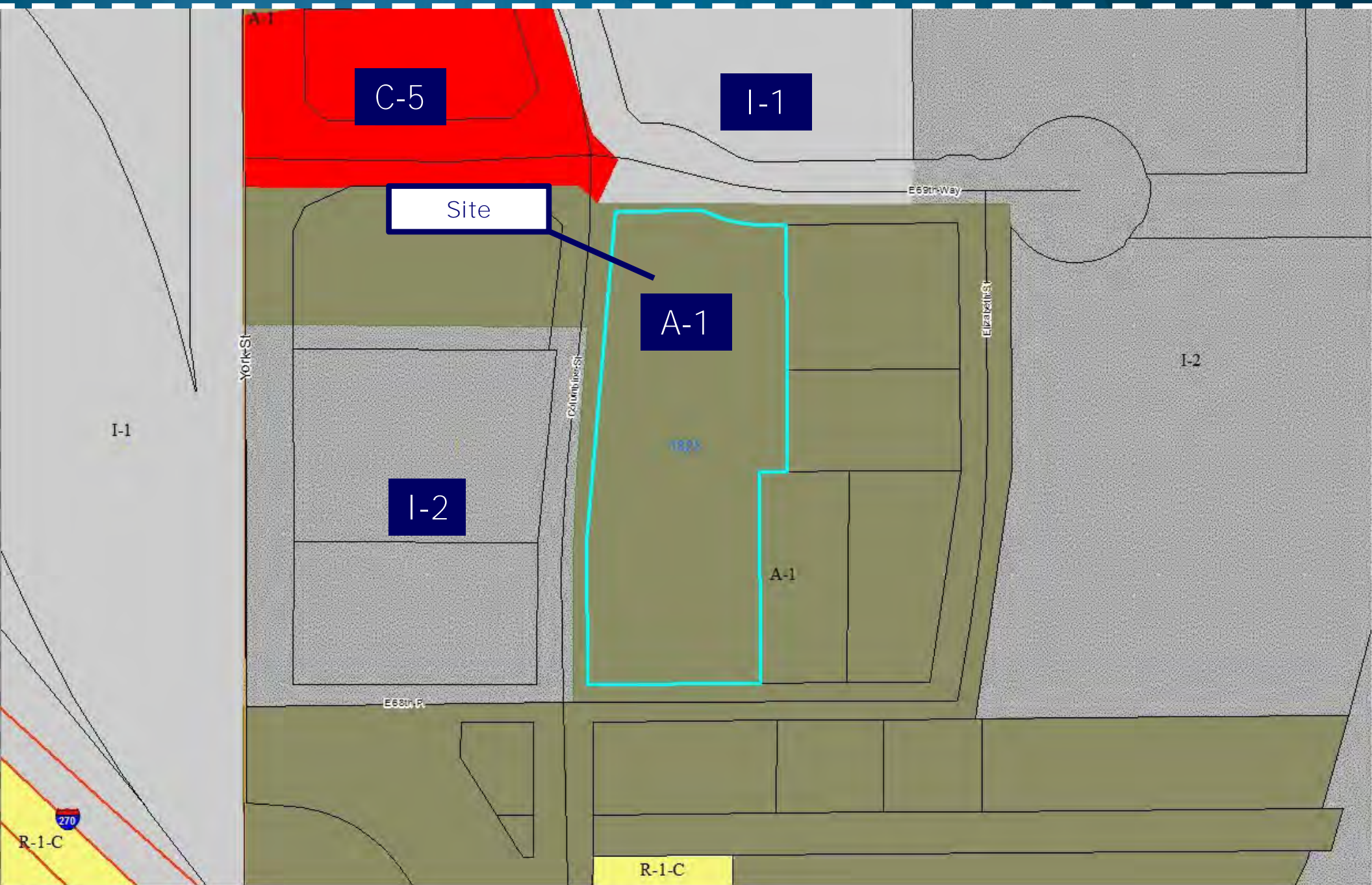
AERIAL MAP



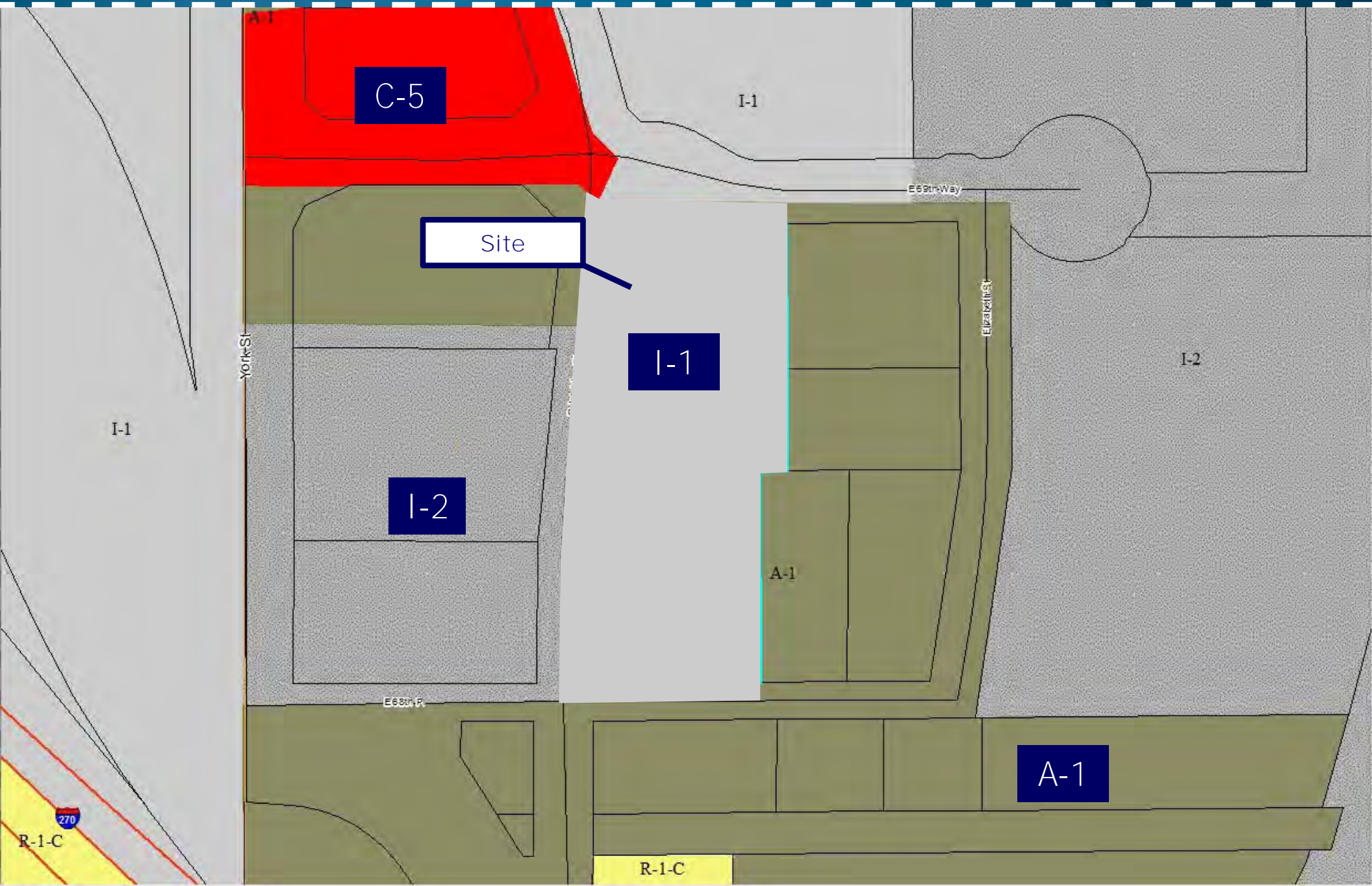
AERIAL MAP



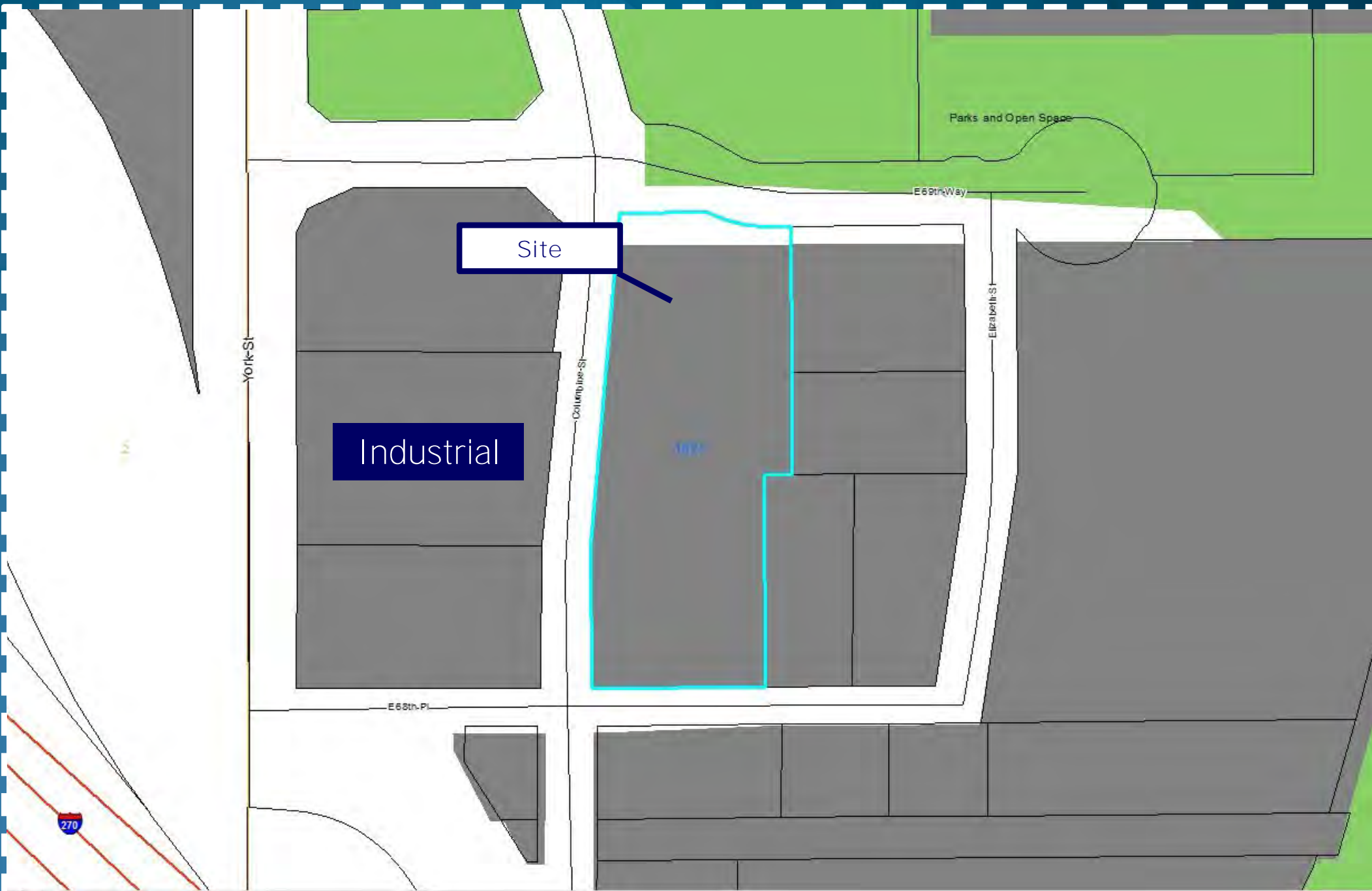
CURRENT ZONING MAP



PROPOSED ZONING MAP



FUTURE LAND USE MAP



Criteria for Rezoning Approval

Section 2-02-13-06-02

1. Consistent with Comprehensive Plan
2. Consistent with Development Standards
3. Complies to Development Standards
4. Harmonious & Compatible

Comprehensive Plan

Adams County:

- Future Land Use – Industrial
- Warehousing, Manufacturing, Distribution
- Consistent with I-1 zoning

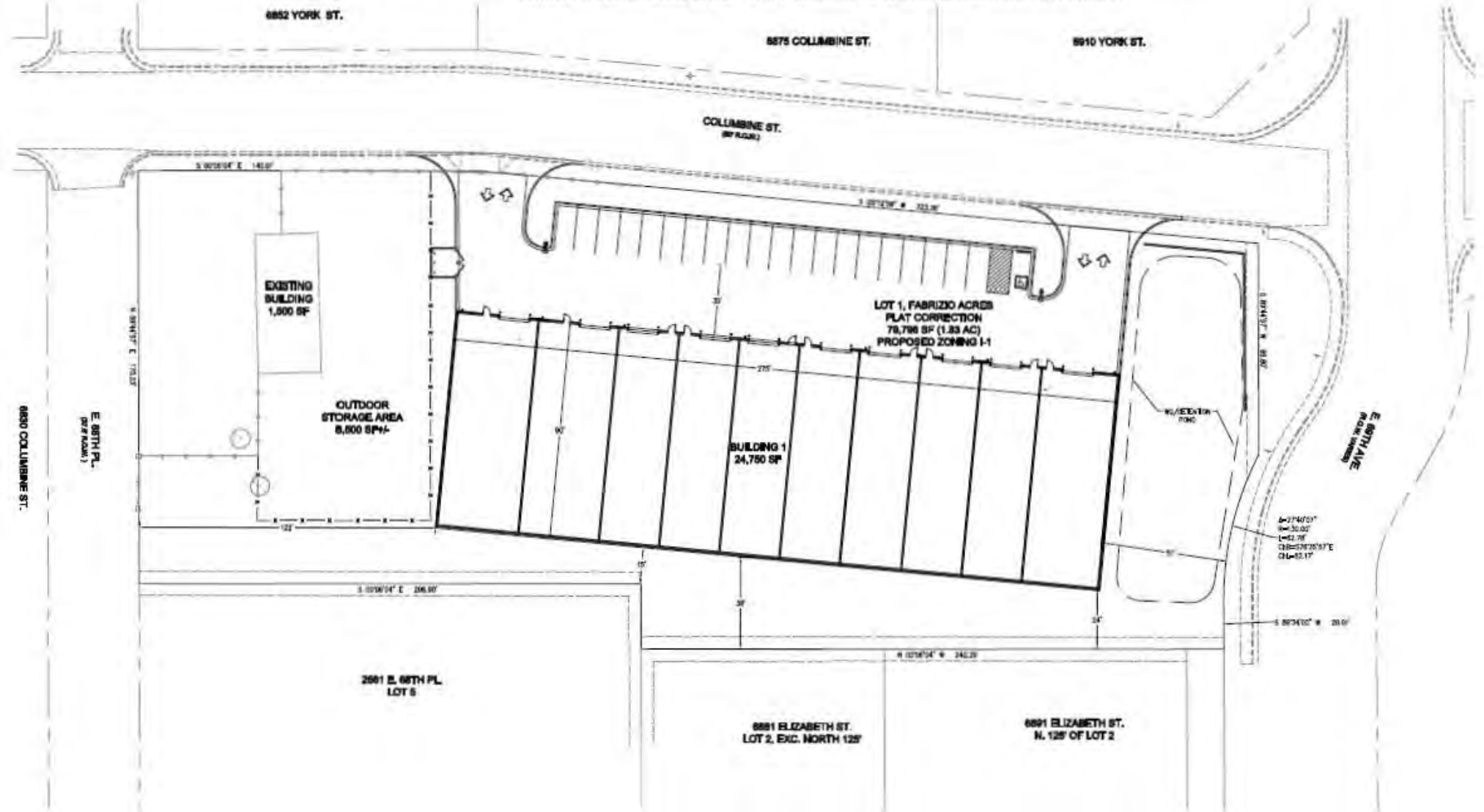
Available urban services and infrastructure for industrial uses

Comparison

Uses Permitted By Right		
A-1	Current I-1 Standards	Potential I-1 Changes
<ul style="list-style-type: none"> • Single-Family Residential • Farming • Nurseries 	<ul style="list-style-type: none"> • Business Parks • Light Industry • Auto Repair • General Commercial 	<ul style="list-style-type: none"> • No Towing/Storage • Fewer Industrial Permitted Uses • More Conditional Uses
Minimum Dimensional Standards		
Lot Size: 2.5 acres Lot Width: 150 feet Max Structure Height: 35 feet - residential, 70 feet - agricultural	Size: 1 acre Width: 100 feet Max. Structure Height: 60 feet	Size: 1 acre Width: 100 feet Max. Structure Height: 60 feet

CONCEPT SITE PLAN FOR FABRIZIO ACRES BUSINESS PARK

LOTS 1 AND 6, FABRIZIO ACRES, TOGETHER WITH VACATED EAST 69TH AVENUE, BEING A PART OF THE N.W. 1/4 OF SECTION 1,
TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6XTH P.M., COUNTY OF ADAMS, STATE OF COLORADO.



NORTH

SITE PLAN













Referral Period

Notices sent*	# of Comments Received
69	3

* Property owners and occupants within 1,000 feet were notified

Public Comments:

- Not opposed to industrial use
- Concern with 60-foot building height

Referral Agencies:

- No opposition
- Concerns noted for time of development

Staff Review

Consistent with Comprehensive Plan

Consistent with Zone Standards and Purpose

Harmonious & Compatible

Planning Commission Update

Public Hearing: Nov. 14, 2019

One public comment regarding character of neighborhood and building height.

Approval of the proposed Rezoning (RCU2019-00048) with 4 Findings-of-Fact 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.

Recommended Note

1. Adams County will require building permit approval to establish the new uses. These reviews shall include, but are not limited to, landscaping, site design, parking, building safety, traffic, and drainage.



**COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT**

CASE NO.: PLN2019-00014

CASE NAME: FALL 2019 REGULATION AMENDMENTS

TABLE OF CONTENTS

EXHIBIT 1 – Board of County Commissioners Staff Report

EXHIBIT 2 - Text of Proposed Changes

- 2.1 List of Proposed Changes
- 2.2 Chapter 1
- 2.3 Chapter 2
- 2.4 Chapter 3
- 2.5 Chapter 4
- 2.6 Chapter 11

EXHIBIT 3 – Outreach Meetings

- 3.1 Solar Stakeholder Sign-In Sheet (8/6/2019)
- 3.2 Public Meetings Sign-In Sheets (9/23/2019 and 9/25/2019)
- 3.3 Industrial Users Sign-In Sheet (9/30/2019)

EXHIBIT 4 – Referral Comments

- 4.1 Adams County Facilities & Fleet Management
- 4.2 Adams County Fire Rescue
- 4.3 Arapahoe County Public Works
- 4.4 Arapahoe County Planning
- 4.5 Brighton Fire Rescue
- 4.6 City of Aurora
- 4.7 Colorado Solar and Storage Association
- 4.8 Division of Water Resources
- 4.9 Strasburg Fire Protection
- 4.10 Thornton Fire
- 4.11 Tri-County Health
- 4.12 Xcel Energy

EXHIBIT 5 – Public Comments

- 5.1 Todd Messenger (Fairfield and Woods)
- 5.2 Todd Messenger (Fairfield and Woods)
- 5.3 Ali Weaver (Silicon Ranch)
- 5.4 Richard and Joseph Gallegos
- 5.5 Bart and Brooke Copeland (Copeland Precast)

- 5.6 Jason Miller (Westfield)
- 5.7 Robert Hayner (Sunshare)
- 5.8 Todd Messenger (Fairfield and Woods)

EXHIBIT 6 – Associated Case Materials

- 6.1 Request for Comments
- 6.2 Newspaper Publication
- 6.3 Referral Agency Contact Information
- 6.4 Interested Parties Email Distribution List



**COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT
STAFF REPORT**

Board of County Commissioners

December 10, 2019

CASE No.:	PLN2019-00014
CASE NAME:	FALL 2019 REGULATION AMENDMENTS
Applicant's Name:	Adams County Community & Economic Development Department
Applicant's Address:	4430 S. Adams County Parkway, Brighton, CO 80601
Location of Request:	Unincorporated Adams County
Nature of Request:	Amendments to the County's Development Standards and Regulations to include legal, administrative, and process updates
Hearing Date(s):	PC: November 14, 2019/ 6:00 pm
	BoCC: December 10, 2019/ 9:30 am
Report Date:	November 26, 2019
Case Manager:	Jennifer Rutter
Staff Recommendation:	APPROVAL with 3 Findings-of-Fact and 1 Condition

SUMMARY OF APPLICATION

Background:

This proposed text amendment to the Development Standards and Regulations includes legal updates, administrative updates, and new processes and standards. Legal updates to the Development Standards and Regulations will allow for a better alignment with established State and Federal regulations, as well as case law. These include updates to the cell tower permitting process and sign regulations.

Administrative updates to the Development Standards will allow for the addition of new organization and department names, as well as clarification of some interpretations. Community Safety and Wellbeing is a new Department that will need to be allowed enforcement authority. In addition, Front Range Airport is now the Colorado Air and Space Port. Some parts of the Development Standards also need to be clarified in their meaning, including the new Accessory Dwelling Unit regulations, which will contain a clearer explanation of how floor area is calculated.

Finally, staff is recommending several new processes and standards, including new permitting processes for solar energy systems and updates to the Industrial-1 (I-1) and Industrial-2 (I-2) permitted and conditionally permitted uses. Solar facilities have become more common in the County and are generally compatible with large parcels in the agricultural zone districts, so more renewable energy development can be encouraged by allowing some facilities in certain zone districts be permitted as a use-by-right. By contrast, some heavy industry, manufacturing, and

services uses currently allowed in the I-1 zone district have been proven to be incompatible with the intent of the zone district and it is recommended that some of these uses be made conditionally permitted or prohibited.

Over several study sessions, the Board of County Commissioners (BoCC) provided direction to staff to review the County's Development Standards and Regulations and make recommendations for amendments. Some of the specific policies the BoCC directed staff to review include the permitting for solar energy systems and modifying permitted and conditional uses in the I-1 and I-2 zone districts.

Staff held two public information sessions on the proposed changes, one on Monday, September 23, 2019 from 5:30 to 7:30 at the Thornton Huron Street Anythink Library and one on Wednesday, September 25, 2019 from 5:30 to 7:30 at the Adams County Government Center. The purpose of these meetings was to review the proposed changes with any interested person or organization. There were six members of the public in attendance at the first meeting and one person added to the second meeting. Questions and concerns were mainly focused on the proposed changes to the sign code and new permitting process for small cell wireless facilities. The sign-in sheets for these meetings can be found in Exhibit 3.2.

Staff also held two stakeholder meetings at the Adams County Government Center, one for solar developers on Thursday, August 8, 2019 from 3:00 to 4:30 and one for industrial users on Monday, September 30, 2019 from 2:00 to 3:30. The purpose of these meetings was to review the proposed changes with the specific stakeholder groups that may be impacted. Approximately ten solar companies and business associations, as well as United Power, participated in the solar stakeholder meeting. All attendees were supportive of the direction the proposed amendments would take, specifically, making smaller facilities permitted in certain zone districts. Two people participated in the industrial users stakeholder meeting and no significant questions or concerns were brought forward. The sign-in sheets for the solar and industrial user stakeholder meetings can be found in Exhibits 3.1 and 3.3, respectively.

For a detailed description of all the changes to each chapter, see Exhibit 2.1. For redlines of the entire development code please see Exhibit 2 or visit the County website at <http://www.adcogov.org/regulation-amendments>.

Development Standards and Regulations:

Section 2-02-15 of the Adams County Development Standards and Regulations details the procedures for amendments to the text of the standards and regulations. Only the Board of County Commissioners may, after a recommendation from the Planning Commission, adopt a resolution amending the text of the standards and regulations.

Section 2-02-15-06-01 of the Development Standards and Regulations lists three criteria for approval for text amendments. The first two criteria require consistency with the Comprehensive Plan and the purpose of the Development Standards. The third criterion requires the text amendment to not be detrimental to the majority of persons or property in the surrounding areas nor to the community in general. The changes proposed in this text amendment are consistent with

the Comprehensive Plan, the purpose of the regulations, and not detrimental to the citizens of Adams County.

The Denver Regional Council of Governments (DRCOG) projects Adams County to be the fastest growing county in Colorado over the next twenty years in both population and employment. This forecast necessitates additional regulations to ensure that the various types of growth remain harmonious and compatible with overall development of the County. The proposed changes to the Development Standards and Regulations are furthering the vision of the Adams County Comprehensive Plan by encouraging solar development and promoting new clean industrial and/or light industrial uses through zoning provisions.

A summary of proposed changes, including the purpose for the text amendments, is outlined below:

Administrative Updates

Chapters 1, 2, 3, 4

Position titles and authorities have been updated to reflect the current structure of the County Departments. In addition, references to the Front Range Airport have been updated to refer to the Colorado Air and Space Port.

In the March 2019 Code Amendments, Accessory Dwelling Units (ADUs) were added as a permitted accessory use in all zone districts. The language included in the regulation was unclear in how the allowed square footage for the attached and detached ADUs were calculated; this text amendment would provide clarity.

Retaining walls greater than two feet in height currently require a building permit to construct, however the International Building Code (IBC) requires a building permit to be obtained for retaining walls four feet or higher; this text amendment proposes to bring our Development Standards in line with the IBC.

Building Permits and Contractor Registration

Chapter 2

The proposed text amendments reflect that the plumbing and electrical contractor registration is proposed to be valid for three years, rather than one year to coincide with the state expiration of the license issued by the state, and all other license registrations will expire after one year. This change has been made to match the new contractor registration process. Also, the duration of the validity of a building permit application or building permit has been defined. The request for extension of a building permit or application is also clarified that it must be a written request submitted to the Chief Building Official thirty days prior to the expiration.

Event Center

Chapters 3, 4, and 11

Staff is recommending that a use and definition be added for an Event Center, replacing the uses of “Auditoriums” and “Assembly Halls” to account for a wider variety of event-hosting locations. The proposed definition for Event Center is: “A facility consisting of structures or premises used to accommodate the assembly of persons for private or public meetings, parties,

weddings, wedding receptions, reunions, birthday celebrations, charitable fundraisers, and any other social engagement purposes, or similar such uses. Such use may include the provision of food, beverages, and entertainment.” The Event Center use is proposed to be conditionally permitted in Agricultural and light Commercial zone districts and principally permitted in moderate to heavy Commercial and all Industrial zone districts.

Sign Code

Chapter 4

To be in conformance with recent case law, updates to the performance standards for on-premise and off-premise signs are being proposed. These updates include eliminating specific performance standards for certain types of signs including political signs and real estate signs and grouping those changes into an all-encompassing “temporary sign” category. Updates also include the addition of new purpose statements for off-premise signs to reflect the County’s intent to make sure all signage in the county is compatible with the surrounding area and does not lead to sign clutter. In addition, a 24-foot maximum height standard is being recommended to increase compatibility with current development in the County. Staff is also proposing allowing monument signs at each entrance to a location in order to improve wayfinding.

Staff Analysis:

These proposed text amendments support the 2012 Comprehensive Plan by addressing sign control, thus enhancing the quality of commercial corridors and the County’s gateways (Policy 14.6 and 14.7). Specifically, the recommendation that the sign regulations be reviewed and updated, including off-premise signs which may be visible from the state highways that traverse the County.

Telecommunications Towers and 5G

Chapters 2, 3, and 4

Due to new Federal Communications Commission (FCC) regulations, permit applications for telecommunications towers, including 5G, must be processed within a certain time frame. For small cell towers, the maximum review time is 60 days for collocation on existing towers and 90 days for new towers. For non-small cell towers, the maximum review time is 90 days for collocation on existing towers and 150 days for new structures. Telecommunications towers have been subject to the Conditional Use Permit process, which does not allow for those specified timeframes to be met. Therefore, a new Administrative Review Process is being proposed to allow for a staff review, public comment, and Director Decision.

Staff Analysis:

The 2012 Comprehensive Plan addresses the need to support new development, specifically telecommunication needs. These proposed text amendments support the strategies outlined in the Plan by encouraging the deployment of the most advanced technology while protecting the public health, safety, and general welfare, including aesthetics and community character. The proposed process to permit a new telecommunications tower would continue to allow for public notification and feedback, as well as staff review, but make the process more streamlined to ensure that the FCC permit timelines are being met.

Solar Energy Facilities

Chapters 3, 4, and 11

The proposed text amendments provide prescriptions for three types of solar energy systems: ground-mounted as a primary use, ground-mounted as an accessory use, and roof-mounted. Different prescriptions are proposed for the different sizes of solar facilities including Large-Scale (320 acres or more of surface area), Medium-Scale (35 to 320 acres of surface area) and Small-Scale (less than 35 acres of surface area). New definitions have been provided for each level of facility based on the acreage of surface area of the solar energy facility.

The type and location of solar facilities are proposed to be permitted outright or conditionally permitted. Generally, all small and medium-scale ground-mounted facilities, as proposed, would be permitted outright in Agriculture-3 (A-3), Commercial-4 (C-4) and 5 (C-5), as well as Industrial zone districts, with large-scale solar energy facilities allowed conditionally in those districts. To clarify a Director Determination made on May 23, 2016, solar energy systems are permitted in the Aviation (AV) zone district. For roof-mounted and accessory solar energy facilities, they are proposed to be allowed in all zone districts.

Additionally, the proposed performance standards proposed for ground and roof-mounted facilities and include standards for setbacks, fence heights, decommissioning and removal, safety signage, adherence to the adopted fire code and lighting control, and wildlife corridors in large-scale facilities. All ground-mounted solar energy facilities will remain subject to the following: building permits, sediment/erosion control plan, drainage report, access permit, and landscaping/screening on a site-specific basis. Major energy facilities, including transmission lines, power plants, and substations, are often associated with solar energy facilities and will continue to be subject to a conditional use permit.

Staff Analysis:

These proposed changes to the solar energy facility regulations support the Sustainability Initiatives, listed as one of the Key Goals for a More Sustainable and Resilient Adams County, as outlined in Chapter 2 of the 2012 Comprehensive Plan. Specifically, one of the Sustainability Initiatives listed is to support solar and wind energy through amendments to the County Development Standards and Regulations. The proposed text amendments would encourage solar energy development by making the permitting process more streamlined for small to medium-sized facilities in certain zone districts with which the use has proven to be compatible, including agricultural districts. The existing process for roof-mounted and accessory solar energy facilities is not proposed to be changed, as they are currently permitted in all zone districts through a building permit.

Updates to Industrial-1, Industrial-2, and Agricultural-2 Zone Districts

Chapters 2, 3, 4, and 11

According to Section 3-24 of the Adams County Development Standards and Regulations, the purpose of the Industrial-1 (I-1) zone district is “to provide a general commercial and restricted industrial district designed to provide for a variety of compatible business, warehouse, wholesale, offices, and very limited industrial uses”. These proposed text amendments aim to better align the principally permitted, conditionally permitted, and prohibited uses in the I-1 district. For example, uses that fall under Heavy Industry and Heavy Manufacturing or Processing are not compatible

with the purpose of the light industrial zone district and are proposed to be prohibited. In addition, accessory outdoor storage is proposed to be a conditionally permitted use in the I-1 district.

According to Section 3-25 of the Development Standards and Regulations, the purpose of the Industrial-2 (I-2) zone district is “to accommodate light manufacturing, processing, fabrication, assembly, and storage of non-hazardous and/or non-obnoxious material and products as well as allowing service facilities for industries and their employees.” These proposed text amendments aim to better align the principally permitted and conditionally permitted uses in the I-2 district. For example, some uses that fall under Heavy Industry and Heavy Manufacturing or Processing may fit with the purpose of the moderate-intensity industrial district, provided that they are evaluated on a site-specific basis through a conditional use permit.

According to Section 3-09 of the Adams County Development Standards and Regulations, the purpose of the Agricultural-2 (A-2) zone district is “to provide a district for rural subdivisions of at least ten (10) acres in size... Farming uses are permitted, including the cultivation of land and the keeping of a limited number of animals.” These proposed text amendments aim to better align the principally permitted, conditionally permitted, and prohibited uses in the A-2 district. For example, uses that fall under Heavy Industry are not compatible with the intent of the A-2 district and are therefore recommended to be prohibited.

Auto towing and storage yards have previously been categorized as a light industrial use. Staff is proposing to move auto towing and storage yards to fall under Heavy Retail and Heavy Services due to the visual and off-site impacts; this categorization would make auto towing and storage yards no longer permitted in Agricultural, Commercial-5, and I-1 zone districts. A definition for auto towing and storage is also being proposed, as it was previously undefined.

Two existing uses were identified that involve cement and concrete manufacturing or processing. One is titled “Cement, cinder block, concrete, lime or plaster manufacturing”, is categorized as Moderate Manufacturing and Processing, and proposed to remain permitted in I-2 and I-3; this use is proposed to be either conditional or permitted in I-1, depending on whether the use can meet the performance standards outlined in Chapter 4, including minimal outdoor activities and little off-site impacts. The second use is titled “Asphalt and concrete production facilities”, is categorized as Heavy Industry, and proposed to be prohibited in I-1, conditional in I-2, and permitted in I-3 (currently conditional in I-1 and permitted in I-2 and I-3).

Staff Analysis:

The 2012 Comprehensive Plan discusses the promotion of clean industrial uses (Policy 14.1), specifically advising that the zoning provisions be revised to “permit clean and/or light industrial uses by-right, permitting heavy industrial uses with the potential for significant environmental impacts only after review pursuant to detailed criteria/standards and final approval by the County Commissioners.” These proposed text amendments aim to meet the goals of the Plan by making Moderate Processing and Manufacturing uses obtain a Conditional Use Permit, which requires additional scrutiny and approval from the County Commissioners in a public hearing. Heavy Industrial uses are proposed to be prohibited in the I-1 and A-2 districts because it does not meet the intent of those zone districts.

Planning Commission Update:

The Planning Commission (PC) considered this case on November 14, 2019 and voted (6-1) to recommend approval of the request. There were questions and discussion from the PC regarding the new use category for hemp processing, the new permit process for cell towers, and the uses that should be permitted or conditional in the industrial and agricultural zone districts. In particular, the PC discussed concerns with limiting industrial uses in the I-1 and I-2 zone districts when there is a significant financial investment in a project; they suggested that some conditional uses be allowed a longer time frame that correlates with the investment in the proposed development.

There were five members of the public who provided comments. A solar energy developer spoke in support of the proposed regulation amendments and praised Adams County for being a leader in the nation for solar development. Two business owners expressed concern with the proposed change that Concrete Production would be a conditional use in the I-1 zone district, making it difficult to justify a significant financial investment. One business owner expressed similar concerns with requiring Concrete and Asphalt Manufacturing to obtain a conditional use permit in the I-2 zone district, stating that these changes will make it difficult for businesses to operate in the County. Finally, one person spoke with concern that the new proposed use of “Event Center” would apply to commercial equestrian arenas.

Staff Recommendation:

It is staff’s determination that the request is consistent with the Adams County’s Comprehensive Plan, the purpose of the standards and regulations, and will not be detrimental to the property owners nor the community in general. Based upon the criteria for approving a text amendment, staff recommends Approval of this request with 3 findings-of-fact and 1 condition.

RECOMMENDED FINDINGS OF FACT

1. The text amendment is consistent with the Adams County Comprehensive Plan.
2. The text amendment is consistent with the purposes of these standards and regulations.
3. The text amendment will not be detrimental to the majority of persons or property in the surrounding areas nor to the community in general.

RECOMMENDED Condition of Approval

1. The Community and Economic Development Department staff may make minor corrections to these text amendments until December 31, 2019, including but not limited to, typographical errors, to ensure consistency and accuracy throughout the regulations.

PUBLIC COMMENTS

Six members of the public provided comments. One person provided detailed comments about recommended modifications to the sign code; some of those changes were made, but most were tabled until a larger conversation can be had with a larger group of stakeholders about that subject.

Two people provided comments in support of the solar regulations, as well as some suggested edits for clarification; the redlined Chapter 4 reflects those suggestions. A letter was received from two people that stated no changes were necessary to the first draft of redlined chapters.

Staff received one letter from a business owner that recommended continuing to allow concrete manufacturing in the Industrial-1 (I-1) zone district. Those comments were considered and modifications to the proposed text amendments were made which would allow concrete manufacturing to be a permitted use in the I-1 provided that specific performance standards can be met. Finally, one person provided comments and suggestions for the logistics center definitions.

COUNTY AGENCY COMMENTS

No County Agencies have responded with comments.

REFERRAL AGENCY COMMENTS

The following referral agencies provided responses to the proposed text amendments (Exhibit 4).

Responding with Concerns:

None

Responding without Concerns:

Adams County Fire Rescue
Arapahoe County Engineering
Arapahoe County Planning
Brighton Fire Rescue
City of Aurora
Colorado Solar and Storage Association
Division of Water Resources
Strasburg Fire Protection
Thornton Fire
Tri-County Health
Xcel Energy

Notified but not Responding / Considered a Favorable Response (See Exhibit 6.4):

Cities
Citizen groups
Counties
Ditch companies
Federal Agencies
Fire Districts
Recreational Districts
Regional Agencies
State Agencies
Utilities
Water and Sanitation Districts

EXHIBIT 2 - Text of Proposed Changes

- 2.2 Chapter 1
- 2.3 Chapter 2
- 2.4 Chapter 3
- 2.5 Chapter 4
- 2.6 Chapter 11

These exhibits can be found in separate files included in the staff report link, as well as on the County website: <http://www.adcogov.org/regulation-amendments>

Exhibit 2 – Text of Proposed Changes

Detailed Proposed Text Amendments – PLN2019-00014

Chapter 1

1-03: Removed Director of Long Range Strategic Planning and added those powers and duties to the Director of Community and Economic Development.

1-05: Added Director of Community and Economic Development and Director of Community Safety and Wellbeing to the Enforcement Authority section.

1-05-06: Clarified civil penalties for violations.

Chapter 2

2-01-06-01: Changed the requirement for written notices to be mailed from 10 days prior to public hearing to 15 days prior to public hearing.

2-02(2.), 2-02-02: Added an Administrative Review Permit process for telecommunications towers.

2-02-03: Removed building permit requirement for oil and gas wells; these have their own land use permit. Added a requirement for contractor registration for building permits. Changed the extension for a building permit that may be granted by the Chief Building Official to be 180 days.

2-06-02: Changed the duration of valid registration for electrical and plumbing contractors from one year to three years.

2-02-09-07: Added “accessory outdoor storage” to Conditional Use Permit development applications.

2-02-15-05: Modified language to clarify the County’s authority in adding conditions on rezoning requests.

Chapter 3

3-07 (Use Chart):

- Moving “Auto towing and storage yards” from Light Industry to Heavy Retail and Heavy Services and making it not permitted in the Agricultural, C-5, and I-1 zone districts.
- Adding a use category of “Event Center” and removing “Auditoriums” and “Assembly halls”.
- Allowing solar energy systems within large, Agricultural zone districts, as well as Commercial and Industrial districts, while keeping them as conditional uses in Residential zone districts.
- Adding “Heavy logistics center” as a use in Heavy Industry, making the use conditional in I-1 and permitted in I-2.
- Adding “Light logistics center” as a use in Light Industry, making the use conditional in C-5 and permitted in all industrial zone districts.
- Changing the permitted, conditional, and prohibited uses for the Industrial-I and Industrial-2 zone districts, focused on changes to the Industrial Uses category.
- Making many heavy industrial land uses no longer conditionally permitted in the Agriculture-2 zone district.

- Making “Cement, cinder block, concrete, lime or plaster manufacturing” a conditional or permitted use in the I-1 zone district, depending on adherence to the performance standards proposed in Chapter 4.
- Adding “Hemp Manufacturing and Processing” as a use under Moderate Manufacturing or Processing.

3-08: Adding small and medium-scale solar energy systems to permitted conditional industrial uses in the **Agricultural-1 (A-1)** zone district.

3-09: Adding small-scale solar energy systems to permitted principal industrial uses in the **Agricultural-2 (A-2)** zone district; adding medium and large-scale solar energy systems to permitted conditional industrial uses.

3-10: Adding small and medium-scale solar energy systems to permitted principal industrial uses in the **Agricultural-3 (A-3)** zone district; adding large-scale solar energy systems to permitted conditional industrial uses

3-11: Adding small and medium-scale solar energy systems to permitted conditional industrial uses in the **Residential Estate (RE)** zone district.

3-13: Adding small-scale solar energy systems to permitted conditional industrial uses in the **Residential-1-C (R-1-C)** zone district.

3-14: Adding small-scale solar energy systems to permitted conditional industrial uses in the **Residential-2 (R-2)** zone district.

3-15: Adding small-scale solar energy systems to permitted conditional industrial uses in the **Residential-3 (R-3)** zone district.

3-16: Adding small-scale solar energy systems to permitted conditional industrial uses in the **Residential-4 (R-4)** zone district.

3-17: Adding small-scale solar energy systems to permitted conditional industrial uses in the **Mobile Home (MH)** zone district.

3-18: Adding small-scale solar energy systems to permitted conditional industrial uses in the **Commercial-0 (C-0)** zone district.

3-19: Adding small-scale solar energy systems to permitted conditional industrial uses in the **Commercial-1 (C-1)** zone district

3-20: Adding small and medium-scale solar energy systems to permitted conditional industrial uses in the **Commercial-2 (C-2)** zone district

3-21: Adding small and medium-scale solar energy systems to permitted conditional industrial uses in the **Commercial-3 (C-3)** zone district.

3-22: Adding small and medium-scale solar energy systems to permitted principal industrial uses in the **Commercial-4 (C-4)** zone district; adding large-scale solar energy systems to permitted conditional industrial uses.

3-23: Adding small and medium-scale solar energy systems to permitted principal industrial uses in the **Commercial-5 (C-5)** zone district; adding large-scale solar energy systems to permitted conditional industrial uses.

3-24: Removing accessory outdoor storage, bulk fuel storage and sale, landscape storage yards, and lumber mills as a principally permitted industrial uses in the **Industrial-1 (I-1)** zone district; adding small and medium-scale solar energy systems to permitted principal industrial uses; adding large-scale solar energy systems to permitted conditional industrial uses; adding accessory outdoor storage, cement and concrete manufacturing, and landscape storage yards to permitted conditional industrial uses.

3-25: Excepting auto towing and storage yards from principally permitted commercial uses in the **Industrial-2 (I-2)** zone district; adding small and medium-scale solar energy systems to permitted principal industrial uses; adding large-scale solar energy systems to permitted conditional industrial uses; adding auto towing and storage yards to permitted conditional uses; adding asphalt and concrete manufacturing, salvage yards, sawmills, and storage and disassembly of vehicles and the re-assembly of various parts to permitted conditional industrial uses.

3-26: Adding small and medium-scale solar energy systems to permitted principal industrial uses in the **Industrial-3 (I-3)** zone district; adding large-scale solar energy systems to permitted conditional industrial uses.

3-29: Adding small-scale solar energy systems to permitted conditional industrial uses in the **Public Lands, Parks, Open Space, and Facilities (PL)** zone district; adding medium and large-scale solar energy systems to permitted conditional uses.

3-30: Changing Front Range Airport to Colorado Air and Space Port.

3-31: Adding solar energy facilities as a principal permitted use in the **Aviation (AV)** zone district.

3-32: Adding solar energy facilities as a principal permitted use in the **Denver International Airport (DIA)** zone district.

3-34: Changing Front Range Airport to Colorado Air and Space Port.

Chapter 4

4-03-03-02-10: Adding requirements and performance standards for “Solar energy system, Accessory”.

4-03-04-02-01: Clarifying how to calculate the size for an “Accessory Dwelling Unit”.

4-06-01-02-01-03: Changing the threshold for a retaining wall to require a building permit from two feet to four feet, in accordance with the International Building Code.

4-07-01-02-02-01: Clarifying that all fences more than 42 inches in height require a building permit.

4-07-01-02-02-02: Changing the threshold for a retaining wall to require a building permit from two feet to four feet, in accordance with the International Building Code.

4-08-01-02-02-09: Changing the threshold for a retaining wall to require a building permit from two feet to four feet, in accordance with the International Building Code.

4-09-01-04-12: Changing the threshold for a retaining wall to require a building permit from two feet to four feet, in accordance with the International Building Code.

4-09-02-07: Modifying performance standards for telecommunications towers and adding standards for 5G.

4-09-02-12-03: Adding performance standards for “Event Center” and removing those for “Auditoriums” and “Assembly halls”.

4-10-01-03-12: Changing the threshold for a retaining wall to require a building permit from three feet to four feet, in accordance with the International Building Code.

4-10-02-05-08: Adding requirements and performance standards for solar energy systems.

4-10-02-07-01: Adding performance standards for “Cement, cinder block, concrete, lime or plaster manufacturing”.

4-12-03-05: Adding a performance standard for residential parking surfaces.

4-12-04-03: Changing the parking requirements for Auditoriums, assembly halls, theaters to requirements for Event Center.

4-14: Changes to the On-Premise Sign development standards, including reducing the height of on-premise signs and making one category of temporary signs.

4-15: Changes to wording with the Off-Premise Sign development standards.

4-18: Changing “house of worship” to “place of worship” in order to be consistent in wording.

Chapter 11

- Adding definitions for:
 - Auto Towing and Storage Yard
 - Heavy Logistics Center
 - Hemp Manufacturing and Processing
 - Salvage Yard
 - Solar Energy System
 - Solar Energy System, Large-Scale
 - Solar Energy System, Medium-Scale
 - Solar Energy System, Small Scale
 - Utility Production or Processing Facility

****Several typos have been corrected and can be seen in the redlined documents, but are not listed here.**

Exhibit 3 – Outreach Meetings

**Adams County Regulation Amendments
Solar Stakeholder Meeting
August 8, 2019 3pm-4:30pm**

[illegible]

Adams County Regulation Amendment Outreach Sign-in

Monday September 23, 2019; 5:30-7:30 pm
Anythink Library- 9417 Huron Thornton, Colorado

Name	Contact Information
Dave Sauer	Sauerd@mapleton.wd
Gary Young	gary@streetmediagroup.com
Troy Hammond	troy.hammond@streetmediagroup.com
WINONA/BILLY MUSGROVE	WRMBJM@msn.com
Todd Messenger	tmessenger@fwlaw.com
LINDA LEONARD	le Eyesof02@msn.com

Adams County Regulation Amendment Outreach Sign-in

Wednesday September 25, 2019; 5:30-7:30 pm
Adams County Government Center

[illegible]

Industrial Users-Sign-In Sheet Stakeholder Meeting

EMAIL ADDRESS

[illegible]

Exhibit 4 – Referral Comments

From: [Nicci Beauprez](#)
To: [Jen Rutter](#)
Subject: RE: Adams County - Request for Comments - Regulation Amendments (PLN2019-00014)
Date: Friday, November 8, 2019 4:38:35 PM

Jen,

Seán and I discussed this. We don't have much to comment on for the actual regulations. We offer:

As solar becomes outdated and as the economy might change, it may be helpful to set expectations of care for the site and improvements

- mowing,
- not allowing weeds at a certain points,
- prairie dogs, etc...
- broken or run down equipment
- batteries that might be stored on site.

Then when and if the site might be abandoned – say the economy changes, what can we do to limit:

- the unwanted sight of unmanaged or unkept equipment.
- Abandoned utilities

Here are Seán's comments:

Nicci,

Just in case we can't catch up today, my comments are generally around suggestions to CED for their regulatory input on solar developments. I would suggest that they consider requirements or standards around:

- Solar of any significant size is anticipated to connect to the PUC at a local level. It is encouraged that as apart of approval that an authorization letter from the PUC be required (similar to a letter of authorization by the land owner).
 - If the solar is for a private user, this may change the PUC requirements, but may increase the rigors of a building permit or inspections???
- Site maintenance and care is different for both landscaping (plant materials) and storm water controls around these large area developments. Some consideration for periodic inspection, quality of control (weeds or otherwise) as well as storm water might need to be considered.
 - In other words, what are the landscaping and storm water requirements for these types of facilities?
- The physical materials within a solar panel may contain heavy metals or other potentially hazardous materials. In addition to systems beyond reasonable life (estimate at 20-30 years), should there be some consideration of requirement for proper removal, repurposing, and/or recycling.
- I don't know how to control it, or if it is even possible, but consideration of "raw" or "greenfield" lands (possible discouragement) versus placing solar in otherwise undevelopable locations (highly encouraged) (e.g. landfills) could be considered.

I don't think most of this is new thoughts for CED, and in many cases it may have little to no impact to the formal regulations, but would be considerations from my perspective.

Hope that helps.



Seán Braden

Manager of Planning, Design & Construction, Facilities & Fleet Management
ADAMS COUNTY, COLORADO
4430 S Adams County Pkwy, Suite 1700
Brighton, CO 80601
or 720.523.6003 | sbraden@adco.gov
www.adco.gov

That is all we had.

Nicci Beauprez

Project Manager – Land & Assets, *Fleet & Facilities Management*

Government Center, 1st Floor C1700 | o: 720.523.6060 | www.adcogov.org

From: Jen Rutter <JRutter@adcogov.org>

Sent: Monday, October 21, 2019 11:10 AM

To: Adam Burg <ABurg@adcogov.org>; Andres M. Carrera <AMCarrera@adcogov.org>; Dave Ruppel <DRuppel@adcogov.org>; Bob Lewan <BLewan@adcogov.org>; Nicci Beauprez <NBeauprez@adcogov.org>

Subject: Adams County - Request for Comments - Regulation Amendments (PLN2019-00014)

Good afternoon,

Attached is the request for comments for proposed amendments to the Adams County Development Standards and Regulations (Case #**PLN2019-00014**).

Comments on this case are due to me by **Friday, November 8, 2019**. The referral includes a summary of the proposed amendments. Redlined drafts of the amendments, a summary of the proposed changes, and all the public presentations that have been given so far are posted on the County's website at <http://www.adcogov.org/regulation-amendments>. You can also view the request for comments at <http://www.adcogov.org/planning/currentcases>.

PLEASE NOTE: The redlined documents posted online are working drafts and we will be making changes as we receive feedback from the public and stakeholders. Please send your comments and questions to me at jrutter@adcogov.org.

Please let me know if you have any questions regarding this case or the proposed regulation amendments. Thanks in advance for your review of this case.

Thank you,
Jen

Jen Rutter

Development Services Manager, *Community & Economic Development Department*

ADAMS COUNTY, COLORADO

4430 South Adams County Parkway, 1st Floor, Suite W2000A

Brighton, CO 80601

o: 720.523.6841 | jrutter@adcogov.org

www.adcogov.org

From: [Whitney Even](#)
To: [Jen Rutter](#)
Subject: ACFR Referral Review - Case PLN2019-00014
Date: Thursday, October 31, 2019 9:07:38 AM
Attachments: [image001.png](#)

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

Good morning Jen,

We have reviewed the 2019 Fall Regulation Amendments and do not have any comments at this time. Thank you!



Whitney Even
Adams County Fire Rescue
7980 Elmwood Lane
Denver, CO 80221
O: 303-539-6802
C: 720-505-7146

Public Works and Development

6924 South Lima Street
Centennial, CO 80112-3853
Phone: 720-874-6500
Fax: 720-874-6611
Relay Colorado: 711
www.arapahoegov.com

BRYAN D. WEIMER, PWLF
Director

November 6, 2019

Jen Rutter
Adams Count Development Services Manager
4430 S Adam County Pkwy, 1st Floor, Suite W2000A
Brighton, CO 80601

Re: Regulation Amendments
PLN2019-00014

Arapahoe County Engineering thanks you for giving us the opportunity to review the referral documents for the Regulation Amendments. Engineering Staff has reviewed the proposed Regulation Amendments. The Engineering Division has no comments regarding the referral at this time based on the information submitted.

Please know that other Divisions in the Arapahoe County Public Works Department may submit comments as well.

If you have any questions, please feel free to contact our offices at 720-874-6500.

Sincerely,

Sarah White
Engineering Services

From: [Terri Maulik](#)
To: [Jen Rutter](#)
Cc: [Referrals](#)
Subject: AC Case No O19-157 re: ADAMS REF/PLN2019-00014/REGULATION AMENDMENTS
Date: Monday, October 28, 2019 2:10:08 PM
Attachments: [image001.png](#)

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

Jen,

Thank you for the opportunity to review and comment on this project. The Arapahoe County Planning Division has no comments; however, other Divisions and/or Departments in Arapahoe County may submit comments.

Terri

Terri L. Maulik | Duty Planner | Arapahoe County Public Works & Development
6924 S Lima St, Centennial, CO 80112-3853
Direct: 720-874-6840 | Planning Main: 720-874-6650
Website: <http://www.arapahoegov.com> | Citizen Access to ACA <https://citizenaccess.arapahoegov.com>



Subject: O19-157 ADAMS REF/PLN2019-00014/REGULATION AMENDMENTS

From: Jen Rutter <JRutter@adcogov.org>
Sent: Friday, October 18, 2019 2:48 PM
To: Jen Rutter <JRutter@adcogov.org>
Subject: Adams County - Request for Comments - Regulation Amendments (PLN2019-00014)

Good afternoon,

Attached is the request for comments for proposed amendments to the Adams County Development Standards and Regulations (Case #**PLN2019-00014**).

Comments on this case are due to me by **Friday, November 8, 2019**. The referral includes a summary of the proposed amendments. Redlined drafts of the amendments, a summary of the proposed changes, and all the public presentations that have been given so far are posted on the

County's website at <http://www.adcogov.org/regulation-amendments>. You can also view the request for comments at <http://www.adcogov.org/planning/currentcases>.

PLEASE NOTE: The redlined documents posted online are working drafts and we will be making changes as we receive feedback from the public and stakeholders. Please send your comments and questions to me at jrutter@adcogov.org.

Please let me know if you have any questions regarding this case or the proposed regulation amendments. Thanks in advance for your review of this case.

Thank you,
Jen

Jen Rutter

Development Services Manager, *Community & Economic Development Department*

ADAMS COUNTY, COLORADO

4430 South Adams County Parkway, 1st Floor, Suite W2000A

Brighton, CO 80601

o: 720.523.6841 | jrutter@adcogov.org

www.adcogov.org

From: [BFR Plan Reviews](#)
To: [Jen Rutter](#)
Subject: RE: Adams County - Request for Comments - Regulation Amendments (PLN2019-00014)
Date: Friday, November 1, 2019 2:42:43 PM

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

Good afternoon,

At this time the Fire District has no comments or concerns.

Thank you!

Carla Gutierrez
Fire Inspector
Brighton Fire Rescue District
500 S. 4th Ave. 3rd Floor
Brighton, CO 80601
303-654-8042
www.brightonfire.org

From: Jen Rutter <JRutter@adcogov.org>
Sent: Friday, October 18, 2019 2:48 PM
To: Jen Rutter <JRutter@adcogov.org>
Subject: Adams County - Request for Comments - Regulation Amendments (PLN2019-00014)

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Please let me know if you have any questions regarding this case or the proposed regulation amendments. Thanks in advance for your review of this case.

Thank you,
Jen

Jen Rutter

Development Services Manager, *Community & Economic Development Department*

ADAMS COUNTY, COLORADO

4430 South Adams County Parkway, 1st Floor, Suite W2000A

Brighton, CO 80601

o: 720.523.6841 | jrutter@adcogov.org

www.adcogov.org

From: [Ingrum, Porter](#)
To: [Jen Rutter](#)
Subject: RE: Adams County - Request for Comments - Regulation Amendments (PLN2019-00014)
Date: Monday, October 28, 2019 11:31:56 AM

Exhibit 4.6

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

Ms. Rutter,

See comments below. If additional city departments comment on these proposed amendments they will be forwarded to you by November 8, 2019

1. Under Chapter 3 Summary, Adams County is proposing the allowance of solar energy systems in large Ag zone districts. These are the areas of Adams County that are interspersed with City annexed lands in the NE Plains. For applications near City limits please continue referring these applications to the City for comment.
2. Under Chapter 3 Summary, auto towing and storage yards are proposed to be allowed in "Heavy Retail and Heavy Services." For applications near City limits please continue referring these applications to the City for comment.

R. Porter Ingrum, AICP
Planner II
City of Aurora Planning and Development Services Department
Planning Division
15151 E. Alameda Parkway, Ste 2300
Aurora, CO 80012
ph:303-739-7227
e-mail: pingrum@auroragov.org

From: Jen Rutter <JRutter@adcogov.org>
Sent: Friday, October 18, 2019 2:48 PM
To: Jen Rutter <JRutter@adcogov.org>
Subject: Adams County - Request for Comments - Regulation Amendments (PLN2019-00014)

Good afternoon,

Attached is the request for comments for proposed amendments to the Adams County Development Standards and Regulations (Case #PLN2019-00014).

Comments on this case are due to me by **Friday, November 8, 2019**. The referral includes a

summary of the proposed amendments. Redlined drafts of the amendments, a summary of the proposed changes, and all the public presentations that have been given so far are posted on the County's website at <http://www.adcogov.org/regulation-amendments>. You can also view the request for comments at <http://www.adcogov.org/planning/currentcases>.

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Please let me know if you have any questions regarding this case or the proposed regulation amendments. Thanks in advance for your review of this case.

Thank you,
Jen

Jen Rutter

Development Services Manager, *Community & Economic Development Department*

ADAMS COUNTY, COLORADO

4430 South Adams County Parkway, 1st Floor, Suite W2000A

Brighton, CO 80601

o: 720.523.6841 | jrutter@adcogov.org

www.adcogov.org

From: [Nick Perugini](#)
To: [Jen Rutter](#)
Subject: Request for Comments - Regulation Amendments (PLN2019-00014)
Date: Monday, October 21, 2019 12:20:07 AM

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

Jen,

Thank you for the opportunity to comment on proposed amendments to the Adams County Development Standards and Regulations (Case #PLN2019-00014).

My feedback and suggestion are as both a commercial-scale solar developer and as the Board Chair of the Colorado Solar and Storage Association (COSSA).

I don't profess to fully comprehend all the Adams County many zoning designations (the current book totals 307 pages) yet please see these as constructive suggestions that I have seen implemented similarly in other areas of the country.

Feedback:

Chapter 11:

- Solar energy systems (small-, medium-, and large-scale)

Please strongly encourage definitions are based on *actual ground area coverage* for several reasons:

1. Rooftop solar should not be restricted by zoning (other than historical for visual reasons). Big buildings are generally only in commercial, industrial, and occasionally in agricultural zones, thereby big rooftop systems only end up in those zones, and many times rooftop systems are not visible anyway.
2. Please avoid size categories by kilowatt (kW) or voltage or other electrical designation because these will need to change regularly in the years to come as technology advances and solar panel power densities increase. Most other uses are limited by square footage or acres - solar should be the same.
3. Suggested size categories should be based on actual ground coverage area and might include: small = less than 20 acres, medium = 20 to 200 acres, large = greater than 200 acres. Noting that the USDA census classifies a small *farm* as being 179 acres or less in size. The area could be modified to appropriately match your A-1, A-2, A-3 or other zonings.
4. Suggest a definition for 'rooftop' solar energy system. This helps avoid inadvertently creating a non-permitted use of on-site rooftop solar systems. Also, a definition for 'carport' (a.k.a covered parking) solar energy systems on existing parking lots should not be limited by size because this dual use of already developed land should be welcomed. Lastly, a 'residential' system definition might benefit further clarification to avoid conflicts that could arise under a small-scale definition.

Chapter 3:

Allowing solar energy systems within large, Agricultural zone districts, while keeping them as conditional uses in other zone districts.

Of course we agree solar energy systems should be allowed in large, agricultural zones, however, they should not be conditional in all other zone districts. Clarification can solve this.

1. As new definitions are also intended to codify and define small, medium, and large-scale solar energy systems, each should be a permitted use in zones by their system land

area within their appropriate zone on the County use chart - not only in "large, Agricultural zone districts". ie. IF the definitions of solar systems are based on land area coverage, then: Small-scale solar should be permitted in all zone districts (except maybe historical, and always subject to all other applicable codes, setbacks, etc.). I did not disallow in Residential zone so as to allow for Community Solar Gardens, though that should be conditional in an R zone. Medium-scale systems should be allowed as a permitted use on all but residential zoned or inappropriate sized lots. Large-scale systems as a permitted use in only a few select zone districts and conditional use in only a few other certain zone districts.

Thanks again for the opportunity to chime in.

I didn't see redlines on the web site, but I am happy to make another pass when ready.

- Nick

Nick Perugini

VP, Partner and Project Development, Solaris Energy

[COSSA](#) Board Chair (formerly COSEIA)

430 North College Ave., Suite 440, Fort Collins, CO 80524 (<-- NEW ADDRESS)

O: 970.279.3137

M: 303.817.3104 (always best)

NPerugini@BuildSolaris.com

www.buildsolaris.com

www.atmosphereconservancy.org

www.BuildSolaris.com



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From: [Thyne - DNR, Ailis](#)
To: [Williams - DNR, Joanna](#); [Jen Rutter](#)
Subject: Re: Adams County - Request for Comments - Regulation Amendments (PLN2019-00014)
Date: Wednesday, October 30, 2019 1:42:24 PM

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

Dear Jen Rutter,

This office has no comments regarding the proposed amendments to the Adams County Development Standards and Regulation.

If you have any questions, please contact me at 303-866-3581 ext. 8216.

Sincerely,

Ailis Thyne
Water Resource Engineer



P 303.866.3581 x 8216

1313 Sherman Street, Room 818, Denver, CO 80203

ailis.thyne@state.co.us | www.colorado.gov/water

On Mon, Oct 21, 2019 at 7:06 AM Williams - DNR, Joanna <joanna.williams@state.co.us> wrote:

Hi Ailis,
Could you please review this.
Thanks
Joanna

From: **Jen Rutter** <JRutter@adcogov.org>
Date: Fri, Oct 18, 2019 at 2:48 PM
Subject: Adams County - Request for Comments - Regulation Amendments (PLN2019-00014)
To: Jen Rutter <JRutter@adcogov.org>

Good afternoon,

Attached is the request for comments for proposed amendments to the Adams County Development Standards and Regulations (Case #**PLN2019-00014**).

Comments on this case are due to me by **Friday, November 8, 2019**. The referral includes a summary of the proposed amendments. Redlined drafts of the amendments, a summary of the proposed changes, and all the public presentations that have been given so far are posted on the County's website at <http://www.adcogov.org/regulation-amendments>. You can also view the request for comments at <http://www.adcogov.org/planning/currentcases>.

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Please let me know if you have any questions regarding this case or the proposed regulation amendments. Thanks in advance for your review of this case.

Thank you,

Jen



Jen Rutter

Development Services Manager, *Community & Economic Development Department*

ADAMS COUNTY, COLORADO

4430 South Adams County Parkway, 1st Floor, Suite W2000A

Brighton, CO 80601

O: 720.523.6841 | jrutter@adcogov.org

www.adcogov.org

--

Joanna Williams, P.E.
Water Resource Engineer



P 303.866.3581 x 8265

1313 Sherman Street, Room 821, Denver, CO 80203

Joanna.Williams@state.co.us | www.colorado.gov/water

From: [Patrick Conroy](#)
To: [Jen Rutter](#)
Cc: [Frank Fields](#); [Gerri Ventura](#)
Subject: Re: Adams County - Request for Comments - Regulation Amendments (PLN2019-00014)
Date: Thursday, October 24, 2019 2:07:27 PM

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

The Strasburg Fire Protection District has no comments or objections to the proposed amendments to the Adams County Development Standards and Regulations. (PLN2019-0004).

Thank you.

Patrick Conroy, CFEI
ICC Certified Building Official
ICC Certified Fire Marshal
Colorado Fire Plans Examiner
Fire Marshal
Strasburg Fire Protection District
Station: 303-622-4444 ☐
Cell: 720-775-8515

On Mon, Oct 21, 2019 at 11:17 AM Gerri Ventura <gventura@svfd8.org> wrote:

----- Forwarded message -----

From: **Jen Rutter** <JRutter@adcogov.org>
Date: Fri, Oct 18, 2019 at 2:48 PM
Subject: Adams County - Request for Comments - Regulation Amendments (PLN2019-00014)
To: Jen Rutter <JRutter@adcogov.org>

Good afternoon,

Attached is the request for comments for proposed amendments to the Adams County Development Standards and Regulations (Case #PLN2019-00014).

Comments on this case are due to me by **Friday, November 8, 2019**. The referral includes a summary of the proposed amendments. Redlined drafts of the amendments, a summary of the proposed changes, and all the public presentations that have been given so far are posted on the County's website at <http://www.adcogov.org/regulation-amendments>. You can also view the request for comments at <http://www.adcogov.org/planning/currentcases>.

PLEASE NOTE: The redlined documents posted online are working drafts and we will be making changes as we receive feedback from the public and stakeholders. Please send your comments and questions to me at jrutter@adcogov.org.

Please let me know if you have any questions regarding this case or the proposed regulation amendments. Thanks in advance for your review of this case.

Thank you,

Jen



Jen Rutter

Development Services Manager, *Community & Economic Development Department*

ADAMS COUNTY, COLORADO

4430 South Adams County Parkway, 1st Floor, Suite W2000A

Brighton, CO 80601

O: 720.523.6841 | jrutter@adcogov.org

www.adcogov.org

--

Gerri Ventura

District Clerk, Strasburg Fire Protection District #8

P.O. Box 911

56281 E. Colfax Avenue

Strasburg, CO 80136-0911

303-622-4444 option 1

gventura@svfd8.org

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From: [Dan Biro](#)
To: [Jen Rutter](#)
Subject: RE: Adams County - Request for Comments - Regulation Amendments (PLN2019-00014)
Date: Thursday, October 24, 2019 9:28:12 AM

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

Hi Jen,

No comments on this review.

Regards,

Dan Biro, P.E.

Deputy Fire Marshal
Thornton Fire Department

dan.biro@cityofthornton.net
303-538-7663

9500 Civic Center Drive
Thornton, CO 80229
www.cityofthornton.net

From: Laurie Davidson <Laurie.Davidson@cityofthornton.net>
Sent: Friday, October 18, 2019 2:53 PM
To: Dan Biro <Dan.Biro@cityofthornton.net>; Stephanie Harpring <Stephanie.Harpring@cityofthornton.net>
Subject: FW: Adams County - Request for Comments - Regulation Amendments (PLN2019-00014)

From: Jen Rutter <JRutter@adcogov.org>
Sent: Friday, October 18, 2019 2:48 PM
To: Jen Rutter <JRutter@adcogov.org>
Subject: [EXTERNAL] Adams County - Request for Comments - Regulation Amendments (PLN2019-00014)

Good afternoon,

Attached is the request for comments for proposed amendments to the Adams County Development Standards and Regulations (Case #**PLN2019-00014**).

Comments on this case are due to me by **Friday, November 8, 2019**. The referral includes a

summary of the proposed amendments. Redlined drafts of the amendments, a summary of the proposed changes, and all the public presentations that have been given so far are posted on the County's website at <http://www.adcogov.org/regulation-amendments> [adcogov.org]. You can also view the request for comments at <http://www.adcogov.org/planning/currentcases> [adcogov.org].

PLEASE NOTE: The redlined documents posted online are working drafts and we will be making changes as we receive feedback from the public and stakeholders. Please send your comments and questions to me at jrutter@adcogov.org.

Please let me know if you have any questions regarding this case or the proposed regulation amendments. Thanks in advance for your review of this case.

Thank you,
Jen

Jen Rutter

Development Services Manager, *Community & Economic Development Department*

ADAMS COUNTY, COLORADO

4430 South Adams County Parkway, 1st Floor, Suite W2000A

Brighton, CO 80601

o: 720.523.6841 | jrutter@adcogov.org

www.adcogov.org [adcogov.org]



Exhibit 4.11

November 7, 2019

Jen Rutter
Adams County Community and Economic Development
4430 South Adams County Parkway, Suite W2000A
Brighton, CO 80601

RE: 2019 Fall Regulation Amendments, PLN2019-00014
TCHD Case No. 5924

Dear Ms. Rutter,

Thank you for the opportunity to review and comment on the text amendments to certain sections of the County's Development Standards and Regulations, including the sign code, processes for permitting cell towers and solar facilities, changes to allowed uses in Industrial-1 and -2 zone districts, and other administrative updates. 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 amendments, TCHD has no comments.

Please feel free to contact me at 720-200-1585 or aheinrich@tchd.org if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "AHF".

Annemarie Heinrich Fortune, MPH/MURP
Land Use and Built Environment Specialist

cc: Sheila Lynch, Monte Deatrich, TCHD



Right of Way & Permits

1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: **303.571.3306**
Facsimile: 303. 571. 3284
donna.l.george@xcelenergy.com

October 28, 2019

Adams County Community and Economic Development Department
4430 South Adams County Parkway, 3rd Floor, Suite W3000
Brighton, CO 80601

Attn: Jen Rutter

Re: Regulation Amendments, Case # PLN2019-00014

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the request for the **Regulation Amendments**. Please be advised that Public Service Company has existing natural gas and electric distribution and transmission facilities throughout the County. Public Service Company has no objection to the proposed amendments, contingent upon PSCo's ability to maintain all existing rights and these amendments should not hinder our ability for future expansion, including all present and any future accommodations for natural gas transmission and electric transmission related facilities.

Donna George
Right of Way and Permits
Public Service Company of Colorado dba Xcel Energy
Office: 303-571-3306 – Email: donna.l.george@xcelenergy.com

Exhibit 5 – Public Comments



Todd G. Messenger
(303) 894-4469
tmessenger@fwlaw.com

September 25, 2019

Sent via E-Mail

Jill Jennings Golich, Director
Community and Economic Development
Adams County, Colorado
4430 S. Adams County Parkway
1st Floor, Suite W2000A
Brighton, CO 80601-8216

Re: Proposed Amendments to Sign Regulations

Dear Ms. Jennings Golich:

On June 24, 2019, we met with Mr. Barnes and Ms. Bajelan to discuss two pending applications for StreetMedia Group, LLC. During that meeting, Mr. Barnes mentioned that the County was developing and would be considering proposed amendments to the County's sign code, Section 4-14 of the Adams County Development Standards & Regulations. Mr. Barnes suggested that StreetMedia Group could participate in that process and submit suggested amendments to the County for consideration.

To that end, we offer the enclosed proposed amendments to Section 4-14. We respectfully submit that these proposed changes to the Code are modest in terms of their impact, but go a long way towards: (1) ensuring that the Code will not be vulnerable to constitutional attack in a post-*Reed v. Gilbert* legal environment; (2) optimizing view angles and reducing the impacts of internally lit and electronic signage on surrounding properties; and (3) providing standards for decision-makers and code enforcement officers as to provisions that are currently difficult or impossible to interpret and enforce.

As we understand it, the County is considering other changes to the substance of the sign code. Some of the proposed changes address the size, height, and numbers of "on-premises" signs. To the extent that these proposals create further limitations on signage (or to the extent they preserve a potentially "content-based" legal approach), we believe that a more extensive process is in order.

Adams County is very large, and for better or worse, the sign regulations have been in place a long time. Consequently, there is a diverse community of business owners, institutions, and contractors that rely upon them. Based on our nearly two decades of experience leading similar code reform projects, we suggest that the County defer further limitations on signage for full consideration during the County's anticipated comprehensive code reform efforts, which we have heard are expected to start in 2021.

Jen Rutter
September 25, 2019
Page 2

That said, changes that tend to increase compliance (*e.g.*, increasing the allowable sign area for “menu boards”), or address known issues that are not likely to be controversial (*e.g.*, allowing “secondary” signs at points of vehicular ingress and egress to nonresidential property), are generally not controversial. Indeed, these are likely to be welcomed by a broad range of end-users, whether they know about them in advance or not.

It is in this spirit that the attachments to this letter are offered.

I. CLEANUP AND MEASUREMENT

The first proposed amendment provides clarifications with respect to administration of certain provisions of Sections 4-14 and 4-15 that are currently not clear, and in some cases, potentially unenforceable due to vagueness. This proposal addresses a variety of issues, including the relationship between County regulations and Colorado Department of Transportation regulations; increasing flexibility for the installation of multi-faced signs that offset sign faces at angles; removal of some content-based distinctions (see proposed Message Substitution Amendment (Attachment 2) for more complete solution to this issue); clarification of measurements for brightness of electronic message centers; addition of standards for decision-making regarding reduced setbacks for billboards; and revisions to the process for approval of billboards in order to address a 2009 Colorado Court of Appeals decision on prior restraints and the timing of sign permit approvals.

The proposed Cleanup and Measurement Amendment, attached as Attachment 1, includes annotations in italics to explain the rationale of each proposed change to Section 4-14 and Section 4-15.

II. MESSAGE SUBSTITUTION AMENDMENT

A. *Generally.* The second proposed amendment is a message substitution clause (proposed to be located at a new Section 4-14-02-01 and added to Section 4-15’s preliminary text in substantially the same form), which would allow any permitted sign to display any message. The proposed Message Substitution Amendment does not include annotation. Instead, the rationale for the proposed amendment follows.

B. *Rationale for Amendment.* From 1981 until 2015, the typical message substitution clause would allow the substitution of a noncommercial message for a commercial message, in order to avoid constitutional issues under the rationale articulated by the U.S. Supreme Court in

Jen Rutter

September 25, 2019

Page 3

Metromedia, Inc. v. City of San Diego, 453 U.S. 490 (1981). That case recognized that noncommercial speech enjoys greater protection than commercial speech under the First Amendment, and therefore noncommercial speech cannot be put at a disadvantage in a sign code. However, *Metromedia* allowed government to continue to regulate commercial messages based on whether they were “on-premises” or “off-premises.”

After the U.S. Supreme Court decided *Reed v. Gilbert* in 2015, it is an open question whether a local government may regulate the content of a sign *at all* (including distinguishing between on-premises and off-premises signs), absent a “compelling governmental interest” and “narrowly tailored” means to advance that interest. The *Reed* case announced a sea change in the way the Court would review sign codes: first, the Court would examine the text of the code to see if it made distinctions among signs based on content; and then the Court would evaluate whether the regulations were targeted at content even if the text was facially content-neutral.

On the one hand, some federal courts after *Reed* have upheld sign regulations that include distinctions between on-premises and off-premises advertising, limiting the holding of *Reed v. Gilbert* to regulation of noncommercial speech. *See, e.g., Contest Promotions, LLC v. City & County of San Francisco*, 874 F.3d 597, 601 (9th Cir. 2017). On the other hand, some federal courts have struck down comparable provisions on the basis that *Reed v. Gilbert* is not limited to noncommercial speech. *See, e.g., Thomas v. Schroer*, 127 F. Supp. 3d 864, 873 (W.D. Tenn. 2015). Indeed, nothing that is set out in the majority opinion in *Reed* appears to limit how the Court will approach its review of sign regulations in the future. Consequently, we believe that *Thomas v. Schroer* sets out the more persuasive line of reasoning. Just this month, the Sixth Circuit decided *Thomas v. Bright*, 2019 U.S. App. LEXIS 27364 (6th Cir Sept. 11, 2019), which affirmed the reasoning, but narrowed the scope of the *Thomas* case to noncommercial speech, based on to the nature of the message that was displayed on the sign that generated the litigation.

While we cannot predict whether the 10th Circuit or the U.S. Supreme Court will follow the *Thomas v. Schroer* / *Thomas v. Bright* reasoning, we think the trajectory of First Amendment law is to offer increasing amounts of constitutional protection for “commercial speech.” Our proposed message substitution clause would create a virtual “force field” against *any* First Amendment based attack. If the Courts decide that treating on-premises and off-premises signs is constitutionally off-limits, the County is protected. If not, the County is still protected.

We are aware of the arguments that eliminating the on-premises / off-premises distinction will create sign clutter, or result in the proliferation of billboards. However, experience does not bear that out. For example, the City of Centennial abandoned the on-premises / off-premises distinction in its sign code in 2011, anticipating (correctly) that a case like *Reed* would eventually be decided. After eight years of successful implementation, there is no evidence that Centennial is suffering from a sign clutter problem. Centennial regulates the number, size, height, illumination,

Jen Rutter

September 25, 2019

Page 4

and location of signs, based on form and zoning district, not content. These regulations keep sign clutter in check.

Centennial is not an anomaly. It is a leader. Since the *Reed v. Gilbert* decision, at least five other municipalities have followed the Centennial model for content-neutrality, including Garden City,¹ Central City,² Fort Morgan,³ Arvada,⁴ and Alamosa.⁵ None of these municipalities have experienced a proliferation of signage since adopting a purely content-neutral approach to regulation. The content-neutrality issue was not controversial in any of these municipalities.

Still, we are aware that the Colorado Outdoor Advertising Association (“COAA”) may oppose a content-substitution ordinance. The organization may attempt to protect the economic interests of its members by taking the position that allowing the display of an off-premises commercial message on a sign that is not approved for such a message would somehow be “unfair.” Code reform is not unfair. It is well settled in the law that there is no legally cognizable right to the continuation of a particular set of regulations.⁶ In sum, the First Amendment protects the “marketplace of ideas”⁷--not the profits of COAA’s members.

¹ Chapter 16, Article 6, Garden City Municipal Code, adopted 2015

² Chapter 14, Central City Municipal Code, adopted 2015

³ Article 9, Fort Morgan Land Use Code, adopted 2016

⁴ Section 6.17, Arvada Land Development Code, adopted Jan. 2017

⁵ Division 4.7, Alamosa Unified Development Code, adopted Dec. 2017

⁶ See, e.g., *Town of Lyons v. Bashor*, 867 P.2d 159, 160 (Colo. Ct. App. 1993) (observing, “Uses permitted by a particular zoning classification are not vested rights, and subsequent zoning changes are binding on the owners of the property affected. However, a use which lawfully existed prior to the enactment of the zoning ordinance, and which is maintained after the effective date of the ordinance, may continue as a “nonconforming use” even though it does not comply with the zoning changes.”)

⁷ See, e.g., *Matal v. Tam*, 137 S. Ct. 1744, 1766 (2017)



Jen Rutter
September 25, 2019
Page 5

III. CONCLUSION

On behalf of StreetMedia Group, LLC, and in the interest of ensuring that the County's ordinances are both practical and legally defensible, we hope that the County considers the attached proposed amendments favorably. We would be happy to discuss them at your convenience.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Todd Messenger', with a long horizontal line extending to the right.

Todd Messenger
Fairfield and Woods, P.C.

TM:dps

cc: Hon. Eva J. Henry, County Commissioner
Hon. Charles "Chaz" Tedesco, County Commissioner
Hon. Emma Pinter, County Commissioner
Hon. Steve O'Dorisio, County Commissioner
Hon. Mary Hodge, County Commissioner
Christy Fitch, Esq., Assistant County Attorney
Jen Rutter, Development Services Manager
Greg Barnes, Planner III
Layla Bajelan, Planner I

ORDINANCE NO. ____**AN ORDINANCE ADOPTING AMENDMENTS TO THE ADAMS COUNTY
DEVELOPMENT STANDARDS & REGULATIONS, SECTION 4-14, SIGNS AND
OUTDOOR COMMERCIAL ADVERTISING DEVICES AND SECTION 4-15,
OFF-PREMISE SIGN (BILLBOARD)**

WHEREAS, pursuant to § 30-28-111, *et seq.* of the Colorado Revised Statutes (C.R.S.), the Board of County Commissioners of Adams County, Colorado, has the authority to adopt zoning regulations, which may include provisions regarding structures such as signs; and

WHEREAS, the Board of County Commissioners has determined that Section 4-14, *Signs and Outdoor Commercial Advertising Devices*, and Section 4-15, *Off-Premise Sign (Billboard)* contain certain provisions that should be clarified, updated, and modified, in order to avoid misunderstandings regarding their application, and to ensure that certain common issues in the application of the regulations may be addressed without the need for variances or other types of relief; and

WHEREAS, the Board of County Commissioners intends that the County's regulations regarding signs be brought into compliance with Constitutional requirements as articulated in the U.S. Supreme Court case of *Reed v. Gilbert*, 135 S. Ct. 2218 (2015); and

WHEREAS, the Board of County Commissioners has determined that amendments to Sections 4-14 and 4-15 of the Development Standards & Regulations to address content-neutrality, flexibility, and clarity are in the best interest of the citizens of Adams County.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners, County of Adams, State of Colorado as follows:

Sec. 1. Amendments to Section 4-14.

Section 4-14 of the Adams County Development Standards & Regulations is amended as follows:

4-14-02 APPLICABILITY

These sign standards apply to all signs and attractive devices of whatever nature and wherever located, within the unincorporated portions of Adams County except off-premise signs which are regulated by Section 4-15 of these Development Standards and Regulations. All signs or attractive devices not specifically permitted or excepted by this Section 4-~~1401~~ are prohibited.

~~In conjunction with these Development Standards and Regulations, the Colorado Outdoor Advertising Act, C.R.S. 43-1-401 *et. seq.*, and the Colorado Rules and Regulations promulgated there under by the Colorado Department of Transportation shall be adhered to. Nothing in these Standards and Regulations shall be construed to allow advertising devices which are prohibited, or otherwise non-conforming with the Colorado Outdoor Advertising Act.~~

In addition to the regulations set out in this Section 4-14, signs may also be subject to applicable state laws and regulations (e.g., State of Colorado, Department of Highways, "Rules and Regulations Pertaining to Outdoor Advertising," effective January 1, 1984, as may be amended from time to time), federal laws and regulations, and applicable adopted building and electrical codes.

Adams County does not enforce state or federal laws or regulations pertaining to signs except to the extent Adams County has adopted them, or is otherwise specifically required by state law to enforce them. Applicants are advised that approvals pursuant to this Section 4-14 are independent of the laws and regulations of other jurisdictions, and may not be a defense to a violation of applicable state or federal law.

Rationale for proposed amendments:

The proposed edits to Section 4-14-02 would clarify that the County and CDOT have different roles with respect to sign permitting, and where CDOT has jurisdiction, applicants are on notice that CDOT has its own enforcement mechanisms. This provision separates County regulations from CDOT regulations, in order to protect the County from potential litigation with respect to the constitutionality of CDOT regulations in light of the Reed v. Gilbert case.

4-14-04 PROHIBITED SIGN TYPES

Update Item 7 as follows “Any sign or attractive lighting device with exposed incandescent, metal halide, fluorescent light bulbs, or other exposed light source, except permitted electronic message center signs.”

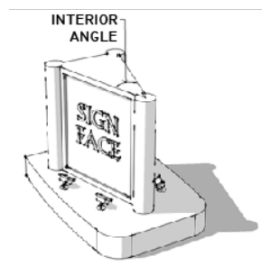
Rationale for proposed amendments:

Electronic message center signs use “other exposed light sources” (typically light emitting diodes) that generate directional light towards the viewer. As such, the proposed amendment removes a potential internal inconsistency and clarifies the regulations in a manner that is consistent with current County policy.

4-14-05-01-04 MULTI-FACED SIGNS

Multi-faced signs are measured as a total of all sign faces. ~~However, when two (2) sign faces are placed back to back so that both faces cannot be viewed from any one (1) point at the same time, and when such sign faces are part of the same sign structure and are not more than twenty four (24) inches apart, the sign area shall be computed by the measurement of one (1) of the faces. However, only one sign face is measured if the sign faces are parallel to each other or form an interior angle of less than 45 degrees, provided that the signs are mounted on the same structure. See Figure 4-1. For signs that meet the criteria for measuring only one sign face.~~ If the sign area of the sign faces is not equal, computation will be based on the larger of the two ~~(2)~~ sign faces.

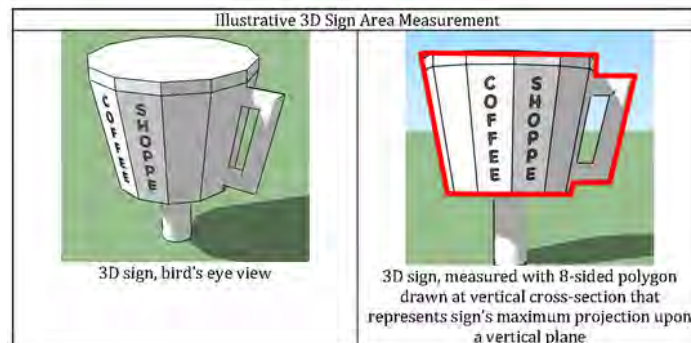
Figure 4-1, Illustrative Multi-Faced Sign



Rationale for proposed amendments:

The imposition of the mass of a sign on the viewer is not materially affected when the sign faces are at small angles to each other (e.g., 45 degrees or less) as opposed to back-to-back. In order to align signage for viewing from certain roadways, particularly where rights-of-way are wide, it is helpful for sign owners to angle the faces of multi-faced signs. The proposed amendment is essentially verbatim the language used by the City of Centennial since 2010.

Another approach, used by the City of Arvada, is to consider the multi-faced sign as a three-dimensional object, and measure the sign face using the vertical cross-section that represents the sign's maximum projection upon a vertical plane (see below for example). The Centennial approach delivers the essentially the same results for typical signs, and is therefore recommended because it is easier to administer.



4-14-06-02 CRITERIA FOR ISSUANCE OF A SIGN PERMIT

* * *

~~3. Only those signs which identify a legal, principal use on the same lot with the sign shall be permitted, except off-site directional signs, which shall comply with the off-site directional sign requirements in this Section 4-14.~~

Rationale for proposed amendments:

Under long-established case law, the County is prohibited from favoring commercial speech over noncommercial speech (which this provision appears to do), and further, cannot favor some types of noncommercial speech over other types of noncommercial speech. See, e.g., Metromedia, Inc. v. City of San Diego, 453 U.S. 490 (1981). Under more recent case law, the question of whether a sign code may address content at all, even at the scale of commercial / noncommercial and on-premises / off-premises, is still an open question (in Colorado). See Reed v. Gilbert, 135 S. Ct. 2218 (2015) ("A law that is content based on its face is subject to strict scrutiny regardless of the government's benign motive, content-neutral justification, or lack of 'animus toward the ideas contained' in the regulated speech."); Thomas v. Schroer, 248 F. Supp. 3d 868 (W.D. Tenn. 2017) (interpreting Reed, observing, "if the off-premises/on-premises distinction hinges on the content of the message, it is not a content-neutral restriction."). The Sixth Circuit affirmed Thomas' core holdings on September 11, 2019, but limited it to noncommercial speech because the sign that created the controversy was noncommercial in nature. Thomas v. Bright, 2019 U.S. App. LEXIS 27364 (6th Cir Sept. 11, 2019)

Even if this provision is defended on the premise that a legal, principal use could be either commercial or noncommercial, the noncommercial message of identifying a noncommercial use cannot be regulated

differently from a noncommercial message that does not identify a noncommercial use (e.g., “have a nice day!”).

We note that this rationale may apply to other sections and provisions of the County’s sign regulations as well, and urge the County to consider amending them accordingly.

4-14-06-03-02 ELECTRONIC SIGN RESTRICTIONS

* * *

4. *Brightness / Luminance:* Electronic signs shall be equipped with and employ the use of light monitors and controls that allow sign brightness to automatically adjust to outside conditions, and dim to 10 percent brightness between sunset and sunrise. ~~Electronic signs shall not exceed a maximum of 150 foot-candles during nighttime hours from sunset to sunrise. A foot-candle is a unit of measure of the intensity of light falling on a surface, equal to one lumen per square foot. Foot-candles shall be measured a maximum of two hundred (200) feet from the sign.~~

Rationale for proposed amendments:

The foot-candle is a unit of measurement of the amount of light that falls upon a surface. As such, the distance from the light source is very important to the measurement, as is the existence of background light that may fall upon the measurement instrument. The County’s standard does not provide a precise way to measure the impact of a light source upon surrounding property.

There is no one optimal way to easily measure sign brightness. The proposed amendments would require dimming as a percentage of the overall capabilities of the LED panel. Typically, on a sunny day, a panel operates at 4,000 to 5,000 NITS, and at night, brightness on the order of 250 to 400 NITS are appropriate, depending upon ambient light. As such, the 10 percent brightness parameter can be programmed into the panels by their manufacturers.

Sec. 2. Amendments to Section 4-15.

4-15 OFF-PREMISE SIGN (BILLBOARD)

Replace the paragraph that begins, “In conjunction with these Development Standards and Regulations, . . .” with:

In addition to the regulations set out in this Section 4-15, signs may also be subject to applicable state laws and regulations (e.g., State of Colorado, Department of Highways, "Rules and Regulations Pertaining to Outdoor Advertising," effective January 1, 1984, as may be amended from time to time), federal laws and regulations, and applicable adopted building and electrical codes.

Adams County does not enforce state or federal laws or regulations pertaining to signs except to the extent Adams County has adopted them, or is otherwise specifically required by state law to enforce them. Applicants are advised that approvals pursuant to this Section 4-15 are independent of the laws and regulations of other jurisdictions, and may not be a defense to a violation of applicable state or federal law.

Rationale for proposed amendments:

The language in the referenced provision of Section 4-15 is the same as the language in Section 4-14-02. As such, the same amendments are recommended for the same reasons.

4-15-04-02 ELECTRONIC SIGN RESTRICTIONS

* * *

4. *Brightness / Luminance*: Electronic signs shall be equipped with and employ the use of light monitors and controls that allow sign brightness to automatically adjust to outside conditions, and dim to 10 percent brightness between sunset and sunrise. ~~Electronic signs shall not exceed a maximum of 150 foot-candles during nighttime hours from sunset to sunrise. A foot-candle is a unit of measure of the intensity of light falling on a surface, equal to one lumen per square foot. Foot-candles shall be measured a maximum of two hundred (200) feet from the sign.~~

Rationale for proposed amendments:

The language in the referenced provision of Section 4-15-04-02 is the same as the language in Section 4-14-06-03-02. As such, the same amendments are recommended for the same reasons.

4-15-05 OTHER LIMITATIONS

2. The minimum right-of-way and property line setback requirements shall be equal to the height of the billboard as measured from the leading edge of the base of the sign pole. Variations in the setback requirement may be granted with the issuance of a Conditional Use Permit, upon demonstration that:

(a) the reduced setback will not result in: (i) a configuration that will interfere with required sight triangles; (ii) a public safety hazard in the event that the sign collapses; or (iii) an obstruction in a location that creates a collision hazard for motorists; and

(b) the reduced setback will: (i) improve visibility of the sign to its intended audience (e.g., motorists on an adjacent or nearby street) or improve the use, function (including but not limited to parking and circulation), development, or redevelopment potential of the subject property; and (ii) reduce overall visual impacts on residential uses within 500 feet of the base of the sign (if such residential uses are present).

6. Where an off-premise sign has two (2) faces these faces shall be: (a) back to back and shall not be more than three and one half (3.5) feet from one another, or (b) offset from each other on the same structure by an interior angle of not more than 45 degrees along the horizontal plane. In the event that the signs are offset as provided in 6.(b), and the sign is more than 20 feet in height, the open area that is opposite the interior angle shall be screened from residential uses that are located within 500 feet of the base of the sign by topography, intervening buildings, vegetation, or other visual obstructions. In situations where such screening is proposed, the applicant shall conduct a neighborhood meeting as set out in Section 2-01-02.

Rationale for proposed amendments:

The proposed amendment to Section 4-14-05, item 2. would clarify an existing ambiguity regarding the standard that the decision-maker would apply in order to grant a request to vary a setback with the issuance of a conditional use permit. The proposed amendment ensures that applicants are able to provide an appropriate rationale and accompanying evidence in support of the reduced setback request. The proposed standards ensure that the applicant justifies the request by articulating the advantages of the setback reduction, and by ensuring that public safety will not be compromised by the setback reduction (a key function of setbacks with respect to billboards is to protect public safety in the event of a collapse).

The proposed amendment to Section 4-14-05, item 6, would allow for multi-faced off-premise signs to more effectively orient their sign faces to oncoming traffic, particularly across wide rights-of-way. This is particularly important with regard to modern LED technologies, which are directional in nature because the LEDs are shielded from side-views. This technology prevents glare outside of the field of view, but also makes the orientation of the sign face a critical part of the design. This proposed amendment also implements the rationale of the proposed amendments to sign face measurement in Section 4-14-05-01-04, supra. Addressing a concern expressed by Commissioner Tedesco, screening of the open end of a large angled sign and a meeting with nearby residential neighbors is also proposed.

4-15-07 REVIEW PROCESS

The review process for an off-premise sign is as follows:

1. The applicant submits a Conditional Use Permit application to the Adams County Community and Economic Development Department (“Department”).
2. If the Conditional Use Permit is approved by the Board of County Commissioners, the applicant submits a sign permit application ~~and a Roadside Sign Permit Application from the Colorado Department of Transportation, if applicable,~~ to the ~~Adams County Community and Economic Development~~ Department. The sign permit application and the conditional use permit application may also be submitted simultaneously.
3. A conditional use permit that is submitted under this Section 4-15 shall be heard by the Board of County Commissioners not more than 90 days after submittal of a complete application, unless an the Department and the applicant agree to an extension of such time period.
43. ~~The Adams County Community and Economic Development~~ Department reviews the sign permit application for compliance with the Development Standards and Regulations. If the sign permit application complies with the Development Standards and Regulations, the Department shall issue the sign permit. If not, the Department shall deny the permit and specify the reasons therefor in writing.
5. Applications for sign permits shall be processed within five business days after submittal of a complete application, or (if a complete sign permit application is submitted prior to the conditional use hearing by the Board of County Commissioners) within five business days after conditional use approval is granted by the Board of County Commissioners.
6. If a Roadside Sign Permit Application is required by the Colorado Department of Transportation (“CDOT”), the Department shall ~~and~~ execute the local jurisdiction approval section of the Roadside Sign Permit Application upon request of the applicant after issuance of the sign permit.
4. ~~If approved by Adams County, the applicant submits the issued sign permit as well as the executed Roadside Sign Permit Application to the Colorado Department of Transportation.~~
5. ~~Once the Colorado Department of Transportation has issued a Roadside Advertising Permit, the applicant returns the sign permit and Roadside Advertising Permit to Adams County for review, approval, and issuance of a building permit.~~

The proposed amendment to subsections 2 through 5 of Section 4-15-07 address the holding regarding the timing of decision-making that was set out in Mahaney v. City of Englewood, 226 P.3d 1214 (Colo. Ct. App. 2009). The Mahaney Court held that a special review procedure for signs is unconstitutional under the First Amendment unless it provides two “essential procedural safeguards” to “ensure expeditious decision-making”:

(1) any restraint prior to judicial review can be imposed only for a specified brief period during which the status quo must be maintained;

(2) expeditious judicial review of that decision must be available.

Id. at 1219. That means the code must set out a “brief, specified time period” for decision-making. Id. at 1220. “A prior restraint that does not limit the time within which the [government] must issue a license or permit is impermissible.” Id.

The proposed amendment to subsection 6 of Section 4-15-07 separates the County process from the CDOT process so as not to entangle the County in any conflicts between an applicant and CDOT. In short, once the County has processed an application under County standards, it is then up to CDOT to process the County under CDOT standards. The County does not thereafter have a role in acting as a backstop for CDOT in the enforcement of CDOT’s rules, which we believe at present are highly suspect in light of the Reed v. Gilbert case and emerging First Amendment case law.

Sec. 3. Severability Clause.

If any section, subsection, sentence, clause, or phrase of this Ordinance is, for any reason, held to be unconstitutional or otherwise invalid, such holding shall not affect the validity of the remaining portions of this Ordinance.

Sec. 4. Effective Date.

This Ordinance shall take effect on _____, 2019.

ORDINANCE NO. ____**AN ORDINANCE ADOPTING AMENDMENTS TO THE ADAMS COUNTY
DEVELOPMENT STANDARDS & REGULATIONS, SECTION 4-14, SIGNS AND
OUTDOOR COMMERCIAL ADVERTISING DEVICES**

WHEREAS, pursuant to § 30-28-111, *et seq.* of the Colorado Revised Statutes (C.R.S.), the Board of County Commissioners of Adams County, Colorado, has the authority to adopt zoning regulations, which may include provisions regarding structures such as signs; and

WHEREAS, the Board of County Commissioners has determined that Section 4-14, *Signs and Outdoor Commercial Advertising Devices*, contains certain provisions that apply based on the message that a sign displays; and

WHEREAS, the Board of County Commissioners intends that the County's regulations regarding signs be brought into compliance with Constitutional requirements as articulated in the U.S. Supreme Court case of *Reed v. Gilbert*, 135 S. Ct. 2218 (2015); and

WHEREAS, the Board of County Commissioners is aware that there is a split among the federal circuit courts regarding whether the First Amendment allows local governments to regulate signs based on whether they include an on-premises commercial message or an off-premises commercial message, and that the Tenth Circuit Court of Appeals has not decided the issue; and

WHEREAS, Sections 4-14 and 4-15, Adams County Development Standards & Regulations includes regulations regarding the size, number, and placement of various types of signs, and the Board of County Commissioners has determined that those regulations protect the County's interests regardless of the content of the signs; and

WHEREAS, the Board of County Commissioners finds the case of *Thomas v. Schroer*, 248 F. Supp. 3d 868 (W.D. Tenn. 2017) provides persuasive reasoning with respect to whether a governmental entity has the constitutional authority to regulate whether a sign contains an on-premises or an off-premises message in the absence of a compelling governmental interest and narrowly tailored means to serve that interest; and

WHEREAS, the Board of County Commissioners has determined that amendments to Section 4-14 of the Development Standards and Regulations to fully address content-neutrality are in the best interest of the citizens of Adams County, and provide a practical and legally defensible approach to the regulation of signs.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners, County of Adams, State of Colorado as follows:

Sec. 1. Addition of Section 4-14-02-01, to Adams County Development Standards & Regulations.

Section 4-14-02-01, Adams County Development Standards & Regulations, is added, as follows:

Notwithstanding any provision of this Section 4-14 to the contrary, to the extent that this Section 4-14 allows a sign containing on-premises commercial messages,

it shall allow non-commercial messages or off-premises commercial messages (collectively, “alternative messages”) to the same extent. The alternative messages may occupy the entire sign area or any portion thereof, and may substitute for or be combined with the on-premises commercial message. The sign message may be changed from on-premises commercial messages to alternative messages, or from one alternative message to another, as frequently as desired by the sign’s owner, provided that the sign is not prohibited and the sign continues to comply with all requirements of this Section 4-14.

Sec. 2. Amendment of Section 4-15, Adams County Development Standards & Regulations.

Section 4-15, Adams County Development Standards & Regulations, is amended to add the following paragraph to the end of the existing text:

Notwithstanding any provision of this Section 4-15 to the contrary, to the extent that this Section 4-15 allows a sign containing off-premises commercial messages, it shall allow non-commercial messages or on-premises commercial messages (collectively, “alternative messages”) to the same extent. The alternative messages may occupy the entire sign area or any portion thereof, and may substitute for or be combined with the off-premises commercial message. The sign message may be changed from on-premises commercial messages to alternative messages, or from one alternative message to another, as frequently as desired by the sign’s owner, provided that the sign is not prohibited and the sign continues to comply with all requirements of this Section 4-15.

Sec. 3. Severability Clause.

If any section, subsection, sentence, clause, or phrase of this Ordinance is, for any reason, held to be unconstitutional or otherwise invalid, such holding shall not affect the validity of the remaining portions of this Ordinance.

Sec. 4. Effective Date.

This Ordinance shall take effect on _____, 2019.

a

From: [Todd Messenger](#)
To: [Jen Rutter](#)
Cc: [Christine Fitch](#)
Subject: RE: PLN2019-00014 - Adams County Fall 2019 Regulation Amendments
Date: Thursday, November 7, 2019 3:13:58 PM

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

Jen,

We'll submit more formal comments by email this evening, but there are a few minor things you may want to address before going final. If the County does not decide to make these changes (or if it's too late to make them), then please include this email in the record of public comments.

In 1-03-01-01-03 and 1-03-01-01-04, the words "consistency" and "compliance" are used in a way that would make them appear to mean the same thing. The operative word with the plan should be "consistency". The language should make clear that the role of the Director is to give advice and make recommendations as to matters of comprehensive plan "consistency" in situations where an evaluation of consistency is required by the Development Standards and Regulations.

In 2-02-03-03, instead of the phrase "may be requested by", consider "may be filed by" or "may be submitted by". These would flow better in light of the addition of the word "application" after "building permit".

In 2-02-03-06 and 2-02-03-07, there are amendments that deal with expiration of building permits. Building permit expirations and extensions are dealt with in the text of the ICC Codes. Changes to those codes, if desired, should be addressed with specific references to the changed sections.

In 2-02-06-04, the word "proceeds" should be "precedes".

Throughout, the use of the phrase "solar system" should be reconciled with the use of the phrase "solar energy system". Only one of the two phrases should be used.

In 3-09-04-05, there is a grammar issue in item #2 that makes the provision unclear.

Not all changes to the land use table were incorporated into the zoning district use lists. For example (and we did not check them all), "Event Center" was not carried over to the individual districts. We recommend cross-referencing back to the table and eliminating the lists in the individual districts to avoid problems like this, but if that's not the County's preference, you may want to double-check all the changes.

Feel free to call if you have any questions. (303) 249-6772.

Regards,

Todd

Todd Messenger
Attorney

Fairfield and Woods, P.C.
1801 California Street, Suite 2600
Denver, Colorado 80202-2645

Telephone: (303) 830-2400
Direct Dial: (303) 894-4469
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From: Jen Rutter <JRutter@adcogov.org>
Sent: Thursday, November 07, 2019 9:52 AM
To: Jen Rutter <JRutter@adcogov.org>
Subject: PLN2019-00014 - Adams County Fall 2019 Regulation Amendments

Good morning,

The case Fall 2019 Regulation Amendments (#PLN2019-00014) has been scheduled to be heard in two public hearings:

- **Planning Commission – Thursday, November 14, 2019 at 6:00PM**
- **Board of County Commissioners – Tuesday, December 10, 2019 at 9:30AM**

Both public hearings will take place at the Adams County Government Center (4430 South Adams County Parkway, Brighton, CO).

If you have not yet provided comments on the draft regulations, it is not too late to do so! Please see the redlined drafts and summary here: <http://www.adcogov.org/regulation-amendments> and send me comments via email. If I do not receive them by tomorrow, they may not be included in the Planning Commission packet.

Please let me know if you have any questions regarding this case or the proposed regulation amendments.

Thank you,
Jen

Jen Rutter

Development Services Manager, *Community & Economic Development*

ADAMS COUNTY, COLORADO

4430 South Adams County Parkway, 1st Floor, Suite W2000A

Brighton, CO 80601

o: 720.523.6841 | jrutter@adcogov.org

www.adcogov.org

From: [Ali Weaver](#)
To: [Jen Rutter](#)
Subject: RE: [External]PLN2019-00014 - Adams County Fall 2019 Regulation Amendments
Date: Thursday, November 7, 2019 11:10:15 AM

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

Hi Jen!

I apologize for not providing comments to you by the previously requested date of November 1st. Silicon Ranch is very pleased with the solar-friendly code that Adams County Staff has worked to put together and appreciate being involved in the process.

The only two additional comments that we have for your consideration are:

- Section 4-10-02-05-08
 - Section 2-Location
 - Clarification that the setback from property line does not include buried cables associated with the project
 - Generally speaking, these are usually DC cables that are going to the inverter to convert power from DC to AC
- 4-10-02-05-08
 - Section 11-Decommissioning
 - Clarification that a temporary cease in production, whether for maintenance, force majeure, or other unforeseeable event, does not constitute an end in the project life

Please let me know if you have any questions or wish to further discuss these comments.

Thank you!

Ali Weaver

From: Jen Rutter <JRutter@adcogov.org>
Sent: Thursday, November 7, 2019 9:52 AM
To: Jen Rutter <JRutter@adcogov.org>
Subject: [External]PLN2019-00014 - Adams County Fall 2019 Regulation Amendments

Good morning,

The case Fall 2019 Regulation Amendments (#PLN2019-00014) has been scheduled to be heard in two public hearings:

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Please let me know if you have any questions regarding this case or the proposed regulation amendments.

Thank you,
Jen

Jen Rutter

Development Services Manager, *Community & Economic Development*

ADAMS COUNTY, COLORADO

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o: 720.523.6841 | jrutter@adcogov.org

www.adcogov.org

Adams county

Case name 2019 fall regulation amendments

Case number PLN2019 - 00014

Richard and Joseph Gallegos
42100 East 112th avenue Bennett Colorado

- Chapter 1,. Item 2, no changes necessary.
- Chapter 2, items 2, and 4, no changes necessary.
- Chapter 3, items 1, 2, and 6, no changes necessary.
- Chapter 4, items 4,5,6,and 7, no changes necessary.
- Chapter 5, no changes necessary.
- Chapter 11, no changes necessary to all items listed

To whom it may concern,

These are comments regarding case# PLN2019-00014 in regards to County Development Standards and Regulations changes being proposed.

A little background about us, we are a fourth generation, growing precast manufacturing facility looking for a location to expand and set down roots. We have been in business for 85 years in Denver, Colorado. We started working on changing zoning in April 2018 on a property just north of the Adams County Space Port. We did a conceptual review (PRE2018-00029) and had a great response from the meeting and review. We have had several different, conflicting recommendations through the zoning process, eventually moving forward with changing this property to an I-1 designation for our new facility.

In this new facility we are planning to build a modern, precast concrete, manufacturing plant. In our facility, we will fill all different shapes and sizes of forms with concrete, de-mold and then the next day, repeat. We run forklifts in and out of the plant to store material in the yard that is waiting for delivery to customers. On a rare occasion we might build some structure outside but prefer our indoor controlled environment. Once orders are complete, our trucks will ship the product to the job sites around the front range. The majority of our production will be inside including our batch plant.

When we started with the I-1 zoning process we were concerned with this choice because of the requirement of a conditional use permit. I-1 requires that we need to have a conditional use permit for outside storage. We want to build a facility that has roots for the long term and outside storage is a must for our operation. Without it we could not continue to do business. We are investing a lot of money to build this facility and it must be long term. After meeting with our county planner and careful consideration, we decided to move forward knowing we have never had a complaint from anyone about our current facility being unkempt or an eyesore but that we have neat rows and stacks of precast material. We decided that with the current I-1 zoning regulations, we could do our manufacturing by right and only need the ONE outdoor storage permit.

We now have an I-1 zoning approval, as of October 29th 2019, but we cannot move forward with building until we see how things under this new regulation would affect us. Now with the proposed changes we would have to get an ADDITIONAL special use permit for our concrete manufacturing business. This is a game changer; how can we plan for the long term if we could be told that our business will no longer be allowed to operate as a concrete manufacturing facility someday? We have chosen a great location, next to an airport, not next to residential in Adams County. This site makes sense long-term, but we would need a long-term commitment from the county to continue without multiple special use permits required.

We honestly don't know what to do. We are building this because we like what we do and want to plan for our kid's future. Since the beginning of this process it has been confusing, with an unclear path to success. We don't feel encouraged by the county to bring our business there so that we can create jobs, improve infrastructure, and generate tax income for the county. We would really like to work together to make our business expansion and county relationship successful.

Sincerely, Bart and Brooke Copeland - Owners of Copeland Precast, Inc.

From: [Miller, Jason](#)
To: [Jen Rutter](#)
Cc: [Mitchell, Matt](#)
Subject: RE: Comments to Dev. Standards and Regulations
Date: Monday, November 11, 2019 1:06:44 PM
Attachments: [image001.png](#)

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

Jen, after much internal discussion with our team, including our design professionals, we would like to provide the following comment, proposed edits to the definitions of Logistics Center and Heavy Logistics Center.

A Logistics Center could be designed to include 1 to 10 or more individual buildings. A Logistics Center may contain numerous parcels or lots with numerous buildings per parcel or lot. Defining a use type based on trip counts could pose unintended consequences on larger Centers or parcels within larger Centers. Larger Centers are many times built out over time. If a quantity of trips were assigned to a park, this approach could render major consequences against the latter buildings of a phased plan.

We recommend that a "Heavy Logistics Center" use be based on each individual user in industrial zoned lots rather than entire buildings or total of multiple buildings on one lot.

Further, we recommend that a permitted conditional use alternative be provided for users whose specific use would fall into Industrial-1 or Industrial-2, but total daily truck trips may exceed 50 trucks in a day provided user can demonstrate that their specific use wouldn't significantly adversely impact neighboring properties or the LOS (level of service) of immediate public ROWs.

Thanks for your consideration.

Jason J. Miller
Partner


WESTFIELD
Westfield Company, Inc.
4221 Brighton Boulevard
Denver, Colorado 80216
303.260.4397 *p*
303.917.7549 *c*
jmiller@westfield-co.com

From: Jen Rutter <JRutter@adcogov.org>
Sent: Friday, November 8, 2019 6:44 PM
To: Miller, Jason <jmiller@westfield-co.com>
Cc: Mitchell, Matt <mmitchell@westfield-co.com>
Subject: Re: Comments to Dev. Standards and Regulations

Hi Matt,

You can provide comments on Monday. I'll print the comments and provide them to the Planning Commission on Thursday evening.

That's a really good question, as how the truck trips are measured isn't currently defined. I would probably say that the use is defined by the parcel and not the building, but including that in your recommendation would also be helpful as we move forward.

Thanks,
Jen

Jennifer Rutter
Development Services Manager
Adams County, Colorado
720-523-6841
jrutter@adcogov.org

Sent from my T-Mobile 4G LTE Device

From: Miller, Jason <jmiller@westfield-co.com>
Sent: Friday, November 8, 2019, 6:20 PM
To: Jen Rutter
Cc: Mitchell, Matt
Subject: Re: Comments to Dev. Standards and Regulations

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

Thanks Jenn, we will draft comments as suggested. Is it acceptable to issue that on Monday?

Can you provide some insights if this "count" is for a building or a "park" that includes 7 buildings and up to 1.2 million sf - Pecos Logistice Park? This will help us frame our comment.

Jason J. Miller
Partner
<cid:image001.png@01D15CE9.E016A1D0>

Westfield Company, Inc.
1800 Larimer Street, #1800
Denver, Colorado 80202
303.260.4397 p
303.917.7549 c
jmiller@westfield-co.com

From: Jen Rutter <JRutter@adcogov.org>

Sent: Friday, November 8, 2019 4:29 PM
To: Miller, Jason
Cc: Mitchell, Matt
Subject: RE: Comments to Dev. Standards and Regulations

Hi Jason,

Just yesterday, we added "Trucking" back to the "Trucking and general warehousing, including ministorage" use. That change should be reflected in the updated redlines (<http://www.adcogov.org/regulation-amendments>).

I believe that the idea with the truck trips being referenced in the Heavy Logistics Center and Logistics Center definitions is that we would be able to use that as a threshold to determine where a use would fall. Generally, more truck trips would indicate a more intense use. If you feel that a different threshold makes more sense, please provide those comments and a brief rationale for our consideration, as well as that of the Planning Commission.

Thank you,
Jen

Jen Rutter

Development Services Manager, *Community & Economic Development*
ADAMS COUNTY, COLORADO
4430 South Adams County Parkway, 1st Floor, Suite W2000A
Brighton, CO 80601
o: 720.523.6841 | jrutter@adcogov.org
www.adcogov.org

From: Miller, Jason <jmiller@westfield-co.com>
Sent: Friday, November 8, 2019 2:24 PM
To: Jen Rutter <JRutter@adcogov.org>
Cc: Mitchell, Matt <mmitchell@westfield-co.com>
Subject: Comments to Dev. Standards and Regulations

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

Jen, below are our comments/questions from our review of the proposed changes.

Is there a specific reason that under Light Industry, "Trucking" is deleted on page 3-50 from Trucking and general warehousing, including ministorage?

Under the new definitions of Logistics Center and Heavy Logistics Center, expected truck trips are referenced? Will the number of truck trips define whether a certain use falls into a Heavy Logistics Center.

Thanks

Jason J. Miller
Partner

From: [Robert Hayner](#)
To: [Jen Rutter](#)
Subject: RE: PLN2019-00014 - Adams County Fall 2019 Regulation Amendments
Date: Sunday, November 10, 2019 2:58:33 PM

Exhibit 5.7

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

Hello Jen,

I'm sorry I didn't respond to this email last week. I am, of course, very interested in how this progresses but I won't be able to attend the Thursday meeting – I will be out of town. I hope the solar developers are well represented and our mutually important issues receive approvals. I will check back with you sometime next week.

Thanks again,

ROBERT HAYNER

SVP OF CONSTRUCTION AND DEVELOPMENT

RHAYNER@MYSUNSHARE.COM

M. 720.371.9024

O. 720.943.1685

MYSUNSHARE.COM



From: Jen Rutter <JRutter@adcogov.org>
Sent: Thursday, November 7, 2019 9:52 AM
To: Jen Rutter <JRutter@adcogov.org>
Subject: PLN2019-00014 - Adams County Fall 2019 Regulation Amendments

Good morning,

The case Fall 2019 Regulation Amendments (#PLN2019-00014) has been scheduled to be heard in two public hearings:

- **Planning Commission – Thursday, November 14, 2019 at 6:00PM**
- **Board of County Commissioners – Tuesday, December 10, 2019 at 9:30AM**

Both public hearings will take place at the Adams County Government Center (4430 South Adams County Parkway, Brighton, CO).



Exhibit 5.8

Todd G. Messenger
(303) 894-4469
tmessenger@fwlaw.com

November 8, 2019

Sent via E-Mail

Jen Rutter, Director
Community and Economic Development
Adams County, Colorado
4430 S. Adams County Parkway
1st Floor, Suite W2000A
Brighton, CO 80601-8216

Re: Proposed Amendments to Sign Regulations

Dear Ms. Rutter:

Our firm represents StreetMedia Group, LLC, a Colorado-based provider of outdoor advertising services. Thank you for the invitation to provide comments on the proposed amendments to the Adams County Development Standards and Regulations. This letter provides comments that focus on Sections 4-14 and 4-15.

By way of background, for the past 19 years I have led dozens of code reform projects--including a number of sign code reform projects in Colorado. Examples of my work in Colorado include sign codes in Alamosa, Arvada, Central City, Fort Morgan, Frederick, and Garden City. The suggestions in this letter are based on that experience—on provisions that have been adopted and enforced by other Colorado local governments.

I. INTRODUCTION: TWO ORGANIZING PRINCIPLES

At the outset, we offer two organizing principles, both of which are proven:

Principle #1. The first (embraced by all of the Colorado local governments listed above) is a simple expression of “content-neutrality”:

**In general, a public official should not have to read
a sign in order to decide what regulations apply to it.**

The U.S. Supreme Court case of *Reed v. Gilbert*, 135 S. Ct. 2218 (2015), held that sign codes that make distinctions among signs based on their content are presumptively unconstitutional, and subject to “strict scrutiny.” Addressing “pure” content-neutrality, the Court put it this way, “The Town asserts that an ‘absolutist’ content-neutrality rule would render ‘virtually all distinctions in sign laws . . . subject to strict scrutiny,’ [citation omitted], but that is not the case.” *Id.* at 2232 (emphasis added). “Not ‘all distinctions’ are subject to strict scrutiny,” the Court continued, “only content-based ones are.” *Id.* (emphasis added).

Jen Rutter

November 8, 2019

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While it is true that a number of courts have since limited the *Reed* holding to distinction among “noncommercial speech” categories, the language of the Court’s opinion is not limiting. Yet even if it were, the standard that applies to lawful and non-misleading “commercial speech,” set out in *Central Hudson Gas & Elec. Corp. v. Public Service Commission*, 447 U.S. 557 (1980) requires:

First, the restriction must directly advance the state interest involved; the regulation may not be sustained if it provides only ineffective or remote support for the government’s purpose. Second, if the governmental interest could be served as well by a more limited restriction on commercial speech, the excessive restrictions cannot survive.

Id. at 564 (emphasis added). In 1981, a plurality of the Supreme Court allowed distinctions between “on-premises” and “off-premises” commercial advertising based essentially on taking the local government’s word for it that off-premises advertising was, itself, a problem. See *Metromedia, Inc. v. City of San Diego*, 453 U.S. 490, 511 (1981). Since then, and particularly of late, courts, including the Supreme Court, have become far more skeptical of government power, and have required real evidence that regulations “directly advance” the state interest, and that “more limited” restrictions are not available. The Town of Castle Rock recently lost a case about a curfew on door-to-door solicitation on this principle in federal district court.

We respectfully submit that since Adams County could regulate signs, including billboards, in a purely content-neutral manner, “more limited” restrictions are available. Therefore, even though *Metromedia* has not been expressly overruled, we believe that the County’s proposal would not likely withstand constitutional scrutiny if it were attacked. That is because the evidence is strong that “pure” content-neutrality works—as exemplified by municipalities like Alamosa, Arvada, Centennial, Central City, Fort Morgan, Frederick, and Garden City. These are not simply alternative approaches to regulation. The purely content-neutral approach is actually “a more limited restriction on commercial speech” than the “on-premises / off-premises” regulatory approach.

Principle #2. The second suggestion is about the adoption of interim regulations. This suggestion is intended to help the County set up for a successful code rewrite in 2021:

**We urge the County to limit the scope of the sign amendments
such that further *limitations* on signage deferred for full
consideration during comprehensive code reform efforts.**

Jen Rutter
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In our experience, sign code amendments tend to be politically charged. Interim measures that add restrictions to First Amendment rights without comprehensive study and representative public participation are likely to be poorly received by the community. Adams County is very large, and for better or worse, the sign regulations have been in place a long time. Consequently, there is a diverse community of business owners, institutions, and contractors that rely upon them. It takes time for proposed regulatory changes to reach this community, and more time to get meaningful feedback.

Consequently, prior to undertaking a comprehensive code project, we think it is a mistake to send the signal (whether that signal reflects the County's intentions or not) that "the County will do whatever it wants anyway." Put another way, we respectfully submit that it is crucial to carefully consider the relative benefits of interim measures against the potential downside impact on community trust in the months before a major code project commences.

Yet there is always a place for interim measures that address pressing needs—legal issues, practical issues, unnecessary administrative complexity, interpretive errors, and the like. Such amendments are indeed both appropriate and easy to defend.

II. SPECIFIC SUGGESTIONS.

1. Adams County Should Use Purely Content-Neutral Language in its Sign Regulations.

A. We submit that the phrase "off-premise advertising device" should be replaced with the purely content-neutral phrase "large-format advertising device." A large-format advertising device could be allowed on essentially all the same physical terms as the current "off-premise advertising device," including height, sign area, and spacing, but without regard to the content of the message displayed.

B. We submit that Section 4-14-06-02, item #3, in its present and its proposed form, should be deleted on content-neutrality grounds.

C. We submit that the proposed third paragraph in Section 4-15-02, *Applicability*, a "message substitution clause," illustrates a problem of content-based regulation.

Provided any Off-Premise Advertising Device complies with all standards in this Section and allows off-premise commercial messages, the Off-Premise Advertising Device shall also be permitted to allow non-commercial messages to the same extent.

Jen Rutter

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Note that in the proposed provision, “on-premises commercial advertising” is the only message that is excluded from “Off-Premise Advertising Devices.” As such, the substitution clause undermines the County’s preference for on-premises commercial signage. We respectfully submit that there is no support in the case law for the proposition that restricting on-premises commercial messages more than off-premises commercial messages on an otherwise permitted sign structure “directly advances” any state purpose.

D. We submit that Section 4-14-07 is a presumptively unconstitutional content-based regulation under *Reed v. Gilbert*. It is not saved by the substitution clause in Section 4-14. It further illustrates the practical and legal merit of the idea of “pure content neutrality.”

2. Adams County Should Take this Opportunity to Comply with the Requirements of *Mahaney v. Englewood*, now 10 years old.

A. Stated, reasonable time periods for decision-making are required as a matter of law. Ten years ago, the Colorado Court of Appeals decided *Mahaney v. City of Englewood*, 226 P.3d 1214 (Colo. App. 2009). In *Mahaney*, the court invalidated Englewood’s special review procedure for murals, finding that it was an invalid “prior restraint” on free speech. *See id.* at 1220. The court held that sign regulations (even optional programs) are presumptively invalid under the First Amendment as prior restraints if they fail to include two procedural safeguards—first, a decision must be made on an application in a “brief, specified time period,” and “there must be the possibility of prompt judicial review in the event the permit is erroneously denied.” *Id.* There is no time limit on the current conditional use process, and there is no time limit proposed. The County should address this legal exposure.

B. The *Mahaney* case also signaled that traditional, highly generalized conditional use standards should not be applied to signs: “we note, without deciding, that the EMC lacks concrete standards to guide the city manager's discretion, and may therefore unconstitutionally vest the decision-maker with unfettered discretion to deny a permit application under the special review procedure.” As such, we suggest that the County consider applying a different process to signs than to other conditional uses.

3. Adams County Should Not Obligate Itself to Enforce Another Entity’s Regulations. The current Code states that the Colorado Department of Transportation (“CDOT”) rules “shall be adhered to,” and that the Code shall not “be construed to allow advertising devices which are prohibited, or otherwise non-conforming with the Colorado Outdoor Advertising Act.”

Jen Rutter

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We respectfully submit that the County's regulations should be untangled from the Colorado Department of Transportation ("CDOT") regulations. We believe that not only are the Colorado Outdoor Advertising Act and the rules promulgated thereunder constitutionally suspect, but also the County does not realize any policy benefit at all for enforcing CDOT's rules. First, CDOT already enforces them. Second, if litigation with CDOT arises over the application of CDOT rules in Adams County, then Adams County is likely to be joined as a defendant. Adams County can accomplish all of its policy objectives without that risk.

We suggest language that respects CDOT's authority without transforming the County into CDOT's enforcement agent. As such, we propose the following language to replace the last paragraph of Section 4-14-02 and the last paragraph of Section 4-14-02:

In addition to the regulations set out in this Section, signs may also be subject to applicable state laws and regulations (e.g., State of Colorado, Department of Highways, "Rules and Regulations Pertaining to Outdoor Advertising," effective January 1, 1984, as may be amended from time to time), federal laws and regulations, and applicable adopted building and electrical codes.

Adams County does not enforce state or federal laws or regulations pertaining to signs except to the extent Adams County has adopted them or is otherwise specifically required by state law to enforce them. Applicants are advised that approvals pursuant to this Section are independent of the laws and regulations of other jurisdictions, and may not be a defense to a violation of applicable state or federal law.

4. There are technical amendments that are consistent with organizing Principle #2 that the County should consider.

A. Section 4-14-04, Prohibited Sign Types. Electronic message center signs use "other exposed light sources" (typically light emitting diodes) that generate directional light towards the viewer. As such, we suggest an amendment to remove a potential internal inconsistency and clarify the regulations in a manner that is consistent with current County policy:

Update Item 7 as follows "Any sign or attractive lighting device with exposed incandescent, metal halide, fluorescent light bulbs, or other exposed light source, except permitted electronic message center signs."

Jen Rutter

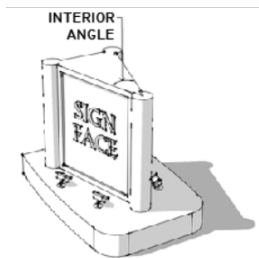
November 8, 2019

Page 6

B. Section 4-14-05-01-04, Multi-Faced Signs. We submit that the following measurement technique, used by many other local governments, offers additional flexibility to property owners and businesses:

Multi-faced signs are measured as a total of all sign faces. ~~However, when two (2) sign faces are placed back to back so that both faces cannot be viewed from any one (1) point at the same time, and when such sign faces are part of the same sign structure and are not more than twenty-four (24) inches apart, the sign area shall be computed by the measurement of one (1) of the faces. However, only one sign face is measured if the sign faces are parallel to each other or form an interior angle of less than 45 degrees, provided that the signs are mounted on the same structure. See Figure 4-1. For signs that meet the criteria for measuring only one sign face,~~ If the sign area of the sign faces is not equal, computation will be based on the larger of the two ~~(2)~~ sign faces.

Figure 4-1, Illustrative Multi-Faced Sign



C. Section 4-14-06-03-02, Electronic Sign Restrictions and Section 4-15-06-02 (as proposed), Electronic Sign Restrictions. The regulations restrict the light output from electronic signs based on foot-candle measurements. Foot-candles measure the amount of light that is cast on a surface some distance from a light source. Foot-candles drop off exponentially as one moves away from a light source. As such, consistent application of a foot-candle standard requires specified distances from the light source (not “minimum” or “maximum” distances). The measurement must also account for ambient light. As such, in their present form, the County’s brightness regulations cannot be enforced.

We have found that the optimal way to regulate brightness is to require automatic dimming to 10 percent of the daytime brightness when the sun goes down, based on automatic light sensor dimmers. It turns out that 10 percent of daytime brightness is an

Jen Rutter
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easy and effective measure that can be locked into the sign's software. As such, we offer the following suggested revision:

4-14-16-03-02, #4. *Brightness / Luminance*: Electronic signs shall be equipped with and employ the use of light monitors and controls that allow sign brightness to automatically adjust to outside conditions, and dim to 10 percent brightness between sunset and sunrise. ~~Electronic signs shall not exceed a maximum of 150 foot-candles during nighttime hours from sunset to sunrise. A foot-candle is a unit of measure of the intensity of light falling on a surface, equal to one lumen per square foot. Foot-candles shall be measured a maximum of two hundred (200) feet from the sign.~~

4-15-04-02, #4. *Brightness / Luminance*: Electronic signs shall be equipped with and employ the use of light monitors and controls that allow sign brightness to automatically adjust to outside conditions, and dim to 10 percent brightness between sunset and sunrise. ~~Electronic signs shall not exceed a maximum of 150 foot-candles during nighttime hours from sunset to sunrise. A foot-candle is a unit of measure of the intensity of light falling on a surface, equal to one lumen per square foot. Foot-candles shall be measured a maximum of two hundred (200) feet from the sign.~~

D. Section 4-15-07 (as proposed), Other Limitations. Although such reductions are available, there are no current standards for evaluation of requests to reduce the setbacks that are applicable to billboards. This is a potential problem under the dicta in *Mahaney*, but is also a practical problem for applicants, staff, and decision-makers. We suggest that standards be added to item #2 for dealing with requests to reduce billboard setbacks:

2. The minimum right-of-way and property line setback requirements shall be equal to the height of the billboard as measured from the leading edge of the base of the sign pole. ~~Variations in Modifications to~~ the setback requirement may be granted with the issuance of a Conditional Use Permit, upon demonstration that:

(a) the reduced setback will not result in: (i) a configuration that will interfere with required sight triangles; (ii) a public safety hazard in the event that the sign collapses; or (iii) an obstruction in a location that creates a collision hazard for motorists; and

Jen Rutter
November 8, 2019
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(b) the reduced setback will: (i) reduce overall visual impacts on residential uses within 600 feet of the base of the sign, if such residential uses are present; (ii) improve the use, function (including but not limited to parking and circulation), development, or redevelopment potential of the subject property; and (iii) improve visibility of the sign to its intended audience (e.g., motorists on an adjacent or nearby street).

The County's current back-to-back rule for billboard faces thwarts new technologies that shield the light cast from electronic message centers from view from outside of their intended audience, and ensures that the messages reach their anticipated audience. We submit that sign faces should be allowed to be angled from each other under certain conditions where the glare from the sign would be reduced, and the potential visual impacts of the design would be minimal. To that end, we offer the following suggested edit to item #6:

6. Where an off-premise sign has two (2) faces these faces shall be: (a) back to back and shall not be more than three and one half (3.5) feet from one another, or (b) offset from each other on the same structure by an interior angle of not more than 45 degrees along the horizontal plane, in order to reduce glare impacts on surrounding properties that are not within the intended field of view of the sign. In the event that the signs are offset as provided in 6.(b), and the sign is more than 20 feet in height, the open area that is opposite the interior angle shall be screened from residential uses that are located within 600 feet of the base of the sign by topography, intervening buildings, vegetation, or other visual obstructions. In situations where such screening is proposed, the applicant shall conduct a neighborhood meeting as set out in Section 2-01-02.

E. Section 4-15-09 (as proposed), Review Process. We offer the following proposed amendments to the review process to implement the requirements of *Mahaney v. Englewood*, and to separate County process from CDOT process:

The review process for an off-premise sign is as follows:

1. The applicant submits a Conditional Use Permit application to the Adams County Community and Economic Development Department ("Department").
2. If the Conditional Use Permit is approved by the Board of County Commissioners, the applicant submits a sign permit application ~~and a Roadside Sign Permit Application from the Colorado Department of Transportation, if applicable,~~ to the ~~Adams County Community and Economic Development~~

Department. The sign permit application and the conditional use permit application may also be submitted simultaneously.

3. A conditional use permit that is submitted under this Section 4-15 shall be heard by the Board of County Commissioners not more than 90 days after submittal of a complete application, unless the Department and the applicant agree to an extension of such time period.

43. The ~~Adams County Community and Economic Development~~ Department reviews the sign permit application for compliance with the Development Standards and Regulations. If the sign permit application complies with the Development Standards and Regulations, the Department shall issue the sign permit. If not, the Department shall deny the permit and specify the reasons therefor in writing.

5. Applications for sign permits shall be processed within five business days after submittal of a complete application, or (if a complete sign permit application is submitted prior to the conditional use hearing by the Board of County Commissioners) within five business days after conditional use approval is granted by the Board of County Commissioners.

6. If a Roadside Sign Permit Application is required by the Colorado Department of Transportation ("CDOT"), the Department shall ~~and~~ execute the local jurisdiction approval section of the Roadside Sign Permit Application upon request of the applicant after issuance of the sign permit.

4. ~~If approved by Adams County, the applicant submits the issued sign permit as well as the executed Roadside Sign Permit Application to the Colorado Department of Transportation.~~

5. ~~Once the Colorado Department of Transportation has issued a Roadside Advertising Permit, the applicant returns the sign permit and Roadside Advertising Permit to Adams County for review, approval, and issuance of a building permit.~~

We believe that these proposed amendments are modest in terms of their impact, but go a long way towards: (1) ensuring that the Code will not be vulnerable to constitutional attack in a post-*Reed v. Gilbert* and *Mahaney v. Englewood* legal environment; (2) optimizing view angles and reducing the impacts of internally lit and electronic signage on surrounding properties; and (3) providing standards for decision-makers and code enforcement officers as to provisions that are currently difficult or impossible to interpret and enforce.



Jen Rutter
November 8, 2019
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III. CONCLUSION

On behalf of StreetMedia Group, LLC, and in the interest of ensuring that the County's ordinances are both practical and legally defensible, we hope that the County considers our proposed suggestions and amendments favorably. We would be happy to further discuss any of them at your convenience.

Sincerely,

Todd Messenger
Fairfield and Woods, P.C.

TM:dps

Exhibit 6 – Associated Case Materials



Request for Comments

Case Name: 2019 Fall Regulation Amendments
Case Number: PLN2019-00014

October 18, 2019

Adams County Community & Economic Development Department is requesting comments on the following request:

Text amendments to certain sections of the County's Development Standards and Regulations, including the sign code, processes for permitting cell towers and solar facilities, changes to allowed uses in the Industrial-1 and 2 zone districts, and other administrative updates.

This request is located at **County Wide**.

Applicant Information: Adams County
Community and Economic Development
4430 South Adams County Parkway
Brighton, CO 80601

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) 523-6841 by **11/8/2019** 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 **JRutter@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 <http://www.adcogov.org/regulation-amendments> or at <http://www.adcogov.org/planning/currentcases>.

Thank you for your review of this case.

Jen Rutter
Development Services Manager

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry
DISTRICT 1

Charles "Chaz" Tedesco
DISTRICT 2

Emma Pinter
DISTRICT 3

Steve O'Dorisio
DISTRICT 4

Mary Hodge
DISTRICT 5

Chapter 1 Summary

- Clarifying enforcement authority for the Development Standards and Regulations by allowing the new department, Community Safety and Well-Being (CSWB), to enforce these regulations. This is necessary as the Neighborhood Services Division was moved from Community and Economic Development to CSWB.
- Added language to reflect the code enforcement authority provided by statute.

Chapter 2 Summary

- Changing the permit process for telecommunications towers, requiring an administrative permit rather than a Conditional Use Permit.
- Changing some of the language within the Building Permit section for clarification and including contractor registration.
- Increasing the time for the written notice requirement for development applications.
- Adding language to clarify the County's authority in adding conditions on rezoning requests.

Chapter 3 Summary

- Changing the permitted, conditional, and prohibited uses for the Industrial-I and Industrial-2 zone districts focused on changes to the Industrial Uses category.
- Making many heavy industrial land uses no longer conditionally permitted in the Agriculture-2 zone district.
- Allowing solar energy systems within large, Agricultural zone districts, while keeping them as conditional uses in other zone districts.
- Adding "Marijuana Hospitality Establishment" to the use chart
- Adding a use category of "Event Center" and removing "Auditoriums" and "Assembly halls".
- Moving the "auto towing and storage yards" use from Light Industry to Heavy Retail and Heavy Services and making it not permitted in the C-5 and I-1 zone districts.

Chapter 4 Summary

- Modifying performance standards for telecommunications towers and adding standards for 5G.
- Adding performance standards for "Event Center" and removing those for "Auditoriums" and "Assembly halls".
- Adding requirements and performance standards for "Marijuana Hospitality Establishments".
- Adding a performance standard for residential parking surfaces.
- Clarifying how to calculate the size for an "Accessory Dwelling Unit".
- Removing "trucking" from the use titled "Trucking and general warehousing, including mini-storage".
- Changes to the Sign Code, including reducing the height of on-premise signs and making one category of temporary signs.

Chapter 5 Summary

- Modifying the Traffic Impact Fee language to be reflective to the study performed and associated fees that are to be adopted via a fee schedule to be separately adopted by the Board of County Commissioners.

Chapter 11 Summary

- Adding definitions for:
 - Auto towing and storage yard
 - Event center
 - Heavy logistics center
 - Hemp manufacturing and extraction
 - Logistics center
 - Salvage yard
 - Solar energy systems (small-, medium-, and large-scale)
 - Transportation services
- Removing “trucking” from the use titled “Trucking and general warehousing, including mini-storage”.

Administrative Updates Throughout

- Changing all references of the Front Range Airport to the Colorado Air and Space Port.

Exhibit 5.2 Newspaper Notice

POSTING PAPERS & DATES:

PAPER	SENT TO PAPER BY	PUBLISHED THE NEXT...
Commerce City Sentinel	Fri, 11/1 By 12pm	Tue, 11/5
Brighton Blade	Fri, 11/1 By 12pm	Wed, 11/6
Westminster Window	Fri, 11/1 End of Business	Thu, 11/7
I-70 Scout	Tue, 11/5 End of Business	Fri, 11/8

PUBLICATION REQUEST

Regulation Amendments

Case Number: PLN2019-00014

Planning Commission Hearing Date: November 14, 2019 at 6:00 pm

Board of County Commissioners Hearing Date: December 10, 2019 at 9:30 am

Request: **County-wide Regulation Amendments**

Location: **County-wide**

Case Manager: Jennifer Rutter

Applicant: Adams County, Community and Economic Development Department
4430 S. Adams County Pkwy.
Brighton, CO 80601

Commerce City Sentinel

NOTICE OF PUBLIC HEARING FOR LANDUSE

NOTICE IS HEREBY GIVEN, that an application has been filed by [Adams County Community and Economic Development Department](#) Case # [PLN2019-00014](#) requesting: [County-wide Regulation Amendments](#) on the following property:

APPROXIMATE LOCATION:

[County-wide](#)

NOTICE IS HEREBY GIVEN that a public hearing will be held by the Adams County Planning Commission in the Hearing Room of the Adams County Government Center, 4430 S. Adams County Parkway, Brighton, CO – 1st Floor, on the [14th day of November, 2019](#), at the hour of 6:00 p.m., where and when any person may appear and be heard and a recommendation on this application will be forwarded to the Board of County Commissioners.

NOTICE IS FURTHER GIVEN, that a public hearing will be held by the Adams County Board of County Commissioners in the Hearing Room of the Adams County Government Center, 4430 S. Adams County Parkway, Brighton, CO – 1st Floor, on the [10th day of December, 2019](#), at the hour of 9:30 a.m., to consider the above request where and when any person may appear and be heard.

For further information regarding this case, please contact [Jennifer Rutter](#) at the Department of Community and Economic Development, 4430 S. Adams County Pkwy, Brighton, CO 80601, 720.523.6841. This is also the location where the maps and/or text certified by the Planning Commission may be viewed.

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS
JOSH ZYGIELBAUM, CLERK OF THE BOARD

TO BE PUBLISHED IN THE [November 5, 2019](#) ISSUE OF THE COMMERCE CITY SENTINEL EXPRESS

Please reply to this message by email to confirm receipt or call [Rayleen Swarts](#) at 720.523.6800.

Brighton Blade

NOTICE OF PUBLIC HEARING FOR LANDUSE

NOTICE IS HEREBY GIVEN, that an application has been filed by **Adams County Community and Economic Development Department** Case # **PLN2019-00014** requesting: **County-wide Regulation Amendments** on the following property:

APPROXIMATE LOCATION:

County-wide

NOTICE IS HEREBY GIVEN that a public hearing will be held by the Adams County Planning Commission in the Hearing Room of the Adams County Government Center, 4430 S. Adams County Parkway, Brighton, CO – 1st Floor, on the **14th day of November, 2019**, at the hour of 6:00 p.m., where and when any person may appear and be heard and a recommendation on this application will be forwarded to the Board of County Commissioners.

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For further information regarding this case, please contact **Jennifer Rutter** at the Department of Community and Economic Development, 4430 S. Adams County Pkwy, Brighton, CO 80601, 720.523.6841. This is also the location where the maps and/or text certified by the Planning Commission may be viewed.

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS
JOSH ZYGIELBAUM, CLERK OF THE BOARD

TO BE PUBLISHED IN THE November 6, 2019 ISSUE OF THE OF THE BRIGHTON BLADE

Please reply to this message by email to confirm receipt or call **Rayleen Swarts** at 720.523.6800.

I-70 Scout

NOTICE OF PUBLIC HEARING FOR LANDUSE

NOTICE IS HEREBY GIVEN, that an application has been filed by **Adams County Community and Economic Development Department** Case # **PLN2019-00014** requesting: **County-wide Regulation Amendments** on the following property:

APPROXIMATE LOCATION:

County-wide

NOTICE IS HEREBY GIVEN that a public hearing will be held by the Adams County Planning Commission in the Hearing Room of the Adams County Government Center, 4430 S. Adams County Parkway, Brighton, CO – 1st Floor, on the **14th day of November, 2019**, at the hour of 6:00 p.m., where and when any person may appear and be heard and a recommendation on this application will be forwarded to the Board of County Commissioners.

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For further information regarding this case, please contact **Jennifer Rutter** at the Department of Community and Economic Development, 4430 S. Adams County Pkwy, Brighton, CO 80601, 720.523.6841. This is also the location where the maps and/or text certified by the Planning Commission may be viewed.

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS
JOSH ZYGIELBAUM, CLERK OF THE BOARD

**TO BE PUBLISHED IN THE November 8, 2019 ISSUE OF THE I-70 SCOUT/
EASTERN COLORADO NEWS**

Please reply to this message by email to confirm receipt or call **Rayleen Swarts** at 720.523.6800.

Westminster Window

NOTICE OF PUBLIC HEARING FOR LANDUSE

NOTICE IS HEREBY GIVEN, that an application has been filed by **Adams County Community and Economic Development Department** Case # **PLN2019-00014** requesting: **County-wide Regulation Amendments** on the following property:

APPROXIMATE LOCATION:

County-wide

NOTICE IS HEREBY GIVEN that a public hearing will be held by the Adams County Planning Commission in the Hearing Room of the Adams County Government Center, 4430 S. Adams County Parkway, Brighton, CO – 1st Floor, on the **14th day of November, 2019**, at the hour of 6:00 p.m., where and when any person may appear and be heard and a recommendation on this application will be forwarded to the Board of County Commissioners.

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For further information regarding this case, please contact **Jennifer Rutter** at the Department of Community and Economic Development, 4430 S. Adams County Pkwy, Brighton, CO 80601, 720.523.6841. This is also the location where the maps and/or text certified by the Planning Commission may be viewed.

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS
JOSH ZYGIELBAUM, CLERK OF THE BOARD

TO BE PUBLISHED IN THE November 7, 2019 ISSUE OF THE Westminster Window

Please reply to this message by email to confirm receipt or call **Rayleen Swarts** at 720.523.6800.

Code Compliance Supervisor	Adams County Agency	PL004	Guenther	Eric	eguenther@adcogov.org
One Stop Manager	Adams County Agency	PL135	Berg	Andrea	aberg@adcogov.org
Assessor	Adams County Agency	PL166	Melonakis	Patsy	pmelonakis@adcogov.org
ADAMS COUNTY EXTENSION OFFICE	Adams County Agency	PL171	Gourd	Thaddeus	tmcbride@co.adams.co.us
ADAMS COUNTY ECONOMIC DEV.	Adams County Agency	PL172	ALLEN	TRICIA	tallen@adamscountyed.com
NS - Code Compliance	Adams County Agency	PL292	Rodriguez	Ed	erodriguez@adcogov.org
NS - Code Compliance	Adams County Agency	PL294	Moon	Gail	gmoon@adcogov.org
BERKELEY NEIGHBORHOOD ASSOC.	Citizen Group	PL015	RUDDEN	seminograndma@gmail.com	
COLUMBINE RANCHES	Citizen Group	PL046	MC FARLAND	DAVE	DMCF003@YAHOO.COM
CREEKSIDE SOUTH ESTATES	Citizen Group	PL052	MARTIN - PRESIDENT	STEVE	martincinc@msn.com
GOAT HILL	Citizen Group	PL073	WHITEHAIR	SHARON	sharonwhitehair@gmail.com
Guardian Angel Neighborhood	Citizen Group	PL075	Alcaro	Greg	grgalcaro@aol.com
HIGH FIVE PLAINS FOUNDATION	Citizen Group	PL081	DOYLE - PRESIDENT	FRANK	frankdoyle@tds.net
WELBY HERITAGE FOUNDATION	Citizen Group	PL181	O'DORISIO	ROBIN	robinodo@yahoo.com
Hawk Ridge Subdivision (Northside Mgmt%)	Citizen Group	PL265	Steve	Blackwood	nsmcommunity@gmail.com
WADLEY FARMS HOA	Citizen Group	PL280	Oliver	Bob	wadleyfarmshoa@msn.com
ALOHA BEACH	Citizen Group	PL281	GILLAN	PERDITTA	perditta@comcast.net
CAVANAUGH HILLS / CAVANAUGH HEIGHTS	Citizen Group	PL290	BROWN	DARRELL	dbrown@darrelbrown.net
CITY OF ARVADA	City	PL009	McConnell	Rita	rmcconnell@arvada.gov
CITY OF BRIGHTON - Planning	City	PL023	Bradford	Jason	jbradford@brightonco.gov
CITY OF FEDERAL HEIGHTS	City	PL066	WILLIAMS	TIM	twilliams@ci.federal-heights.co.us
CITY OF NORTHGLENN	City	PL105	Svoboda	Brook	bsvoboda@northglenn.org
CITY OF THORNTON	City	PL131	Hight	Lori	developmentsubmittals@cityofthornton.net
CITY OF WESTMINSTER	City	PL155	CUMMINS	MAC	mcummins@cityofwestminster.us
CASTLE ROCK DEVELOPMENT SERVICES	City	PL182	.	.	bdetweiler@cr.gov.com
Community Planning & Development (CITY AND COUNTY OF DENVER)	City	PL187	Nalley	Steve	steve.nalley@denvergov.org
City of Brighton - Urban Renewal Authority	City	PL273	.	.	lgonzales@brightonco.gov
CITY AND COUNTY OF DENVER	County	PL057	BROWN	CAROL	carol.brown@ci.denver.co.us
JEFFERSON COUNTY	County	PL090	WOLFORTH	JOHN	jwolfort@jeffco.us
WELD COUNTY PLANNING DEPT.	County	PL092	PARKO	TOM	tparko@co.weld.co.us
MORGAN COUNTY	County	PL098	GORRELL	BARBARA	bgorrell@co.morgan.co.us
EL PASO DEVELOPMENT SERVICES	County	PL190	KLECKNER	ELAINE	elaineleckner@elpasoco.com
COMMUNITY & DEVELOPMENT SERVICES	County	PL191	MILLER, DIRECTOR	RICHARD	richard.miller@elbertcounty.co.gov
Douglas County Planning	County	PL193	.	.	planningsubmittals@douglas.co.us
ALLEN DITCH	Ditch Company	PL006	KRUGMIRE	BOB	bkrugmir@cityofwestminster.us
HENRYLYN IRRIGATION DISTRICT	Ditch Company	PL024	JANSSEN	STEVE	stevenjansson@cs.com
HENRYLYN IRRIGATION DISTRICT	Ditch Company	PL024	BAUMGARTNER	RODNEY	manager@henrylyn.com
FARMERS & GARDNERS DITCH COMPANY	Ditch Company	PL031	BARELA	GERI	jerry.foster@denverwater.org
FARMERS RESERVOIR & IRRIGATION	Ditch Company	PL033	MONTOYA	MANUEL	manuel@farmersres.com
FISHER DITCH COMPANY	Ditch Company	PL034	BRIENZA	RUTH & GENE	gb173@outdrs.net
KERSHAW DITCH COMPANY	Ditch Company	PL063	PEHR	DAVE	zfpcc@earthlink.net
O'BRIEN CANAL/BURLINGTON DITCH	Ditch Company	PL069	MONTOYA	MANUEL	manuel@farmersres.com
UNITED WATER	Ditch Company	PL195	HALFFIELD	DON	don.halffield@xcelenergy.com
US EPA	Federal Agency	PL062	Christensen	Stan	christensen.stanley@epa.gov
UNITED STATES POST OFFICE	Federal Agency	PL143	DOBYNS	MARY C.	mary.c.dobyns@usps.gov
F.E.M.A. REGION VIII	Federal Agency	PL199	FITZPATRICK	BARB	barb.fitzpatrick@fema.gov
DENVER POSTMASTER'S OFFICE	Federal Agency	PL202	RODRIQUEZ	JOSE	jrodriqu@email.usps.gov
FEDERAL AVIATION ADMINISTRATION	Federal Agency	PL204	BRUCE	LINDA	linda.bruce@faa.gov
HAZARDOUS WASTE MGMT	Federal Agency	PL205	ROTHENMEYER, P.E.	WILLIAM H.	rothenmeyer.william@epa.gov
TRI-LAKES PROJECT OFFICE	Federal Agency	PL206	CAREY	TIM	timothy.t.carey@usace.army.mil
US ARMY PUBLIC AFFAIRS OFFICE	Federal Agency	PL207	ULRICH	SUSAN	susan.ulrich@us.army.mil
United States Postal Service	Federal Agency	PL288	Martinez	Erlinda	Erlinda.J.Martinez@USPS.gov
ARVADA FIRE DEPT.	Fire District	PL009	GREER	CHIEF JON	jon.greer@arvadafire.com
THORNTON FIRE DEPARTMENT	Fire District	PL131	Mccollum	Chad	firedept@cityofthornton.net
AURORA FIRE DEPT.	Fire District	PL141	GARCIA	MICHAEL	cwjones@auroragov.org
BENNETT FIRE DISTRICT #7	Fire District	PL142	CUMELY	CHIEF EARL	ecumley941@aol.com
BENNETT FIRE DISTRICT #7	Fire District	PL142	Connor	Caleb Connor	CalebConnor@BennettFireRescue.org
WESTMINSTER FIRE DEPT.	Fire District	PL155	HALL	CAPTAIN DOUG	dhal@ci.westminster.co.us
NORTH METRO FIRE DISTRICT	Fire District	PL156	Gosselin	Steve	sgosselin@northmetrofire.org
NORTH METRO FIRE DISTRICT	Fire District	PL286	Bruce	Joe	jbruce@northmetrofire.org
BRANTNER EXTENSION DITCH CO	Individual	PL021	Clark	Aaron	aclark@adcogov.org
CITY OF BROOMFIELD	Individual	PL029	Bertanzetti	Anna	abertanzetti@broomfield.org
COLORADO AGRICULTURE DITCH	Individual	PL039	Stockton	Matt	matt.stockton@cityofthornton.net
LOWER CLEAR CREEK DITCH CO.	Individual	PL065	Stockton	Matt	matt.stockton@cityofthornton.net
Adams County Development Services - Building	Individual	PL067	Blair	Justin	JBlair@adcogov.org
BRIGHTON SCHOOL DISTRICT 27J	Individual	PL072	Monti	Kerrie	kmonti@sd27j.org
BRIGHTON FIRE DISTRICT	Individual	PL145	Even	Whitney	planreviews@brightonfire.org
Adams County Fire Rescue	Individual	PL164	Wilder	Chris	cwilder@acfpd.org
Colorado Air and Spaceport	Individual	PL173	Ruppel	Dave	druppel@ftg-airport.com
Denver International Airport	Individual	PL189	Hester	Tim	Tim.Hester@flydenver.com
MORGAN COUNTY RURAL ELECTRIC	Individual	PL238	MARTENS	KEVIN	kmartens@mcraa.org
Sturgensweller	Individual	PL261	Sturgensweller	Gherwin	hausenberger@blingfoo.com
Adams County CEDD Environmental Services Division	Organization	PL002	Keefe	Katie	kkeefe@adcogov.org
Adams County Sheriff's Office: SO-HQ	Organization	PL003	Reigenborn	Rick	rreigenborn@adcogov.org
Adams County Sheriff's Office: SO-SUB	Organization	PL003	MILLER	SCOTT	smiller@adcogov.org
Adams County Treasurer	Organization	PL005	Culpepper	Lisa	lculpepper@adcogov.org
ARAPAHOE COUNTY	Organization	PL007	YECKES	JAN	referrals@arapahoegov.com
CITY OF AURORA ATTN: PLANNING DEPARTMENT	Organization	PL011	Ingrum	Porter	pingrum@auroragov.org
TOWN OF BENNETT	Organization	PL013	Merkle	Deb	dmerkle@bennett.co.us
BERKELEY WATER	Organization	PL016	Whitehair	Sharon	julie.seagren@denverwater.org
CDOT Colorado Department of Transportation	Organization	PL028	Sheehan	Bradley	bradley.sheehan@state.co.us
CDPHE - AIR QUALITY	Organization	PL035	Coffin	Richard	richard.coffin@state.co.us
CDPHE	Organization	PL035	Hackett	Sean	sean.hackett@state.co.us
CDPHE	Organization	PL037	Hackett	Sean	sean.hackett@state.co.us
COLORADO DIVISION OF WILDLIFE	Organization	PL043	Rocksund	Serena	serena.rocksund@state.co.us
Adams County CEDD Right-of-Way	Organization	PL044	Hillje	Marissa	mhillje@adcogov.org
Commerce City Planning Division	Organization	PL048	Martinelli	Domenic	dmartinelli@c3gov.com
Crestview Water & Sanitation	Organization	PL054	Stock	Patrick	PatrickStock@crestviewwater.net
UNION PACIFIC RAILROAD	Organization	PL055	Cloutier	Schia	smcloutier@up.com
DEER TRAIL SOIL CONSERVATION DIST	Organization	PL056	WAILES	SHERYL	deertraileastadams@gmail.com
EAST ADAMS SOIL CONSERVATION	Organization	PL059	WAILES	SHERYL	deertraileastadams@gmail.com
Century Link, Inc	Organization	PL082	Wiedreich	Brandyn	brandyn.wiedrich@centurylink.com
Hyland Hills Park & Recreation District	Organization	PL088	Barnhart	Terry	tbarnhart@hylandhills.org
Xcel Energy	Organization	PL099	George	Donna	Donna.L.George@xcelenergy.com
North Lincoln Water and Sanitation District	Organization	PL102	HINOJOS	JORGE	ebarenberg@owen-engineering.com
North Pecos Water & Sanitation District	Organization	PL103	Traska	Russell	manager@northpecoswater.org
North Washington Street Water & San Dist	Organization	PL104	James	Jim	jjamsey@mwsd.com
PERL MACK NEIGHBORHOOD GROUP	Organization	PL109	MICEK - PRESIDENT	DAN	DANMICEK54@COMCAST.NET
Riverdale Peaks Metro District	Organization	PL116	Johnson	Lisa	ljohnson@sdmsi.com

Adams County Parks and Open Space Department	Organization	PL122	Clark	Aaron	aclark@adcogov.org
South Adams County Water & San Dist	Organization	PL123	Moreno	Abel	amoreno@sacwsvd.org
STRASBURG PARKS AND REC DIST.	Organization	PL125	Graf	Angie	angie@strasburgparks.org
Strasburg Water & Sanitation Dist	Organization	PL126	Griffin	Tracy	strawaternsan@tds.net
TODD CREEK FARMS HOA/ HOMESTEAD MANAGEMENT	Organization	PL132	Pepper	Dana	dpepper@associaolorado.com
Todd Creek Village Metropolitan District	Organization	PL133	Ogé	Jimmy	jimmy@equinoxland.com
VANAIRE SKYPORT CORP.	Organization	PL146	Gann	Becky	vanaire@comcast.net
BYERS FIRE PROTECTION DISTRICT #9	Organization	PL153	DISHER	CHIEF MICHAEL	byersfire9@comcast.net
Adams County Fire Protection District	Organization	PL158	Wilder	Chris	cwilder@acfpd.org
SABLE ATURA FIRE DIST.	Organization	PL160	Tinney	Kammy	rweigum@sablesfire.org
SOUTH ADAMS CO. FIRE DISTRICT	Organization	PL161	Weigum	Randall	rweigum@sacfd.org
STRASBURG FIRE PROTECTION DIST #8	Organization	PL163	VENTURA	GERRI	gventura@svfd8.org
VANAIRE SKYPORT CORP. 2	Organization	PL180	Gann	Becky	vanaire@comcast.net
Denver Water	Organization	PL184	Teigen	Henry	hkb@water.denver.co.gov
DENVER REGIONAL COUNCIL OF GOV	Organization	PL209	BRODERICK	BILL	bbroderick@drccog.org
CDOT Colorado Department of Transportation	Organization	PL228	Sheehan	Bradley	bradley.sheehan@state.co.us
IREA	Organization	PL237	Kaufman	Brooks	bkaufman@intermountain-rea.com
Eastern Slope Rural Telephone Asso, Inc	Organization	PL247	Simmons	Tobe	tobes@esrta.com
Mile High Water Company	Organization	PL256	Stone	Harry	lionconsult@qwest.net
NORTHBRIDGE ESTATES AT GOLD RUN HOA	Organization	PL263	LUSSIER	SHANE	shane@cchoapros.com
Adams County CEDD Addressing	Organization	PL285	Hillje	Marissa	mhillje@adcogov.org
Adams County Construction Inspection	Organization	PL289	.Stevens	Gordon	gstevens@adcogov.org
NS - Code Compliance	Organization	PL293	Gress	Kerry	kgress@adcogov.org
NS - Code Compliance	Organization	PL295	Bachelor	Caleb	cbachelor@adcogov.org
NS - Code Compliance	Organization	PL296	Flores	Joaquin	jflores@adcogov.org
Rocky Mountain Rail Park Metropolitan District	Organization	PL300	Dangler	Greg	GDANGLER@RMRHOLDINGS.COM
BENNETT PARK AND RECREATION	Recreational District	PL014	Raines	Chris	Director@bennettrec.org
HORSE CREEK METROPOLITAN DISTRICT	Recreational District	PL086	C/O FINLEY AND CO. INC.	.	ddfinley@juno.com
TODD CREEK FARMS METRO DIST #2	Recreational District	PL136	White	Zachary	zwhite@wbapc.com
COMMUNITY RESOURCE SERVICES	Recreational District	PL208	.	.	jmeegers@crs.ofcolorado.com
REGIONAL TRANSPORTATION DIST.	Regional Agency	PL079	QUINN	CHRIS	chris.quinn@rtcd-denver.com
WEST ADAMS SOIL CONSERVATION DISTRICT	Regional Agency	PL093	Einspahr	Cindy	cindy.einspahr@co.usda.gov
WEST ADAMS SOIL CONSERVATION DISTRICT:westadamscd@gmail.com	Regional Agency	PL093	Email	Referral	westadamscd@gmail.com
METRO WASTEWATER RECLAMATION	Regional Agency	PL095	SIMMONDS	CRAIG	CSIMMONDS@MWRD.DST.CO.US
URBAN DRAINAGE & FLOOD CONTROL	Regional Agency	PL113	Mallory	David	dmallory@udfcd.org
REGIONAL AIR QUALITY COUNCIL	Regional Agency	PL210	LLYOD	KEN	klloyd@raqc.org
REAP I-70	Regional Agency	PL298	.	.	admin@i-70reap.com
DEER TRAIL SCHOOL DISTRICT 26J	School District	PL010	DOSS - SUPERINTENDENT DR	JERRE	drjdoss@aol.com
MAPLETON SCHOOL DISTRICT #1	School District	PL012	CIANCIO	CHARLOTTE	charlotte@mapleton.us
ADAMS 12 FIVE STAR SCHOOLS	School District	PL071	SCHAEFER - PLANNING MANAGER	MATT	matt.schaefer@adams12.org
BYERS SCHOOL DISTRICT 32J	School District	PL094	TURRELL	TOM	turrell.tom@byers.k12.co.us
WIGGINS SCHOOL DIST. RE50J	School District	PL118	LITTLE	DR. SHAROL	rmiller@wiggins50.k12.co.us
STRASBURG SCHOOL DISTRICT 31J	School District	PL129	Johnson	Monica	mjohnson@strasburg31j.org
WELD COUNTY SCHOOL DIST. RE-3J	School District	PL130	WADE	MARVIN	marvin@rebel-net.tec.co.us
BENNETT SCHOOL DISTRICT 29J	School District	PL137	Purdy	Robin	robinp@bsd29j.com
ADAMS ARAPAHOE SCHOOL DISTRICT 28J	School District	PL138	BARRY - SUPERINTENDENT	JOHN	jlbarry@aps.k12.co.us
WESTMINSTER SCHOOL DISTRICT #50	School District	PL139	Peterson	Jackie	jpeterson@adams50.org
ADAMS COUNTY SCHOOL DISTRICT 14	School District	PL140	Sanchez	Patrick	psanchez@adams14.org
COLORADO DEPT OF TRANSPORTATION	State of Colorado	PL028	Loeffler	Steve	steven.loeffler@state.co.us
CDPHE SOLID WASTE UNIT	State of Colorado	PL036	Todd	Andrew	Andrew.Todd@state.co.us
CDPHE - WATER QUALITY PROTECTION SECT	State of Colorado	PL037	Pfaltzgraff	Patrick	patrick.j.pfaltzgraff@state.co.us
COLORADO GEOLOGICAL SURVEY	State of Colorado	PL040	Carlson	Jill	CGS_LUR@mines.edu
Colorado Geological Survey: CGS_LUR@mines.edu	State of Colorado	PL040	Carlson	Jill	CGS_LUR@mines.edu
COLO DIV OF MINING RECLAMATION AND SAFETY	State of Colorado	PL041	WALDRON - SENIOR ENV	ANTHONY J.	tony.waldron@state.co.us
COLO DIV OF WATER RESOURCES	State of Colorado	PL042	Williams	Joanna	joanna.williams@state.co.us
COLORADO DIVISION OF WILDLIFE	State of Colorado	PL043	Hunholz	Eliza	eliza.hunholz@state.co.us
BARR LAKE STATE PARK	State of Colorado	PL213	SEUBERT	MICHELLE	barr.lake@state.co.us
CDPHE - HAZARDOUS MATS/WASTE MGT DIV	State of Colorado	PL214	BAUGHMAN	GARY	gary.baughman@state.co.us
CDPHE - RADIATION SERV PROGRAM	State of Colorado	PL215	WEAVER	KENNETH	kenneth.weaver@state.co.us
CDPHE - WATER SHED	State of Colorado	PL216	PARACHINI	DICK	dick.parachini@state.co.us
CDPHE - AIR POLLUTION CTRL DIVISION	State of Colorado	PL217	SILVERSTEIN	MIKE	mike.silverstein@state.co.us
CDPHE - HAZARDOUS MATS/WASTE MGT DIV	State of Colorado	PL218	JOHNSON	CHARLES	charles.johnson@state.co.us
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DEPT OF NATURAL RESOURCES /CVCB	State of Colorado	PL222	HAUCK	KEVIN	joe.busto@state.co.us
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Code Amendments Inquiry
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Fall 2019 Regulation Amendments (PLN2019-00014)

Community and Economic Development Department

Jennifer Rutter

December 10, 2019



Request

Amendments to the County's Development Standards and Regulations:

- ☐ Administrative Updates
- ☐ Building Permits and Contractor Registration
- ☐ “Event Center”
- ☐ Sign Code
- ☐ Telecommunications Towers and 5G
- ☐ Solar Energy Facilities
- ☐ Updates to A-2, I-1, and I-2 Zone Districts

Background

- ❑ September 10, 2019 – BoCC Study Session
- ❑ October 10, 2019 – PC Study Session
- ❑ November 12, 2019 – BoCC Study Session

- ❑ Development Code Amendment Committee (DCAC)
 - Development Services
 - Code Compliance
 - Public Works
 - Building Safety
 - One Stop Customer Center
 - County Attorney's Office

Development Standards

- ❑ Section 2-02-15 Details the procedures for amendments to the text of the Standards and Regulations.
- ❑ Only the BoCC may, after a recommendation from the Planning Commission, adopt a resolution amending the text of the Standards and Regulations.

Criteria for Approval

(2-02-15-06-01)

1. The text amendment is consistent with the Adams County Comprehensive Plan.
2. The text amendment is consistent with the purposes of these Standards and Regulations.
3. The text amendment will not be detrimental to the majority of person or property in the surrounding areas nor to the community in general.

Administrative Updates

Recommendation:

- Position titles (new Departments)
- Enforcement Authority
- Front Range Airport → Colorado Air and Space Port
- ADU calculation clarification
- Retaining wall height requiring a building permit (IBC)
- Changing “junkyard” to “salvage yard”
- Cleaning up references, typos

Analysis:

- Regular updates needed to stay current

Building Permits and Contractor Registration

Recommendation:

- Update contractor registration requirement
- Defining duration of building permit and application validity
- Clarification on extension request

Analysis:

- Consistency with the State requirements and IBC
- Clarifying processes

“Event Center”

Recommendation:

- Creating a use: “Event Center”
- Removing uses: “Auditoriums” and “Assembly Halls”

Analysis:

- Broadening the term to account for a wider variety of event-hosting locations

“Event Center”

Definition:

“A facility consisting of structures or premises used to accommodate the assembly of persons for private or public meetings, parties, weddings, wedding receptions, reunions, birthday celebrations, charitable fundraisers, and any other social engagement purposes, or similar such uses. Such use may include the provision of food, beverages, and entertainment.”

Use Chart:

A-1	A-2	A-3	R-E	R-1-C	R-2	R-3	R-4	C-0	C-1	C-2	C-3	C-4	C-5	I-1	I-2	I-3	PL
-	-	C	-	-	-	-	-	-	C	P	P	P	P	P	P	P	C

Sign Code

Recommendation:

- Removing performance standards for certain types of signs (*Reed v. Town of Gilbert*)
- Reducing maximum height of free-standing on-premise signs from 36/25 feet to 24 feet in all commercial and industrial zones
- Allowing additional wayfinding signs at accesses

Analysis:

- Compliance with case law
- Enhancing commercial corridors
- Compatibility with adjacent jurisdictions

Telecommunications and 5G

Recommendation:

- Creating a new Administrative Review Permit process for:
 - Small cell towers (60/90 days)
 - Cell towers (90/150 days)
- Creating performance standards to ensure aesthetics and community character is preserved

Analysis:

- Compliance with FCC regulations (shot clock)
- Telecommunication technology supports new development

Solar Energy Systems

Recommendation:

- Two types of solar energy systems:
 - Ground-mounted
 - Roof-mounted

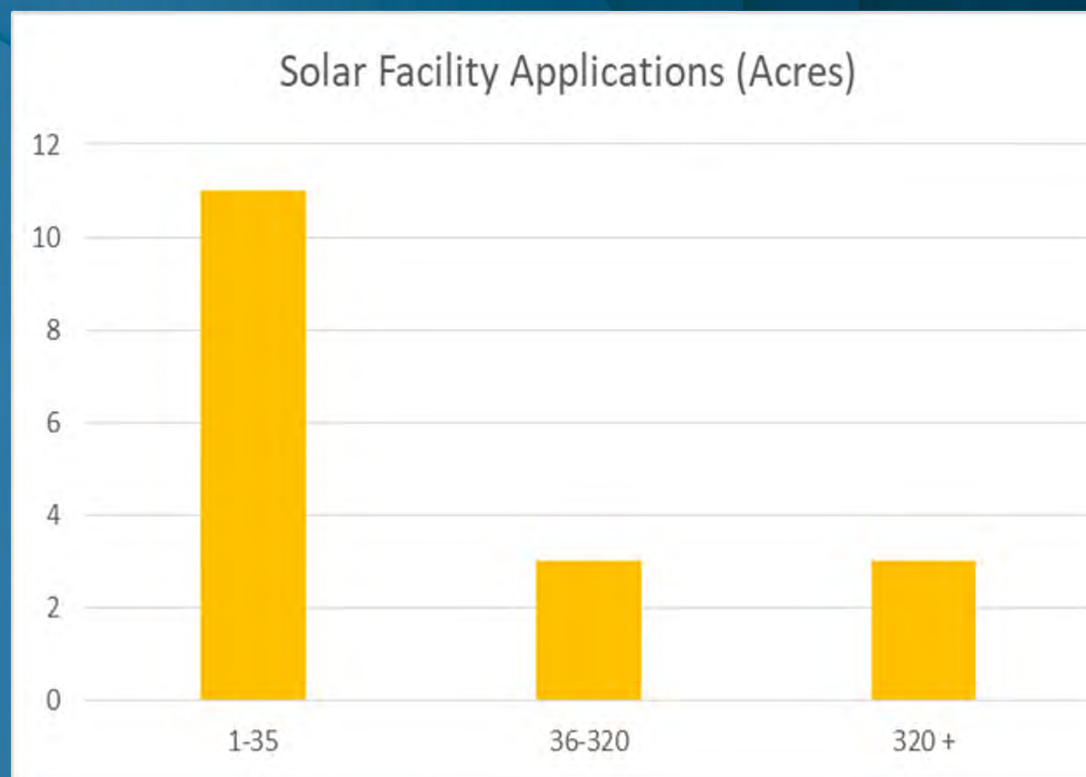
Analysis:

- Streamline County reviews and approval process
- Include standards from recent approvals
- Recommendation from SolSmart

Solar Energy Facilities

❑ Three categories of ground-mounted solar energy systems (based on surface area):

- Large-Scale (>320 acres)
- Medium-Scale (35 acres - 320 acres)
- Small-Scale (<35 acres)



Solar Energy Systems

Use Table and Chart:

Small-Scale

A-1	A-2	A-3	R-E	R-1-C	R-2	R-3	R-4	C-0	C-1	C-2	C-3	C-4	C-5	I-1	I-2	I-3	PL
C	P	P	C	C	C	C	C	C	C	C	C	P	P	P	P	P	P

Medium-Scale

A-1	A-2	A-3	R-E	R-1-C	R-2	R-3	R-4	C-0	C-1	C-2	C-3	C-4	C-5	I-1	I-2	I-3	PL
C	C	P	C	-	-	-	-	-	-	C	C	P	P	P	P	P	C

Large-Scale

A-1	A-2	A-3	R-E	R-1-C	R-2	R-3	R-4	C-0	C-1	C-2	C-3	C-4	C-5	I-1	I-2	I-3	PL
C	C	C	-	-	-	-	-	-	-	-	-	C	C	C	C	C	C

Solar Energy Facilities

☐ Additional Submittal Items:

- Building Permits
- Sediment/Erosion Control Plan
- Drainage Report & Mitigation Measures
- Trip Generation Analysis
- Access Permit

☐ Landscaping / Screening (site-specific)

☐ Major Energy Facilities – Conditional Use Permit

11-02-342 MAJOR ENERGY FACILITIES

Transmission lines, power plants, and substations; gas processing plants, and related storage areas providing fossil fuels, manufactured gas, or other petroleum derivatives; microwave installations; and pipelines above ground in excess of one (1) mile in length.

Updates to the A-2, I-1, and I-2 Zone Districts

Recommendation:

- Change permitted and conditionally permitted uses to be more in line with purpose of zone districts

Analysis:

A-2 District: The purpose of the Agricultural-2 District is to provide a district for rural subdivisions of at least ten (10) acres in size where adequate provisions are made for internal and external roads and access, water and sewer facilities, fire protection and other emergency services, and other public services and utilities. Farming uses are permitted, including the cultivation of land and the keeping of a limited number of animals.

I-1 District: The purpose of the Industrial-1 District is to provide a general commercial and restricted industrial district designed to provide for a variety of compatible business, warehouse, wholesale, offices and very limited industrial uses.

I-2 District: The purpose of the Industrial-2 District is to accommodate light manufacturing, processing, fabrication, assembly, and storage of non-hazardous and/or non-obnoxious material and products as well as allowing service facilities for industries and their employees.

Updates to the A-2, I-1, and I-2 Zone Districts

Recommendation:

- Uses no longer allowed in A-2 and I-1; conditionally permitted in I-2:
 - Heavy manufacturing or processing uses in I-1
 - Most heavy industrial uses in A-2
 - Certain heavy industrial uses within I-1
- Changing certain uses from permitted to conditional uses in I-1:
 - Accessory outdoor storage in excess of 25% and up to 100% of the building area
 - Landscape storage yards

Updates to the A-2*, I-1 and I-2 Zone Districts

[illegible]

Summary of Code Amendments

Code Amendment	Summary
Administrative Updates	Changes needed to stay current, fix typos, minor clarifications
Building Permits and Contractor Registration	Adding contractor registration and consistency with IBC, state
“Event Center”	Replacing “Auditoriums” and “Assembly Halls” with “Event Center”
Sign Code	Reducing the height of on-premise signs and making one category of temporary signs
Telecommunications Towers and 5G	Adding an administrative review process for telecommunications towers to be in compliance with FCC; adding performance standards
Solar Energy Facilities	Increasing efficiency of reviewing applications for solar energy development and facilities in the County
Updates to A-2, I-1, and I-2 Zones	Changing the permitted, conditional, and prohibited uses for the Agricultural-2, Industrial-I, and Industrial-2 zone districts.

Public Outreach

❑ Public Meetings

- 9/23/19 at Huron Anythink Library (Thornton)
 - Five attendees
 - Discussion about the sign code and 5G regulations
- 9/25/19 at Adams County Government Center (Brighton)
 - One attendee

❑ Stakeholder Meetings

- Solar Developers (8/6/19)
- Industrial Users (9/30/19)
 - Industrial building tour (10/17/19)

Referral Comments

Sent 2,000+ emails to interested parties (contractors, clubs, organizations, individuals, etc.)

- Eight comments were received:
 - Detailed suggestions for sign code updates
 - Concerns with changing Concrete Production to a conditional use in I-1
 - Appreciation from two solar developers
 - Suggestions for Heavy Logistics Center definition

Referral request sent to 250+ agencies:

Responding with Concerns: None

Responding with Suggestions: Fleet & Facilities

Planning Commission Update

- ❑ Planning Commission public hearing: November 14, 2019
 - Recommended approval (6-1)
 - Five members of the public provided comments
 - Solar regulations
 - Concerns with changes to I-1 and I-2 zones
 - “Event Center” definition
 - Planning Commission members discussed:
 - Hemp processing
 - Permit process for cell towers
 - Concerns with conditional uses in I-1 and I-2 zones that have significant investment; suggested some CUPs should be allowed a longer time frame

Staff Recommendation

The request is:

1. Consistent with the Comprehensive Plan
2. Consistent with the Development Standards and Regulations
3. Will not be detrimental to the citizens of Adams County

Staff and Planning Commission are recommending:

Approval (PLN2019-00014) based on 3 Findings of Fact and 1 Condition.

Recommended Condition

1. The Community and Economic Development Department staff may make minor corrections to these text amendments until December 31, 2019, including but not limited to, typographical errors, to ensure consistency and accuracy throughout the regulations.

Findings of Fact

1. The text amendment is consistent with the Adams County Comprehensive Plan.
2. The text amendment is consistent with the purposes of these Standards and Regulations.
3. The text amendment will not be detrimental to the majority of persons or property in the surrounding areas nor the community in general.

CHAPTER 1—ADMINISTRATION

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Chapter 1—ADMINISTRATION**1-01 INTRODUCTION****1-01-01 FINDINGS**

The Board of County Commissioners of Adams County, Colorado, hereby finds, due to the continued pressures associated with new development, redevelopment, and use of properties in unincorporated Adams County, that standards and regulations to guide development are necessary to protect and promote the public health, safety, and general welfare of the County.

1-01-02 AUTHORITY

The Adams County Board of County Commissioners has authority to adopt these development standards and regulations pursuant to the following provisions of the Colorado Constitution and the Colorado Revised Statutes, as amended:

1. Article 1, Title 32 (Special District Act/Provisions);
2. Article 1, Title 34 (Preservation of Commercial Mineral Deposits);
3. Article 2, Title 43 (State, County and Municipal Highways);
4. Article 4, Title 41 (Airports);
5. Article 6, Title 28 (Division of Aviation);
6. Article 7, Title 25 (Colorado Air Quality Control);
7. Article 8, Title 25 (Colorado Water Quality Control Act);
8. Article 11, Title 30 (County Powers and Functions);
9. Article 15, Title 30 (County Regulations Under Police Powers);
10. Article 20, Title 29 (Local Government Land Use Control Act);
11. Article 28, Title 30 (County Planning and Building Code);
12. Article 30.5, Title 38 (Conservation Easements);
13. Article 32, Title 22 (Zoning, Planning and Building Code, Duties of School District Boards);
14. Article 60, Title 34 (Oil and Gas Conservation Act);
15. Article 65.1, Title 24 (Areas and Activities of State Interest); and
16. Article 68, Title 24 (Vested Property Rights).

1-01-03 PURPOSE AND INTENT

These standards and regulations are revised with deletions, additions, and amendments to control and assist in the orderly, efficient, and integrated development of the County, in order to preserve the health, safety, and welfare of the public, in accordance with established County policies and plans.

These standards and regulations designate, regulate, and restrict the location of the buildings, structures, and use of land for residence, commercial, industry, agriculture or other purposes; regulate and limit the height, number of stories, and size of buildings and other structures hereafter erected or altered; establish minimum requirements for off-street parking, loading, and unloading; regulate and determine the minimum size of lots; regulate and determine the size of yards, landscaping, and other open spaces; regulate the density of population and buildings; and for said purposes, divide the unincorporated area of the County into zone districts of such number, shape and area as may be deemed best suited to carry out these standards and regulations and to provide for their administration, enforcement, and amendment.

These standards and regulations further establish general procedures for processing subdivision plats and related land records, facilitate an orderly keeping of real property records, and safeguard the interests of the public and the property developer. These standards and regulations provide for adequate public utilities and improvements, schools, parks, and other open spaces for public use, and for protection from fire, flood, and other dangers.

1-01-04 TITLE

These standards and regulations shall be known as the "Adams County Development Standards and Regulations" and have been referred to as the "standards and regulations" when a shortened title was necessary.

1-01-05 APPLICABILITY

These standards and regulations shall apply to the development and use of all unincorporated lands within the jurisdictional boundary of Adams County, Colorado, unless expressly or specifically exempted.

No use or development shall commence without prior authorization pursuant to these standards and regulations. All development within unincorporated Adams County shall comply with the requirements, criteria and procedures contained in these standards and regulations.

1-01-06 RELATIONSHIP TO OTHER LAWS AND PREVIOUSLY ADOPTED REGULATIONS

Nothing in these standards and regulations shall be construed as exempting any person from other requirements of Adams County, or any state and federal laws or regulations. To the extent the requirements of these standards and regulations differ from other applicable county, state, or federal requirements, the most restrictive or those imposing the higher standard shall govern.

All Adams County regulations inconsistent or in conflict with these standards and regulations are hereby repealed to the extent of such inconsistency or conflict and no further. Such repeals shall not affect or prevent the enforcement of a violation of any regulation repealed hereby; nor for any violation existing or committed prior to the repeal; nor extend the termination date for a non-conforming use, if under both these and previous regulations, such a use was declared non-conforming.

1-01-07 RELATIONSHIP TO COVENANTS

Persons owning property in the unincorporated area of Adams County may have a covenant recorded against their property that affects how the land may be used or developed. It is hereby noted as a point of information that such covenants constitute a private party agreement between the property owner imposing the covenant and subsequent owners. The County does not have the power or obligation to enforce or alter such covenants. However, where there is a conflict between covenants and the provisions of these standards and regulations, the County has the authority to enforce these standards and regulations, and the property owner is obligated to abide by the more restrictive provision. If the County is a party to a recorded covenant, then the County has the authority to enforce such covenant in accordance with its terms and applicable law.

1-01-08 SEVERABILITY

It is the intent that the provisions of these standards and regulations shall be severable so that:

1. If any provision of these standards and regulations is declared invalid or unconstitutional, the effect of the decision shall be limited to that lot, building, other structures, or tract of land immediately involved in the controversy, action or proceeding in which the judgment or decree of invalidity is rendered.
2. If any provision of the standards and regulations is declared invalid or unconstitutional, the decision shall not affect, impair, or nullify these standards and regulations as a whole or any of the remaining portions of these standards and regulations, or the application of any provision of these standards and regulations to any other lot, building, structure, or tract of land.

1-01-09 INTERPRETATION

The requirements of these standards and regulations are intended to protect and benefit the Adams County government.

In the interpretation and application of these standards and regulations, the following criteria shall govern:

1-01-09-01 DEGREE OF REQUIREMENT

The interpretation and application of the provisions in these standards and regulations shall be regarded as the minimum requirements for the protection of the health, safety, and welfare of the public. These standards and regulations shall be regarded as remedial and shall be liberally construed to further the purpose of these standards and regulations and the Adams County Comprehensive Plan.

1-01-09-02 EXISTING PERMITS, USES AND PRIVATE DOCUMENTS

These standards and regulations are not intended to adversely affect any permits issued prior to the effective date of these standards and regulations. Any use or occupation of land previously approved as a permitted use or as a planned unit development (PUD) shall be permitted to continue as a lawful use or occupation. All land use applications for Preliminary PUD, Final PUD, General Development Plan, Final Plat, Conditional Use Permit, or Special Use Permit currently in process or approved at the time of adoption of these regulations shall not be subject to these standards and regulations retroactively. These standards and regulations shall not extend the life or scope of any non-conforming use. These standards and regulations do not validate or legalize any land use or structure established, constructed, developed or maintained in violation of a prior County resolution, regulation, easement, covenant, agreement, plat, deed restriction or other restrictive covenant in effect prior to the effective date of these standards and regulations.

1-01-09-03 TITLES, SUBTITLES, ADVISORY ONLY

The titles and subtitles of the various sections and subsections of these standards and regulations are advisory only. In the event of any conflict between the title and the text of a provision, the text shall control.

1-01-09-04 STATE LAW

These standards and regulations shall be interpreted in accordance with the laws of the State of Colorado.

1-01-09-05 THE DIRECTOR OF COMMUNITY AND ECONOMIC DEVELOPMENT

The Director of Community and Economic Development shall interpret these standards and regulations to reflect the purpose and intent of protecting the health, safety, and welfare of the public.

1-01-10 EFFECTIVE DATE

These standards and regulations shall take effect and be in force on April 15, 2002. An application submitted prior to the effective date of these standards and regulations shall be reviewed, and action shall be taken in accordance with the County land use and development regulations in effect at the time a complete application was submitted, unless the applicant agrees to have their application reviewed pursuant to these standards and regulations.

1-02 **BOARDS AND COMMISSIONS**

1-02-01 **BOARD OF COUNTY COMMISSIONERS**

1-02-01-01 **SELECTION AND TERM**

Each County Commissioner is elected to a four (4)-year term by the voters of Adams County. Commissioners are nominated and elected by a countywide vote. One County Commissioner is elected from each of the districts.

1-02-01-02 **AUTHORITY AND RESPONSIBILITY**

The Board of County Commissioners is empowered to:

1-02-01-02-01 ***ADOPT REGULATIONS***

Adopt and amend these standards and regulations including, but not limited to, zoning and subdivision regulations and any associated maps.

1-02-01-02-02 ***APPROVE PERMITS AND APPLICATIONS***

Approve, approve with conditions, or deny conditional use permits, preliminary subdivision plats, final subdivision plats, overall development plans, preliminary development plans, and final development plans.

1-02-01-02-03 ***GRANT WAIVERS***

Grant waivers from the subdivision standards and regulations, as set forth in Chapter 5.

1-02-01-02-04 ***VOID AGREEMENTS AND PLATS***

Void plats, subdivision improvement agreements or other official documents or agreements if it is found there has been a material misrepresentation of fact that impacts the design, or legal or physical status of a subdivision or development proposal. Prior to the Board's exercise of the authority to void any plat, agreement or document, the Board shall hold a hearing in order to permit the parties in interest to address any misrepresentation of fact.

1-02-01-02-05 ***APPOINT MEMBERS AND STAFF***

Appoint members of the Board of Adjustment and the Planning Commission.

1-02-01-02-06 *JUDGE QUALIFICATIONS*

Judge the qualifications of and contract with technical experts to assist in the review of proposals submitted pursuant to these standards and regulations.

1-02-01-02-07 *DELEGATE POWERS*

Delegate powers, duties, and responsibilities to the Planning Commission, Board of Adjustment, other boards and commissions, and administrative staff members to the extent permitted by law any power granted to the Board provided that such delegation is made subject to specific instruction, criteria, and standards to guide the exercise of any delegated discretion.

1-02-01-02-08 *IMPOSE REASONABLE CONDITIONS UPON APPROVALS*

Impose reasonable conditions upon approval of any application.

1-02-01-02-09 *SUSPEND OR REVOKE PERMITS*

A permit may be suspended or revoked by the Board of County Commissioners if, in the opinion of the Board of County Commissioners, the permit holder or operator conducting the use fails to abide by the terms, requirements, conditions, or stipulations of the permit. If the Board of County Commissioners deems a suspension to be appropriate, it may allow the permit holder or operator to perform necessary changes or correct conditions in order to meet the performance standards of the Development Standards and Regulations, or the purpose and intent of the Development Standards and Regulations. No person may continue to make use of land in the manner authorized by the permit after such permit has been revoked in accordance with this section. The determination as to whether a permit is to be revoked or suspended rests with the Board of County Commissioners, as determined in a public hearing on the issue. The public hearing on suspension or revocations requires written notice to the permit holder informing them of the time and place of the hearing, and requiring them to show cause why the permit should not be suspended or revoked.

1-02-01-03 *QUORUM AND VOTE*

A majority of the members of the Board of County Commissioners shall constitute a quorum for conducting business, and action may be taken by a majority of those present. A tie vote shall be deemed a denial of the motion before the Board. Proxies cannot be used for any purpose. When Commissioners absent themselves from consideration of an item before the Board because of a conflict of interest, the member(s) shall be considered present for purposes of maintaining

a quorum. The record of voting on such items shall indicate the abstention of any Commissioner.

1-02-01-04 NOTICE MEETINGS

In addition to any specific notice for individual items required by applicable statute, resolution, or regulation, the Board shall post a notice (and an agenda when available) of its regular meetings and any special meetings in a location designated by resolution of the Board of County Commissioners at least twenty-four (24) hours before the meeting.

1-02-01-05 SITE VISITS

Site visits may be scheduled after an application has been submitted for review. The Community and Economic Development Department, not the applicant, is responsible for scheduling site visits for the Board of County Commissioners. Individual Commissioners may visit sites on their own and may enter the property with the owner's permission. If any relevant and material information is obtained and considered by a Board member as a result of any site visit, such information shall be disclosed prior to or at the time of the public hearing so that interested parties may have an opportunity to respond.

1-02-01-06 STUDY SESSIONS

Study sessions provide an opportunity for Board members to familiarize themselves with the issues and information before the Board. No formal action is taken at study sessions. Study sessions may be included on a regular meeting agenda or a special meeting may be called.

Study sessions shall be conducted in accordance with the following process:

1. At a scheduled meeting of the Board, the Board staff shall conduct an administrative presentation of the application. The purpose of the administrative presentation is to familiarize the Board with the scope of the application and the applicable process for review.
2. The administrative presentation shall be conducted as an administrative or informational meeting and the review shall not be conducted as a formal hearing. Twenty-four (24) hours notice of the study session shall be required.
3. No public testimony, statement by the applicant, or other evidence shall be taken or considered by the Board, and no policy, resolution, rule, regulation, or formal action shall be made or taken. Individual members of the Board may inform the staff member making the administrative presentation of issues or information that may be of interest or concern to

the Board at the time of the formal application review and public hearing. The administrative presentation shall not be considered part of the public hearing record for the application.

1-02-01-07 RULES OF PROCEDURE

The Board may adopt supplementary rules of procedure not inconsistent with these standards and regulations or state statutes.

1-02-02 PLANNING COMMISSION

1-02-02-01 ESTABLISHMENT AND MEMBERSHIP

The Board of County Commissioners of Adams County shall appoint a Planning Commission. The Planning Commission shall consist of seven (7) regular members and two (2) alternate members. Each member shall be a resident of Adams County.

In addition, the Board of County Commissioners may appoint associate members to the Planning Commission. In the event any regular member is temporarily unable to act owing to absence, illness, or conflict of interest in any matter before the Commission, or any other cause, an associate member may take the member's place for the duration of the absence.

1-02-02-02 TERMS FOR PLANNING COMMISSION MEMBERS

Members of the Planning Commission shall serve terms of three (3) years or until a successor is appointed. Members may serve an indefinite number of terms, subject to reappointment by the Board of County Commissioners. The terms shall be staggered by making the initial appointment such that approximately one-third of the members' terms expire each year.

1-02-02-03 APPOINTMENT OF MEMBERS

If a vacancy occurs or is scheduled to occur among the members of the Planning Commission, an advertisement inviting applications may be placed in a newspaper of general circulation in the County. Candidates shall submit a letter of application or a resume describing their qualifications. The Board of County Commissioners may conduct interviews prior to making an appointment.

1-02-02-04 COMPENSATION OF MEMBERS

The members of the Planning Commission shall receive such compensation as fixed by the Board of County Commissioners. At a minimum, the Board of County Commissioners shall provide for reimbursement for reasonable expenses incurred in direct performance of the members' duties.

1-02-02-05 REMOVAL OF PLANNING COMMISSION MEMBERS

Any member of the Planning Commission may be removed for cause by the Board of County Commissioners upon written charges and after a public hearing, unless such hearing is waived by the member. Reasons for removal of a member may include failure to attend three (3) consecutive, regular meetings without good cause; failure to abide by the rules of conduct of members; or ceasing to be a resident of the County. A member of the Planning Commission may also be removed if, because of personal, business, or professional ties, the member has been rendered ineffective as a member because the member is unable to participate in decisions on a substantial share of the matters before the Commission.

1-02-02-06 ELECTION OF OFFICERS

The Planning Commission shall elect a chairman and a vice-chairman each year at its first regular meeting on or after all annual appointments have been made by the Board of County Commissioners. The chairman and vice-chairman shall serve a one (1)-year term and may be reelected for additional terms. The secretary for the Planning Commission shall be provided by the Community and Economic Development Department.

1-02-02-07 QUORUM AND VOTE

A majority of the members of the Planning Commission shall constitute a quorum for conducting business, and action may be taken by a majority of those present. A tie vote shall be deemed a denial of the motion before the Commission. Proxies cannot be used for any purpose. When Planning Commissioners absent themselves from consideration of an item before the Commission because of a conflict of interest, the member(s) shall be considered present for purposes of maintaining a quorum. The record of voting on such items shall indicate the abstention of any Planning Commissioners.

1-02-02-08 NOTICE MEETINGS

In addition to any specific notice for individual items required by applicable statute, resolution, or regulation, the notice (and agenda when available) of the

Planning Commission's regular meetings and any special meetings shall be posted in a location established by resolution of the Board of County Commissioners no less than twenty-four (24) hours before the meeting.

1-02-02-09 SITE VISITS

Site visits may be scheduled after an application has been submitted for review, but before or during the Commission's public hearing. The Community and Economic Development Department, not the applicant, is responsible for scheduling site visits for the Planning Commission. Individual members may visit sites on their own and may enter the property with the owner's permission. If any relevant and material information is obtained and considered by a Commission member as a result of any site visit, such information shall be disclosed prior to or at the time of the public hearing so that interested parties may have an opportunity to respond.

1-02-02-10 STUDY SESSIONS

Study sessions provide an opportunity for Planning Commission members to familiarize themselves with the issues and information before the Commission. No formal action is taken at study sessions. Study sessions may be included on a regular meeting agenda or a special meeting may be called.

1-02-02-11 RULES OF PROCEDURE

The Planning Commission may adopt supplementary rules of procedure not inconsistent with these standards and regulations or state statutes.

1-02-02-12 AUTHORITY AND RESPONSIBILITY

All decisions of the Planning Commission are subject to review and approval of the Board of County Commissioners, except those relating to the Comprehensive or Master Plan.

The Planning Commission, through the authority granted to it by the Board of County Commissioners and state statute, is empowered to:

1-02-02-12-01 *DEVELOP AND ADOPT A COMPREHENSIVE PLAN*

Develop and adopt a Comprehensive or Master Plan for the physical development of the unincorporated area of the County, which shall include but not be limited to, land use, transportation, circulation, parks, open space, and housing.

1-02-02-12-02 *DEVELOP ZONING REGULATIONS*

Develop and make recommendations concerning potential amendments to these standards and regulations including text and maps representing those applicable policies identified in the Comprehensive Plan. Any regulation or amendment shall be subject to the review and formal adoption by the Board of County Commissioners.

1-02-02-12-03 *DEVELOP SUBDIVISION REGULATIONS*

Develop and make recommendations concerning subdivision regulations and amendments to subdivision regulations.

1-02-02-12-04 *MAKE RECOMMENDATIONS ON APPLICATIONS*

Review and make recommendations concerning applications for zoning text and zoning map amendments, conditional use permits, and subdivisions of land.

1-02-02-12-05 *RECOMMEND REASONABLE CONDITIONS UPON APPROVALS*

Impose or recommend reasonable conditions upon approval or recommendation for approval of any application.

1-02-03 *BOARD OF ADJUSTMENT*

1-02-03-01 *ESTABLISHMENT AND MEMBERSHIP*

The Board of County Commissioners of Adams County shall appoint a Board of Adjustment. The Board of Adjustment shall consist of five (5) regular members. Each member shall be a legal resident of Adams County.

In addition, the Board of County Commissioners may appoint associate members to the Board of Adjustment. In the event any regular member is temporarily unable to act owing to absence, illness, or conflict of interest before the Board of Adjustment, or any other cause, an associate member may take the member's place during the absence.

1-02-03-02 *TERMS FOR BOARD OF ADJUSTMENT MEMBERS*

Members of the Board of Adjustment shall serve terms of five (5) years or until a successor is appointed. Members may serve an indefinite number of terms, subject to reappointment by the Board of County Commissioners. The terms shall

be staggered by making the initial appointment so that at least one (1) member's term shall expire each year.

1-02-03-03 APPOINTMENT OF MEMBERS

If a vacancy occurs or is scheduled to occur among the members of the Board of Adjustment, an advertisement inviting applications may be placed in a newspaper of general circulation in the County. Candidates shall submit a letter of application or a resume describing their qualifications. The Board of County Commissioners may conduct interviews prior to making an appointment.

1-02-03-04 COMPENSATION OF MEMBERS

The members of the Board of Adjustment shall receive such compensation as fixed by the Board of County Commissioners. At a minimum, the Board of County Commissioners shall provide for reimbursement for reasonable expenses incurred in direct performance of the members' duties.

1-02-03-05 REMOVAL OF BOARD OF ADJUSTMENT MEMBERS

Any member of the Board of Adjustment may be removed for cause by the Board of County Commissioners upon written charges and after a public hearing, unless such hearing is waived by the member. Reasons for removal of a member may include: failure to attend three (3) consecutive, regular meetings without good cause; failing to abide by the rules of conduct of members; or ceasing to be a resident of the County. A member of the Board of Adjustment may also be removed if, because of personal, business, or professional ties, the member has been rendered ineffective as a member because the member is unable to participate in decisions on a substantial share of the matters before the Board of Adjustment.

1-02-03-06 ELECTION OF OFFICERS

The Board of Adjustment shall elect a chairman, vice-chairman, and secretary each year at its first regular meeting on or after all annual appointments have been made by the Board of County Commissioners. The chairman, vice-chairman, and secretary shall serve a one-year (1) term and may be reelected for additional terms.

1-02-03-07 QUORUM AND VOTE

A majority of the members of the Board of Adjustment shall constitute a quorum for conducting administrative business and to formally act on agenda items,

except that five (5) members shall constitute a quorum for the purposes of determining matters requiring the concurring vote of four (4) members of the Board of Adjustment. The concurring vote of four (4) members of the Board of Adjustment shall be necessary to reverse any order, requirement, decision, or determination made by an administrative officer in the administration or enforcement of these standards and regulations. In addition, a minimum of five (5) members shall be present to vote on an appeal of administrative decision. Proxies cannot be used for any purpose. When Board of Adjustment members absent themselves from consideration of an item before the Board of Adjustment because of a conflict of interest, associate members may fill any membership vacancies for the purpose of hearing and disposing of the case before the Board of Adjustment. If an associate member is not present, the record of voting on such items shall indicate the abstention of any affected Board of Adjustment member.

1-02-03-08 NOTICE MEETINGS

In addition to any specific notice for individual items required by applicable statute, resolution, or regulation, the Board of Adjustment shall post the notice (and agenda when available) of its regular meetings and any special meetings in a location established by resolution of the Board of County Commissioners no less than twenty-four (24) hours before the meeting.

1-02-03-09 SITE VISITS

Site visits may be scheduled after an application has been submitted for review, but before or during the Board of Adjustment's public hearing. The Community and Economic Development Department, not the applicant, is responsible for scheduling site visits for the Board of Adjustment. Individual members may visit sites on their own and may enter the property with the owner's permission. If any relevant and material information is considered by a Board member as a result of any site visit, such information shall be disclosed prior to or at the time of the public hearing so that interested parties may have an opportunity to respond.

1-02-03-10 STUDY SESSIONS

Study sessions provide an opportunity for the Board of Adjustment members to familiarize themselves with the issues and information before the Board. No formal action is taken at study sessions.

Study sessions shall be conducted in accordance with the following process:

1. At a scheduled meeting of the Board, the Board staff shall conduct an administrative presentation of the application. The purpose of the administrative presentation is to familiarize the Board with the scope of the application and the applicable process for review.

2. The administrative presentation shall be conducted as an administrative or informational meeting and the review shall not be conducted as a formal hearing. Twenty-four (24) hours notice of the study session shall be required.
3. No public testimony, statement by the applicant, or other evidence shall be taken or considered by the Board, and no policy, resolution, rule, regulation, or formal action shall be made or taken. Individual members of the Board may inform the staff member making the administrative presentation of issues or information that may be of interest or concern to the Board at the time of the formal application review and public hearing. The administrative presentation shall not be considered part of the public hearing record for the application.

1-02-03-11 RULES OF PROCEDURE

Meetings of the Board of Adjustment shall be held at the call of the chairman and at such other times as the Board may specify in its rules of procedure. The chairman, or in his absence, the vice-chairman, may administer oaths and compel the attendance of witnesses by application to and order of court. The court, upon proper showing of an application by the Board of Adjustment, may issue subpoenas and enforce obedience by contempt proceedings. The Board of Adjustment may adopt supplementary rules of procedure not inconsistent with these standards and regulations or state statutes.

1-02-03-12 AUTHORITY AND RESPONSIBILITY

Decisions of the Board of Adjustment may not be appealed to the Board of County Commissioners, but shall be appealed pursuant to state statutes and state rules of civil procedure.

The Board of Adjustment, through the authority granted to it by C.R.S. §30-28-117 and C.R.S. §30-28-118 and these standards and regulations, is empowered to:

1-02-03-12-01 GRANT VARIANCES

Grant or deny a variance pursuant to the requirements and procedures of these standards and regulations relating to special physical requirements, but not to use, of the property. The Board of Adjustment may not grant a variance from the noise and height restrictions within any aviation zone, International Airport Clear Zone, or Airport Height and Noise Overlay Zone Districts.

1-02-03-12-02 GRANT SPECIAL USE PERMITS

Grant or deny a nonpermanent exception from these standards and regulations for uses of land, structures or both.

1-02-03-12-03 *HEAR AND DECIDE APPEALS OF ADMINISTRATIVE DETERMINATIONS*

Hear and decide appeals brought by any aggrieved person regarding allegations of error by an administrative official in the application or enforcement of these standards and regulations.

1-02-03-12-04 *IMPOSE REASONABLE CONDITIONS UPON APPROVALS*

Impose reasonable conditions upon approval of any application.

1-02-03-12-05 *SUSPEND OR REVOKE PERMITS*

A permit may be suspended or revoked by the Board of Adjustment if, in the opinion of the Board of Adjustment, the permit holder or operator conducting the use fails to abide by the terms, requirements, conditions, or stipulations of the permit. If the Board of Adjustment deems a suspension to be appropriate, it may allow the permit holder or operator to perform necessary changes or correct conditions in order to meet the performance standards of the Development Standards and Regulations, or the purpose and intent of the Development Standards and Regulations. No person may continue to make use of land in the manner authorized by the permit after such permit has been revoked in accordance with this section. The determination as to whether a permit is to be revoked or suspended rests with the Board of Adjustment, as determined in a public hearing on the issue. The public hearing on suspension or revocations requires written notice to the permit holder informing them of the time and place of the hearing, and requiring them to show cause why the permit should not be suspended or revoked.

1-03 ADMINISTRATIVE OFFICIALS**1-03-01 DIRECTOR OF COMMUNITY AND ECONOMIC DEVELOPMENT****1-03-01-01 POWERS AND DUTIES OF THE DIRECTOR OF COMMUNITY AND ECONOMIC DEVELOPMENT**

The Director of Community and Economic Development, through the authority granted by the Board of County Commissioners, is empowered to:

1-03-01-01-01 *RENDER INTERPRETATIONS*

Render interpretations of all provisions of these standards and regulations. Interpretations applicable to two (2) or more properties shall be collected and retained by the Community and Economic Development Department and made available to the public for inspection. Each general interpretation (i.e., an interpretation applicable to two (2) or more properties) shall be provided to the Planning Commission, Board of Adjustment and Board of County Commissioners.

1-03-01-01-02 *ESTABLISH APPLICATION REQUIREMENTS*

Establish application and submittal requirements and schedules for review of applications and appeals pursuant to these standards and regulations.

1-03-01-01-03 *PROVIDE ADVICE*

Provide expert technical assistance to the Board of County Commissioners, the Planning Commission, and the Board of Adjustment and determine when outside, technical expertise is needed to determine consistency with the comprehensive plan and assist in the review of any development proposal submitted pursuant to these standards and regulations.

1-03-01-01-04 *REVIEW APPLICATIONS*

Review development applications and make recommendations to the Board of County Commissioners, the Planning Commission, and the Board of Adjustment concerning compliance-consistency with the comprehensive plan and compliance with these standards and regulations and road, drainage, grading, erosion control and floodplain standards.

1-03-01-01-05 *ADMINISTER AGREEMENTS*

Administer development and subdivision improvement agreements to ensure compliance with these standards and regulations and all conditions of approval that relate to roads, drainage, grading, erosion control and floodplains.

1-03-01-01-06 *ADMINISTER STANDARDS AND REGULATIONS*

Administer the provisions of these standards and regulations as they relate to the review and permitting of development.

1-03-01-01-07 *PROMULGATE ADMINISTRATIVE FORMS*

Promulgate and require the use of application forms and other standardized documentation deemed necessary or helpful to administer the provisions of these standards and regulations.

1-03-01-01-08 *MAKE ADMINISTRATIVE DECISIONS*

Issue written administrative decisions concerning the application of these standards and regulations to specific property or development applications.

1-03-01-01-09 *ISSUE ADMINISTRATIVE PERMITS*

Review and issue administrative permits pursuant to the requirements and procedures of these standards and regulations.

1-03-01-01-10 *REQUEST SHOW CAUSE HEARINGS*

If it is discovered that the holder of a permit issued pursuant to these Development Standards and Regulations is utilizing property in a manner inconsistent with the term, requirements, conditions, or stipulations of that permit, the Director may request proceedings before the Permit Issuing Authority to require the permit holder to show cause as to why the permit should not be revoked or suspended.

1-03-01-01-11 *MAINTAIN COMPREHENSIVE PLAN*

Develop and maintain a Master Comprehensive Plan including, but not limited to, land use, transportation, and open space elements for Adams County.

1-03-02 DIRECTOR OF PUBLIC WORKS**1-03-02-01 POWERS AND DUTIES OF THE DIRECTOR OF PUBLIC WORKS**

The Director of Public Works, through the authority granted by the Board of County Commissioners, is empowered to:

1-03-02-01-01 *PROVIDE ADVICE*

Provide expert technical assistance to the Board of County Commissioners, the Planning Commission, and the Board of Adjustment and determine when outside, technical expertise is needed to assist in the review of any engineering requirements for development applications submitted pursuant to these standards and regulations.

1-03-02-01-02 *ADMINISTER AND ENFORCE STANDARDS AND REGULATIONS*

Administer and enforce the provisions of these standards and regulations.

1-03-02-01-03 *PROMULGATE ADMINISTRATIVE FORMS*

Promulgate and require the use of application forms and other standardized documentation deemed necessary or helpful to administer the provisions of these standards and regulations.

1-03-02-01-04 *MAKE ADMINISTRATIVE DECISIONS*

Issue written administrative decisions concerning the application of the engineering provisions of these standards and regulations to specific property or development applications.

1-03-02-01-05 *RENDER INTERPRETATIONS*

Render interpretations of all engineering provisions of these standards and regulations. Interpretations applicable to two (2) or more properties shall be collected and retained by the Public Works Department and made available to the public for inspection. Each general interpretation (i.e., an interpretation applicable to two (2) or more properties) shall be provided to the Planning Commission, Board of Adjustment and Board of County Commissioners.

1-03-02-01-06 *ESTABLISH APPLICATION REQUIREMENTS*

Establish application and submittal requirements and schedules for review of applications and appeals pursuant to these standards and regulations.

1-03-02-01-07 *ISSUE ADMINISTRATIVE PERMITS*

Review and issue administrative permits pursuant to the requirements and procedures of these standards and regulations.

~~**1-03-03 *DIRECTOR OF LONG RANGE STRATEGIC PLANNING***~~

~~**1-03-03-01 *POWERS AND DUTIES OF THE DIRECTOR OF LONG RANGE STRATEGIC PLANNING***~~

~~The Director of Long Range Strategic Planning, through the authority granted by the Board of County Commissioners, is empowered to:~~

~~**1-03-03-01-01 *MAINTAIN COMPREHENSIVE PLAN***~~

~~Develop and maintain a Master Comprehensive Plan including, but not limited to, land use, transportation, and open space elements for Adams County.~~

~~**1-03-03-01-02 *PROVIDE ADVICE***~~

~~Provide expert technical assistance to the Board of County Commissioners, the Planning Commission, and the Board of Adjustment and determine when outside, technical expertise is needed to determine the consistency with the comprehensive plan of any development applications submitted pursuant to these standards and regulations.~~

~~**1-03-03-01-03 *REVIEW APPLICATIONS***~~

~~Review development applications and make recommendations to the Board of County Commissioners, the Planning Commission, and the Board of Adjustment regarding consistency with the Comprehensive Plan.~~

1-04 PROCEDURAL RULES AND CONDUCT OF BOARD AND COMMISSION MEMBERS

The Planning Commission, the Board of Adjustment, and the Board of County Commissioners may adopt such rules deemed appropriate to govern the conduct of their business. In addition, Planning Commission members, Board of Adjustment members, and members of the Board of County Commissioners shall abide by the rules of conduct set forth below.

1-04-01 CONFLICT OF INTEREST

Members have the right and the obligation to vote on all questions before them and to participate in the business of the Commission or Board, except when a conflict of interest exists.

1-04-01-01 NOTIFICATION OF CONFLICT OF INTEREST

Whenever the Planning Commission, the Board of Adjustment, or the Board of County Commissioners is considering a matter which raises a question of conflict of interest for a particular member, the member is responsible for alerting the Commission or Board Secretary prior to the meeting. Each member is responsible for determining when a conflict of interest exists. Each member is also responsible for alerting the chairman prior to commencement of the meeting.

1-04-01-02 CONDUCT AT MEETINGS WHERE A MEMBER HAS A CONFLICT OF INTEREST

If any member has a conflict of interest with any particular item, the member shall notify the Commission or Board and the public in attendance of the conflict of interest. The member shall not participate in either the Commission's or Board's discussion or voting on the item.

1-04-01-03 MINIMIZING CONFLICTS

It is intended that situations resulting in conflict of interest for members shall be minimized.

1-04-02 EX PARTE CONTACTS

Ex parte contacts are contacts between individuals seeking to influence a decision of members of the Planning Commission, Board of Adjustment, or Board of County

Commissioners outside the meeting forum on a quasi-judicial matter. Members shall attempt to avoid ex parte communications concerning such quasi-judicial matters. Should ex parte contacts occur where relevant and material information is obtained and considered by a member, then such information shall be disclosed prior to or at the time of the public hearing so that interested parties may have an opportunity to respond.

In the case of legislative proceedings, contacts and communications with citizens are encouraged.

1-04-03 OPEN MEETINGS

Meetings of the Planning Commission, Board of Adjustment, and Board of County Commissioners, including site visits, shall be open to the public, except as provided by law.

1-04-04 OPEN RECORDS

Information presented to the Planning Commission, Board of Adjustment, or Board of County Commissioners in carrying out their responsibilities, records of meetings, and any other material resulting from the conduct of their activities shall be kept on file in the Office of the Adams County Clerk and Recorder or the Community and Economic Development Department, and shall be available for inspection by the public upon reasonable request, except as otherwise required or may be provided by law. The Open Records Act shall be relied upon to determine what documents shall be retained and made available for public inspection.

1-04-05 AMENDMENTS TO THE RULES OF PROCEDURE

Any member of the Planning Commission, Board of Adjustment, Board of County Commissioners, or Community and Economic Development Department may propose amendments to the rules of procedure. An amendment must be approved by the Board of County Commissioners to become effective.

1-05 ENFORCEMENT**1-05-01 AUTHORITY TO ENFORCE**

The provisions of these standards and regulations shall be enforced by the Director of Public Works, the Director of Community and Economic Development, and the Director of Community Safety and Wellbeing. Inaction or lack of enforcement shall not constitute a waiver of the right of enforcement.

1-05-02 RIGHT TO INSPECT

The Director of Community and Economic Development, the Director of Public Works, and the Director of Community Safety and Wellbeing ~~are~~ hereby empowered to inspect and examine any building, structure, or tract of land which there is reasonable cause to believe a use exists or construction or alteration work is being performed, or has been performed, in violation of the applicable provisions of these standards and regulations. Entry onto private property for the purpose of inspection shall be made only after contact with the owner or occupant of the premises, whose permission for the inspection shall be obtained. Failing permission, no entry shall be undertaken without an order from the County or District Court. Signing an application for any development approval shall constitute permission to enter and inspect a property. Permission shall not be required for inspections conducted from public property or private property with the permission of the owner of the private property.

1-05-03 REMEDIES

The remedies provided for violations of these standards and regulations, whether civil or criminal, shall be cumulative and in addition to any other remedy provided by law.

1-05-04 CONTINUING VIOLATIONS

Each day a violation occurs or remains uncorrected shall constitute a separate violation.

1-05-05 REMEDIES AND ENFORCEMENT POWERS

For any unlawful use or development or any use or development that fails to conform to any approved plat, agreement, or condition or approval, the Director of Community and Economic Development may:

1. Deny and withhold all permits, certificates or other forms of authorization to use or develop any land, structure, or improvements. This provision shall apply whether or not the current owner is responsible for the violation;
2. Revoke any permit or other authorization when it is determined there is a departure from the approved plans, specifications or conditions of approval, the permit was issued in error, or the permit was obtained by false representation. Written notice of revocation shall be served upon the owner, the owner's agent, or the owner's contractor to whom the permit was issued, or the notice may be posted in a prominent location at the place of the violation;
3. Initiate injunction or abatement proceedings, action for damages, or other appropriate legal action in the district court or other court of competent jurisdiction against any person who fails to comply with any of the provisions of these standards and regulations or any requirement or condition imposed pursuant to these standards and regulations;
4. Seek a court order in the nature of mandamus, abatement, injunction, or other action to abate or remove a violation or to otherwise restore the premises to the condition that existed before the violation;
5. Ask the Board of County Commissioners to withhold all public road improvements and public maintenance from all rights-of-way that have not been accepted for such purposes by the Board of County Commissioners;
6. Follow the enforcement procedures of the Uniform Building Code, the Uniform Code for the Abatement of Dangerous Buildings, or other codes as may from time to time be adopted by Adams County; or
7. Commence a civil action in the county court or other court of competent jurisdiction seeking the imposition of a civil penalty as provided by state statutes.

1-05-06 ~~CRIMINAL~~ REMEDIES AND ENFORCEMENT POWERS

Any person, firm, or corporation, violating any provision of these standards and regulations is guilty of a misdemeanor and, upon conviction, shall be punished by a fine in an amount not to exceed one hundred dollars (\$100) for each day of violation or by imprisonment in the County jail for no more than ten (10) days, or both fine and imprisonment. Each day during which the violation continues shall be deemed a separate offense. The owner, occupant, and/or person(s) or legal entity exercising

control over the subject property may be charged as a violator under these provisions. It is the responsibility of the County Attorney to prosecute any criminal enforcement action.

Any person, firm, or corporation violating any provision of these standards and regulations, in addition to criminal enforcement as outlined above, may be subject to an initial civil penalty of five-hundred to one-thousand dollars (\$500-\$1,000). Each day the property stays out of compliance with these standards and regulations shall be deemed a separate offense subject to up to one-hundred dollars (\$100) per day, per violation. It is within the discretion of the County Attorney to determine whether to pursue civil penalties, criminal penalties, or both.

1-05-07 NOTICE OF VIOLATIONS

If the Director of Community and Economic Development determines a violation of these standards and regulations exists on any property, the Director of Community and Economic Development shall by written notice or order direct that such remedial action or preventative measure be taken by the property owner or person as will result in full compliance with the applicable provisions of these standards and regulations. Such notice or order may include a compliance schedule. The issuance of a notice or order shall in no way or manner be deemed a prerequisite to the institution of enforcement proceedings as are set forth in this chapter.

Compliance with the written notice or order shall not necessarily be deemed to be a defense to any alleged violation of these standards and regulations in any court action instituted by the County seeking compliance with the written notice or order. However, evidence of compliance with the notice or order may be introduced for purposes of mitigation and extenuation.

Notice may be given in person, by Regular First Class Mail or by posting notice on the premises. Notices of violation shall state the nature of the violation and the time allowed for compliance. Notices of violation run with the land and are effective until the violation is corrected.

1-05-08 CEASE AND DESIST ORDER

A cease and desist order to stop operations, use, or construction may be issued by the Director of Community and Economic Development. A cease and desist order may be issued to temporarily stop the operation, use, or construction, for cause, when conditions and circumstances exist which present an immediate health and safety danger.

1-05-08-01 REQUIREMENT TO STOP USE

No person may continue operations or construction activities, or make use of the land in violation of these standards and regulations after a cease and desist order has been issued.

1-05-09 VIOLATIONS

It shall be unlawful to use real property or the improvements on any real property; to undertake the development of real property; to erect, construct, reconstruct, alter, restore or improve a building or structure; to excavate land; to fill land; or to alter or change the use of any real property or improvements on real property in any way inconsistent with and not in accordance with these standards and regulations and without first obtaining all approvals and permits required by these standards and regulations.

1-05-09-01 BUILDING PERMITS

It shall be unlawful to use real property or the improvements on any real property; to undertake the development of real property; to erect, construct, reconstruct, alter, restore or improve a building or structure; to excavate land; or to alter or change the use of any real property or improvements on real property without first obtaining a building permit in accordance with the provisions of these standards and regulations and the Uniform Building Code as adopted by the Board of County Commissioners.

1-05-09-02 TERMS AND CONDITIONS

It shall be unlawful to use real property or the improvements on any real property; to undertake the development of real property; to erect, construct, reconstruct, alter, restore or improve a building or structure; to excavate land; or to alter or change the use of any real property or improvements on real property in a way inconsistent with the terms and conditions of any approval or permit granted pursuant to these standards and regulations.

1-05-09-03 SUBDIVISION

It shall be unlawful to transfer or sell any subdivided land before a plat for the subdivided land has been approved by the Board of County Commissioners and recorded in the Office of the Adams County Clerk and Recorder. The County shall not be liable for any direct or apparent fiscal losses suffered by any party as a result of denial of any subdivision where the applicant has agreed to transfer or

sell or offered to transfer or sell any subdivided land in advance of plat approval by the Board of County Commissioners.

1-05-10 PREVIOUS VIOLATIONS

Nothing in these standards and regulations shall prohibit the continuation of previous enforcement actions undertaken by the County pursuant to previous regulations.

1-06 NON-LIABILITY OF THE COUNTY

These standards and regulations shall not be construed to hold Adams County or any of its employees or officials, acting within the scope of their employment in any manner, responsible or liable for any damages to persons or property resulting from any inspection, enforcement or review as required by these standards and regulations or resulting from any failure to enforce or inspect, or resulting from the issuance or denial of any building permit, or the institution or failure to institute any court action as authorized or required by these standards and regulations. In enacting these standards and regulations, the Board of County Commissioners intends to preserve all rights of the County, its agencies and departments, its elected and appointed officials and employees to immunity from liability as set forth in the Colorado Governmental Immunity Act, C.R.S. §§24-10-101, *et seq.*

1-07 VESTED RIGHTS**1-07-01 PURPOSE**

To ensure reasonable certainty, stability, and fairness in the land use planning process.

1-07-02 APPLICABILITY

Approval of a site specific development plan by the Board of County Commissioners shall create a vested right. A permit or any other approval not specifically identified as a site specific development plan shall not constitute a site specific development plan.

1-07-03 APPROVAL

A vested right shall be deemed established with the approval or conditional approval of a site specific development plan. A conditional approval may impose such terms and conditions necessary to protect the public health, safety and welfare and to ensure compliance with the Adams County Comprehensive Plan and these standards and regulations. Failure to abide by such terms and conditions shall result in a forfeiture of vested rights.

A vested property right, once established, shall attach and run with the applicable property.

1-07-04 NOTICE

Upon approval of a site specific development plan, the applicant or property owner shall publish a notice of the Board's approval in a newspaper of general circulation no later than fourteen (14) days following said approval. The applicant or property owner shall provide a copy of the newspaper publication to the Department of Community and Economic Development no later than one week after the publication.

1-07-05 TERM

A vested right created by the approval of a site specific development plan shall remain in effect for three (3) years from its effective date or by some other specified time period as adopted by the Board of County Commissioners. This vesting period may be extended by approved amendments to the site specific development plan.

Notwithstanding the provisions of this section, the County may enter into development agreements with applicants. The agreements may provide that the property rights shall vest for a period longer than three (3) years where the longer vesting period is warranted in light of all relevant circumstances such as the size and phasing of the development, economic cycles and market conditions.

Upon approval by the County, a property right vested for three (3) years may be extended for a period exceeding the initial three (3)-year vesting period when such extension is deemed to be in the public interest and warranted in light of all relevant circumstances including, but not limited to, the size and phasing of the development, economic cycles, and market conditions. An applicant desiring such an extension of the vesting period must file, at least forty-five (45) days prior the expiration of the initial three (3)-year vesting period, an application for such extension with the Community and Economic Development Department and pay an administrative fee of five hundred dollars (\$500) for such application. Upon receipt of this application, the Department shall review the application and make a recommendation to the Board of County Commissioners that such extension be granted, granted with conditions or denied. The Board of County Commissioners will then review the extension request and grant, grant with conditions or deny such extension. Only one (1) extension of the vesting period may be granted for a site specific development plan.

1-07-06 MODIFICATION OF PLAN

The Board of County Commissioners approval of any modification to a site specific development plan shall not extend the term of a vested right unless expressly authorized by the Board of County Commissioners.

1-07-07 RELATIONSHIP TO OTHER REGULATIONS

A vested property right, once established, shall preclude any zoning or land use action by the County or pursuant to an initiated measure which would alter, impair, prevent, diminish, or otherwise delay the development or use of the property as set forth in the site specific development plan, except:

1. With the consent of the applicant;
2. Upon the discovery of natural or man-made hazards on or in the immediate vicinity of the property which could not reasonably have been discovered at the time of the site specific development plan approval and which, if not corrected, would pose a serious threat to the public health, safety, and welfare; or
3. To the extent that compensation is paid, as provided in C.R.S. §24-68-105(1)(c).

The establishment of a vested property right shall not preclude the application of regulations which are general in nature and applicable to all property subject to land use regulation by the County, including, but not limited to, building, fire, plumbing, electrical, mechanical, water and sewer codes.

1-07-08 EFFECTIVE DATE

The effective date of the establishment of the vested property right shall be the effective date of the approval or conditional approval of the site specific development plan.

Approval of a site specific development plan shall be subject to all rights of referendum and judicial review, except the required number of days to commence such referendum or review shall not begin to run until a notice of approval and the creation of a vested property right is published by the County, no later than fourteen (14) days after such approval, in a newspaper of general circulation within the County.

1-07-09 DOCUMENTATION OF VESTED RIGHTS

Any document constituting an approved site specific development plan or any part of an approved site specific development plan shall, at the time of its approval, be marked with the following language: "This plan has been approved by Adams County and creates a vested property right pursuant to C.R.S. §§24-68-101, *et seq.*, as amended, and the Adams County Development Standards and Regulations." Failure to contain this language shall not invalidate the creation of the vested property right.

1-07-10 FORFEITURE OF VESTED RIGHTS

A vested property right shall terminate upon:

1. Failure to abide by the terms and conditions of a conditionally approved site specific development plan;
2. Substantial failure to comply with a site specific development plan; or
3. The expiration of the initial vesting period or, if applicable, upon the expiration of the vesting period as extended.

1-07-11 LIMITATIONS

This section is intended only to implement the provisions of C.R.S. §§24-68-101, *et seq.*, as amended. If C.R.S. §§24-68-101, *et seq.*, as amended, is repealed or judicially

determined to be invalid or unconstitutional, this section shall be deemed repealed and the provisions of this section shall no longer be effective.

1-08 CONDITIONS OF APPROVAL

1-08-01 PURPOSE

To alleviate regulatory impairment of property rights.

1-08-02 CONDITIONS ON LAND USE APPROVALS

In imposing conditions on land use approvals, including, but not limited to, subdivisions, zoning map amendments, and planned unit development approvals, the County shall not require a property owner to dedicate real property to the public or pay money to a public entity in an amount that is determined on an individual and discretionary basis, unless there is an essential nexus between the dedication or payment and a legitimate government interest. The dedication or payment shall be roughly proportional to the impact of the proposed use or development.

In addition, all conditions imposed on an approval shall be based on these standards and regulations, the Adams County Comprehensive Plan, and any other standards and regulations that may from time to time be adopted by the Board of County Commissioners.

1-08-03 REMEDY FOR PROPERTY OWNER

Any property owner who alleges that the County has imposed a condition that violates the provisions of Section 1-08-02, may seek remedies pursuant to C.R.S. §29-20-204.

1-08-04 LIMITATIONS

This section is intended only to implement the provisions of C.R.S. §§29-20-201, *et seq.*, as amended. If C.R.S. §§29-20-201, *et seq.*, as amended, is repealed or judicially determined to be invalid or unconstitutional, this section shall be deemed repealed and the provisions of this section shall no longer be effective.

CHAPTER 2—APPLICATION AND PERMITTING PROCEDURES

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Chapter 2—APPLICATION AND PERMITTING PROCEDURES

2-01 COMMON DEVELOPMENT REVIEW PROCEDURES FOR DEVELOPMENT APPLICATIONS

This section outlines the general development review steps, which apply to all development applications or permits.

2-01-01 STEP 1: CONCEPTUAL REVIEW

2-01-01-01 PURPOSE

Conceptual review is an opportunity for an applicant to discuss requirements, standards, and procedures, which apply to a development proposal. Major problems can be identified and solved during conceptual review before a formal application is submitted. Representatives of the Community and Economic Development Department and other County Departments regularly attend conceptual review meetings.

2-01-01-02 APPLICABILITY

A conceptual review meeting is voluntary for all development applications. Conceptual review may be requested by an applicant as a means of identifying potential problems prior to making formal application. A request for conceptual review shall be made at least one (1) week in advance of the requested conceptual review meeting.

2-01-01-03 CONCEPT PLAN SUBMITTAL

The applicant requesting a conceptual review meeting shall submit a sketch of the proposed development, conceptual review meeting checklist, and any conceptual review fees at least one (1) week in advance of the requested conceptual review meeting. The sketch should indicate the location of the proposed project, major streets, and other significant features in the vicinity. The applicant should also submit any conceptual designs to be discussed.

The degree of assistance provided by staff at the conceptual review meeting will depend upon the level of detail the applicant provides in the conceptual review meeting submittal. The applicant is encouraged to provide as much detail as possible when preparing the conceptual review meeting submittal.

2-01-01-04 STAFF REVIEW AND RECOMMENDATION

Following the conceptual plan meeting with the applicant, the Director of Community and Economic Development (hereinafter in this Chapter "the Director" unless its context specifies one or the other) shall furnish the applicant with written comments regarding the plan, including appropriate recommendations to inform and assist the applicant. The written comments shall be mailed to the applicant within seven (7) days of the conceptual review meeting.

2-01-02 STEP 2: NEIGHBORHOOD MEETINGS

2-01-02-01 PURPOSE

The purpose of neighborhood meetings is to present the development concept to citizens and for the citizens to identify, list, and discuss issues related to the development proposal. Neighborhood meetings are held early in the process so affected property owners have an opportunity to provide input before excessive time and effort have been expended by the applicant.

Applicants are advised to get a determination of whether or not a neighborhood meeting is required prior to submitting an application that requires Planning Commission review. If an application is submitted and the Director determines that a neighborhood meeting is required, all review shall be held in abeyance until the applicant submits the required neighborhood meeting summary and affidavits.

2-01-02-02 APPLICABILITY

Neighborhood meetings may be required by the Director on a development proposal subject to Planning Commission review when the Director determines the development proposal could have significant neighborhood impacts.

If the Director determines that a neighborhood meeting is required, the applicant shall be responsible for scheduling, noticing, and coordinating the meeting. The applicant shall be responsible for all costs associated with holding the meeting.

2-01-02-03 NEIGHBORHOOD MEETING REQUIREMENTS*

Amended by the BoCC on January 28, 2013

2-01-02-03-01 LOCATION

In order to provide surrounding property owners the best opportunity to attend, the neighborhood meeting should be held on the subject property whenever possible. If this is not possible, the meeting should be held on the

closest practical location to the subject site. The location of the required neighborhood meeting shall follow the guidelines listed below:

- 1) Urban Adams County
 - a. If it is not possible to hold the neighborhood meeting on the subject property, the neighborhood meeting may be held at an alternate location that is a maximum of three (3) miles from the subject property
 - b. Exceptions to this policy may be granted in writing to increase the distance of the alternate location to approximately five (5) miles if applicants submit a request in writing with the proposed location and demonstrate that no practical locations within three (3) miles or less exist.
- 2) Semi-Urban Adams County
 - a. If it is not possible to hold the neighborhood meeting on the subject property, the neighborhood meeting may be held at an alternate location that is a maximum of five (5) miles from the subject property
 - b. Exceptions to this policy may be granted in writing to increase the distance of the alternate location to approximately fifteen (15) miles if applicants submit a request in writing with the proposed location and demonstrate that no practical locations within five (5) miles or less exist.
- 3) Rural Adams County
 - a. If it is not possible to hold the neighborhood meeting on the subject property, the neighborhood meeting may be held at an alternate location that is a maximum of fifteen (15) miles from the subject property
 - b. Exceptions to this policy may be granted in writing to increase the distance of the alternate location if applicants submit a request in writing with the proposed location and demonstrate that no practical locations within fifteen (15) miles or less exist.

These geographic areas are defined below:

- 1) Urban Adams County: all properties west of Imboden Road
- 2) Semi-Urban Adams County: all properties east of Imboden Road and west of Yellow Jacket Road
- 3) Rural Adams County: all properties east of Yellow Jacket Road to the eastern boundary of Adams County

2-01-02-03-02 *TIME OF NEIGHBORHOOD MEETING*

The neighborhood meeting shall be held at a time that is convenient for most people, typically on a weekday evening between the hours of 5:00 p.m. and 8:00 p.m. or weekends at a reasonable time. The meeting shall not be scheduled on a legal holiday.

2-01-02-04 *NOTICE OF NEIGHBORHOOD MEETING*

2-01-02-04-01 *WRITTEN NOTICE*

Written notice of the neighborhood meeting shall be given by the applicant to the owners of record of all real property within five hundred (500') feet (exclusive of public rights-of-way, public facilities, parks, or public open space) of the property lines of the parcel of land for which the development is planned. Designated representatives of neighborhood groups and homeowner's associations within the area of notification shall also receive written notice from the applicant.

The written notices shall be mailed at least ten (10) days prior to the meeting date. The notice shall state the date, time, place, and purpose of the neighborhood meeting and shall include a map of the property.

2-01-02-05 *ATTENDANCE AT NEIGHBORHOOD MEETING*

The applicant or applicant's representative shall attend the neighborhood meeting. The Community and Economic Development Department may also send a representative.

2-01-02-06 *FORMAT OF NEIGHBORHOOD MEETING*

The neighborhood meeting shall be held in an open house format. Maps of the development site, site plans and architectural elevation drawings should be available for review by the public. The applicant or applicant's representative shall be available to answer questions. The applicant shall provide comment sheets for participants to provide feedback concerning the proposed development. The applicant shall offer participants the opportunity to provide their name and mailing addresses for the purpose of receiving notice of public hearings concerning any application that is subsequently submitted.

2-01-02-07 *SUMMARY OF NEIGHBORHOOD MEETING*

A written summary of the neighborhood meeting shall be prepared by the applicant. The written summary shall be included with the development

application submittal and shall explain how any issues identified at the neighborhood meeting have been addressed. In addition, any names and addresses for participants who would like to receive notice of public hearings concerning any application, which is subsequently submitted shall be submitted with the meeting summary.

2-01-03 STEP 3: DEVELOPMENT APPLICATION SUBMITTAL

2-01-03-01 DEVELOPMENT APPLICATIONS

All development applications shall be submitted in a form established by the Director. Development applications, when submitted, shall be made available to the public.

2-01-03-02 CONSOLIDATED DEVELOPMENT APPLICATIONS AND REVIEW

When multiple development application types must be submitted for the same overall development proposal, the applications may be consolidated for submittal and review, at the discretion of the Director. A consolidated application shall only be reviewed, considered, and decided by the highest level board or commission that would have made a decision concerning an individual application had it been submitted, processed and considered as a series of separate development applications. Decision-makers, from highest level to lowest level, are the Board of County Commissioners, Board of Adjustment, and the Director, respectively. If the highest level of decision-maker is determined to be the Board of County Commissioners, the Planning Commission may be required to consider the application at a public hearing and provide a recommendation to the Board of County Commissioners.

2-01-03-03 DEVELOPMENT APPLICATION CONTENTS

The development application submittal requirements shall be established by the Director. The submittal requirements shall, at a minimum, include a list of all information, data, explanations, analysis, testing, reports, tables, graphics, maps, documents, forms, or other items reasonably necessary, desirable, or convenient to: (1) determine whether or not the applicant, developer and/or owner have the requisite power, authority, clear title, good standing, qualifications, and ability to submit and carry out the development and/or activities requested in the development application; and (2) determine whether or not the development activities and development application address and satisfy each and every applicable general development standard, district standard, or other requirement or provision of these standards and regulations.

2-01-03-03-01 *SUBMITTAL REQUIREMENT*

Each development application shall be submitted to the Director and shall include the identified submittal requirements for said development application. The Director may waive items not applicable due to the particular conditions and circumstances of said development proposal.

2-01-03-03-02 *DEVELOPMENT REVIEW FEES*

Development review fees shall be established by resolution by the Board of County Commissioners. The development review fees shall be paid at the time of submittal of any development application.

2-01-04 *STEP 4: DETERMINATION OF SUFFICIENCY*

After receipt of the development application, the Director shall determine whether the application is complete and ready for review. The determination of sufficiency shall not be based upon the perceived merits of the development proposal. If a submittal is found to be insufficient, all review of the submittal will be held in abeyance until the Director receives the necessary material to determine that the submittal is sufficient. The development application shall not be determined to be accepted nor shall the application be reviewed until the application submittal is determined sufficient by the Director.

Upon acceptance, the Director shall send written notice to the owners of record of all real property located within a minimum of five hundred (500') feet (exclusive of public rights-of-way, public facilities, parks, or public open space) of the property lines of the parcel of land for which the development is planned. Notice shall also be provided to all owners of mineral interests concerning impending surface development based on a certified list of owners provided by the applicant. Designated representatives of neighborhood groups and homeowner's associations within the area of notification shall also receive written notice from the Director. In addition, the Director shall send notice to all individuals who attended the neighborhood meeting and requested to be notified of the progress of the application for development. The notice shall be mailed by the Director within seven (7) days of the date of acceptance of the application. The notice shall describe the nature of the application and the deadline for pre-hearing comments.

2-01-05 *STEP 5: STAFF REPORT*

Within seven (7) days after determining the development application is sufficient, the Director shall refer the development application to the appropriate referral agencies. Referral agencies shall have twenty-one (21) days from the date of mailing to submit their comments to the Director. If a referral agency identifies concerns that require an

investigation, the applicant, the County Commissioners, and the agency may agree to a thirty (30) day extension of this time limit. Failure of the reviewing agencies to respond within the specified time limit or within the time period of an extension shall be considered a favorable response for the purpose of the review. Following is a list of the potential reviewing agencies:

1. The appropriate school district;
2. Each county and/or municipality within three (3) miles of the boundary of the proposed development;
3. All utility districts, associations, or companies providing service in the immediate vicinity of the proposed development;
4. All local improvement and service districts in the immediate vicinity of the proposed development;
5. All appropriate ditch companies;
6. The Colorado State Forest Service;
7. The Director of Public Works and Colorado Department of Transportation;
8. The Natural Resources Conservation Service (Soil Conservation District Board) for explicit review and recommendations regarding soil suitability, floodwater problems and watershed protection;
9. The U. S. Army Corps of Engineers;
10. The Colorado Division of Wildlife;
11. The Adams County Department of Parks and Community Resources;
12. The Tri-County and State Departments of Health for a review of those aspects of a proposed development that have the potential for immediate or long-term environmental health impacts, including, but not limited to, the on-lot sewage disposal reports, for the review of the adequacy of existing or proposed sewage treatment works to handle estimated effluent, for a report on the water quality of the proposed water supply to serve the proposed development, noise, odors, and pollution prevention;
13. The State Board of Land Commissioners when the proposed development is adjacent to state school land;
14. The State Engineer for an opinion regarding material injury likely to occur to decreed water rights by virtue of the diversion water necessary to serve the proposed development and adequacy of the proposed water supply to meet the needs of the proposed development;
15. The Colorado Geologic Survey for an evaluation of those geologic factors, which would have a significant impact on the proposed development;
16. The Director of Public Works;
17. The Sheriff's Office; or

18. Any public or private agency, company, or corporation, which has existing or proposed infrastructure in the immediate vicinity of the proposed development, which, in the opinion of the Director, may be affected by the proposed development.

Each referral agency shall be asked to send a copy of their comments to the applicant, but the applicant should contact the Director to ensure all comments are received.

Following receipt of the referral agency comments or at the end of the review period, the Director shall review the development application and prepare a staff report.

The staff report shall be made available for inspection and copying by the applicant and the public at least fourteen (14) days prior to the scheduled public hearing on the development application. The staff report shall indicate whether, in the opinion of the staff, the development application complies with all applicable standards of these standards and regulations. Conditions for approval may also be recommended to eliminate any areas of non-compliance or to mitigate any adverse effects of the development proposal.

2-01-06 STEP 6: NOTICE

Notice of the public hearing shall be provided by the Director in accordance with the following procedures.

2-01-06-01 WRITTEN NOTICE

The Director shall give written notice to the residents and owners of record of all real property located within a minimum of five hundred (500') feet (exclusive of public rights-of-way, public facilities, parks, or public open space) of the property lines of the parcel of land for which the development is planned. The Director may require the applicant to further expand the notification area. Designated representatives of neighborhood groups and homeowner's associations within the area of notification shall also receive written notice from the Director.

The written notices shall be mailed at least ~~fifteen~~ (15) days prior to the first public hearing date concerning the application. The written notice shall state the date, time, place, and purpose of the public hearing(s). Failure to mail such notice shall not affect the validity of any hearing or determination by the Planning Commission, Board of Adjustment, or Board of County Commissioners.

2-01-06-02 POSTED NOTICE

The real property proposed to be developed shall be posted with a sign, giving notice to the public of the proposed development. The signs shall be posted by the County on the subject property in a manner and at a location to afford the best

notice to the public. The property shall be posted at least ten (10) days prior to the first public hearing date.

The sign shall be a minimum of two (2) square feet and shall state the date, time, place, and purpose of the public hearing(s) and phone number and address of the case manager. Failure of the sign to remain posted prior to the hearing date shall not affect the validity of any hearing or determination by the Planning Commission, Board of Adjustment, or Board of County Commissioners.

2-01-06-03 PUBLISHED NOTICE

The Director shall publish notice of the public hearing. Notice of the time, date, and place of the public hearing(s) on the development application shall be published in the official County newspaper at least thirty (30) days prior to any hearing before the Board of County Commissioners. Failure of the Director to publish the required notice shall necessitate the delay of the hearing.

2-01-07 STEP 7: PUBLIC HEARING

2-01-07-01 CONDUCT OF PUBLIC HEARING

2-01-07-01-01 *RIGHTS OF ALL PERSONS*

Any person may appear at a public hearing and submit evidence, either individually or as a representative of a person or an organization. Each person who appears at a public hearing shall state their name, address and, if appearing on behalf of a person or organization, the name and mailing address of the person or organization being represented.

2-01-07-01-02 *EXCLUSION OF TESTIMONY*

The Planning Commission, Board of Adjustment, or Board of County Commissioners may exclude testimony or evidence it finds to be irrelevant, immaterial or unduly repetitious.

2-01-07-01-03 *CONTINUANCE OF PUBLIC HEARING*

The Planning Commission, Board of Adjustment, or Board of County Commissioners may, by motion or at the request of any person, continue any public hearing to a fixed date, time, and place. All continuances shall be granted at the discretion of the Planning Commission, Board of Adjustment, or Board of County Commissioners. The date and time of the continuance

shall be announced at the hearing. The applicant may be required to agree to any continuance in writing.

The applicant's agreement to a continuance shall eliminate any statutory or regulatory requirement for the Planning Commission, Board of Adjustment, or Board of County Commissioners to act on an application within any specific time period. If the applicant requests a continuance, the applicant may be required to pay a continuance fee.

2-01-07-01-04 *ORDER OF PROCEEDINGS AT PUBLIC HEARING*

The order of the proceedings at the public hearing shall be as follows:

1. Staff Report Presented: The staff shall present a narrative and/or graphic description of the development application. The staff shall present a report that includes a written recommendation.
2. Applicant Presentation: The applicant shall present any relevant information the applicant deems appropriate. Copies of all writings or other exhibits the applicant wishes the Planning Commission, Board of Adjustment, or Board of County Commissioners to consider must be submitted to the Director no less than five (5) working days before the public hearing.
3. Public Testimony: Relevant public testimony shall be heard.
4. Applicant Response: The applicant may respond to any testimony or evidence presented by the public at the direction of the Board or Commission holding the hearing.
5. Staff Response: The staff may respond to any statement made or evidence presented by the applicant or the public at the direction of the Board or Commission holding the hearing.

2-01-07-02 *DECISION AND FINDINGS*

2-01-07-02-01 *DECISION*

After consideration of the development application, the staff report, and the evidence from the public hearing, the chairman shall close the public hearing and, unless the case is continued, the Board or Commission shall approve, approve with conditions, or deny the development application based on its compliance with these standards and regulations. In the case of the Planning Commission, the approval, approval with condition(s), or denial shall be considered only as a recommendation to the Board of County Commissioners.

2-01-07-02-02 FINDINGS

All decisions shall include at least the following elements:

1. A statement of specific findings or other factors considered, whichever is appropriate, and a statement of the basis upon which the facts were determined, with specific reference to the relevant standards set forth in these standards and regulations; and
2. A statement of approval, approval with conditions, or denial, whichever is appropriate.

2-01-07-02-03 NOTIFICATION TO APPLICANT

Notification of the Planning Commission's, Board of Adjustment's, or Board of County Commissioners' decision shall be mailed by the Director to the applicant within seven (7) days after the decision. A copy of the decision shall also be made available to the public by the Director of Community and Economic Development within seven (7) days after the decision.

2-01-07-03 RECORD OF PROCEEDINGS

The Planning Commission's, Board of Adjustment's, or Board of County Commissioners' public hearing may be recorded by any appropriate means. A copy of the public hearing record may be acquired or viewed by any person upon application to the Director and payment of a fee to defray the cost of duplication of the record. The record shall consist of the following:

1. All exhibits, including, without limitation, all writings, drawings, maps, charts, graphs, photographs, and other tangible items received or viewed by the Planning Commission, Board of Adjustment, or Board of County Commissioners at the proceedings;
2. All minutes of the proceedings; and
3. If available, a videotape or audiotape recording of the proceedings before the Planning Commission, Board of Adjustment, or Board of County Commissioners.

2-01-07-04 RECORDING OF DECISIONS AND PLATS

Once approved, the decision of the Planning Commission, Board of Adjustment, or Board of County Commissioners shall be filed with the Office of the Adams County Clerk and Recorder. In the case of a final plat, once the final construction plans and final plat are approved, the subdivision improvements agreement is executed and any other conditions of approval have been met, the final plat shall be recorded in the Office of the Adams County Clerk and Recorder.

2-01-08 STEP 8: STANDARDS

Before approving a development application, the Planning Commission, Board of Adjustment, or Board of County Commissioners must find that the development application has met the requirements of these standards and regulations and complies with the required criteria for approval.

2-01-09 STEP 9: CONDITIONS OF APPROVAL

The Planning Commission, Board of Adjustment, or Board of County Commissioners may impose such conditions on approval of the development application as are necessary to accomplish the purposes and intent of these standards and regulations. Such conditions must have a reasonable nexus to potential impacts of the proposed development and should be roughly proportional, both in nature and extent, to the impacts of the proposed development or shall be mutually agreed upon by Adams County and the applicant. (See Section 1-08 for further limitations on conditions.)

2-01-10 STEP 10: AMENDMENTS

2-01-10-01 MINOR AMENDMENTS

Minor amendments to any approved development plan may be approved, approved with conditions, or denied administratively by the Director and may be authorized without additional public hearings. Such minor amendments may be authorized by the Director as long as the development application, as amended, continues to comply with these standards and regulations, at least to the extent of its original compliance.

Minor amendments shall consist only of any or all of the following:

1. The amendment results in an increase or decrease by five-percent (5%) or less in the approved number of dwelling units;
2. The amendment results in an increase or decrease in the amount of square footage of a non-residential land use or structure that does not change the character of the project;
3. The amendment results in a change in the housing mix or use mix ratio which complies with the requirements of the zone district and does not change the character of the project; or
4. The amendment does not result in a change in the character of the development.

The Director may refer a minor amendment to the Planning Commission. If so referred, the decision of the Planning Commission shall constitute a final decision, subject to appeal to the Board of County Commissioners.

2-01-10-02 MAJOR AMENDMENTS

Amendments to any approved development plan not determined by the Director to be a minor amendment under the criteria set forth in Section 2-01-10-01 shall be deemed a major amendment.

Major amendments to development plans shall be reviewed and processed in the same manner as the original development plan for which the amendment is sought. Any approved major amendments shall be recorded in accordance with the procedures for recording the original development plan approval.

Any partial or total abandonment of an approved development plan shall be considered a major amendment.

2-02 SPECIFIC DEVELOPMENT REVIEW STEPS FOR DEVELOPMENT APPLICATIONS

This section outlines the specific development review steps, which apply to each distinct development application or permit type.

The follow development application types are included:

1. General Construction and Development Permits and Registrations

a. Access and Right-of-Way Permit

Generally, an access or right-of-way permit is required to construct a driveway which accesses a County road; place a culvert within a public right-of-way; place utilities within a public right-of-way; place landscaping within a public right-of-way; cut a County road; bore under a County road; or perform any work, excavation, filling, grading, or construction within a public right-of-way.

b. Building Permit

Generally, a building permit is required to construct a building or structure; place a building or structure; remodel a building or structure; construct an addition to a building or structure; modify a building or structure; construct, place, or modify a sign; excavate or fill land; ~~construct oil and gas wells and appurtenant facilities~~; construct subdivision improvements including roads; construct a landfill; or modify the use of land or a structure.

c. Conservation Plan Permit

Generally, a conservation plan permit is required to till any fragile soils.

d. Contractor Registration

Generally, any contractor performing a business involving the construction, alteration, remodeling, repairing, or equipping of buildings or other structures shall be registered as a contractor.

e. Biosolids Application Permit

Generally, a domestic sewage sludge application permit is required for the discharge or disposal of restricted biosolids on agricultural lands.

f. Floodplain Use Permit

Generally, a floodplain use permit is required to locate or construct any structure or facility within a floodplain control overlay zone district; place any fill within a floodplain control overlay zone district; store or process any materials or equipment within a floodplain control overlay zone district; or change a channel of a watercourse within a floodplain control overlay zone district.

g. Stormwater Quality Permit *.

Generally, a stormwater quality permit is required for construction sites that disturb one acre or greater, or are part of a larger common plan of development disturbing one acre or greater. There are no exemptions for this permit.

2. Zoning and Land Use Approvals

a. Conditional Use Permit

A conditional use permit is required for any use identified as a conditional use within a zone district or overlay zone district.

b. Planned Unit Development

An approval of any proposed planned unit development is required to amend the zone district map and the requirements controlling the development of a parcel of land. A planned unit development creates a new overlay zone district for the parcel of land upon approval.

c. Special Use Permit (Temporary Use Permit)

A special use permit is required for any temporary use of land where the use is not a permitted principal use within the zone district or overlay zone district where the use will be located. Some special use permits may be issued administratively.

d. Oil and Gas Facility Permit

An Oil and Gas Facility permit is required for any oil and gas facility in Adams County.

e. Text, Zoning Map Amendment (Rezoning), or Comprehensive Plan Amendment

An approval of any proposed change to the zone district map or text of these standards and regulations is required to change, modify, or amend any standard, regulation, dimensional requirement, or use restriction controlling any parcel of land.

f. Certificate of Designation

Generally, a certificate of designation is required to locate a facility which collects, stores, treats, utilizes, processes, and/or disposes of solid wastes; locate infectious waste treatment facilities; locate transfer stations; locate hazardous waste disposal sites; locate waste impoundment operations; locate commercial composting operations; locate construction and demolition landfills; or locate other sites or facilities not specifically mentioned herein as may be required by C.R.S. §§30-20-101, *et seq.*, C.R.S. §§25-15-101, *et seq.*, and C.R.S. §§25-15-201, *et seq.*

g. Urban Renewal Plan

f. Administrative Review Permit

Generally, an administrative review permit is required for any use of land where the use is not a permitted principal use within the zone district or overlay zone district where the use will be located. Telecommunications towers are specifically permitted through this review.

3. Subdivisions, Divisions of Land, and Platting Approvals

a. Condominium Map Review

Approval is required to develop condominiums. Condominium maps may be approved by the Director of ~~Planning and Development~~Community & Economic Development.

b. Exemption

An exemption approval is required to obtain a release from the requirements of platting by resolution of the Board of County Commissioners in accordance with the terms set forth in these standards and regulations.

c. Plat Correction; Replat of Lot, Easement or Building Envelope; Vacation of Recorded Plat, Right-of-Way or Easement; or Replat of Subdivision

Approval is required to correct a plat; replat a lot, easement, or building envelope; vacate a recorded plat, right-of-way, or easement; or replat a subdivision.

d. Rural Site Plan Review

Approval is required for divisions of land seeking to benefit from the bonus lots associated with dividing land in accordance with the rural site plan development standards.

e. Subdivisions, Major

Approval is required to develop a major subdivision. Generally, a major subdivision divides parcels of twenty (20) acres or more or divides parcels into five (5) or more lots.

f. Subdivisions, Minor

Approval is required to develop a minor subdivision. Generally, a minor subdivision divides parcels of less than twenty (20) acres into four (4) or fewer lots.

4. Variations and Appeals

a. Appeal

A person aggrieved by a decision of an administrative official may appeal the decision to the Board of Adjustment.

b. Floodplain Use Permit Variance

Approval of a variance from the floodplain use permit standards is required to effect any change to these standards and regulations with respect to their application to an individual parcel of land.

c. Variance, Major

Approval of a variance from these standards and regulations is required to effect any change to these standards and regulations with respect to their application to an individual parcel of land. A variance may only be approved from the dimensional requirements, performance standards, and other special physical requirements contained in these standards and regulations.

2-02-01 ACCESS AND RIGHT-OF-WAY PERMIT

2-02-01-01 PURPOSE

The purpose of this section is to provide processing requirements for access or right-of-way permits in order to review, consider, approve, approve with modifications, or deny a request for permission to access a County road, install utilities within a public right-of-way, landscape within a public right-of-way, install a mailbox within a public right-of-way, or otherwise work or construct within a County right-of-way.

2-02-01-02 APPLICABILITY

All access or right-of-way permits must be processed in accordance with this section. An access or right-of-way permit is the only authorization under which access to a County road may be installed or constructed or work within a public right-of-way may be performed including, but not limited to, construction, landscaping, utility placement, alteration, or repair of any existing facilities or utilities within a public right-of-way or County road.

2-02-01-03 WHO CAN INITIATE AN ACCESS PERMIT

An access or right-of-way permit may be requested by, without limitation, the owner(s) of the property to which access is to be extended, the owner of the utility or mailbox, or any person(s) performing work within the public right-of-way or County road.

The applicant has the burden of proof to demonstrate the access or right-of-way permit fully complies with these standards and regulations and meets the criteria for approval.

2-02-01-04 ACCESS PERMIT REVIEW PROCEDURES

An access or right-of-way permit may be approved by the Director of Community and Economic Development.

The processing of an access or right-of-way permit shall be according to, in compliance with, and subject to the provisions contained in Steps 1 through 10 of the Common Development Review Procedures as follows:

1. Conceptual Review: Optional.
2. Neighborhood Meeting: Not applicable.
3. Development Application Submittal: Applicable. All items or documents required for an access or right-of-way permit as described in the application submittal requirements shall be submitted to the Director of Community and Economic Development.
4. Determination of Sufficiency: Applicable. No notification of adjacent property owners is required. No application shall be processed if any taxes due are not paid.
5. Staff Report: Not applicable.
6. Notice: Not applicable
7. Public Hearing: Not applicable. In substitution, an application for access or right-of-way permit shall be reviewed and approved, approved with modifications, or denied by the Director of Community and Economic Development based on its compliance with these standards and regulations.
8. Standards: Not applicable. In substitution, an application for access or right-of-way permit shall be reviewed for compliance with these standards and regulations.
9. Conditions of Approval: Applicable. The Director of Community and Economic Development may impose any conditions determined to be necessary to assure the safety of the general public, protect the County's infrastructure, adequately accommodate the type and volume of traffic during the work, and deal with anticipated traffic volumes and road improvements.
10. Amendments: Not applicable. In substitution, an amendment to an access or right-of-way permit may be authorized by the Director of Community and Economic Development provided the access or right-of-way permit remains in compliance with all applicable standards and regulations.

2-02-01-05 CRITERIA FOR APPROVAL

The Director of Community and Economic Development in issuing an access or right-of-way permit shall find:

1. The access or right-of-way permit is consistent and complies with the requirements of these standards and regulations for the type of work to be performed.
2. The access or work to be performed will be of such a standard and condition to safely and adequately accommodate the type and volume of traffic currently using the access, including emergency and fire equipment and vehicles, plus any increase in traffic that may be added by the use accessing the road.
3. Adequate controls have been established to ensure compliance and safety during the course of work.
4. Adequate financial guarantees have been provided to ensure that any problems arising from the work to be performed can be reasonably remedied by the County, if necessary.

2-02-01-06 LAPSE OF APPROVAL

The access or right-of-way permit shall be valid for a period of six (6) months from the time such access or right-of-way permit is issued unless fully and properly acted upon and completed.

2-02-01-07 EXTENSION OF APPROVAL

One six (6) month extension may be granted by the Director of Community and Economic Development. In order to be eligible for an extension, the applicant shall file a request for extension with the Director of Community and Economic Development at least thirty (30) days prior to the date the access or right-of-way permit would lapse, unless waived by the Director of Community and Economic Development.

2-02-02 ADMINISTRATIVE REVIEW

2-02-02-01 PURPOSE

The purpose of this section is to provide processing requirements for administrative review permits for development applications.

2-02-02-02 APPLICABILITY

All uses that require administrative review must be processed in accordance with this section. The Director of Community and Economic Development is the permit issuing authority for administrative review permits. The designation of a use requiring administrative review does not constitute an authorization or assurance that such use will be approved.

2-02-02-03 WHO CAN INITIATE AN ADMINISTRATIVE REVIEW REQUEST

An administrative review permit may be requested by, without limitation, any owner of, or person having interest in the property on which the use requiring administrative review is proposed to be located. The applicant has the burden of proof to demonstrate the use fully complies with these standards and regulations and meets the criteria for approval.

2-02-02-04 ADMINISTRATIVE REVIEW PROCEDURES

An administrative review permit may be approved by the Director of Community and Economic Development (see Steps 1 through 10 below). The Director of Community and Economic Development shall approve, approve with conditions, or deny an administrative review permit based on compliance with the criteria for approval.

The processing of an administrative review permit shall be according to, in compliance with, and subject to the provisions contained in Steps 1 through 10 of the Common Development Review Procedures as follows:

1. Conceptual Review: Optional.
2. Neighborhood Meeting: Optional, unless the Director of Community and Economic Development determines the development proposal could have significant neighborhood impacts.
3. Development Application Submittal: All items or documents required for the administrative review permit as described in the development application submittal requirements shall be submitted to the Director of Community and Economic Development.
4. Determination of Sufficiency: Applicable. The Director of Community and Economic Development shall inform the applicant of the sufficiency of the application within 30 days of submittal. No application shall be processed if taxes due are not paid.
5. Staff Report: Not applicable.
6. Notice: Not applicable.
7. Public Hearing: Not applicable.

8. Standards: Applicable.

9. Conditions of Approval: Applicable. The Director of Community and Economic Development in approving an administrative review permit may attach conditions necessary to implement the Adams County Comprehensive Plan and to ensure compatibility with adjacent uses. In addition to other conditions, the Director of Community and Economic Development may specify a term of the use.

10. Amendments: Applicable.

2-02-02-05 CRITERIA FOR APPROVAL

The Director of Community and Economic Development in issuing an administrative review permit shall find:

1. The use is consistent with the purposes of these standards and regulations.
2. The use will comply with the requirements of these standards and regulations including, but not limited to, all applicable performance standards.
3. The use is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County.
4. The use has addressed all off-site impacts.
5. The site is suitable for the use including adequate usable space, adequate access, and absence of environmental constraints.
6. The site plan for the proposed use will provide adequate fencing, screening, and landscaping.

2-02-02-03 BUILDING PERMIT

2-02-02-042-02-03-01 PURPOSE

The purpose of this section is to provide processing requirements for building permits in order to review, consider, approve, approve with modifications, or deny a request for permission to erect, move, place, or alter a structure, sign, ~~oil wells~~, temporary structure, or to excavate or fill land.

2-02-02-022-02-03-02 APPLICABILITY

All building permits must be processed in accordance with this section. A building permit is the only authorization under which a structure may be constructed, moved, placed, or altered; a sign may be placed, altered, moved, constructed, or replaced; ~~an oil well and appurtenant facilities may be placed, drilled, altered, moved, or constructed~~; land may be filled or excavated; temporary buildings may be placed; or utilities may be installed. All structures shall comply with the requirements of these standards and regulations even if the building permit requirement is waived by the Chief Building Official.

2-02-02-032-02-03-03 WHO CAN INITIATE A BUILDING PERMIT

A building permit application may be requested by, without limitation, the owner(s) of the property on which the structure, sign, ~~landfill~~, temporary building, or utility is to be erected, moved, placed, altered, excavated, or filled. Upon issuance of building permit, when required, contractor information shall be provided to the County.

The applicant has the burden of proof to demonstrate the building permit fully complies with these standards and regulations and meets the criteria for approval.

2-02-02-042-02-03-04 BUILDING PERMIT REVIEW PROCEDURES

A building permit may be approved by the Chief Building Official.

The processing of a building permit shall be according to, in compliance with, and subject to the provisions contained in Steps 1 through 10 of the Common Development Review Procedures as follows:

1. Conceptual Review: Optional.
2. Neighborhood Meeting: Not applicable.
3. Development Application Submittal: Applicable. All items or documents required for a building permit as described in the application submittal requirements shall be submitted to the Director of Community and Economic Development.
4. Determination of Sufficiency: Applicable. No notification of adjacent property owners is required. No application shall be processed if any taxes due are not paid.
5. Staff Report: Not applicable.
6. Notice: Not applicable.
7. Public Hearing: Not applicable. In substitution, an application for a building permit shall be reviewed and approved, approved with modifications, or denied by the Chief Building Official based on its

compliance with any development plan, these standards and regulations, and the building code adopted by the County by reference or otherwise, as amended.

8. Standards: Not applicable. In substitution, an application for a building permit shall be reviewed for compliance with any development plan, these standards and regulations, and all building code regulations adopted by the County.
9. Conditions of Approval: Applicable.
10. Amendments: Not applicable. In substitution, an amendment to a building permit may be authorized by the Chief Building Official provided the building permit remains in compliance with all applicable standards and regulations.

2-02-02-052-02-03-05 CRITERIA FOR APPROVAL

The Director of Community and Economic Development in issuing a building permit shall find:

1. The building permit is consistent with and complies with the requirements of these standards and regulations and any applicable development plans or conditional use permits.
2. Legal access exists to the property for which the building permit has been requested.
3. The building permit complies with all requirements of the building code in effect at the time of issuance of the permit.

2-02-02-062-02-03-06 LAPSE OF APPROVAL

The building permit application shall be valid for a period of six (6) months from the time such building permit is ~~issued~~ applied for unless fully ~~and properly acted upon and completed~~ issued by the Community & Economic Development Department.

The building permit shall be valid for a period of six (6) months from the time such building permit is issued unless fully and properly acted upon and completed.

2-02-02-072-02-03-07 EXTENSION OF APPROVAL

One ~~six (6) month~~ extension may be granted by the Chief Building Official not to exceed one hundred eighty (180) days. In order to be eligible for an extension, the applicant shall file a written request for extension with the Chief Building Official

at least a minimum of thirty (30) days prior to the date the application or building permit would ~~lapse~~expire, unless waived by the Chief Building Official.

~~2-02-03~~2-02-04 **CERTIFICATE OF DESIGNATION**

~~2-02-03-01~~2-02-04-01 **PURPOSE**

The purpose of this section is to detail the steps for obtaining a certificate of designation. Certificates of designation are required for those solid waste and hazardous waste disposal sites and/or processing facilities, which are presumptively incompatible with other land uses, authorized or permitted in a zone district and may have long-term ramifications to the use of surrounding lands. In addition to meeting applicable performance standards, certificates of designation may require the imposition of conditions in order to ensure the number of solid waste and hazardous waste disposal sites and/or processing facilities and their location, design, configuration, and operation are appropriate at a particular location.

~~2-02-03-02~~2-02-04-02 **APPLICABILITY**

All uses that require a certificate of designation must be processed in accordance with this section. A certificate of designation shall be required for all solid waste and hazardous waste disposal sites and/or processing facilities that may include, but not be limited to:

1. Sites and facilities where the collection, storage, treatment, utilization, processing, and/or final disposal of solid waste occurs except as specifically exempted;
2. Infectious waste treatment facilities;
3. Hazardous waste disposal sites;
4. Waste impoundment operations;
5. Commercial composting operations when meeting the Colorado Department of Public Health and Environment Regulations 6CCR 1007-2, Section 14;
6. Inert fills when meeting the criteria for a certificate of designation;
7. Construction and demolition landfills;
8. Scrap tire recycling facilities with an inventory of over ten thousand (10,000) processed and unprocessed scrap tires; or

9. Other sites or facilities not specifically mentioned herein as may be required by C.R.S. §§30-20-101, *et seq.*, C.R.S. §§25-15-101, *et seq.*, and C.R.S. §§25-15-201, *et seq.*

Only the Board of County Commissioners may, after recommendation of the Planning Commission, adopt a resolution approving a certificate of designation to locate in accordance with these standards and regulations. Only those uses that are authorized as permitted principal uses or conditional uses in a zone district may be approved. The designation of a use as a permitted principal use or conditional use does not constitute an authorization or an assurance that such a use will be approved.

~~2-02-03-032-02-04-03~~ WHO CAN INITIATE A CERTIFICATE OF DESIGNATION REQUEST

A certificate of designation may be requested by, without limitation, any owner or person having an interest in the property on which the facility requiring the certificate of designation is proposed to be located. The applicant has the burden of proof to demonstrate the use fully complies with these standards and regulations and meets the criteria for approval.

~~2-02-03-042-02-04-04~~ CERTIFICATE OF DESIGNATION REVIEW PROCEDURES

A certificate of designation may be approved by the Board of County Commissioners by resolution. Any proposed certificate of designation shall be processed through two (2) public hearings before the Planning Commission, which shall provide a recommendation to the Board of County Commissioners (See Steps 1 through 10 below). Upon completion of each hearing by the Planning Commission, the application for a certificate of designation and the recommendation of the Planning Commission shall be forwarded to the Board of County Commissioners. The Board of County Commissioners shall, after receiving a recommendation from the Planning Commission, hold a public hearing. The Board of County Commissioners shall then approve, approve with conditions, or deny the certificate of designation based on its consideration of the staff report, the Planning Commission's recommendation and findings, the evidence from the public hearings, and the certificate of designation's compliance with the criteria for approval.

~~2-02-03-052-02-04-05~~ CERTIFICATE OF DESIGNATION REVIEW STEPS

The processing of a proposed certificate of designation shall be according to, in compliance with, and subject to the provisions contained in Steps 1 through 10 of the Common Development Review Procedures as follows:

1. Conceptual Review: Applicable.

2. **Neighborhood Meeting:** Optional, unless the Director of Community and Economic Development determines the development proposal could have significant neighborhood impacts. A neighborhood meeting may be required prior to accepting an application for a certificate of designation at either or both stages of the review process including the initial application and upon submittal of the operations plan and technical report following review and approval, denial, or approval with conditions of the initial application.
3. **Development Application Submittal:** In the case of a certificate of designation, there shall be two (2) submittals. The first submittal shall be to determine preliminary findings of fact regarding use compatibility and siting impact issues. Following the determination of findings of fact regarding land use compatibility and siting impact issues, a second set of submittals shall be made to allow the review of the operations plan and technical report and approval or disapproval of the certificate of designation.
 - a. All items or documents required for a certificate of designation as described in the development application submittal requirements shall be submitted to the Director of Community and Economic Development at least fifty (50) days prior to the first unfilled Planning Commission public hearing agenda for the first submittal.
 - b. All items or documents required for a certificate of designation as described in the development application submittal requirements shall be submitted to the Director of Community and Economic Development at least two hundred thirty (230) days prior to the first unfilled Planning Commission public hearing agenda for the second submittal.
4. **Determination of Sufficiency:** Applicable. No application shall be processed if any taxes due are not paid. Upon receipt of a written recommendation for approval from the Colorado Department of Health, public hearings on the operations plan and technical report shall be set before the Planning Commission and Board of County Commissioners. No hearings shall be set if the Colorado Department of Public Health and Environment recommends disapproval pursuant to C. R. S. 30-20-104, Section 3.
5. **Staff Report:** Applicable.
6. **Notice:** Applicable, except notice shall be sent to all property owners within fifteen hundred (1,500') feet in urban areas and one (1) mile in agricultural areas at a minimum, or greater, as determined by the Director of Community and Economic Development.
7. **Public Hearing:** Applicable. Two (2) sets of public hearings shall be held before both the Planning Commission and Board of County

Commissioners. A hearing shall be held to review the certificate of designation's compatibility with land use and to make preliminary findings. A hearing shall also be held to review the operations plan and technical report.

The Director of Community and Economic Development may waive the public hearings to determine preliminary findings of fact regarding land use compatibility and siting impact issues of a proposal upon request of the applicant or with the applicant's concurrence, if the following determination is made:

- a. That due to the nature of the proposed operation, issues related to land use compatibility and siting impact cannot be separated from the information required in the operations plan and technical report; or
 - b. That due to the nature of the proposed operation, the operation plan and technical report is minor in nature and no public purpose would be served by separating the two (2) components of the request.
8. Standards: Applicable. At the first hearing concerning a certificate of designation, the Planning Commission shall conduct a preliminary fact finding and consider all relevant evidence regarding land use compatibility and site impacts concerning the application. This hearing shall include, but not be limited to, information of the impact on the surrounding land uses, access and traffic impact, conformance with requirements of these standards and regulations, and conformance with policies of the Adams County Comprehensive Plan. At such hearing, the Planning Commission shall forward a recommendation in the form of recommended findings of fact to the Board of County Commissioners as to whether or not the proposed land use is in accordance with the criteria. The Board of County Commissioners shall then conduct a preliminary fact finding public hearing and consider all relevant evidence regarding land use compatibility and site impacts concerning the application. If the Board of County Commissioners finds the proposed land use is not in accordance with the criteria, it shall make a finding of fact, and such findings may be the basis of a denial at future hearings should the applicant wish to proceed with the remainder of the permitting process.

After receiving the operations plan and technical report submittal and completing Steps 1 through 7, the Planning Commission shall forward a recommendation of disapproval, approval, or approval subject to conditions, to the Board of County Commissioners of the certificate of designation. The Board of County Commissioners shall then conduct a public hearing. The Board of County Commissioners may approve the request, in whole or in part, with or without modifications and requirements, or deny the request. Approval, if given, shall not be in conflict with the Colorado Department of Health's recommendation, but the Board of County Commissioners may impose any additional

requirements or conditions it deems necessary to meet the purpose and intent of these standards and regulations.

9. Conditions of Approval: Applicable. The Board of County Commissioners in approving a certificate of designation may attach any conditions necessary to implement the Adams County Comprehensive Plan and ensure compatibility with adjacent uses or protect the environment. The Board of County Commissioners in approving a certificate of designation may impose any additional requirements or conditions it deems necessary to meet the purpose and intent of these regulations, which may include, but are not limited to, the following:
 - a. A requirement to ensure the facility development proceeds in accordance with a specific site plan and/or development schedule;
 - b. A requirement of public dedication of rights-of-way for roads, alleys, public ways, drainage and public facilities, and the installation of off-site improvements as are reasonably required by or related to the effect of the facility; or
 - c. A requirement to ensure design and mitigation measures be put in place including, but not limited to, limits on the hours of operation and traffic generating uses; improvements to on-site and off-site vehicular circulation; alternative access or site and open space provisions to address site capacity and resource protection issues; controls on noise, light, odors, and other pollutants; construction of fencing and planting of landscaping; restrictions on signage and outdoor lighting; restrictions concerning the building bulk, height, setback, location, and external appearance; stipulations concerning adequate storm drainage or utilities; and limits on the duration of the certificate of designation.
10. Amendments: Applicable. In addition, the following shall be considered in determining if the change is a minor or major amendment:
 - a. Amendments and Changes to Solid Waste Disposal Sites and/or Processing Facilities.

(1) State Review of Type of Change:

(a) A determination as to the type of the change under State regulations shall be made. The proposed change shall be referred to the Colorado Department of Health for a finding of fact as to whether or not the proposed change constitutes a significant change with regard to State regulations.

(b) The State will be afforded a twenty (20) working day period in which to respond. Upon receipt of a determination from the State as to the type of the change, the applicant will be

advised of the determination and whether additional information is needed to complete the technical review of the change.

(c) If the State does not respond with a determination as to whether the change is significant or not within twenty (20) working days, the County may proceed based upon its own determination.

(2) County Review of Type of Change:

A determination shall be made as to the nature of the change with regard to County requirements as listed in the certificate of designation and with regard to potential impact on neighboring properties, the general public, or those intended to occupy or use the non-hazardous disposal site and/or processing facility. This determination shall be made by the Director of Community and Economic Development. The change shall fall into one (1) of the following categories:

(a) Minor:

A minor change from the permit (including approved plans) is one, which will have no discernible impact or will have limited impact on neighboring properties, the general public, or those intended to occupy or use the site and facility. No change which has been determined by the State to be a “significant change” under State regulations shall fall into this category. Minor changes are routine in nature. They may include, but are not limited to, corrections of typographical errors in the approved permit; equipment replacement or upgrading with functionally equivalent components; increased frequency in monitoring or maintenance activities; closure of the facility at an earlier than permitted date; changes in information listed in facility contacts or coordinators listed in the plan; replacement of a monitoring facility which has been damaged or rendered inoperable without change in location, design, or depth; changes in the site plan which provide for more efficient operations on site but have no impact on operation methods or the surrounding area. A change to allow additional elements in the wastestream may be determined to be minor provided the waste is not specifically prohibited by the permit, is a common

variation in the type and quantity of the waste managed under the facility permit, and does not require a change in methods of operation, additional monitoring to assure public health requirements are met, nor result in a change in reclamation of the site. These items are listed as illustrations and are not intended to be all-inclusive.

Another type of minor change is a change necessary to comply with new regulations, where these changes can be implemented without substantially changing design specifications or management practices in the permit.

(b) Major:

A major change from the permit (including approved plans) is one which has been determined to potentially have a significant impact on neighboring properties, the general public, or those intended to occupy or use the waste disposal site and facility. Changes which have been determined to be a “significant change” under State regulations shall fall into this category. They would include, but are not limited to, change in ownership of the facility, extension of the certificate’s duration, changes in the site plan which reduce or change the character of approved buffering, reduction in quantity or quality of monitoring (unless such change is mandated by regulatory requirements), or change in a specific condition, standard, or requirement of the Board of County Commissioners’ approval which would change the character of the facility or substantially increase the intensity of use. A change which allows additional elements in the wastestream which are prohibited by the permit, requires a change in the operations plan or the approved reclamation plan, or allows a waste which is not a common variation in the type and quantity of the waste managed under the facility permit, is a major change. These items are listed as illustrations and are not intended to be all-inclusive.

(3) State Review of the Substance of the Request:

If the State recommends:

(a) Approval of a significant change: See Section 4 (below).

(b) Disapproval of a significant change:

If the Colorado Department of Health recommends disapproval of the requested significant change, no public hearings shall be set. The request shall be denied.

(c) Approval of a non-significant change: See Section 4 (below).

(d) Disapproval of a non-significant change: If the Colorado Department of Health recommends disapproval of the requested non-substantial change, the request shall be denied.

(e) No comment within the review period on a non-significant change: If the State does not respond with a recommendation on the requested change as to whether the change is approved or not within sixty (60) calendar days, the County may proceed based upon its own determination. The applicant shall be advised that it is the operator's responsibility to ensure the minimum standards of the Solid Waste Disposal Sites and Facilities Act, C.R.S. §§30-20-101, *et seq.* have been met.

(4) County Review of the Substance of the Request:

(a) If the Colorado Department of Health recommends approval of a non-significant change, and the change is a minor change as determined by the Director of Community and Economic Development, then the Director may approve the request with conditions determined necessary to assure the intent of these Regulations is met. If the Director of Community and Economic Development denies the request, the applicant may apply for a change in accordance with the procedure for a major change.

(b) If the Colorado Department of Health recommends approval of a significant or non-significant change, and the change is a major change as determined by the Director of Community and Economic Development, the review procedure as established in the Review Step 7 to Review the Operations Plan and Technical Report shall be followed. The request shall be evaluated in accordance with the Criteria for Approval.

b. Information Requirements for an Amendment (major change) to a Solid Waste Disposal Site and Facility:

- (1) Application form and a review fee in accordance with a schedule established by the Board of County Commissioners as provided for in C.R.S. §30-20-103, as amended.
 - (2) Plans and written narrative which clearly describe the changes requested and their effect on the operation of the facility and the surrounding area.
 - (3) Provision of any other relevant information required by the Director of Community and Economic Development in order to assure there is adequate information to review the amendment.
- c. Amendments or Substantial Changes and Modification to Hazardous Disposal Sites:
 - (1) For hazardous waste disposal sites, an amendment to the certificate of designation is required for all changes except for changes in:
 - (a) On-site operations.
 - (b) On-site monitoring requirements.
 - (c) Changes as described above in (a) and (b) are subject to regulation by the Colorado Department of Health pursuant to C.R.S. §§25-15-301, *et seq.*, and are not subject to County review unless it is a substantial change. Substantial changes require County approval pursuant to C.R.S. §25-15-206.
 - (2) Procedures for Review of Amendments to a Certificate of Designation for Hazardous Waste Disposal Sites:
 - (a) The proposed amendment or substantial change shall be referred to the Colorado Department of Health for a finding of fact as to whether or not the proposed amendment constitutes a substantial change, as defined in the rules and regulations promulgated by the Colorado Department of Health. The State will be afforded a twenty (20) working day period in which to respond. Upon receipt of a determination from the State as to the type of the change, the applicant will be advised of the determination and whether additional information is needed to complete the technical review of the change. If the State does not respond with a determination as to whether the change is substantial or not within twenty (20) working days, the County may proceed based upon its own determination.

- (b) After receipt of the Colorado Department of Health’s finding of fact or upon determination of staff that the required State review period has expired, a public hearing shall be set. Staff shall appear before the Board of County Commissioners during a public hearing and present relevant testimony concerning whether or not any proposed changes constitute a substantial change.

The Board of County Commissioners shall make a finding of fact based upon staff’s testimony and recommendations of the Department of Health.

If the Board of County Commissioners finds that the proposed amendment constitutes a substantial change, public hearings shall be set in accordance with the procedures defined in Step 7 and the findings required by the Criteria for Approval.

If the Board of County Commissioners finds that the proposed amendment does not constitute a substantial change, no public hearings shall be set. A decision on changes determined to not be substantial is made by the Colorado Department of Health in accordance with State regulatory requirements and applicable State statutes.

- (c) If the recommendation of the Colorado Department of Health is denial, no public hearing shall be set and the request shall no longer be considered.
- d. Information Requirements for an Amendment or Substantial Change to a Hazardous Waste Disposal Site:
 - (1) Application form and a fee of ten thousand dollars (\$10,000);
 - (2) Plans and written narrative which clearly describe the changes requested and their effect on the operation of the facility and the surrounding area; and
 - (3) Provision of any other relevant information required by the Director of Community and Economic Development in order to assure there is adequate information to review the amendment.

~~2-02-03-062-02-04-06~~ CRITERIA FOR APPROVAL

The Planning Commission, in making their recommendation, and the Board of County Commissioners, in approving a certificate of designation for a solid waste disposal facility, shall find:

1. The proposed use is an acceptable use in the applicable zone district.
2. The certificate of designation is consistent with the purposes of these standards and regulations and meets the intent of the Adams County Comprehensive Plan.
3. The certificate of designation will comply with the requirements of these standards and regulations including, but not limited to, all applicable performance standards.
4. The certificate of designation 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. In making this determination, the Planning Commission and the Board of County Commissioners shall find, at a minimum, that the certificate of designation will not result in excessive traffic generation, noise, vibration, dust, glare, heat, smoke, fumes, gas, odors, or inappropriate hours of operation.
5. The certificate of designation has addressed all off-site impacts.
6. The site is suitable for the certificate of designation, including adequate usable space, adequate access, and absence of environmental constraints.
7. There is a need for the facility in the County.
8. The applicant has documented his ability to comply with the health standards and operating procedures as provided by the Colorado Department of Health, the Tri-County Health Department, and other relevant agencies.
9. The site is accessible to Adams County residents and other potential users.
10. The proposed facility will comply with all applicable laws and regulations relating to air pollution, water pollution, and noise. When standards do not exist for regulating emissions from a particular type of facility, the County will consider whether the facility may impact health and welfare of the community based upon specific facility design and operating procedures.
11. The site conforms to siting standards for the type of facility being proposed.

The Planning Commission, in making their recommendation, and the Board of County Commissioners, in approving a certificate of designation for a hazardous material facility, shall find:

1. The proposed use is an acceptable use in the applicable zone district;
2. The certificate of designation is consistent with the purposes of these standards and regulations and meets the intent of the Adams County Comprehensive Plan;
3. The certificate of designation will comply with the requirements of these standards and regulations including, but not limited to, all applicable performance standards;
4. The certificate of designation 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. In making this determination, the Planning Commission and the Board of County Commissioners shall find, at a minimum, that the certificate of designation will not result in excessive traffic generation, noise, vibration, dust, glare, heat, smoke, fumes, gas, odors, or inappropriate hours of operation;
5. The certificate of designation has addressed all off-site impacts;
6. The site is suitable for the certificate of designation, including adequate usable space, adequate access, and absence of environmental constraints;
7. There is a need for the facility in the County;
8. The applicant has documented his ability to comply with the health standards and operating procedures as provided by the Colorado Department of Health, the Tri-County Health Department, and other relevant agencies;
9. The site is accessible to Adams County residents and other potential users;
10. The proposed facility will comply with all applicable laws and regulations relating to air pollution, water pollution, and noise. When standards do not exist for regulating emissions from a particular type of facility, the County will consider whether the facility may impact health and welfare of the community based upon specific facility design and operating procedures;
11. The site conforms to siting standards for the type of facility being proposed; and
12. The certificate of designation complies with the requirements of C.R.S. §25-15-203.

**~~2-02-03-07~~2-02-04-07 ACTION BY THE DIRECTOR OF COMMUNITY AND
ECONOMIC DEVELOPMENT FOLLOWING APPROVAL**

Upon final approval and fulfillment of all requirements of the Board of County Commissioners, the Board of County Commissioners shall issue a certificate of

designation in conformance with the decision of the Board of County Commissioners and shall notify the Colorado Department of Health of the approval within five (5) days. The certificate of designation shall describe in detail the use allowed by the certificate, include all specific conditions applied by the Board of County Commissioners, and be accompanied by an official site plan and building elevations modified by the applicant to reflect the conditions of the certificate.

2-02-03-082-02-04-08 EFFECT OF APPROVAL

Issuance of a certificate of designation shall be deemed to authorize only the particular use and development plan for which it is issued. The applicant shall be subject to all other permits required by these standards and regulations to develop the land.

All conditions contained in the certificate of designation shall be binding upon the applicant, and any successors and assigns. The certificate of designation and its conditions shall limit and control the issuance and validity of certificates of occupancy, and shall restrict and limit the construction, location, use, and maintenance of all land and structures within the development. The Board of County Commissioners shall be required to sign the certificate of designation and have it recorded in the Office of the Adams County Clerk and Recorder.

2-02-042-02-05 CONSERVATION PLAN PERMIT

2-02-04-042-02-05-01 PURPOSE

The purpose of this section is to provide processing requirements for conservation plan permits in order to review, consider, approve, approve with modifications, or deny a request for permission to till fragile soils.

2-02-04-022-02-05-02 APPLICABILITY

All conservation plan permits must be processed in accordance with this section. A conservation plan permit is the only authorization under which fragile soils may be tilled.

2-02-04-032-02-05-03 WHO CAN INITIATE A CONSERVATION PLAN PERMIT

A conservation plan permit may be requested by, without limitation, the owner(s) of the property which is proposed to be tilled.

The applicant has the burden of proof to demonstrate the conservation plan permit fully complies with these standards and regulations, and meets the criteria for approval.

2-02-04-042-02-05-04 CONSERVATION PLAN PERMIT REVIEW PROCEDURES

A conservation plan permit may be approved by the Director of Community and Economic Development.

The processing of a conservation plan permit shall be according to, in compliance with, and subject to the provisions contained in Steps 1 through 10 of the Common Development Review Procedures as follows:

1. Conceptual Review: Optional.
2. Neighborhood Meeting: Not applicable.
3. Development Application Submittal: Applicable. All items or documents required for a conservation plan permit as described in the application submittal requirements shall be submitted to the Director of Community and Economic Development. The submittal shall include a recommendation from the appropriate Soil Conservation District Board obtained by the applicant after a hearing held by the appropriate Conservation District Board and after each owner abutting the property to be tilled was sent notice of the hearing at least ten (10) days prior to the scheduled hearing before the District Board.
4. Determination of Sufficiency: Applicable. No application shall be processed if any taxes due are not paid.
5. Staff Report: Applicable.
6. Notice: Applicable.
7. Public Hearing: Not applicable.
8. Standards: Not applicable.
9. Conditions of Approval: Applicable.
10. Amendments: Applicable.

2-02-04-052-02-05-05 ACTION BY THE DIRECTOR OF COMMUNITY AND ECONOMIC DEVELOPMENT

The Director of Community and Economic Development shall either issue or deny the issuance of a conservation plan permit within seven (7) days of receipt of the recommendation. The applicant, adjacent property owners, and Soil Conservation District shall be notified by mail of the Director of Community and Economic Development's decision within seven (7) days of the decision. The conservation plan permit shall describe in detail the proposed tillage plan allowed

by the permit, and include all specific conditions applied by the Director of Community and Economic Development.

~~2-02-04-06~~~~2-02-05-06~~ **CRITERIA FOR APPROVAL**

The Director of Community and Economic Development in issuing a conservation plan permit shall find:

1. The applicant has complied with the requirements of these standards and regulations.
2. The proposed conservation plan ensures that the tillage of the land for which the conservation plan permit is requested adequately controls wind and water erosion and minimizes any adverse impacts on surrounding property.

~~2-02-04-07~~~~2-02-05-07~~ **RECORDING AND VALIDITY OF THE PERMIT**

The conservation plan permit approved by the Director of Community and Economic Development shall be recorded by the applicant with the Office of the Adams County Clerk and Recorder. Upon recording, the permit will be deemed valid and the applicant may begin to implement the conservation plan.

~~2-02-04-08~~~~2-02-05-08~~ **LAPSE OF APPROVAL**

The conservation plan permit shall be valid for a period of five (5) years from the time such conservation plan permit is issued by the Director of Community and Economic Development. The permit shall not be considered valid and no tillage shall be permitted until the permit has been recorded in the Office of the Adams County Clerk and Recorder.

~~2-02-04-09~~~~2-02-05-09~~ **RENEWAL AND REVISION OF APPROVAL**

Renewal applications shall be processed in the same manner as an initial application. An application for renewal shall be submitted prior to the lapse of approval of the initial permit.

~~2-02-05~~~~2-02-06~~ **CONTRACTOR REGISTRATION**

~~2-02-05-01~~~~2-02-06-01~~ **REGISTRATION REQUIRED**

Any contractor operating a business involving the construction, alteration, remodeling, repairing, or equipping of buildings or other structures, shall be

registered as a contractor with Adams County. Those contractors performing work involving installation of underground utilities or construction of roads and streets and storm drainage facilities in Adams County are exempt from this registration requirement. However, other applicable standards and permits required by the County shall apply.

~~2-02-05-02-02~~~~2-02-06-02~~ **REGISTRATION PROCEDURE**

~~2-02-05-02-04~~~~2-02-06-02-01~~ ***APPLICATION AND CERTIFICATE OF INSURANCE TO BE SUBMITTED***

Applications for contractor registration shall be submitted on forms provided by the Chief Building Official. Each application shall be accompanied by a certificate of insurance indicating the applicant has liability insurance coverage in an amount of at least one hundred thousand dollars (\$100,000) covering the type of registration requested.

~~2-02-05-02-02~~~~2-02-06-02-02~~ ***EXAMINATION WAIVED***

The Chief Building Official may license or register, without examination, applicants who are duly licensed under the laws of the State of Colorado, the City and County of Denver, and other counties, or municipalities within the State of Colorado for the licensing and the regulating of the plumbing trade, mechanical trade, building trade, etc., deemed by the Chief Building Official to be equivalent to the requirements of the County building code.

~~2-02-05-02-03~~~~2-02-06-02-03~~ ***REGISTRATION OF ELECTRICAL CONTRACTORS***

Electrical contractors shall be licensed by the State of Colorado and registered with the Chief Building Official before performing any electrical work within Adams County. Registrations shall be valid for ~~one-three~~ (43) years from the date of issuance.

~~2-02-05-02-04~~~~2-02-06-02-04~~ ***REGISTRATION OF PLUMBING CONTRACTORS***

Plumbing contractors shall be licensed by the State of Colorado and registered with the Chief Building Official before performing any plumbing work within Adams County. Registration shall be valid for ~~one-three~~ (34) years from the date of issuance.

~~2-02-05-02-052-02-06-02-05~~ **REGISTRATION OF ALL OTHER CONSTRUCTION CONTRACTORS**

All contractors performing work involving the construction, alteration, remodeling, repairing, or equipping of buildings or other structures in Adams County shall be licensed by the City and County of Denver, other counties, or municipalities within the State of Colorado or International Code Council. Registration shall be valid for one (1) year from the date of issuance.

~~2-02-05-032-02-06-03~~ **CLASSIFICATION OF REGISTRATIONS**

~~2-02-05-03-012-02-06-03-01~~ **CLASS A REGISTRATION**

To erect, add to, alter, or repair any building or structure, in all occupancy groups.

~~2-02-05-03-022-02-06-03-02~~ **CLASS B REGISTRATION**

To erect, add to, alter, or repair any building or structure not over ~~two~~three (~~32~~) stories in height, in group B, M, and R occupancies.

~~2-02-05-03-032-02-06-03-03~~ **CLASS C REGISTRATION**

To erect, add to, alter, or repair any building or structure of a non-structural nature, in group R and M occupancies.

~~2-02-05-03-042-02-06-03-04~~ **CLASS D REGISTRATION**

Any specialty contractor including, but not limited to, plumbing, electrical, siding, fences, glass and glazing, insulation, roofing, and heating.

~~2-02-05-042-02-06-04~~ **EXPIRATION AND RENEWAL OF REGISTRATION**

All license registrations shall expire one (1) year from the date of issuance, unless a certificate of insurance or reciprocal license precedes the one year expiration. Application for renewal of registration shall follow the procedures for a new registration.

~~2-02-05-052-02-06-05~~ **RESPONSIBILITY OF LICENSE REGISTRATION**

All registered contractors shall be responsible for work requiring a permit under the provisions of the County building code without limitation to the items as herein listed:

1. To provide minimum safety measures and equipment to protect workers and the public as proscribed by the County building code.
2. To present a registration card when requested by the Chief Building Official or ~~his~~-authorized representative.
3. To obtain a permit when required.
4. To construct faithfully without substantial departure from or disregard of drawings and specifications when such drawings and specifications have been filed and approved by the Department of Community and Economic Development.
5. To complete all work authorized on the permit issued under the authority of the County building code, unless good cause is shown.
6. To obtain inspection services when the same are required by the County building code.
7. To pay any fee assessed under the authority of the County building code.
8. To obey any order issued under the authority of the County building code.
9. To provide honest, factual and complete information on all applications for permits.

~~2-02-05-06~~~~2-02-06-06~~ **VALIDITY OF REGISTRATION**

A change in name, business designation, or ownership of a registered contractor shall have the legal effect of operating without a valid registration. All such changes shall be reported by the registrant to the Department of Community and Economic Development within ten (10) days after such change occurs.

In the case where it is desired to change the name of a presently registered firm, partnership, or corporation where there is no change in ownership, a new license shall be issued under the new name, without charge, upon the surrender of the registration originally issued.

~~2-02-05-07~~~~2-02-06-07~~ **SUSPENSION OR REVOCATION OF REGISTRATION**

~~2-02-05-07-01~~~~2-02-06-07-01~~ **AUTHORITY**

The Chief Building Official may suspend or revoke a registration when the registrant commits one (1) or more of the following acts or omissions:

1. Failure to comply with any of the registrant's responsibilities as set forth herein.

2. Knowingly combining or conspiring with a person, firm or corporation by permitting one's registration to be used by such other person, firm or corporation.
3. By acting as agent, partner, associate or in any other capacity with person, firms or corporations to evade the provisions of the County building code.
4. Willfully refusing to correct the registrant's violation of any provision of the County building code, these standards and regulations, or other County requirements including provisions of development agreements or subdivision improvements agreements.

~~2-02-05-07-022-02-06-07-02~~ **PROCEDURE**

When any act or omission as herein enumerated is committed by a contractor, and the Chief Building Official deems such registration shall be suspended, the procedure shall be as follows:

1. The registrant shall be notified, in writing, by Certified Mail or by personal service, at least seven (7) days prior to the effective date of the suspension or revocation.
2. Upon the receipt of the notice, the registrant may request a hearing. Such request shall be in writing to the Chief Building Official within seven (7) days of the receipt of the notice.
3. If a hearing is requested by the registrant, the Chief Building Official shall set a time, date, and place for the hearing and shall so notify the registrant.
4. When a hearing is conducted, the registrant and other interested parties may be in attendance. The hearing shall be conducted in accordance with the procedures and requirements outlined in the bylaws of the Building Code Board of Appeals. The hearing shall be conducted by the Board of Appeals:
 - a. At the hearing, the Building Code Board of Appeals shall consider all the evidence presented and shall determine whether the suspension or revocation of the registrant was justified.
 - b. The burden of proof at said hearing shall be upon the Chief Building Official by a preponderance of the evidence.
 - c. The Building Code Board of Appeals shall issue a written order within ten (10) business days from the hearing date. The order or a copy thereof shall be available to the registrant at the Department of Community and Economic Development. The date of such availability shall be deemed the date of the order. Failure to issue an order within ten (10) business days from the date of the hearing

shall be deemed to be a final order reversing the decision of the Chief Building Official.

- d. If the registration is revoked, the contractor shall not be granted another registration for at least twelve (12) months after the date of revocation.

~~2-02-05-07-03~~2-02-06-07-03 **TEMPORARY SUSPENSION**

A registrant shall not be permitted to perform any construction activities in Adams County after the effective date of the suspension or revocation by the Chief Building Official until the occurrence of one of the following circumstances:

1. The Board of Appeals rules the suspension or revocation was not justified;
2. The registrant posts a performance bond for the construction being performed, where applicable, or for five thousand dollars (\$5,000), whichever is the greater amount; or
3. The period of suspension expires.

~~2-02-05-08~~2-02-06-08 **PENALTIES**

Any person, firm or corporation violates these regulations:

1. By performing in a business involving the construction, alteration, remodeling, repairing, or equipping of buildings or other structures or performing any other activity requiring the registration of contractors hereunder; and
2. Failing to register with the Chief Building Official of Adams County; or
3. Performing any of the activities requiring a registration while said registrant is suspended or revoked or without having first posted an adequate performance bond, when required under these regulations, is a misdemeanor and, upon conviction thereof, shall be punishable by a fine of not more than one hundred dollars (\$100), or by imprisonment in the County jail for not more than ten (10) days, or by both such fine and imprisonment. Each day during which such illegal erection, construction, reconstruction, alteration, maintenance, or use continues shall be deemed a separate offense. In case any building or structure is or is proposed to be erected, constructed, reconstructed, altered, remodeled, used, or maintained in violation of these license registration regulations, the Board of County Commissioners, in addition to other remedies provided by law, may institute an appropriate action for injunction, mandamus, or abatement to prevent, enjoin, abate, or remove such unlawful erection, construction, reconstruction, alteration, remodeling, maintenance, or use.

2-02-062-02-07 BIOSOLIDS APPLICATION PERMIT (DOMESTIC SLUDGE)

2-02-06-042-02-07-01 PURPOSE

The purpose of this section is to provide processing requirements for biosolids application permits in order to review, consider, approve, approve with modifications, or deny a request for permission to discharge or dispose of biosolids through land application.

2-02-06-022-02-07-02 APPLICABILITY

All biosolids application permits must be processed in accordance with this section. A biosolids application permit is the only authorization under which biosolids may be discharged or applied to land for disposal. *Land applications of sewage, sewage sludge, or septage are prohibited.*

***Adopted by the BOCC on December 13, 2010**

2-02-06-032-02-07-03 WHO CAN INITIATE A BIOSOLIDS APPLICATION PERMIT

A biosolids application permit may be requested by, without limitation, the owner(s) of the property where the biosolids are proposed to be discharged or disposed.

The applicant has the burden of proof to demonstrate the biosolids application permit fully complies with these standards and regulations, and meets the criteria for approval.

2-02-06-042-02-07-04 BIOSOLIDS APPLICATION PERMIT REVIEW PROCEDURES

A biosolids application permit may be approved by the Director of Community and Economic Development.

The processing of a biosolids application permit shall be according to, in compliance with, and subject to the provisions contained in Steps 1 through 10 of the Common Development Review Procedures as follows:

1. Conceptual Review: Optional.
2. Neighborhood Meeting: Applicable.
3. Development Application Submittal: Applicable. All items or documents required for a biosolids application permit as described in the application submittal requirements shall be submitted to the Director of Community and Economic Development. The application will be reviewed by the Soil Conservation District according to their rules and regulations regarding

standards required for acceptable farming practices and in accordance with the time schedule for review.

Upon receipt of a recommendation from the Soil Conservation District, the Director of Community and Economic Development shall either approve, deny, or conditionally approve the request based upon the Soil Conservation District's recommendation and compliance with County regulations.

4. **Determination of Sufficiency:** Applicable. No application shall be processed if any taxes due are not paid. The applicant shall contact all property owners within one (1) mile from the boundaries of the site where sludge is to be placed as part of the information submitted to the Department of Community and Economic Development. The applicant shall survey residents to gauge their acceptance of biosolids being placed at the site.

In its review of the application materials the Director of Community and Economic Development shall:

- a. Contact the residents who responded negatively to the survey with a letter notifying the residents of the County's intent to issue a permit for the placing of biosolids.
 - b. Invite the residents to review the application and State rules and regulations in the County offices and provide comments with technical information relevant to the issuance of a biosolids permit.
 - c. Investigate and review comments of a technical nature, and if necessary, refer to the Colorado Department of Public Health and Environment for their review and determination.
5. **Staff Report:** Not applicable.
 6. **Notice:** Not applicable.
 7. **Public Hearing:** Not applicable.
 8. **Standards:** Applicable. The Director of Community and Economic Development shall make a determination of whether or not the application meets the criteria for approval.
 9. **Conditions of Approval:** Applicable. Conditions mitigating nuisance conditions related to the land placement of biosolids may be placed on the permit.
 10. **Amendments:** Applicable.

2-02-06-052-02-07-05 ACTION BY THE DIRECTOR OF COMMUNITY AND ECONOMIC DEVELOPMENT

Upon receipt of a complete application, the Director of Community and Economic Development shall either issue or deny the issuance of a biosolids application permit within forty-five (45) days of receipt of the complete application. The applicant shall be notified by mail of the Director of Community and Economic Development's decision within forty-five (45) days of the decision. The biosolids application permit shall describe in detail the proposed biosolids application allowed by the permit, including all specific conditions applied by the Director of Community and Economic Development. Applicants and residents may protest the decision of the Director of Community and Economic Development concerning the granting of a permit to apply biosolids before the Board of Adjustment as outlined in Section 2-02-16.

2-02-06-062-02-07-06 CRITERIA FOR APPROVAL

The Director of Community and Economic Development in issuing a biosolids application permit shall find:

1. The applicant has complied with the requirements of these standards and regulations.
2. The proposed biosolids application permit ensures the protection of ground and surface water quality and minimizes any adverse impacts on surrounding property.
3. The application 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 health, safety, or welfare of the inhabitants of the area and the County.
4. The application shall not result in excessive traffic, noise, vibration, dust, fumes, odors, or hours of operation after 10:00pm and before 6:00am on any day.
5. The applicant has obtained a Notice of Authorization for the Use and Distribution of Biosolids from the Colorado Department of Public Health and Environment.

2-02-06-072-02-07-07 RECORDING AND VALIDITY OF THE PERMIT

The biosolids application permit approved by the Director of Community and Economic Development shall be recorded by the applicant with the Office of the Adams County Clerk and Recorder. Upon recording the application, the permit will be deemed valid and the applicant may begin to apply the biosolids as provided for by the permit.

~~2-02-06-08~~~~2-02-07-08~~ **LAPSE OF APPROVAL**

The biosolids application permit shall be valid unless the State permit lapses. The permit shall not be considered valid and no application shall be permitted until the permit has been recorded in the Office of the Adams County Clerk and Recorder.

~~2-02-07-02~~~~2-02-08~~ **FLOODPLAIN USE PERMIT**

~~2-02-07-04~~~~2-02-08-01~~ **PURPOSE**

The purpose of this section is to provide processing requirements for floodplain use permits in order to review, consider, approve, approve with modifications, or deny a request for permission to erect, move, place, or alter a structure or facility within the flood control overlay zone district; place any fill within the flood control overlay zone district; store or process any materials or equipment within the flood control overlay zone district; or conduct certain land uses as described in Chapter 3 of these Standards and Regulations; or change a channel of a watercourse within the flood control overlay zone district.

~~2-02-07-02~~~~2-02-08-02~~ **APPLICABILITY**

All floodplain use permits must be processed in accordance with this section. A floodplain use permit is the only authorization under which a structure may be erected, moved, placed, or altered within the flood control overlay zone district; fill may be placed within the flood control overlay zone district; materials or equipment may be stored or processed within the flood control overlay zone district; or a channel of a watercourse may be changed within the flood control overlay zone district.

~~2-02-07-03~~~~2-02-08-03~~ **WHO CAN INITIATE A FLOODPLAIN USE PERMIT**

A floodplain use permit may be requested by, without limitation, the owner(s) of the property on which a structure is proposed to be erected, moved, placed, or altered within the flood control overlay zone district; fill is proposed to be placed within the flood control overlay zone district; materials or equipment are proposed to be stored or processed within the flood control overlay zone district; or a channel of a watercourse is proposed to be changed within the flood control overlay zone district.

The applicant has the burden of proof to demonstrate the floodplain use permit fully complies with these standards and regulations and meets the criteria for approval.

***Adopted by the BOCC on June 27, 2011.**

~~2-02-07-04~~~~2-02-08-04~~ **FLOODPLAIN USE PERMIT REVIEW PROCEDURES**

A floodplain use permit may be approved by the Director of Community and Economic Development.

The processing of a floodplain use permit shall be according to, in compliance with, and subject to the provisions contained in Steps 1 through 10 of the Common Development Review Procedures as follows:

1. Conceptual Review: Optional.
2. Neighborhood Meeting: Not applicable.
3. Development Application Submittal: Applicable. All items or documents required for a floodplain use permit as described in the application submittal requirements shall be submitted to the Director of Community and Economic Development.
4. Determination of Sufficiency: Applicable. No notification of adjacent property owners is required. No application shall be processed if any taxes due are not paid.
5. Staff Report: Not applicable.
6. Notice: Not applicable.
7. Public Hearing: Not applicable. In substitution, an application for a floodplain use permit shall be reviewed and approved, approved with modifications, or denied by the Director of Community and Economic Development based on its compliance with any development plan and these standards and regulations.
8. Standards: Not applicable. In substitution, an application for a floodplain use permit shall be reviewed for compliance with any development plan, these standards and regulations, and all floodplain regulations adopted by the County.
9. Conditions of Approval: Applicable.
10. Amendments: Not applicable. In substitution, an amendment to a floodplain use permit may be authorized by the Director of Community and Economic Development provided the floodplain use permit remains in compliance with all applicable standards and regulations.

~~2-02-07-05~~~~2-02-08-05~~ **CRITERIA FOR APPROVAL**

The Director of Community and Economic Development in issuing a floodplain use permit shall find:

1. The floodplain use permit is consistent and complies with the requirements of these standards and regulations and any applicable development plans or conditional use permits.

~~2-02-07-06~~~~2-02-08-06~~ LAPSE OF APPROVAL

The floodplain use permit shall be valid for a period of six (6) months from the time such floodplain use permit is issued unless fully and properly acted upon and completed.

~~2-02-07-07~~~~2-02-08-07~~ EXTENSION OF APPROVAL

One six (6) month extension may be granted by the Director of Community and Economic Development. In order to be eligible for an extension, the applicant shall file a request for extension with the Director of Community and Economic Development at least thirty (30) days prior to the date the floodplain use permit would lapse.

~~2-02-08~~~~2-02-09~~ CONDITIONAL USE PERMIT

~~2-02-08-04~~~~2-02-09-01~~ PURPOSE

The purpose of this section is to detail the steps for obtaining a conditional use permit. Conditional uses are those uses which are presumptively compatible with other land uses authorized or permitted in a zone district, but, if approved, which require more discretionary review than those uses which are authorized. In addition to meeting applicable performance standards, conditional uses may require the imposition of conditions in order to ensure the number and type of conditional uses and their location, design, and configuration are appropriate at a particular location.

~~2-02-08-02~~~~2-02-09-02~~ APPLICABILITY

All uses that require a conditional use permit must be processed in accordance with this section. Only the Board of County Commissioners may, after recommendation of the Planning Commission, adopt a resolution approving a conditional use to locate in accordance with these standards and regulations. Only those uses that are authorized as conditional uses in a zone district may be approved. The designation of a use as a conditional use does not constitute an authorization or an assurance that such a use will be approved.

2-02-08-02-012-02-09-02-01 INERT FILLS APPLICABILITY

Inert material fills meeting the following criteria may obtain a conditional use permit issued in accordance with the procedures outlined in this chapter.

1. Total amount of inert fill material is over 500,000 cubic yards.
2. Time to completion of filling operation is greater than 365 days.
3. Fill material to be used meets the definition of inert fill as defined in Chapter 11.
4. Site operator has sole discretion over the source of fill material.
5. Fill material is not likely to contaminate ground water.*

_____*

2-02-08-032-02-09-03 WHO CAN INITIATE A CONDITIONAL USE PERMIT REQUEST

A conditional use permit may be requested by, without limitation, any owner or person having an interest in the property on which the conditional use is proposed to be located. The applicant has the burden of proof to demonstrate the use fully complies with these standards and regulations and meets the criteria for approval.

2-02-08-042-02-09-04 CONDITIONAL USE PERMIT REVIEW PROCEDURES

A conditional use permit may be approved by the Board of County Commissioners by resolution. Any proposed conditional use permit shall be processed through a public hearing before the Planning Commission, which shall provide a recommendation to the Board of County Commissioners (See Steps 1 through 10 below). Upon completion of a hearing by the Planning Commission, the application for a conditional use permit and the recommendation of the Planning Commission shall be forwarded to the Board of County Commissioners. The Board of County Commissioners shall, after receiving a recommendation from the Planning Commission, hold a public hearing. The Board of County Commissioners shall then approve, approve with conditions, or deny the conditional use permit based on consideration of the staff report, the Planning Commission's recommendation and findings, the evidence from the public hearings, and the conditional use permit's compliance with the criteria for approval.

2-02-08-052-02-09-05 CONDITIONAL USE PERMIT REVIEW STEPS

The processing of a proposed conditional use permit shall be according to, in compliance with, and subject to the provisions contained in Steps 1 through 10 of the Common Development Review Procedures as follows:

1. Conceptual Review: Applicable.
2. Neighborhood Meeting: Optional, unless the Director of Community and Economic Development determines the development proposal could have significant neighborhood impacts.
3. Development Application Submittal: All items or documents required for conditional use permits as described in the development application submittal requirements shall be submitted to the Director of Community and Economic Development at least fifty (50) days prior to the first unfilled Planning Commission public hearing agenda.
4. Determination of Sufficiency: Applicable. No application shall be processed if any taxes due are not paid.
5. Staff Report: Applicable.
6. Notice: Applicable.
7. Public Hearing: Applicable. A public hearing shall be held before both the Planning Commission and Board of County Commissioners.
8. Standards: Applicable.
9. Conditions of Approval: Applicable. The Board of County Commissioners in approving a conditional use permit may attach any conditions necessary to implement the Adams County Comprehensive Plan and ensure compatibility with adjacent uses. The Board of County Commissioners in approving a conditional use permit may condition the approval on one or more of the following:
 - a. A requirement to ensure development proceeds in accordance with a specific site plan and/or development schedule.
 - b. A requirement of public dedication of rights-of-way for roads, alleys, public ways, drainage and public facilities, and the installation of off-site improvements as are reasonably required by or related to the effect of the ~~Zoning Map amendment~~conditional use permit.
 - c. A requirement to ensure design and mitigation measures be put in place including, but not limited to, limits on the hours of operation and traffic generating uses; improvements to on-site and off-site pedestrian, bicycle, and vehicular circulation; alternative access or open space provisions to address site capacity and resource protection issues; controls on noise, light, odors and other potential nuisances; measures to protect and improve the aesthetic value of high traffic areas; requirements to protect air and water quality; construction of fencing and planting of landscaping; restrictions on signage and outdoor lighting; changes in off-street parking layout and design; restrictions concerning the building bulk, height, setback, location, and

external appearance; stipulations concerning adequate storm drainage or utilities; and limits on the duration of the conditional use permit.

10. Amendments: Applicable.

~~2-02-08-06~~2-02-09-06 **CRITERIA FOR APPROVAL**

The Planning Commission, in making their recommendation, and the Board of County Commissioners, in approving a conditional use permit, shall find:

1. The conditional use is permitted in the applicable zone district.
2. The conditional use is consistent with the purposes of these standards and regulations.
3. The conditional use will comply with the requirements of these standards and regulations including, but not limited to, all applicable performance standards.
4. The conditional use is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County. In making this determination, the Planning Commission and the Board of County Commissioners shall find, at a minimum, that the conditional use will not result in excessive traffic generation, noise, vibration, dust, glare, heat, smoke, fumes, gas, odors, or inappropriate hours of operation.
5. The conditional use permit has addressed all off-site impacts.
6. The site is suitable for the conditional use including adequate usable space, adequate access, and absence of environmental constraints.
7. The site plan for the proposed conditional use will provide the most convenient and functional use of the lot including the parking scheme, traffic circulation, open space, fencing, screening, landscaping, signage, and lighting.
8. Sewer, water, storm water drainage, fire protection, police protection, and roads are to be available and adequate to serve the needs of the conditional use as designed and proposed.

~~2-02-08-07~~2-02-09-07 **ADDITIONAL CRITERIA FOR APPROVAL**

The Planning Commission, in making their recommendation, and the Board of County Commissioners, in approving a conditional use permit for solid waste transfer stations, solid waste composting facilities, scrap tire recycling facilities, inert fills, or outdoor storage, including accessory outdoor storage, shall find:

~~2-02-08-07-01~~~~2-02-09-07-01~~ **SOLID WASTE TRANSFER STATION CRITERIA FOR APPROVAL**

1. There is a need for the facility for the benefit of Adams County.
2. The request is compatible with the Adams County Comprehensive Plan, complies with the minimum zoning requirements of the zone district in which the Conditional Use Permit is to be granted, and complies with all other applicable requirements of the Adams County Zoning and Subdivision Regulations.
3. The applicant has documented his ability to comply with the health standards and operating procedures as provided by the Colorado Department of Public Health and Environment, Tri-County Health Department, Fire District, and other relevant agencies.
4. The proposed facility will not cause significant traffic congestion or traffic hazards.
5. The request is compatible with the surrounding area.
6. The site is accessible to Adams County residents and other potential users.
7. The site will not impact health and welfare of the community based upon specific facility design and operating procedures.

~~2-02-08-07-02~~~~2-02-09-07-02~~ **SOLID WASTE COMPOSTING FACILITIES CRITERIA FOR APPROVAL**

1. There is a need for the facility for the benefit of Adams County.
2. The request is compatible with the Adams County Comprehensive Plan, complies with the minimum zoning requirements of the zone district in which the Conditional Use Permit is to be granted, and complies with all other applicable requirements of the Adams County Zoning and Subdivision Regulations.
3. The applicant has documented his ability to comply with the health standards and operating procedures as provided by the Colorado Department of Public Health and Environment, Tri-County Health Department, Fire District, and other relevant agencies.
4. The proposed facility will not cause significant traffic congestion or traffic hazards.
5. The request is compatible with the surrounding area.
6. The site is accessible to Adams County residents and other potential users.
7. The site will not impact health and welfare of the community based upon specific facility design and operating procedures.

~~2-02-08-07-03~~2-02-09-07-03 ***RECYCLING FACILITIES, INCLUDING SCRAP TIRE,
CRITERIA FOR APPROVAL***

1. There is a need for the tire recycling operation for the benefit of Adams County and the proposed end use of the recycled material is a viable marketable material.
2. The request is compatible with the Adams County Comprehensive Plan, complies with the minimum zoning requirements of the zone district in which the Conditional Use Permit is to be granted, and complies with all other applicable requirements of the Adams County Zoning and Subdivision Regulations.
3. The applicant has documented his ability to comply with the health standards and operating procedures as provided by the Colorado Department of Public Health and Environment, Tri-County Health Department, Fire District, and other relevant agencies.
4. The proposed facility will not cause significant traffic congestion or traffic hazards.
5. The request is compatible with the surrounding area.
6. The site will not impact health and welfare of the community based upon specific tire recycling facility design and operating procedures.

~~2-02-08-07-04~~2-02-09-07-04 ***INERT FILLS CRITERIA FOR APPROVAL***

1. There is a need for the inert filling operation for the benefit of Adams County.
2. The request is compatible with the Adams County Comprehensive Plan, complies with the minimum zoning requirements of the zone district in which the Conditional Use Permit is to be granted, and complies with all other applicable requirements of the Adams County Zoning and Subdivision Regulations.
3. The applicant has documented his ability to comply with the health standards and operating procedures as provided by the Colorado Department of Public Health and Environment, Tri-County Health Department, Fire District, and other relevant agencies.
4. The proposed inert fill will not cause significant traffic congestion or traffic hazards.
5. The request is compatible with the surrounding area.
6. The site will not impact health and welfare of the community based upon specific fill design and operating procedures.

~~2-02-08-07-05~~~~2-02-09-07-05~~ **OUTDOOR STORAGE AND ACCESSORY OUTDOOR STORAGE CRITERIA FOR APPROVAL**

1. There is a need for the outdoor storage operation for the benefit of Adams County.
2. The request is compatible with the Adams County Comprehensive Plan, complies with the minimum zoning requirements of the zone district in which the Conditional Use Permit is to be granted, and complies with all other applicable requirements of the Adams County ~~Zoning and Subdivision Development Standards and~~ Regulations.
3. The proposed outdoor storage is clearly subordinate to a principal use of the property.
4. Aesthetic concerns have been taken into consideration during the site design and placement of the outdoor storage.

~~2-02-08-07-06~~~~2-02-09-07-06~~ **SOLID WASTE RECYCLING FACILITIES CRITERIA FOR APPROVAL**

1. There is a need for the facility and it will provide a benefit to Adams County.
2. The request is compatible with the Adams County Comprehensive Plan, complies with the minimum zoning requirements of the zone district in which the Conditional Use Permit is to be granted, and complies with all other applicable requirements of the Adams County Zoning and Subdivision Regulations.
3. The applicant has documented his ability to comply with the health standards and operating procedures as provided by the Colorado Department of Public Health and Environment, Tri-County Health Department, Fire District, and other relevant agencies.
4. The proposed facility will not cause significant traffic congestion or traffic hazards.
5. The request is compatible with the surrounding area.
6. The site is accessible to Adams County residents and other potential users.
7. The site will not adversely impact health and welfare of the community based upon specific design and operating procedures.

~~2-02-08-08~~~~2-02-09-08~~ **ACTION BY THE DIRECTOR OF COMMUNITY AND ECONOMIC DEVELOPMENT FOLLOWING APPROVAL**

Upon final approval and fulfillment of all requirements of the Board of County Commissioners, the Director of Community and Economic Development shall

issue a conditional use permit in conformance with the decision of the Board of County Commissioners. The conditional use permit shall describe in detail the conditional use allowed by the permit, include all specific conditions applied by the Board of County Commissioners, and be accompanied by an official site plan and building elevations modified by the applicant to reflect the conditions of the permit.

~~2-02-08-092-02-09-09~~ EFFECT OF APPROVAL

Issuance of a conditional use permit shall be deemed to authorize only the particular use and development plan for which it is issued. The conditional use permit shall run with the land. The applicant shall be subject to all other permits required by these standards and regulations to develop the land.

All conditions contained in the conditional use permit shall be binding upon the applicant, and any successors and assigns. The conditional use permit and its conditions shall limit and control the issuance and validity of certificates of occupancy, and shall restrict and limit the construction, location, use, and maintenance of all land and structures within the development. The applicant shall be required to sign the conditional use permit and have it recorded in the Office of the Adams County the Clerk and Recorder.

If at the expiration of one (1) year, a building permit has not been issued for the use for which the conditional use permit was approved or the approved conditional use has not been established, the conditional use permit shall expire and the use of the property shall revert to its formerly allowed uses without action by the Board of County Commissioners.

~~2-02-08-102-02-09-10~~ EXTENSION OF APPROVAL

An extension of time to obtain a building permit for the approved conditional use or to establish the approved conditional use may be granted by the Planning Commission. In order to be eligible for an extension, the applicant shall file an application for extension with the Director of Community and Economic Development at least thirty (30) days prior to the end of the reversion period. A progress report and revised schedule shall be submitted with the request for extension. An extension may be granted only if the Planning Commission finds that:

1. The applicant has maintained a continuous good faith effort in commencing the activity including, but not limited to, preparing financing, securing state or federal permits, undertaking engineering and design, etc.; and
2. Conditions near the site, these standards and regulations, and the Adams County Comprehensive Plan have not changed in a way to render the original findings erroneous.

2-02-092-02-10 URBAN RENEWAL PLAN*

2-02-09-042-02-10-01 PURPOSE

The purpose of this section is to detail the steps to follow for the adoption of an urban renewal plan pursuant to Section 31-25-112.5, C.R.S., which allows a City and County to cooperate in the development and redevelopment of an area subject to the provisions of the Colorado Urban Renewal Law. An urban renewal plan, urban renewal project, or urban renewal area may include unincorporated territory that is outside the boundaries of a municipality but contiguous to a portion of the urban renewal area located within the municipality. No such territory shall be included in the plan, project, or area without the consent of the Board of County Commissioners and the consent of each owner of, and each holder of a recorded mortgage or deed of trust encumbering, real property within the unincorporated area proposed for inclusion

2-02-09-022-02-10-02 APPLICABILITY

All urban renewal plans approved for land within unincorporated Adams County must be processed in accordance with this section. The Board of County Commissioners may, after recommendation of the Planning Commission, adopt an urban renewal plan. This process shall be applicable to land within unincorporated areas only. Lands that have been annexed into municipalities shall only be subject to the applicable sections of the local municipal codes and Colorado state law.

2-02-09-032-02-10-03 WHO CAN INITIATE THE ADOPTION OF AN URBAN RENEWAL PLAN

The adoption of an urban renewal plan may be proposed, without limitation, by the Planning Commission, the Board of County Commissioners, or the owner(s) of the property to be included.

In addition, a municipality or urban renewal authority may propose an urban renewal plan.

No area that has been designated as an urban renewal area shall contain any agricultural land unless:

- The agricultural land is a brownfield site;
- Not less than one-half of the urban renewal area as a whole consists of parcels of land containing urban-level development that, at the time of the designation of such area, are determined to constitute a slum or blighted area, or a combination thereof, in accordance with state statute and not less than two-thirds of the perimeter of the urban

renewal area as a whole is contiguous with urban-level development as determined at the time of the designation of such area;

- The agricultural land is an enclave within the territorial boundaries of a municipality and the entire perimeter of the enclave has been contiguous with urban-level development for a period of not less than three years as determined at the time of the designation of the area;
- Each public body that levies an ad valorem property tax on the agricultural land agrees in writing to the inclusion of the agricultural land within the urban renewal area; or
- The agricultural land was included in an approved urban renewal plan prior to June 1, 2010.
- Or as otherwise allowed by state statute.

Where an authority intends to acquire private property by eminent domain within the urban renewal area to be subsequently transferred to a private party in accordance with the requirements of section 31-25-105.5 (2), the governing body, prior to the commencement of the acquisition of such property, shall first hold a public hearing on the use of eminent domain as a means to acquire such property after written notice of the time, date, place, and purpose of the hearing has been provided to each owner of property within the urban renewal area at least thirty days prior to the date of the hearing. In order to authorize the use of eminent domain as a means to acquire property, the Board of County Commissioners shall base its decision on such authorization on a finding of blighted or slum conditions without regard to the economic performance of the property to be acquired

2-02-09-042-02-10-04 URBAN RENEWAL PLAN PROCEDURES

An urban renewal plan may be approved by the Board of County Commissioners by resolution. Any proposed urban renewal plan shall be processed through a public hearing before the Planning Commission for a determination as to the conformity of the urban renewal plan with the Adams County Comprehensive Plan. The Planning Commission shall also provide a recommendation as to the adoption of the plan to the Board of County Commissioners (See Steps 1 through 10 below). Upon completion of a hearing by the Planning Commission, the urban renewal plan and recommendation of the Planning Commission shall be forwarded to the Board of County Commissioners. The Board of County Commissioners shall, after receiving a recommendation from the Planning Commission, hold a public hearing. The Board of County Commissioners shall then approve, approve with conditions, or deny the adoption of the urban renewal plan based on consideration of the staff report, the Planning Commission's

recommendation and findings, the evidence from the public hearings, and the urban renewal plan's compliance with the criteria for approval.

~~2-02-09-05~~~~2-02-10-05~~ **URBAN RENEWAL PLAN REVIEW STEPS**

The processing of an urban renewal plan shall be according to, in compliance with, and subject to the provisions contained in Steps 1 through 10 of the Common Development Review Procedures as follows:

1. Conceptual Review: Applicable.
2. Neighborhood Meeting: Required.
3. Development Application Submittal: All items or documents required for the urban renewal plan as described in the development application submittal requirements shall be submitted to the Director of Community and Economic Development.
4. Determination of Sufficiency: Applicable. No application shall be processed if any taxes due are not paid.
5. Staff Report: Applicable.
6. Notice: Applicable. Notice shall comply with Section 31-25- 112.5 and Section 31-25-107, C.R.S., as well as the notice requirements within Section 2-01-06 of these regulations. The Board of County Commissioners shall hold a public hearing on an urban renewal plan or substantial modification of an approved urban renewal plan no less than thirty days after public notice thereof by publication in a newspaper having a general circulation in the County. The notice shall describe the time, date, place, and purpose of the hearing, shall generally identify the urban renewal area covered by the plan, and shall outline the general scope of the urban renewal plan under consideration.
7. Public Hearing: Applicable. A public hearing shall be held before both the Planning Commission and Board of County Commissioners.
8. Standards: Applicable.
9. Conditions of Approval: Applicable. The Board of County Commissioners in approving an urban renewal plan may attach conditions necessary to implement the Adams County Comprehensive Plan and ensure compatibility with adjacent uses.
10. Amendments: Applicable.

~~2-02-09-06~~2-02-10-06 **CRITERIA FOR APPROVAL**

~~2-02-09-06-01~~2-02-10-06-01 ***URBAN RENEWAL PLAN ADOPTION***

The Planning Commission, in making their recommendation shall find:

1. The proposal is consistent with the goals and policies of the Adams County Comprehensive Plan.
2. The proposal is consistent and/or compatible with the land use, transportation, and open space maps in the Adams County Comprehensive Plan.
3. The proposal advances the health, safety, and welfare of the citizens and property owners of Adams County.
4. The land use designation within the Adams County Comprehensive Plan is consistent with the Urban Renewal Plan.

The Board of County Commissioners, in approving an urban renewal plan amendment shall find:

1. The Urban Redevelopment Area described in the Plan is found and declared to be a blighted area as defined in the Colorado Urban Renewal Law. This is a legislative finding by the Board of County Commissioners based upon the Blight Study and other evidence presented to Board of County Commissioners.
2. It is proper to include the unincorporated land located in Adams County and described as follows within the plan.
3. The Adams County Planning Commission has determined that the Plan conforms to the Adams County Comprehensive Plan, which is the general plan for development of Adams County as a whole.
4. The boundaries of the Urban Redevelopment Area have been drawn as narrowly as feasible to accomplish the planning and development objectives of the Plan.
5. The applicable school district has been permitted to participate in an advisory capacity with respect to the inclusion in the Plan of the tax allocation provisions authorized by Section 31-25-107(9) of the Colorado Urban Renewal Law, and the Authority will consult further with such school district as part of the financial planning for the activities and undertakings of the Authority pursuant to the Plan.
6. No relocation of individuals and families will be required in

connection with the Plan.

OR

A feasible method exists for the relocation of individuals and families who will be displaced by the urban renewal project in decent, safe, and sanitary dwelling accommodations within their means and without undue hardship to such individuals and families;

7. No relocation of business concerns will be required in connection with the Plan.

OR

A feasible method exists for the relocation of business concerns that will be displaced by the urban renewal project in the urban renewal area or in other areas that are not generally less desirable with respect to public utilities and public and commercial facilities.

8. The Authority has taken reasonable efforts to provide written notice of the public hearing prescribed by Section 31-25-107(3) of the Act to all property owners, residents and owners of business concerns in the proposed Urban Renewal Area at their last known addresses at least thirty days prior to the public hearing on the Plan.
9. The provisions of Section 31-25-107(9) of the Colorado Urban Renewal Law shall apply to the unincorporated territory of Adams County included in the Urban Renewal Area and the County Administrator is directed to arrange for the notification of the County Assessor as required by law.
10. Section 31-25-107(4)(d) of the Colorado Urban Renewal Law does not apply because no more than 120 days have passed since the commencement of the public hearing on the Plan.
11. Section 31-25-107(4)(e) of the Colorado Urban Renewal Law does not apply because there has been no previous failure to approve this Plan.

OR

If the urban renewal plan contains property that was included in a previously submitted urban renewal plan that the governing body failed to approve pursuant to this section, at least twenty-four months shall have passed since the commencement of the prior public hearing concerning such property pursuant to subsection (3) of this section

unless substantial changes have occurred since the commencement of such hearing that result in such property constituting a blighted area pursuant to section 31-25-103

12. The Plan will afford maximum opportunity, consistent with the sound needs of the County as a whole, for the rehabilitation or redevelopment of the Urban Renewal Area by private enterprise.
13. Agreements are in place to finance any additional County infrastructure and services required to serve development within the Urban Renewal Area for the period in which all or any portion of the property taxes levied by the County are paid to the Authority.
14. No land acquisition by eminent domain is contemplated by the Plan at this time.

OR

All applicable requirements of state statute regarding the use of eminent domain have been satisfied.

15. The Urban Renewal Plan does not consist of any area of open land which is to be developed for residential uses.

OR

A shortage of housing of sound standards and design which is decent, safe, and sanitary exists in the municipality; that the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas (including other portions of the urban renewal area); that the conditions of blight in the urban renewal area and the shortage of decent, safe, and sanitary housing cause or contribute to an increase in and spread of disease and crime and constitute a menace to the public health, safety, morals, or welfare; and that the acquisition of the area for residential uses is an integral part of and essential to the program of the municipality.

16. To the extent that the Urban Renewal Area described in the Plan may consist of open land, the nonresidential uses under the Plan are necessary and appropriate to facilitate the proper growth and development of the community in accordance with sound planning standards and local community objectives.
17. The property owner(s) in the Urban Renewal Area have consented to

inclusion of its land in the Urban Redevelopment Area.

18. The Urban Renewal Plan has been duly reviewed and considered and is hereby approved.

~~2-02-09-06-02~~2-02-10-06-02 **URBAN RENEWAL PLAN AMENDMENTS**

An urban renewal plan may be modified at any time; but, if modified after the lease or sale by the authority of real property in the urban renewal project area, such modification shall be subject to such rights at law or in equity as a lessee or purchaser or his successor in interest may be entitled to assert.

Any proposed modification for lands within Unincorporated Adams County shall be submitted to the Board of County Commissioners, the applicable urban renewal authority, and the City Council of the applicable municipality for a resolution as to whether or not such modification will substantially change the urban renewal plan in land area, land use, design, building requirements, timing, or procedure, as previously approved, and, if it finds that there will be a substantial change, its approval of such modification shall be subject to the requirements of this section. A modification shall be approved by the Board of County Commissioners, the City Council of the applicable municipality, and the applicable urban renewal authority.

~~2-02-09-07~~2-02-10-07 **ACTION BY THE DIRECTOR OF COMMUNITY AND ECONOMIC DEVELOPMENT FOLLOWING APPROVAL**

Upon final approval and fulfillment of all requirements of the Board of County Commissioners, the Director of Community and Economic Development shall cause to have filed a copy of the Board of County Commissioners' resolution granting approval.

The County Administrator shall arrange for the notification of the County Assessor as required by law.

~~2-02-10-02-11~~ **PLANNED UNIT DEVELOPMENT**

~~2-02-10-04~~2-02-11-01 **PURPOSE / OBJECTIVES**

The purpose of this section is to detail the steps for obtaining a Zoning Map amendment for a Planned Unit Development (P.U.D.) which may or may not involve a division of land. The Standard P.U.D. process requires a minimum of

two (2) approvals prior to development of a site, a Preliminary Development Plan (PDP) and Final Development Plan (FDP).

In accordance with the Planned Unit Development Act of 1972, the objective of a Planned Unit Development is to establish an area of land, controlled by one or more landowners, to be developed under unified control or unified plan of development for a number of dwelling units, commercial, educational, recreational, or industrial uses, or any combination of the foregoing, the plan for which does not correspond in lot size, bulk, or type of use, density, lot coverage, open space, or other restriction to the existing land use regulations.

~~2-02-10-01-01~~~~2-02-11-01-01~~ ***PRELIMINARY DEVELOPMENT PLAN (PDP)***

The Preliminary Development Plan establishes vested rights to develop a property in accordance with the plan. Approval of a PDP does not allow for construction. Minor site preparation may be allowed as determined by the Director of Community and Economic Development. The PDP should include the proposed land uses, the layout of landscaping, circulation, architectural elevations, buildings and, if required, a preliminary plat.

~~2-02-10-01-02~~~~2-02-11-01-02~~ ***FINAL DEVELOPMENT PLAN (FDP)***

The Final Development Plan is the site specific development plan which describes and establishes the type and intensity of uses for a specific parcel or parcels of land. The Final Development Plan includes a final subdivision plat, development agreement, and utility plan, as well as any detailed engineering that may be required. Approval of a FDP establishes a vested right to develop property in accordance with the plan.

~~2-02-10-01-03~~~~2-02-11-01-03~~ ***OVERALL DEVELOPMENT PLAN (ODP)***

For P.U.D. Zoning Map amendments involving two (2) or more separate Preliminary Development Plans, an Overall Development Plan is also required for review and approval prior to submittal of the first Preliminary Development Plan. The Overall Development Plan establishes general planning and development control parameters for projects developed in phases with multiple submittals while allowing sufficient flexibility to permit detailed planning in subsequent submittals. Approval of an ODP does not establish any vested right to develop a property in accordance with the plan.

Each successive development application builds on the previously approved application by providing additional details and meeting additional restrictions and standards.

~~2-02-10-02~~~~2-02-11-02~~ **OVERALL DEVELOPMENT PLAN (ODP)**

~~2-02-10-02~~~~042-02-11-02-01~~ **PURPOSE**

The purpose of this section is to detail the steps for establishing general planning and development control parameters for projects developed in phases with multiple submittals while allowing sufficient flexibility to permit detailed planning in subsequent submittals. Approval of an Overall Development Plan (ODP) does not establish any vested right to develop property in accordance with the plan.

~~2-02-10-02~~~~022-02-11-02-02~~ **APPLICABILITY**

An ODP shall be required for any property intended for development over time in two (2) or more separate preliminary Development Plan submittals.

~~2-02-10-02~~~~032-02-11-02-03~~ **WHO CAN INITIATE AN OVERALL DEVELOPMENT PLAN (ODP)**

An ODP shall be proposed by, without limitation, the owner(s) of the property within the boundaries of the proposed ODP.

The applicant has the burden of proof to demonstrate the ODP fully complies with these standards and regulations and meets the criteria for approval.

~~2-02-10-02~~~~042-02-11-02-04~~ **OVERALL DEVELOPMENT PLAN REVIEW PROCEDURES**

An ODP may be approved by the Board of County Commissioners by resolution. Any ODP shall be processed through a public hearing before the Planning Commission, which shall provide a recommendation to the Board of County Commissioners (See Steps 1 through 10 below). Upon completion of a hearing by the Planning Commission, the ODP and recommendation of the Planning Commission shall be forwarded to the Board of County Commissioners. The Board of County Commissioners shall, after receiving a recommendation from the Planning Commission, hold a public hearing. The Board of County Commissioners shall then approve, approve with conditions, or deny the ODP based on consideration of the staff report, the Planning Commission's recommendation and findings, the evidence from the public hearings, and the ODP compliance with the criteria for approval.

The processing of an ODP shall be according to, in compliance with, and subject to the provisions contained in Steps 1 through 10 of the Common Development Review Procedures as follows:

1. Conceptual Review: Applicable.

2. Neighborhood Meeting: Applicable. All P.U.D.s shall be subject to a neighborhood meeting.
3. Development Application Submittal: All items or documents required for an ODP as described in the development application submittal requirements shall be submitted to the Director of Community and Economic Development. Once the application has been determined to be complete, the application shall be scheduled for public hearing before the Board of County Commissioners within sixty (60) days of notice of public hearing. Written notices shall be mailed at least fifteen (15) days prior to the first public hearing date concerning the application. All other factors of the Common Development Review Procedures within Chapter 2 shall be followed.
4. Determination of Sufficiency: Applicable. No application shall be processed if any taxes due are not paid.
5. Staff Report: Applicable.
6. Notice: Applicable.
7. Public Hearing: Applicable. A public hearing shall be held before the Planning Commission and Board of County Commissioners.
8. Standards: Applicable.
9. Conditions of Approval: Applicable. The Board of County Commissioners in approving an ODP may attach conditions necessary to implement the Adams County Comprehensive Plan and ensure compatibility with adjacent uses.
10. Amendments: Applicable.

2-02-10-02-052-02-11-02-05 CRITERIA FOR APPROVAL

The Planning Commission in making their recommendation and the Board of County Commissioners in approving an ODP shall find:

1. The ODP is in general conformity with the Adams County Comprehensive Plan and any applicable area plan.
2. The ODP is consistent with the purpose of these standards and regulations.
3. The ODP is compatible or designed to mitigate externalities with the existing or allowed land uses adjacent to the proposed ODP.
4. The ODP conforms to the Adams County Transportation Plan and will not negatively impact utilities or traffic in the area or otherwise have a detrimental impact on property in sufficient proximity to the proposed development to be affected by it.

5. The ODP is consistent with any applicable drainage plans.
6. The ODP allows for the regulation of use and development of land and buildings where specific issues or concerns must be mitigated due to unusual and unique circumstances; or where alternative design concepts are desired; or are necessary to mitigate specific conditions.
7. The ODP 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.

~~2-02-10-02-06~~~~2-02-11-02-06~~ ***ACTION BY THE DIRECTOR OF COMMUNITY AND ECONOMIC DEVELOPMENT FOLLOWING APPROVAL***

Upon final approval and fulfillment of all requirements of the Board of County Commissioners, the Director of Community and Economic Development shall file a copy of the approved ODP in the office of the Department of Community and Economic Development. The Director of Community and Economic Development shall not change the official Zoning Map, but shall note the date of approval and case number on the map to facilitate tracking.

~~2-02-10-02-07~~~~2-02-11-02-07~~ ***LAPSE OF APPROVAL***

The ODP approval shall lapse one (1) year from the date of approval if a preliminary Development Plan is not submitted.

~~2-02-10-02-08~~~~2-02-11-02-08~~ ***EXTENSION OF APPROVAL***

A ninety (90) day extension of the ODP to allow the applicant to submit the preliminary Development Plan may be granted by the Planning Commission. In order to be eligible for an extension, the applicant shall file an application for extension with the Director of Community and Economic Development at least thirty (30) days prior to the date the ODP would lapse. A progress report and revised schedule shall be submitted with the request for extension. An extension may only be granted if the Planning Commission finds:

1. The applicant has maintained a continuous effort in good faith in preparing a preliminary Development Plan including, but not limited to, preparing financing, securing state or federal permits, undertaking engineering and design, etc.; and

2. Conditions near the site, these standards and regulations, and the Adams County Comprehensive Plan have not changed in a way to render the original findings erroneous.
3. An ODP shall be limited to one ninety (90)-day extension.

2-02-10-03-2-02-11-03 PRELIMINARY DEVELOPMENT PLAN (PDP)

2-02-10-03-042-02-11-03-01 PURPOSE

The purpose of this section is to detail the steps for establishing the requirements for approval of the proposed land uses, the layout of landscaping, circulation, architectural elevations, buildings and, if required, a preliminary plat within a Preliminary Development Plan (PDP). Approval of a PDP establishes vested rights to develop property in accordance with the plan.

2-02-10-03-022-02-11-03-02 APPLICABILITY

A PDP shall be required for any property that is intended to be developed as a Planned Unit Development. The PDP application shall be accompanied by an application to rezone the property to the PUD zone district.*

Amended by the BoCC on January 28, 2013

2-02-10-03-032-02-11-03-03 WHO CAN INITIATE A PRELIMINARY DEVELOPMENT PLAN (PDP)

A PDP may be proposed by, without limitation, the owner(s) of the property within the boundaries of the proposed PDP.

The applicant has the burden of proof to demonstrate the PDP fully complies with these standards and regulations and meets the criteria for approval.

2-02-10-03-042-02-11-03-04 PRELIMINARY DEVELOPMENT PLAN REVIEW PROCEDURES

A PDP shall be approved by the Board of County Commissioners by resolution. Any PDP shall be processed through a public hearing before the Planning Commission, which shall provide a recommendation to the Board of County Commissioners (See Steps 1 through 10 below). Upon completion of a hearing by the Planning Commission, the PDP and recommendation of the Planning Commission shall be forwarded to the Board of County Commissioners. The Board of County Commissioners shall, after receiving a recommendation from the Planning Commission, hold a public hearing. The Board of County Commissioners shall then approve, approve with conditions, or deny the PDP based on consideration of the staff report, the Planning

Commission's recommendation and findings, the evidence from the public hearings, and the PDP compliance with the criteria for approval.

The processing of a PDP shall be according to, in compliance with, and subject to the provisions contained in Steps 1 through 10 of the Common Development Review Procedures as follows:

1. Conceptual Review: Applicable.
2. Neighborhood Meeting: Applicable. All PDPs shall be subject to a neighborhood meeting.
3. Development Application Submittal: All items or documents required for a PDP as described in the development application submittal requirements shall be submitted to the Director of Community and Economic Development. An application for rezoning from the traditional zone district to the Planned Unit Development zone district shall also be submitted at this time. Once the application has been determined to be complete, the application shall be scheduled for public hearing before the Board of County Commissioners within sixty (60) days of notice of public hearing. Written notices shall be mailed at least fifteen (15) days prior to the first public hearing date concerning the application. All other factors of the Common Development Review Procedures within Chapter 2 shall be followed.
4. Determination of Sufficiency: Applicable. No application shall be processed if any taxes due are not paid.
5. Staff Report: Applicable.
6. Notice: Applicable.
7. Public Hearing: Applicable. A public hearing shall be held before the Planning Commission and Board of County Commissioners.
8. Standards: Applicable.
9. Conditions of Approval: Applicable. The Board of County Commissioners in approving a PDP may attach conditions necessary to implement the Adams County Comprehensive Plan and ensure compatibility with adjacent uses.
10. Amendments: Applicable.

~~2-02-10-03-052-02-11-03-05~~ **CRITERIA FOR APPROVAL**

The Planning Commission in making their recommendation and the Board of County Commissioners in approving a PDP shall find:

1. The PDP is in general conformity with the Adams County Comprehensive Plan and any -applicable area plan.

2. The PDP is consistent with the purposes of these standards and regulations.
3. The PDP is compatible or designed to mitigate externalities with the existing or allowed land uses adjacent to the proposed PDP.
4. The PDP conforms to the Adams County Transportation Plan and will not negatively impact utilities or traffic in the area or otherwise have a detrimental impact on property in sufficient proximity to the proposed development to be affected by it.
5. The PDP is consistent with any applicable drainage plans.
6. The PDP allows for the regulation of use and development of land and buildings where specific issues or concerns must be mitigated due to unusual and unique circumstances; or where alternative design concepts are desired; or are necessary to mitigate specific conditions.
7. The PDP is consistent with any approved ODP for the property.
8. The PDP 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. The proposed development has established an adequate level of compatibility by:
 - a. Incorporating natural physical features into the development design and providing sufficient open spaces considering the type and intensity of use;
 - b. Incorporating site planning techniques to foster the implementation of the County's plans, and encourage a land use pattern to support a balanced transportation system, including auto, bike and pedestrian traffic, public or mass transit, and the cost effective delivery of other services consistent with adopted plans, policies and regulations of the County;
 - c. Incorporating physical design features in the development to provide a transition between the project and adjacent land uses through the provision of an attractive entryway, edges along public streets, architectural design, and appropriate height and bulk restrictions on structures;
 - d. Incorporating identified environmentally sensitive areas, including but not limited to, wetlands and wildlife corridors, into the project design;
 - e. Incorporating public facilities or infrastructure, or cash-in-lieu, reasonably related to the proposed development so the proposed

development will not negatively impact the levels of service of the County services and facilities; and

- f. Incorporating an overall plan for the design of the streetscape within the project, including landscaping, auto parking, bicycle and pedestrian circulation, architecture, placement of buildings, and street furniture.

~~2-02-10-03-06~~2-02-11-03-06 **ACTION BY THE DIRECTOR OF COMMUNITY AND ECONOMIC DEVELOPMENT FOLLOWING APPROVAL**

Upon final approval and fulfillment of all requirements of the Board of County Commissioners, the Director of Community and Economic Development shall file a copy of the approved PDP in the office of the Department of Community and Economic Development and shall make the approved changes to the Official County Zone District Maps indicating the change to the P.U.D. zone district. No construction activities shall be permitted, except for minor site preparation, as determined by the Director of Community and Economic Development, until the Final Development Plan is approved by the Board of County Commissioners.

~~2-02-10-03-07~~2-02-11-03-07 **LAPSE OF APPROVAL**

The PDP approval shall lapse three (3) years from the date of approval if a Final Development Plan is not submitted. If the PDP approval lapses prior to the submittal of a Final Development Plan, future development of the property shall require rezoning in accordance with these regulations.*

Amended by the BoCC on January 28, 2013

~~2-02-10-03-08~~2-02-11-03-08 **EXTENSION OF APPROVAL**

A one (1)-year extension may be granted by the Planning Commission. However, the Planning Commission may approve a shorter time period for the extension. In order to be eligible for an extension, the applicant shall file an application for extension with the Director of Community and Economic Development at least thirty (30) days prior to the date the PDP would lapse. A progress report and revised schedule shall be submitted with the request for extension. An extension may only be granted if the Planning Commission finds:

1. The applicant has maintained a continuous effort in good faith in preparing a Final Development Plan including, but not limited to, preparing financing, securing state or federal permits, undertaking engineering and design, etc.; and

2. Conditions near the site, these standards and regulations, and the Adams County Comprehensive Plan have not changed in a way to render the original findings erroneous.
3. A PDP shall be limited to a one (1)-year extension.

~~2-02-10-04~~~~2-02-11-04~~ **FINAL DEVELOPMENT PLAN (FDP)**

~~2-02-10-04~~~~042-02-11-04-01~~ **PURPOSE**

The purpose of this section is to provide processing requirements for the site specific development plan which describes and establishes the type and intensity of uses for a specific parcel or parcels of land. The Final Development Plan (FDP) includes a final subdivision plat, development agreement, and utility plan, as well as any additional plans, studies, or reports the County may require. Approval of a FDP establishes a vested right to develop property in accordance with the Plan.

~~2-02-10-04~~~~022-02-11-04-02~~ **APPLICABILITY**

A FDP shall be required for any property that is intended to be developed as a Planned Unit Development.

~~2-02-10-04~~~~032-02-11-04-03~~ **WHO CAN INITIATE A FINAL DEVELOPMENT PLAN (FDP)**

A FDP may be proposed by, without limitation, the owner(s) of the property within the boundaries of the proposed FDP.

The applicant has the burden of proof to demonstrate the FDP fully complies with these standards and regulations and meets the criteria for approval.

~~2-02-10-04~~~~042-02-11-04-04~~ **FINAL DEVELOPMENT PLAN REVIEW PROCEDURES**

A FDP shall be approved by the Board of County Commissioners by resolution. Any FDP shall be processed through a public hearing before the Board of County Commissioners (See Steps 1 through 10 below). The Board of County Commissioners shall then approve or deny the FDP based on consideration of the staff report, the evidence from the public hearing, and the FDP compliance with the criteria for approval.

The processing of a FDP shall be according to, in compliance with, and subject to the provisions contained in Steps 1 through 10 of the Common Development Review Procedures as follows:

1. Conceptual Review: Not applicable.

2. Neighborhood Meeting: Not applicable.
3. Development Application Submittal: All items or documents required for a FDP as described in the development application submittal requirements shall be submitted to the Director of Community and Economic Development Once the application has been determined to be complete, the application shall be scheduled for public hearing before the Board of County Commissioners within sixty (60) days of notice of public hearing. Written notices shall be mailed at least fifteen (15) days prior to the first public hearing date concerning the application. All other factors of the Common Development Review Procedures within Chapter 2 shall be followed.
4. Determination of Sufficiency: Applicable. No application shall be processed if any taxes due are not paid.
5. Staff Report: Applicable.
6. Notice: Applicable.
7. Public Hearing: Applicable. A public hearing shall be held before the Board of County Commissioners, where the application may be placed on the consent calendar.
8. Standards: Applicable.
9. Conditions of Approval: Applicable.
10. Amendments: Applicable.

~~2-02-10-04-05~~~~2-02-11-04-05~~ **CRITERIA FOR APPROVAL**

The Board of County Commissioners in approving an FDP shall find:

1. The FDP is in general conformity with the Adams County Comprehensive Plan and any applicable area plan.
2. The FDP conforms to the P.U.D. standards.
3. The FDP is consistent with any approved PDP for the property.
4. The FDP construction plans meet the requirements of these standards and regulations and have been approved by the Director of Community and Economic Development, all infrastructure and utility providers, Tri-County Health Department, and all other referral agencies.

~~2-02-10-04-06~~~~2-02-11-04-06~~ ***ACTION BY THE DIRECTOR OF COMMUNITY AND ECONOMIC DEVELOPMENT FOLLOWING APPROVAL***

Upon final approval and fulfillment of all requirements of the Board of County Commissioners, the Director of Community and Economic Development shall make the approved changes to the Official County Zone District Maps indicating the P.U.D. approval. In addition, the FDP will be recorded with the Office of the Adams County Clerk and Recorder.

~~2-02-10-05~~~~2-02-11-05~~ ***EFFECT OF FINAL DEVELOPMENT PLAN APPROVAL***

~~2-02-10-05-01~~~~2-02-11-05-01~~ ***LIMITATIONS ON OTHER USES***

After obtaining Final Development Plan approval, the subject property may not be developed in any other fashion than in accordance with the Final Development Plan unless:

1. The property owner obtains approval of the Board of County Commissioners to abandon the right to develop the property in accordance with the approved Final Development Plan;
2. The property owner obtains approval of the Board of County Commissioners to amend the approved Final Development Plan in accordance with the amendment procedures; or
3. The right to develop the property in accordance with the Final Development Plan has expired.

~~2-02-10-05-02~~~~2-02-11-05-02~~ ***NON-CONFORMING USES***

Non-conforming uses and structures shall not be expanded, replaced, or changed.

~~2-02-10-05-03~~~~2-02-11-05-03~~ ***PROCESS***

Any owner seeking approval of the Board of County Commissioners to abandon or amend a Final Development Plan shall submit an application complying with the procedures for amendments.

~~2-02-10-05-04~~~~2-02-11-05-04~~ ***CRITERIA***

In considering whether to approve a request for amendment or abandonment of a Final Development Plan, the Board of County Commissioners shall be governed by the following:

1. The application shall not be approved when any portion of the property would remain developed or to be developed in accordance

with the Final Development Plan if the remaining parcel would no longer qualify for Final Development Approval pursuant to the criteria for approval of a Final Development Plan.

2. The application shall not be approved if the County's ownership of or practical use of any road, easement, right-of-way, or other public area would be denied or diminished to the detriment of the public good.

~~2-02-10-05-05~~~~2-02-11-05-05~~ **DECISION**

If the Board of County Commissioners finds the forgoing criteria have been satisfied, the Board of County Commissioners shall approve the amendment or abandonment of the Final Development Plan.

~~2-02-11-02-12~~ **SPECIAL USE PERMIT**

~~2-02-11-01~~~~2-02-12-01~~ **PURPOSE**

The purpose of this section is to detail the steps for obtaining a special use permit. Special uses are those uses which are non-permanent (less than five (5) years) and often support other land uses authorized or permitted in a zone district or public utilities or services, but which, because of their potential zone impacts require more discretionary review than those uses which are authorized. In addition to meeting applicable performance standards, special uses may require the imposition of conditions in order to ensure the number of special uses and their location, design, and configuration are appropriate at a particular location during the duration of operation or use in order to protect the health, safety and welfare of the County and inhabitants of the area.

~~2-02-11-02~~~~2-02-12-02~~ **APPLICABILITY**

All uses that require a special use permit must be processed in accordance with this section. The Board of Adjustment is the permit issuing authority for Special Use Permits. The designation of a use as a special use does not constitute an authorization or an assurance that such a use will be approved.

~~2-02-11-03~~~~2-02-12-03~~ **WHO CAN INITIATE A SPECIAL USE PERMIT REQUEST**

A special use permit may be requested by, without limitation, any owner of, or person having an interest in the property on which the special use is proposed to be located. The applicant has the burden of proof to demonstrate the use fully complies with these standards and regulations and meets the criteria for approval.

2-02-11-042-02-12-04 SPECIAL USE PERMIT REVIEW PROCEDURES

A special use permit may be approved by the Board of Adjustment and requires a public hearing. (See Steps 1 through 10 below). The Board of Adjustment shall approve, approve with conditions, or deny the special use permit based on consideration of the staff report, the evidence from the public hearings, and compliance with the criteria for approval.

2-02-11-052-02-12-05 SPECIAL USE PERMIT REVIEW STEPS

The processing of a proposed special use permit shall be according to, in compliance with, and subject to the provisions contained in Steps 1 through 10 of the Common Development Review Procedures as follows:

1. Conceptual Review: Optional, unless the County Manager or his or her designee waives this requirement.
2. Neighborhood Meeting: Optional, unless the County Manager or his or her designee determines the development proposal could have significant neighborhood impacts.
3. Development Application Submittal: All items or documents required for special use permits requiring a public hearing as described in the development application submittal requirements shall be submitted to the County Manager or his or her designee at least thirty (30) days prior to the first unfilled Board of Adjustment public hearing agenda.
4. Determination of Sufficiency: Applicable. No application shall be processed if taxes due are not paid.
5. Staff Report: Applicable.
6. Notice: Applicable. However, published notice is not required.
7. Public Hearing: Applicable. A public hearing shall be held before the Board of Adjustment.
8. Standards: Applicable.
9. Conditions of Approval: Applicable. The Board of Adjustment in approving a special use permit may attach any conditions necessary to implement the Adams County Comprehensive Plan and to ensure compatibility with adjacent uses. In addition to other conditions the Board of Adjustment may place on a special use permit, the Board of Adjustment shall specify the term of the special use permit. The term of a special use permit shall be limited to the absolute minimum term necessary for the proposed use, but in no case shall exceed five (5) years. A special use permit may be renewed following the same procedure used in granting the initial permit. The Board of Adjustment in approving a special use permit may condition the approval on one (1) or more of the following:

- a. A requirement the development or activity proceeds in accordance with a specific site plan and/or development schedule.
- b. A requirement the design and mitigation measures be put in place including, but not limited to, limits on the hours of operation and traffic generating uses; improvements to on-site and off-site pedestrian, bicycle, and vehicular circulation; alternative access and open space provisions to address site capacity and resource protection issues; controls on noise, light, odors and other potential nuisances; measures to protect and improve the aesthetic value of high traffic areas; aesthetic value of high traffic areas; requirements to protect air and water quality; construction of fencing and planting of landscaping; restrictions on signage and outdoor lighting; changes in off-street parking layout and design; restrictions concerning the building bulk, height, setback, location, and external appearance; stipulations concerning adequate storm drainage or utilities; and other appropriate conditions in order to protect the health, safety and welfare of Adams County residents, and to provide for sound environmental practices.

10. Amendments: Applicable.

2-02-11-062-02-12-06 GENERAL CRITERIA FOR APPROVAL

The Board of Adjustment, in approving a special use permit, shall consider:

1. The special use is consistent with the purposes of these standards and regulations.
2. The special use will comply with the requirements of these standards and regulations including, but not limited to, all applicable performance standards.
3. The special use is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County.
4. The Special Use Permit has addressed all off-site impacts.
5. The site is suitable for the special use including adequate usable space, adequate access, and absence of environmental constraints.
6. The site plan for the proposed special use will provide adequate parking, traffic circulation, open space, fencing, screening, and landscaping.
7. Sewer, water, storm water drainage, fire protection, police protection, and roads are to be available and adequate to serve the needs of the special use as designed and proposed.

~~2-02-11-09~~~~2-02-12-09~~ **ACTION BY THE DIRECTOR OF COMMUNITY AND ECONOMIC DEVELOPMENT FOLLOWING APPROVAL**

Upon final approval and fulfillment of all requirements of the Board of Adjustment, the Director of Community and Economic Development shall issue a special use permit in conformance with the decision of the permit issuing authority. The special use permit shall describe in detail the special use allowed by the permit, include all specific conditions applied by the permit issuing authority, and be accompanied by an official site plan modified by the applicant to reflect the conditions of the permit.

~~2-02-11-10~~~~2-02-12-10~~ **EFFECT OF APPROVAL**

Issuance of a special use permit shall be deemed to authorize only the particular use and activity for which it is issued. The special use permit is nontransferable unless otherwise conditioned by the Board of Adjustment. The applicant shall be subject to all other permits required by these standards and regulations to use the land in accordance with the special use permit.

~~2-02-12-13~~ **TEMPORARY USE PERMIT**

~~2-02-12-01~~~~2-02-13-01~~ **PURPOSE**

The purpose of this section is to detail the steps for obtaining a temporary use permit. Temporary uses are those uses which are non-permanent (less than one (1) year) and often support other land uses authorized or permitted in a zone district or public utilities or services, but which, because of their potential impacts require more discretionary review than those uses which are authorized. In addition to meeting applicable performance standards, temporary uses may require the imposition of conditions in order to ensure the number of temporary uses and their location, design, and configuration are appropriate at a particular location during the duration of operation or use.

~~2-02-12-02~~~~2-02-13-02~~ **APPLICABILITY**

All uses that require a temporary use permit must be processed in accordance with this section. The Director of Community and Economic Development is the permit issuing authority for Temporary Use Permits. The designation of a use as a temporary use does not constitute an authorization or an assurance that such a use will be approved.

~~2-02-12-03~~~~2-02-13-03~~ WHO CAN INITIATE A TEMPORARY USE PERMIT REQUEST

A temporary use permit may be requested by, without limitation, any owner of, or person having an interest in the property on which the temporary use is proposed to be located. The applicant has the burden of proof to demonstrate the use fully complies with these standards and regulations and meets the criteria for approval.

~~2-02-12-04~~~~2-02-13-04~~ TEMPORARY USE PERMIT REVIEW PROCEDURES

A temporary use permit may be approved by the Director of Community and Economic Development (See Steps 1 through 10 below). The Director of Community and Economic Development shall approve, approve with conditions, or deny the temporary use permit based on compliance with the criteria for approval.

~~2-02-12-05~~~~2-02-13-05~~ TEMPORARY USE PERMIT REVIEW STEPS

The processing of a proposed temporary use permit shall be according to, in compliance with, and subject to the provisions contained in Steps 1 through 10 of the Common Development Review Procedures as follows:

1. Conceptual Review: Optional.
2. Neighborhood Meeting: Optional, unless the Director of Community and Economic Development determines the development proposal could have significant neighborhood impacts.
3. Development Application Submittal: All items or documents required for temporary use permits as described in the development application submittal requirements shall be submitted to the Director of Community and Economic Development at least fourteen (14) days prior to the commencement date of the temporary use.
4. Determination of Sufficiency: Applicable. No application shall be processed if taxes due are not paid.
5. Staff Report: Not applicable.
6. Notice: Not applicable.
7. Public Hearing: Not applicable.
8. Standards: Applicable.
9. Conditions of Approval: Applicable. The Director of Community and Economic Development in approving a temporary use permit may attach any conditions necessary to implement the Adams County Comprehensive Plan and to ensure compatibility with adjacent uses. In addition to other conditions the Director of Community and Economic Development may

place on a temporary use permit, the Director of Community and Economic Development shall specify the term of the temporary use permit. The term of a temporary use permit shall be limited to the absolute minimum term necessary for the proposed use, but in no case shall exceed ninety (90) days. Section 4-05 specifies the maximum time frame or expiration of specific temporary uses eligible for the temporary use permit. A temporary use permit may be issued annually for the same project. The Director of Community and Economic Development in approving a temporary use permit may condition the approval on one (1) or more of the following:

- a. A requirement the development or activity proceeds in accordance with a specific site plan and/or development schedule.
- b. A requirement the design and mitigation measures be put in place including, but not limited to, limits on the hours of operation and traffic generating uses; improvements to on-site and off-site pedestrian, bicycle, and vehicular circulation; alternative access and open space provisions to address site capacity and resource protection issues; controls on noise, light, odors and other potential nuisances; requirements to protect air and water quality; construction of fencing and planting of landscaping; restrictions on signage and outdoor lighting; changes in off-street parking layout and design; restrictions concerning the building bulk, height, setback, location, and external appearance; and stipulations concerning adequate storm drainage or utilities.

10. Amendments: Applicable.

2-02-12-062-02-13-06 CRITERIA FOR APPROVAL

The Director of Community and Economic Development, in approving a temporary use permit, shall consider:

1. The temporary use is consistent with the purposes of these standards and regulations.
2. The temporary use will comply with the requirements of these standards and regulations including, but not limited to, all applicable performance standards.
3. The temporary use is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County.
4. The Temporary Use Permit has addressed all off-site impacts.

5. The site is suitable for the temporary use including adequate usable space, adequate access, and absence of environmental constraints.
6. The site plan for the proposed temporary use will provide adequate parking, traffic circulation, open space, fencing, screening, and landscaping.
7. Sewer, water, storm water drainage, fire protection, police protection, and roads are to be available and adequate to serve the needs of the temporary use as designed and proposed.

~~2-02-12-06-01~~~~2-02-13-06-01~~ **ADDITIONAL CRITERION FOR APPROVAL FOR PERMISSIBLE FIREWORKS STAND/TENT**

The Director of Community and Economic Development, in approving a temporary use permit for permissible fireworks stand/tent, shall find:

1. The applicant has demonstrated the ability and, if applicable, a history of their ability to comply with these regulations.

~~2-02-12-07~~~~2-02-13-07~~ **ACTION BY THE DIRECTOR OF COMMUNITY AND ECONOMIC DEVELOPMENT FOLLOWING APPROVAL**

Upon final approval and fulfillment of all requirements of the Director of Community and Economic Development, the Director of Community and Economic Development shall issue a temporary use permit. The temporary use permit shall describe in detail the temporary use allowed by the permit, include all specific conditions applied by the permit issuing authority, and be accompanied by an official site plan modified by the applicant to reflect the conditions of the permit.

~~2-02-12-08~~~~2-02-13-08~~ **EFFECT OF APPROVAL**

Issuance of a temporary use permit shall be deemed to authorize only the particular use and activity for which it is issued. The temporary use permit is nontransferable. The applicant shall be subject to all other permits required by these standards and regulations to use the land in accordance with the temporary use permit.

2-02-14 OIL AND GAS FACILITY (OGF) PERMIT

2-02-14-01 PURPOSE

The purpose of the oil and gas facility regulation is to allow for reasonable development of oil and gas in unincorporated Adams County while ensuring that facilities are sited in appropriate areas and utilize best practices to protect the health, safety, and welfare of our residents and the environment and wildlife.

The purpose of an OGF Permit is to regulate the surface land use of oil and gas production in order to protect the public safety, health, welfare and the environment of Adams County and its residents by ensuring that facilities are constructed and operated in accordance with best practices, to provide for sound environmental practices to protect the County's natural resources, to provide for the orderly siting and development of oil and gas operations, as well as to prevent damage to County roads and bridges.

The Colorado Oil and Gas Conservation Commission (COGCC), the Colorado Department of Public Health and the Environment (CDPHE) and the federal government have authority to regulate certain aspects of oil and gas mineral extraction. Requirements contained in this section shall not exempt the owner or operator of an oil and gas facility from compliance with the requirements of the COGCC, CDPHE, or any other regulatory authority.

The provisions of these standards and regulations shall apply to the construction, installation, alteration, repair, erection, location, maintenance, and abandonment of all new or substantially modified oil and gas facilities within the unincorporated areas of the County. Substantially modified for the purposes of this section means anything requiring a Major Amendment.

2-02-14-02 APPLICABILITY

All uses that require an OGF must be processed in accordance with this Section. The Director of Community and Economic Development (CED) is the permit issuing authority for OGF Permits that do not require any waiver from approval criteria or performance standards. OGF Permits requiring waivers from approval criteria or performance standards must be approved by the Board of County Commissioners through the designated Waiver process.

2-02-14-03 WHO CAN INITIATE AN OGF PERMIT

An OGF Permit may be requested, without limitation, by any owner of, or person demonstrating a legal interest in property on which the OGF use is proposed to be located. The applicant has the burden of proof to demonstrate the use fully complies with these standards and regulations and meets the criteria for approval.

2-02-14-04 OGF PERMIT REVIEW PROCEDURES

An OGF Permit may be approved by the Director of Community and Economic Development if the application does not require waiver or modification from any approval criteria or performance standards. An OGF Permit requiring a waiver or modification from any of the approval criteria or performance standards must be approved by the Board of County Commissioners and requires a public hearing. The Director of Community and Economic Development or the Board of County Commissioners shall approve, approve with conditions, or deny the OGF Permit based on consideration of the staff report, the evidence from the public hearing (if applicable), and compliance with the criteria for approval.

2-02-14-05 OGF PERMIT REVIEW STEPS

The processing of a proposed OGF permit shall be according to, in compliance with, and subject to the provisions contained in Steps 1 through 10 of the Common Development Review Procedures (although not necessarily conducted in the following order) as follows:

1. Conceptual review. Operator shall identify three proposed locations for the oil and gas facility for the Alternative Site Analysis process outlined below. For each location, operator shall identify, and visually depict the same on a map, the following items that are located within a half-mile (1/2) radius of the parcel boundary of the proposed facility: existing or platted residences, occupied buildings, parks, open space, schools, future school facilities, state licensed daycares, known areas of environmental contamination such as superfund sites, hospitals, water bodies, floodplains, floodways, water supply facilities including wells, existing active and decommissioned wells, and roadways. Proposed access routes to the site should also be provided. This information must be submitted to Community and Economic Development for review. Following that, a conceptual review meeting shall be held with the operator. Operators are encouraged to schedule a conceptual review prior to entering into any surface use agreements.
 - a. **Alternative Site Analysis:** Prior to submittal of Form 2 or 2A to the COGCC and during the conceptual review, the applicant must consult with the County on an Alternative Site Analysis as outlined below:
 1. In General. The County seeks to site OGFs in areas that have the least off-site impact possible in order to protect the health, safety, and welfare of its residents and to protect the environment and wildlife. In order to determine whether proposed siting is appropriate, CED staff must evaluate alternative sites.

2. Description of potential sites. Applicant must submit descriptions of at least three (3) potential sites for the OGF that were considered by applicant. Potential sites must be a minimum of 1,000 feet away from each other, but can be located on the same parcel. Description must include description of site locations considered, whether mineral extraction is possible and reasonable from those sites, the off-site impacts associated with those sites, and why a particular site is proposed, if any.
3. Evaluation materials. CED staff will evaluate the potential sites to determine which site is likely to have the least off-site impacts. The CED Director will determine whether applicant is required to provide traffic impact studies, engineering studies, Environmental Impact Analysis as defined in these standards and regulations, or other evaluation tools in order to adequately evaluate site options. If not required by the CED Director as part of the alternative site analysis, these site-specific evaluation tools can be submitted by the applicant after site selection has occurred.
4. Evaluation criteria. In determining which sites are likely to have the least off-site impact, CED may consider the following:
 - i. Distance from existing or platted residences, schools, state licensed daycares, high occupancy buildings, active open spaces, environmentally sensitive areas, public drinking water supply areas, or other areas likely to be adversely impacted;
 - ii. Traffic impacts and impact to roads, bridges, and other infrastructure;
 - iii. Access to water and other operational necessities;
 - iv. Whether the site allows for utilization of impact mitigation, such as use of proximate pipelines;
 - v. Noise impacts;
 - vi. The impact on the surrounding land;
 - vii. The impact on wildlife; and
 - viii. Impact on nearby environmental resources such as water bodies.
5. Site Selection. The county shall review all proposed locations in order to determine which location(s) best

protects public health, safety, welfare, and the environment and will choose the location that best satisfies this goal. The Director of Community and Economic Development will determine if any proposed sites meet this goal. If no location satisfies this goal, Operator shall submit three new proposed locations. The County may recommend denial of the OGF Permit if it does not believe that any of the proposed sites meet the siting goal.

2. Neighborhood Meeting: Applicable. At the neighborhood meeting, the applicant shall provide an overview of its proposed oil and gas operation and allow those in attendance to provide input as to the proposed operation, including, but not limited to, issues that arise from application of these regulations to the proposed operation, and suggested mitigation to adequately ensure compliance with these regulations.
3. Development Application Submittal: Community and Economic Development has developed a check list of required submittals for OGF Permits that may change from time to time. At a minimum, the following items are required as part of an OGF application submittal:
 - a. **Application Form**: a completed OGF Permit application form.
 - b. **Application Fee**: OGF application fee
 - c. **Operations Plan**:
 1. Plan Format: Two hard copies of all plans shall be provided and one copy of the plans shall be provided in digital format, on either a thumb drive or CD. No plans shall contain copyright restrictions or public use restrictions.
 2. Cover Sheet: The cover sheet shall have a title block with the reference to an Oil and Gas Facility Permit, project name, and location by section, township and range. The cover sheet shall also include a legal description of the area, date of the drawing, existing zoning of the site, a sheet key, a vicinity map with north arrow (scale of 1" = 2,000' preferred) with an emphasis on the major roadway network within two (2) miles of the proposal, and all applicable County notes, an approval signature block and a block to insert the COGCC Permit number when approved.
 3. Impact Area Map: The second sheet shall contain an Impact Area Map that shows the proposed location of the Oil and Gas Facility, locations of all producing oil

and gas wells and other oil and gas operations within the one-mile (1) impact area; locations of all abandoned and shut-in wells within one quarter (1/4) mile radius of the projected track of the borehole; locations of all permitted registered water wells within one-half (1/2) mile of the proposed Oil and Gas Operation; existing improvements within 1,500 feet of the location on which the operation is proposed, and all existing and proposed roads within the one-mile impact area.

4. **Drilling Operations Plan:** The third sheet shall provide a site plan of drilling operations with drilling equipment with existing and proposed finished-grade topography at two-foot (2') contours or less tied to a datum acceptable to the County. The applicant shall verify current information regarding what datum is acceptable to the County, prior to submitting the application for the Oil and Gas Facility Permit. The layout of the drilling equipment may be shown as a typical plan, if the County deems it appropriate for the extent of development of the proposed Oil and Gas Facility.
5. **Production Plan:** The fourth sheet shall provide a site plan of production operations with production equipment such as tanks and compressor stations with existing and proposed finished-grade topography at two-foot (2') contours or less tied to a datum acceptable to the County. The production plan shall also identify tentative drilling and completion schedules. A seed mix shall be provided for reseeding the well pad. Equipment layout may be a typical plan appropriate to the degree of development for the Oil and Gas Facility, if the County deems it appropriate for the extent of development of the proposed Oil and Gas Facility.
6. **Signage Plan/Sign Detail:** A dimensioned Signage Plan or Sign Detail shall be included on one of the sheets describing and illustrating the appearance, size, location, type, color, material, and illumination of all signs. Directional signs for emergency responders and inspectors shall be included, along with a 24-hour, 7-days per week contact information to deal with all noise complaints. The sign with the 24-hour contact information must be placed close to the intersection of the access road and the right of way so that it is legible from the public right of way.

7. Final Plan: Once the review process is complete and staff has determined that all outstanding issues have been resolved, staff will request a final copy of the Oil and Gas Operations Plan. The final Oil and Gas Operations Plan shall contain the information listed above unless otherwise specified by the County staff.
- d. **Emergency Preparedness and Response:** in accordance with the Emergency Preparedness and Response requirements in Section 4-10-02-03-03-03(9).
 1. Emergency Service Providers: The applicant must provide a commitment to serve (“will serve”) letter from the authority having jurisdiction for providing emergency services (fire protection and emergency medical services) for that facility, or, where no authority has jurisdiction, from an emergency services provider with the ability to provide such emergency services.
 - e. **Engineering Documents:** The following technical Engineering documents are required by the CED staff unless otherwise waived:
 1. Construction Plans: If applicable, Construction Plans for the proposed Oil and Gas Operation’s public improvements including road plan and profile sheets, storm drainage improvements plans and other public improvements, prepared in accordance with the latest version of the Adams County Development Standards and Regulations (Chapter 9).
 2. Pavement Design Report: If applicable, a Pavement Design Report prepared in accordance with the latest version of the Adams County Development Standards and Regulations (Chapter 7).
 3. Grading Erosion and Sediment Control: If applicable, a Grading, Erosion, Sediment Control Report and Plan as defined in the latest version of the Adams County Development Standards and Regulations (Chapter 9).
 4. Transportation, roads, access standards, and fees:
 - a. The applicant’s transportation plan must be designed and implemented to ensure public safety and maintain quality of life for other users of the county transportation system, adjacent residents, and affected property owners.

- b. Where available, existing private roads shall be used to minimize land disturbance unless traffic safety, visual or noise concerns, or other adverse surface impacts clearly dictate otherwise.
- c. Access roads on the site and access points to public roads as identified in the application materials shall be reviewed by the CED department and shall be built and maintained in accordance with the engineering specifications and access road standards defined in the Adams County Development Standards and Regulations (Chapter 8).
- d. All applicable transportation fees shall be paid prior to issuance of a notice to proceed, , including without limitation:
 - i. Access permit fees
 - ii. Oversize/overweight permit fees
 - iii. Right of way construction permit fees; and
 - iv. Traffic impact and road maintenance fees.
- e. Oil and gas operations must minimize impacts to the physical infrastructure of the county transportation system. Any costs to improve county transportation system infrastructure necessitated by the proposed oil and gas operation shall be the responsibility of the Applicant. All transportation system infrastructure improvements and associated costs shall be determined by the CED department. The County shall perform the work or arrange for it to be performed. If the Applicant disagrees with the infrastructure improvements or associated costs as assessed by CED, it may request that the department approve a different route for its proposed oil and gas operation that avoids the need for such improvements. Alternatively, the Applicant may engage a licensed civil engineering firm to perform a traffic impact study in accordance with Chapter 8 of the Development Standards and Regulations to independently evaluate county transportation system infrastructure

improvements necessitated by the proposed oil and gas operation.

5. Drainage study/technical drainage letter/plan: If applicable, a Drainage Study/Technical Drainage Letter/Plan prepared in accordance with the latest version of the Adams County Development Standards and Regulations (Chapter 9).
 6. Floodplain Use Permit: The applicant must obtain a Floodplain Use Permit, in accordance with the latest version of the Adams County Development Standards and Regulations, if the proposed Oil and Gas construction disturbance or operation encroaches into the 100-year floodplain, or the access is crossing a major drainage way, as defined by the latest version of the Adams County Development Standards and Regulations (Chapter 9).
 7. Natural Resource Conservation Overlay (NRCO): if the Oil and Gas Facility is located in the NRCO, a Resource Review may be required.
- f. **Water Supply:** the applicant must provide proof of adequate water supply. Operator shall identify a water resource lawfully available for industrial use, including oil and gas development, to be utilized by Operator and its suppliers.
 - g. **Surface Owner Documentation:** Documentation as to whether the surface owner and others with interest in the property have authorized the proposed OGF.
 - h. **Additional Information:** Community and Economic Development will develop an application check list that may require additional information to process an OGF Permit application. In addition to the items required on the check list, the Director of Community and Economic Development may require additional information deemed necessary to evaluate particular applications.
4. Determination of Sufficiency: Applicable. No application shall be processed if taxes due on the requested property(ies) are not paid, if inspection fees are not paid, or if fines assessed against the applicant have not been paid.
 5. Staff Report: Applicable.
 - a. Concurrent Referral and Review. County staff may refer the complete application review by the various County Departments and the County Attorney's Office, as deemed

appropriate. An application may require review by outside experts or agencies such as the U.S. Army Corps of Engineers, if the project impacts a floodplain, life-safety providers, adjacent jurisdictions, local public health departments, and others as may be deemed appropriate. Operator shall reimburse the County for reasonable costs incurred in connection with the use of third-party expert reviewers.

6. Notice: Applicable, except notice shall be sent by the applicant to all property owners and current residents within a half mile at a minimum, or greater, as determined by the Director of Community and Economic Development. The Notice shall meet the format prescribed by the County. The notice shall contain a statement informing the recipients of the notice that they may request written notification by the Applicant of the commencement of construction and commencement of drilling operations. The applicant shall provide written notification by U.S. Mail, which shall include an offer to consult, to any municipality, special district, or county whose boundaries are within one-half (1/2) mile of the proposed parcel where an application for an Oil and Gas Facility has been filed with the County. Posted notice shall be required for all OGF Permits. The signs shall be posted by the County on the subject property in a manner and at a location to afford the best notice to the public. Posting for an OGF Permit shall take place no later than ten days after the Operator selects a site for the facility.
7. Public Hearing. Applicable if the OGF Permit requires waiver from any approval criteria or performance standards. In cases requiring a waiver, a public hearing shall be held in front of the Board of County Commissioners.
8. Standards: Applicable.
9. Conditions of Approval: Applicable. The Director of Community and Economic Development in approving a permit for an OGF may attach any conditions necessary to implement the Adams County Comprehensive Plan and to ensure the compatibility with adjacent uses. Conditions may include a requirement of an Access Permit or Oversize Load Permit prior to development of the Oil and Gas Facility, a Floodplain Use Permit prior to any work within the floodplain, or a building permit prior to construction of certain structures within the Oil and Gas Facility.
 - a. Term: The approving authority shall specify the term of the OGF Permit as the following: provided that at least one well is drilled and completed during the initial three (3) year period following all required State and local approvals of the OGF, such action permanently vests the permitted location for the

number of wells contained within the initial permit approval. If wells permitted as part of the initial OGF permit are to be drilled at the multi-well pad location following expiration of the initial three (3) year period, those permit(s) for those wells shall be renewed following the OGF permit process as outlined in these regulations.

10. Amendments. Applicable. All amendments must be processed in accordance with Section 2-01-10, Amendments. Major Amendments for OGFs include any amendments to a Form 2A with the COGCC. For purposes of an OGF Permit, anything not identified as a major amendment shall be processed as a Minor Amendment.

2-02-14-06 CRITERIA FOR APPROVAL

The Board of County Commissioners or Director of Community and Economic Development, in approving an OGF Permit, shall consider:

1. The OGF is consistent with the purposes of these standards and regulations.
2. The OGF will comply with the requirements of these standards and regulations including, but not limited to, all applicable performance standards, unless specifically waived or modified by the Board of County Commissioners after public hearing.
3. The siting of the OGF, after evaluation of alternative sites, is the most 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, welfare, the environment and wildlife of the County.
4. The siting of the OGF does not create any site-specific conditions that present significant or material impacts to nearby land uses.
5. The OGF has addressed off-site impacts and complies with all applicable performance standards, unless specifically waived or modified by the Board of County Commissioners after public hearing.
6. The site is suitable for the use, including adequate usable space, adequate access, and adherence of environmental or wildlife stipulations.
7. The site plan for the proposed use will provide adequate parking, traffic circulation, fencing, screening, and landscaping.

8. Sewer, water, storm water drainage, fire protection, police protection, and roads are available and adequate to serve the needs of the OGF as designed and proposed.
9. Cultural and Historical Resources: the OGF does not cause significant degradation of cultural, historic, or archaeological sites eligible for County landmarking, or the National Historic Register.
10. Water Bodies and Water Quality: the OGF does not cause adverse impacts to surface or ground waters within Adams County. The operator shall comply with all applicable water quality standards.
11. Emergency Preparedness and Response: the OGF does not cause unreasonable risks of emergency situations such as explosions, fires, gas, oil or water pipeline leaks, ruptures, hydrogen sulfide or other toxic gas or fluid emissions, and hazardous material vehicle accidents or spills.
12. Air Quality: The OGF meets all required air quality standards.

2-02-14-07 OIL AND GAS FACILITY PERMIT WAIVER

2-02-14-07-01 PURPOSE

The purpose of this section is to establish criteria and detail the steps whereby the Board of County Commissioners, at public meeting, may grant waivers or modifications from approval criteria or performance standards normally required for OGF Permits, allow the OGF use in an area not zoned for OGFs, or allow applicant to develop an OGF site not selected by Community and Economic Development.

2-02-14-07-02 APPLICABILITY

If the OGF permit application is denied based on noncompliance with the approval criteria or performance standards, if the applicant seeks to develop in an area not zoned for OGF development, or if an applicant seeks to develop on a site not approved by CED staff, an applicant may apply for an Oil and Gas Facility Permit Waiver.

2-02-14-07-03 WHO CAN INITIATE A WAIVER

A waiver may be proposed by any applicant that may apply for an OGF.

The applicant has the burden of proof to demonstrate that the waiver or proposed site selection meets the criteria for approval.

2-02-14-07-04

WAIVER REVIEW PROCEDURES

Any waiver shall be processed through a public hearing before the Board of County Commissioners (See Steps 1 through 10 below). Waiver applications will be heard by the Board of County Commissioners at a public hearing. At such public hearing, the Board of County Commissioners may waive or modify specific regulations or standards requested by the applicant and approve the application, may approve with conditions, or may deny the application.

Applicants may only seek a waiver after submitting a complete application for an OGF Permit and participating in a conceptual review meeting with Community and Economic Development staff. If applicant is unable to meet all approval criteria and comply with all performance standards required for an OGF Permit, applicant may choose to seek a waiver from the Board of County Commissioners. The processing of a waiver shall be according to, in compliance with, and subject to the provisions contained in Steps 1 through 10 of the Common Development Review Procedures as follows:

1. Conceptual Review: Must be completed prior to application for waiver as part of OGF Permit process.
2. Neighborhood Meeting: Director of Community and Economic Development will determine whether neighborhood meetings are required after evaluating steps taken as part of OGF process.
3. Development Application Submittal: In addition to all requirements for an OGF Permit, applicant must provide a request for waiver that articulates the specific waivers sought and explains why waivers are necessary.
4. Determination of Sufficiency: Applicable. No application shall be processed if taxes due on the requested property(ies) are not paid, if inspection fees are not paid, or if fines assessed against the applicant have not been paid.
5. Staff Report: Applicable.
6. Notice: Applicable.
7. Public Hearing: Applicable. A public hearing shall be held before the Board of County Commissioners. Any requested waiver shall be reviewed and acted upon by the Board of County Commissioners prior to issuance of an OGF Permit.
8. Standards: Applicable.
9. Conditions of Approval: Applicable. The Board of County Commissioners, in approving a waiver for an OGF Permit, may attach any conditions necessary to implement the Adams County Comprehensive Plan and to ensure the compatibility with adjacent uses.
10. Amendments: Applicable.

2-02-14-07-05 *CRITERIA FOR APPROVAL*

The Board of County Commissioners, in approving a waiver, shall find:

1. Extraordinary hardships or practical difficulties result from strict compliance with these standards and regulations
2. The purpose of these standards and regulations are served to a greater extent by the alternative proposal.
3. The waiver does not have the effect of nullifying the purpose of these standards and regulations.

2-02-14-07-06 *ADDITIONAL CRITERIA FOR A ZONE DISTRICT WAIVER*

The Board of County Commissioners, in approving zone district waiver, in addition to the criteria outlined above, shall find:

1. The proposed Oil and Gas Facility is consistent with the Adams County Comprehensive Plan.
2. The proposed Oil and Gas Facility is compatible with the surrounding area, harmonious with the character of the neighborhood, and not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, welfare or the environment of the inhabitants of the area and the County.

**2-02-15 **AMENDMENT TO TEXT OF THE STANDARDS AND REGULATIONS
AND/OR ZONING MAP (REZONING) AND/OR COMPREHENSIVE
PLAN****

2-02-15-01 **PURPOSE**

The purpose of this section is to detail the steps to follow for changing the text of these standards and regulations, or the boundaries of the zone districts shown on the Zoning Map (Rezoning), or the Comprehensive Plan.

2-02-15-02 **APPLICABILITY**

All amendments to the text of these standards and regulations and any changes to the Zoning Map or Comprehensive Plan must be processed in accordance with this section. Only the Board of County Commissioners may, after recommendation of the Planning Commission, adopt a resolution amending the text of these standards and regulations, or the Zoning Map, or the Comprehensive Plan.

**2-02-15-03 WHO CAN INITIATE A TEXT, ZONING MAP, OR
COMPREHENSIVE PLAN AMENDMENT**

2-02-15-03-01 *AMENDMENT TO ZONING MAP (REZONING)*

An amendment to the Zoning Map may be proposed, without limitation, by the Planning Commission, the Board of County Commissioners, or the owner(s) of the property to be rezoned.

In addition, a municipality, airport authority, or other owner or operator of an aviation facility available for public use may propose an amendment to the Zoning Map to establish or amend an Aviation Zone or Influence Area Overlay District for the area including area surrounding an aviation facility.

2-02-15-03-02 *AMENDMENT TO COMPREHENSIVE PLAN*

An amendment to the Comprehensive Plan may be proposed, without limitation, by the Planning Commission, the Board of County Commissioners, the Director of Community and Economic Development or the owner(s) of the property to be amended on the plan.

2-02-15-03-03 *TEXT AMENDMENT*

An amendment to the text of these standards and regulations may be proposed by the Planning Commission, Board of County Commissioners, the Director of Community and Economic Development, the Director of Public Works,* any owner or person having an interest in land located within the unincorporated area of the County, or any resident of the County.

The applicant has the burden of proof to demonstrate a text or a Zoning Map amendment fully complies with these standards and regulations and meets the criteria for approval.

***Adopted by the BOCC on June 27, 2011.**

**2-02-15-04 TEXT, ZONING MAP, AND COMPREHENSIVE PLAN AMENDMENT
REVIEW PROCEDURES**

An amendment to the text of these standards and regulations, an amendment to the Zoning Map, or an amendment to the Comprehensive Plan may be approved by the Board of County Commissioners by resolution. Any proposed amendment shall be processed through a public hearing before the Planning Commission, which shall provide a recommendation to the Board of County Commissioners (See Steps 1 through 10 below). Upon completion of a hearing by the Planning Commission, the amendment and recommendation of the Planning Commission shall be forwarded to the Board of County Commissioners. The Board of County

Commissioners shall, after receiving a recommendation from the Planning Commission, hold a public hearing. The Board of County Commissioners shall then approve, approve with conditions, or deny the amendment based on consideration of the staff report, the Planning Commission's recommendation and findings, the evidence from the public hearings, and the amendment's compliance with the criteria for approval. In the case of a Comprehensive Plan amendment, the Planning Commission shall make a decision on the amendment and the matter will be referred to the Board of County Commissioners to ratify the decision at a public hearing.

**2-02-15-05 TEXT, ZONING MAP, AND COMPREHENSIVE PLAN AMENDMENT
REVIEW STEPS**

The processing of a proposed text, Zoning Map, or Comprehensive Plan amendment shall be according to, in compliance with, and subject to the provisions contained in Steps 1 through 10 of the Common Development Review Procedures as follows:

1. Conceptual Review: Applicable.
2. Neighborhood Meeting: Optional, unless the Director of Community and Economic Development, or in the case of Comprehensive Plan Amendment the Director of Community and Economic Development, determines the development proposal could have significant neighborhood impacts.
3. Development Application Submittal: All items or documents required for amendment of the text of these standards and regulations and/or to the Zoning Map as described in the development application submittal requirements shall be submitted to the Director of Community and Economic Development at least fifty (50) days prior to the first unfilled Planning Commission public hearing agenda.
4. Determination of Sufficiency: Applicable. No application shall be processed if any taxes due are not paid.
5. Staff Report: Applicable.
6. Notice:
 - a. Text Amendments: Partially applicable. Publication in the official County newspaper is required. Written notice and posting are not required.
 - b. Zoning Map Amendments (Rezoning): Applicable.
7. Public Hearing: Applicable. A public hearing shall be held before both the Planning Commission and Board of County Commissioners.
8. Standards: Applicable.

9. Conditions of Approval: Applicable. The Board of County Commissioners in approving a Zoning Map amendment may attach conditions necessary to implement the Adams County Comprehensive Plan and ensure compatibility with adjacent uses. ~~The Board of County Commissioners in approving a Zoning Map amendment may condition the approval on one (1) or more of the following:~~
- ~~a. A requirement to ensure development proceeds in accordance with a specific site plan and/or development schedule.~~
 - ~~b. A requirement of public dedication of rights of way for roads, alleys, public ways, drainage and public facilities, and the installation of off-site improvements as are reasonably required by or related to the effect of the Zoning Map amendment.~~
10. Amendments: Applicable.

2-02-15-06 CRITERIA FOR APPROVAL

2-02-15-06-01 TEXT AMENDMENTS

The Planning Commission, in making their recommendation, and the Board of County Commissioners, in approving a text amendment, shall find:

1. The text amendment is consistent with the Adams County Comprehensive Plan.
2. The text amendment is consistent with the purposes of these standards and regulations.
3. The text amendment will not be detrimental to the majority of persons or property in the surrounding areas nor to the community in general.

2-02-15-06-02 ZONING MAP AMENDMENTS (REZONING)

The Planning Commission, in making their recommendation, and the Board of County Commissioners, in approving a Zoning Map amendment, shall find:

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.

2-02-15-06-03 *COMPREHENSIVE PLAN AMENDMENTS*

The Planning Commission, in making their decision, and the Board of County Commissioners in ratifying a Comprehensive Plan amendment, shall find:

1. The Comprehensive Plan amendment is consistent with the goals and policies of the Adams County Comprehensive Plan.
2. The Comprehensive Plan amendment is consistent and/or compatible with the land use, transportation, and open space maps in the Adams County Comprehensive Plan.
3. The Comprehensive Plan amendment advances the health, safety, and welfare of the citizens and property owners of Adams County.

2-02-15-07 ACTION BY THE DIRECTOR OF COMMUNITY AND ECONOMIC DEVELOPMENT FOLLOWING APPROVAL

Upon final approval and fulfillment of all requirements of the Board of County Commissioners, the Director of Community and Economic shall make the approved changes to the Official County Zoning Maps, Comprehensive Plan, or text of these standards and regulations.

2-02-16 EXEMPTION

2-02-16-01 PURPOSE

The purpose of this section is to establish criteria and detail the steps whereby the Board of County Commissioners may grant exemptions from the definitions of the terms “subdivision” and “subdivided land” for any division of land if the Board determines that such a division is not within the purpose of Article 28, Title 30 of the Colorado Revised Statutes.

2-02-16-02 APPLICABILITY

An exemption approval is required to obtain a release from the requirements of platting by resolution of the Board of County Commissioners in accordance with the terms set forth in these standards and regulations.

2-02-16-03 WHO CAN INITIATE A SUBDIVISION EXEMPTION

A Subdivision Exemption may be proposed by, without limitation, the owner(s) of, or person having an interest in the property to be divided.

The applicant has the burden of proof to demonstrate the Subdivision Exemption fully complies with these standards and regulations, and meets the criteria for approval.

2-02-16-04 SUBDIVISION EXEMPTION REVIEW PROCEDURES

A Subdivision Exemption shall be approved by the Board of County Commissioners by resolution. Any Subdivision Exemption shall be processed through a public meeting before the Board of County Commissioners (See Steps 1 through 10 below). The Board of County Commissioners shall then approve or deny the Subdivision Exemption based on consideration of the staff report, the evidence from the public meeting, and the Subdivision Exemption's compliance with the criteria for approval.

The processing of a Subdivision Exemption shall be according to, in compliance with, and subject to the provisions contained in Steps 1 through 10 of the Common Development Review Procedures as follows:

1. Conceptual Review: Optional.
2. Neighborhood Meeting: Not applicable.
3. Development Application Submittal: All items or documents required for a Subdivision Exemption as described in the development application submittal requirements shall be submitted to the Director of Community and Economic Development at least thirty (30) days prior to the first unfilled Board of County Commissioners public meeting agenda.
4. Determination of Sufficiency: Applicable. No application shall be processed if any taxes due are not paid. No notification of the adjacent property owners is required.
5. Staff Report: Applicable. No notification of referral agencies is required.
6. Notice: Applicable.
7. Public Hearing: Applicable. A public hearing shall be held before the Board of County Commissioners. The Board of County Commissioners may take testimony from the public at the public meeting.
8. Standards: Applicable.
9. Conditions of Approval: Applicable.
10. Amendments: Applicable.

2-02-16-05 CRITERIA FOR APPROVAL

The Board of County Commissioners, in approving a Subdivision Exemption, shall find:

1. The Subdivision Exemption is consistent with and conforms to these standards and regulations.
2. The Subdivision Exemption is a division of land determined not to be within the purpose of Article 28, Title 30 of the Colorado Revised Statutes and is consistent with one (1) of the following criteria:
 - a. Boundary line adjustments where no additional parcels are created (unplatted land only).
 - b. Exemptions creating additional parcels shall be permitted for parcels with more than one (1) principal residence provided all of the following criteria are met:
 - (1) Each residence was constructed in conformance with the applicable County regulations in effect at the time the residence was constructed, and provided the structures were not previously considered uninhabitable or accessory to a principal residence (e.g., a guest house, resort or seasonal cabins used in conjunction with a lodge operation or housing for tenant labor);
 - (2) Each residence shall have a documented history of continuous use as a single-family dwelling; and
 - (3) Legal and physical access shall be provided to all parcels by public right-of-way or recorded easement, acceptable to the Adams County Director of Public Works in compliance with the Adams County Engineering Design and Construction Standards.
 - c. Other divisions of land affected by a deed recorded in the Office of the Adams County Clerk and Recorder that the Board of County Commissioners determines is not within the purposes of this resolution. If it is determined the applicant is using the exemption process to circumvent the subdivision regulations, the applicant shall be required to comply with the applicable sections of this resolution.
 - d. The property which is the subject of the Exemption may not be within any recorded subdivision plat.
 - e. The property which is the subject of the Exemption may not be zoned for commercial or industrial uses.

2-02-16-06 ACTION BY THE DIRECTOR OF COMMUNITY AND ECONOMIC DEVELOPMENT FOLLOWING APPROVAL

Upon final approval and fulfillment of all requirements of the Board of County Commissioners, the Director of Community and Economic Development shall cause to have filed in the Office of the Adams County Clerk and Recorder the deeds, plan exhibit, required easements and maintenance agreements and a copy of the Board of County Commissioners' Resolution granting approval.

2-02-16-07 LAPSE OF APPROVAL

The Subdivision Exemption approval shall lapse one (1) year from the date of approval if the required deeds and other supporting materials are not submitted.

2-02-16-08 EXTENSION OF APPROVAL

A ninety (90)-day extension of the Subdivision Exemption approval may be granted by the Planning Commission. In order to be eligible for an extension, the applicant shall file an application for extension with the Director of Community and Economic Development at least thirty (30) days prior to the date the Subdivision Exemption approval would lapse. A progress report and revised schedule shall be submitted with the request for extension. An extension may only be granted if the Planning Commission finds:

1. The applicant has maintained a continuous good faith effort in preparing the Subdivision Exemption submittals including, but not limited to, preparing financing, securing state or federal permits, undertaking engineering and design, etc.; and
2. Conditions near the site, these standards and regulations, and the Adams County Comprehensive Plan have not changed in a way to render the original findings erroneous.

A Subdivision Exemption shall be limited to one ninety (90)-day extension.

2-02-17 WAIVER FROM SUBDIVISION DESIGN STANDARDS*

Adopted by the BoCC on January 28, 2013

2-02-17-01 PURPOSE

The purpose of this section is to establish criteria and detail the steps whereby the Board of County Commissioners may grant waivers from subdivision design and improvement standards.

2-02-17-02 APPLICABILITY

A waiver is required to obtain a release from the requirements of subdivision design by resolution of the Board of County Commissioners in accordance with the terms set forth in these standards and regulations.

2-02-17-03 WHO CAN INITIATE A WAIVER

A waiver may be proposed by, without limitation, the owner(s) of, or person having an interest in the property to be divided.

The applicant has the burden of proof to demonstrate that the waiver meets the criteria for approval.

2-02-17-04 WAIVER REVIEW PROCEDURES

A waiver shall be approved by the Board of County Commissioners by resolution. Any waiver shall be processed through a public meeting before the Board of County Commissioners (See Steps 1 through 10 below). The Board of County Commissioners shall then approve or deny the waiver based on consideration of the staff report, the evidence from the public meeting, and the waiver's compliance with the criteria for approval.

The processing of a waiver shall be according to, in compliance with, and subject to the provisions contained in Steps 1 through 10 of the Common Development Review Procedures as follows:

1. Conceptual Review: Optional.
2. Neighborhood Meeting: Not applicable.
3. Development Application Submittal: All items or documents required for a waiver as described in the development application submittal requirements shall be submitted to the Director of Community and Economic Development at least thirty (30) days prior to the first unfilled Board of County Commissioners public meeting agenda.
4. Determination of Sufficiency: Applicable. No application shall be processed if any taxes due are not paid. No notification of the adjacent property owners is required.
5. Staff Report: Applicable. No notification of referral agencies is required.
6. Notice: Applicable.
7. Public Hearing: Applicable. A public hearing shall be held before the Board of County Commissioners. Any requested waiver shall be reviewed and acted upon by the Board of County Commissioners prior to scheduling a final development plan (plat) hearing. The Board of County Commissioners may take testimony from the public at the public meeting.

8. Standards: Applicable.
9. Conditions of Approval: Applicable.
10. Amendments: Applicable.

2-02-17-05 CRITERIA FOR APPROVAL

The Board of County Commissioners, in approving a waiver, shall find:

1. Extraordinary hardships or practical difficulties result from strict compliance with these standards and regulations
2. The purpose of these standards and regulations are served to a greater extent by the alternative proposal.
3. The waiver does not have the effect of nullifying the purpose of these standards and regulations.

2-02-17-06 ACTION BY THE DIRECTOR OF COMMUNITY AND ECONOMIC DEVELOPMENT FOLLOWING APPROVAL

Upon final approval and fulfillment of all requirements of the Board of County Commissioners, the Director of Community and Economic Development shall cause to have filed in the Office of the Adams County Clerk and Recorder a copy of the Board of County Commissioners' Resolution granting approval.

2-02-17-07 LAPSE OF APPROVAL

The waiver approval shall lapse two (2) years from the date of approval if the final plat application is not submitted.

2-02-17-08 EXTENSION OF APPROVAL

A ninety (90)-day extension of the waiver approval may be granted by the Planning Commission. In order to be eligible for an extension, the applicant shall file an application for extension with the Director of Community and Economic Development at least thirty (30) days prior to the date the waiver approval would lapse. A progress report and revised schedule shall be submitted with the request for extension. An extension may only be granted if the Planning Commission finds:

1. The applicant has maintained a continuous good faith effort in preparing the final plat submittals including, but not limited to, preparing financing, securing state or federal permits, undertaking engineering and design, etc.; and

2. Conditions near the site, these standards and regulations, and the Adams County Comprehensive Plan have not changed in a way to render the original findings erroneous.

A Waiver shall be limited to one ninety (90)-day extension.

2-02-18 PLAT CORRECTION; REPLAT OF LOT, EASEMENT OR BUILDING ENVELOPE; VACATION OF RECORDED PLAT, RIGHT-OF-WAY OR EASEMENT; OR REPLAT OF SUBDIVISION

2-02-18-01 PURPOSE

The purpose of this section is to detail the steps for obtaining approval to correct a plat; replat a lot, easement or building envelope; vacate a recorded plat, right-of-way or easement; or replat a subdivision. The process is designed to ensure the intent of the original subdivision is not substantially altered.

The process varies according to the nature or the proposed amendment based on, but not limited to, the following: degree of change, design, size, impact to public facilities, services, roads, and overall impacts. The Director of Community and Economic Development has the discretionary authority to modify the application procedures upon the determination adequate public notice and input on the replat or vacation can be attained through a modified process and the modified process will not substantially impair the intent and purpose of these standards and regulations.

2-02-18-02 PLAT CORRECTION

2-02-18-02-01 PURPOSE

The purpose of this section is to detail the steps for making changes to recorded plats, due to errors and omissions, i.e. dimensions, road names and plat notes.

2-02-18-02-02 APPLICABILITY

An approved plat correction certificate shall be required to effect any change to a recorded subdivision plat.

2-02-18-02-03 WHO CAN INITIATE A PLAT CORRECTION

A plat correction may be proposed by, without limitation, the owner(s) of, or person having an interest in the subdivided property.

2-02-18-02-04

PLAT CORRECTION REVIEW PROCEDURES

A plat correction shall be approved by the Director of Community and Economic Development. Plat corrections shall be processed administratively (See Steps 1 through 10 below). Upon completion of a review of the submitted information, the Director of Community and Economic Development shall approve or deny the plat correction and shall forward a written administrative analysis concerning the decision and a copy of the plat correction certificate to the applicant and Office of the Adams County Clerk and Recorder. The Director of Community and Economic Development decision shall be based on the criteria for approval.

The processing of a plat correction shall be according to, in compliance with, and subject to the provisions contained in Steps 1 through 10 of the Common Development Review Procedures as follows:

1. Conceptual Review: Optional.
2. Neighborhood Meeting: Not applicable.
3. Development Application Submittal: All items or documents required for a plat correction as described in the application submittal requirements shall be submitted to the Director of Community and Economic Development.
4. Determination of Sufficiency: Applicable. No application shall be processed if any taxes due are not paid. No notice to adjacent property owners is required. However, when the plat correction involves a road name change, the applicant shall notify all affected property owners by certified mail, return receipt requested at least ten (10) days prior to application submittal. The return receipts shall be submitted to the Director of Community and Economic Development as part of the application submittals.
5. Staff Report: Applicable.
6. Notice: Not applicable.
7. Public Hearing: Not applicable.
8. Standards: Applicable. The Director of Community and Economic Development in approving a plat correction shall find the plat correction certificate meets the criteria for approval. Upon approval, the plat correction certificate shall be signed by the Director of Community and Economic Development and recorded in the Office of the Adams County Clerk and Recorder.
9. Conditions of Approval: Not applicable.
10. Amendments: Not applicable.

2-02-18-02-05 *CRITERIA FOR APPROVAL*

The Director of Community and Economic Development, in approving a plat correction, shall find:

1. The correction complies with these standards and regulations, and the original conditions of approval.
2. Nonconforming lots are not created, and in the case of nonconforming lots, the nonconformity is not increased.
3. The correction is in keeping with the purpose and intent of the subdivision regulations.
4. The approval will not adversely affect the public health, safety, and welfare.

2-02-18-02-06 *ACTION BY THE DIRECTOR OF COMMUNITY AND ECONOMIC DEVELOPMENT FOLLOWING APPROVAL*

Upon approval, the Director of Community and Economic shall sign the plat correction certificate and cause it to be recorded in the Office of the Adams County Clerk and Recorder.

2-02-18-02-07 *APPEAL*

A denial of a plat correction may be appealed to the Board of County Commissioners at a regular business meeting when a request for appeal is submitted, in writing, to the Director of Community and Economic Development within thirty (30) days of the denial.

2-02-18-03 *LOT LINE VACATION*

2-02-18-03-01 *PURPOSE*

The purpose of this section is to detail the steps for vacating a lot line, i.e. the combination of two (2) or more lots into one (1) lot.

2-02-18-03-02 *APPLICABILITY*

An approved vacation map, vacation approval certificate, and correction deed shall be required to vacate any lot line on a recorded subdivision plat.

2-02-18-03-03 *WHO CAN INITIATE A LOT LINE VACATION*

A lot line vacation may be proposed by, without limitation, the owner(s) of, or person having an interest in the affected property.

2-02-18-03-04

LOT LINE VACATION REVIEW PROCEDURES

A lot line vacation shall be approved by the Director of Community and Economic Development. Lot line vacations shall be processed administratively (See Steps 1 through 10 below). Upon completion of a review of the submitted information, the Director of Community and Economic Development shall approve or deny the lot line vacation and shall forward a written administrative analysis concerning the decision and a copy of the vacation map, vacation approval certificate, and correction deed, to the applicant and Office of the Adams County Clerk and Recorder. The Director of Community and Economic Development's decision shall be based on the criteria for approval.

The processing of a lot line vacation shall be according to, in compliance with, and subject to the provisions contained in Steps 1 through 10 of the Common Development Review Procedures as follows:

1. Conceptual Review: Optional.
2. Neighborhood Meeting: Not applicable.
3. Development Application Submittal: All items or documents required for a lot line vacation as described in the application submittal requirements shall be submitted to the Director of Community and Economic Development.
4. Determination of Sufficiency: Applicable. No application shall be processed if any taxes due are not paid. No notice to adjacent property owners is required.
5. Staff Report: Applicable. Referral agencies shall not be notified except all Special Districts and easement holders shall be notified to review the lot line vacation.
6. Notice: Not applicable.
7. Public Hearing: Not applicable.
8. Standards: Applicable. The Director of Community and Economic Development in approving a lot line vacation shall find the vacation map, vacation approval certificate, and correction deed meets the criteria for approval. Upon approval, the vacation approval certificate shall be signed by the Director of Community and Economic Development and the vacation map, vacation approval certificate, and correction deed shall be recorded in the Office of the Adams County Clerk and Recorder.
9. Conditions of Approval: Not applicable.
10. Amendments: Not applicable.

2-02-18-03-05 *CRITERIA FOR APPROVAL*

The Director of Community and Economic Development, in approving a lot line vacation, shall find:

1. The vacation complies with these standards and regulations and the original conditions of approval.
2. Nonconforming lots are not created, and in the case of nonconforming lots, the nonconformity is not increased.
3. The vacation is in keeping with the purpose and intent of the subdivision regulations.
4. The approval will not adversely affect the public health, safety, and welfare.

2-02-18-03-06 *ACTION BY THE DIRECTOR OF COMMUNITY AND ECONOMIC DEVELOPMENT FOLLOWING APPROVAL*

Upon approval, the Director of Community and Economic Development shall sign the vacation approval certificate and cause the vacation map, vacation approval certificate, and correction deed to be recorded in the Office of the Adams County Clerk and Recorder.

2-02-18-03-07 *APPEAL*

A denial of a lot line vacation may be appealed to the Board of County Commissioners at a regular business meeting when a request for appeal is submitted, in writing, to the Director of Community and Economic Development within thirty (30) days of the denial.

2-02-18-04 *LOT LINE/BUILDING ENVELOPE ADJUSTMENT*

2-02-18-04-01 *PURPOSE*

The purpose of this section is to detail the steps for a realignment of a lot line or building envelope, or replatting of several lots (e.g., three (3) lots into two (2)), in which the original subdivision is not substantially modified and additional lots are not created. However, tracts may be created provided the intended use of the tract(s) does not include a structure.

2-02-18-04-02 *APPLICABILITY*

An approved lot line/building envelope adjustment map, lot line/building envelope adjustment approval certificate, and correction deeds shall be

required to realign any lot lines or adjust a building envelope on a recorded subdivision plat.

2-02-18-04-03 *WHO CAN INITIATE A LOT LINE/BUILDING ENVELOPE ADJUSTMENT*

A lot line/building envelope adjustment may be proposed by, without limitation, the owner(s) of, or person having an interest in the affected property.

2-02-18-04-04 *LOT LINE/BUILDING ENVELOPE ADJUSTMENT REVIEW PROCEDURES*

A lot line/building envelope adjustment shall be approved by the Director of Community and Economic Development. Lot line/building envelope adjustments shall be processed administratively (See Steps 1 through 10 below). Upon completion of a review of the submitted information, the Director of Community and Economic Development shall approve or deny the lot line/building envelope adjustment and shall forward a written administrative analysis concerning the decision and a copy of the lot line/building envelope adjustment map, lot line/building envelope adjustment approval certificate, and correction deeds, to the applicant and the Office of the Adams County Clerk and Recorder. The Director of Community and Economic Development's decision shall be based on the criteria for approval.

The processing of a lot line/building envelope adjustment shall be according to, in compliance with, and subject to the provisions contained in Steps 1 through 10 of the Common Development Review Procedures as follows:

1. Conceptual Review: Optional.
2. Neighborhood Meeting: Not applicable.
3. Development Application Submittal: All items or documents required for a lot line/building envelope adjustment as described in the application submittal requirements shall be submitted to the Director of Community and Economic Development.
4. Determination of Sufficiency: Applicable. No application shall be processed if any taxes due are not paid. Notice to adjacent property owners is only required when a change in the building envelope is proposed.
5. Staff Report: Applicable. Referral agencies shall not be notified except all Special Districts and easement holders shall be notified to review the lot line vacation.
6. Notice: Not applicable.
7. Public Hearing: Not applicable.

8. Standards: Applicable. The Director of Community and Economic Development in approving a lot line/building envelope adjustment shall find the lot line/building envelope adjustment map, lot line/building envelope adjustment approval certificate, and correction deeds meet the criteria for approval. Upon approval, the lot line/building envelope adjustment approval certificate shall be signed by the Director of Community and Economic Development and the lot line/building envelope adjustment map, lot line/building envelope adjustment approval certificate, and correction deeds shall be recorded in the Office of the Adams County Clerk and Recorder.
9. Conditions of Approval: Not applicable.
10. Amendments: Not applicable.

2-02-18-04-05 *CRITERIA FOR APPROVAL*

The Director of Community and Economic Development, in approving a lot line/building envelope adjustment, shall find:

1. The lot line/building envelope adjustment complies with these standards and regulations, and the original conditions of approval.
2. Nonconforming lots are not created, and in the case of nonconforming lots, the nonconformity is not increased.
3. The lot line/building envelope adjustment is in keeping with the purpose and intent of the subdivision regulations.
4. The approval will not adversely affect the public health, safety, and welfare.

2-02-18-04-06 *ACTION BY THE DIRECTOR OF COMMUNITY AND ECONOMIC DEVELOPMENT FOLLOWING APPROVAL*

Upon approval, the Director of Community and Economic Development shall sign the lot line/building envelope adjustment approval certificate and cause the lot line/building envelope adjustment map, lot line/building envelope adjustment approval certificate, and correction deeds to be recorded in the Office of the Adams County Clerk and Recorder.

2-02-18-04-07 *APPEAL*

A denial of a lot line/building envelope adjustment may be appealed to the Board of County Commissioners at a regular business meeting when a request for appeal is submitted, in writing, to the Director of Community and Economic Development within thirty (30) days of the denial.

2-02-18-05 SUBDIVISION REPLAT

2-02-18-05-01 *PURPOSE*

The purpose of this section is to detail the steps for replatting a subdivision or several lots, in which the original subdivision is substantially modified and/or additional lots are created.

2-02-18-05-02 *APPLICABILITY*

An approved subdivision plat shall be required to substantially alter an existing recorded subdivision plat.

2-02-18-05-03 *WHO CAN INITIATE A SUBDIVISION REPLAT*

A subdivision replat may be proposed by, without limitation, the owner(s) of, or person having an interest in the affected properties.

2-02-18-05-04 *SUBDIVISION REPLAT REVIEW PROCEDURES*

A subdivision replat shall be approved by the Board of County Commissioners. The Director of Community and Economic Development shall determine whether the proposed subdivision replat is substantial or insubstantial based upon, but not limited to, the following factors: design, size, public concern, public facilities, services, access, and transportation network. If the Director determines the subdivision replat is insubstantial, the subdivision replat shall be processed as a minor subdivision. If the Director of Community and Economic Development determines the replat is substantial, the subdivision replat shall be processed as a major subdivision.

2-02-18-05-05 *CRITERIA FOR APPROVAL*

The Director of Community and Economic Development, in approving the sketch plan in the case where a replat is processed as a minor subdivision, the Planning Commission, in making their recommendation in the case where a replat is processed as a major subdivision, and the Board of County Commissioners, in approving a replat, shall find:

1. The subdivision replat complies with these standards and regulations, and the original conditions of approval.
2. Nonconforming lots are not created, and in the case of nonconforming lots, the nonconformity is not increased.
3. The subdivision replat is in keeping with the purpose and intent of the subdivision regulations.

4. The approval will not adversely affect the public health, safety, and welfare.

2-02-18-05-06 *ACTION BY THE DIRECTOR OF COMMUNITY AND ECONOMIC DEVELOPMENT FOLLOWING APPROVAL*

Upon final approval and fulfillment of all requirements of the Board of County Commissioners, the Director of Community and Economic Development shall cause to have filed in the Office of the Adams County Clerk and Recorder the replat of the subdivision, correction deeds and any subdivision improvements agreement.

2-02-18-06 *PLAT VACATION-NO PUBLIC INFRASTRUCTURE OR DEDICATION*

2-02-18-06-01 *PURPOSE*

The purpose of this section is to detail the steps for vacation of a subdivision plat that has no public infrastructure or dedication.

2-02-18-06-02 *APPLICABILITY*

An approved vacation certificate shall be required to vacate any recorded subdivision plat.

2-02-18-06-03 *WHO CAN INITIATE A PLAT VACATION*

A plat vacation may be proposed by, without limitation, the owner(s) of, or person having an interest in the affected property.

2-02-18-06-04 *PLAT VACATION REVIEW PROCEDURES*

A plat vacation shall be approved by the Director of Community and Economic Development. Plat vacations shall be processed administratively (See Steps 1 through 10 below). Upon completion of a review of the submitted information, the Director of Community and Economic Development shall approve or deny the plat vacation and shall forward a written administrative analysis concerning the decision and a copy of the plat vacation certificate, and correction deeds, to the applicant and the Office of the Adams County Clerk and Recorder. The Director of Community and Economic Development's decision shall be based on the criteria for approval.

The processing of a plat vacation shall be according to, in compliance with, and subject to the provisions contained in Steps 1 through 10 of the Common Development Review Procedures as follows:

1. Conceptual Review: Optional.
2. Neighborhood Meeting: Not applicable.
3. Development Application Submittal: All items or documents required for a plat vacation as described in the application submittal requirements shall be submitted to the Director of Community and Economic Development
4. Determination of Sufficiency: Applicable. No application shall be processed if any taxes due are not paid. No notification of adjacent property owners shall be required.
5. Staff Report: Applicable. No notification of referral agencies shall be required.
6. Notice: Not applicable.
7. Public Hearing: Not applicable.
8. Standards: Applicable. The Director of Community and Economic Development in approving a plat vacation shall find the plat vacation certificate, and correction deeds meet the criteria for approval. Upon approval, the plat vacation certificate shall be signed by the Director of Community and Economic Development and recorded in the Office of the Adams County Clerk and Recorder.
9. Conditions of Approval: Not applicable.
10. Amendments: Not applicable.

2-02-18-06-05

CRITERIA FOR APPROVAL

The Director of Community and Economic, in approving a plat vacation, shall find:

1. The plat vacation complies with these standards and regulations, and the original conditions of approval.
2. Nonconforming lots are not created, and in the case of nonconforming lots, the nonconformity is not increased.
3. The plat vacation is in keeping with the purpose and intent of the subdivision regulations.
4. The approval will not adversely affect the public health, safety, and welfare.

2-02-18-06-06 *ACTION BY THE DIRECTOR OF COMMUNITY AND ECONOMIC DEVELOPMENT FOLLOWING APPROVAL*

Upon approval, the Director of Community and Economic Development shall sign the plat vacation certificate, and record the plat vacation certificate and correction deeds with the Office of the Adams County Clerk and Recorder.

2-02-18-06-07 *APPEAL*

A denial of a plat vacation may be appealed to the Board of County Commissioners at a regular business meeting when a request for appeal is submitted, in writing, to the Director of Community and Economic Development within thirty (30) days of the denial.

2-02-18-07 *PLAT VACATION- PUBLIC INFRASTRUCTURE OR DEDICATION*

2-02-18-07-01 *PURPOSE*

The purpose of this section is to detail the steps for vacation of a subdivision plat that has associated public infrastructure or dedication.

2-02-18-07-02 *APPLICABILITY*

An approved vacation resolution and vacation map shall be required to vacate any recorded subdivision plat that has associated public infrastructure or dedication.

2-02-18-07-03 *WHO CAN INITIATE A PLAT VACATION*

A plat vacation may be proposed by, without limitation, the owner(s) of, or person having an interest in the affected property.

2-02-18-07-04 *PLAT VACATION REVIEW PROCEDURES*

A plat vacation shall be approved by the Board of County Commissioners. Plat vacations shall be processed through a public hearing before the Board of County Commissioners (See Steps 1 through 10 below). The Board of County Commissioners shall then approve or deny the plat vacation based on consideration of the staff report, the evidence from the public hearing, and the plat vacation's compliance with the criteria for approval.

The processing of a plat vacation shall be according to, in compliance with, and subject to the provisions contained in Steps 1 through 10 of the Common Development Review Procedures as follows:

1. Conceptual Review: Applicable.

2. Neighborhood Meeting: Not applicable.
3. Development Application Submittal: All items or documents required for a plat vacation as described in the application submittal requirements shall be submitted to the Director of Community and Economic Development.
4. Determination of Sufficiency: Applicable. No application shall be processed if any taxes due are not paid.
5. Staff Report: Applicable.
6. Notice: Applicable.
7. Public Hearing: Applicable. A hearing shall be held before the Board of County Commissioners only.
8. Standards: Applicable.
9. Conditions of Approval: Applicable.
10. Amendments: Not applicable.

2-02-18-07-05

CRITERIA FOR APPROVAL

The Board of County Commissioners, in approving a plat vacation, shall find:

1. The plat vacation complies with these standards and regulations and the original conditions of approval.
2. Nonconforming lots are not created, and in the case of nonconforming lots, the nonconformity is not increased.
3. The plat vacation is in keeping with the purpose and intent of the subdivision regulations.
4. The approval will not adversely affect the public health, safety, and welfare.

2-02-18-07-06

ACTION BY THE DIRECTOR OF COMMUNITY AND ECONOMIC DEVELOPMENT FOLLOWING APPROVAL

Upon approval and fulfillment of all requirements of the Board of County Commissioners, the Director of Community and Economic development shall cause the vacation resolution, vacation map, and correction deeds to be recorded in the Office of the Adams County Clerk and Recorder.

2-02-18-08 ROADWAY VACATION

2-02-18-08-01 *PURPOSE*

The purpose of this section is to detail the steps for vacation of roadways, which include any public street, alley, lane, parkway, avenue, road, trail, or other public way designated or dedicated on a plat, conveyed by deed or recorded easement, or acquired by prescriptive use, whether or not it has ever been used as such. A street or road, established as part of a subdivision, but never constructed or used as such, may be vacated and replatted through the replat process.

2-02-18-08-02 *APPLICABILITY*

Any roadway dedicated to the County or public, may only be vacated through the following procedures, which have been adopted in accordance with C.R.S. §§43-2-101, *et seq.*

2-02-18-08-03 *WHO CAN INITIATE A ROADWAY VACATION*

A roadway vacation may be proposed by, without limitation, the owner(s) of, or person having an interest in the affected property or the Board of County Commissioners.

2-02-18-08-04 *ROADWAY VACATION REVIEW PROCEDURES*

A roadway vacation shall be approved by the Board of County Commissioners. Roadway vacations shall be processed through a public hearing before the Board of County Commissioners (See Steps 1 through 10 below). The Board of County Commissioners shall then approve or deny the roadway vacation based on consideration of the staff report, the evidence from the public hearing, and the roadway vacation's compliance with the criteria for approval.

The processing of a roadway vacation shall be according to, in compliance with, and subject to the provisions contained in Steps 1 through 10 of the Common Development Review Procedures as follows:

1. Conceptual Review: Applicable.
2. Neighborhood Meeting: Optional, unless the Director of Community and Economic Development determines the development proposal could have significant neighborhood impacts.
3. Development Application Submittal: All items or documents required for a roadway vacation as described in the application submittal

requirements shall be submitted to the Director of Community and Economic Development.

4. Determination of Sufficiency: Applicable. No application shall be processed if any taxes due are not paid.
5. Staff Report: Applicable.
6. Notice: Applicable. At least fourteen (14) days prior to the Board of County Commissioners hearing, a notice shall be mailed by first-class mail to the last known address of each abutting property owner.
7. Public Hearing: Applicable. A hearing shall be held before the Board of County Commissioners only.
8. Standards: Applicable.
9. Conditions of Approval: Applicable.
10. Amendments: Not applicable.

2-02-18-08-05

CRITERIA FOR APPROVAL

The Board of County Commissioners, in approving a roadway vacation, shall find:

1. The roadway vacation complies with these standards and regulations and the original conditions of approval.
2. Nonconforming lots are not created, and in the case of nonconforming lots, the nonconformity is not increased.
3. The roadway vacation is in keeping with the purpose and intent of the subdivision regulations.
4. The approval will not adversely affect the public health, safety, and welfare.
5. The vacation does not leave any land adjoining the roadway without an established public road or private access easement connecting said land with another established public road.
6. If the roadway is a state or federal highway, the vacation has been approved by the state transportation commission.

2-02-18-08-06

ACTION BY THE DIRECTOR OF COMMUNITY AND ECONOMIC DEVELOPMENT FOLLOWING APPROVAL

Upon approval and fulfillment of all requirements of the Board of County Commissioners, the Director of Community and Economic Development shall cause the vacation resolution, vacation/replat map, and correction deeds to be recorded in the Office of the Adams County Clerk and Recorder.

2-02-19 SUBDIVISION, MAJOR

2-02-19-01 PURPOSE

The purpose of this section is to detail the steps for obtaining approval to develop a major subdivision. All major subdivisions are required to obtain two (2) approvals prior to development of a site.

The first approval required is an approval of the preliminary plat. The preliminary plat provides an in-depth analysis of the proposed subdivision, including a refinement of the design considering the geologic hazards, environmentally sensitive areas, source of required services, vehicular/pedestrian circulation, and the relationship to surrounding land uses.

The second approval required is an approval of the final plat. The final plat provides a review of all final engineering plans, subdivision improvements agreements, and other legal requirements.

For more complicated subdivision proposals, the sketch plan approval may be obtained prior to submission of an application for preliminary plat. The sketch plan is a conceptual plan analysis of the feasibility of the subdivision including conceptual design, ability to obtain water/sanitation, location of geologic hazards, identification of environmentally sensitive areas, sources of required services, vehicular and pedestrian circulation, relationship to surrounding land uses, and conformance with zoning, design standards, and the Adams County Comprehensive Plan.

Each process involves the submittal of an application, an application fee, required plans and reports, referrals of the proposal to other agencies, staff analysis and meetings with staff or public hearings/meetings. Each successive application builds on the previously approved application by providing additional details and by meeting additional restrictions and standards. This progression relieves the applicant from major and potentially unnecessary expenses in situations that may require a redesign and therefore, a revision of expensive engineering or planning reports. Approval at any step in the process does not ensure approval at the next step.

The sketch plan shall be reviewed by the Director of Community and Economic Development and Director of Public Works with written staff analysis provided, prior to submittal of the preliminary plat. The preliminary plat shall be reviewed by the Planning Commission and the Board of County Commissioners at a public hearing. The final plat shall be reviewed by the Board of County Commissioners at a public meeting. The final plat may not be submitted prior to the preliminary plat approval.

2-02-19-02 SKETCH PLAN

2-02-19-02-01 *PURPOSE*

The purpose of this section is to detail the steps for examining the feasibility of a subdivision of land including the review of conceptual design, ability to obtain water and sanitation, location of geologic hazards, identification of environmentally sensitive areas, sources of required services, vehicular and pedestrian circulation, relationship to surrounding land uses, and conformance with zoning, design standards, and the Adams County Comprehensive Plan. Approval of a sketch plan does not establish a vested right to develop property in accordance with the plan.

2-02-19-02-02 *APPLICABILITY*

A sketch plan approval is optional for all major subdivisions.

2-02-19-02-03 *WHO CAN INITIATE A SKETCH PLAN*

A sketch plan may be proposed by, without limitation, the owner(s) of, or person having an interest in the property to be subdivided.

The applicant has the burden of proof to demonstrate the sketch plan fully complies with these standards and regulations and meets the criteria for approval.

2-02-19-02-04 *SKETCH PLAN REVIEW PROCEDURES*

A sketch plan shall be approved by the Director of Community and Economic Development. Sketch plans shall be processed administratively (See Steps 1 through 10 below). Upon completion of a review of the submitted information, the Director of Community and Economic Development shall approve, approve with conditions, or deny the sketch plan and shall forward a written administrative analysis concerning the decision and application to the applicant. The Director of Community and Economic Development's decision shall be based on the criteria for approval.

The processing of a sketch plan shall be according to, in compliance with, and subject to the provisions contained in Steps 1 through 10 of the Common Development Review Procedures as follows:

1. Conceptual Review: Applicable.
2. Neighborhood Meeting: Applicable, unless the Director of Community and Economic Development determines the development proposal may not have significant neighborhood impacts.

3. Development Application Submittal: All items or documents required for a sketch plan as described in the development application submittal requirements shall be submitted to the Director of Community and Economic Development.
4. Determination of Sufficiency: Applicable. No application shall be processed if any taxes due are not paid.
5. Staff Report: Applicable.
6. Notice: Not applicable.
7. Public Hearing: Not applicable.
8. Standards: Applicable.
9. Conditions of Approval: Applicable. The Director of Community and Economic Development in approving a sketch plan may attach conditions necessary to implement the Adams County Comprehensive Plan and ensure compatibility with adjacent uses.
10. Amendments: Not applicable.

2-02-19-02-05

CRITERIA FOR APPROVAL

The Director of Community and Economic Development, in approving a sketch plan, shall find:

1. The sketch plan is consistent with the Adams County Comprehensive Plan and any applicable area plan.
2. The sketch plan is consistent with the purpose of these standards and regulations.
3. The sketch plan is in conformance with the subdivision design standards.
4. The applicant has provided reasonable 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.
5. The applicant has provided reasonable 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.
6. The applicant has provided reasonable 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.

7. The applicant has provided reasonable evidence showing adequate drainage improvements can be provided.
8. Significant cultural, archaeological, natural/historical resources and unique landforms will be reasonably protected in accordance with resources inventory provisions of these standards and regulations.
9. Necessary services, including fire/police protection, schools, recreation, utilities, open space and transportation system, appear to be available to serve the proposed subdivision.
10. The sketch plan appears to be 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.

2-02-19-02-06 *ACTION BY THE DIRECTOR OF COMMUNITY AND ECONOMIC DEVELOPMENT FOLLOWING APPROVAL*

Upon approval, the Director of Community and Economic Development shall file a copy of the approved sketch plan in the offices of the Department of Community and Economic Development.

2-02-19-02-07 *LAPSE OF APPROVAL*

The sketch plan approval shall lapse one (1) year from the date of approval if a preliminary plat is not submitted.

2-02-19-02-08 *EXTENSION OF APPROVAL*

A sketch plan approval may not be extended.

2-02-19-03 *PRELIMINARY PLAT*

2-02-19-03-01 *PURPOSE*

The purpose of this section is to detail the steps for an in-depth analysis of the proposed subdivision including a refinement of the design considering the geologic hazards, environmentally sensitive areas, source of required services, vehicular/pedestrian circulation, and the relationship to surrounding land uses. Approval of a preliminary plat establishes a vested right to develop property in accordance with the plat.

2-02-19-03-02 *APPLICABILITY*

A preliminary plat shall be required for any property intended for subdivision. A preliminary plat shall be approved prior to filing an application for final plat.

2-02-19-03-03 *WHO CAN INITIATE A PRELIMINARY PLAT*

A preliminary plat may be proposed by, without limitation, the owner(s) of, or person having an interest in the property to be subdivided.

The applicant has the burden of proof to demonstrate the preliminary plat fully complies with these standards and regulations and meets the criteria for approval.

2-02-19-03-04 *PRELIMINARY PLAT REVIEW PROCEDURES*

A preliminary plat shall be approved by the Board of County Commissioners. Any preliminary plat shall be processed through a public hearing before the Planning Commission, which shall provide a recommendation to the Board of County Commissioners (See Steps 1 through 10 below). Upon completion of a hearing by the Planning Commission, the preliminary plat and recommendation of the Planning Commission shall be forwarded to the Board of County Commissioners. The Board of County Commissioners shall, after receiving a recommendation from the Planning Commission, hold a public hearing. The Board of County Commissioners shall then approve, approve with conditions, or deny the preliminary plat based on consideration of the staff report, the Planning Commission's recommendation and findings, the evidence from the public hearings, and the preliminary plat's compliance with the criteria for approval.

The processing of a preliminary plat shall be according to, in compliance with, and subject to the provisions contained in Steps 1 through 10 of the Common Development Review Procedures as follows:

1. Conceptual Review: Applicable.
2. Neighborhood Meeting: Applicable, unless the Director of Community and Economic Development determines the development proposal may not have significant neighborhood impacts.
3. Development Application Submittal: All items or documents required for a preliminary plat as described in the development application submittal requirements shall be submitted to the Director of Community and Economic Development at least fifty (50) days prior to the first unfilled Planning Commission public hearing agenda.
4. Determination of Sufficiency: Applicable. No application shall be processed if any taxes due are not paid.

5. Staff Report: Applicable.
6. Notice: Applicable.
7. Public Hearing: Applicable. A public hearing shall be held before the Planning Commission and Board of County Commissioners.
8. Standards: Applicable.
9. Conditions of Approval: Applicable. The Board of County Commissioners in approving a preliminary plat may attach conditions necessary to implement the Adams County Comprehensive Plan and ensure compatibility with adjacent uses.
10. Amendments: Applicable.

2-02-19-03-05

CRITERIA FOR APPROVAL

The Planning Commission, in making their recommendation, and the Board of County Commissioners, in approving a preliminary plat, shall find:

1. The preliminary plat is consistent with the Adams County Comprehensive Plan and any available area plan.
2. The preliminary plat is consistent with the purposes of these standards and regulations.
3. The preliminary plat is in conformance with the subdivision design standards and any approved sketch plan.
4. 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.
5. 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 such system complies with state and local laws and regulations.
6. 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.
7. The applicant has provided evidence that adequate drainage improvements comply with these standards and regulations.
8. The overall density of development within the proposed subdivision conforms to the zone district density allowances.

9. The proposed subdivision 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. The proposed subdivision has established an adequate level of compatibility by:
 - a. Incorporating natural physical features into the development design and providing sufficient open spaces considering the type and intensity of use;
 - b. Incorporating site planning techniques to foster the implementation of the County's plans, and encourage a land use pattern to support a balanced transportation system, including auto, bike and pedestrian traffic, public or mass transit, and the cost effective delivery of other services consistent with adopted plans, policies and regulations of the County;
 - c. Incorporating physical design features in the subdivision to provide a transition between the project and adjacent land uses through the provision of an attractive entryway, edges along public streets, architectural design, and appropriate height and bulk restrictions on structures;
 - d. Incorporating identified environmentally sensitive areas, including but not limited to, wetlands and wildlife corridors, into the project design; and
 - e. Incorporating public facilities or infrastructure, or cash-in-lieu, reasonably related to the proposed subdivision so the proposed subdivision will not negatively impact the levels of service of the County services and facilities.

2-02-19-03-06 *ACTION BY THE DIRECTOR OF COMMUNITY AND ECONOMIC DEVELOPMENT*****

Upon final approval and fulfillment of all requirements of the Board of County Commissioners, the Director of Community and Economic Development shall file a copy of the approved preliminary plat in the Community and Economic Development Department.

2-02-19-03-07 *LAPSE OF APPROVAL*****

The preliminary plat approval shall lapse two (2) years from the date of approval if a final plat is not submitted.

2-02-19-03-08 *EXTENSION OF APPROVAL*

A ninety (90)-day extension of the preliminary plat approval may be granted by the Planning Commission. In order to be eligible for an extension, the applicant shall file an application for extension with the Director of Community and Economic Development at least thirty (30) days prior to the date the preliminary plat would lapse. A progress report and revised schedule shall be submitted with the request for extension. An extension may only be granted if the Planning Commission finds:

1. The applicant has maintained a continuous good faith effort in preparing a final development plan including, but not limited to, preparing financing, securing state or federal permits, undertaking engineering and design, etc.; and
2. Conditions near the site, these standards and regulations, and the Adams County Comprehensive Plan have not changed in a way to render the original findings erroneous.

A preliminary plat shall be limited to one ninety (90)-day extension.

2-02-19-04 *FINAL PLAT*

2-02-19-04-01 *PURPOSE*

The purpose of this section is to detail the steps and requirements for a review of all final engineering plans, subdivision improvements agreements, and other legal requirements for platting a major subdivision. Approval of a final plat establishes a vested right to develop property in accordance with the plan.

2-02-19-04-02 *APPLICABILITY*

A final plat shall be required for any property intended to be subdivided.

2-02-19-04-03 *WHO CAN INITIATE A FINAL PLAT*

A final plat may be proposed by, without limitation, the owner(s) of, or person having an interest in the property to be subdivided. A final plat may only be submitted if a preliminary plat for the subject property has been approved. The final plat shall conform to the preliminary plat.

The applicant has the burden of proof to demonstrate the final plat fully complies with these standards and regulations and meets the criteria for approval.

2-02-19-04-04 *FINAL PLAT REVIEW PROCEDURES*

A final plat shall be approved by the Board of County Commissioners by resolution. Any final plat shall be processed through a public meeting before the Board of County Commissioners (See Steps 1 through 10 below). The Board of County Commissioners shall then approve or deny the final plat based on its consideration of the staff report, the evidence from the public meeting, and the final plat's compliance with the criteria for approval.

The processing of a final plat shall be according to, in compliance with, and subject to the provisions contained in Steps 1 through 10 of the Common Development Review Procedures as follows:

1. Conceptual Review: Not applicable.
2. Neighborhood Meeting: Not applicable.
3. Development Application Submittal: All items or documents required for a final plat as described in the development application submittal requirements shall be submitted to the Director of Community and Economic Development at least thirty (30) days prior to the first unfilled Board of County Commissioners public meeting agenda.
4. Determination of Sufficiency: Applicable. No application shall be processed if any taxes due are not paid.
5. Staff Report: Applicable.
6. Notice: Not applicable.
7. Public Hearing: Applicable. A public hearing shall be held before the Board of County Commissioners. This item would be listed on the consent calendar. However, the Board of County Commissioners may take testimony from the public at the public hearing.
8. Standards: Applicable.
9. Conditions of Approval: Applicable.
10. Amendments: Applicable.

2-02-19-04-05 *CRITERIA FOR APPROVAL*

The Board of County Commissioners, in approving a final plat, shall find:

1. The final plat is consistent and conforms to the approved preliminary plat.
2. The final plat is in conformance with the subdivision design standards.
3. 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.

4. 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.
5. 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.
6. The proposed or constructed drainage improvements are adequate and comply with these standards and regulations.
7. 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.

2-02-19-04-06 *ACTION BY THE DIRECTOR OF COMMUNITY AND ECONOMIC DEVELOPMENT*

Upon final approval and fulfillment of all requirements of the Board of County Commissioners, the Director of Community and Economic Development shall cause to have filed in the Office of the Adams County Clerk and Recorder the final plat and subdivision improvements agreement.

2-02-20 SUBDIVISION, MINOR

2-02-20-01 PURPOSE

The purpose of this section is to detail the steps for obtaining approval to develop a minor subdivision. A minor subdivision shall only be used to divide parcels of less than twenty (20) acres into four (4) or fewer lots. All minor subdivisions are required to obtain two (2) approvals prior to development of a site.

The first required approval is an approval of the sketch plan. The sketch plan is a conceptual plan analysis of the feasibility of the subdivision including conceptual design, ability to obtain water/sanitation, location of geologic hazards, identification of environmentally sensitive areas, sources of required services, vehicular and pedestrian circulation, relationship to surrounding land uses, and

conformance with zoning, design standards, and the Adams County Comprehensive Plan.

The second required approval is an approval of the final plat. The final plat provides a review of all final engineering plans, subdivision improvements agreements, and other legal requirements.

An Applicant may also choose to process a minor subdivision in the same manner as a major subdivision and the process shall follow Section 2-02-16-03. Each process involves the submittal of an application, an application fee, required plans and reports, referrals of the proposal to other agencies, staff analysis and meetings with staff or public hearings/meetings. The final plat application builds on the previously approved application by providing additional details and by meeting additional restrictions and standards. This progression relieves the applicant from major and potentially unnecessary expenses in situations which may require a redesign, and, therefore, a revision of expensive engineering or planning reports. Approval at any step in the process does not ensure approval at the next step.

The sketch plan shall be reviewed by the Director of Community and Economic Development with written staff analysis provided, prior to submittal of the final plat. The final plat shall be reviewed by the Planning Commission and Board of County Commissioners at a public hearing. The final plat may not be submitted prior to obtaining a sketch plan approval.

If significant issues are identified or disclosed during the sketch plan process, including, but not limited to, public opposition, the applicant may choose to have the minor subdivision processed as a major subdivision. Where issues appear to be significant or public opposition to a subdivision is substantial, the applicant is advised that by filing a preliminary plat, the applicant may avoid the unnecessary expense in completing final engineering where final plat approval is less certain. If the applicant chooses to have the proposed minor subdivision processed as a major subdivision, the applicant shall submit a preliminary plat in conformance with the requirements of the major subdivision process.

2-02-20-02 SKETCH PLAN

2-02-20-02-01 PURPOSE

The purpose of this section is to detail the steps for examining the feasibility of a subdivision of land including the review of conceptual design, ability to obtain water and sanitation, location of geologic hazards, identification of environmentally sensitive areas, sources of required services, vehicular and pedestrian circulation, relationship to surrounding land uses, and conformance with zoning, design standards, and the Adams County Comprehensive Plan. Approval of a sketch plan does not establish any vested right to develop property in accordance with the plan.

2-02-20-02-02 *APPLICABILITY*

A sketch plan approval shall be required for all minor subdivisions prior to submission of an application for final plat.

2-02-20-02-03 *WHO CAN INITIATE A SKETCH PLAN*

A sketch plan may be proposed by, without limitation, the owner(s) of, or person having an interest in the property to be subdivided.

The applicant has the burden of proof to demonstrate the sketch plan fully complies with these standards and regulations and meets the criteria for approval.

2-02-20-02-04 *SKETCH PLAN REVIEW PROCEDURES*

A sketch plan shall be approved by the Director of Community and Economic Development. Sketch plans shall be processed administratively (See Steps 1 through 10 below). Upon completion of a review of the submitted information, the Director of Community and Economic Development shall approve, approve with conditions, or deny the sketch plan and shall forward a written administrative analysis concerning the decision and application to the applicant. The Director of Community and Economic Development's decision shall be based on the criteria for approval.

The processing of a sketch plan shall be according to, in compliance with, and subject to the provisions contained in Steps 1 through 10 of the Common Development Review Procedures as follows:

1. Conceptual Review: Applicable.
2. Neighborhood Meeting: Optional, unless the Director of Community and Economic Development determines the development proposal could have significant neighborhood impacts.
3. Development Application Submittal: All items or documents required for a sketch plan as described in the development application submittal requirements shall be submitted to the Director of Community and Economic Development.
4. Determination of Sufficiency: Applicable. No application shall be processed if any taxes due are not paid.
5. Staff Report: Applicable.
6. Notice: Not applicable.
7. Public Hearing: Not applicable.
8. Standards: Applicable.

9. Conditions of Approval: Applicable. The Director of Community and Economic Development in approving a sketch plan may attach conditions necessary to implement the Adams County Comprehensive Plan and ensure compatibility with adjacent uses.
10. Amendments: Not applicable.

2-02-20-02-05 *CRITERIA FOR APPROVAL*

The Director of Community and Economic Development, in approving a sketch plan, shall find:

1. The sketch plan appears to be consistent with the Adams County Comprehensive Plan and any applicable area plan.
2. The sketch plan appears to be consistent with the purpose of these standards and regulations.
3. The sketch plan appears to be in conformance with the subdivision design standards.
4. The applicant has provided reasonable 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.
5. The applicant has provided reasonable 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.
6. The applicant has provided reasonable 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.
7. The applicant has provided reasonable evidence adequate drainage improvements can be provided.
8. Significant cultural, archaeological, natural/historical resources and unique landforms will be reasonably protected in accordance with resource inventory provisions of these standards and regulations.
9. Necessary services, including fire/police protection, schools, recreation, utilities, open space and transportation system, appear to be available to serve the proposed subdivision.
10. The sketch plan appears to be 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.

2-02-20-02-06 *ACTION BY THE DIRECTOR OF COMMUNITY AND ECONOMIC DEVELOPMENT FOLLOWING APPROVAL*

Upon approval, the Director of Community and Economic Development shall file a copy of the approved sketch plan in the Community and Economic Development Office.

2-02-20-02-07 *LAPSE OF APPROVAL*

The sketch plan approval shall lapse one (1) year from the date of approval if a preliminary plat is not submitted.

2-02-20-02-08 *EXTENSION OF APPROVAL*

A sketch plan approval may not be extended.

2-02-20-03 *FINAL PLAT*

2-02-20-03-01 *PURPOSE*

The purpose of this section is to detail the steps and requirements for a review of all final engineering plans, subdivision improvements agreements, and other legal requirements for platting a minor subdivision. Approval of a final plat establishes a vested right to develop property in accordance with the plan.

2-02-20-03-02 *APPLICABILITY*

A final plat shall be required for any property intended for subdivision.

2-02-20-03-03 *WHO CAN INITIATE A FINAL PLAT*

A final plat may be proposed by, without limitation, the owner(s) of, or person having an interest in the property to be subdivided. A final plat may only be submitted if a sketch plan for the subject property has been approved. The final plat shall conform to the sketch plan.

The applicant has the burden of proof to demonstrate the final plat fully complies with these standards and regulations and meets the criteria for approval.

2-02-20-03-04 *FINAL PLAT REVIEW PROCEDURES*

A final plat shall be approved by the Board of County Commissioners by resolution. Any final plat shall be processed through a public hearing before the Planning Commission, which shall provide a recommendation to the Board of County Commissioners (See Steps 1 through 10 below). Upon completion of a hearing by the Planning Commission, the final plat and recommendation of the Planning Commission shall be forwarded to the Board of County Commissioners. The Board of County Commissioners shall, after receiving a recommendation from the Planning Commission, hold a public hearing. The Board of County Commissioners shall then approve, approve with conditions, or deny the final plat based on consideration of the staff report, the Planning Commission's recommendation and findings, the evidence from the public hearings, and the final plat's compliance with the criteria for approval.

The processing of a final plat shall be according to, in compliance with, and subject to the provisions contained in Steps 1 through 10 of the Common Development Review Procedures as follows:

1. Conceptual Review: Not applicable.
2. Neighborhood Meeting: Not applicable.
3. Development Application Submittal: All items or documents required for a final plat as described in the development application submittal requirements shall be submitted to the Director of Community and Economic Development at least fifty (50) days prior to the first unfilled Planning Commission public meeting agenda.
4. Determination of Sufficiency: Applicable. No application shall be processed if any taxes due are not paid.
5. Staff Report: Applicable.
6. Notice: Applicable.
7. Public Hearing: Applicable. A public hearing shall be held before the Planning Commission and Board of County Commissioners.
8. Standards: Applicable.
9. Conditions of Approval: Not applicable.
10. Amendments: Applicable.

2-02-20-03-05 *CRITERIA FOR APPROVAL*

The Planning Commission, in making their recommendation, and the Board of County Commissioners, in approving a final plat, shall find:

1. The final plat is consistent and conforms to the approved sketch plan.

2. The final plat is in conformance with the subdivision design standards.
3. 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.
4. The applicant has provided evidence that provision has been made for a public sewage disposal system and, if other methods of sewage disposal are proposed, adequate evidence indicating that the system complies with state and local laws and regulations.
5. 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.
6. The proposed or constructed drainage improvements are adequate and comply with these standards and regulations.
7. 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.
8. The final plat is consistent with the Adams County Comprehensive Plan and any available area plan.
9. The final plat is consistent with the purposes of these standards and regulations.
10. The overall density of development within the proposed subdivision conforms to the zone district density allowances.
11. The proposed subdivision 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. The proposed subdivision has established an adequate level of compatibility by:
 - a. Incorporating natural physical features into the development design and providing sufficient open spaces considering the type and intensity of use;
 - b. Incorporating site planning techniques to foster the implementation of the County's plans and encourage a land use pattern to support a balanced transportation system, including auto, bike and pedestrian traffic, public or mass transit, and the cost effective delivery of

other services consistent with adopted plans, policies and regulations of the County;

- c. Incorporating physical design features in the subdivision to provide a transition between the project and adjacent land uses through the provision of an attractive entryway, edges along public streets, architectural design, and appropriate height and bulk restrictions on structures; and
- d. Incorporating identified environmentally sensitive areas, including but not limited to, wetlands and wildlife corridors, into the project design.

2-02-20-03-06 *ACTION BY THE DIRECTOR OF COMMUNITY AND ECONOMIC DEVELOPMENT FOLLOWING APPROVAL*

Upon final approval and fulfillment of all requirements of the Board of County Commissioners, the Director of Community and Economic Development shall cause to have filed in the Office of the Adams County Clerk and Recorder the final plat and subdivision improvements agreement.

2-02-21 **APPEAL FROM ADMINISTRATIVE DECISION**

2-02-21-01 **PURPOSE**

The purpose of this section is to detail the steps and requirements for appeals from decisions of administrative officials to ensure these standards and regulations are administered properly and consistently with the policies adopted by the County.

2-02-21-02 **APPLICABILITY**

All appeals from an administrative decision must be processed in accordance with this section. The Board of Adjustment shall have the authority to hear and decide appeals by any aggrieved person, where it is alleged there is an error in any order, requirement, decision, or determination made by an administrative official in the enforcement of these standards and regulations. Only those provisions relating to the administration of these standards and regulations, the interpretation of performance and design standards, or zone district regulations and standards may be appealed to the Board of Adjustment. An alleged error in the interpretation and administration of any subdivision standards or regulations, or the administration and interpretation of any engineering design and construction standards may not be appealed to the Board of Adjustment, but must be appealed to the Board of County Commissioners.

2-02-21-03 WHO CAN INITIATE AN APPEAL

An appeal may be initiated by, without limitation, any person aggrieved by any decision of any administrative official of the County in the enforcement of these standards and regulations.

2-02-21-04 TIME LIMITATIONS

All appeals must be initiated within ten (10) calendar days of the date the order, requirement, decision, or determination was made or rendered by the administrative official. The Director Community and Economic Development may waive or extend this deadline only upon finding the person filing the appeal received no actual or constructive form of notice of the order, requirement, decision, or determination being appealed. Failure to file the appeal in a timely manner shall constitute a waiver of any rights to appeal under this section.

2-02-21-05 APPEAL REVIEW PROCEDURES

An appeal shall be decided by the Board of Adjustment. Any appeal shall be processed through an administrative hearing before the Board of Adjustment (See Steps 1 through 10 below). The Board of Adjustment shall grant the appeal, modify the administrative decision, or deny the appeal based on consideration of the staff report, the evidence from the public hearing, and compliance with the criteria for approval.

2-02-21-06 APPEAL REVIEW STEPS

The processing of an appeal shall be according to, in compliance with, and subject to the provisions contained in Steps 1 through 10 of the Common Development Review Procedures as follows:

1. Conceptual Review: Not applicable.
2. Neighborhood Meeting: Not applicable.
3. Development Application Submittal: All items or documents required for an appeal as described in the development application submittal requirements shall be submitted to the Director of Community and Economic Development at least thirty (30) days prior to the first unfilled Board of Adjustment public hearing agenda.
4. Determination of Sufficiency: Applicable. Upon a determination of sufficiency, the appeal shall stay any proceedings in furtherance of the contested action. The Director of Community and Economic Development may certify in writing to the Board of County Commissioners that a stay poses an imminent peril to life or property or would seriously interfere with the enforcement of these standards and regulations. The Board of

County Commissioners shall review the certification and may override the stay of further proceedings.

5. Staff Report: Applicable. The administrative official whose action is being appealed shall transmit to the Director of Community and Economic Development all administrative papers, records, and other information regarding the subject being appealed within seven (7) days of being given notice of the appeal by the Director of Community and Economic Development. The Director of Community and Economic Development shall give notice in writing to the administrative official whose decision is being appealed. Copies of all written materials transmitted to the Director of Community and Economic Development shall be incorporated into the staff report.
6. Notice: Not applicable.
7. Public Hearing: Not applicable. An administrative hearing shall be held before the Board of Adjustment.
8. Standards: Applicable.
9. Conditions of Approval: Not applicable.
10. Amendments: Not applicable.

2-02-21-07 CRITERIA FOR APPROVAL

The Board of Adjustment, in granting an appeal or modifying an administrative decision, shall have all the powers of the administrative official from whom the appeal is taken and shall, in making its decision, find an error in the application of these standards and regulations on the part of the administrative official rendering the order, requirement, decision, or determination. The motion regarding the appeal shall state the reasons the Board of Adjustment used and the findings of fact the Board made in reaching its decision.

2-02-21-08 ACTION BY THE DIRECTOR OF COMMUNITY AND ECONOMIC DEVELOPMENT FOLLOWING THE GRANT OF AN APPEAL

Upon the granting of an appeal or modification of an administrative decision by the Board of Adjustment, the Director of Community and Economic Development shall send a letter of decision to the administrative officer whose decision was overturned or modified and the appellant. The letter of decision shall describe in detail the grant of appeal approved by the Board of Adjustment.

2-02-21-09 EFFECT OF APPROVAL

The applicant shall be subject to all permits required by these standards and regulations. All orders, decisions, determinations, and interpretations made under those permit procedures shall be consistent with the reversal or modification granted to the appellant.

2-02-22 FLOODPLAIN USE PERMIT VARIANCE

2-02-22-01 PURPOSE

The purpose of this section is to detail the processing steps and requirements for a variance from the provisions of the Floodplain Overlay Zone District requirements. The variance is a means whereby the literal terms of the Floodplain Overlay Zone District standards and regulations need not be applied if there are practical difficulties or unnecessary hardships associated with their application. In granting a variance, the spirit of the Floodplain Overlay Zone District standards and regulations shall be observed, public safety and welfare secured, and substantial justice done.

2-02-22-02 APPLICABILITY

All Floodplain Overlay Zone District variance requests must be processed in accordance with this section. Only the Board of Adjustment may approve a variance from the Floodplain Overlay Zone District standards and regulations. Variances to the Floodplain Overlay Zone District requirements shall be limited as follows:

1. Variances may be issued for the reconstruction, rehabilitation, or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places;
2. Variances shall not be issued within any designated floodway if any increase in flood levels would occur during the base flood discharge or if increases within the channel exceed those standards specified in the storm drainage design and technical criteria of these standards and regulations;* and
3. Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base level.

2-02-22-03 WHO CAN INITIATE A VARIANCE REQUEST

A variance may be requested by, without limitation, any owner of, or person having an interest in the affected property. The applicant has the burden of proof to demonstrate the variance meets the criteria for approval.

2-02-22-04 VARIANCE REVIEW PROCEDURES

A variance may be approved by the Board of Adjustment. Any request for variance shall be processed through a public hearing before the Board of Adjustment (See Steps 1 through 10 below). The Board of Adjustment shall approve, approve with conditions, or deny the variance based on consideration of the staff report, the evidence from the public hearing, and the variance's compliance with the criteria for approval.

2-02-22-05 VARIANCE REVIEW STEPS

The processing of a variance shall be according to, in compliance with, and subject to the provisions contained in Steps 1 through 10 of the Common Development Review Procedures as follows:

1. Conceptual Review: Applicable.
2. Neighborhood Meeting: Optional, unless the Director of Community and Economic Development determines the development proposal could have significant neighborhood impacts.
3. Development Application Submittal: All items or documents required for obtaining a variance as described in the development application submittal requirements shall be submitted to the Director of Community and Economic Development at least twenty (20) days prior to the first unfilled Board of Adjustment public hearing agenda.
4. Determination of Sufficiency: Applicable. No application shall be processed if any taxes due are not paid.
5. Staff Report: Applicable.
6. Notice: Applicable. However, published notice is not required.
7. Public Hearing: Applicable. A public hearing shall be held before the Board of Adjustment.
8. Standards: Applicable.
9. Conditions of Approval: Applicable. The Board of Adjustment in approving a variance may attach any conditions necessary to ensure the variance authorized shall not constitute a grant of special privilege inconsistent with the limitations upon other properties in the vicinity and

zone district in which the subject property is located and will protect the public health and safety.

10. Amendments: Applicable.

2-02-22-06 CRITERIA FOR APPROVAL

The Board of Adjustment in approving a variance shall find:

1. Special physical requirements or circumstances exist which are peculiar to the land, the lot or some aspect inherent in the land causes the hardship, and are not applicable to other lands in the same district.
2. The literal interpretation of the provisions of these standards and regulations would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of these standards and regulations.
3. Granting of the variance requested will not confer on the applicant any special privilege denied by these standards and regulations for other land in the same zone district.
4. Because of physical circumstances or conditions, the property cannot reasonably be developed in conformity with the provisions of the physical requirements of these standards and regulations.
5. The special circumstances applicable to the property have not been created by voluntary action or negligence by any person presently having an interest in the property.
6. The variance is the minimum necessary, considering the flood hazard, to afford relief.
7. The applicant has shown good and sufficient cause.
8. Granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, conflict with State or Federal law or regulations or conflict with existing local laws,* regulations or ordinances. ***Adopted by the BOCC on June 27, 2011.**
9. The Board of Adjustment has considered all technical evaluations, all relevant factors, standards specified in other sections of these standards and regulations, and:
 - a. The danger that materials may be swept onto other lands to the injury of others.
 - b. The danger to life and property due to flooding or erosion damage.
 - c. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner.

- d. The importance of services provided by the proposed facility to the community.
- e. The necessity of the facility to the water front location, where applicable.
- f. The availability of alternative locations for the proposed use that are not subject to flooding or erosion damage.
- g. The compatibility of the proposed use with the existing and anticipated development.
- h. The relationship of the proposed use to the Comprehensive Plan and floodplain management program of Adams County.
- i. The safety of access to the property in time of flood for ordinary and emergency vehicles.
- j. The expected height, velocity, duration, rate of rise, and sediment transport of the flood water and the effects of wave action as described by a registered professional engineer, if applicable, expected at the site.
- k. The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, telephone, water systems, streets, and bridges.

2-02-22-07 ACTION BY THE DIRECTOR OF COMMUNITY AND ECONOMIC DEVELOPMENT FOLLOWING APPROVAL

Upon final approval and fulfillment of all conditions of the Board of Adjustment, the Director of Community and Economic Development shall file a variance decision letter with the Office of the Adams County Clerk and Recorder and the Federal Emergency Management Agency. The variance decision letter shall describe in detail the variance approved by the Board of Adjustment and include all specific conditions applied by the Board of Adjustment, and be accompanied by an official site plan and building elevations modified by the applicant to reflect the conditions of the variance.

The Director of Community and Economic Development shall also notify the applicant in writing over his or her signature that (i) the issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage and (ii) such construction below the base flood level increases risks to life and property. Such notification shall be maintained with a record of all variance actions as required by this section. ***Adopted by the BOCC on June 27, 2011.**

2-02-22-08 EFFECT OF APPROVAL

Issuance of a variance shall be deemed to authorize only the particular variation from the Floodplain Overlay Zone District standards and regulations for which it is issued. The variance shall run with the land. The applicant shall be subject to all permits required by these standards and regulations to develop the land.

All conditions contained in the variance shall be binding upon the applicant, any successors, and assigns. The variance and its conditions shall limit and control the issuance and validity of certificates of occupancy and shall restrict and limit the construction, location, and maintenance of all land and structures within the boundaries of the property subject to the variance.

2-02-22-09 REVERSION OF APPROVAL

If at the expiration of one (1) year, a building permit has not been issued for the structure for which the variance was approved or the use associated with the variance has not been established, the variance shall expire and the use of the property shall be controlled by the Floodplain Overlay Zone District standards and regulations without action by the Board of Adjustment.

2-02-22-10 EXTENSION OF APPROVAL

An extension of the variance to allow for the application for a building permit or the establishment of the use or activity approved by the variance may be granted by the Board of Adjustment. In order to be eligible for an extension, the applicant shall file an application for extension with the Director of Community and Economic Development at least thirty (30) days prior to the end of the reversion period. A progress report and revised schedule shall be submitted with the request for extension. An extension may be granted only if the Board of Adjustment finds:

1. The applicant has maintained a continuous good faith effort in commencing the activity including, but not limited to, preparing financing, securing state or federal permits, undertaking engineering and design, etc.; and
2. Conditions near the site, these standards and regulations, and the Adams County Comprehensive Plan have not changed in a way to render the original findings erroneous.

2-02-23 VARIANCE

2-02-23-01 PURPOSE

The purpose of this section is to detail the processing steps and requirements for a variance. The variance is a means whereby the literal terms of these standards and regulations need not be applied if there are practical difficulties or unnecessary hardships associated with their application. In granting a variance, the spirit of these standards and regulations shall be observed, public safety and welfare secured, and substantial justice done.

2-02-23-02 APPLICABILITY

All variance requests must be processed in accordance with this section. The Board of Adjustment may approve a variance from these standards and regulations. A variance may only be approved from the dimensional requirements, performance standards, and other special physical requirements contained in these standards and regulations. The Board of Adjustment shall not have the authority to grant a variance to use of a property. In addition, the Board of Adjustment may not grant a variance from the noise and height restrictions within the Aviation Zone, the International Airport Clear Zone, or the Height and Noise Overlay Zone Districts.

2-02-23-03 WHO CAN INITIATE A VARIANCE REQUEST

A variance may be requested by, without limitation, any owner of, or person having an interest in the affected property. The applicant has the burden of proof to demonstrate the variance meets the criteria for approval.

2-02-23-04 VARIANCE REVIEW PROCEDURES

A variance may be approved by the Board of Adjustment. Any request for variance shall be processed through a public hearing before the Board of Adjustment (See Steps 1 through 10 below). The Board of Adjustment shall approve, approve with conditions, or deny the variance based on consideration of the staff report, the evidence from the public hearing, and the variance's compliance with the criteria for approval.

2-02-23-05 VARIANCE REVIEW STEPS

The processing of a variance shall be according to, in compliance with, and subject to the provisions contained in Steps 1 through 10 of the Common Development Review Procedures as follows:

1. Conceptual Review: Optional.
2. Neighborhood Meeting: Optional, unless the Director of Community and Economic Development determines the development proposal could have significant neighborhood impacts.
3. Development Application Submittal: All items or documents required for obtaining a variance as described in the development application submittal requirements shall be submitted to the Director of Community and Economic Development at least thirty (30) days prior to the first unfilled Board of Adjustment public hearing agenda.
4. Determination of Sufficiency: Applicable. No application shall be processed if any taxes due are not paid.
5. Staff Report: Applicable.
6. Notice: Applicable. However, published notice is not required.
7. Public Hearing: Applicable. A public hearing shall be held before the Board of Adjustment.
8. Standards: Applicable.
9. Conditions of Approval: Applicable. The Board of Adjustment in approving a variance may attach any conditions necessary to ensure the variance authorized shall not constitute a grant of special privilege inconsistent with the limitations upon other properties in the vicinity and zone district in which the subject property is located. Conditions serving to prevent or minimize adverse impacts upon other properties in the neighborhood shall include, but not be limited to limitations on the size and location, hours of operation, requirements for landscaping and screening, lighting limitations, and access requirements.
10. Amendments: Applicable.

2-02-23-06 CRITERIA FOR APPROVAL

The Board of Adjustment in approving a variance shall consider:

1. Special physical requirements or circumstances exist which are peculiar to the land, the lot, or some aspect inherent in the land causes the hardship, and are not applicable to other lands in the same district.
2. The literal interpretation of the provisions of these standards and regulations would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of these standards and regulations.
3. Granting of the variance requested will not confer on the applicant any special privilege denied by these standards and regulations for other land in the same zone district.

4. Because of physical circumstances or conditions, the property cannot reasonably be developed in conformity with the provisions of the physical requirements of these standards and regulations.
5. The special circumstances applicable to the property have not been created by voluntary action or negligence by any person presently having an interest in the property.
6. The granting of the variance will be in harmony with the general purpose and intent of these standards and regulations and with the Adams County Comprehensive Plan.
7. The granting of a variance from strict application of these standards and regulations will not cause substantial detriment to the public good or impair the intent of these standards and regulations.
8. The variance would not allow a use which (a) is not otherwise permitted in the zone district in which the property is located, (b) would result in the extension of a non-conforming use, or (c) would change the zone classification of any or all of the subject property.

2-02-23-07 ACTION BY THE DIRECTOR OF COMMUNITY AND ECONOMIC DEVELOPMENT FOLLOWING APPROVAL

Upon final approval and fulfillment of all conditions of the Board of Adjustment, the Director of Community and Economic Development shall file a variance decision letter with the Office of the Adams County Clerk and Recorder. The variance decision letter shall describe in detail the variance approved by the Board of Adjustment and include all specific conditions applied by the Board of Adjustment, and be accompanied by an official site plan and building elevations modified by the applicant to reflect the conditions of the variance.

2-02-23-08 EFFECT OF APPROVAL

Issuance of a variance shall be deemed to authorize only the particular variation from these standards and regulations for which it is issued. The variance shall run with the land. The applicant shall be subject to all permits required by these standards and regulations to develop the land.

All conditions contained in the variance shall be binding upon the applicant, any successors and assigns. The variance and its conditions shall limit and control the issuance and validity of certificates of occupancy, and shall restrict and limit the construction, location, and maintenance of all land and structures within the boundaries of the property subject to the variance.

2-02-23-09 REVERSION OF APPROVAL

If at the expiration of one (1) year, a building permit has not been issued for the structure for which the variance was approved or the use associated with the variance has not been established, the variance shall expire and the use of the property shall be controlled by these standards and regulations without action by the Board of Adjustment.

2-02-23-10 EXTENSION OF APPROVAL

An extension of the variance to allow for the application for a building permit or the establishment of the use or activity approved by the variance may be granted by the Board of Adjustment. In order to be eligible for an extension, the applicant shall file an application for extension with the Director of Community and Economic Development at least thirty (30) days prior to the end of the reversion period. A progress report and revised schedule shall be submitted with the request for extension. An extension may be granted only if the Board of Adjustment finds that:

1. The applicant has maintained a continuous good faith effort in commencing the activity including, but not limited to, preparing financing, securing state or federal permits, undertaking engineering and design, etc.; and
2. Conditions near the site, these standards and regulations, and the Adams County Comprehensive Plan have not changed in a way to render the original findings erroneous.

2-02-24 CLEARING AND GRADING PERMIT

2-02-24-01 PURPOSE

The purpose of this section is to provide processing requirements for clearing and grading permits in order to review, consider, approve, approve with modifications, or deny a request for permission to clear bush and/or vegetation, excavate or import soils, disturb land and/or, change the topography of land within unincorporated Adams County.

2-02-24-02 APPLICABILITY

All clearing and grading (GRD) permits must be processed in accordance with this section. A GRD permit is required if:

1. The total area of land disturbance is to be 3,000 square feet or greater, or
2. The cumulative fill and/or excavation exceeds 50-cubic yards.

A GRD permit is the mechanism to provide authorization under which land may be cleared of vegetation, excavated, receive imported soils, disturbed and/or, the topography of the land altered. In accordance with Section 5-02-02, properties that are the subject of an active Subdivision case cannot be issued a clearing and grading permit prior to the approval of the subdivision plat. Agricultural and farming activities are exempt from this requirement.

2-02-24-03 WHO CAN INITIATE A CLEARING AND GRADING PERMIT

A clearing and grading permit may be requested by, without limitation, the owner(s) of the property to which the clearing and grading work is to be performed, the owner of the utility, or any person(s) performing work within the County with legal right to perform such work. The applicant has the burden of proof to demonstrate the clearing and grading permit fully complies with these standards and regulations and meets the criteria for approval.

2-02-24-04 PERMIT APPLICATION

The applicant must submit to the County the following documentation to obtain a Clearing and Grading Permit:

1. A complete GRD Permit Application on the form prescribed by the County. The application shall be signed by a person responsible for compliance with the GRD permit throughout the duration of the permit's validity.
2. An Erosion and Sediment Control Plan (ESCP) that includes the narrative and civil Erosion Control (EC) Plan, according to Section 9-03-08 ESCP.
3. GRD Permit fee.
4. Other materials as deemed appropriate by the County to ensure compliance with this Regulation.

GRD permits are issued for a period of six (6) months, and solely for the specific applicant, scope of work, location and size of the proposed development. Any GRD permit renewal or modifications to the scope of work, location or size of the permitted area (area within the construction boundary line where land disturbing activities are allowed to take place) must be pre-approved in writing by the County. Amendments to the permit shall be filed by the Permittee with the County on a form prescribed by the County. GRD permits will not be approved until construction plans are approved. If there is no construction activity for a period longer than 6 months then any GRD permit issued will be automatically terminated.

2-02-24-05 PERMIT FEES

GRD Permit fees shall be established from time to time in the annual fee schedule adopted by the Board of County Commissioners. The permit fees shall be paid at the time of submittal of the GRD Permit application. All applicable permit fees are non-refundable.

2-02-24-06 CLEARING AND GRADING PERMIT REVIEW PROCEDURES

A clearing and grading permit may be approved by the Director of Community and Economic Development. The processing of an clearing and grading permit shall be according to, in compliance with, and subject to the provisions contained in Steps 1 through 10 of the Common Development Review Procedures as follows:

1. Conceptual Review: Optional.
2. Neighborhood Meeting: Not applicable.
3. Development Application Submittal: Applicable. All items or documents required for a clearing and grading permit as described in the application submittal requirements shall be submitted to the Director of Community and Economic Development.
4. Determination of Sufficiency: Applicable. Notification of adjacent property owners may be required if the proposed development could have offsite impacts. No application shall be processed if any taxes due are not paid.
5. Staff Report: Not applicable.
6. Notice: Not applicable
7. Public Hearing: Not applicable. In substitution, an application for a clearing and grading permit shall be reviewed and approved, approved with modifications, or denied by the Director of

Community and Economic Development based on its compliance with these standards and regulations.

8. Standards: Not applicable. In substitution, an application for clearing and grading permit shall be reviewed for compliance with these standards and regulations.
9. Conditions of Approval: Applicable. The Director of Community and Economic Development may impose any conditions determined to be necessary to assure the safety of the general public, protect the County's infrastructure, adequately accommodate the type and volume of traffic during the work, and deal with anticipated traffic volumes and road improvements.
10. Amendments: Not applicable. In substitution, an amendment to a clearing and grading permit may be authorized by the Director of Community and Economic Development provided the clearing and grading permit remains in compliance with all applicable standards and regulations.

2-02-24-07 CRITERIA FOR APPROVAL

The Director of Community and Economic Development in issuing a clearing and grading permit shall find:

1. The clearing and grading permit is consistent and complies with the requirements of these standards and regulations for the type of work to be performed.
2. The work to be performed will be of such a standard and condition as to prevent adverse effects to neighboring properties.
3. Adequate controls have been established to ensure compliance and safety during the course of work.
4. Adequate financial guarantees have been provided to ensure that any problems arising from the work to be performed can be reasonably remedied by the County, if necessary.

2-02-24-08 RIGHT OF ENTRY

Refer to Chapter 1 of these standards and regulations for the authority to enter onto private property within unincorporated Adams County for inspection purposes. Additionally, the landowner, developer, builder, or GRD Permittee must allow County staff the right-of-entry for the following:

1. To enter upon the construction project premises to investigate, within reason, any actual, suspected, or

potential source of water pollution, or violation of these regulations. The investigation may include, but is not limited to, the following: sampling of any discharge or process waters, the taking of photographs, interviewing associated personnel on alleged violations, and access to any and all facilities or areas within the project premises that may have any effect on the discharge, permit, or alleged violations.

2-02-24-09 EFFECT OF APPROVAL

The clearing and grading permit shall be valid for a period of six (6) months from the time such clearing and grading permit is issued unless fully and properly acted upon and completed.

2-02-24-10 EXTENSION OF APPROVAL

The Director of Community and Economic Development may grant extensions of up to six (6) months. In order to be eligible for an extension, the applicant shall file a request for extension with the Director of Community and Economic Development at least thirty (30) days prior to the date the clearing and grading permit would lapse, unless waived by the Director of Community and Economic Development.

2-02-24-11 FINAL CONSTRUCTION SITE STABILIZATION

The GRD permit shall remain active until Final Construction Site Stabilization has occurred. Final Construction Site Stabilization occurs when all ground disturbing activities are complete, and all disturbed areas have either been built on, paved over or a uniform vegetative cover has been established per conditionally accepted ESCP. Prior to GRD permit closeout, all items listed below must be completed in order for the construction site to be considered to have Final Construction Site Stabilization:

1. The site has a uniform vegetative cover with a density of at least seventy percent (70%) compared to the original undisturbed site. Vegetative cover shall be established with the approved seed mix, sod or a combination thereof.
2. If applicable, proper installation and maintenance of all approved permanent post-construction stormwater quality treatment BMPs.
3. Removal of all stockpiles of soil, construction material/debris, construction equipment, etc. from the construction site.

4. Streets, parking lots and other surrounding paved surfaces are clean and free of any sediment or debris.
5. Removal of sediment and debris within the private or adjacent public storm drainage system.
6. Restoration and stabilization of any damaged public infrastructure caused by the Permittee's construction activities.

Any acceptance of installed vegetative cover shall not be construed to relieve the property owner of the duty to warrant and maintain the installed vegetative measures as aforementioned.

2-02-24-12 PERMIT CLOSEOUT NOTIFICATION

The Permittee must contact the County to set up a Closeout Inspection. The purpose of the Closeout Inspection is to verify the site is adequately stabilized and/or covered with pavement or structures, per the County accepted plans. If the County needs to conduct more than one Closeout Inspection, an inspection fee may be assessed for each additional closeout inspection, as approved by Adams County Annual Fee Schedule adopted by the Board of County Commissioners.

2-02-24-13 AUTHORITY

Enforcement of the Adams County GRD Permit is the responsibility of the Department of Public Works. The Department of Public Works is hereby authorized to sign-off (or withhold the approval) of associated County permits (e.g. Building, Right-of-Way, Infrastructure, etc.) with a signature line once all GRD Permit conditions have been met.

The Department of Public Works is hereby authorized to sign off on the Certificate of Occupancy (C.O.) for buildings holding a GRD Permit. In order for the Department of Public Works to sign off on a C.O., the associated overall site shall be in compliance with the GRD Permit requirements. Sites that are under an enforcement action may not receive a sign off by the Department of Public Works.

2-02-24-14 ENFORCEMENT POLICIES

It is the policy of Adams County to encourage compliance with the approved GRD permit by working with the landowner, developer, builder, or GRD Permittee during construction. The County may allow the landowner, developer, builder, or GRD Permittee a reasonable amount of time to re-inspect the site to ensure necessary measures have been completed to bring a construction site into compliance prior to formal enforcement. The County considers the owner of the land the ultimate responsible party for all construction activities. It is ultimately the responsibility of the landowner to take all necessary measures to ensure the site is in compliance with County, State and Federal statutes, regulations, ordinances and permits. The County has, to the maximum extent practicable, made its Clearing and Grading Regulations consistent with the requirements of the Adams County Stormwater Quality Permit and the State CDPS Stormwater Discharge Permit for Construction Activities. In the event of conflicting requirements, the most stringent or restrictive shall govern.

2-02-24-15 VIOLATIONS

The following items are considered, but not limited to, a violation of the Clearing and Grading Regulations and/or Clearing and Grading (GRD) Permit:

1. Conducting a permit covered activity without a County GRD Permit.
2. Failure to prepare an Erosion and Sediment Control Plan (ESCP).
3. Failure to prepare an Erosion Control (EC) Plan
4. Conducting a permit covered activity without Adams County review and conditional acceptance of the ESCP.
5. Conducting activity without a State CDPS Stormwater Discharge Permit for Construction Activities (when applicable).
6. Failure to renew the GRD Permit.
7. Deficient ESCP.
8. Failure to update the ESCP adequately to reflect current site conditions.
9. Failure to install, maintain or properly select stormwater pollution prevention Best Management Practices (BMP).

10. Failure to correct findings from Adams County Regulatory Inspections.

2-02-24-16 PENALTIES

In addition to penalties listed under Chapter 1 of these standards and regulations, the following penalties may apply to any person, landowner, developer, builder, or GRD Permittee if such person fails to adequately comply with the measures required by the ESCP, EC Plan, GRD Permit, Stormwater Quality Regulations or other written requirements by the County. The remedies listed below are not exclusive of any other remedies available under any applicable federal, state or local law, and it is within the discretion of the County to seek alternative and/or cumulative remedies.

1. Verbal or Written Warning: Advice of non-compliance given by the County to the Permittee that indicates the Permittee is in violation with County Regulations and directing immediate resolution.
2. Notice of Violation (NOV): As defined in Chapter 1 of these standards and regulations. Additionally the NOV shall include re-inspection dates in which the County returns to the site to ensure completion of corrective and preventative measures. Possible measures may include, but are not limited to; vacuum and jetting storm sewer structures, attending educational training, submitting standard operating procedures, posting signage, reimbursing the County for any additional inspection cost and/or spill material provided by the County, etc. When clean-up and repairs are not feasible, then alternative equivalent activities may be directed such as, but not limited to, storm drain stenciling, attendance to compliance workshops, and trash cleanup.
3. Suspension or Revocation of Permits: As defined in Chapter 1 of these standards and regulations. All fees for re-issuance of a new permit must be paid prior to re-issuance of the permit.
4. Permit Fee Increase: As established in the Annual Fee Schedule adopted by the Board of County Commissioners.
5. Certificate of Occupancy (C.O.) Withhold: As defined in Chapter 1 of these standards and regulations. In Addition, the County may withhold the Certificate of Occupancy (C.O.) sign off if the associated overall site is not in compliance with the GRD Permit requirements. Sites that are under an enforcement action will not receive a sign off by Public Works Department.

6. Cease and Desist Order: As defined in Chapter 1 of these standards and regulations.
7. Payment of additional Inspections: A person or landowner may be charged inspection fees for more than one regular follow-up regulatory inspection or any inspection triggered by a Notice of Violation as established in the Annual Fee Schedule adopted by the Board of County Commissioners.
8. Stringent Self-Inspection Frequency: Permittees may be required to conduct GRD self- inspections on a more stringent frequency if the Permittee is non-responsive after two NOV, or systematic/chronic violator.
9. Financial Surety Withdrawal: The County may, after notifying the GRD Permittee of the required maintenance and/or BMP removal, and such person's failure to perform such maintenance and/or BMP removal within ten (10) business days thereafter, enter upon the property and perform or cause to be performed the required work and assess the reasonable costs and expenses of such work against such person. At such time, as any assessment for work performed by the County has not been paid by the GRD Permittee, the County shall withdraw from the GRD Permit Financial Surety;
10. Civil/Criminal Action: As defined in Chapter 1 of these standards and regulations.

CHAPTER 3—ZONE DISTRICT REGULATIONS

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Chapter 3—ZONE DISTRICT REGULATIONS**3-01 GENERAL APPLICATION**

The requirements within each zone district shall be the minimum regulations and shall apply to both the use of land or structure within each zone district. No land shall be used or occupied and no structure or building shall be constructed, erected, altered, used, or occupied except in conformity with all standards and regulations specified for the zone district in which it is located, and in conformity with the County's building, subdivision, other standards and regulations, resolutions, and ordinances. All Variance requests are subject to Section 2-02-18 of the Adams County Standards and Regulations, excluding Marijuana Establishments and Sexually Oriented Businesses. These regulations shall be subject to limitations regarding the number of marijuana establishments and/or the type of establishments as set forth by the BOCC in resolution.

3-02 ESTABLISHMENT OF ZONE DISTRICTS

In order to regulate the use of land and buildings, regulate the location, height, bulk and size of buildings and other structures, and to provide for minimum separation between uses and structures, the unincorporated areas of Adams County are divided into the following underlying defined zone districts:

1. Agricultural-3 (A-3)
2. Agricultural-2 (A-2)
3. Agricultural-1 (A-1)
4. Residential Estate (RE)
5. Residential-1-A (R-1-A) Same as R-1-C
6. Residential-1-C (R-1-C)
7. Residential Two-Family (R-2)
8. Residential Moderate Density (R-3)
9. Residential High Density (R-4)
10. Mobile Home Dwelling (MH)
11. Commercial-0 (C-0)
12. Commercial-1 (C-1)
13. Commercial-2 (C-2)
14. Commercial-3 (C-3)
15. Commercial-4 (C-4)
16. Commercial-5 (C-5)
17. Industrial-1 (I-1)
18. Industrial-2 (I-2)
19. Industrial-3 (I-3)
20. Conservation (CO)
21. Public Lands, Parks, Open Space, and Facilities (PL)
22. Planned Unit Development (P.U.D.)
23. Aviation (AV)
24. Denver International Airport (DIA)

3-03 ESTABLISHMENT OF OVERLAY ZONE DISTRICTS

In order to regulate the use and development of land and buildings where specific issues or concerns must be mitigated due to unusual and unique circumstances or where alternative design concepts are desired or are necessary to mitigate specific conditions, the following overlay zone districts are hereby created:

1. Airport Height Overlay (AHO)
2. Airport Influence Zone (AIZ)
3. Airport Noise Overlay (ANO)
4. Flammable Gas Overlay (FGO)
5. Flood Control Overlay (FCO)
6. Mineral Conservation Overlay (MCO)
7. Natural Resources Conservation Overlay (NRCO)

3-04 INCORPORATION AND INTERPRETATION OF MAPS

The location and boundaries of the zone and overlay zone districts established by these standards and regulations are shown on the zone district maps of Adams County (Adams County Zoning Maps), which are incorporated into these standards and regulations by reference.

If for any reason the location of any zone or overlay zone district boundary line is not readily determinable from the Official Adams County Zoning Maps, the location of the zone or overlay zone district boundary line shall be determined by the Director of Community and Economic Development in accordance with the following provisions. Where more than one of the following provisions are applicable in any given situation, the first enumerated applicable provision shall prevail over all other provisions:

1. Where a zone or overlay zone district boundary line is located with reference to a fixture, monument, or natural feature, the location of such fixture, monument, or natural feature shall control.
2. Where a zone or overlay zone district boundary line is given a position within or abutting a highway, road, street, or alley right-of-way which does not appear to be located within any zone or overlay zone district, the zone district boundary line shall be deemed to be in the center of the highway, road, street, or alley right-of-way.
3. Where a zone or overlay zone district boundary line is shown as approximately following subdivision plat lot lines, municipal boundary or County boundary lines, the lot lines, or municipal or County boundary lines shall control.
4. Where a zone or overlay zone district boundary line is shown by a specific dimension, such specific dimension shall control.
5. Where a zone or overlay zone district boundary line is shown by reference to property ownership, the location of the zone or overlay zone district boundary line shall be determined by scaling from the County Assessor's maps.
6. In all other circumstances, the location of the zone or overlay zone district boundary line shall be determined by scaling from the zone district maps.

3-04-01 DIVISION OF A LOT BY A ZONE DISTRICT BOUNDARY

Where a zone or overlay zone district boundary line divides a lot, and where the division makes impractical the reasonable use of the lot, the zone or overlay zone district boundary may be adjusted by the Director of Community and Economic Development in either direction not to exceed one hundred (100) feet beyond the district boundary line into the remaining portion of the lot.

3-04-02 PROCEDURE FOR OBTAINING A BOUNDARY INTERPRETATION

Before a boundary interpretation may be provided by the Director of Community and Economic Development, a request for interpretation must be submitted to the Community and Economic Development Department in a form established by the Director of Community and Economic Development. After the Director of Community and Economic Development receives the request of interpretation, the Director of Community and Economic Development shall determine whether the request is complete, specific, clear and ready for review. If the Director of Community and Economic Development determines the request is not complete, a written notice shall be sent to the applicant specifying the deficiencies. The Director of Community and Economic Development shall take no further action on the request until the deficiencies are remedied.

After the request has been determined to be sufficient, the Director of Community and Economic Development shall review and evaluate the request in light of the terms and provisions of these standards and regulations and the zoning map, and render a written interpretation. The Director of Community and Economic Development may consult the County Attorney and other departments before rendering an interpretation. The written interpretation shall be sent to the applicant by U.S. Mail. *Interpretations not in writing shall have no force or effect.* Written interpretations set no precedent and shall be limited to the property identified in the interpretation.

The Director of Community and Economic Development shall maintain an official record of all interpretations in the Community and Economic Development Department. Such official record shall be available for inspection.

3-05 PERMITTED USES AND INTERPRETATIONS

3-05-01 USES PERMITTED IN EACH ZONE DISTRICT OR OVERLAY ZONE DISTRICT

The uses permitted in each zone or overlay zone district are specifically designated in Section 3-07 through 3-37. No use not specifically permitted or conditionally permitted shall be allowed in a district unless the Director of Community and Economic Development determines the use is similar to an expressly permitted use.

3-05-02 PROCEDURE FOR OBTAINING AN INTERPRETATION OF THE TEXT OF THESE STANDARDS AND REGULATIONS

Before a text interpretation may be provided by the Director of Community and Economic Development, a request for interpretation must be submitted to the Community and Economic Development Department in a form established by the Director of Community and Economic Development. After the Director of Community and Economic Development receives the request of interpretation, the Director of Community and Economic Development shall determine whether the request is complete, specific, clear and ready for review. If the Director of Community and Economic Development determines the request is not complete, a written notice shall be sent to the applicant specifying the deficiencies. The Director of Community and Economic Development shall take no further action on the request until the deficiencies are remedied.

After the request has been determined to be sufficient, the Director of Community and Economic Development shall review and evaluate the request in light of the terms and provisions of these standards and regulations and the zoning map, and render a written interpretation. The Director of Community and Economic Development may consult the County Attorney and other departments before rendering an interpretation. The written interpretation shall be sent to the applicant by U.S. Mail. *Interpretations not in writing shall have no force or effect.* Written interpretations set no precedent and shall be limited to the property identified in the interpretation.

The Director of Community and Economic Development shall maintain an official record of all interpretations in the Community and Economic Development Department. Such official record shall be available for inspection.

3-05-03 LIMIT OF INTERPRETATION

No interpretation shall authorize any use in a zone or overlay zone district unless the Director of Community and Economic Development determines the use is substantially similar to a permitted use or conditionally permitted use in the district. No interpretation shall permit the establishment of any use inconsistent with the statement of purpose for the district in question, and no interpretation shall have the effect of amending, abrogating, or waiving any other standard or requirement established in these standards and regulations.

3-05-04 RELATIONSHIP OF INTERPRETATION TO OTHER STANDARDS

The Director of Community and Economic Development may require any use determined to be substantially similar to a permitted use or conditionally permitted use in a district to comply with all other standards contained in these standards and regulations pertaining to the substantially similar use, including, but not limited to, dimensional requirements, parking requirements, design requirements, and performance standards.

3-06 USE CATEGORIES DEFINED

The categories of use defined by these standards and regulations are set forth below. These use categories are established as a means of detailing the permitted uses within each zone district and overlay zone district. The categories are also established to provide consistent review, permitting, design requirements, and performance standards among similar uses. The uses not enumerated in this Section are not necessarily excluded. Section 3-05-01 empowers the Director of Community and Economic Development to make interpretations of use. The Director of Community and Economic Development may use the most recent edition of the Standard Industrial Classification Manual published by the Executive Office of the President, Office of Management and Budget, or any other sources to help determine whether an unidentified use is substantially similar to an identified permitted or conditional use.

1. Agricultural Uses

- a. Agricultural Business
- b. Agricultural Support Businesses and Services
- c. Farming
- d. Nurseries
- e. Ranching

2. Residential Uses

- a. Group Living Facility
- b. Manufactured Home Park
- c. Mobile Home Park
- d. Multi-Family Dwelling
- e. Single-Family Dwelling
- f. Two-Family Dwelling

3. Institutional Uses

- a. Funeral Home/Mortuary *
- b. Funeral Home/Mortuary to Include Cremation *
- c. Halfway House *
- d. Institutional Care
- e. Jails and Prisons
- f. Neighborhood Indoor Uses
- g. Outdoor Public Uses
- h. Places of Worship

(P) Permitted

(C) Conditional

(S) Special Use Permit

(-) Prohibited

(O) Oil and Gas Facility Permit

(A) Administrative Review Permit

- i. Public Service
 - j. Universities
- 4. Commercial Uses
 - a. Airports, Landing Strips and Heliports
 - b. Animal Hospitals
 - c. Automobile Service Stations
 - d. Bed and Breakfast Establishments
 - e. Campgrounds, Commercial
 - f. Communications Towers, Commercial
 - g. Commercial Retail
 - h. Convenience Store
 - i. Drive-In Establishments
 - j. Golf Course/Driving Range, Commercial
 - k. Heavy Retail and Heavy Services
 - l. Indoor Commercial Recreation/Entertainment
 - m. Kennel, Commercial
 - n. Lodging, Commercial
 - o. Massage Business
 - p. Off-Premise Advertising Devices
 - q. Office
 - r. Outdoor Commercial Recreation
 - s. Parking Lot, Commercial
 - t. Racing Facilities
 - u. Restaurants
 - v. Services
 - w. Sexually-Oriented Business
 - x. Trade Schools
- 5. Industrial Uses
 - a. Business Park Uses
 - b. Extraction or Disposal Uses
 - c. Heavy Industry
 - d. Heavy Manufacturing or Processing

- e. Landscape Storage Yards *
 - f. Light Industry
 - g. Light Manufacturing or Processing
 - h. Major Energy Facility
 - i. Moderate Manufacturing or Processing
 - j. Oil and Gas Facilities
 - k. Accessory Outdoor Storage (up to 25% of the building area) *
 - l. Accessory Outdoor Storage (in excess of 25% and up to 100% of the building area) *
 - m. Outdoor Storage (in excess of 100% of the building area) *
6. Marijuana Establishmentsⁱ
- a. Medical Marijuana Center
 - b. Retail Marijuana Stores
 - c. Medical Marijuana Infused Products Manufacturers
 - d. Retail Marijuana Product Manufacturing Facilities
 - e. Medical Marijuana Optional Premises Cultivation Operations
 - f. Retail Marijuana Cultivation Facilities
 - g. Retail Marijuana Testing Facilities
- * Adopted by the BOCC on December 13, 2010**

3-07 USE CHART AND DIMENSIONAL REQUIREMENTS

3-07-01 USE CHARTⁱⁱ

The following tables summarize the permitted, conditionally permitted, and prohibited uses in each zone district. These tables are provided for ease of comparing allowed and prohibited uses between zone districts. Other standards or restrictions may apply within a specific zone district. The reader is advised to check the restrictions in the specific zone district section within these standards and regulations, review any restrictions within any overlay zone district which may further limit the permitted and conditional uses, and review any performance standards applicable to the use. If there is a conflict between the Use Chart and Dimensional Requirements (Chart) and the specific language in the zone district, then the language in the zone district shall prevail over the chart.

USE CATEGORIES	ZONE DISTRICT					
	A-1	A-2	A-3	RE	R-1-C	R-2
AGRICULTURAL USES						
Agricultural Businesses and Farming Operations	C	C	C	-	-	-
Animal farms	P	P	P	-	-	-
Animal Feeding Operation (AFO) and Concentrated Animal Feeding Operation (CAFO)	C	C	C	-	-	-
Aquaculture facility	C	C	C	-	-	-
Crop farming, excluding Hemp	P	P	P	P	P	P
Crop farming, including hemp	P	P	P	-	-	-
Equestrian Arena, Commercial	C	C	C	-	-	-
Equestrian Arena, Personal	P	P	P	-	-	-
Agricultural Support Businesses and Services	C	C	C	-	-	-
Farm machinery sales and services	C	C	C	-	-	-
Farm supply sales	C	C	C	-	-	-
Grain mill	C	C	C	-	-	-
Grain elevators	C	C	C	-	-	-
Riding stables or academy	C	C	C	-	-	-
Nurseries	P	P	P	-	-	-
Forestry and Siviculture	P	P	P	-	-	-
Timbering and logging	P	P	P	-	-	-

USE CATEGORIES	ZONE DISTRICT					
	A-1	A-2	A-3	RE	R-1-C	R-2
RESIDENTIAL USES						
Accessory Dwelling Unit	P	P	P	P	P	P
Group Home for the Developmentally Disabled	C	C	C	C	C	C
Group Home for the Elderly	C	C	C	C	C	C
Group Living Facility (1 to 5 persons)	P	P	P	P	P	P
Group Living Facility (in excess of 5 persons)	C	C	C	C	C	C
Group Living Facility (with more than 1 registered sex offender)	C	C	C	C	C	C
Manufactured Home Park	-	-	-	-	C	C
Mobile Home Park	-	-	-	-	-	-
Multi-Family Dwelling	-	-	-	-	-	-
Single-Family Dwelling	P	P	P	P	P	P
Two-Family Dwelling	C	C	C	-	-	P
INSTITUTIONAL USES						
Funeral Home/Mortuary*	P	P	P	-	-	-
Funeral Home/Mortuary to include Cremation*	C	C	C	-	-	-
Halfway House*	-	-	C	-	-	-
Institutional Care	C	C	C	C	C	C
Boarding/rooming houses	C	C	C	C	C	C
Convalescent homes	C	C	C	C	C	C
Convents or monasteries	C	C	C	C	C	C
Foster homes	C	C	C	C	C	C
Hospitals/clinics	C	C	C	C	C	C
Nursing homes	C	C	C	C	C	C
Protective living facilities	C	C	C	C	C	C
Sanitariums	C	C	C	C	C	C
Sheltered care homes	C	C	C	C	C	C
Jails and Prisons	-	-	C	-	-	-
Jails	-	-	C	-	-	-
Penal institutions	-	-	C	-	-	-
Prisons	-	-	C	-	-	-
Neighborhood Indoor Uses	C	C	C	C	C	C
Branch libraries	C	C	C	C	C	C
Day care centers (day or nursery schools) (Adult* or Child)	C	C	C	C	C	C

(P) Permitted

(C) Conditional

(S) Special Use Permit

(-) Prohibited

(O) Oil and Gas Facility Permit

(A) Administrative Review Permit

USE CATEGORIES	ZONE DISTRICT					
	A-1	A-2	A-3	RE	R-1-C	R-2
Gymnasiums	C	C	C	C	C	C
Handball	C	C	C	C	C	C
Handball courts	C	C	C	C	C	C
Indoor recreational centers	C	C	C	C	C	C
Indoor skating rinks (ice or roller)	C	C	C	C	C	C
Indoor swimming pools	C	C	C	C	C	C
Neighborhood community or recreational centers	C	C	C	C	C	C
Public or private primary and secondary schools (excluding trade schools)	C	C	C	C	C	C
Racquetball	C	C	C	C	C	C
Tennis	C	C	C	C	C	C
Outdoor Public Uses	P	P	P	P	P	P
Arboretums	P	P	P	P	P	P
Areas for hiking	P	P	P	P	P	P
Cemeteries, with or without caretaker residences*	C	C	P	-	-	-
Garden plots	P	P	P	P	P	P
Nature areas	P	P	P	P	P	P
Picnic areas	P	P	P	P	P	P
Public areas for active recreational activities	P	P	P	P	P	P
Recreation-oriented parks	P	P	P	P	P	P
Wildlife sanctuaries	P	P	P	P	P	P
Places of Worship	C	C	P	C	C	C
Public Service	C	C	C	C	C	C
All government-owned facilities except landfills or mining facilities	C	C	C	C	C	C
Emergency service buildings or garages	C	C	C	C	C	C
Government offices	C	C	C	C	C	C
Utility substations or transmission and distribution facilities	C	C	C	C	C	C
Universities	C	C	C	C	C	C
COMMERCIAL USES						

USE CATEGORIES	ZONE DISTRICT					
	A-1	A-2	A-3	RE	R-1-C	R-2
Airports, Landing Strips and Heliports	C	C	C	-	-	-
Animal Hospitals	C	C	C	-	-	-
Automobile Service Stations	-	-	-	-	-	-
Car washes	-	-	-	-	-	-
Convenience stores with gas pumps where vehicles are serviced with minor repairs, oil changes, etc.	-	-	-	-	-	-
Gas stations	-	-	-	-	-	-
Bed and Breakfast Establishments	P	P	P	C	C	-
Campgrounds, Commercial	C	C	C	-	-	-
Camps	C	C	C	-	-	-
Campsites	C	C	C	-	-	-
Recreational vehicle parks	C	C	C	-	-	-
Tents	C	C	C	-	-	-
Trailer parks	C	C	C	-	-	-
Communications Towers, Commercial	C	C	C	-	-	-
Antenna arrays (satellite dishes)	C	C	C	-	-	-
Radio or TV broadcasting towers	C	C	C	-	-	-
Telecommunications towers	<u>AC</u>	<u>CA</u>	<u>CA</u>	<u>-A</u>	<u>-A</u>	<u>-A</u>
Commercial Retail	-	-	-	-	-	-
Apparel and accessory stores	-	-	-	-	-	-
Building supplies	-	-	-	-	-	-
Cabinet sales	-	-	-	-	-	-
Dry cleaners	-	-	-	-	-	-
Engineering and management services	-	-	-	-	-	-
Food stores	-	-	-	-	-	-
Furniture and home furnishings stores	-	-	-	-	-	-
General merchandise stores	-	-	-	-	-	-

(P) Permitted

(C) Conditional

(S) Special Use Permit

(-) Prohibited

(O) Oil and Gas Facility Permit(A) Administrative Review Permit

USE CATEGORIES	ZONE DISTRICT					
	A-1	A-2	A-3	RE	R-1-C	R-2
Greenhouses (retail) and greenhouses with garden supplies	-	-	-	-	-	-
Health services	-	-	-	-	-	-
Legal services	-	-	-	-	-	-
Membership organizations	-	-	-	-	-	-
Miscellaneous retail except fuel dealers	-	-	-	-	-	-
Miscellaneous services	-	-	-	-	-	-
Social services except care facilities	-	-	-	-	-	-
Convenience Retail Store	-	-	-	-	-	-
Drive-In Establishments	-	-	-	-	-	-
Golf Course/Driving Range, Commercial	C	C	C	C	C	C
Heavy Retail and Heavy Services	-	-	C	-	-	-
Auto/truck rental/leasing	-	-	C	-	-	-
Automobile dealers	-	-	C	-	-	-
Automotive repair except top, body, upholstery repair, paint, and tire retreading shops	-	-	C	-	-	-
Automotive services except wrecking or towing storage yards	-	-	C	-	-	-
<u>Auto towing and storage yards</u>	-	-	-	-	-	-
Cabinet manufacturing with sales	-	-	C	-	-	-
Cold storage	-	-	C	-	-	-
Firewood sales, storage, and splitting	-	-	C	-	-	-
Flea market	-	-	C	-	-	-
Mobile home and manufactured housing dealers with mobile home sales office	-	-	C	-	-	-
Pawn shops	-	-	C	-	-	-
Radio and TV broadcasting station	-	-	C	-	-	-

USE CATEGORIES	ZONE DISTRICT					
	A-1	A-2	A-3	RE	R-1-C	R-2
Indoor Commercial Recreation/Entertainment	-	-	-	-	-	-
Assembly halls	-	-	-	-	-	-
Event Centers Auditoriums	-	-	-C	-	-	-
Bowling alleys	-	-	-	-	-	-
Indoor sports arenas	-	-	-	-	-	-
Movie theaters	-	-	-	-	-	-
Physical fitness facilities	-	-	-	-	-	-
Pool arcades	-	-	-	-	-	-
Video arcades	-	-	-	-	-	-
Kennel, Commercial	C	C	C	-	-	-
Lodging, Commercial	-	-	-	-	-	-
Convention centers	-	-	-	-	-	-
Hotels	-	-	-	-	-	-
Motels	-	-	-	-	-	-
Massage Business	-	-	-	-	-	-
Off-Premise Advertising Devices	-	-	-	-	-	-
Office	-	-	-	-	-	-
Banking and other credit agencies (offices only)	-	-	-	-	-	-
Business services	-	-	-	-	-	-
Commodity brokers and services	-	-	-	-	-	-
Holding and other investments	-	-	-	-	-	-
Insurance carriers	-	-	-	-	-	-
Medical offices	-	-	-	-	-	-
Real estate	-	-	-	-	-	-
Security	-	-	-	-	-	-
Outdoor Commercial Recreation	C	C	C	-	-	-
Amusement parks	C	C	C	-	-	-
Archery ranges	C	C	C	-	-	-
Batting cages	C	C	C	-	-	-
Drive-in theaters	C	C	C	-	-	-
Go-cart establishments	C	C	C	-	-	-
Ice and roller skating rinks	C	C	C	-	-	-

(P) Permitted

(C) Conditional

(S) Special Use Permit

(-) Prohibited

(O) Oil and Gas Facility Permit

(A) Administrative Review Permit

USE CATEGORIES	ZONE DISTRICT					
	A-1	A-2	A-3	RE	R-1-C	R-2
Miniature golf establishments	C	C	C	-	-	-
Music arenas	C	C	C	-	-	-
Outdoor commercial amusement facilities	C	C	C	-	-	-
Pistol and shooting ranges	C	C	C	-	-	-
Theme parks	C	C	C	-	-	-
Water slides	C	C	C	-	-	-
Parking Lot, Commercial	-	C	C	-	-	-
Racing Facilities	-	-	C	-	-	-
Automobile racing	-	-	C	-	-	-
Dog tracks	-	-	C	-	-	-
Horse racing	-	-	C	-	-	-
Truck racing	-	-	C	-	-	-
Restaurants	-	-	-	-	-	-
Services	-	-	C	-	-	-
Sexually Oriented Business	-	-	-	-	-	-
Trade Schools	C	C	C	-	-	-
INDUSTRIAL USES						
Business Park Uses	-	-	-	-	-	-
Apparel and other finished products made from fabrics and similar materials	-	-	-	-	-	-
Arrangement of transportation of freight and cargo	-	-	-	-	-	-
Bakeries	-	-	-	-	-	-
Communications	-	-	-	-	-	-
Development and testing services	-	-	-	-	-	-
Measuring, analyzing, and controlling instrument manufacturing	-	-	-	-	-	-
Medical and optical goods	-	-	-	-	-	-
Motion picture production and allied services	-	-	-	-	-	-
Moving companies	-	-	-	-	-	-

USE CATEGORIES	ZONE DISTRICT					
	A-1	A-2	A-3	RE	R-1-C	R-2
Musical instruments and sporting/athletic goods manufacturing	-	-	-	-	-	-
Photographic	-	-	-	-	-	-
Research	-	-	-	-	-	-
Space research and technology	-	-	-	-	-	-
United states postal service	-	-	-	-	-	-
Watches and clocks	-	-	-	-	-	-
<u>Energy Facilities</u>						
<u>Major energy facility</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>
<u>Solar energy system, small-scale</u>	<u>C</u>	<u>P</u>	<u>P</u>	<u>C</u>	<u>C</u>	<u>C</u>
<u>Solar energy system, medium scale</u>	<u>C</u>	<u>C</u>	<u>P</u>	<u>C</u>	=	=
<u>Solar energy system, large-scale</u>	<u>C</u>	<u>C</u>	<u>C</u>	=	=	=
Extraction or Disposal Uses	C/S	C/S	C/S	C/S	C/S	C/S
Heavy Industry	-	C	C	-	-	-
Alcoholic beverage manufacturing	-	<u>-E</u>	C	-	-	-
Asphalt and concrete production facilities	-	<u>-E</u>	C	-	-	-
Auction yards with livestock	-	C	C	-	-	-
Automobile manufacturing	-	<u>-E</u>	C	-	-	-
Chemical manufacturing	-	<u>-E</u>	C	-	-	-
Chemicals and allied products manufacturing except drugs	-	<u>-E</u>	C	-	-	-
Heavy construction contractors	-	<u>-E</u>	C	-	-	-
<u>Heavy logistics center</u>	=	=	=	=	=	=
Manufactured homes	-	<u>-E</u>	C	-	-	-
Meat processing, packing, packaging, and slaughterhouses	-	C	C	-	-	-
Paper, pulp, or paperboard mills	-	<u>-E</u>	C	-	-	-

(P) Permitted

(C) Conditional

(S) Special Use Permit

(-) Prohibited

(O) Oil and Gas Facility Permit(A) Administrative Review Permit

USE CATEGORIES	ZONE DISTRICT					
	A-1	A-2	A-3	RE	R-1-C	R-2
Petroleum products manufacturing	-	-E	C	-	-	-
Railroad yard	C	C	C			
Railroad transportation	-	C	C	-	-	-
Rubber and miscellaneous plastics manufacturing	-	-E	C	-	-	-
Salvage yards	-	-E	C	-	-	-
Sawmills	-	-E	C	-	-	-
Stone and clay products	-	-E	C	-	-	-
The storage and disassembly of vehicles and the re-assembly of various parts	-	-E	C	-	-	-
Trailer and truck manufacturing	-	-E	C	-	-	-
Transportation equipment	-	-E	C	-	-	-
Utility production or processing facilities	-	C	C	-	-	-
Heavy Manufacturing or Processing	-	-	-	-	-	-
Abrasive manufacturing	-	-	-	-	-	-
Acid manufacturing	-	-	-	-	-	-
Asbestos products manufacturing	-	-	-	-	-	-
Boiler or tank manufacturing	-	-	-	-	-	-
Bone reduction	-	-	C	-	-	-
Caustic soda manufacturing	-	-	-	-	-	-
Celluloid manufacturing	-	-	-	-	-	-
Coal, coke yards, or coal classifications	-	-	-	-	-	-
Detergent, soap, and by-products manufacturing using animal fat	-	-	-	-	-	-
Disinfectant, insecticide, or poison manufacturing	-	-	-	-	-	-
Distillation of bone, refuse, grain, and wood	-	-	-	-	-	-
Dye manufacturing	-	-	-	-	-	-
Felt manufacturing	-	-	-	-	-	-

USE CATEGORIES	ZONE DISTRICT					
	A-1	A-2	A-3	RE	R-1-C	R-2
Fossil fuel manufacturing	-	-	-	-	-	-
Fuel, oil, gasoline, and petroleum products (bulk storage and/or sale)	-	-	-	-	-	-
Hazardous waste treatment facility	-	-	-	-	-	-
Linseed oil, shellac, and turpentine manufacturing and refinery	-	-	-	-	-	-
Lubrication and grease manufacturing	-	-	-	-	-	-
Lumber mills, planing mills, and storage of logs	-	-	-	-	-	-
Oil compounding	-	-	-	-	-	-
Paint and enamel manufacturing	-	-	-	-	-	-
Pickle manufacturing	-	C	C	-	-	-
Recycling Facilities	-	-	C	-	-	-
Scrap processing or shredding yard	-	-	-	-	-	-
Smelting or refining of metal	-	-	-	-	-	-
Sugar and beet refining	-	-	-	-	-	-
Tar and waterproofing (materials manufacturing, treatment, and bulk storage)	-	-	-	-	-	-
Landscape Storage Yards*	-	-	C	-	-	-
Light Industry	-	-	C	-	-	-
Auction houses without livestock	-	-	C	-	-	-
Auto towing and storage yards	-	-	C	-	-	-
Automotive repair, including top, body, upholstery repair, paint, and tire re-treading shops	-	-	C	-	-	-
Bus repair	-	-	C	-	-	-
Dairy and food processing and manufacturing facilities	-	-	C	-	-	-
Drug manufacturing	-	-	C	-	-	-

(P) Permitted

(C) Conditional

(S) Special Use Permit

(-) Prohibited

~~(O) Oil and Gas Facility Permit~~~~(A) Administrative Review Permit~~

USE CATEGORIES	ZONE DISTRICT					
	A-1	A-2	A-3	RE	R-1-C	R-2
Dry cleaning plants	-	-	C	-	-	-
Electric and electronic equipment, including electronic distribution and electrical industrial	-	-	C	-	-	-
Fabricated metal, sheet metal shops, metal products manufacturing	-	-	C	-	-	-
Fuel and ice dealers	-	-	C	-	-	-
Furniture and fixtures	-	-	C	-	-	-
General building contractors	-	-	C	-	-	-
Instruments and related products	-	-	C	-	-	-
Leather and leather products, including tanning and finishing	-	-	C	-	-	-
Local and interurban passenger transit	C	C	C	-	-	-
<u>Light logistics center</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Lumber, building materials, and wood products	-	-	C	-	-	-
Meat processing and packaging, excluding meat packing and slaughter	-	-	C	-	-	-
Miscellaneous manufacturing industries	-	-	C	-	-	-
Paper products, except mills	-	-	C	-	-	-
Printing and publishing	-	-	C	-	-	-
Recreational vehicle storage	-	-	C	-	-	-
Special trade contractors	-	-	C	-	-	-
Special warehousing and storage	-	-	C	-	-	-
Textiles and apparel	-	-	C	-	-	-
Transportation services	-	-	C	-	-	-
Trucking and general warehousing, including mini-storage	-	-	C	-	-	-

USE CATEGORIES	ZONE DISTRICT					
	A-1	A-2	A-3	RE	R-1-C	R-2
Truck stops	C	C	C	-	-	-
Welding repair	-	-	C	-	-	-
Wholesale trade (durable and non-durable)	-	-	C	-	-	-
Light Manufacturing or Processing	-	-	-	-	-	-
Beverage manufacturing	-	-	-	-	-	-
Book binding	-	-	-	-	-	-
Canvas products manufacturing	-	-	-	-	-	-
Clothing or cloth manufacturing	-	-	-	-	-	-
Office and computing machines	-	-	-	-	-	-
Electronics manufacturing	-	-	-	-	-	-
Furnace installation, repair, and cleaning	-	-	-	-	-	-
Hosiery manufacturing	-	-	-	-	-	-
Machine shops	-	-	-	-	-	-
Machine tool manufacturing	-	-	-	-	-	-
Machinery sales	-	-	-	-	-	-
Public utility storage, yards, and service installments	-	-	-	-	-	-
Shoe manufacturing	-	-	-	-	-	-
Sign manufacturing, repair, and maintenance	-	-	-	-	-	-
Major Energy Facility	€	€	€	€	€	€
Moderate Manufacturing or Processing						
Can manufacturing	-	-	-	-	-	-
Candy product manufacturing (for sale off premises)	-	-	-	-	-	-
Cement, cinder block, concrete, lime or plaster manufacturing	-	-	-	-	-	-
Cosmetic and perfume manufacturing	-	-	-	-	-	-

(P) Permitted

(C) Conditional

(S) Special Use Permit

(-) Prohibited

(O) Oil and Gas Facility Permit

(A) Administrative Review Permit

USE CATEGORIES	ZONE DISTRICT					
	A-1	A-2	A-3	RE	R-1-C	R-2
Creosote manufacturing or treatment plant	-	-	-	-	-	-
Fat rendering production	-	-	-	-	-	-
Fertilizer manufacturing and processing	C	C	C	-	-	-
Forging plant and foundry	-	-	-	-	-	-
Glass or glass product manufacturing	-	-	-	-	-	-
<u>Hemp manufacturing and extraction</u>	=	=	=	=	=	=
Metal ingots, casting sheets, or bearings, forging or rolling mills	-	-	-	-	-	-
Millinery manufacturing	-	-	-	-	-	-
Mobile homes manufacturing and storage	-	-	-	-	-	-
Vacation camper manufacturing	-	-	-	-	-	-
Oil and Gas Facility	-	O	O	-	-	-
Accessory Outdoor Storage (up to 25% of the building area)*	-	-	-	-	-	-
Accessory Outdoor Storage (in excess of 25% and up to 100% of the building area)*	-	-	-	-	-	-
Outdoor Storage (in excess of 100% of the building area)*	-	-	-	-	-	-
MARIJUANA ESTABLISHMENTS						
Medical Marijuana Center	-	-	-	-	-	-
Retail Marijuana Store	-	-	-	-	-	-
Medical Marijuana Infused Products Manufacturer	-	-	-	-	-	-
Retail Marijuana Product Manufacturing Facility	-	-	-	-	-	-

<i>USE CATEGORIES</i>	ZONE DISTRICT					
	A-1	A-2	A-3	RE	R-1-C	R-2
Medical Marijuana Optional Premises Cultivation Operation	-	-	P	-	-	-
Retail Marijuana Cultivation Facility	-	-	P	-	-	-
Retail Marijuana Testing Facility	-	-	-	-	-	-

(P) Permitted **(C) Conditional** **(S) Special Use Permit** **(-) Prohibited**
(O) Oil and Gas Facility Permit **(A) Administrative Review Permit**

USE CATEGORIES	ZONE DISTRICT						
	R-3	R-4	MH	C-0	C-1	C-2	C-3
AGRICULTURAL USES							
Agricultural Businesses and Farming Operations	-	-	-	-	-	-	-
Animal farms	-	-	-	-	-	-	-
Animal Feeding Operation (AFO) and Concentrated Animal Feeding Operation (CAFO)	-	-	-	-	-	-	-
Aquaculture facility	-	-	-	-	-	-	-
Crop farming, excluding hemp	P	P	P	P	P	P	P
Crop farming, including hemp	-	-	-	-	-	-	-
Equestrian Arena, Commercial	-	-	-	-	-	-	-
Equestrian Arena, Personal	-	-	-	-	-	-	-
Agricultural Support Businesses and Services	-	-	-	-	-	-	-
Farm machinery sales and services	-	-	-	-	-	-	-
Farm supply sales	-	-	-	-	-	-	-
Grain mill	-	-	-	-	-	-	-
Grain elevators	-	-	-	-	-	-	-
Riding stables or academy	-	-	-	-	-	-	-
Nurseries	-	-	-	P	P	P	P
Forestry and Siviculture	-	-	-	-	-	-	-
Timbering and logging	-	-	-	-	-	-	-

USE CATEGORIES	ZONE DISTRICT						
	R-3	R-4	MH	C-0	C-1	C-2	C-3
RESIDENTIAL USES							
Accessory Dwelling Unit	P	P	-	P	P	P	P
Group Home for the Developmentally Disabled	C	C	C	-	-	-	-
Group Home for the Elderly	C	C	C	-	-	-	-
Group Living Facility (1 to 5 persons)	P	P	C	-	-	-	-
Group Living Facility (in excess of 5 persons)	C	C	C	-	-	-	-
Group Living Facility (with more than 1 registered sex offender)	C	C	C	-	-	-	-
Manufactured Home Park	C	C	C	C	C	-	-
Mobile Home Park	-	-	P	-	-	-	-
Multi-Family Dwelling	P	P	C	C	C	-	-
Single-Family Dwelling	C	C	P	C	-	-	-
Two-Family Dwelling	C	C	C	C	-	-	-
INSTITUTIONAL USES							
Funeral Home/Mortuary*	-	-	-	-	-	-	P
Funeral Home/Mortuary to include Cremation*	-	-	-	-	-	-	C
Halfway House*	-	-	-	-	-	-	-
Institutional Care	C	C	C	P	P	P	P
Boarding/rooming houses	C	C	C	P	P	P	P
Convalescent homes	C	C	C	P	P	P	P
Convents or monasteries	C	C	C	P	P	P	P
Foster homes	C	C	C	P	P	P	P
Hospitals/clinics	C	C	C	P	P	P	P
Nursing homes	C	C	C	P	P	P	P
Protective living facilities	C	C	C	P	P	P	P
Sanitariums	C	C	C	P	P	P	P
Sheltered care homes	C	C	C	P	P	P	P
Jails and Prisons	-	-	-	-	-	-	-
Jails	-	-	-	-	-	-	-
Penal institutions	-	-	-	-	-	-	-
Prisons	-	-	-	-	-	-	-
Neighborhood Indoor Uses	C	C	C	P	P	P	P
Branch libraries	C	C	C	P	P	P	P
Day care centers (day or nursery schools) (Adult* or Child)	C	C	C	P	P	P	P
Gymnasiums	C	C	C	P	P	P	P

(P) Permitted

(C) Conditional

(S) Special Use Permit

(-) Prohibited

(O) Oil and Gas Facility Permit

(A) Administrative Review Permit

<i>USE CATEGORIES</i>	ZONE DISTRICT						
	R-3	R-4	MH	C-0	C-1	C-2	C-3
Handball	C	C	C	P	P	P	P
Handball courts	C	C	C	P	P	P	P
Indoor recreational centers	C	C	C	P	P	P	P
Indoor skating rinks (ice or roller)	C	C	C	P	P	P	P
Indoor swimming pools	C	C	C	P	P	P	P
Neighborhood community or recreational centers	C	C	C	P	P	P	P
Public or private primary and secondary schools (excluding trade schools)	C	C	C	P	P	P	P
Racquetball	C	C	C	P	P	P	P
Tennis	C	C	C	P	P	P	P
Outdoor Public Uses	P	P	P	P	P	P	P
Arboretums	P	P	P	P	P	P	P
Areas for hiking	P	P	P	P	P	P	P
Cemeteries, with or without caretaker residences*	-	-	-	-	-	-	P
Garden plots	P	P	P	P	P	P	P
Nature areas	P	P	P	P	P	P	P
Picnic areas	P	P	P	P	P	P	P
Public areas for active recreational activities	P	P	P	P	P	P	P
Recreation-oriented parks	P	P	P	P	P	P	P
Wildlife sanctuaries	P	P	P	P	P	P	P
Places of Worship	C	C	C	P	P	P	P
Public Service	C	C	C	C	C	C	C
All government-owned facilities except landfills or mining facilities	C	C	C	C	C	C	C
Emergency service buildings or garages	C	C	C	C	C	C	C
Government offices	C	C	C	C	C	C	C
Utility substations or transmission and distribution facilities	C	C	C	C	C	C	C
Universities	-	-	-	C	C	C	C
COMMERCIAL USES							

USE CATEGORIES	ZONE DISTRICT						
	R-3	R-4	MH	C-0	C-1	C-2	C-3
Airports, Landing Strips and Heliports	-	-	-	-	-	-	-
Animal Hospitals	-	-	-	P	P	P	P
Automobile Service Stations	-	-	-	P	P	P	P
Car washes	-	-	-	P	P	P	P
Convenience stores with gas pumps where vehicles are serviced with minor repairs, oil changes, etc.	-	-	-	P	P	P	P
Gas stations	-	-	-	P	P	P	P
Bed and Breakfast Establishments	-	-	-	P	P	P	P
Campgrounds, Commercial	-	-	-	C	C	C	C
Camps	-	-	-	C	C	C	C
Campsites	-	-	-	C	C	C	C
Recreational vehicle parks	-	-	-	C	C	C	C
Tents	-	-	-	C	C	C	C
Trailer parks	-	-	-	C	C	C	C
Communications Towers, Commercial	-	-	-	C	C	C	C
Antenna arrays (satellite dishes)	-	-	-	C	C	C	C
Radio or TV broadcasting towers	-	-	-	C	C	C	C
Telecommunications towers	<u>-A</u>	<u>-A</u>	<u>-A</u>	<u>CA</u>	<u>CA</u>	<u>CA</u>	<u>CA</u>
Commercial Retail	-	-	-	P	P	P	P
Apparel and accessory stores	-	-	-	P	P	P	P
Building supplies	-	-	-	P	P	P	P
Cabinet sales	-	-	-	P	P	P	P
Dry cleaners	-	-	-	P	P	P	P
Engineering and management services	-	-	-	P	P	P	P
Food stores	-	-	-	P	P	P	P
Furniture and home furnishings stores	-	-	-	P	P	P	P
General merchandise stores	-	-	-	P	P	P	P

(P) Permitted

(C) Conditional

(S) Special Use Permit

(-) Prohibited

(O) Oil and Gas Facility Permit(A) Administrative Review Permit

USE CATEGORIES	ZONE DISTRICT						
	R-3	R-4	MH	C-0	C-1	C-2	C-3
Greenhouses (retail) and greenhouses with garden supplies	-	-	-	P	P	P	P
Health services	-	-	-	P	P	P	P
Legal services	-	-	-	P	P	P	P
Membership organizations	-	-	-	P	P	P	P
Miscellaneous retail except fuel dealers	-	-	-	P	P	P	P
Miscellaneous services	-	-	-	P	P	P	P
Social services except care facilities	-	-	-	P	P	P	P
Convenience Retail Store	-	-	-	P	P	P	P
Drive-In Establishments	-	-	-	C	C	P	P
Golf Course/Driving Range, Commercial	C	C	C	C	C	P	P
Heavy Retail and Heavy Services	-	-	-	-	-	C	C
Auto/truck rental/leasing	-	-	-	-	-	C	C
Automobile dealers	-	-	-	C	C	P	P
Automotive repair except top, body, upholstery repair, paint, and tire retreading shops	-	-	-	-	-	C	C
Automotive services except wrecking or towing storage yards	-	-	-	-	-	C	C
<u>Auto towing and storage yards</u>	-	-	-	-	-	-	-
Cabinet manufacturing with sales	-	-	-	-	-	C	C
Cold storage	-	-	-	-	-	C	C
Firewood sales, storage, and splitting	-	-	-	-	-	C	C
Flea market	-	-	-	-	-	C	C
Mobile home and manufactured housing dealers with mobile home sales office	-	-	-	-	-	C	C
Pawn shops	-	-	-	-	-	C	C
Radio and TV broadcasting station	-	-	-	-	-	C	C

USE CATEGORIES	ZONE DISTRICT						
	R-3	R-4	MH	C-0	C-1	C-2	C-3
Indoor Commercial Recreation/Entertainment	-	-	-	-	C	P	P
Assembly halls	-	-	-	-	C	P	P
Event Centers Auditoriums	-	-	-	-	C	P	P
Bowling alleys	-	-	-	-	C	P	P
Indoor sports arenas	-	-	-	-	C	P	P
Movie theaters	-	-	-	-	C	P	P
Physical fitness facilities	-	-	-	-	C	P	P
Pool arcades	-	-	-	-	C	P	P
Video arcades	-	-	-	-	C	P	P
Kennel, Commercial	-	-	-	-	C	C	C
Lodging, Commercial	-	-	-	C	P	P	P
Convention centers	-	-	-	C	P	P	P
Hotels	-	-	-	C	P	P	P
Motels	-	-	-	C	P	P	P
Massage Business	-	-	-	C	C	C	C
Off-Premise Advertising Devices	-	-	-	-	-	-	-
Office	-	-	-	P	P	P	P
Banking and other credit agencies (offices only)	-	-	-	P	P	P	P
Business services	-	-	-	P	P	P	P
Commodity brokers and services	-	-	-	P	P	P	P
Holding and other investments	-	-	-	P	P	P	P
Insurance carriers	-	-	-	P	P	P	P
Medical offices	-	-	-	P	P	P	P
Real estate	-	-	-	P	P	P	P
Security	-	-	-	P	P	P	P
Outdoor Commercial Recreation	-	-	-	-	C	C	C
Amusement parks	-	-	-	-	C	C	C
Archery ranges	-	-	-	-	C	C	C
Batting cages	-	-	-	-	C	C	C
Drive-in theaters	-	-	-	-	C	C	C
Go-cart establishments	-	-	-	-	C	C	C
Ice and roller skating rinks	-	-	-	-	C	C	C

(P) Permitted (C) Conditional (S) Special Use Permit (-) Prohibited
(O) Oil and Gas Facility Permit (A) Administrative Review Permit

USE CATEGORIES	ZONE DISTRICT						
	R-3	R-4	MH	C-0	C-1	C-2	C-3
Miniature golf establishments	-	-	-	-	C	C	C
Music arenas	-	-	-	-	C	C	C
Outdoor commercial amusement facilities	-	-	-	-	C	C	C
Pistol and shooting ranges	-	-	-	-	C	C	C
Theme parks	-	-	-	-	C	C	C
Water slides	-	-	-	-	C	C	C
Parking Lot, Commercial	-	-	-	-	C	C	C
Racing Facilities	-	-	-	-	-	-	-
Automobile racing	-	-	-	-	-	-	-
Dog tracks	-	-	-	-	-	-	-
Horse racing	-	-	-	-	-	-	-
Truck racing	-	-	-	-	-	-	-
Restaurants	-	-	-	C	P	P	P
Services	-	-	-	P	P	P	P
Sexually Oriented Business	-	-	-	-	-	-	-
Trade Schools	-	-	-	-	C	C	P
INDUSTRIAL USES							
Business Park Uses	-	-	-	C	C	C	C
Apparel and other finished products made from fabrics and similar materials	-	-	-	C	C	C	C
Arrangement of transportation of freight and cargo	-	-	-	C	C	C	C
Bakeries	-	-	-	C	C	C	C
Communications	-	-	-	C	C	C	C
Development and testing services	-	-	-	C	C	C	C
Measuring, analyzing, and controlling instrument manufacturing	-	-	-	C	C	C	C
Medical and optical goods	-	-	-	C	C	C	C
Motion picture production and allied services	-	-	-	C	C	C	C
Moving companies	-	-	-	C	C	C	C

USE CATEGORIES	ZONE DISTRICT						
	R-3	R-4	MH	C-0	C-1	C-2	C-3
Musical instruments and sporting/athletic goods manufacturing	-	-	-	C	C	C	C
Photographic	-	-	-	C	C	C	C
Research	-	-	-	C	C	C	C
Space research and technology	-	-	-	C	C	C	C
United states postal service	-	-	-	C	C	C	C
Watches and clocks	-	-	-	C	C	C	C
<u>Energy Facilities</u>							
<u>Major energy facility</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>
<u>Solar energy system, small-scale</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>
<u>Solar energy system, medium scale</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>C</u>	<u>C</u>
<u>Solar energy system, large-scale</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Extraction or Disposal Uses	C/S	C/S	C/S	C/S	C/S	C/S	C/S
Heavy Industry	-	-	-	-	-	-	-
Alcoholic beverage manufacturing	-	-	-	C	C	C	C
Asphalt and concrete production facilities	-	-	-	-	-	-	-
Auction yards with livestock	-	-	-	-	-	-	-
Automobile manufacturing	-	-	-	-	-	-	-
Chemical manufacturing	-	-	-	-	-	-	-
Chemicals and allied products manufacturing except drugs	-	-	-	-	-	-	-
Heavy construction contractors	-	-	-	-	-	-	-
<u>Heavy logistics center</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Manufactured homes	-	-	-	-	-	-	-
Meat processing, packing, packaging, and slaughterhouses	-	-	-	-	-	-	-
Paper, pulp, or paperboard mills	-	-	-	-	-	-	-

(P) Permitted

(C) Conditional

(S) Special Use Permit

(-) Prohibited

(O) Oil and Gas Facility Permit(A) Administrative Review Permit

USE CATEGORIES	ZONE DISTRICT						
	R-3	R-4	MH	C-0	C-1	C-2	C-3
Petroleum products manufacturing	-	-	-	-	-	-	-
Railroad transportation	-	-	-	-	-	-	-
Railroad yards	-	-	-	-	-	-	-
Rubber and miscellaneous plastics manufacturing	-	-	-	-	-	-	-
Salvage yards	-	-	-	-	-	-	-
Sawmills	-	-	-	-	-	-	-
Stone and clay products	-	-	-	-	-	-	-
The storage and disassembly of vehicles and the re-assembly of various parts	-	-	-	-	-	-	-
Trailer and truck manufacturing	-	-	-	-	-	-	-
Transportation equipment	-	-	-	-	-	-	-
Utility production or processing facilities	-	-	-	-	-	-	-
Heavy Manufacturing or Processing	-	-	-	-	-	-	-
Abrasive manufacturing	-	-	-	-	-	-	-
Acid manufacturing	-	-	-	-	-	-	-
Asbestos products manufacturing	-	-	-	-	-	-	-
Boiler or tank manufacturing	-	-	-	-	-	-	-
Bone reduction	-	-	-	-	-	-	-
Caustic soda manufacturing	-	-	-	-	-	-	-
Celluloid manufacturing	-	-	-	-	-	-	-
Coal, coke yards, or coal classifications	-	-	-	-	-	-	-
Detergent, soap, and by-products manufacturing using animal fat	-	-	-	-	-	-	-
Disinfectant, insecticide, or poison manufacturing	-	-	-	-	-	-	-
Distillation of bone, refuse, grain, and wood	-	-	-	-	-	-	-
Dye manufacturing	-	-	-	-	-	-	-
Felt manufacturing	-	-	-	-	-	-	-

USE CATEGORIES	ZONE DISTRICT						
	R-3	R-4	MH	C-0	C-1	C-2	C-3
Fossil fuel manufacturing	-	-	-	-	-	-	-
Fuel, oil, gasoline, and petroleum products (bulk storage and/or sale)	-	-	-	C	C	C	C
Hazardous waste treatment facility	-	-	-	-	-	-	-
Linseed oil, shellac, and turpentine manufacturing and refinery	-	-	-	-	-	-	-
Lubrication and grease manufacturing	-	-	-	-	-	-	-
Lumber mills, planing mills, and storage of logs	-	-	-	-	-	-	-
Oil compounding	-	-	-	-	-	-	-
Paint and enamel manufacturing	-	-	-	-	-	-	-
Pickle manufacturing	-	-	-	-	-	-	-
Recycling Facilities	-	-	-	-	-	-	-
Scrap processing or shredding yard	-	-	-	-	-	-	-
Smelting or refining of metal	-	-	-	-	-	-	-
Sugar and beet refining	-	-	-	-	-	-	-
Tar and waterproofing (materials manufacturing, treatment, and bulk storage)	-	-	-	-	-	-	-
Landscape Storage Yards*	-	-	-	-	-	-	-
Light Industry	-	-	-	-	-	-	-
Auction houses without livestock	-	-	-	-	-	-	-
Auto towing and storage yards	-	-	-	-	-	-	-
Automotive repair, including top, body, upholstery repair, paint, and tire re-treading shops	-	-	-	-	-	-	-
Bus repair	-	-	-	-	-	-	-
Dairy and food processing and manufacturing facilities	-	-	-	-	-	-	-
Drug manufacturing	-	-	-	-	-	-	-

(P) Permitted

(C) Conditional

(S) Special Use Permit

(-) Prohibited

~~(O) Oil and Gas Facility Permit~~~~(A) Administrative Review Permit~~

USE CATEGORIES	ZONE DISTRICT						
	R-3	R-4	MH	C-0	C-1	C-2	C-3
Dry cleaning plants	-	-	-	-	-	-	-
Electric and electronic equipment, including electronic distribution and electrical industrial	-	-	-	-	-	-	-
Fabricated metal, sheet metal shops, metal products manufacturing	-	-	-	-	-	-	-
Fuel and ice dealers	-	-	-	-	-	-	-
Furniture and fixtures	-	-	-	-	-	-	-
General building contractors	-	-	-	-	-	-	-
Instruments and related products	-	-	-	-	-	-	-
Leather and leather products, including tanning and finishing	-	-	-	-	-	-	-
Local and interurban passenger transit	-	-	-	-	-	-	-
<u>Light logistics center</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Lumber, building materials, and wood products	-	-	-	-	-	-	-
Meat processing and packaging, excluding meat packing and slaughter	-	-	-	-	-	-	-
Miscellaneous manufacturing industries	-	-	-	-	-	-	-
Paper products, except mills	-	-	-	-	-	-	-
Printing and publishing	-	-	-	-	-	-	-
Recreational vehicle storage	-	-	-	-	-	-	-
Special trade contractors	-	-	-	-	-	-	-
Special warehousing and storage	-	-	-	-	-	-	-
Textiles and apparel	-	-	-	-	-	-	-
Transportation services	-	-	-	-	-	-	-
Trucking and general warehousing, including mini-storage	-	-	-	-	-	-	-

USE CATEGORIES	ZONE DISTRICT						
	R-3	R-4	MH	C-0	C-1	C-2	C-3
Truck stops	-	-	-	-	-	-	-
Welding repair	-	-	-	-	-	-	-
Wholesale trade (durable and non-durable)	-	-	-	-	-	-	-
Light Manufacturing or Processing	-	-	-	-	-	-	-
Beverage manufacturing	-	-	-	-	-	-	-
Book binding	-	-	-	-	-	-	-
Canvas products manufacturing	-	-	-	-	-	-	-
Clothing or cloth manufacturing	-	-	-	-	-	-	-
Office and computing machines	-	-	-	-	-	-	-
Electronics manufacturing	-	-	-	-	-	-	-
Furnace installation, repair, and cleaning	-	-	-	-	-	-	-
Hosiery manufacturing	-	-	-	-	-	-	-
Machine shops	-	-	-	-	-	-	-
Machine tool manufacturing	-	-	-	-	-	-	-
Machinery sales	-	-	-	-	-	-	-
Public utility storage, yards, and service installments	-	-	-	-	-	-	-
Shoe manufacturing	-	-	-	-	-	-	-
Sign manufacturing, repair, and maintenance	-	-	-	-	-	-	-
Major Energy Facility	€	€	€	€	€	€	€
Moderate Manufacturing or Processing	-	-	-	-	-	-	-
Can manufacturing	-	-	-	-	-	-	-
Candy product manufacturing (for sale off premises)	-	-	-	-	-	-	-
Cement, cinder block, concrete, lime or plaster manufacturing	-	-	-	-	-	-	-
Cosmetic and perfume manufacturing	-	-	-	-	-	-	-

(P) Permitted

(C) Conditional

(S) Special Use Permit

(-) Prohibited

(O) Oil and Gas Facility Permit

(A) Administrative Review Permit

USE CATEGORIES	ZONE DISTRICT						
	R-3	R-4	MH	C-0	C-1	C-2	C-3
Creosote manufacturing or treatment plant	-	-	-	-	-	-	-
Fat rendering production	-	-	-	-	-	-	-
Fertilizer manufacturing and processing	-	-	-	-	-	-	-
Forging plant and foundry	-	-	-	-	-	-	-
Glass or glass product manufacturing	-	-	-	-	-	-	-
<u>Hemp manufacturing and extraction</u>	=	=	=	=	=	=	=
Metal ingots, casting sheets, or bearings, forging or rolling mills	-	-	-	-	-	-	-
Millinery manufacturing	-	-	-	-	-	-	-
Mobile homes manufacturing and storage	-	-	-	-	-	-	-
Vacation camper manufacturing	-	-	-	-	-	-	-
Oil and Gas Facility	-	-	-	O	O	O	O
Accessory Outdoor Storage (up to 25% of the building area)*	-	-	-	-	-	-	P
Accessory Outdoor Storage (in excess of 25% and up to 100% of the building area)*	-	-	-	-	-	-	-
Outdoor Storage (in excess of 100% of the building area)*	-	-	-	-	-	-	-
MARIJUANA ESTABLISHMENTS							
Medical Marijuana Center	-	-	-	-	-	-	P
Retail Marijuana Store	-	-	-	-	-	-	P
Medical Marijuana Infused Products Manufacturer	-	-	-	-	-	-	-
Retail Marijuana Product Manufacturing Facility	-	-	-	-	-	-	-
Medical Marijuana Optional Premises Cultivation Operation	-	-	-	-	-	-	P

<i>USE CATEGORIES</i>	ZONE DISTRICT						
	R-3	R-4	MH	C-0	C-1	C-2	C-3
Retail Marijuana Cultivation Facility	-	-	-	-	-	-	P
Retail Marijuana Testing Facility	-	-	-	-	-	-	-

USE CATEGORIES	ZONE DISTRICT						
	C-4	C-5	I-1	I-2	I-3	CO	P-L
AGRICULTURAL USES							
Agricultural Businesses and Farming Operations	-	-	-	-	-	-	-
Animal farms	-	-	-	-	-	-	-
Animal Feeding Operation (AFO) and Concentrated Animal Feeding Operation (CAFO)	C	P	P	P	P	-	-
Aquaculture facility	C	P	P	P	P	-	-
Crop farming, excluding hemp	P	P	P	P	P	P/C	P
Crop farming, including hemp	-	-	P	P	P	P/C	P
Equestrian Arena, Commercial	-	-	-	-	-	-	-
Equestrian Arena, Personal	-	-	-	-	-	-	-
Agricultural Support Businesses and Services	C	P	P	P	P	-	-
Farm machinery sales and services	C	P	P	P	P	-	-
Farm supply sales	C	P	P	P	P	-	-
Grain mill	C	P	P	P	P	-	-
Grain elevators	C	P	P	P	P	-	-
Riding stables or academy	C	P	P	P	P	-	-
Nurseries	P	P	P	P	P	P/C	P
Forestry and Silviculture	-	-	-	-	-	-	-
Timbering and logging	-	-	-	-	-	-	-

USE CATEGORIES	ZONE DISTRICT						
	C-4	C-5	I-1	I-2	I-3	CO	P-L
RESIDENTIAL USES							
Accessory Dwelling Unit	P	P	P	P	P	P	P
Group Home for the Developmentally Disabled	-	-	-	-	-	-	-
Group Home for the Elderly	-	-	-	-	-	-	-
Group Living Facility (1 to 5 persons)	-	-	-	-	-	-	-
Group Living Facility (in excess of 5 persons)	-	-	-	-	-	-	-
Group living facility (with more than 1 registered sex offender)	-	-	-	-	-	-	-
Manufactured Home Park	-	-	-	-	-	-	-
Mobile Home Park	-	-	-	-	-	-	-
Multi-Family Dwelling	-	-	-	-	-	-	-
Single-Family Dwelling	-	-	-	-	-	C	-
Two-Family Dwelling	-	-	-	-	-	-	-
INSTITUTIONAL USES							
Funeral Home/Mortuary*	P	P	P	P	P	-	-
Funeral Home/Mortuary to include Cremation*	C	C	P	P	P	-	-
Halfway House*	-	C	C	C	C	-	C
Institutional Care	P	P	P	P	P	-	P
Boarding/rooming houses	P	P	P	P	P	-	P
Convalescent homes	P	P	P	P	P	-	P
Convents or monasteries	P	P	P	P	P	-	P
Foster homes	P	P	P	P	P	-	P
Hospitals/clinics	P	P	P	P	P	-	P
Nursing homes	P	P	P	P	P	-	P
Protective living facilities	P	P	P	P	P	-	P
Sanitariums	P	P	P	P	P	-	P
Sheltered care homes	P	P	P	P	P	-	P
Jails and Prisons	-	C	C	C	C	-	C
Jails	-	C	C	C	C	-	C
Penal institutions	-	C	C	C	C	-	C
Prisons	-	C	C	C	C	-	C
Neighborhood Indoor Uses	P	P	P	P	P	-	P
Branch libraries	P	P	P	P	P	-	P
Day care centers (day or nursery schools) (Adult* or Child)	P	P	P	P	P	-	P
Gymnasiums	P	P	P	P	P	-	P

(P) Permitted

(C) Conditional

(S) Special Use Permit

(-) Prohibited

(O) Oil and Gas Facility Permit

(A) Administrative Review Permit

USE CATEGORIES	ZONE DISTRICT						
	C-4	C-5	I-1	I-2	I-3	CO	P-L
Handball	P	P	P	P	P	-	P
Handball courts	P	P	P	P	P	-	P
Indoor recreational centers	P	P	P	P	P	-	P
Indoor skating rinks (ice or roller)	P	P	P	P	P	-	P
Indoor swimming pools	P	P	P	P	P	-	P
Neighborhood community or recreational centers	P	P	P	P	P	-	P
Public or private primary and secondary schools (excluding trade schools)	P	P	P	P	P	-	P
Racquetball	P	P	P	P	P	-	P
Tennis	P	P	P	P	P	-	P
Outdoor Public Uses	P	P	P	P	P	P/ C	P
Arboretums	P	P	P	P	P	P/ C	P
Areas for hiking	P	P	P	P	P	P/ C	P
Cemeteries, with or without caretaker residences*	P	P	P	P	P	-	-
Garden plots	P	P	P	P	P	P/ C	P
Nature areas	P	P	P	P	P	P/ C	P
Picnic areas	P	P	P	P	P	P/ C	P
Public areas for active recreational activities	P	P	P	P	P	P/ C	P
Recreation-oriented parks	P	P	P	P	P	P/ C	P
Wildlife sanctuaries	P	P	P	P	P	P/ C	P
Places of Worship	P	P	P	C	C	-	-
Public Service	C	C	C	C	C	C	P
All government-owned facilities except landfills or mining facilities	C	C	C	C	C	C	P
Emergency service buildings or garages	C	C	C	C	C	C	P
Government offices	C	C	C	C	C	C	P
Utility substations or transmission and distribution facilities	C	C	C	C	C	C	P
Universities	C	C	C	C	C	-	P
COMMERCIAL USES							

USE CATEGORIES	ZONE DISTRICT						
	C-4	C-5	I-1	I-2	I-3	CO	P-L
Airports, Landing Strips and Heliports	-	-	C	C	C	-	C
Animal Hospitals	P	P	P	P	P	-	-
Automobile Service Stations	P	P	P	P	P	-	-
Car washes	P	P	P	P	P	-	-
Convenience stores with gas pumps where vehicles are serviced with minor repairs, oil changes, etc.	P	P	P	P	P	-	-
Gas stations	P	P	P	P	P	-	-
Bed and Breakfast Establishments	P	P	P	P	P	-	-
Campgrounds, Commercial	C	C	C	C	C	-	-
Camps	C	C	C	C	C	-	-
Campsites	C	C	C	C	C	-	-
Recreational vehicle parks	C	C	C	C	C	-	-
Tents	C	C	C	C	C	-	-
Trailer parks	C	C	C	C	C	-	-
Communications Towers, Commercial	C	C	C	C	C	-	-
Antenna arrays (satellite dishes)	C	C	C	C	C	-	-
Radio or TV broadcasting towers	C	C	C	C	C	-	-
Telecommunications towers	<u>CA</u>	<u>CA</u>	<u>CA</u>	<u>CA</u>	<u>CA</u>	<u>-A</u>	<u>-A</u>
Commercial Retail	P	P	P	P	P	-	-
Apparel and accessory stores	P	P	P	P	P	-	-
Building supplies	P	P	P	P	P	-	-
Cabinet sales	P	P	P	P	P	-	-
Dry cleaners	P	P	P	P	P	-	-
Engineering and management services	P	P	P	P	P	-	-
Food stores	P	P	P	P	P	-	-
Furniture and home furnishings stores	P	P	P	P	P	-	-
General merchandise stores	P	P	P	P	P	-	-

(P) Permitted

(C) Conditional

(S) Special Use Permit

(-) Prohibited

(O) Oil and Gas Facility Permit(A) Administrative Review Permit

USE CATEGORIES	ZONE DISTRICT						
	C-4	C-5	I-1	I-2	I-3	CO	P-L
Greenhouses (retail) and greenhouses with garden supplies	P	P	P	P	P	-	-
Health services	P	P	P	P	P	-	-
Legal services	P	P	P	P	P	-	-
Membership organizations	P	P	P	P	P	-	-
Miscellaneous retail except fuel dealers	P	P	P	P	P	-	-
Miscellaneous services	P	P	P	P	P	-	-
Social services except care facilities	P	P	P	P	P	-	-
Convenience Retail Store	P	P	P	P	P	-	-
Drive-In Establishments	P	P	P	P	P	-	-
Golf Course/Driving Range, Commercial	P	P	P	P	P	-	-
Heavy Retail and Heavy Services	C	C	P	P	P	-	-
Auto/truck rental/leasing	C	C	P	P	P	-	-
Automobile dealers	P	P	P	P	P	-	-
Automotive repair except top, body, upholstery repair, paint, and tire retreading shops	P	P	P	P	P	-	-
Automotive services except wrecking or towing storage yards	C	C	P	P	P	-	-
<u>Auto towing and storage yards</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>C</u>	<u>P</u>	<u>-</u>	<u>-</u>
Cabinet manufacturing with sales	C	C	P	P	P	-	-
Cold storage	C	C	P	P	P	-	-
Firewood sales, storage, and splitting	C	C	P	P	P	-	-
Flea market	C	C	P	P	P	-	-
Mobile home and manufactured housing dealers with mobile home sales office	C	C	P	P	P	-	-
Pawn shops	C	C	P	P	P	-	-
Radio and TV broadcasting station	C	C	P	P	P	-	-

USE CATEGORIES	ZONE DISTRICT						
	C-4	C-5	I-1	I-2	I-3	CO	P-L
Indoor Commercial Recreation/Entertainment	P	P	P	P	P	-	-
Assembly halls	P	P	P	P	P	-	-
Event Centers Auditoriums	P	P	P	P	P	-	C
Bowling alleys	P	P	P	P	P	-	-
Indoor sports arenas	P	P	P	P	P	-	-
Movie theaters	P	P	P	P	P	-	-
Physical fitness facilities	P	P	P	P	P	-	-
Pool arcades	P	P	P	P	P	-	-
Video arcades	P	P	P	P	P	-	-
Kennel, Commercial	C	C	C	C	C	-	-
Lodging, Commercial	P	P	P	P	P	-	-
Convention centers	P	P	P	P	P	-	-
Hotels	P	P	P	P	P	-	-
Motels	P	P	P	P	P	-	-
Massage Business	C	C	C	C	C	-	-
Off-Premise Advertising Devices	-	C	C	C	C	-	-
Office	P	P	P	P	P	-	-
Banking and other credit agencies (offices only)	P	P	P	P	P	-	-
Business services	P	P	P	P	P	-	-
Commodity brokers and services	P	P	P	P	P	-	-
Holding and other investments	P	P	P	P	P	-	-
Insurance carriers	P	P	P	P	P	-	-
Medical offices	P	P	P	P	P	-	-
Real estate	P	P	P	P	P	-	-
Security	P	P	P	P	P	-	-
Outdoor Commercial Recreation	C	C	C	C	C	-	-
Amusement parks	C	C	C	C	C	-	-
Archery ranges	C	C	C	C	C	-	-
Batting cages	C	C	C	C	C	-	-
Drive-in theaters	C	C	C	C	C	-	-
Go-cart establishments	C	C	C	C	C	-	-
Ice and roller skating rinks	C	C	C	C	C	-	-
Miniature golf establishments	C	C	C	C	C	-	-

(P) Permitted

(C) Conditional

(S) Special Use Permit

(-) Prohibited

(O) Oil and Gas Facility Permit

(A) Administrative Review Permit

USE CATEGORIES	ZONE DISTRICT						
	C-4	C-5	I-1	I-2	I-3	CO	P-L
Music arenas	C	C	C	C	C	-	-
Outdoor commercial amusement facilities	C	C	C	C	C	-	-
Pistol and shooting ranges	C	C	C	C	C	-	-
Theme parks	C	C	C	C	C	-	-
Water slides	C	C	C	C	C	-	-
Parking Lot, Commercial	P	P	P	P	P	-	-
Racing Facilities	C	C	C	C	C	-	-
Automobile racing	C	C	C	C	C	-	-
Dog tracks	C	C	C	C	C	-	-
Horse racing	C	C	C	C	C	-	-
Truck racing	C	C	C	C	C	-	-
Restaurants	P	P	P	P	P	-	-
Services	P	P	P	P	P	-	-
Sexually Oriented Business	P	P	P	P	P	-	-
Trade Schools	P	P	P	P	P	-	-
INDUSTRIAL USES							
Business Park Uses	P	P	P	P	P	-	-
Apparel and other finished products made from fabrics and similar materials	P	P	P	P	P	-	-
Arrangement of transportation of freight and cargo	P	P	P	P	P	-	-
Bakeries	P	P	P	P	P	-	-
Communications	P	P	P	P	P	-	-
Development and testing services	P	P	P	P	P	-	-
Measuring, analyzing, and controlling instrument manufacturing	P	P	P	P	P	-	-
Medical and optical goods	P	P	P	P	P	-	-
Motion picture production and allied services	P	P	P	P	P	-	-
Moving companies	P	P	P	P	P	-	-

USE CATEGORIES	ZONE DISTRICT						
	C-4	C-5	I-1	I-2	I-3	CO	P-L
Musical instruments and sporting/athletic goods manufacturing	P	P	P	P	P	-	-
Photographic	P	P	P	P	P	-	-
Research	P	P	P	P	P	-	-
Space research and technology	P	P	P	P	P	-	-
United states postal service	P	P	P	P	P	-	-
Watches and clocks	P	P	P	P	P	-	-
<u>Energy Facilities</u>							
<u>Major energy facility</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>
<u>Solar energy system, small-scale</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>C</u>	<u>P</u>
<u>Solar solar system, medium scale</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>-</u>	<u>C</u>
<u>Solar solar system, large-scale</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>-</u>	<u>C</u>
Extraction or Disposal Uses	C/S	C/S	C/S	C/S	C/S	-	-
Heavy Industry	-	-	C	P/ C	P/ C	-	-
Alcoholic beverage manufacturing	P	P	P	P	P	-	-
Asphalt and concrete production facilities	-	-	<u>-C</u>	<u>PC</u>	P	-	-
Auction yards with livestock	-	-	C	P	P	-	-
Automobile manufacturing	-	-	C	P	P	-	-
Chemical manufacturing	-	-	C	P	P	-	-
Chemicals and allied products manufacturing except drugs	-	-	C	P	P	-	-
Heavy construction contractors	-	-	C	P	P	-	-
<u>Heavy logistics center</u>	<u>-</u>	<u>-</u>	<u>C</u>	<u>P</u>	<u>P</u>	<u>-</u>	<u>-</u>
Manufactured homes	-	-	C	P	P	-	-
Meat processing, packing, packaging and slaughterhouses	-	-	C	P	P	-	-
Paper, pulp, or paperboard mills	-	-	C	P	P	-	-

(P) Permitted

(C) Conditional

(S) Special Use Permit

(-) Prohibited

(O) Oil and Gas Facility Permit(A) Administrative Review Permit

USE CATEGORIES	ZONE DISTRICT						
	C-4	C-5	I-1	I-2	I-3	CO	P-L
Petroleum products manufacturing	-	-	C	P	P	-	-
Railroad transportation	-	-	C	P	P	-	-
Railroad yard	C	P	P	P	P	-	-
Rubber and miscellaneous plastics manufacturing	-	-	C	P	P	-	-
Salvage yards	-	-	C	PC	P	-	-
Sawmills	-	-	C	PC	P	-	-
Stone and clay products	-	-	C	P	P	-	-
The storage and disassembly of vehicles and the re-assembly of various parts	-	-	C	PC	P	-	-
Trailer and truck manufacturing	-	-	C	P	P	-	-
Transportation equipment	-	-	C	P	P	-	-
Utility production or processing facilities	-	-	C	P	P	-	-
Heavy Manufacturing or Processing	-	-	-	C	P	-	-
Abrasive manufacturing	-	-	-	C	P	-	-
Acid manufacturing	-	-	-	C	C	-	-
Asbestos products manufacturing	-	-	-	C	C	-	-
Boiler or tank manufacturing	-	-	C	PC	P	-	-
Bone reduction	-	-	-	C	C	-	-
Caustic soda manufacturing	-	-	-	C	C	-	-
Celluloid manufacturing	-	-	-	C	P	-	-
Coal, coke yards, or coal classifications	-	-	-	C	C	-	-
Detergent, soap, and by-products manufacturing using animal fat	-	-	-	C	C	-	-
Disinfectant, insecticide, or poison manufacturing	-	-	-	C	C	-	-
Distillation of bone, refuse, grain, and wood	-	-	-	C	C	-	-
Dye manufacturing	-	-	-	C	C	-	-
Felt manufacturing	-	-	-	P	P	-	-

USE CATEGORIES	ZONE DISTRICT						
	C-4	C-5	I-1	I-2	I-3	CO	P-L
Fossil fuel manufacturing	-	-	-	C	C	-	-
Fuel, oil, gasoline, and petroleum products (bulk storage and/or sale)	-	-	P	<u>PC</u>	P	-	-
Hazardous waste treatment facility	-	-	-	C	C	-	-
Linseed oil, shellac, and turpentine manufacturing and refinery	-	-	-	C	C	-	-
Lubrication and grease manufacturing	-	-	-	P	C	-	-
Lumber mills, planing mills, and storage of logs	-	-	P	<u>PC</u>	P	-	-
Oil compounding	-	-	-	C	C	-	-
Paint and enamel manufacturing	-	-	C	C	C	-	-
Pickle manufacturing	-	-	P	<u>PC</u>	P	-	-
Recycling Facilities	-	-	C	C	C	-	--
Scrap processing or shredding yard	-	-	C	C	C	-	-
Smelting or refining of metal	-	-	C	C	C	-	-
Sugar and beet refining	-	-	P	<u>PC</u>	P	-	-
Tar and waterproofing (materials manufacturing, treatment, and bulk storage)	-	-	C	C	C	-	-
Landscape Storage Yards*	-	C	<u>CP</u>	P	P	-	-
Light Industry	-	C	P	P	P	-	-
Auction houses without livestock	-	C	P	P	P	-	-
Auto towing and storage yards	-	C	P	P	P	-	-
Automotive repair, including top, body, upholstery repair, paint, and tire re-treading shops	P	P	P	P	P	-	-
Bus repair	-	C	P	P	P	-	-
Dairy and food processing and manufacturing facilities	-	C	P	P	P	-	-
Drug manufacturing	-	C	P	P	P	-	-

(P) Permitted

(C) Conditional

(S) Special Use Permit

(-) Prohibited

(O) Oil and Gas Facility Permit(A) Administrative Review Permit

USE CATEGORIES	ZONE DISTRICT						
	C-4	C-5	I-1	I-2	I-3	CO	P-L
Dry cleaning plants	-	C	P	P	P	-	-
Electric and electronic equipment, including electronic distribution and electrical industrial	-	C	P	P	P	-	-
Fabricated metal, sheet metal shops, metal products manufacturing	-	C	P	P	P	-	-
Fuel and ice dealers	-	C	P	P	P	-	-
Furniture and fixtures	-	C	P	P	P	-	-
General building contractors	-	C	P	P	P	-	-
Instruments and related products	-	C	P	P	P	-	-
Leather and leather products, including tanning and finishing	-	C	P	P	P	-	-
Local and interurban passenger transit	-	C	P	P	P	-	-
<u>Light logistics center</u>	<u>-</u>	<u>C</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>-</u>	<u>-</u>
Lumber, building materials, and wood products	-	C	P	P	P	-	-
Meat processing and packaging, excluding meat packing and slaughter	-	C	P	P	P	-	-
Miscellaneous manufacturing industries	-	C	P	P	P	-	-
Paper products, except mills	-	C	P	P	P	-	-
Printing and publishing	-	C	P	P	P	-	-
Recreational vehicle storage	-	C	P	P	P	-	-
Special trade contractors	-	C	P	P	P	-	-
Special warehousing and storage	-	C	P	P	P	-	-
Textiles and apparel	-	C	P	P	P	-	-
Transportation services	-	C	P	P	P	-	-
Trucking and general warehousing, including mini-storage	-	C	P	P	P	-	-

USE CATEGORIES	ZONE DISTRICT						
	C-4	C-5	I-1	I-2	I-3	CO	P-L
Truck stops	C	P	P	P	P	-	-
Welding repair	-	C	P	P	P	-	-
Wholesale trade (durable and non-durable)	-	C	P	P	P	-	-
Light Manufacturing or Processing	-	C	P	P	P	-	-
Beverage manufacturing	-	C	P	P	P	-	-
Book binding	-	C	P	P	P	-	-
Canvas products manufacturing	-	C	P	P	P	-	-
Clothing or cloth manufacturing	-	C	P	P	P	-	-
Office and computing machines	-	C	P	P	P	-	-
Electronics manufacturing	-	C	P	P	P	-	-
Furnace installation, repair, and cleaning	-	C	P	P	P	-	-
Hosiery manufacturing	-	C	P	P	P	-	-
Machine shops	-	C	P	P	P	-	-
Machine tool manufacturing	-	C	P	P	P	-	-
Machinery sales	-	C	P	P	P	-	-
Public utility storage, yards, and service installments	-	C	P	P	P	-	-
Shoe manufacturing	-	C	P	P	P	-	-
Sign manufacturing, repair, and maintenance	-	C	P	P	P	-	-
Major Energy Facility	€	€	€	€	€	€	-
Moderate Manufacturing or Processing	-	-	C/P	P	P	-	-
Can manufacturing	-	-	P	P	P	-	-
Candy product manufacturing (for sale off premises)	-	C	P	P	P	-	-
Cement, cinder block, concrete, lime or plaster manufacturing	-	-	P/CP	P	P	-	-
Cosmetic and perfume manufacturing	-	-	P	P	P	-	-

(P) Permitted

(C) Conditional

(S) Special Use Permit

(-) Prohibited

(O) Oil and Gas Facility Permit

(A) Administrative Review Permit

USE CATEGORIES	ZONE DISTRICT						
	C-4	C-5	I-1	I-2	I-3	CO	P-L
Creosote manufacturing or treatment plant	-	-	C	C	C	-	-
Fat rendering production	-	-	P	P	P	-	-
Fertilizer manufacturing and processing	C	P	P	P	P	-	-
Forging plant and foundry			C	C	P	-	-
Glass or glass product manufacturing	-	-	P	P	P	-	-
<u>Hemp manufacturing and extraction</u>	<u>-</u>	<u>-</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>-</u>	<u>-</u>
Metal ingots, casting sheets, or bearings, forging or rolling mills	-	-	P	P	P	-	-
Millinery manufacturing	-	-	P	P	P	-	-
Mobile homes manufacturing and storage	-	-	C	P	P	-	-
Vacation camper manufacturing	-	-	P	P	P	-	-
Oil and Gas Facility	O	O	O	O	O	-	-
Accessory Outdoor Storage (up to 25% of the building area)*	P	P	P	P	P	-	-
Accessory Outdoor Storage (in excess of 25% and up to 100% of the building area)*	-	C	<u>CP</u>	P	P	-	-
Outdoor Storage (in excess of 100% of the building area)*	-	-	C	P/C	P/C	-	-
MARIJUANA ESTABLISHMENTS							
Medical Marijuana Center	P	P	P	P	P	-	-
Retail Marijuana Store	P	P	P	P	P	-	-
Medical Marijuana Infused Products Manufacturer	-	-	P	P	P	-	-
Retail Marijuana Product Manufacturing Facility	-	-	P	P	P	-	-
Medical Marijuana Optional Premises Cultivation Operation	P	P	P	P	P	-	-

USE CATEGORIES	ZONE DISTRICT						
	C-4	C-5	I-1	I-2	I-3	CO	P-L
Retail Marijuana Cultivation Facility	P	P	P	P	P	-	-
Retail Marijuana Testing Facility	-	-	P	P	P	-	-

*Adopted by the BOCC on December 13, 2010

3-07-02 SUMMARY OF DIMENSIONAL REQUIREMENTS

The following tables summarize the dimensional requirements in each zone district. These tables are provided for ease of comparing dimensional requirements between zone districts. Other standards or restrictions may apply within a specific zone district. The reader is advised to check the restrictions in the specific zone district section within these standards and regulations, review any restrictions within any overlay zone district which may further limit dimensional requirements, and review any performance standards applicable to the use.

ZONE DISTRICT		AGRICULTURE-1 (A-1)	AGRICULTURE-2 (A-2)	AGRICULTURE-3 (A-3)
MINIMUM LOT SIZE		2.5 acres	10 acres	35 acres
MINIMUM LOT WIDTH	W/Well AND Individual Sewage Disposal System	150 feet	425 feet	600 feet
	W/Public Water OR Sewer Facilities	100 feet		
MINIMUM SETBACKS FOR PRINCIPAL STRUCTURE	Front	30 feet	50 feet	50 feet
	Side Corner	30 feet	50 feet	50 feet
	Side	10 ft, or 1 ft per 2 ft of height, whichever is greater	10 feet, or 1 foot per 2 feet of height, whichever is greater	10 feet, or 1 foot per 2 feet of height, whichever is greater
	Rear	20 feet	20 feet	20 feet
	R.O.W.	State Highway or Arterial: 50 feet Local or Collector: 30 feet	State Highway or Arterial: 50 feet Local or Collector: 50 feet	State Highway or Arterial: 50 feet Local or Collector: 50 feet
SETBACK FROM SECTION LINES (Variations may be permitted if the Department of Public Works determines no additional right-of-way is required.)		120 feet	120 feet	120 feet
MINIMUM SETBACKS FOR ACCESSORY STRUCTURE OR AG. BUILDING	Front	At least 10' to the rear of the front structure line of the principal dwelling, or 100' from the front property line, whichever is less	At least 10' to the rear of the front structure line of the principal dwelling, or 100' from the front property line, whichever is less	At least 10' to the rear of the front structure line of the principal dwelling, or 100' from the front property line, whichever is less
	Side	10 ft, or 1 ft per 2 ft of height, whichever is greater	10 feet, or 1 foot per 2 feet of height, whichever is greater	10 feet, or 1 foot per 2 feet of height, whichever is greater
	Rear	10 feet	10 feet	10 feet
	R.O.W.	State Highway or Arterial: 50 feet Local or Collector: 30 feet	State Highway or Arterial: 50 feet Local or Collector: 50 feet	State Highway or Arterial: 50 feet Local or Collector: 50 feet

ZONE DISTRICT		AGRICULTURE-1 (A-1)	AGRICULTURE-2 (A-2)	AGRICULTURE-3 (A-3)
MAXIMUM HEIGHT	Dwelling and Non-Ag. Structure	35 feet	35 feet	35 feet
	Agriculture Structure	70 feet (25 feet on a lot established by a recorded subdivision plat)	70 feet (25 feet on a lot established by a recorded subdivision plat)	70 feet (25 feet on a lot established by a recorded subdivision plat)
	W/Well AND Indiv. Sewage Disposal System	6% of lot area (access, bldg. n/a without a principal dwelling)	N/A (access, bldg. n/a without a principal dwelling)	N/A
MAXIMUM STRUCTURE COVERAGE	W/Public Water OR Sewer	7.5% of lot area (access, bldg. n/a without a principal dwelling)		
	W/Public Water AND Sewer	12.5% of lot area (access, bldg. n/a without a principal dwelling)		
MINIMUM FLOOR AREA OF DWELLING	Single Story Dwelling	1,200 square feet	1,200 square feet	1,200 square feet
	Tri-Level Dwelling	1,200 square feet	1,200 square feet	1,200 square feet
	Bi-Level Or Two Story Dwelling	900 square feet on the 1 st floor plus 600 square feet on the 2 nd floor. (A lower level with more than 50% of its perimeter located more than 50% above grade level may be counted as floor area.)	900 square feet on the 1 st floor plus 600 square feet on the 2 nd floor. (A lower level with more than 50% of its perimeter located more than 50% above grade level may be counted as floor area.)	900 square feet on the 1 st floor plus 600 square feet on the 2 nd floor. (A lower level with more than 50% of its perimeter located more than 50% above grade level may be counted as floor area.)

ZONE DISTRICT	RESIDENTIAL ESTATE (R-E)	RESIDENTIAL-1-A and RESIDENTIAL-1-C (R-1-A and R-1-C)	
MINIMUM LOT SIZE	2.5 acres (well and septic) 1.0 acres (public water or sewer)	Corner Lots: 7,500 square feet	Internal Lots: 7,000 square feet
		N/A	
MINIMUM LOT WIDTH	W/Well AND Individual Sewage Disposal System	150 feet	
	W/Public Water OR Sewer Facilities	100 feet	
	Corner Lot	N/A	
	Internal Lot	N/A	
MINIMUM SETBACKS FOR PRINCIPAL STRUCTURE	Front	30 feet	
	Side Corner	30 feet	
	Side	17 feet one side or 5 feet from attached garage, 5 feet on the other side	
	Rear	20 feet	
	R.O.W.	15 feet	
SETBACK FROM SECTION LINES (Variations may be permitted if the Department of Public Works determines no additional right-of-way is required.)		State Highway or Arterial: 50 feet	State Highway or Arterial: 50 feet
		Local or Collector: 30 feet	Local or Collector: 20 feet
		120 feet	

ZONE DISTRICT		RESIDENTIAL ESTATE (R-E)	RESIDENTIAL-1-A and RESIDENTIAL-1-C (R-1-A and R-1-C)
MINIMUM SETBACKS FOR ACCESSORY STRUCTURE	Front	30 feet or equal to the principal dwelling, whichever is greater	At least equal to the principal dwelling or more
	Side Corner	30 feet or equal to the principal dwelling, whichever is greater	20 feet or equal to the principal dwelling, whichever is greater
	Side	20 feet	5 feet
	Rear	10 feet	5 feet
MAXIMUM HEIGHT	R.O.W.	State Highway or Arterial: 50 feet	State Highway or Arterial: 50 feet
	Dwelling	35 feet	25 feet
	Accessory Structure	25 feet	16 feet
MAXIMUM STRUCTURE COVERAGE	W/Well AND Individual Sewage Disposal System	12.5% of lot area	N/A
	W/Public Water OR Sewer	12.5% of lot area	N/A
	W/Public Water AND Sewer	12.5% of lot area	N/A
	Accessory Building	In no case shall an accessory building exceed twice the floor area of the principal structure on the lot unless the accessory building is an aircraft hangar. Aircraft hangers shall meet the performance standards for aircraft hangers.	900 square feet
MINIMUM FLOOR AREA OF DWELLING		1,800 square feet	1,250 square feet

ZONE DISTRICT	RESIDENTIAL TWO-FAMILY (R-2)		RESIDENTIAL MODERATE DENSITY (R-3)	RESIDENTIAL HIGH DENSITY (R-4)	MOBILE HOME DWELLING (MH)
MINIMUM LOT SIZE	Two-Family Lot: 4,500 square feet per dwelling unit		Attached Dwellings on Individual Lot: 2,500 square feet per dwelling	2 acres	5,000 square feet
	Single Family Lot				
	Corner Lot: 7,500 square feet	Internal Lot: 7,000 square feet	Attached Dwellings on One Lot: 9,500 square feet per three dwellings		
MAXIMUM DENSITY	N/A		14 dwelling units per acre	35 dwelling units per acre	N/A
MINIMUM LOT WIDTH	Two-Family Lot		Attached Dwellings on Individual Lot: 25 feet	200 feet	Mobile Homes less than or equal to 20 feet wide: 45 feet
	Corner Lot: 50 feet	Internal Lot: 45 feet			Mobile Homes more than 20 feet wide: 50 feet
	Single Family Lot		Attached Dwellings on One Lot: 150 feet		
MINIMUM SETBACKS FOR PRINCIPAL STRUCTURE	Front	20 feet	20 feet	25 feet	20 feet
	Side Corner	20 feet	20 feet	25 feet	20 feet
	Side	17 feet one side or 5 feet from attached garage, 5 feet on the other side, 0 feet along common wall of two- family dwelling	0 feet along common walls of adjoining dwelling units, 5 feet from end unit when units are located on individual lots, 20 feet from end unit when units are located on a single lot	25 feet	17 feet one side or 5 feet when lot includes accessory structure, 5 feet on the other side
	Rear	15 feet	20 feet	20 feet	15 feet
R.O.W.	State Highway or Arterial: 40 feet		State Highway or Arterial: 40 feet	State Highway or Arterial: 50 feet	State Highway or Arterial: 40 feet
	Local or Collector: 20 feet		Local or Collector: 20 feet	Local or Collector: 25 feet	Local or Collector: 20 feet

ZONE DISTRICT		RESIDENTIAL TWO-FAMILY (R-2)	RESIDENTIAL MODERATE DENSITY (R-3)	RESIDENTIAL HIGH DENSITY (R-4)	MOBILE HOME DWELLING (MH)
SETBACK FROM SECTION LINES (Variations may be permitted if the Dept. of Public Works determines no additional r.o.w. is required.)		100 feet	100 feet	100 feet	100 feet
SETBACK FROM OTHER ZONE DISTRICT BOUNDARY LINES		N/A	N/A	N/A	For All Structures: 25 feet
MINIMUM SETBACKS FOR ACCESSORY STRUCTURE	Front	20 feet	20 feet	50 feet	20 feet
	Side Corner	20 feet	20 feet	50 feet	20 feet
	Side	5 feet	5 feet	5 feet	5 feet
	Rear	5 feet	5 feet	5 feet	5 feet
R.O.W.		State Highway or Arterial: 40 feet	State Highway or Arterial: 40 feet	State Highway or Arterial: 50 feet	State Highway or Arterial: 40 feet
		Local or Collector: 20 feet	Local or Collector: 20 feet	Local or Collector: 50 feet	Local or Collector: 20 feet
MAXIMUM HEIGHT	Dwelling	25 feet	35 feet	70 feet	20 feet
	Accessory Structure	16 feet	16 feet	16 feet	10 feet
MAXIMUM ACCESSORY BUILDING COVERAGE		450 square feet per two-family dwelling unit, 900 square feet when used as a single- family dwelling	80 square feet per dwelling unit	80 square feet per dwelling unit	600 square feet
MINIMUM FLOOR AREA OF DWELLING	Two-family	1,000 square feet per dwelling unit	N/A	N/A	600 square feet
	Single Family	1,250 square feet	N/A	N/A	
	Efficiency Unit	N/A	450 square feet	450 square feet	
	One Bedroom	N/A	600 square feet	600 square feet	
	Two Bedroom	N/A	750 square feet	750 square feet	
	Three Bedroom	N/A	900 square feet	900 square feet	
	Four Bedroom	N/A	1,000 square feet	1,000 square feet	

ZONE DISTRICT	COMMERCIAL-0 & COMMERCIAL-1 (C-0 and C-1)	COMMERCIAL-2 & COMMERCIAL-3 (C-2 and C-3)	COMMERCIAL-4 & COMMERCIAL-5 (C-4 and C-5)
MINIMUM LOT SIZE	N/A	N/A	N/A
MINIMUM LOT WIDTH	75 feet	75 feet	100 feet
Front	25 feet	25 feet	25 feet
Side Corner	25 feet	25 feet	25 feet
Side	15 feet one side, 5 feet other side, 0 foot setbacks may be approved for fireproof structures	15 feet one side, 5 feet other side, 0 foot setbacks may be approved for fireproof structures	15 feet one side, 5 feet other side, 0 foot setbacks may be approved for fireproof structures
Rear	15 feet	15 feet	15 feet
R.O.W.	State Highway or Arterial: 75 feet	State Highway or Arterial: 75 feet	State Highway or Arterial: 75 feet
SETBACK FROM SECTION LINES (Variations may be permitted if the Dept. of Public Works determines no additional right-of-way is required.)	Local or Collector: 25 feet	Local or Collector: 25 feet	Local or Collector: 25 feet
MAXIMUM HEIGHT	100 feet	100 feet	100 feet
	25 feet	35 feet	35 feet
MAXIMUM FLOOR AREA PER COMMERCIAL USE	2,000 square feet	10,000 square feet	N/A
HOURS OF OPERATION	7:00 a.m. to 10:00 p.m.	7:00 a.m. to 12:00 a.m. when property abuts residentially zoned or used property	N/A

ZONE DISTRICTS		INDUSTRIAL-1 (I-1)	INDUSTRIAL-2 (I-2)	INDUSTRIAL-3 (I-3)
MINIMUM LOT SIZE		1 acre	2 acres	2 acres
MINIMUM LOT WIDTH		100 feet	125 feet	125 feet
MINIMUM SETBACKS FOR A STRUCTURE	Front	25 feet	25 feet	25 feet
	Side Corner	25 feet	25 feet	25 feet
	Side	15 feet one side, 5 feet other side, 0 foot setbacks may be approved for fireproof structures	15 feet one side, 5 feet other side, 0 foot setbacks may be approved for fireproof structures	15 feet one side, 5 feet other side, 0 foot setbacks may be approved for fireproof structures
	Rear	15 feet	15 feet	15 feet
	R.O.W.	State Highway or Arterial: 75 feet Local or Collector: 25 feet	State Highway or Arterial: 75 feet Local or Collector: 25 feet	State Highway or Arterial: 75 feet Local or Collector: 25 feet
SETBACK FROM SECTION LINES (Variations may be permitted if the Department of Public Works determines no additional right-of-way is required.)		145 feet	145 feet	145 feet
MAXIMUM HEIGHT		60 feet	75 feet	90 feet

3-08 AGRICULTURAL-1 DISTRICT (A-1)

3-08-01 PURPOSE

The purpose of the Agricultural-1 District is to provide a rural single-family dwelling district where the minimum lot area for a home site is intended to provide for a rural living experience. Limited farming uses are permitted including the keeping of a limited number of animals for individual homeowner's use. This district is primarily designed for the utilization and enjoyment of the County's rural environment.

3-08-02 PERMITTED PRINCIPAL USES

The following uses are permitted uses in an Agricultural-1 District, subject to building permit review and approval. Only one principal use shall be permitted per lot.

3-08-02-01 PERMITTED PRINCIPAL AGRICULTURAL USES

The following principal agricultural uses are permitted in an Agricultural-1 District as noted above:

1. Farming
2. Nurseries
3. Ranching
4. Equestrian Arena, Personal

3-08-02-02 PERMITTED PRINCIPAL RESIDENTIAL USES

The following principal residential uses are permitted in an Agricultural-1 District as noted above:

1. Single Family Dwelling
2. Group Living Facility (1 to 5 persons)

3-08-02-03 PERMITTED PRINCIPAL INSTITUTIONAL USES

The following principal institutional uses are permitted in an Agricultural-1 District as noted above:

1. Funeral Home/Mortuary ***Adopted by the BoCC on December 13, 2010**

2. Outdoor Public Uses (Excluding Cemeteries)

3-08-02-04 PERMITTED PRINCIPAL COMMERCIAL USES

The following principal commercial uses are permitted in an Agricultural-1 District as noted above:

1. Bed and Breakfast

3-08-03 PERMITTED ACCESSORY USES

In association with a permitted principal use, the following accessory uses are permitted, subject to building permit review and approval.

1. Agricultural, Accessory
2. Residential, Accessory

3-08-04 PERMITTED CONDITIONAL USES

The following uses are permitted in an Agricultural-1 District, subject to the issuance of a Conditional Use Permit from the Board of County Commissioners and building permit review and approval:

3-08-04-01 PERMITTED CONDITIONAL AGRICULTURAL USES

The following conditional agricultural uses are permitted in an Agricultural-1 District as noted above:

1. Agricultural Support Businesses and Services
2. Agricultural Business
3. Equestrian Arena, Commercial

3-08-04-02 PERMITTED CONDITIONAL RESIDENTIAL USES

The following conditional residential uses are permitted in an Agricultural-1 District as noted above:

1. Two-Family Dwelling
2. Group Living Facility (in excess of 5 persons)
3. Group Living Facility (with more than 1 registered sex offender), including Group home for the developmentally disabled, and Group home for the elderly.

3-08-04-03 PERMITTED CONDITIONAL INSTITUTIONAL USES

The following conditional institutional uses are permitted in an Agricultural-1 District as noted above:

1. Funeral Home/Mortuary to include Cremation ***Adopted by the BoCC on December 13, 2010**
2. Institutional Care
3. Neighborhood Indoor Uses
4. Outdoor Public Uses (Cemeteries) ***Adopted by the BoCC on December 13, 2010**
5. Places of Worship
6. Public Service
7. Universities

3-08-04-04 PERMITTED CONDITIONAL COMMERCIAL USES

The following conditional commercial uses are permitted in an Agricultural-1 District as noted above:

1. Airports, Landing Strips, and Heliports
2. Animal Hospitals
3. Campgrounds, Commercial
4. Communications Towers, Commercial
5. Golf Course/Driving Range, Commercial
6. Kennel, Commercial
7. Outdoor Commercial Recreation
8. Trade Schools

3-08-04-05 PERMITTED CONDITIONAL INDUSTRIAL USES

The following conditional industrial uses are permitted in an Agricultural-1 District as noted above:

1. Extraction and Disposal Uses (Except Oil and Gas Facilities shall be processed as an Oil and Gas Facility Permit; see Chapters 2 and 4).
2. Local and interurban passenger transit
3. Major Energy Facilities
4. Solar energy systems, small-scale

3.5. Solar energy systems, medium-scale**3-08-05 PERMITTED SPECIAL/TEMPORARY USES**

Special uses are permitted in an Agricultural-1 District, subject to the issuance of a Special Use Permit from the Board of Adjustment. Temporary uses are permitted in an Agricultural-1 District, subject to the issuance of a Temporary Use Permit from the Director of Community and Economic Development.

3-08-06 PROHIBITED USES

All uses: (1) not expressly identified as permitted uses in this Section; or (2) determined to be permitted by the Director of Community and Economic Development pursuant to Section 3-05-01 of these standards and regulations, are prohibited.

3-08-07 AREA AND HEIGHT STANDARDS**3-08-07-01 MINIMUM LOT SIZE REQUIREMENTS**

The minimum lot size requirement in an Agricultural-1 District shall be 2.5 acres.

3-08-07-02 MINIMUM LOT WIDTH REQUIREMENTS**3-08-07-02-01 *MINIMUM WITH WELL AND INDIVIDUAL SEWAGE DISPOSAL SYSTEM***

The minimum width of a lot in an Agricultural-1 District with a well and individual sewage disposal system shall be one-hundred-fifty (150) feet.

3-08-07-02-02 *MINIMUM WITH PUBLIC WATER OR SEWER FACILITIES*

The minimum width of a lot in an Agricultural-1 District with public water or sewer facilities shall be one-hundred (100) feet.

3-08-07-03 SETBACK AND DIMENSIONAL REQUIREMENTS FOR A PRINCIPAL STRUCTURE

3-08-07-03-01 *MINIMUM FRONT SETBACK*

The minimum front setback for a principal structure in an Agricultural-1 District shall be thirty (30) feet.

3-08-07-03-02 *MINIMUM SIDE CORNER SETBACK*

The minimum side corner setback for a principal structure in an Agricultural-1 District shall be thirty (30) feet.

3-08-07-03-03 *MINIMUM SIDE SETBACK*

The minimum side setback for a principal structure in an Agricultural-1 District shall be ten (10) feet, or one (1) foot per two (2) feet of height, whichever is greater.

3-08-07-03-04 *MINIMUM REAR SETBACK*

The minimum rear setback for a principal structure in an Agricultural-1 District shall be twenty (20) feet.

3-08-07-03-05 *MINIMUM R.O.W. SETBACK*

The minimum setback for a principal structure in an Agricultural-1 District from an arterial right-of-way shall be fifty (50) feet except a section line arterial right-of-way where the minimum setback shall be one-hundred-twenty (120) feet. The minimum setback from a collector or local road shall be thirty (30) feet.

3-08-07-03-06 *MINIMUM SETBACK FROM SECTION LINE FOR ALL STRUCTURES*

The minimum setback from a section line for a principal structure in an Agricultural-1 District shall be one-hundred-twenty (120) feet. Variations may be permitted if the Department of Public Works determines no additional right-of-way is required.

3-08-07-04 SETBACK AND DIMENSIONAL REQUIREMENTS FOR ACCESSORY STRUCTURES OR AGRICULTURE BUILDINGS**3-08-07-04-01 *MINIMUM FRONT SETBACK***

All accessory structures shall be setback at least ten (10) feet to the rear of the front structure line of the principal dwelling, or one-hundred (100) feet from the front property line, whichever is less.

3-08-07-04-02 *MINIMUM SIDE SETBACK*

The minimum side setback for accessory structures in an Agricultural-1 District shall be ten (10) feet, or one (1) foot per two (2) feet of height, whichever is greater.

3-08-07-04-03 *MINIMUM REAR SETBACK*

The minimum rear setback for accessory structures in an Agricultural-1 District shall be ten (10) feet.

3-08-07-04-04 *MINIMUM R.O.W. SETBACK*

All accessory structures shall be setback at least ten (10) feet to the rear of the front structure line of the principal dwelling, or one-hundred (100) feet from the front property line, whichever is less. The minimum setback from a section line for all accessory structures in an Agricultural-1 District shall be one-hundred-twenty (120) feet. Variations may be permitted if the Department of Public Works determines no additional right-of-way is required.

3-08-07-04-05 *MINIMUM SETBACK FROM SECTION LINE FOR ALL ACCESSORY STRUCTURES*

The minimum setback from a section line for all accessory structures in an Agricultural-1 District shall be one-hundred-twenty (120) feet. Variations may be permitted if the Department of Public Works determines no additional right-of-way is required. Accessory buildings shall not be constructed prior to the principal dwelling on a lot.

3-08-07-05 MAXIMUM HEIGHT

3-08-07-05-01 *DWELLINGS AND ACCESSORY STRUCTURES*

The maximum height of dwellings and accessory structures in an Agricultural-1 District shall be thirty-five (35) feet.

3-08-07-05-02 *AGRICULTURAL STRUCTURES*

The maximum height of agricultural structures in an Agricultural-1 District shall be seventy (70) feet, except for structures located on a lot established by a recorded subdivision plat, where the maximum shall be twenty-five (25) feet.

3-08-07-06 MAXIMUM STRUCTURE COVERAGE

3-08-07-06-01 *LOT SERVED BY WELL AND INDIVIDUAL SEWAGE DISPOSAL SYSTEM*

The maximum structure coverage on a lot served by a well and individual sewage disposal system in an Agricultural-1 District shall be 6% of lot area.

3-08-07-06-02 *LOT SERVED BY PUBLIC WATER OR SEWER*

The maximum structure coverage on a lot served by public water or sewer in an Agricultural-1 District shall be 7.5% of lot area.

3-08-07-06-03 *LOT SERVED BY PUBLIC WATER AND SEWER*

The maximum structure coverage on a lot served by public water and sewer in an Agricultural-1 District shall be 12.5% of lot area.

3-08-07-06-04 *ACCESSORY BUILDING COVERAGE*

In no case shall an accessory building exceed twice the floor area of the principal structure on the lot unless the accessory building is an aircraft hangar. Aircraft hangars shall meet the performance standards for aircraft hangars. Accessory buildings shall not be constructed prior to the principal dwelling on a lot.

3-08-07-07 MINIMUM FLOOR AREA OF DWELLINGS

3-08-07-07-01 *SINGLE STORY DWELLING*

The minimum floor area of a single story dwelling in an Agricultural-1 District shall be twelve hundred (1,200) square feet.

3-08-07-07-02 *TRI-LEVEL DWELLING*

The minimum floor area of a tri-level dwelling in an Agricultural-1 District shall be twelve hundred (1,200) square feet.

3-08-07-07-03 *BI-LEVEL OR TWO STORY*

The minimum floor area of a bi-level or two story dwelling in an Agricultural-1 District shall be nine hundred (900) square feet on the 1st floor plus six hundred (600) square feet on the 2nd floor. A lower level with more than 50% of its perimeter located more than 50% above grade level may be counted as floor area.

**3-08-08 RELATIONSHIP TO DESIGN REQUIREMENTS AND
PERFORMANCE STANDARDS**

All design requirements and performance standards for specific uses contained in Chapter 4 of these standards and regulations shall apply in an Agricultural-1 District unless inconsistent with a provision contained in Section 3-08, in which case the specific standard or requirement contained in Section 3-08 shall apply.

3-09 AGRICULTURAL-2 DISTRICT (A-2)

3-09-01 PURPOSE

The purpose of the Agricultural-2 District is to provide a district for rural subdivisions of at least ten (10) acres in size where adequate provisions are made for internal and external roads and access, water and sewer facilities, fire protection and other emergency services, and other public services and utilities. Farming uses are permitted, including the cultivation of land and the keeping of a limited number of animals.

3-09-02 PERMITTED PRINCIPAL USES

The following uses are permitted uses in an Agricultural-2 District, subject to building permit review and approval. Only one (1) principal use shall be permitted per lot.

3-09-02-01 PERMITTED PRINCIPAL AGRICULTURAL USES

The following principal agricultural uses are permitted in an Agricultural-2 District as noted above:

1. Farming
2. Nurseries
3. Ranching
4. Equestrian Arena, Personal

3-09-02-02 PERMITTED PRINCIPAL RESIDENTIAL USES

The following principal residential uses are permitted in an Agricultural-2 District as noted above:

1. Single Family Dwelling
2. Group Living Facility (1 to 5 persons)

3-09-02-03 PERMITTED PRINCIPAL INSTITUTIONAL USES

The following principal institutional uses are permitted in an Agricultural-2 District as noted above:

1. Funeral Home/Mortuary ***Adopted by the BoCC on December 13, 2010**

2. Outdoor Public Uses (Excluding Cemeteries)

3-09-02-04 PERMITTED PRINCIPAL COMMERCIAL USES

The following principal commercial uses are permitted in an Agricultural-2 District as noted above:

1. Bed and Breakfast

3-09-02-05 PERMITTED PRINCIPAL INDUSTRIAL USES

The following principal industrial uses are permitted in an Agricultural-2 District as noted above:

1. Solar energy systems, small-scale

3-09-03 PERMITTED ACCESSORY USES

In association with a permitted principal use, the following accessory uses are permitted, subject to building permit review and approval.

1. Agricultural, Accessory
2. Residential, Accessory

3-09-04 PERMITTED CONDITIONAL USES

The following uses are permitted in an Agricultural-2 District, subject to the issuance of a Conditional Use Permit from the Board of County Commissioners and building permit review and approval:

3-09-04-01 PERMITTED CONDITIONAL AGRICULTURAL USES

The following conditional agricultural uses are permitted in an Agricultural-2 District as noted above:

1. Agricultural Support Businesses and Services
2. Agricultural Business
3. Equestrian Arena, Commercial

3-09-04-02 PERMITTED CONDITIONAL RESIDENTIAL USES

The following conditional residential uses are permitted in an Agricultural-2 District as noted above:

1. Two-Family Dwelling
2. Group Living Facility (in excess of 5 persons)
3. Group Living Facility (with more than 1 registered sex offender), including Group home for the developmentally disabled, and Group home for the elderly.

3-09-04-03 PERMITTED CONDITIONAL INSTITUTIONAL USES

The following conditional institutional uses are permitted in an Agricultural-2 District as noted above:

1. Funeral Home/Mortuary to include Cremation ***Adopted by the BoCC on December 13, 2010**
2. Institutional Care
3. Neighborhood Indoor Uses
4. Places of Worship
5. Outdoor Public Uses (Cemeteries) ***Adopted by the BoCC on December 13, 2010**
6. Public Service
7. Universities

3-09-04-04 PERMITTED CONDITIONAL COMMERCIAL USES

The following conditional commercial uses are permitted in an Agricultural-2 District as noted above:

1. Airports, Landing Strips, and Heliports
2. Animal Hospitals
3. Campgrounds, Commercial
4. Communications Towers, Commercial
5. Golf Course/Driving Range, Commercial
6. Kennel, Commercial
7. Outdoor Commercial Recreation
8. Parking Lot, Commercial
9. Trade Schools

3-09-04-05 PERMITTED CONDITIONAL INDUSTRIAL USES

The following conditional industrial uses are permitted in an Agricultural-2 District as noted above:

1. Extraction and Disposal Uses (Inert fills may be processed as a Special Use Permit, Conditional Use Permit or Certificate of Designation pursuant to Chapter 2; (Except Oil and Gas Facilities shall be processed as an Oil and Gas Facility Permit; see Chapters 2 and 4).
2. Heavy Industry Uses ~~(Excluding Solid Waste Transfer Stations and Scrap Tire Recycling Facilities), including salvage yards, pickle manufacturing, and local and interurban passenger transit of auction yards with livestock; meat processing, packing, packaging and slaughterhouses; railroad yard; railroad transportation; and utility production or processing facilities~~
3. Major Energy Facilities
4. Solar energy systems, medium-scale
- 3.5. Solar energy systems, large-scale

3-09-05 PERMITTED SPECIAL/TEMPORARY USES

Special uses are permitted in an Agricultural-2 District, subject to the issuance of a Special Use Permit from the Board of Adjustment. Temporary uses are permitted in an Agricultural-2 District, subject to the issuance of a Temporary Use Permit from the Director of Community and Economic Development.

3-09-06 OIL AND GAS FACILITIES

Oil and Gas Facilities are permitted in an Agricultural-2 District, subject to the issuance of an Oil and Gas Facility Permit. Allowance in the zone district does not guarantee the issuance of an Oil and Gas Facility Permit.

3-09-07 PROHIBITED USES

All uses: (1) not expressly identified as permitted uses in this Section; or (2) determined to be permitted by the Director of Community and Economic Development pursuant to Section 3-05-01 of these standards and regulations, are prohibited.

3-09-08 AREA AND HEIGHT STANDARDS

3-09-08-01 MINIMUM LOT SIZE REQUIREMENTS

The minimum lot size requirement in an Agricultural-2 District shall be ten (10) acres.

3-09-08-02 MINIMUM LOT WIDTH REQUIREMENTS

The minimum width of a lot in an Agricultural-2 District shall be four-hundred-twenty-five (425) feet.

3-09-08-03 SETBACK AND DIMENSIONAL REQUIREMENTS FOR A PRINCIPAL STRUCTURE

3-09-08-03-01 *MINIMUM FRONT SETBACK*

The minimum front setback for a principal structure in an Agricultural-2 District shall be fifty (50) feet.

3-09-08-03-02 *MINIMUM SIDE CORNER SETBACK*

The minimum side corner setback for a principal structure in an Agricultural-2 District shall be fifty (50) feet.

3-09-08-03-03 *MINIMUM SIDE SETBACK*

The minimum side setback for a principal structure in an Agricultural-2 District shall be ten (10) feet, or one (1) foot per two (2) feet of height, whichever is greater.

3-09-08-03-04 *MINIMUM REAR SETBACK*

The minimum rear setback for a principal structure in an Agricultural-2 District shall be twenty (20) feet.

3-09-08-03-05 *MINIMUM R.O.W. SETBACK*

The minimum setback for a principal structure in an Agricultural-2 District from an arterial right-of-way shall be fifty (50) feet except a section line arterial right-of-way where the minimum setback shall be one-hundred-twenty (120) feet. The minimum setback from a collector or local road shall be fifty (50) feet.

3-09-08-03-06 *MINIMUM SETBACK FROM SECTION LINE FOR ALL STRUCTURES*

The minimum setback from a section line for a principal structure or agricultural building in an Agricultural-2 District shall be one-hundred-twenty (120) feet. Variations may be permitted if the Department of Public Works determines no additional right-of-way is required.

3-09-08-04 *SETBACK AND DIMENSIONAL REQUIREMENTS FOR ACCESSORY STRUCTURES OR AGRICULTURE BUILDINGS***3-09-08-04-01 *MINIMUM FRONT SETBACK***

All accessory structures shall be setback at least ten (10) feet to the rear of the front structure line of the principal dwelling, or one-hundred (100) feet from the front property line, whichever is less.

3-09-08-04-02 *MINIMUM SIDE SETBACK*

The minimum side setback for accessory structures in an Agricultural-2 District shall be ten (10) feet, or one (1) foot per two (2) feet of height, whichever is greater.

3-09-08-04-03 *MINIMUM REAR SETBACK*

The minimum rear setback for accessory structures in an Agricultural-2 District shall be ten (10) feet.

3-09-08-04-04 *MINIMUM R.O.W. SETBACK*

All accessory structures shall be setback at least ten (10) feet to the rear of the front structure line of the principal dwelling, or one-hundred (100) feet from the front property line, whichever is less. The minimum setback from a section line for all accessory structures in an Agricultural-2 District shall be one-hundred-twenty (120) feet. Variations may be permitted if the Department of Public Works determines no additional right-of-way is required.

3-09-08-04-05 *MINIMUM SETBACK FROM SECTION LINE FOR ALL ACCESSORY STRUCTURES*

The minimum setback from a section line for all accessory structures in an Agricultural-2 District shall be one-hundred-twenty (120) feet. Variations may

be permitted if the Department of Public Works determines no additional right-of-way is required.

3-09-08-05 MAXIMUM HEIGHT

3-09-08-05-01 *DWELLINGS AND ACCESSORY STRUCTURES*

The maximum height of dwellings and accessory structures in an Agricultural-2 District shall be thirty-five (35) feet.

3-09-08-05-02 *AGRICULTURAL STRUCTURES*

The maximum height of agricultural structures in an Agricultural-2 District shall be seventy (70) feet, except for structures located on a lot established by a recorded subdivision plat, where the maximum shall be twenty-five (25) feet.

3-09-08-06 MAXIMUM STRUCTURE COVERAGE

The maximum structure coverage on a lot in an Agricultural-2 District shall not be limited. Accessory buildings shall not be constructed prior to the principal dwelling on a lot.

3-09-08-07 MINIMUM FLOOR AREA OF DWELLINGS

3-09-08-07-01 *SINGLE STORY DWELLING*

The minimum floor area of a single story dwelling in an Agricultural-2 District shall be twelve hundred (1,200) square feet.

3-09-08-07-02 *TRI-LEVEL DWELLING*

The minimum floor area of a tri-level dwelling in an Agricultural-2 District shall be twelve hundred (1,200) square feet.

3-09-08-07-03 *BI-LEVEL OR TWO STORY*

The minimum floor area of a bi-level or two story dwelling in an Agricultural-2 District shall be nine hundred (900) square feet on the 1st floor plus six hundred (600) square feet on the 2nd floor. A lower level with more than 50% of its perimeter located more than 50% above grade level may be counted as floor area.

**3-09-09 RELATIONSHIP TO DESIGN REQUIREMENTS AND
PERFORMANCE STANDARDS**

All design requirements and performance standards for specific uses contained in Chapter 4 of these standards and regulations shall apply in an Agricultural-2 District unless inconsistent with a provision contained in Section 3-09, in which case the specific standard or requirement contained in Section 3-09 shall apply.

3-10 AGRICULTURAL-3 DISTRICT (A-3)

3-10-01 PURPOSE

The purpose of the Agricultural-3 District is to provide land primarily in holdings of at least thirty-five (35) acres for dryland or irrigated farming, pasturage, or other related food production uses.

3-10-02 PERMITTED PRINCIPAL USES

The following uses are permitted uses in an Agricultural-3 District, subject to building permit review and approval. Only one (1) principal use shall be permitted per lot.

3-10-02-01 PERMITTED PRINCIPAL AGRICULTURAL USES

The following principal agricultural uses are permitted in an Agricultural-3 District as noted above:

1. Farming
2. Nurseries
3. Ranching
4. Equestrian Arena, Personal

3-10-02-02 PERMITTED PRINCIPAL RESIDENTIAL USES

The following principal residential uses are permitted in an Agricultural-3 District as noted above:

1. Single Family Dwelling
2. Group Living Facility (1 to 5 persons)

3-10-02-03 PERMITTED PRINCIPAL INSTITUTIONAL USES

The following principal institutional uses are permitted in an Agricultural-3 District as noted above:

1. Funeral Home/Mortuary ***Adopted by the BoCC on December 13, 2010**
2. Outdoor Public Uses

3. Places of Worship (subject to performance standards in Section 4-07-02-04)

3-10-02-04 PERMITTED PRINCIPAL COMMERCIAL USES

The following principal commercial uses are permitted in an Agricultural-3 District as noted above:

1. Bed and Breakfast

3-10-02-05 PERMITTED PRINCIPAL INDUSTRIAL USES

The following principal industrial uses are permitted in an Agricultural-3 District as noted above:

1. Solar energy systems, small-scale
2. Solar energy systems, medium-scale

3-10-02-053-10-02-06 PERMITTED PRINCIPAL MARIJUANA ESTABLISHMENTS

The following principal marijuana establishments are permitted in an Agricultural-3 District as noted above:

1. Medical Marijuana Optional Premises Cultivation Operation
2. Retail Marijuana Cultivation Facility

3-10-03 PERMITTED ACCESSORY USES

In association with a permitted principal use, the following accessory uses are permitted, subject to building permit review and approval.

1. Agricultural, Accessory
2. Residential, Accessory

3-10-04 PERMITTED CONDITIONAL USES

The following uses are permitted in an Agricultural-3 District, subject to the issuance of a Conditional Use Permit from the Board of County Commissioners and building permit review and approval:

3-10-04-01 PERMITTED CONDITIONAL AGRICULTURAL USES

The following conditional agricultural uses are permitted in an Agricultural-3 District as noted above:

1. Agricultural Support Businesses and Services
2. Agricultural Business
3. Equestrian Arena, Commercial

3-10-04-02 PERMITTED CONDITIONAL RESIDENTIAL USES

The following conditional residential uses are permitted in an Agricultural-3 District as noted above:

1. Two-Family Dwelling
2. Group Living Facility (in excess of 5 persons)
3. Group Living Facility (with more than 1 registered sex offender), including Group home for the developmentally disabled, and Group home for the elderly.

3-10-04-03 PERMITTED CONDITIONAL INSTITUTIONAL USES

The following conditional institutional uses are permitted in an Agricultural-3 District as noted above:

1. Funeral Home/Mortuary to include Cremation ***Adopted by the BoCC on December 13, 2010**
2. Halfway House ***Adopted by the BoCC on December 13, 2010**
3. Institutional Care
4. Jails and Prisons
5. Neighborhood Indoor Uses
6. Public Service
7. Universities

3-10-04-04 PERMITTED CONDITIONAL COMMERCIAL USES

The following conditional commercial uses are permitted in an Agricultural-3 District as noted above:

1. Airports, Landing Strips, and Heliports

2. Animal Hospitals
3. Campgrounds, Commercial
4. Communications Towers, Commercial
5. Golf Course/Driving Range, Commercial
6. Heavy Retail and Heavy Services
7. Kennel, Commercial
8. Outdoor Commercial Recreation
9. Parking Lot, Commercial
10. Racing Facilities
11. Services
12. Trade Schools

3-10-04-05 **PERMITTED CONDITIONAL INDUSTRIAL USES**

The following conditional industrial uses are permitted in an Agricultural-3 District as noted above:

1. Extraction and Disposal Uses (Inert fills may be processed as a Special Use Permit, Conditional Use Permit or Certificate of Designation pursuant to Chapter 2; Except Oil and Gas Facilities shall be processed as an Oil and Gas Facility Permit; see Chapters 2 and 4.)
2. Heavy Industry (Excluding Solid Waste Transfer Stations and Scrap Tire Recycling Facilities)
3. Landscape Storage Yards
4. Light Industry, including bone reduction, and pickle manufacturing. (Excluding all other Light, Heavy and Moderate Manufacturing or Processing uses)
5. Major Energy Facilities
- 5.6. Solar energy systems, large-scale
- 6.7. Recycling Facility ***Adopted by the BoCC on December 13, 2010**

3-10-05 **PERMITTED SPECIAL/TEMPORARY USES**

Special uses are permitted in an Agricultural-3 District, subject to the issuance of a Special Use Permit from the Board of Adjustment. Temporary uses are permitted in

an Agricultural-3 District, subject to the issuance of a Temporary Use Permit from the Director of Community and Economic Development.

3-10-06 OIL AND GAS FACILITIES

Oil and Gas Facilities are permitted in an Agricultural-3 District, subject to the issuance of an Oil and Gas Facility Permit. Allowance in the zone district does not guarantee the issuance of an Oil and Gas Facility Permit.

3-10-07 PROHIBITED USES

All uses: (1) not expressly identified as permitted uses in this Section; or (2) determined to be permitted by the Director of Community and Economic Development pursuant to Section 3-05-01 of these standards and regulations, are prohibited.

3-10-08 AREA AND HEIGHT STANDARDS

3-10-08-01 MINIMUM LOT SIZE REQUIREMENTS

The minimum lot size requirement in an Agricultural-3 District shall be thirty-five (35) acres.

3-10-08-02 MINIMUM LOT WIDTH REQUIREMENTS

The minimum width of a lot or parcel in an Agricultural-3 District shall be six hundred (600) feet.

3-10-08-03 SETBACK AND DIMENSIONAL REQUIREMENTS FOR A PRINCIPAL STRUCTURE

3-10-08-03-01 *MINIMUM FRONT SETBACK*

The minimum front setback for a principal structure in an Agricultural-3 District shall be fifty (50) feet.

3-10-08-03-02 *MINIMUM SIDE CORNER SETBACK*

The minimum side corner setback for a principal structure in an Agricultural-3 District shall be fifty (50) feet.

3-10-08-03-03 *MINIMUM SIDE SETBACK*

The minimum side setback for a principal structure in an Agricultural-3 District shall be ten (10) feet, or one (1) foot per two (2) feet of height, whichever is greater.

3-10-08-03-04 *MINIMUM REAR SETBACK*

The minimum rear setback for a principal structure in an Agricultural-3 District shall be twenty (20) feet.

3-10-08-03-05 *MINIMUM R.O.W. SETBACK*

The minimum setback for a principal structure in an Agricultural-3 District from an arterial right-of-way shall be fifty (50) feet except a section line arterial right-of-way where the minimum setback shall be one-hundred-twenty (120) feet. The minimum setback from a collector or local road shall be fifty (50) feet.

3-10-08-03-06 *MINIMUM SETBACK FROM SECTION LINE FOR ALL STRUCTURES*

The minimum setback from a section line for a principal structure or agricultural building in an Agricultural-3 District shall be one-hundred-twenty (120) feet. Variations may be permitted if the Department of Public Works determines no additional right-of-way is required.

3-10-08-04 *SETBACK AND DIMENSIONAL REQUIREMENTS FOR ACCESSORY STRUCTURES OR AGRICULTURE BUILDINGS***3-10-08-04-01 *MINIMUM FRONT SETBACK***

All accessory structures shall be setback at least ten (10) feet to the rear of the front structure line of the principal dwelling, or one hundred (100) feet from the front property line, whichever is less, if a principal dwelling already exists on site. The minimum front setback for a principal structure in an Agricultural-3 District shall be fifty (50) feet.

3-10-08-04-02 *MINIMUM SIDE SETBACK*

The minimum side setback for accessory structures in an Agricultural-3 District shall be ten (10) feet, or one (1) foot per two (2) feet of height, whichever is greater.

3-10-08-04-03 *MINIMUM REAR SETBACK*

The minimum rear setback for accessory structures in an Agricultural-3 District shall be ten (10) feet.

3-10-08-04-04 *MINIMUM R.O.W. SETBACK*

The minimum setback for all accessory structures in an Agricultural-3 District from an arterial right-of-way shall be fifty (50) feet except a section line arterial right-of-way where the minimum setback shall be one-hundred-twenty (120) feet. The minimum setback from a collector or local road shall be fifty (50) feet.

3-10-08-04-05 *MINIMUM SETBACK FROM SECTION LINE FOR ALL ACCESSORY STRUCTURES*

The minimum setback from a section line for all accessory structures in an Agricultural-3 District shall be one-hundred-twenty (120) feet. Variations may be permitted if the Department of Public Works determines no additional right-of-way is required.

3-10-08-05 *MAXIMUM HEIGHT*

3-10-08-05-01 *DWELLINGS AND ACCESSORY STRUCTURES*

The maximum height of dwellings and accessory structures in an Agricultural-3 District shall be thirty-five (35) feet.

3-10-08-05-02 *AGRICULTURAL STRUCTURES*

The maximum height of agricultural structures in an Agricultural-3 District shall be seventy (70) feet, except for structures located on a lot established by a recorded subdivision plat, where the maximum shall be twenty-five (25) feet.

3-10-08-06 MAXIMUM STRUCTURE COVERAGE

The maximum structure coverage on a lot in an Agricultural-3 District shall not be limited. Accessory buildings may be constructed prior to the principal dwelling on a lot.

3-10-08-07 MINIMUM FLOOR AREA OF DWELLINGS**3-10-08-07-01 *SINGLE STORY DWELLING***

The minimum floor area of a single story dwelling in an Agricultural-3 District shall be twelve hundred (1,200) square feet.

3-10-08-07-02 *TRI-LEVEL DWELLING*

The minimum floor area of a tri-level dwelling in an Agricultural-3 District shall be twelve hundred (1,200) square feet.

3-10-08-07-03 *BI-LEVEL OR TWO STORY*

The minimum floor area of a bi-level or two story dwelling in an Agricultural-3 District shall be nine hundred (900) square feet on the 1st floor plus six hundred (600) square feet on the 2nd floor. A lower level with more than 50% of its perimeter located more than 50% above grade level may be counted as floor area.

3-10-09 RELATIONSHIP TO DESIGN REQUIREMENTS AND PERFORMANCE STANDARDS

All design requirements and performance standards for specific uses contained in Chapter 4 of these standards and regulations shall apply in an Agricultural-3 District unless inconsistent with a provision contained in Section 3-10, in which case the specific standard or requirement contained in Section 3-10 shall apply.

3-11 RESIDENTIAL ESTATE DISTRICT (RE)

3-11-01 PURPOSE

The purpose of the Residential Estate District is to serve exclusively as a single-family detached residential district for larger lots and larger homes in a spacious, open environment away from higher density uses and where agricultural uses and the keeping of livestock are substantially restricted.

3-11-02 PERMITTED PRINCIPAL USES

The following uses are permitted uses in a Residential Estate District, subject to building permit review and approval. Only one (1) principal use shall be permitted per lot.

3-11-02-01 PERMITTED PRINCIPAL AGRICULTURAL USES

The following principal agricultural uses are permitted in a Residential Estate District as noted above:

1. Traditional Farming

3-11-02-02 PERMITTED PRINCIPAL RESIDENTIAL USES

The following principal residential uses are permitted in a Residential Estate District as noted above:

1. Single Family Dwelling
2. Group Living Facility (1 to 5 persons)

3-11-02-03 PERMITTED PRINCIPAL INSTITUTIONAL USES

The following principal institutional uses are permitted in a Residential Estate District as noted above:

1. Outdoor Public Uses (Excluding Cemeteries) ***Adopted by the BOCC December 13, 2010**

3-11-03 PERMITTED ACCESSORY USES

In association with a permitted principal use, the following accessory uses are permitted, subject to building permit review and approval.

1. Residential, Accessory
2. Institutional, Accessory

3-11-04 PERMITTED CONDITIONAL USES

The following uses are permitted in a Residential Estate District, subject to the issuance of a Conditional Use Permit from the Board of County Commissioners and building permit review and approval.

3-11-04-01 PERMITTED CONDITIONAL RESIDENTIAL USES

The following conditional residential uses are permitted in a Residential Estate District as noted above:

1. Group Living Facility (in excess of 5 persons)
2. Group Living Facility (with more than 1 registered sex offender), including Group home for the developmentally disabled, and Group home for the elderly.

3-11-04-02 PERMITTED CONDITIONAL INSTITUTIONAL USES

The following conditional institutional uses are permitted in a Residential Estate District as noted above:

1. Institutional Care
2. Neighborhood Indoor Uses
3. Places of Worship
4. Public Service
5. Universities

3-11-04-03 PERMITTED CONDITIONAL COMMERCIAL USES

The following conditional commercial uses are permitted in a Residential Estate District as noted above:

1. Bed and Breakfast
2. Golf Courses/Driving Ranges, Commercial

3-11-04-04 PERMITTED CONDITIONAL INDUSTRIAL USES

The following conditional industrial uses are permitted in a Residential Estate District as noted above:

1. Extraction and Disposal Uses, Extraction Only (Except Oil and Gas Facilities shall be processed as an Oil and Gas Facility Permit; see Chapters 2 and 4).
2. Major Energy Facilities
3. Solar energy systems, small-scale
4. Solar energy systems, medium-scale

3-11-05 PERMITTED SPECIAL/TEMPORARY USES

Special uses are permitted in a Residential Estate District, subject to the issuance of a Special Use Permit from the Board of Adjustment. Temporary uses are permitted in a Residential Estate District, subject to the issuance of a Temporary Use Permit from the Director of Community and Economic Development.

3-11-06 PROHIBITED USES

All uses: (1) not expressly identified as permitted uses in this Section; or (2) determined to be permitted by the Director of Community and Economic Development pursuant to Section 3-05-01 of these standards and regulations, are prohibited.

3-11-07 AREA AND HEIGHT STANDARDS

3-11-07-01 MINIMUM LOT SIZE REQUIREMENTS

The minimum lot size in a Residential Estate District shall be two-and-one-half (2.5) acres where individual well and septic are provided and one (1) acre where public water or public sewer is provided.

3-11-07-02 MINIMUM LOT WIDTH REQUIREMENTS**3-11-07-02-01 MINIMUM WITH WELL AND INDIVIDUAL SEWAGE DISPOSAL SYSTEM**

The minimum width of a lot in a Residential Estate District with a well and individual sewage disposal system shall be one-hundred-fifty (150) feet.

3-11-07-02-02 MINIMUM WITH PUBLIC WATER OR SEWER FACILITIES

The minimum width of a lot in a Residential Estate District with public water or sewer facilities shall be one hundred (100) feet.

3-11-07-03 SETBACK AND DIMENSIONAL REQUIREMENTS FOR A PRINCIPAL STRUCTURE**3-11-07-03-01 MINIMUM FRONT SETBACK**

The minimum front setback for a principal structure in a Residential Estate District shall be thirty (30) feet.

3-11-07-03-02 MINIMUM SIDE CORNER SETBACK

The minimum side corner setback for a principal structure in a Residential Estate District shall be thirty (30) feet.

3-11-07-03-03 MINIMUM SIDE SETBACK

The minimum side setback for a principal structure in a Residential Estate District shall be seventeen (17) feet on one side or five (5) feet from attached garage, and five (5) feet on the other side.

3-11-07-03-04 MINIMUM REAR SETBACK

The minimum rear setback for a principal structure in a Residential Estate District shall be twenty (20) feet.

3-11-07-03-05 MINIMUM R.O.W. SETBACK

The minimum setback for all principal structures in a Residential Estate District from an arterial right-of-way shall be fifty (50) feet except a section line arterial right-of-way where the minimum setback shall be eighty (80) feet. The setback from collector and local right-of-ways shall be thirty (30) feet.

3-11-07-03-06 *MINIMUM SETBACK FROM SECTION LINE*

The minimum setback from a section line for principal structures in a Residential Estate District shall be one-hundred-twenty (120) feet. Variations may be permitted if the Department of Public Works determines no additional right-of-way is required.

3-11-07-04 *SETBACK AND DIMENSIONAL REQUIREMENTS FOR ACCESSORY STRUCTURES*

3-11-07-04-01 *MINIMUM FRONT SETBACK*

The minimum front setback for accessory structures in a Residential Estate District shall be thirty (30) feet or no less than the existing or proposed setback of the principal dwelling, whichever is greater.

3-11-07-04-02 *MINIMUM SIDE CORNER SETBACK*

The minimum side corner setback for accessory structures in a Residential Estate District shall be thirty (30) feet, or equal to the principal dwelling, whichever is greater.

3-11-07-04-03 *MINIMUM SIDE SETBACK*

The minimum side setback for accessory structures in a Residential Estate District shall be twenty (20) feet.

3-11-07-04-04 *MINIMUM REAR SETBACK*

The minimum rear setback for accessory structures in a Residential Estate District shall be ten (10) feet.

3-11-07-04-05 *MINIMUM R.O.W. SETBACK*

The minimum setback for all accessory structures in a Residential Estate District from an arterial right-of-way shall be fifty (50) feet except a section line arterial right-of-way where the minimum setback shall be eighty (80) feet. The setback from collector and local right-of-ways shall be thirty (30) feet.

3-11-07-04-06 *MINIMUM SETBACK FROM SECTION LINE*

The minimum setback from a section line for accessory structures in a Residential Estate District shall be one-hundred-twenty (120) feet. Variations may be permitted if the Department of Public Works determines no additional right-of-way is required.

3-11-07-05 MAXIMUM HEIGHT**3-11-07-05-01 *DWELLINGS***

The maximum height of dwellings in a Residential Estate District shall be thirty-five (35) feet.

3-11-07-05-02 *ACCESSORY STRUCTURES*

The maximum height of accessory structures in a Residential Estate District shall be twenty-five (25) feet.

3-11-07-06 MAXIMUM STRUCTURE COVERAGE**3-11-07-06-01 *LOT SERVED BY WELL AND INDIVIDUAL SEWAGE DISPOSAL SYSTEM***

The maximum structure coverage on a lot served by a well and individual sewage disposal system in a Residential Estate District shall be 12.5% of lot area.

3-11-07-06-02 *LOT SERVED BY PUBLIC WATER OR SEWER*

The maximum structure coverage on a lot served by public water or sewer in a Residential Estate District shall be 12.5% of lot area.

3-11-07-06-03 *LOT SERVED BY PUBLIC WATER AND SEWER*

The maximum structure coverage on a lot served by public water and sewer in a Residential Estate District shall be 12.5% of lot area.

3-11-07-06-04 *ACCESSORY BUILDING COVERAGE*

In no case shall an accessory building exceed twice the floor area of the principal structure on the lot unless the accessory building is an aircraft hangar. Aircraft hangers shall meet the performance standards for aircraft hangers. Accessory buildings shall not be constructed prior to the principal dwelling on a lot.

3-11-07-07 MINIMUM FLOOR AREA OF DWELLINGS

The minimum floor area of dwellings in a Residential Estate District shall be eighteen hundred (1,800) square feet.

**3-11-08 RELATIONSHIP TO DESIGN REQUIREMENTS AND
PERFORMANCE STANDARDS**

All design requirements and performance standards for specific uses contained in Chapter 4 of these standards and regulations shall apply in a Residential Estate District unless inconsistent with a provision contained in Section 3-11, in which case the specific standard or requirement contained in Section 3-11 shall apply.

3-12 RESIDENTIAL-1-A DISTRICT (R-1-A)

The same as R-1-C

3-13 RESIDENTIAL-1-C DISTRICT (R-1-C)

3-13-01 PURPOSE

The purpose of the Residential-1-C District is to serve exclusively as a single-family district for smaller home sites and smaller homes.

3-13-02 PERMITTED PRINCIPAL USES

The following uses are permitted uses in a Residential-1-C District, subject to building permit review and approval. Only one (1) principal use shall be permitted per lot.

3-13-02-01 PERMITTED PRINCIPAL AGRICULTURAL USES

The following principal agricultural uses are permitted in a Residential-1-C District as noted above:

1. Traditional Farming

3-13-02-02 PERMITTED PRINCIPAL RESIDENTIAL USES

The following principal residential uses are permitted in a Residential-1-C District as noted above:

1. Single Family Dwelling
2. Group Living Facility (1 to 5 persons)

3-13-02-03 PERMITTED PRINCIPAL INSTITUTIONAL USES

The following principal institutional uses are permitted in a Residential-1-C District as noted above:

1. Outdoor Public Uses (Excluding Cemeteries) ***Adopted by the BOCC December 13, 2010**

3-13-03 PERMITTED ACCESSORY USES

In association with a permitted principal use, the following accessory uses are permitted, subject to building permit review and approval:

1. Residential Uses, Accessory

2. Institutional Uses, Accessory

3-13-04 PERMITTED CONDITIONAL USES

The following uses are permitted in a Residential-1-C District, subject to the issuance of a Conditional Use Permit from the Board of County Commissioners and building permit review and approval.

3-13-04-01 PERMITTED CONDITIONAL RESIDENTIAL USES

The following conditional residential uses are permitted in a Residential-1-C District as noted above:

1. Manufactured Home Park
2. Group Living Facility (in excess of 5 persons)
3. Group Living Facility (with more than 1 registered sex offender), including Group home for the developmentally disabled, and Group home for the elderly.

3-13-04-02 PERMITTED CONDITIONAL INSTITUTIONAL USES

The following conditional institutional uses are permitted in a Residential-1-C District as noted above:

1. Institutional Care
2. Neighborhood Indoor Uses
3. Places of Worship
4. Public Service
5. Universities

3-13-04-03 PERMITTED CONDITIONAL COMMERCIAL USES

The following conditional commercial uses are permitted in a Residential-1-C District as noted above:

1. Bed and Breakfast
2. Golf Courses/Driving Ranges, Commercial

3-13-04-04 **PERMITTED CONDITIONAL INDUSTRIAL USES**

The following conditional industrial uses are permitted in a Residential-1-C District as noted above:

1. Extraction and Disposal Uses, Extraction Only (Except Oil and Gas Facilities shall be processed as an Oil and Gas Facility Permit; see Chapters 2 and 4).
2. Major Energy Facilities
- 2.3. Solar energy systems, small-scale

3-13-05 **PERMITTED SPECIAL/TEMPORARY USES**

Special uses are permitted in a Residential-1-C District, subject to the issuance of a Special Use Permit from the Board of Adjustment. Temporary uses are permitted in a Residential-1-C District, subject to the issuance of a Temporary Use Permit from the Director of Community and Economic Development.

3-13-06 **PROHIBITED USES**

All uses: (1) not expressly identified as permitted uses in this Section; or (2) determined to be permitted by the Director of Community and Economic Development pursuant to Section 3-05-01 of these standards and regulations, are prohibited.

3-13-07 **AREA AND HEIGHT STANDARDS**

3-13-07-01 **MINIMUM LOT SIZE REQUIREMENTS**

3-13-07-01-01 ***CORNER LOTS***

The minimum lot size for corner lots in a Residential-1-C District shall be seventy-five hundred (7,500) square feet.

3-13-07-01-02 ***INTERNAL LOTS***

The minimum lot size for internal lots in a Residential-1-C District shall be seven thousand (7,000) square feet.

3-13-07-02 MINIMUM LOT WIDTH REQUIREMENTS

3-13-07-02-01 CORNER LOTS

The minimum lot width for corner lots in a Residential-1-C District shall be seventy (70) feet.

3-13-07-02-02 INTERNAL LOTS

The minimum lot width for internal lots in a Residential-1-C District shall be sixty-five (65) feet.

3-13-07-03 SETBACK AND DIMENSIONAL REQUIREMENTS FOR A PRINCIPAL STRUCTURE

3-13-07-03-01 MINIMUM FRONT SETBACK

The minimum front setback for a principal structure in a Residential-1-C District shall be twenty (20) feet.

3-13-07-03-02 MINIMUM SIDE CORNER SETBACK

The minimum side corner setback for a principal structure in a Residential-1-C District shall be twenty (20) feet.

3-13-07-03-03 MINIMUM SIDE SETBACK

The minimum side setback for a principal structure in a Residential-1-C District shall be seventeen (17) feet on one side or five (5) feet from attached garage, and five (5) feet on the other side.

3-13-07-03-04 MINIMUM REAR SETBACK

The minimum rear setback for a principal structure in a Residential-1-C District shall be fifteen (15) feet.

3-13-07-03-05 MINIMUM R.O.W. SETBACK

The minimum setback for all principal structures in a Residential-1-C District from an arterial right-of-way shall be fifty (50) feet except a section line arterial right-of-way where the minimum setback shall be eighty (80) feet. The setback from collector and local right-of-ways shall be twenty (20) feet.

3-13-07-03-06 *MINIMUM SETBACK FROM SECTION LINE*

The minimum setback from a section line for principal structures in a Residential-1-C District shall be one-hundred-twenty (120) feet. Variations may be permitted if the Department of Public Works determines no additional right-of-way is required.

3-13-07-04 *SETBACK AND DIMENSIONAL REQUIREMENTS FOR ACCESSORY STRUCTURES*

3-13-07-04-01 *MINIMUM FRONT SETBACK*

The minimum front setback for accessory structures in a Residential-1-C District shall be no less than the existing or proposed setback of the principal dwelling.

3-13-07-04-02 *MINIMUM SIDE CORNER SETBACK*

The minimum side corner setback for accessory structures in a Residential-1-C District shall be twenty (20) feet or equal to the principal dwelling, whichever is greater.

3-13-07-04-03 *MINIMUM SIDE SETBACK*

The minimum side setback for accessory structures in a Residential-1-C District shall be five (5) feet.

3-13-07-04-04 *MINIMUM REAR SETBACK*

The minimum rear setback for accessory structures in a Residential-1-C District shall be five (5) feet.

3-13-07-04-05 *MINIMUM R.O.W. SETBACK*

The minimum setback for all accessory structures in a Residential-1-C District from an arterial right-of-way shall be fifty (50) feet except a section line arterial right-of-way where the minimum setback shall be eighty (80) feet. The setback from collector and local right-of-ways shall be twenty (20) feet.

3-13-07-04-06 *MINIMUM SETBACK FROM SECTION LINE*

The minimum setback from a section line for accessory structures in a Residential -1-C District shall be one-hundred-twenty (120) feet. Variations may be permitted if the Department of Public Works determines no additional right-of-way is required.

3-13-07-05 MAXIMUM HEIGHT

3-13-07-05-01 *DWELLINGS*

The maximum height of dwellings in a Residential-1-C District shall be twenty-five (25) feet.

3-13-07-05-02 *ACCESSORY STRUCTURES*

The maximum height of accessory structures in a Residential-1-C District shall be sixteen (16) feet.

3-13-07-06 MAXIMUM ACCESSORY BUILDING COVERAGE

The maximum accessory building coverage in a Residential-1-C District shall be nine hundred (900) square feet. Accessory buildings shall not be constructed prior to the principal dwelling on a lot.

3-13-07-07 MINIMUM FLOOR AREA OF DWELLINGS

The minimum floor area of dwellings in a Residential-1-C District shall be twelve- hundred-fifty (1,250) square feet.

**3-13-08 RELATIONSHIP TO DESIGN REQUIREMENTS AND
PERFORMANCE STANDARDS**

All design requirements and performance standards for specific uses contained in Chapter 4 of these standards and regulations shall apply in a Residential-1-C District unless inconsistent with a provision contained in Section 3-13, in which case the specific standard or requirement contained in Section 3-13 shall apply.

3-14 RESIDENTIAL-2 DISTRICT (R-2)

3-14-01 PURPOSE

The purpose of the Residential-2 District is to provide a residential district which permits two-family dwellings and single family homes in a moderate density setting.

3-14-02 PERMITTED PRINCIPAL USES

The following uses are permitted uses in a Residential-2 District, subject to building permit review and approval. Only one (1) principal use shall be permitted per lot.

3-14-02-01 PERMITTED PRINCIPAL AGRICULTURAL USES

The following principal agricultural uses are permitted in a Residential-2 District as noted above:

1. Traditional Farming

3-14-02-02 PERMITTED PRINCIPAL RESIDENTIAL USES

The following principal residential uses are permitted in a Residential-2 District as noted above:

1. Single Family Dwelling
2. Two-Family Dwelling
3. Group Living Facility (1 to 5 persons)

3-14-02-03 PERMITTED PRINCIPAL INSTITUTIONAL USES

The following principal institutional uses are permitted in a Residential-2 District as noted above:

1. Outdoor Public Uses (Excluding Cemeteries) ***Adopted by the BOCC December 13, 2010**

3-14-03 PERMITTED ACCESSORY USES

In association with a permitted principal use, the following accessory uses are permitted, subject to building permit review and approval:

1. Residential Uses, Accessory
2. Institutional Uses, Accessory

3-14-04 PERMITTED CONDITIONAL USES

The following uses are permitted in a Residential-2 District, subject to the issuance of a Conditional Use Permit from the Board of County Commissioners and building permit review and approval.

3-14-04-01 PERMITTED CONDITIONAL RESIDENTIAL USES

The following conditional residential uses are permitted in a Residential-2 District as noted above:

1. Manufactured Home Park
2. Group Living Facility (in excess of 5 persons)
3. Group Living Facility (with more than 1 registered sex offender), including Group home for the developmentally disabled, and Group home for the elderly.

3-14-04-02 PERMITTED CONDITIONAL INSTITUTIONAL USES

The following conditional institutional uses are permitted in a Residential-2 District as noted above:

1. Institutional Care
2. Neighborhood Indoor Uses
3. Places of Worship
4. Public Service
5. Universities

3-14-04-03 PERMITTED CONDITIONAL COMMERCIAL USES

The following conditional commercial uses are permitted in a Residential-2 District as noted above:

1. Golf Courses/Driving Ranges, Commercial

3-14-04-04 **PERMITTED CONDITIONAL INDUSTRIAL USES**

The following conditional industrial uses are permitted in a Residential-2 District as noted above:

1. Extraction and Disposal Uses, Extraction Only (Except Oil and Gas Facilities shall be processed as an Oil and Gas Facility Permit; see Chapters 2 and 4).

2. Major Energy Facilities

~~2.3.~~ Solar energy systems, small-scale

3-14-05 **PERMITTED SPECIAL/TEMPORARY USES**

Special uses are permitted in a Residential-2 District, subject to the issuance of a Special Use Permit from the Board of Adjustment. Temporary uses are permitted in a Residential-2 District, subject to the issuance of a Temporary Use Permit from the Director of Community and Economic Development.

3-14-06 **PROHIBITED USES**

All uses: (1) not expressly identified as permitted uses in this Section; or (2) determined to be permitted by the Director of Community and Economic Development pursuant to Section 3-05-01 of these standards and regulations, are prohibited.

3-14-07 **AREA AND HEIGHT STANDARDS**

3-14-07-01 **MINIMUM LOT SIZE REQUIREMENTS**

3-14-07-01-01 ***SINGLE FAMILY LOTS***

The minimum size of single family lots in a Residential-2 District shall be:

1. Corner Lots: seventy-five hundred (7,500) square feet
2. Internal Lot: seven thousand (7,000) square feet

3-14-07-01-02 ***TWO-FAMILY LOTS***

The minimum size of two-family dwelling lots in a Residential-2 District shall be forty-five hundred (4,500) square feet per dwelling unit.

3-14-07-02 MINIMUM LOT WIDTH REQUIREMENTS**3-14-07-02-01 SINGLE FAMILY LOTS**

The minimum width of single family lots in a Residential-2 District shall be:

1. Corner Lots: seventy (70) feet
2. Internal Lot: sixty-five (65) feet

3-14-07-02-02 TWO-FAMILY LOTS

The minimum width of two-family dwelling lots in a Residential-2 District shall be:

1. Corner Lots: fifty (50) feet where a two-family dwelling is constructed as a townhome (single dwelling unit on each lot) and one hundred (100) feet where a two-family dwelling is built on a single lot.
2. Internal Lot: forty-five (45) feet where a two-family dwelling is constructed as a townhome (single dwelling unit on each lot) and ninety (90) feet where a two-family dwelling is built on a single lot.

3-14-07-03 SETBACK AND DIMENSIONAL REQUIREMENTS FOR A PRINCIPAL STRUCTURE**3-14-07-03-01 MINIMUM FRONT SETBACK**

The minimum front setback for a principal structure in a Residential-2 District shall be twenty (20) feet.

3-14-07-03-02 MINIMUM SIDE CORNER SETBACK

The minimum side corner setback for a principal structure in a Residential-2 District shall be twenty (20) feet.

3-14-07-03-03 MINIMUM SIDE SETBACK

The minimum side setback for a principal structure in a Residential-2 District shall be seventeen (17) feet on one side or five (5) feet from an attached garage, five (5) feet on the other side, and zero (0) feet along the common wall of a two-family dwelling.

3-14-07-03-04 MINIMUM REAR SETBACK

The minimum rear setback for a principal structure in a Residential-2 District shall be fifteen (15) feet.

3-14-07-03-05 *MINIMUM R.O.W. SETBACK*

The minimum setback for all principal structures in a Residential-2 District from an arterial right-of-way shall be forty (40) feet except a section line arterial right-of-way where the minimum setback shall be sixty (60) feet. The setback from collector and local right-of-ways shall be twenty (20) feet.

3-14-07-03-06 *MINIMUM SETBACK FROM SECTION LINE*

The minimum setback from a section line for principal structures in a Residential-2 District shall be one hundred (100) feet. Variations may be permitted if the Department of Public Works determines no additional right-of-way is required.

3-14-07-04 *SETBACK AND DIMENSIONAL REQUIREMENTS FOR ACCESSORY STRUCTURES*

3-14-07-04-01 *MINIMUM FRONT SETBACK*

The minimum front setback for accessory structures in a Residential-2 District shall be twenty (20) feet.

3-14-07-04-02 *MINIMUM SIDE CORNER SETBACK*

The minimum side corner setback for accessory structures in a Residential-2 District shall be twenty (20) feet.

3-14-07-04-03 *MINIMUM SIDE SETBACK*

The minimum side setback for accessory structures in a Residential-2 District shall be five (5) feet.

3-14-07-04-04 *MINIMUM REAR SETBACK*

The minimum rear setback for accessory structures in a Residential-2 District shall be five (5) feet.

3-14-07-04-05 *MINIMUM R.O.W. SETBACK*

The minimum setback for all accessory structures in a Residential-2 District from an arterial right-of-way shall be forty (40) feet except a section line arterial right-of-way where the minimum setback shall be sixty (60) feet. The setback from collector and local right-of-ways shall be twenty (20) feet.

3-14-07-04-06 *MINIMUM SETBACK FROM SECTION LINE*

The minimum setback from a section line for accessory structures in a Residential-2 District shall be one hundred (100) feet. Variations may be permitted if the Department of Public Works determines no additional right-of-way is required.

3-14-07-05 *MAXIMUM HEIGHT***3-14-07-05-01 *DWELLINGS***

The maximum height of dwellings in a Residential-2 District shall be twenty-five (25) feet.

3-14-07-05-02 *ACCESSORY STRUCTURES*

The maximum height of accessory structures in a Residential-2 District shall be sixteen (16) feet.

3-14-07-06 *MAXIMUM ACCESSORY BUILDING COVERAGE*

The maximum accessory building coverage in a Residential-2 District shall be four-hundred-fifty (450) square feet per two-family dwelling unit. A maximum of 900 square feet shall be allowed for an accessory building when used as a single family dwelling.

3-14-07-07 *MINIMUM FLOOR AREA OF DWELLINGS***3-14-07-07-01 *TWO-FAMILY***

The minimum floor area of a two-family dwelling in a Residential-2 District shall be one thousand (1,000) square feet per dwelling unit.

3-14-07-07-02 *SINGLE FAMILY DWELLING*

The minimum floor area of a single family dwelling in a Residential-2 District shall be twelve-hundred-fifty (1,250) square feet.

**3-14-08 RELATIONSHIP TO DESIGN REQUIREMENTS AND
PERFORMANCE STANDARDS**

All design requirements and performance standards for specific uses contained in Chapter 4 of these standards and regulations shall apply in a Residential-2 District unless inconsistent with a provision contained in Section 3-14, in which case the specific standard or requirement contained in Section 3-14 shall apply.

3-15 **RESIDENTIAL-3 DISTRICT (R-3)**

3-15-01 **PURPOSE**

The purpose of the Residential-3 District is to provide a moderate density district which allows three (3) or more single-family attached residences on a single lot or on individually owned lots.

3-15-02 **PERMITTED PRINCIPAL USES**

The following uses are permitted uses in a Residential-3 District, subject to building permit review and approval. Only one (1) principal use shall be permitted per lot.

3-15-02-01 **PERMITTED PRINCIPAL AGRICULTURAL USES**

The following principal agricultural uses are permitted in a Residential-3 District as noted above:

1. Traditional Farming

3-15-02-02 **PERMITTED PRINCIPAL RESIDENTIAL USES**

The following principal residential uses are permitted in a Residential-3 District as noted above:

1. Multi-Family Dwelling
2. Group Living Facility (1 to 5 persons)

3-15-02-03 **PERMITTED PRINCIPAL INSTITUTIONAL USES**

The following principal institutional uses are permitted in a Residential-3 District as noted above:

1. Outdoor Public Uses (Excluding Cemeteries) ***Adopted by the BOCC December 13, 2010**

3-15-03 **PERMITTED ACCESSORY USES**

In association with a permitted principal use, the following accessory uses are permitted, subject to building permit review and approval:

1. Residential Uses, Accessory

2. Institutional Uses, Accessory

3-15-04 PERMITTED CONDITIONAL USES

The following uses are permitted in a Residential-3 District, subject to the issuance of a Conditional Use Permit from the Board of County Commissioners and building permit review and approval.

3-15-04-01 PERMITTED CONDITIONAL RESIDENTIAL USES

The following conditional residential uses are permitted in a Residential-3 District as noted above:

1. Single-Family Dwelling
2. Two-Family Dwelling
3. Manufactured Home Park
4. Group Living Facility (in excess of 5 persons), including Group home for the developmentally disabled, and Group home for the elderly.
5. Group Living Facility (with more than 1 registered sex offender)

3-15-04-02 PERMITTED CONDITIONAL INSTITUTIONAL USES

The following conditional institutional uses are permitted in a Residential-3 District as noted above:

1. Institutional Care
2. Neighborhood Indoor Uses
3. Places of Worship
4. Public Service

3-15-04-03 PERMITTED CONDITIONAL COMMERCIAL USES

The following conditional commercial uses are permitted in a Residential-3 District as noted above:

1. Golf Courses/Driving Ranges, Commercial

3-15-04-04 PERMITTED CONDITIONAL INDUSTRIAL USES

The following conditional industrial uses are permitted in a Residential-3 District as noted above:

1. Extraction and Disposal Uses, Extraction Only (Except Oil and Gas Facilities shall be processed as an Oil and Gas Facility Permit; see Chapters 2 and 4).

2. Major Energy Facilities

2.3. Solar energy systems, small-scale

3-15-05 PERMITTED SPECIAL/TEMPORARY USES

Special uses are permitted in a Residential-3 District, subject to the issuance of a Special Use Permit from the Board of Adjustment. Temporary uses are permitted in a Residential-3 District, subject to the issuance of a Temporary Use Permit from the Director of Community and Economic Development.

3-15-06 PROHIBITED USES

All uses: (1) not expressly identified as permitted uses in this Section; or (2) determined to be permitted by the Director of Community and Economic Development pursuant to Section 3-05-01 of these standards and regulations, are prohibited.

3-15-07 AREA AND HEIGHT STANDARDS

3-15-07-01 MINIMUM LOT SIZE REQUIREMENTS

3-15-07-01-01 *ATTACHED DWELLINGS ON INDIVIDUAL LOTS*

The minimum lot size for attached dwellings on individual lots in a Residential-3 District shall be twenty-five hundred (2,500) square feet per dwelling unit.

3-15-07-01-02 *ATTACHED DWELLINGS ON ONE LOT*

The minimum lot size for attached dwellings on one lot in a Residential-3 District shall be ninety-five hundred (9,500) square feet.

3-15-07-02 MAXIMUM DENSITY

The maximum density in a Residential-3 District shall be fourteen (14) dwelling units per acre.

3-15-07-03 MINIMUM LOT WIDTH REQUIREMENTS

3-15-07-03-01 *ATTACHED DWELLINGS ON INDIVIDUAL LOTS*

The minimum lot width for attached dwellings on individual lots in a Residential-3 District shall be twenty-five (25) feet.

3-15-07-03-02 *ATTACHED DWELLINGS ON ONE LOT*

The minimum lot width for attached dwellings on one (1) lot in a Residential-3 District shall be one-hundred-fifty (150) feet.

3-15-07-04 SETBACK AND DIMENSIONAL REQUIREMENTS FOR A PRINCIPAL STRUCTURE

3-15-07-04-01 *MINIMUM FRONT SETBACK*

The minimum front setback for a principal structure in a Residential-3 District shall be twenty (20) feet.

3-15-07-04-02 *MINIMUM SIDE CORNER SETBACK*

The minimum side corner setback for a principal structure in a Residential-3 District shall be twenty (20) feet.

3-15-07-04-03 *MINIMUM SIDE SETBACK*

The minimum side setback for a principal structure in a Residential-3 District shall be zero (0) feet along common walls of adjoining dwelling units, five (5) feet from an end unit when units are located on individual lots, and twenty (20) feet from an end unit when units are located on a single lot.

3-15-07-04-04 *MINIMUM REAR SETBACK*

The minimum rear setback for a principal structure in a Residential-3 District shall be twenty (20) feet.

3-15-07-04-05 *MINIMUM R.O.W. SETBACK*

The minimum setback for all principal structures in a Residential-3 District from an arterial right-of-way shall be forty (40) feet except a section line arterial right-of-way where the minimum setback shall be sixty (60) feet. The setback from collector and local right-of-ways shall be twenty (20) feet.

3-15-07-04-06 *MINIMUM SETBACK FROM SECTION LINE*

The minimum setback from a section line for principal structures in a Residential-3 District shall be one hundred (100) feet. Variations may be permitted if the Department of Public Works determines no additional right-of-way is required.

3-15-07-05 *SETBACK AND DIMENSIONAL REQUIREMENTS FOR ACCESSORY STRUCTURES***3-15-07-05-01 *MINIMUM FRONT SETBACK***

The minimum front setback for accessory structures in a Residential-3 District shall be twenty (20) feet.

3-15-07-05-02 *MINIMUM SIDE CORNER SETBACK*

The minimum side corner setback for accessory structures in a Residential-3 District shall be twenty (20) feet.

3-15-07-05-03 *MINIMUM SIDE SETBACK*

The minimum side setback for accessory structures in a Residential-3 District shall be five (5) feet.

3-15-07-05-04 *MINIMUM REAR SETBACK*

The minimum rear setback for accessory structures in a Residential-3 District shall be five (5) feet.

3-15-07-05-05 *MINIMUM R.O.W. SETBACK*

The minimum setback for all accessory structures in a Residential-3 District from an arterial right-of-way shall be forty (40) feet except a section line arterial right-of-way where the minimum setback shall be sixty (60) feet. The setback from collector and local right-of-ways shall be twenty (20) feet.

3-15-07-05-06 *MINIMUM SETBACK FROM SECTION LINE*

The minimum setback from a section line for accessory structures in a Residential-3 District shall be one hundred (100) feet. Variations may be permitted if the Department of Public Works determines no additional right-of-way is required.

3-15-07-06 MAXIMUM HEIGHT

3-15-07-06-01 *PRINCIPAL STRUCTURE*

The maximum height of a principal structure in a Residential-3 District shall be thirty-five (35) feet.

3-15-07-06-02 *ACCESSORY STRUCTURES*

The maximum height of accessory structures in a Residential-3 District shall be sixteen (16) feet.

3-15-07-07 MAXIMUM ACCESSORY BUILDING COVERAGE

The maximum accessory building coverage in a Residential-3 District shall be 80 square feet per dwelling unit.

3-15-07-08 MINIMUM FLOOR AREA OF DWELLINGS

3-15-07-08-01 *EFFICIENCY UNIT*

The minimum floor area of an efficiency unit in a Residential-3 District shall be four-hundred-fifty (450) square feet.

3-15-07-08-02 *ONE BEDROOM UNIT*

The minimum floor area of a one bedroom unit in a Residential-3 District shall be six hundred (600) square feet.

3-15-07-08-03 *TWO BEDROOM UNIT*

The minimum floor area of a two bedroom unit in a Residential-3 District shall be seven-hundred-fifty (750) square feet.

3-15-07-08-04 *THREE BEDROOM UNIT*

The minimum floor area of a three bedroom unit in a Residential-3 District shall be nine hundred (900) square feet.

3-15-07-08-05 *FOUR BEDROOM UNIT*

The minimum floor area of a four bedroom unit in a Residential-3 District shall be one thousand (1,000) square feet.

**3-15-08 RELATIONSHIP TO DESIGN REQUIREMENTS AND
PERFORMANCE STANDARDS**

All design requirements and performance standards for specific uses contained in Chapter 4 of these standards and regulations shall apply in a Residential-3 District unless inconsistent with a provision contained in Section 3-15, in which case the specific standard or requirement contained in Section 3-15 shall apply.

3-16 RESIDENTIAL-4 DISTRICT (R-4)

3-16-01 PURPOSE

The purpose of the Residential-4 District is to provide a high-density district that allows three (3) or more single-family attached residences on a single lot.

3-16-02 PERMITTED PRINCIPAL USES

The following uses are permitted uses in a Residential-4 District, subject to building permit review and approval. Only one (1) principal use shall be permitted per lot.

3-16-02-01 PERMITTED PRINCIPAL AGRICULTURAL USES

The following principal agricultural uses are permitted in a Residential-4 District as noted above:

1. Traditional Farming

3-16-02-02 PERMITTED PRINCIPAL RESIDENTIAL USES

The following principal residential uses are permitted in a Residential-4 District as noted above:

1. Multi-Family Dwelling
2. Group Living Facility (1 to 5 persons)

3-16-02-03 PERMITTED PRINCIPAL INSTITUTIONAL USES

The following principal institutional uses are permitted in a Residential-4 District as noted above:

1. Outdoor Public Uses (Excluding Cemeteries) ***Adopted by the BOCC December 13, 2010**

3-16-03 PERMITTED ACCESSORY USES

In association with a permitted principal use, the following accessory uses are permitted, subject to building permit review and approval:

1. Residential Uses, Accessory

2. Institutional Uses, Accessory

3-16-04 PERMITTED CONDITIONAL USES

The following uses are permitted in a Residential-4 District, subject to the issuance of a Conditional Use Permit from the Board of County Commissioners and building permit review and approval.

3-16-04-01 PERMITTED CONDITIONAL RESIDENTIAL USES

The following conditional residential uses are permitted in a Residential-4 District as noted above:

1. Single-Family Dwelling
2. Two-Family Dwelling
3. Manufactured Home Park
4. Group Living Facility (in excess of 5 persons), including Group home for the developmentally disabled, and Group home for the elderly.
5. Group Living Facility (with more than 1 registered sex offender)

3-16-04-02 PERMITTED CONDITIONAL INSTITUTIONAL USES

The following conditional institutional uses are permitted in a Residential-4 District as noted above:

1. Institutional Care
2. Neighborhood Indoor Uses
3. Places of Worship
4. Public Service

3-16-04-03 PERMITTED CONDITIONAL COMMERCIAL USES

The following conditional commercial uses are permitted in a Residential-4 District as noted above:

1. Golf Courses/Driving Ranges, Commercial

3-16-04-04 PERMITTED CONDITIONAL INDUSTRIAL USES

The following conditional industrial uses are permitted in a Residential-4 District as noted above:

1. Extraction and Disposal Uses, Extraction Only (Except Oil and Gas Facilities shall be processed as an Oil and Gas Facility Permit ; see Chapters 2 and 4).

2. Major Energy Facilities

2.3. Solar energy systems, small-scale

3-16-05 PERMITTED SPECIAL/TEMPORARY USES

Special uses are permitted in a Residential-4 District, subject to the issuance of a Special Use Permit from the Board of Adjustment. Temporary uses are permitted in a Residential-4 District, subject to the issuance of a Temporary Use Permit from the Director of Community and Economic Development.

3-16-06 PROHIBITED USES

All uses: (1) not expressly identified as permitted uses in this Section; or (2) determined to be permitted by the Director of Community and Economic Development pursuant to Section 3-05-01 of these standards and regulations, are prohibited.

3-16-07 AREA AND HEIGHT STANDARDS

3-16-07-01 MINIMUM LOT SIZE REQUIREMENTS

The minimum lot size in a Residential-4 District shall be two (2) acres.

3-16-07-02 MINIMUM DENSITY

The minimum density in a Residential-4 District shall be fourteen (14) dwelling units per acre.

3-16-07-03 MAXIMUM DENSITY

The maximum density in a Residential-4 District shall be thirty-five (35) dwelling units per acre.

3-16-07-04 MINIMUM LOT WIDTH REQUIREMENTS

The minimum lot width in a Residential-4 District shall be two hundred (200) feet.

3-16-07-05 SETBACK AND DIMENSIONAL REQUIREMENTS FOR A PRINCIPAL STRUCTURE**3-16-07-05-01 *MINIMUM FRONT SETBACK***

The minimum front setback for a principal structure in a Residential-4 District shall be twenty-five (25) feet.

3-16-07-05-02 *MINIMUM SIDE CORNER SETBACK*

The minimum side corner setback for a principal structure in a Residential-4 District shall be twenty-five (25) feet.

3-16-07-05-03 *MINIMUM SIDE SETBACK*

The minimum side setback for a principal structure in a Residential-4 District shall be twenty-five (25) feet.

3-16-07-05-04 *MINIMUM REAR SETBACK*

The minimum rear setback for a principal structure in a Residential-4 District shall be twenty (20) feet.

3-16-07-05-05 *MINIMUM R.O.W. SETBACK*

The minimum setback for all principal structures in a Residential-4 District from an arterial right-of-way shall be fifty (50) feet except a section line arterial right-of-way where the minimum setback shall be eighty (80) feet. The setback from collector and local right-of-ways shall be twenty-five (25) feet.

3-16-07-05-06 *MINIMUM SETBACK FROM SECTION LINE*

The minimum setback from a section line for principal structures in a Residential-4 District shall be one hundred (100) feet. Variations may be permitted if the Department of Public Works determines no additional right-of-way is required.

3-16-07-06 SETBACK AND DIMENSIONAL REQUIREMENTS FOR ACCESSORY STRUCTURES

3-16-07-06-01 *MINIMUM FRONT SETBACK*

The minimum front setback for accessory structures in a Residential-4 District shall be fifty (50) feet.

3-16-07-06-02 *MINIMUM SIDE CORNER SETBACK*

The minimum side corner setback for accessory structures in a Residential-4 District shall be fifty (50) feet.

3-16-07-06-03 *MINIMUM SIDE SETBACK*

The minimum side setback for accessory structures in a Residential-4 District shall be five (5) feet.

3-16-07-06-04 *MINIMUM REAR SETBACK*

The minimum rear setback for accessory structures in a Residential-4 District shall be five (5) feet.

3-16-07-06-05 *MINIMUM R.O.W. SETBACK*

The minimum setback for all accessory structures in a Residential-4 District from an arterial right-of-way shall be fifty (50) feet except a section line arterial right-of-way where the minimum setback shall be eighty (80) feet. The setback from collector and local right-of-ways shall be fifty (50) feet.

3-16-07-06-06 *MINIMUM SETBACK FROM SECTION LINE*

The minimum setback from a section line for accessory structures in a Residential-4 District shall be one hundred (100) feet. Variations may be permitted if the Department of Public Works determines no additional right-of-way is required.

3-16-07-07 MAXIMUM HEIGHT

3-16-07-07-01 *PRINCIPAL STRUCTURE*

The maximum height of a principal structure in a Residential-4 District shall be seventy (70) feet.

3-16-07-07-02 *ACCESSORY STRUCTURES*

The maximum height of accessory structures in a Residential-4 District shall be sixteen (16) feet.

3-16-07-08 *MAXIMUM ACCESSORY BUILDING COVERAGE*

The maximum accessory building coverage in a Residential-4 District shall be eighty (80) square feet per dwelling unit.

3-16-07-09 *MINIMUM FLOOR AREA OF DWELLINGS***3-16-07-09-01 *EFFICIENCY UNIT***

The minimum floor area of an efficiency unit in a Residential-4 District shall be four-hundred-fifty (450) square feet.

3-16-07-09-02 *ONE BEDROOM UNIT*

The minimum floor area of a one bedroom unit in a Residential-4 District shall be six hundred (600) square feet.

3-16-07-09-03 *TWO BEDROOM UNIT*

The minimum floor area of a two bedroom unit in a Residential-4 District shall be seven-hundred-fifty (750) square feet.

3-16-07-09-04 *THREE BEDROOM UNIT*

The minimum floor area of a three bedroom unit in a Residential-4 District shall be nine hundred (900) square feet.

3-16-07-09-05 *FOUR BEDROOM UNIT*

The minimum floor area of a four bedroom unit in a Residential-4 District shall be one thousand (1,000) square feet.

3-16-08 *RELATIONSHIP TO DESIGN REQUIREMENTS AND PERFORMANCE STANDARDS*

All design requirements and performance standards for specific uses contained in Chapter 4 of these standards and regulations shall apply in a Residential-4 District

unless inconsistent with a provision contained in Section ~~3-160~~, in which case the specific standard or requirement contained in Section ~~3-160~~ shall apply.

3-17 MOBILE HOME DWELLING DISTRICT (MH)

3-17-01 PURPOSE

The purpose of the Mobile Home Dwelling District is to provide a district for Mobile Homes with the necessary facilities with mobile home spaces or lots, which may (but need not) be owned by different persons.

3-17-02 PERMITTED PRINCIPAL USES

The following uses are permitted uses in a Mobile Home Dwelling District, subject to building permit review and approval. Only one (1) principal use shall be permitted per lot.

3-17-02-01 PERMITTED PRINCIPAL AGRICULTURAL USES

The following principal agricultural uses are permitted in a Mobile Home Dwelling District as noted above:

1. Traditional Farming

3-17-02-02 PERMITTED PRINCIPAL RESIDENTIAL USES

The following principal residential uses are permitted in a Mobile Home Dwelling District as noted above:

1. Single Family Dwelling
2. Mobile Home Parks

3-17-02-03 PERMITTED PRINCIPAL INSTITUTIONAL USES

The following principal institutional uses are permitted in a Mobile Home Dwelling District as noted above:

1. Outdoor Public Uses (Excluding Cemeteries) ***Adopted by the BOCC December 13, 2010**

3-17-03 PERMITTED ACCESSORY USES

In association with a permitted principal use, the following accessory uses are permitted, subject to building permit review and approval:

1. Residential Uses, Accessory
2. Institutional Uses, Accessory

3-17-04 PERMITTED CONDITIONAL USES

The following uses are permitted in a Mobile Home Dwelling District, subject to the issuance of a Conditional Use Permit from the Board of County Commissioners and building permit review and approval.

3-17-04-01 PERMITTED CONDITIONAL RESIDENTIAL USES

The following conditional residential uses are permitted in a Mobile Home Dwelling District as noted above:

1. Two-Family Dwelling
2. Multi-Family Dwelling
3. Manufactured Home Park
4. Group Living Facility (1 to 5 persons)
5. Group Living Facility (in excess of 5 persons), including Group home for the developmentally disabled, and Group home for the elderly
6. Group Living Facility (with more than 1 registered sex offender)

3-17-04-02 PERMITTED CONDITIONAL INSTITUTIONAL USES

The following conditional institutional uses are permitted in a Mobile Home Dwelling District as noted above:

1. Institutional Care
2. Neighborhood Indoor Uses
3. Places of Worship
4. Public Service

3-17-04-03 PERMITTED CONDITIONAL COMMERCIAL USES

The following conditional commercial uses are permitted in a Mobile Home Dwelling District as noted above:

1. Golf Courses/Driving Ranges, Commercial

3-17-04-04 PERMITTED CONDITIONAL INDUSTRIAL USES

The following conditional industrial uses are permitted in a Mobile Home Dwelling District as noted above:

1. Extraction and Disposal Uses, Extraction Only (Except Oil and Gas Facilities shall be processed as an Oil and Gas Facility Permit; see Chapters 2 and 4).

2. Major Energy Facilities

~~2.~~3. Solar energy systems, small-scale

3-17-05 PERMITTED SPECIAL/TEMPORARY USES

Special uses are permitted in a Mobile Home Dwelling District, subject to the issuance of a Special Use Permit from the Board of Adjustment. Temporary uses are permitted in a Mobile Home Dwelling District, subject to the issuance of a Temporary Use Permit from the Director of Community and Economic Development.

3-17-06 PROHIBITED USES

All uses: (1) not expressly identified as permitted uses in this Section; or (2) determined to be permitted by the Director of Community and Economic Development pursuant to Section 3-05-01 of these standards and regulations, are prohibited.

3-17-07 AREA AND HEIGHT STANDARDS**3-17-07-01 MINIMUM LOT SIZE REQUIREMENTS**

The minimum lot size in a Mobile Home Dwelling District shall be five thousand (5,000) square feet. Minimum size of new developments shall be forty (40) acres.

3-17-07-02 MINIMUM LOT WIDTH REQUIREMENTS**3-17-07-02-01 MOBILE HOMES LESS THAN OR EQUAL TO TWENTY FEET WIDE**

The minimum lot width in a Mobile Home Dwelling District for mobile homes less than or equal to twenty feet wide shall be forty-five (45) feet.

3-17-07-02-02 *MOBILE HOMES MORE THAN TWENTY FEET WIDE*

The minimum lot width in a Mobile Home Dwelling District for mobile homes more than twenty (20) feet wide shall be fifty (50) feet.

3-17-07-03 *SETBACK AND DIMENSIONAL REQUIREMENTS FOR A PRINCIPAL STRUCTURE*

3-17-07-03-01 *MINIMUM FRONT SETBACK*

The minimum front setback for a principal structure in a Mobile Home Dwelling District shall be twenty (20) feet.

3-17-07-03-02 *MINIMUM SIDE CORNER SETBACK*

The minimum side corner setback for a principal structure in a Mobile Home Dwelling District shall be twenty (20) feet.

3-17-07-03-03 *MINIMUM SIDE SETBACK*

The minimum side setback for a principal structure in a Mobile Home Dwelling District shall be seventeen (17) feet on one side or five (5) feet when the lot includes an accessory structure, and five (5) feet on the other side.

3-17-07-03-04 *MINIMUM REAR SETBACK*

The minimum rear setback for a principal structure in a Mobile Home Dwelling District shall be fifteen (15) feet.

3-17-07-03-05 *MINIMUM R.O.W. SETBACK*

The minimum setback for all principal structures in a Mobile Home Dwelling District from an arterial right-of-way shall be forty (40) feet except a section line arterial right-of-way where the minimum setback shall be sixty (60) feet. The setback from collector and local right-of-ways shall be twenty (20) feet.

3-17-07-03-06 *MINIMUM SETBACK FROM SECTION LINE*

The minimum setback from a section line for principal structures in a Mobile Home Dwelling District shall be one hundred (100) feet. Variations may be permitted if the Department of Public Works determines no additional right-of-way is required.

3-17-07-04 SETBACK FROM OTHER DISTRICT BOUNDARY LINES FOR ALL STRUCTURES

The setback from other zone district boundary lines for all structures in a Mobile Home Dwelling District shall be twenty-five (25) feet.

3-17-07-05 SETBACK AND DIMENSIONAL REQUIREMENTS FOR ACCESSORY STRUCTURES**3-17-07-05-01 *MINIMUM FRONT SETBACK***

The minimum front setback for accessory structures in a Mobile Home Dwelling District shall be twenty (20) feet.

3-17-07-05-02 *MINIMUM SIDE CORNER SETBACK*

The minimum side corner setback for accessory structures in a Mobile Home Dwelling District shall be twenty (20) feet.

3-17-07-05-03 *MINIMUM SIDE SETBACK*

The minimum side setback for accessory structures in a Mobile Home Dwelling District shall be five (5) feet.

3-17-07-05-04 *MINIMUM REAR SETBACK*

The minimum rear setback for accessory structures in a Mobile Home Dwelling District shall be five (5) feet.

3-17-07-05-05 *MINIMUM R.O.W. SETBACK*

The minimum setback for all accessory structures in a Mobile Home Dwelling District from an arterial right-of-way shall be forty (40) feet except a section line arterial right-of-way where the minimum setback shall be sixty (60) feet. The setback from collector and local right-of-ways shall be twenty (20) feet.

3-17-07-05-06 *MINIMUM SETBACK FROM SECTION LINE*

The minimum setback from a section line for accessory structures in a Mobile Home Dwelling District shall be one hundred (100) feet. Variations may be permitted if the Department of Public Works determines no additional right-of-way is required.

3-17-07-06 MAXIMUM HEIGHT

The maximum height of a structure in a Mobile Home Dwelling District shall be twenty (20) feet and the maximum height of any accessory structure shall be ten (10) feet.

3-17-07-07 MAXIMUM ACCESSORY BUILDING COVERAGE

The maximum accessory building coverage in a Mobile Home Dwelling District shall be six hundred (600) square feet.

3-17-07-08 MINIMUM FLOOR AREA OF DWELLINGS

The minimum floor area of dwellings in a Mobile Home Dwelling District shall be six hundred (600) square feet.

**3-17-08 RELATIONSHIP TO DESIGN REQUIREMENTS AND
PERFORMANCE STANDARDS**

All design requirements and performance standards for specific uses contained in Chapter 4 of these standards and regulations shall apply in a Mobile Home Dwelling District unless inconsistent with a provision contained in Section ~~3-173-16~~, in which case the specific standard or requirement contained in Section ~~3-173-16~~ shall apply.

3-18 **COMMERCIAL-0 DISTRICT (C-0)**

3-18-01 **PURPOSE**

The purpose of the Commercial-0 District is to provide an office district designed to provide administration and professional services, local employment and services, and provide a small local retail district designed to provide small convenient retail shopping and personal services for persons residing in adjacent residential areas.

3-18-02 **PERMITTED PRINCIPAL USES**

The following uses are permitted uses in a Commercial-0 District, subject to building permit review and approval. Only one (1) principal use shall be permitted per lot.

3-18-02-01 **PERMITTED PRINCIPAL AGRICULTURAL USES**

The following principal agricultural uses are permitted in a Commercial-0 District as noted above:

1. Nurseries
2. Traditional Farming

3-18-02-02 **PERMITTED PRINCIPAL INSTITUTIONAL USES**

The following principal institutional uses are permitted in a Commercial-0 District as noted above:

1. Institutional Care
2. Neighborhood Indoor Uses
3. Outdoor Public Uses (Excluding Cemeteries) ***Adopted by the BOCC December 13, 2010**
4. Places of Worship

3-18-02-03 **PERMITTED PRINCIPAL COMMERCIAL USES**

The following principal commercial uses when no more than two thousand (2,000) square feet per business, and provided there are no outdoor facilities, are permitted in a Commercial-0 District as noted above:

1. Animal Hospitals, No outdoor facilities

2. Automobile Service Stations
3. Bed and Breakfast Establishments
2. Commercial Retail
3. Convenience Retail Store
4. Office
5. Services

3-18-03 PERMITTED ACCESSORY USES

In association with a permitted principal use, the following accessory uses are permitted, subject to building permit review and approval:

1. Commercial Uses, Accessory
2. Institutional, Accessory
3. Residential, Accessory

3-18-04 PERMITTED CONDITIONAL USES

The following uses are permitted in a Commercial-0 District, subject to the issuance of a Conditional Use Permit from the Board of County Commissioners and building permit review and approval.

3-18-04-01 PERMITTED CONDITIONAL RESIDENTIAL USES

The following conditional commercial uses are permitted in a Commercial-0 District as noted above:

1. Single-Family Dwelling
2. Two-Family Dwelling
3. Multi-Family Dwelling
4. Manufactured Home Parks

3-18-04-02 PERMITTED CONDITIONAL INSTITUTIONAL USES

The following conditional institutional uses are permitted in a Commercial-0 District as noted above:

1. Public Service
2. Universities

3-18-04-03 PERMITTED CONDITIONAL COMMERCIAL USES

The following conditional commercial uses are permitted in a Commercial-0 District as noted above:

1. Automobile Dealers
2. Campgrounds, Commercial
3. Communications Towers, Commercial
4. Commercial Retail in excess of two thousand (2,000) square feet per business
5. Convenience Store in excess of two thousand (2,000) square feet per business
6. Drive-In Establishments
7. Golf Course/Driving Range, Commercial
8. Lodging, Commercial in excess of two thousand (2,000) square feet per business
9. Massage Business
10. Office in excess of two thousand (2,000) square feet per business
11. Restaurants
12. Services in excess of two thousand (2,000) square feet per business

3-18-04-04 PERMITTED CONDITIONAL INDUSTRIAL USES

The following conditional industrial uses are permitted in a Commercial-0 District as noted above:

1. Alcoholic Beverage Manufacturing
2. Business Park Uses
3. Extraction and Disposal Uses, Extraction Only (Except Oil and Gas Facilities shall be processed as an Oil and Gas Facility Permit; see Chapters 2 and 4).
4. Fuel, Oil Gasoline, and Petroleum Products (bulk storage and/or sale)
5. Major Energy Facilities
6. Solar energy systems, small-scale

3-18-05 PERMITTED SPECIAL/TEMPORARY USES

Special uses are permitted in a Commercial-0 District, subject to the issuance of a Special Use Permit from the Board of Adjustment. Temporary uses are permitted in a Commercial-0 District, subject to the issuance of a Temporary Use Permit from the Director of Community and Economic Development.

3-18-06 OIL AND GAS FACILITIES

Oil and Gas Facilities are permitted in a Commercial-0 District, subject to the issuance of an Oil and Gas Facility Permit. Allowance in the zone district does not guarantee the issuance of an Oil and Gas Facility Permit.

3-18-07 PROHIBITED USES

All uses: (1) not expressly identified as permitted uses in this Section; or (2) determined to be permitted by the Director of Community and Economic Development pursuant to Section 3-05-01 of these standards and regulations, are prohibited.

3-18-08 AREA AND HEIGHT STANDARDS

3-18-08-01 MINIMUM LOT SIZE REQUIREMENTS

There are no minimum lot size requirements in a Commercial-0 District.

3-18-08-02 MINIMUM LOT WIDTH REQUIREMENTS

The minimum lot width in a Commercial-0 District shall be seventy-five (75) feet.

3-18-08-03 SETBACK AND DIMENSIONAL REQUIREMENTS FOR A STRUCTURE

3-18-08-03-01 *MINIMUM FRONT SETBACK*

The minimum front setback for a structure in a Commercial-0 District shall be twenty-five (25) feet.

3-18-08-03-02 *MINIMUM SIDE CORNER SETBACK*

The minimum side corner setback for a structure in a Commercial-0 District shall be twenty-five (25) feet.

3-18-08-03-03 *MINIMUM SIDE SETBACK*

The minimum side setback for a structure in a Commercial-0 District shall be fifteen (15) feet on one side and five (5) feet on the other side; zero (0) foot setbacks may be approved for fireproof structures.

3-18-08-03-04 *MINIMUM REAR SETBACK*

The minimum rear setback for a structure in a Commercial-0 District shall be fifteen (15) feet.

3-18-08-03-05 *MINIMUM SETBACK FROM RESIDENTIALLY ZONED OR USED PROPERTY*

Not applicable

3-18-08-03-06 *MINIMUM R.O.W. SETBACK*

The minimum setback for all structures in a Commercial-0 District from an arterial right-of-way shall be seventy-five (75) feet except a section line arterial right-of-way where the minimum setback shall be seventy-five (75) feet. The setback from a collector or local road right-of-way shall be twenty-five (25) feet.

3-18-08-03-07 *MINIMUM SETBACK FROM SECTION LINE*

The minimum setback from a section line for all structures in a Commercial-0 District shall be one hundred (100) feet. Variations may be permitted if the Department of Public Works determines no additional right-of-way is required.

3-18-08-04 *MAXIMUM HEIGHT*

The maximum height of a structure in a Commercial-0 District shall be twenty-five (25) feet.

3-18-08-05 *MAXIMUM FLOOR AREA PER COMMERCIAL USE*

The maximum floor area per commercial use in a Commercial-0 District shall be two thousand (2,000) square feet unless otherwise approved with a Conditional Use Permit.

3-18-08-06 HOURS OF OPERATION

The hours of operation in a Commercial-0 District shall be restricted to 7:00 a.m. to 10:00 p.m.

3-18-09 RELATIONSHIP TO DESIGN REQUIREMENTS AND PERFORMANCE STANDARDS

All design requirements and performance standards for specific uses contained in Chapter 4 of these standards and regulations shall apply in a Commercial-0 District unless inconsistent with a provision contained in Section ~~3-183-17~~, in which case the specific standard or requirement contained in Section ~~3-183-17~~ shall apply.

3-19 **COMMERCIAL-1 DISTRICT (C-1)**

3-19-01 **PURPOSE**

The purpose of the Commercial-1 District is to provide an office district designed to provide retail shopping services and professional office space for persons residing in adjacent residential areas.

3-19-02 **PERMITTED PRINCIPAL USES**

The following uses are permitted uses in a Commercial-1 District, subject to building permit review and approval. Only one (1) principal use shall be permitted per lot.

3-19-02-01 **PERMITTED PRINCIPAL AGRICULTURAL USES**

The following principal agricultural uses are permitted in a Commercial-0 District as noted above:

1. Nurseries
2. Traditional Farming

3-19-02-02 **PERMITTED PRINCIPAL INSTITUTIONAL USES**

The following principal institutional uses are permitted in a Commercial-1 District as noted above:

1. Institutional Care
2. Neighborhood Indoor Uses
3. Outdoor Public Uses (Excluding Cemeteries) ***Adopted by the BOCC December 13, 2010**
4. Places of Worship

3-19-02-03 **PERMITTED PRINCIPAL COMMERCIAL USES**

The following principal commercial uses when less than two thousand (2,000) square feet per business are permitted in a Commercial-1 District as noted above:

1. Animal Hospitals (no outdoor facilities)
2. Automobile Service Stations
3. Bed and Breakfast Establishments

3. Commercial Retail
4. Convenience Retail Store
5. Lodging, Commercial
6. Office
7. Restaurants
8. Services

3-19-03 PERMITTED ACCESSORY USES

In association with a permitted principal use, the following accessory uses are permitted, subject to building permit review and approval:

1. Commercial Uses, Accessory
2. Institutional, Accessory
3. Residential, Accessory

3-19-04 PERMITTED CONDITIONAL USES

The following uses are permitted in a Commercial-1 District, subject to the issuance of a Conditional Use Permit from the Board of County Commissioners and building permit review and approval.

3-19-04-01 PERMITTED CONDITIONAL RESIDENTIAL USES

The following conditional commercial uses are permitted in a Commercial-1 District as noted above:

1. Multi-Family Dwelling
2. Manufactured Home Parks

3-19-04-02 PERMITTED CONDITIONAL INSTITUTIONAL USES

The following conditional institutional uses are permitted in a Commercial-1 District as noted above:

1. Public Service
2. Universities

3-19-04-03 PERMITTED CONDITIONAL COMMERCIAL USES

The following conditional commercial uses are permitted in a Commercial-1 District as noted above:

1. Animal Hospitals with outdoor facilities
2. Automobile Dealers
3. Campgrounds, Commercial
4. Communications Towers, Commercial
5. Commercial Retail in excess of two thousand (2,000) square feet per business
6. Drive-In Facilities
7. Golf Course/Driving Range, Commercial
8. Indoor Commercial Recreation/Entertainment
9. Kennel, Commercial
10. Lodging, Commercial in excess of two thousand (2,000) square feet per business
11. Massage Business
12. Office in excess of two thousand (2,000) square feet per business
13. Outdoor Commercial Recreation
14. Parking Lot, Commercial
15. Restaurants in excess of two thousand (2,000) square feet per business
16. Services in excess of two thousand (2,000) square feet per business
17. Trade Schools

3-19-04-04 PERMITTED CONDITIONAL INDUSTRIAL USES

The following conditional industrial uses are permitted in a Commercial-1 District as noted above:

1. Alcoholic Beverage Manufacturing
2. Business Park Uses
3. Extraction and Disposal Uses, Extraction Only (Except Oil and Gas Facilities shall be processed as an Oil and Gas Facility Permit; see Chapters 2 and 4).
4. Fuel, Oil, Gasoline, and Petroleum Products (bulk storage and/or sale)
5. Major Energy Facilities

5.6. Solar energy systems, small-scale

3-19-05 PERMITTED SPECIAL/TEMPORARY USES

Special uses are permitted in a Commercial-1 District, subject to the issuance of a Special Use Permit from the Board of Adjustment. Temporary uses are permitted in a Commercial-1 District, subject to the issuance of a Temporary Use Permit from the Director of Community and Economic Development.

3-19-06 OIL AND GAS FACILITIES

Oil and Gas Facilities are permitted in a Commercial-1 District, subject to the issuance of an Oil and Gas Facility Permit. Allowance in the zone district does not guarantee the issuance of an Oil and Gas Facility Permit.

3-19-07 PROHIBITED USES

All uses: (1) not expressly identified as permitted uses in this Section; or (2) determined to be permitted by the Director of Community and Economic Development pursuant to Section 3-05-01 of these standards and regulations, are prohibited.

3-19-08 AREA AND HEIGHT STANDARDS

3-19-08-01 MINIMUM LOT SIZE REQUIREMENTS

There are no minimum lot size requirements in a Commercial-1 District.

3-19-08-02 MINIMUM LOT WIDTH REQUIREMENTS

The minimum lot width in a Commercial-1 District shall be seventy-five (75) feet.

3-19-08-03 SETBACK AND DIMENSIONAL REQUIREMENTS FOR A STRUCTURE

3-19-08-03-01 *MINIMUM FRONT SETBACK*

The minimum front setback for a structure in a Commercial-1 District shall be twenty-five (25) feet.

3-19-08-03-02 *MINIMUM SIDE CORNER SETBACK*

The minimum side corner setback for a structure in a Commercial-1 District shall be twenty-five (25) feet.

3-19-08-03-03 *MINIMUM SIDE SETBACK*

The minimum side setback for a structure in a Commercial-1 District shall be fifteen (15) feet on one side and five (5) feet on the other side; zero (0) foot setbacks may be approved for fireproof structures.

3-19-08-03-04 *MINIMUM REAR SETBACK*

The minimum rear setback for a structure in a Commercial-1 District shall be fifteen (15) feet.

3-19-08-03-05 *MINIMUM SETBACK FROM RESIDENTIALLY ZONED OR USED PROPERTY*

Not applicable

3-19-08-03-06 *MINIMUM R.O.W. SETBACK*

The minimum setback for all structures in a Commercial-1 District from an arterial right-of-way shall be seventy-five (75) feet except a section line arterial right-of-way where the minimum setback shall be seventy-five (75) feet. The setback from a collector or local road right-of-way shall be twenty-five (25) feet.

3-19-08-03-07 *MINIMUM SETBACK FROM SECTION LINE*

The minimum setback from a section line for all structures in a Commercial-1 District shall be one hundred (100) feet. Variations may be permitted if the Department of Public Works determines no additional right-of-way is required.

3-19-08-04 *MAXIMUM HEIGHT*

The maximum height of a structure in a Commercial-1 District shall be twenty-five (25) feet.

3-19-08-05 *MAXIMUM FLOOR AREA PER COMMERCIAL USE*

The maximum floor area per commercial use in a Commercial-1 District shall be two thousand (2,000) square feet unless otherwise approved with a Conditional Use Permit.

3-19-08-06 HOURS OF OPERATION

The hours of operation in a Commercial-1 District shall be restricted to 7:00 a.m. to 10:00 p.m.

3-19-09 RELATIONSHIP TO DESIGN REQUIREMENTS AND PERFORMANCE STANDARDS

All design requirements and performance standards for specific uses contained in Chapter 4 of these standards and regulations shall apply in a Commercial-1 District unless inconsistent with a provision contained in Section ~~3-193-18~~ in which case the specific standard or requirement contained in Section ~~3-193-18~~ shall apply.

3-20 COMMERCIAL-2 DISTRICT (C-2)

3-20-01 PURPOSE

The purpose of the Commercial-2 District is to provide a retail and service district designed to provide most retail shopping and personal services for persons residing in nearby residential areas.

3-20-02 PERMITTED PRINCIPAL USES

The following uses are permitted uses in a Commercial-2 District, subject to building permit review and approval. Only one (1) principal use shall be permitted per lot.

3-20-02-01 PERMITTED PRINCIPAL AGRICULTURAL USES

The following principal agricultural uses are permitted in a Commercial-2 District as noted above:

1. Nurseries
2. Traditional Farming

3-20-02-02 PERMITTED PRINCIPAL INSTITUTIONAL USES

The following principal institutional uses are permitted in a Commercial-2 District as noted above:

1. Institutional Care
2. Neighborhood Indoor Uses
3. Outdoor Public Uses (Excluding Cemeteries) ***Adopted by the BOCC December 13, 2010**
4. Places of Worship

3-20-02-03 PERMITTED PRINCIPAL COMMERCIAL USES

The following principal commercial uses with no more than ten thousand (10,000) square feet per use are permitted in a Commercial-2 District as noted above:

1. Animal Hospitals
2. Automobile Dealers
3. Automobile Service Stations

4. Bed and Breakfast Establishments
5. Commercial Retail
6. Convenience Retail Store
7. Drive-In Facilities
8. Golf Course/Driving Range, Commercial
9. Indoor Commercial Recreation/Entertainment
10. Lodging, Commercial
11. Office
12. Restaurants
13. Services

3-20-03 PERMITTED ACCESSORY USES

In association with a permitted principal use, the following accessory uses are permitted, subject to building permit review and approval:

1. Commercial Uses, Accessory
2. Institutional, Accessory

3-20-04 PERMITTED CONDITIONAL USES

The following uses are permitted in a Commercial-2 District, subject to the issuance of a Conditional Use Permit from the Board of County Commissioners and building permit review and approval.

3-20-04-01 PERMITTED CONDITIONAL INSTITUTIONAL USES

The following conditional institutional uses are permitted in a Commercial-2 District as noted above:

1. Public Service
2. Universities

3-20-04-02 PERMITTED CONDITIONAL COMMERCIAL USES

The following conditional commercial uses are permitted in a Commercial-2 District as noted above:

1. Campgrounds, Commercial

2. Communications Towers, Commercial
3. Heavy Retail and Heavy Services in excess of ten thousand (10,000) square feet (Excluding Automobile Dealers which are Permitted Principal Uses which are less than ten thousand (10,000) square feet).
4. Kennel, Commercial
5. Lodging, Commercial in excess of ten thousand (10,000) square feet
6. Massage Business
7. Office in excess of ten thousand (10,000) square feet
8. Outdoor Commercial Recreation
9. Parking Lot, Commercial
10. Services in excess of ten thousand (10,000) square feet
11. Trade Schools in excess of ten thousand (10,000) square feet

3-20-04-03 PERMITTED CONDITIONAL INDUSTRIAL USES

The following conditional industrial uses are permitted in a Commercial-2 District as noted above:

1. Alcoholic Beverage Manufacturing
2. Business Park Uses
3. Extraction and Disposal Uses, Extraction Only (Except Oil and Gas Facilities shall be processed as an Oil and Gas Facility Permit ; see Chapters 2 and 4).
4. Fuel, Oil, Gasoline, and Petroleum Products (bulk storage and/or sale)
5. Major Energy Facilities
6. Solar energy systems, small-scale
- 5.7. Solar energy systems, medium-scale

3-20-05 PERMITTED SPECIAL/TEMPORARY USES

Special uses are permitted in a Commercial-2 District, subject to the issuance of a Special Use Permit from the Board of Adjustment. Temporary uses are permitted in a Commercial-2 District, subject to the issuance of a Temporary Use Permit from the Director of Community and Economic Development.

3-20-06 OIL AND GAS FACILITIES

Oil and Gas Facilities are permitted in a Commercial-2 District, subject to the issuance of an Oil and Gas Facility Permit. Allowance in the zone district does not guarantee the issuance of an Oil and Gas Facility Permit.

3-20-07 PROHIBITED USES

All uses: (1) not expressly identified as permitted uses in this Section; or (2) determined to be permitted by the Director of Community and Economic Development pursuant to Section 3-05-01 of these standards and regulations, are prohibited.

3-20-08 AREA AND HEIGHT STANDARDS

3-20-08-01 MINIMUM LOT SIZE REQUIREMENTS

There are no minimum lot size requirements in a Commercial-2 District.

3-20-08-02 MINIMUM LOT WIDTH REQUIREMENTS

The minimum lot width in a Commercial-2 District shall be seventy-five (75) feet.

3-20-08-03 SETBACK AND DIMENSIONAL REQUIREMENTS FOR A STRUCTURE

3-20-08-03-01 *MINIMUM FRONT SETBACK*

The minimum front setback for a structure in a Commercial-2 District shall be twenty-five (25) feet.

3-20-08-03-02 *MINIMUM SIDE CORNER SETBACK*

The minimum side corner setback for a structure in a Commercial-2 District shall be twenty-five (25) feet.

3-20-08-03-03 *MINIMUM SIDE SETBACK*

The minimum side setback for a structure in a Commercial-2 District shall be fifteen (15) feet on one side and five (5) feet on the other side; zero (0) foot setbacks may be approved for fireproof structures.

3-20-08-03-04 *MINIMUM REAR SETBACK*

The minimum rear setback for a structure in a Commercial-2 District shall be fifteen (15) feet.

3-20-08-03-05 *MINIMUM SETBACK FROM RESIDENTIALLY ZONED OR USED PROPERTY*

Not applicable

3-20-08-03-06 *MINIMUM R.O.W. SETBACK*

The minimum setback for all structures in a Commercial-2 District from an arterial right-of-way shall be seventy-five (75) feet except a section line arterial right-of-way where the minimum setback shall be seventy-five (75) feet. The setback from a collector or local road right-of-way shall be twenty-five (25) feet.

3-20-08-03-07 *MINIMUM SETBACK FROM SECTION LINE*

The minimum setback from a section line for all structures in a Commercial-2 District shall be one hundred (100) feet. Variations may be permitted if the Department of Public Works determines no additional right-of-way is required.

3-20-08-04 *MAXIMUM HEIGHT*

The maximum height of a structure in a Commercial-2 District shall be thirty-five (35) feet.

3-20-08-05 *MAXIMUM FLOOR AREA PER COMMERCIAL USE*

The maximum floor area per commercial use in a Commercial-2 District shall be ten thousand (10,000) square feet.

3-20-08-06 *HOURS OF OPERATION*

The hours of operation in a Commercial-2 District shall be restricted to 7:00 a.m. to 12:00 a.m. when property abuts residentially zoned or used property. Otherwise, no restrictions on the hours of operation shall apply.

**3-20-09 RELATIONSHIP TO DESIGN REQUIREMENTS AND
PERFORMANCE STANDARDS**

All design requirements and performance standards for specific uses contained in Chapter 4 of these standards and regulations shall apply in a Commercial-2 District unless inconsistent with a provision contained in Section ~~3-203-19~~, in which case the specific standard or requirement contained in Section ~~3-203-19~~ shall apply.

3-21 COMMERCIAL-3 DISTRICT (C-3)**3-21-01 PURPOSE**

The purpose of the Commercial-3 District is to provide a retail and service district designed to provide most retail shopping and personal services for persons residing within Adams County and the surrounding area.

3-21-02 PERMITTED PRINCIPAL USES

The following uses are permitted uses in a Commercial-3 District, subject to building permit review and approval. Only one (1) principal use shall be permitted per lot.

3-21-02-01 PERMITTED PRINCIPAL AGRICULTURAL USES

The following principal agricultural uses are permitted in a Commercial-3 District as noted above:

1. Nurseries
2. Traditional Farming

3-21-02-02 PERMITTED PRINCIPAL INSTITUTIONAL USES

The following principal institutional uses are permitted in a Commercial-3 District as noted above:

1. Funeral Home/Mortuary ***Adopted by the BoCC on December 13, 2010**
2. Institutional Care
3. Neighborhood Indoor Uses
4. Outdoor Public Uses
5. Places of Worship

3-21-02-03 PERMITTED PRINCIPAL COMMERCIAL USES

The following principal commercial uses with no more than ten thousand (10,000) square feet per use are permitted in a Commercial-3 District as noted above:

1. Animal Hospitals
2. Automobile Dealers

3. Automobile Service Stations
4. Bed and Breakfast Establishments
5. Commercial Retail
6. Convenience Retail Store
7. Drive-In Facilities
8. Golf Course/Driving Range, Commercial
9. Indoor Commercial Recreation/Entertainment
10. Lodging, Commercial
11. Office
12. Restaurants
13. Services
14. Trade Schools

3-20-02-04 PERMITTED MARIJUANA ESTABLISHMENTS

The following principal marijuana establishments are permitted in a Commercial-3 District as noted above:

1. Medical Marijuana Center
2. Retail Marijuana Store
3. Medical Marijuana Optional Premises Cultivation Operation
Retail Marijuana Cultivation Facility

3-21-02-05 PERMITTED PRINCIPAL INDUSTRIAL USES

1. Accessory Outdoor Storage (up to 25% of the building area) ***Adopted by the BoCC on December 13, 2010**

3-21-03 PERMITTED ACCESSORY USES

In association with a permitted principal use, the following accessory uses are permitted, subject to building permit review and approval:

1. Commercial Uses, Accessory
2. Institutional, Accessory

3-21-04 PERMITTED CONDITIONAL USES

The following uses are permitted in a Commercial-3 District, subject to the issuance of a Conditional Use Permit from the Board of County Commissioners and building permit review and approval.

3-21-04-01 PERMITTED CONDITIONAL INSTITUTIONAL USES

The following conditional institutional uses are permitted in a Commercial-3 District as noted above:

1. Funeral Home/Mortuary to include Cremation ***Adopted by the BoCC on December 13, 2010**
2. Public Service
3. Universities

3-21-04-02 PERMITTED CONDITIONAL COMMERCIAL USES

The following conditional commercial uses are permitted in a Commercial-3 District as noted above:

1. Campgrounds, Commercial
2. Communications Towers, Commercial
3. Business Park Uses
4. Heavy Retail and Heavy Services (Excluding Automobile Dealers which are a Permitted Principal Use)
4. Kennel, Commercial
5. Lodging, Commercial in excess of ten thousand (10,000) square feet
6. Massage Business
7. Office in excess of ten thousand (10,000) square feet
8. Outdoor Commercial Recreation in excess of ten thousand (10,000) square feet
9. Parking Lot, Commercial
10. Services in excess of ten thousand (10,000) square feet
11. Trade Schools in excess of ten thousand (10,000) square feet

3-21-04-03 PERMITTED CONDITIONAL INDUSTRIAL USES

The following conditional industrial uses are permitted in a Commercial-3 District as noted above:

1. Alcoholic Beverage Manufacturing. Business Park Uses
2. Extraction and Disposal Uses, Extraction Only (Except Oil and Gas Facilities shall be processed as an Oil and Gas Facility Permit; see Chapters 2 and 4).
3. Fuel, Oil, Gasoline, and Petroleum Products (bulk storage and/or sale)
4. Major Energy Facilities
5. Solar energy systems, small-scale
- 4.6. Solar energy systems, medium-scale

3-21-05 PERMITTED SPECIAL/TEMPORARY USES

Special uses are permitted in a Commercial-3 District, subject to the issuance of a Special Use Permit from the Board of Adjustment. Temporary uses are permitted in a Commercial-3 District, subject to the issuance of a Temporary Use Permit from the Director of Community and Economic Development.

3-21-06 OIL AND GAS FACILITIES

Oil and Gas Facilities are permitted in a Commercial-3 District, subject to the issuance of an Oil and Gas Facility Permit. Allowance in the zone district does not guarantee the issuance of an Oil and Gas Facility Permit.

3-21-07 PROHIBITED USES

All uses: (1) not expressly identified as permitted uses in this Section; or (2) determined to be permitted by the Director of Community and Economic Development pursuant to Section 3-05-01 of these standards and regulations, are prohibited.

3-21-08 AREA AND HEIGHT STANDARDS

3-21-08-01 MINIMUM LOT SIZE REQUIREMENTS

There are no minimum lot size requirements in a Commercial-3 District.

3-21-08-02 MINIMUM LOT WIDTH REQUIREMENTS

The minimum lot width in a Commercial-3 District shall be seventy-five (75) feet.

3-21-08-03 SETBACK AND DIMENSIONAL REQUIREMENTS FOR A STRUCTURE

3-21-08-03-01 *MINIMUM FRONT SETBACK*

The minimum front setback for a structure in a Commercial-3 District shall be twenty-five (25) feet.

3-21-08-03-02 *MINIMUM SIDE CORNER SETBACK*

The minimum side corner setback for a structure in a Commercial-3 District shall be twenty-five (25) feet.

3-21-08-03-03 *MINIMUM SIDE SETBACK*

The minimum side setback for a structure in a Commercial-3 District shall be fifteen (15) feet on one side and five (5) feet on the other side; zero (0) foot setbacks may be approved for fireproof structures.

3-21-08-03-04 *MINIMUM REAR SETBACK*

The minimum rear setback for a structure in a Commercial-3 District shall be fifteen (15) feet.

3-21-08-03-05 *MINIMUM SETBACK FROM RESIDENTIALLY ZONED OR USED PROPERTY*

Not applicable

3-21-08-03-06 *MINIMUM R.O.W. SETBACK*

The minimum setback for all structures in a Commercial-3 District from an arterial right-of-way shall be seventy-five (75) feet except a section line arterial right-of-way where the minimum setback shall be seventy-five (75)

feet. The setback from a collector or local road right-of-way shall be twenty-five (25) feet.

3-21-08-03-07 *MINIMUM SETBACK FROM SECTION LINE*

The minimum setback from a section line for all structures in a Commercial-3 District shall be one hundred (100) feet. Variations may be permitted if the Department of Public Works determines no additional right-of-way is required.

3-21-08-04 MAXIMUM HEIGHT

The maximum height of a structure in a Commercial-3 District shall be thirty-five (35) feet.

3-21-08-05 MAXIMUM FLOOR AREA PER COMMERCIAL USE

The maximum floor area per commercial use in a Commercial-3 District shall be ten thousand (10,000) square feet unless otherwise approved with a Conditional Use Permit.

3-21-08-06 HOURS OF OPERATION

The hours of operation in a Commercial-3 District shall be restricted to 7:00 a.m. to 12:00 a.m. when property abuts residentially zoned or used property. Otherwise, no restrictions on the hours of operation shall apply.

3-21-09 RELATIONSHIP TO DESIGN REQUIREMENTS AND PERFORMANCE STANDARDS

All design requirements and performance standards for specific uses contained in Chapter 4 of these standards and regulations shall apply in a Commercial-3 District unless inconsistent with a provision contained in Section ~~3-213-20~~, in which case the specific standard or requirement contained in Section ~~3-213-20~~ shall apply.

3-22 COMMERCIAL-4 DISTRICT (C-4)

3-22-01 PURPOSE

The purpose of the Commercial-4 District is to serve as a general retail and service district designed to provide services and products for both the general and traveling public in a regional context.

3-22-02 PERMITTED PRINCIPAL USES

The following uses are permitted uses in a Commercial-4 District, subject to building permit review and approval. Only one (1) principal use shall be permitted per lot.

3-22-02-01 PERMITTED PRINCIPAL AGRICULTURAL USES

The following principal agricultural uses are permitted in a Commercial-4 District as noted above:

1. Nurseries
2. Traditional Farming

3-22-02-02 PERMITTED PRINCIPAL INSTITUTIONAL USES

The following principal institutional uses are permitted in a Commercial-4 District as noted above:

1. Funeral Home/Mortuary ***Adopted by the BoCC on December 13, 2010**
2. Institutional Care
3. Neighborhood Indoor Uses
4. Outdoor Public Uses
5. Places of Worship

3-22-02-03 PERMITTED PRINCIPAL COMMERCIAL USES

The following principal commercial uses are permitted in a Commercial-4 District as noted above:

1. Animal Hospitals
2. Automobile Dealers

3. Automotive Repair, including top, body, upholstery repair, paint, and tire re-treading shops
4. Automobile Service Stations
5. Bed and Breakfast Establishments
6. Commercial Retail
7. Convenience Retail Store
8. Drive-In Facilities
9. Golf Course/Driving Range, Commercial
10. Indoor Commercial Recreation/Entertainment
11. Lodging, Commercial
12. Office
13. Parking Lot, Commercial
14. Restaurants
15. Services
16. Sexually Oriented Businesses subject to the requirements of Section 4-17
17. Trade Schools

3-22-02-04 PERMITTED PRINCIPAL INDUSTRIAL USES

The following principal institutional uses are permitted in a Commercial-4 District as noted above:

1. Accessory Outdoor Storage (up to 25% of the building area)
***Adopted by the BoCC on December 13, 2010**
2. Alcohol Beverage Manufacturing
3. Automotive Repair, including top, body, upholstery repair, paint, and tire re-treading shops
4. Business Park Uses
5. Solar energy systems, small-scale
6. Solar energy systems, medium-scale

3-22-02-05 PERMITTED PRINCIPAL MARIJUANA ESTABLISHMENTS

The following principal marijuana establishments are permitted in a Commercial-4 District as noted above:

1. Medical Marijuana Center

2. Retail Marijuana Store
3. Medical Marijuana Optional Premises Cultivation Operation
Retail Marijuana Cultivation Facility

3-22-03 PERMITTED ACCESSORY USES

In association with a permitted principal use, the following accessory uses are permitted, subject to building permit review and approval:

1. Commercial Uses, Accessory
2. Institutional Uses, Accessory
3. Industrial Uses, Accessory

3-22-04 PERMITTED CONDITIONAL USES

The following uses are permitted in a Commercial-4 District, subject to the issuance of a Conditional Use Permit from the Board of County Commissioners and building permit review and approval.

3-22-04-01 PERMITTED CONDITIONAL AGRICULTURAL USES

The following conditional agricultural uses are permitted in a Commercial-4 District as noted above:

1. Agricultural Support Businesses and Services
2. Agricultural Businesses

3-22-04-02 PERMITTED CONDITIONAL INSTITUTIONAL USES

The following conditional institutional uses are permitted in a Commercial-4 District as noted above:

1. Funeral Home/Mortuary to include Cremation ***Adopted by the BoCC on December 13, 2010**
2. Public Service
3. Universities

3-22-04-03 PERMITTED CONDITIONAL COMMERCIAL USES

The following conditional commercial uses are permitted in a Commercial-4 District as noted above:

1. Campgrounds, Commercial
2. Communications Towers, Commercial
3. Heavy Retail and Heavy Services (Excluding Automobile Dealers and Automotive Repair which are a permitted principal use in the C-4 Zone District)
4. Kennel, Commercial
5. Massage Business
6. Outdoor Commercial Recreation
7. Racing Facilities

3-22-04-04 PERMITTED CONDITIONAL INDUSTRIAL USES

The following conditional industrial uses are permitted in a Commercial-4 District as noted above:

1. Extraction and Disposal Uses, Extraction Only (Except Oil and Gas Facilities shall be processed as an Oil and Gas Facility Permit ; see Chapters 2 and 4).
2. Major Energy Facilities
- ~~2.3.~~ Solar energy systems, large-scale

3-22-05 PERMITTED SPECIAL/TEMPORARY USES

Special uses are permitted in a Commercial-4 District, subject to the issuance of a Special Use Permit from the Board of Adjustment. Temporary uses are permitted in a Commercial-4 District, subject to the issuance of a Temporary Use Permit from the Director of Community and Economic Development.

3-22-06 OIL AND GAS FACILITIES

Oil and Gas Facilities are permitted in a Commercial-4 District, subject to the issuance of an Oil and Gas Facility Permit. Allowance in the zone district does not guarantee the issuance of an Oil and Gas Facility Permit.

3-22-07 PROHIBITED USES

All uses: (1) not expressly identified as permitted uses in this Section; or (2) determined to be permitted by the Director of Community and Economic

Development pursuant to Section 3-05-01 of these standards and regulations, are prohibited.

3-22-08 AREA AND HEIGHT STANDARDS

3-22-08-01 MINIMUM LOT SIZE REQUIREMENTS

There are no minimum lot size requirements in a Commercial-4 District.

3-22-08-02 MINIMUM LOT WIDTH REQUIREMENTS

The minimum lot width in a Commercial-4 District shall be one hundred (100) feet.

3-22-08-03 SETBACK AND DIMENSIONAL REQUIREMENTS FOR A STRUCTURE

3-22-08-03-01 *MINIMUM FRONT SETBACK*

The minimum front setback for a structure in a Commercial-4 District shall be twenty-five (25) feet.

3-22-08-03-02 *MINIMUM SIDE CORNER SETBACK*

The minimum side corner setback for a structure in a Commercial-4 District shall be twenty-five (25) feet.

3-22-08-03-03 *MINIMUM SIDE SETBACK*

The minimum side setback for a structure in a Commercial-4 District shall be fifteen (15) feet on one side and five (5) feet on the other side; zero (0) foot setbacks may be approved for fireproof structures.

3-22-08-03-04 *MINIMUM REAR SETBACK*

The minimum rear setback for a structure in a Commercial-4 District shall be fifteen (15) feet.

3-22-08-03-05 *MINIMUM SETBACK FROM RESIDENTIALLY ZONED OR USED PROPERTY*

Not applicable

3-22-08-03-06 *MINIMUM R.O.W. SETBACK*

The minimum setback for all structures in a Commercial-4 District from an arterial right-of-way shall be seventy-five (75) feet except a section line arterial right-of-way where the minimum setback shall be seventy-five (75) feet. The setback from a collector or local road right-of-way shall be twenty-five (25) feet.

3-22-08-03-07 *MINIMUM SETBACK FROM SECTION LINE*

The minimum setback from a section line for all structures in a Commercial-4 District shall be one hundred (100) feet. Variations may be permitted if the Department of Public Works determines no additional right-of-way is required.

3-22-08-04 MAXIMUM HEIGHT

The maximum height of a structure in a Commercial-4 District shall be thirty-five (35) feet.

3-22-09 RELATIONSHIP TO DESIGN REQUIREMENTS AND PERFORMANCE STANDARDS

All design requirements and performance standards for specific uses contained in Chapter 4 of these standards and regulations shall apply in a Commercial-4 District unless inconsistent with a provision contained in Section ~~3-223-21~~, in which case the specific standard or requirement contained in Section ~~3-223-21~~ shall apply.

3-23 **COMMERCIAL-5 DISTRICT (C-5)**

3-23-01 **PURPOSE**

The purpose of the Commercial-5 District is to serve as a general retail and service district designed to provide the broadest scope of services and products for both the general and traveling public in an interstate and regional context.

3-23-02 **PERMITTED PRINCIPAL USES**

The following uses are permitted uses in a Commercial-5 District, subject to building permit review and approval. Only one (1) principal use shall be permitted per lot.

3-23-02-01 **PERMITTED AGRICULTURAL USES**

The following agricultural uses are permitted in a Commercial-5 District as noted above:

1. Agricultural Support Businesses and Services
2. Agricultural Businesses
3. Nurseries
4. Traditional Farming

3-23-02-02 **PERMITTED PRINCIPAL INSTITUTIONAL USES**

The following institutional uses are permitted in a Commercial-5 District as noted above:

1. Funeral Home/Mortuary ***Adopted by the BoCC on December 13, 2010**
2. Institutional Care
3. Neighborhood Indoor Uses
4. Outdoor Public Uses
5. Places of Worship

3-23-02-03 PERMITTED PRINCIPAL COMMERCIAL USES

The following principal commercial uses are permitted in a Commercial-5 District as noted above:

1. Animal Hospitals
2. Automobile Dealers
3. Automobile Service Stations
4. Bed and Breakfast Establishments
5. Commercial Retail
6. Convenience Retail Store
7. Drive-In Facilities
8. Golf Course/Driving Range, Commercial
9. Indoor Commercial Recreation/Entertainment
10. Lodging, Commercial
11. Office
12. Parking Lot, Commercial
13. Restaurants
14. Services
15. Sexually Oriented Businesses subject to the requirements of Section 4-17
16. Trade Schools

3-23-02-04 PERMITTED PRINCIPAL INDUSTRIAL USES

The following principal industrial uses are permitted in a Commercial-5 District as noted above:

1. Accessory Outdoor Storage (up to 25% of the building area)
***Adopted by the BoCC on December 13, 2010**
2. Alcoholic Beverage Manufacturing
3. Automotive Repair, including top, body, upholstery repair, paint, and tire re-treading shops
4. Business Park Uses
5. Solar energy systems, small-scale
6. Solar energy systems, medium-scale

3-23-02-05 PERMITTED PRINCIPAL MARIJUANA ESTABLISHMENTS

The following principal marijuana establishments are permitted in a Commercial-5 District as noted above:

1. Medical Marijuana Center
2. Retail Marijuana Store
3. Medical Marijuana Optional Premises Cultivation Operation
Retail Marijuana Cultivation Facility

3-23-03 PERMITTED ACCESSORY USES

In association with a permitted principal use, the following accessory uses are permitted, subject to building permit review and approval:

1. Commercial Uses, Accessory
2. Institutional Uses, Accessory.
3. Industrial Uses, Accessory

3-23-04 PERMITTED CONDITIONAL USES

The following uses are permitted in a Commercial-5 District, subject to the issuance of a Conditional Use Permit from the Board of County Commissioners and building permit review and approval.

3-23-04-01 PERMITTED CONDITIONAL INSTITUTIONAL USES

The following conditional institutional uses are permitted in a Commercial-5 District as noted above:

1. Funeral Home/Mortuary to include Cremation ***Adopted by the BoCC on December 13, 2010**
2. Halfway House ***Adopted by the BoCC on December 13, 2010**
3. Jails and Prisons
4. Public Service
5. Universities

3-23-04-02 PERMITTED CONDITIONAL COMMERCIAL USES

The following conditional commercial uses are permitted in a Commercial-5 District as noted above:

1. Campgrounds, Commercial
2. Communications Towers, Commercial
3. Heavy Retail and Heavy Services (excluding Automotive Dealers and Automotive Repair which are a permitted principal use in the C-5 Zone District)
4. Kennel, Commercial
5. Massage Business
6. Off-Premise Advertising Devices
7. Outdoor Commercial Recreation
8. Racing Facilities

3-23-04-03 PERMITTED CONDITIONAL INDUSTRIAL USES

The following conditional industrial uses are permitted in a Commercial-5 District as noted above:

1. Accessory Outdoor Storage (in excess of 25% and up to 100% of the bldg. area) ***Adopted by the BoCC on December 13, 2010**
2. Extraction and Disposal uses, Extraction Only (Except Oil and Gas Facilities shall be processed as an Oil and Gas Facility Permit ;see Chapters 2 and 4).
3. Candy product manufacturing (for sale off premise)
4. Light Industrial (Excluding Automotive repair, including top, body, upholstery repair, paint, and tire re-treading shops which are permitted principal uses in the C-5 Zone District)
5. Light Manufacturing or Processing
6. Major Energy Facility
7. Solar energy systems, large-scale
8. Light Logistics Center

3-23-05 PERMITTED SPECIAL/TEMPORARY USES

Special uses are permitted in a Commercial-5 District, subject to the issuance of a Special Use Permit from the Board of Adjustment. Temporary uses are permitted in a

Commercial-5 District, subject to the issuance of a Temporary Use Permit from the Director of Community and Economic Development.

3-23-06 OIL AND GAS FACILITIES

Oil and Gas Facilities are permitted in a Commercial-5 District, subject to the issuance of an Oil and Gas Facility Permit. Allowance in the zone district does not guarantee the issuance of an Oil and Gas Facility Permit.

3-23-07 PROHIBITED USES

All uses: (1) not expressly identified as permitted uses in this Section; or (2) determined to be permitted by the Director of Community and Economic Development pursuant to Section 3-05-01 of these standards and regulations, are prohibited.

3-23-08 AREA AND HEIGHT STANDARDS

3-23-08-01 MINIMUM LOT SIZE REQUIREMENTS

There are no minimum lot size requirements in a Commercial-5 District.

3-23-08-02 MINIMUM LOT WIDTH REQUIREMENTS

The minimum lot width in a Commercial-5 District shall be one hundred (100) feet.

3-23-08-03 SETBACK AND DIMENSIONAL REQUIREMENTS FOR A STRUCTURE

3-23-08-03-01 *MINIMUM FRONT SETBACK*

The minimum front setback for a structure in a Commercial-5 District shall be twenty-five (25) feet.

3-23-08-03-02 *MINIMUM SIDE CORNER SETBACK*

The minimum side corner setback for a structure in a Commercial-5 District shall be twenty-five (25) feet.

3-23-08-03-03 *MINIMUM SIDE SETBACK*

The minimum side setback for a structure in a Commercial-5 District shall be fifteen (15) feet on one side and five (5) feet on the other side; zero (0) foot setbacks may be approved for fireproof structures.

3-23-08-03-04 *MINIMUM REAR SETBACK*

The minimum rear setback for a structure in a Commercial-5 District shall be fifteen (15) feet.

3-23-08-03-05 *MINIMUM SETBACK FROM RESIDENTIALLY ZONED OR USED PROPERTY*

Not applicable

3-23-08-03-06 *MINIMUM R.O.W. SETBACK*

The minimum setback for all structures in a Commercial-5 District from an arterial right-of-way shall be seventy-five (75) feet except a section line arterial right-of-way where the minimum setback shall be seventy-five (75) feet. The setback from a collector or local road right-of-way shall be twenty-five (25) feet.

3-23-08-03-07 *MINIMUM SETBACK FROM SECTION LINE*

The minimum setback from a section line for all structures in a Commercial-5 District shall be one hundred (100) feet. Variations may be permitted if the Department of Public Works determines no additional right-of-way is required.

3-23-08-04 *MAXIMUM HEIGHT*

The maximum height of a structure in a Commercial-5 District shall be thirty-five (35) feet.

3-23-09 *RELATIONSHIP TO DESIGN REQUIREMENTS AND PERFORMANCE STANDARDS*

All design requirements and performance standards for specific uses contained in Chapter 4 of these standards and regulations shall apply in a Commercial-5 District unless inconsistent with a provision contained in Section ~~3-233-22~~, in which case the specific standard or requirement contained in Section ~~3-233-22~~ shall apply.

3-24 INDUSTRIAL-1 DISTRICT (I-1)

3-24-01 PURPOSE

The purpose of the Industrial-1 District is to provide a general commercial and ~~restricted-limited~~ industrial district designed to provide for a variety of compatible business, warehouse, wholesale, offices and very limited industrial uses.

3-24-02 PERMITTED PRINCIPAL USES

The following uses are permitted uses in an Industrial-1 District, subject to building permit review and approval. Only one (1) principal use shall be permitted per lot.

3-24-02-01 PERMITTED PRINCIPAL AGRICULTURAL USES

The following principal agricultural uses are permitted in an Industrial-1 District as noted above:

1. Agricultural Support Businesses and Services
2. Agricultural Businesses
3. Farming
4. Nurseries
5. Ranching
6. Traditional Farming

3-24-02-02 PERMITTED PRINCIPAL INSTITUTIONAL USES

The following principal institutional uses are permitted in an Industrial-1 District as noted above:

1. Funeral Home/Mortuary ***Adopted by the BoCC on December 13, 2010**
2. Funeral Home/Mortuary to include Cremation ***Adopted by the BoCC on December 13, 2010**
3. Institutional Care
4. Neighborhood Indoor Uses
5. Outdoor Public Uses
6. Places of Worship

3-24-02-03 PERMITTED PRINCIPAL COMMERCIAL USES

The following principal commercial uses are permitted in an Industrial-1 District as noted above:

1. Animal Hospital
2. Automobile Service Stations
3. Bed and Breakfast Establishments
4. Commercial Retail
5. Convenience Retail Store
6. Drive-In Facilities
7. Golf Course/Driving Range, Commercial
8. Heavy Retail and Heavy Services excluding Auto towing and storage yards
9. Indoor Commercial Recreation/Entertainment
10. Lodging, Commercial
11. Offices
12. Parking Lot, Commercial
13. Restaurants
14. Services
15. Sexually Oriented Businesses subject to the requirements of Section 4-17
16. Trade School

3-24-02-04 PERMITTED PRINCIPAL INDUSTRIAL USES

The following principal industrial uses are permitted in an Industrial-1 District as noted above:

1. Accessory Outdoor Storage (up to 25% of the bldg. area) ***Adopted by the BoCC on December 13, 2010**
- ~~2. Accessory Outdoor Storage (in excess of 25% and up to 100% of the bldg. area) *Adopted by the BoCC on December 13, 2010~~
- ~~3.2.~~ 3.2. Alcoholic Beverage Manufacturing
- ~~4.3.~~ 4.3. Automotive Repair, including top, body upholstery repair, paint, and re-treading shops

- ~~5.4.~~ Business Park
- ~~6.5.~~ Candy Product Manufacturing (for sale off premise)
- ~~7. Fuel, Oil, Gasoline, and Petroleum Products (Bulk Storage and/or Sale)~~
- ~~8.6.~~ Glass or Glass Product Manufacturing
- ~~9. Landscape Storage Yard~~
- ~~10.7.~~ Light Industry
- ~~11.8.~~ Light Manufacturing or Processing
- ~~12. Lumber Mills, Planing Mills, and Storage of Logs~~
- ~~13.9.~~ Moderate Manufacturing or Processing (Excluding Creosote Manufacturing or Treatment Plant; Forging Plant and Foundry; Mobile Home Manufacturing and Storage; Cement, cinder block, concrete, lime or plaster manufacturing may be permitted or conditional in the Industrial-1 zone district depending upon compliance with performance standards in Chapter 4)
- ~~14.10.~~ Pickle Manufacturing
- 11. Sugar and Beet Refining
- 12. Solar energy systems, small-scale
- 13. Solar energy systems, medium-scale

3-24-02-05 PERMITTED PRINCIPAL MARIJUANA ESTABLISHMENTS

The following principal marijuana establishments are permitted in an Industrial-1 District as noted above:

1. Medical Marijuana Center
2. Retail Marijuana Store
3. Medical Marijuana Infused Products Manufacturer
4. Retail Marijuana Product Manufacturing Facility
5. Medical Marijuana Optional Premises Cultivation Operation
6. Retail Marijuana Cultivation Facility
- Retail Marijuana Testing Facility

3-24-03 PERMITTED ACCESSORY USES

In association with a permitted principal use, the following accessory uses are permitted, subject to building permit review and approval.

1. Agricultural Uses, Accessory
2. Commercial Uses, Accessory
3. Industrial Uses, Accessory

3-24-04 PERMITTED CONDITIONAL USES

The following uses are permitted in an Industrial-1 District, subject to the issuance of a Conditional Use Permit from the Board of County Commissioners and building permit review and approval.

3-24-04-01 PERMITTED CONDITIONAL INSTITUTIONAL USES

The following conditional institutional uses are permitted in an Industrial-1 District as noted above:

1. Halfway House ***Adopted by the BoCC on December 13, 2010**
2. Jails and Prisons
3. Public Service
4. Universities

3-24-04-02 PERMITTED CONDITIONAL COMMERCIAL USES

The following conditional commercial uses are permitted in an Industrial-1 District as noted above:

1. Airports, Landing Strips, and Heliports
3. Campgrounds, Commercial
4. Communication Towers, Commercial
5. Kennel, Commercial
6. Massage Business
7. Off-Premise Advertising Devices
8. Outdoor Commercial Recreation
9. Racing Facilities

3-24-04-03 PERMITTED CONDITIONAL INDUSTRIAL USES

The following conditional industrial uses are permitted in an Industrial-1 District as noted above:

1. Accessory Outdoor Storage (in excess of 25% and up to 100% of the building area)
- ~~1.2.~~ Outdoor Storage (in excess of 100% of the bldg. area) *Adopted by the BoCC on December 13, 2010
- ~~2. Boiler or tank works~~
3. Creosote Manufacturing or Treatment Plant
4. Extraction and Disposal Uses (Inert fills may be processed as a Special Use Permit, Temporary Use Permit or Certificate of Designation pursuant to Chapter 2 and 4; Except Oil and Gas Facilities shall be processed as an Oil and Gas Facility Permit ; see Chapters 2 and 4).
5. Forging plant and foundry
6. Heavy Industry (Excluding Solid Waste Transfer Stations, Scrap Tire Recycling Facilities and Solid Waste Recycling Facilities and Excluding Alcoholic Beverage Manufacturing which is a permitted principal use in the I-1 Zone District; Except Oil and Gas Facilities shall be processed as an Oil and Gas Facility Permit; see Chapters 2 and 4)
7. Major Energy Facilities
8. Mobile Homes Manufacturing and Storage
9. Paint and Enamel Manufacturing
10. Recycling Facilities
11. Scrap Processing or Shredding Yard
12. Smelting or Refining of Metal
13. —Tar and Waterproofing (materials manufacturing, treatment, and bulk storage)
14. Cement, cinder block, concrete, lime or plaster manufacturing may be permitted or conditional in the Industrial-1 zone district depending upon compliance with performance standards in Chapter 4
15. Landscape Storage Yard
16. Solar energy systems, large-scale
17. Heavy Logistics Center

3-24-05 PERMITTED SPECIAL/TEMPORARY USES

Special uses are permitted in an Industrial-1 District, subject to the issuance of a Special Use Permit from the Board of Adjustment. Temporary uses are permitted in the Industrial-1 District, subject to the issuance of a Temporary Use Permit from the Director of Community and Economic Development.

3-24-06 OIL AND GAS FACILITIES

Oil and Gas Facilities are permitted in an Industrial-1 District, subject to the issuance of an Oil and Gas Facility Permit. Allowance in the zone district does not guarantee the issuance of an Oil and Gas Facility Permit.

3-24-07 PROHIBITED USES

All uses: (1) not expressly identified as permitted uses in this Section; or (2) determined to be permitted by the Director of Community and Economic Development pursuant to Section 3-05-01 of these standards and regulations, are prohibited.

3-24-08 AREA AND HEIGHT STANDARDS

3-24-08-01 MINIMUM LOT SIZE REQUIREMENTS

The minimum lot size requirement shall be one (1) acre in an Industrial-1 District.

3-24-08-02 MINIMUM LOT WIDTH REQUIREMENTS

The minimum lot width in an Industrial-1 District shall be one hundred (100) feet.

3-24-08-03 SETBACK AND DIMENSIONAL REQUIREMENTS FOR A STRUCTURE

3-24-08-03-01 *MINIMUM FRONT SETBACK*

The minimum front setback for a structure in an Industrial-1 District shall be twenty-five (25) feet.

3-24-08-03-02 *MINIMUM SIDE CORNER SETBACK*

The minimum side corner setback for a structure in an Industrial-1 District shall be twenty-five (25) feet.

3-24-08-03-03 *MINIMUM SIDE SETBACK*

The minimum side setback for a structure in an Industrial-1 District shall be fifteen (15) feet on one side and five (5) feet on the other side; zero (0) foot setbacks may be approved for fireproof structures.

3-24-08-03-04 *MINIMUM REAR SETBACK*

The minimum rear setback for a structure in an Industrial-1 District shall be fifteen (15) feet.

3-24-08-03-05 *MINIMUM SETBACK FROM RESIDENTIALLY ZONED OR USED PROPERTY*

Not applicable

3-24-08-03-06 *MINIMUM R.O.W. SETBACK*

The minimum setback for all structures in an Industrial-1 District from an arterial right-of-way shall be seventy-five (75) feet except a section line arterial right-of-way where the minimum setback shall be seventy-five (75) feet. The setback from a collector or local road right-of-way shall be twenty-five (25) feet.

3-24-08-03-07 *MINIMUM SETBACK FROM SECTION LINE*

The minimum setback from a section line for all structures in an Industrial-1 District shall be one-hundred-forty-five (145) feet. Variations may be permitted if the Department of Public Works determines no additional right-of-way is required.

3-24-08-04 *MAXIMUM HEIGHT*

The maximum height of a structure in an Industrial-1 District shall be sixty (60) feet.

**3-24-09 RELATIONSHIP TO DESIGN REQUIREMENTS AND
PERFORMANCE STANDARDS**

All design requirements and performance standards for specific uses contained in Chapter 4 of these standards and regulations shall apply in an Industrial-1 District unless inconsistent with a provision contained in Section ~~3-243-23~~, in which case the specific standard or requirement contained in Section ~~3-243-23~~ shall apply.

3-25 INDUSTRIAL-2 DISTRICT (I-2)

3-25-01 PURPOSE

The purpose of the Industrial-2 District is to accommodate light manufacturing, processing, fabrication, assembly, and storage of non-hazardous and/or non-obnoxious material and products as well as allowing service facilities for industries and their employees.

3-25-02 PERMITTED PRINCIPAL USES

The following uses are permitted uses in an Industrial-2 District, subject to building permit review and approval. Only one (1) principal use shall be permitted per lot.

3-25-02-01 PERMITTED PRINCIPAL AGRICULTURAL USES

The following principal agricultural uses are permitted in an Industrial-2 District as noted above:

1. Agricultural Support Businesses and Services
2. Agricultural Businesses
3. Farming
4. Nurseries
5. Ranching
6. Traditional Farming

3-25-02-02 PERMITTED PRINCIPAL INSTITUTIONAL USES

The following principal institutional uses are permitted in an Industrial-2 District as noted above:

1. Funeral Home/Mortuary ***Adopted by the BoCC on December 13, 2010**
2. Funeral Home/Mortuary to include Cremation ***Adopted by the BoCC on December 13, 2010**
3. Institutional Care
4. Neighborhood Indoor Uses
5. Outdoor Public Uses

3-25-02-03 PERMITTED PRINCIPAL COMMERCIAL USES

The following principal commercial uses are permitted in an Industrial-2 District as noted above:

1. Animal Hospitals
2. Automobile Service Stations
3. Bed and Breakfast Establishments
4. Commercial retail
5. Convenience Retail Store
6. Drive-In Facilities
7. Golf Course/Driving Range, Commercial
8. Heavy Retail and Heavy Services, except Auto towing and storage yards
9. Indoor Commercial Recreation/Entertainment
10. Lodging, Commercial Offices
11. Parking Lot, Commercial
12. Restaurants
13. Services
14. Sexually Oriented Businesses subject to the requirements of Section 4-17
15. Trade Schools

3-25-02-04 PERMITTED PRINCIPAL INDUSTRIAL USES

The following principal industrial uses are permitted in an Industrial-2 District as noted above:

1. Accessory Outdoor Storage (up to 25% of the bldg. area) ***Adopted by the BoCC on December 13, 2010**
2. Accessory Outdoor Storage (in excess of 25% and up to 100% of the bldg. area) ***Adopted by the BoCC on December 13, 2010**
3. Outdoor Storage (in excess of 100% of the bldg. area) ***See Outdoor Storage Performance Standards in Chapter 4 *Adopted by the BoCC on December 13, 2010**

~~4. Boiler Tank Works~~

~~5.4.~~ Business Park Uses

~~6.5.~~ Fuel, Oil, Gasoline, and Petroleum Products (bulk storage and/or sale)

~~7.6.~~ Felt Manufacturing

~~8.7.~~ Landscape Storage Yard

~~9.8.~~ Lubrication and Grease Manufacturing

~~10.9.~~ Lumber mills, Planing Mills, and Storage of Logs

~~11.10.~~ Pickle Manufacturing

~~12.11.~~ Sugar and Beet Refining

~~13.12.~~ Heavy Industry (Excluding Solid Waste Transfer Stations, Asphalt and concrete production facilities, Salvage yards, Sawmills, Storage and disassembly of vehicles and the re-assembly of various parts, Scrap Tire Recycling Facilities and Solid Waste Recycling Facilities; Except Oil and Gas Facilities shall be processed as an Oil and Gas Facility Permit; see Chapters 2 and 4)

~~14.13.~~ Light Industry

~~15.14.~~ Light Manufacturing and Processing

~~15.~~ Moderate Manufacturing and Processing (Excluding Creosote Manufacturing or Treatment Plant, Boiler or tank manufacturing, and Forging Plant and Foundry

~~16.~~ Solar energy systems, small-scale

~~17.~~ Solar energy systems, medium-scale

3-25-02-05 PERMITTED PRINCIPAL MARIJUANA ESTABLISHMENTS

The following principal marijuana establishments are permitted in an Industrial-2 District as noted above:

1. Medical Marijuana Center
2. Retail Marijuana Store
3. Medical Marijuana Infused Products Manufacturer
4. Retail Marijuana Product Manufacturing Facility
5. Medical Marijuana Optional Premises Cultivation Operation
6. Retail Marijuana Cultivation Facility
- Retail Marijuana Testing Facility

3-25-03 PERMITTED ACCESSORY USES

In association with a permitted principal use, the following accessory uses are permitted, subject to building permit review and approval:

1. Commercial, Accessory
2. Industrial, Accessory

3-25-04 PERMITTED CONDITIONAL USES

The following uses are permitted in an Industrial-2 District, subject to the issuance of a Conditional Use Permit from the Board of County Commissioners and building permit review and approval.

3-25-04-01 PERMITTED CONDITIONAL INSTITUTIONAL USES

The following conditional institutional uses are permitted in an Industrial-2 District as noted above:

1. Halfway House ***Adopted by the BoCC on December 13, 2010**
2. Jails and Prisons
3. Places of Worship
4. Public Service
5. Universities

3-25-04-02 PERMITTED CONDITIONAL COMMERCIAL USES

The following conditional commercial uses are permitted in an Industrial-2 District as noted above:

1. Airports, Landing Strips, and Heliports
2. Campgrounds, Commercial
3. Communication Towers, Commercial
4. Kennel, Commercial
5. Massage Businesses
6. Off-Premise Advertising Devices
7. Outdoor Commercial Recreation
8. Racing Facilities
- ~~8.9.~~ Auto towing and storage yards

3-25-04-03 PERMITTED CONDITIONAL INDUSTRIAL USES

The following conditional industrial uses are permitted in an Industrial-2 District as noted above:

1. Outdoor Storage (in excess of 100% of the bldg. area) * See Outdoor Storage Performance Standards in Chapter 4 ***Adopted by the BoCC on December 13, 2010**
2. Creosote Manufacturing
3. Extraction and Disposal Uses (Inert fills may be processed as a Special Use Permit, Conditional Use Permit or Certificate of Designation pursuant to Chapter 2; Except Oil and Gas Facilities shall be processed as an Oil and Gas Facility Permit ; see Chapters 2 and 4.)
4. Forging Plant and Foundry
5. Heavy Manufacturing or Processing excluding; ~~Boiler or Tank Works, Felt Manufacturing and; Fuel, Oil, Gasoline and Petroleum Products (bulk storage and/or sale), Lubrication and Grease Manufacturing, Lumber Mills, Planing Mills, and Storage of Logs, Pickle Manufacturing, and Sugar and Beet Refining~~ which are permitted principal uses in the Industrial-2 Zone District
6. Major Energy Facilities
7. Asphalt and concrete production facilities
8. Salvage yards
9. Sawmills
10. Storage and disassembly of vehicles and the re-assembly of various parts
11. Solar energy systems, large-scale

3-25-05 PERMITTED SPECIAL/TEMPORARY USES

Special uses are permitted in an Industrial-2 District, subject to the issuance of a Special Use Permit from the Board of Adjustment. Temporary uses are permitted in an Industrial-2 District, subject to the issuance of a Temporary Use Permit from the Director of Community and Economic Development.

3-25-06 OIL AND GAS FACILITIES

Oil and Gas Facilities are permitted in an Industrial-2 District, subject to the issuance of an Oil and Gas Facility Permit. Allowance in the zone district does not guarantee the issuance of an Oil and Gas Facility Permit.

3-25-07 PROHIBITED USES

All uses: (1) not expressly identified as permitted uses in this Section; or (2) determined to be permitted by the Director of Community and Economic Development pursuant to Section 3-05-01 of these standards and regulations, are prohibited.

3-25-08 AREA AND HEIGHT STANDARDS

3-25-08-01 MINIMUM LOT SIZE REQUIREMENTS

The minimum lot size requirement shall be two (2) acres in an Industrial-2 District.

3-25-08-02 MINIMUM LOT WIDTH REQUIREMENTS

The minimum lot width in an Industrial-2 District shall be one-hundred-twenty-five (125) feet.

3-25-08-03 SETBACK AND DIMENSIONAL REQUIREMENTS FOR A STRUCTURE

3-25-08-03-01 *MINIMUM FRONT SETBACK*

The minimum front setback for a structure in an Industrial-2 District shall be twenty-five (25) feet.

3-25-08-03-02 *MINIMUM SIDE CORNER SETBACK*

The minimum side corner setback for a structure in an Industrial-2 District shall be twenty-five (25) feet.

3-25-08-03-03 *MINIMUM SIDE SETBACK*

The minimum side setback for a structure in an Industrial-2 District shall be fifteen (15) feet on one side and five (5) feet on the other side; zero (0) foot setbacks may be approved for fireproof structures.

3-25-08-03-04 *MINIMUM REAR SETBACK*

The minimum rear setback for a structure in an Industrial-2 District shall be fifteen (15) feet.

3-25-08-03-05 *MINIMUM SETBACK FROM RESIDENTIALLY ZONED OR USED PROPERTY*

Not applicable

3-25-08-03-06 *MINIMUM R.O.W. SETBACK*

The minimum setback for all structures in an Industrial-2 District from an arterial right-of-way shall be seventy-five (75) feet except a section line arterial right-of-way where the minimum setback shall be seventy-five (75) feet. The setback from a collector or local road right-of-way shall be twenty-five (25) feet.

3-25-08-03-07 *MINIMUM SETBACK FROM SECTION LINE*

The minimum setback from a section line for all structures in an Industrial-2 District shall be one-hundred-forty-five (145) feet. Variations may be permitted if the Department of Public Works determines no additional right-of-way is required.

3-25-08-04 *MAXIMUM HEIGHT*

The maximum height of a structure in an Industrial-2 District shall be seventy-five (75) feet.

3-25-09 *RELATIONSHIP TO DESIGN REQUIREMENTS AND PERFORMANCE STANDARDS*

All design requirements and performance standards for specific uses contained in Chapter 4 of these standards and regulations shall apply in an Industrial-2 District unless inconsistent with a provision contained in Section 3-243-23, in which case the specific standard or requirement contained in Section 3-243-23 shall apply.

3-26 INDUSTRIAL-3 DISTRICT (I-3)

3-26-01 PURPOSE

The purpose of the Industrial-3 District is to provide a heavy industrial district designed to accommodate most industrial enterprises.

3-26-02 PERMITTED PRINCIPAL USES

The following uses are permitted uses in an Industrial-3 District, subject to building permit review and approval. Only one (1) principal use shall be permitted per lot.

3-26-02-01 PERMITTED PRINCIPAL AGRICULTURAL USES

The following principal agricultural uses are permitted in an Industrial-3 District as noted above:

1. Agricultural Support Businesses and Services
2. Agricultural Businesses
3. Farming
4. Nurseries
5. Ranching
6. Traditional Farming

3-26-02-02 PERMITTED PRINCIPAL INSTITUTIONAL USES

The following principal institutional uses are permitted in an Industrial-3 District as noted above:

1. Funeral Home/Mortuary ***Adopted by the BoCC on December 13, 2010**
2. Funeral Home/Mortuary to include Cremation ***Adopted by the BoCC on December 13, 2010**
3. Institutional Care
4. Neighborhood Indoor Uses
5. Outdoor Public Uses

3-26-02-03 PERMITTED PRINCIPAL COMMERCIAL USES

The following principal commercial uses are permitted in an Industrial-3 District as noted above:

1. Animal Hospitals
2. Automobile Service Stations
3. Bed and Breakfast Establishments
4. Commercial Retail
5. Convenience Retail Store
6. Drive-In Facilities
7. Golf Course/Driving Range, Commercial
8. Heavy Retail and Heavy Services
9. Indoor Commercial Recreation/Entertainment
10. Lodging, Commercial
11. Offices
12. Parking Lot, Commercial
13. Restaurants
14. Services
15. Sexually Oriented Businesses subject to the requirements of Section 4-17
16. Trade Schools

3-26-02-04 PERMITTED PRINCIPAL INDUSTRIAL USES

The following principal industrial uses are permitted in an Industrial-3 District as noted above:

1. Accessory Outdoor Storage (up to 25% of the bldg. area) ***Adopted by the BoCC on December 13, 2010**
2. Accessory Outdoor Storage (in excess of 25% and up to 100% of the bldg. area) ***Adopted by the BoCC on December 13, 2010**
3. Outdoor Storage (in excess of 100% of the bldg. area) ***See Outdoor Storage Performance Standards in Chapter 4 *Adopted by the BoCC on December 13, 2010**
4. Business Park Uses
5. Heavy Industrial (Excluding Solid Waste Transfer Station, Scrap Tire Recycling Facilities and Solid Waste Recycling Facilities; Except Oil

and Gas Facilities shall be processed as an Oil and Gas Facility Permit; see Chapters 2 and 4)

6. Heavy Manufacturing and Processing (Excluding Acid Manufacturing, Asbestos Products Manufacturing, Bone Reduction, Caustic Soda Manufacturing, Coal, Coke Yards, or Coal Classifications, Fossil Fuel Manufacturing, Detergent, Soap and Byproducts Manufacturing Using Animal Fat, Disinfectant, Insecticide, or Poison Manufacturing, Distillation of Bone, Refuse, Grain, and Wood, Dye Manufacturing, Hazardous Waste Treatment Facility, Linseed Oil, Shellac, and Turpentine Manufacturing and Refinery, Lubrication and Grease Manufacturing, Oil Compounding, Paint and Enamel Manufacturing, Recycling Facilities, Scrap Processing or Shredding Yard, Smelting or Refining of Metal, and Tar and Waterproofing (materials manufacturing, treatment, and bulk storage).
7. Landscape Storage Yard
8. Light Industry
9. Light Manufacturing or Processing
10. Solar energy systems, small-scale
11. Solar energy systems, medium-scale

3-26-02-05 PERMITTED PRINCIPAL MARIJUANA ESTABLISHMENTS

The following principal marijuana establishments are permitted in an Industrial-3 District as noted above:

1. Medical Marijuana Centers
2. Retail Marijuana Stores
3. Medical Marijuana Infused Products Manufacturers
4. Retail Marijuana Product Manufacturing Facilities
5. Medical Marijuana Optional Premises Cultivation Operations
6. Retail Marijuana Cultivation Facilities
- Retail Marijuana Testing Facilities

**3-26-03 MODERATE MANUFACTURING (EXCLUDING CREOSOTE
MANUFACTURING OR TREATMENT PLANT) PERMITTED
ACCESSORY USES**

In association with a permitted principal use, the following accessory uses are permitted, subject to building permit review and approval.

1. Commercial Uses, Accessory
2. Industrial Uses, Accessory

3-26-04 PERMITTED CONDITIONAL USES

The following uses are permitted in an Industrial-3 District, subject to the issuance of a Conditional Use Permit from the Board of County Commissioners and building permit review and approval.

3-26-04-01 PERMITTED CONDITIONAL INSTITUTIONAL USES

The following conditional institutional uses are permitted in an Industrial-3 District as noted above:

1. Halfway House ***Adopted by the BoCC on December 13, 2010**
2. Jails and Prisons
3. Places of Worship
4. Public Service
5. Universities

3-26-04-02 PERMITTED CONDITIONAL COMMERCIAL USES

The following conditional commercial uses are permitted in an Industrial-3 District as noted above:

1. Airports, Landing Strips, and Heliports
2. Campgrounds , Commercial
3. Communication Towers, Commercial
4. Kennel, Commercial
5. Massage Business
6. Off-Premise Advertising Devices
7. Outdoor Commercial Recreation
8. Racing Facilities

3-26-04-03 PERMITTED CONDITIONAL INDUSTRIAL USES

The following conditional industrial uses are permitted in an Industrial-3 District as noted above:

1. Outdoor Storage (in excess of 100% of the bldg. area) *See Outdoor Storage Performance Standards in Chapter 4 ***Adopted by the BoCC on December 13, 2010**
2. Extraction and Disposal Uses (Inert fills may be processed as a Special Use Permit, Conditional Use Permit or a Certificate of Designation pursuant to Chapter 2; Except Oil and Gas Facilities shall be processed as an Oil and Gas Facility Permit ; see Chapters 2 and 4.)
3. Heavy Manufacturing or Processing except, Abrasive Manufacturing, Boiler or Tank Works, Celluloid Manufacturing, Felt Manufacturing, Fuel, Oil, Gasoline, and Petroleum Products (Bulk Storage and/or Sale), Lumber Mills, Planing Mills, and Storage of Logs, Pickle Manufacturing, and Sugar and Beet Refining which are permitted principal uses in the I-3 Zone District.
4. Creosote manufacturing or treatment plant
5. Major Energy Facilities
6. Solar energy systems, large-scale

3-26-05 PERMITTED SPECIAL/TEMPORARY USES

Special uses are permitted in an Industrial-3 District, subject to the issuance of a Special Use Permit from the Board of Adjustment. Temporary uses are permitted in an Industrial-3 District, subject to the issuance of a Temporary Use Permit from the Director of Community and Economic Development.

3-26-06 OIL AND GAS FACILITIES

Oil and Gas Facilities are permitted in an Industrial-3 District, subject to the issuance of an Oil and Gas Facility Permit. Allowance in the zone district does not guarantee the issuance of an Oil and Gas Facility Permit.

3-26-07 PROHIBITED USES

All uses: (1) not expressly identified as permitted uses in this Section; or (2) determined to be permitted by the Director of Community and Economic

Development pursuant to Section 3-05-01 of these standards and regulations, are prohibited.

3-26-08 AREA AND HEIGHT STANDARDS

3-26-08-01 MINIMUM LOT SIZE REQUIREMENTS

The minimum lot size requirement shall be two (2) acres in an Industrial-3 District.

3-26-08-02 MINIMUM LOT WIDTH REQUIREMENTS

The minimum lot width in an Industrial-3 District shall be one-hundred-twenty-five (125) feet.

3-26-08-03 SETBACK AND DIMENSIONAL REQUIREMENTS FOR A STRUCTURE

3-26-08-03-01 *MINIMUM FRONT SETBACK*

The minimum front setback for a structure in an Industrial-3 District shall be twenty-five (25) feet.

3-26-08-03-02 *MINIMUM SIDE CORNER SETBACK*

The minimum side setback for a structure in an Industrial-3 District shall be twenty-five (25) feet.

3-26-08-03-03 *MINIMUM SIDE SETBACK*

The minimum side setback for a structure in an Industrial-3 District shall be fifteen (15) feet on one side and five (5) feet on the other side; zero (0) foot setbacks may be approved for fireproof structures.

3-26-08-03-04 *MINIMUM REAR SETBACK*

The minimum rear setback for a structure in an Industrial-3 District shall be fifteen (15) feet.

3-26-08-03-05 *MINIMUM SETBACK FROM RESIDENTIALLY ZONED OR USED PROPERTY*

Not applicable

3-26-08-03-06 *MINIMUM R.O.W. SETBACK*

The minimum setback for all structures in an Industrial-3 District from an arterial right-of-way shall be seventy-five (75) feet except a section line arterial right-of-way where the minimum setback shall be seventy-five (75) feet. The setback from a collector or local road right-of-way shall be twenty-five (25) feet.

3-26-08-03-07 *MINIMUM SETBACK FROM SECTION LINE*

The minimum setback from a section line for all structures in an Industrial-2 District shall be one-hundred-forty-five (145) feet. Variations may be permitted if the Department of Public Works determines no additional right-of-way is required.

3-26-08-04 *MAXIMUM HEIGHT*

The maximum height of a structure in an Industrial-3 District shall be ninety (90) feet.

3-26-09 *RELATIONSHIP TO DESIGN REQUIREMENTS AND PERFORMANCE STANDARDS*

All design requirements and performance standards for specific uses contained in Chapter 4 of these standards and regulations shall apply in an Industrial-3 District unless inconsistent with a provision contained in Section ~~3-263-25~~, in which case the specific standard or requirement contained in Section ~~3-263-25~~ shall apply.

Adams County adopted the following zoning regulations for a Transit Oriented Development (TOD) zone district on January 7, 2013.

3-27 TRANSIT-ORIENTED DEVELOPMENT DISTRICT AND STANDARDS (TOD)

3-27-01 PURPOSE

The purpose of the Transit-Oriented Development (TOD) district designation is to encourage compact urban growth patterns, provide opportunities for increased transportation mode choice, reduce reliance on the automobile, and create a safe and pleasant pedestrian environment. The district regulations help ensure an attractive streetscape, a functional mix of complementary uses, and provision of amenities that support the use of transit, bicycles, and pedestrian facilities.

3-27-02 APPLICABILITY

Properties within or partially within a one-half mile radius of RTD FasTracks stations located, as measured from a point roughly in the center of the platform or as may be specifically established by the Director of Community and Economic Development following completion of construction of the stations, may be rezoned to the TOD zone district upon approval of the rezoning application by the BOCC pursuant to Section 02-02-12. Except as otherwise expressly stated, once a property is rezoned to TOD, the TOD zone district regulations shall apply to all properties within the boundaries of the TOD zone district. Specific performance standards contained in Chapter 4 shall apply unless otherwise modified by this section.

3-27-03 DEVELOPMENT APPLICATION AND REVIEW

A complete TOD sketch plan application shall be submitted with a TOD rezoning application. Final determination of the application of these standards and regulations shall be made by the Director of Community and Economic Development. The Director may refer the building permit site plan to the Planning Commission. If so referred, the decision of the Planning Commission shall constitute a final decision, subject to appeal to the Board of County Commissioners.

3-27-04 PERMITTED USES AND STRUCTURES

3-27-04-01 PERMITTED USES

The following uses are permitted in the TOD district with specific permits as indicated:

Table 3-26-A: Permitted Uses			
Use Type	Federal	Pecos Junction	Additional Standards
AGRICULTURAL			
All agricultural uses	--	--	
RESIDENTIAL	All residential uses are subject to Section 3-34-05-05 of the Flammable Gas Overlay		
Group home (developmentally disabled or elderly)	C	C [1]	
Group living facility with one to five persons	P	C [1]	
Group living facility in excess of 5 persons or with more than one registered sex offender	C	C [1]	
Live/work unit	P	C [1]	
Manufactured home park	--	--	
Mobile home park	--	--	
Multi-family dwelling, rowhouse/townhouse	P	C [1]	
Single-family detached dwelling	--	--	
Two-Family Dwelling	P	P	
Second-floor or higher residential	P	C [1]	
INSTITUTIONAL			
Funeral home/mortuary	P	P	
Funeral home/mortuary to include cremation	--	C	
Halfway house*	--	C	
Institutional Care	--	--	
Jails and Prisons	--	--	
Neighborhood Indoor Uses	P	P	
Outdoor Public Uses			
Garden plots	P	--	
Picnic areas	P	P	
Public areas for active recreational activities	C	--	
Places of Worship	C	C	
Public Service	C	C	
Universities	P	P	
COMMERCIAL			
Airports, Landing Strips, and Heliports	--	C	
Animal Hospitals	P	P	No outdoor kennels

Table 3-26-A: Permitted Uses			
Use Type	Federal	Pecos Junction	Additional Standards
Automobile Service Stations	See below		
Car washes	--	C	
Convenience stores with gas pumps where vehicles are serviced with minor repairs, oil changes, etc.	--	--	
Gas stations	C	C	
Bed and Breakfast Establishments	P	C [1]	
Campgrounds, Commercial	--	--	
Communication Towers, Commercial	C	C	
Commercial Retail, general	P	P	
Building supplies	--	P	Max. 25% of lot used for outdoor storage
Greenhouses (retail) and greenhouses with garden supplies	--	--	
Drive-In Establishments	--	--	
Golf Course/Driving Range, Commercial	--	--	
Heavy Retail and Heavy Services	--	P	Max. 25% of lot used for outdoor storage
Indoor Commercial Recreation/Entertainment	P	P	
Kennel, Commercial	P	P	No outdoor kennels
Lodging, Commercial	P	C [1]	
Massage Business	C	C	
Off-Premise Advertising Devices	--	--	
Office	P	P	
Outdoor Commercial Recreation	C	C	
Parking Lot, Commercial	C	C	Must be structured pursuant to Section 3-26-06-05-05-04
Racing Facilities	--	--	
Restaurants	P	P	No drive-up or drive-through service
Services	P	P	
Sexually Oriented Business	--	--	
Trade Schools	C	C	

Table 3-26-A: Permitted Uses			
Use Type	Federal	Pecos Junction	Additional Standards
INDUSTRIAL USES	Max. 25% of lot used for outdoor storage		
Business Park Uses	C	P	
Light Industry	--	C	
Auto towing and storage yards	--	--	
Recreational vehicle storage	--	--	
Trucking and general warehousing, including mini-storage	--	--	
Light Manufacturing or Processing	C	P	
Public utility storage yard	--	C	Only allowed as an accessory use to an approved Public Service use
Notes	[1] Residential uses may be permitted in the Pecos Junction station area through a conditional use permit when the area is determine to be environmentally mediated and safe for human habitation.		

3-27-05 SITE DEVELOPMENT AND USE MIX STANDARDS

3-27-05-01 DIMENSIONAL STANDARDS

Each site in the TOD district shall be subject to the minimum site development standards on the next page. Use or site development dimensions identified in Chapter 3 shall not be applicable in the TOD district. Specific performance standards contained in Chapter 4 shall apply unless otherwise modified by this section, as determined by the Community and Economic Development Director.

Table 3-26-B: Site Development Standards

	Two Family/ Duplex/ Townhome	Multiple-Family	Mixed-Use, Office, Comm.	Industrial (Pecos Junction only)
Lot Dimensions (min.)				
Lot area (sq. ft.)	Must meet density/FAR and setback requirements [1]			
Lot width (ft.)				
Site area/unit for duplex (sq. ft.)				
Density/FAR				
Minimum density, gross (du/acre)	12	18	--	--
FAR (min.) <i>described following this table</i>	--	--	0.75	0.50
Public Open Space (min. %) [2], [3]				
	20	20	10	10
Building Setback (ft.) [4]			See 3-26-06-05-03-03, Building Placement	
Fronting arterial or transit rail (max)	5	5	5	Max. 25
Fronting local or collector street (min/max)	5/10	5/10	5/10	
Fronting residential (min)	10	10	10	
Side or rear, adjacent to residential (min)	10	20	20	Not permitted adjacent to residential
Side or rear, interior to development (min) [5]	0	0	0	15
Height (ft., max.)				
Fronting arterial or transit rail	45	95	95	60
Fronting local or collector street	40	45	45	60
Fronting or adjacent to residential	35	35	35	60

Notes:

[1] Existing structures that are larger than these size limits may be rehabilitated or reconstructed provided that the gross square footage of the structure is not increased.

[2] This percentage may be reduced to zero for infill development as determined by the Community and Economic Development Director.

[3] On-site landscaping may be credited toward public open space requirements.

[4] All building setbacks shall comply with building code requirements. If there is conflict between the requirements of this section and the adopted building code, the terms of the building code shall supersede this section.

[5] "Interior to development" refers to multi-structure developments with interior lot lines.

Comment on Using FAR: FAR is a measurement of the bulk of the structure on the site. It is calculated by adding the area of each floor of the development and dividing this number by the total area of the lot. While FAR sets the basic parameters for the building, it allows the developer to make choices about the distribution of the building on the site. The FAR can be increased or decreased depending on the proposed uses, and can also be increased to promote a specific structure, such as for mixed use buildings to encourage mixed use development.

Figure 3-26-A below illustrates FAR. For an FAR of 0.5, the building could be built as a single story over 50% of the lot, two stories over 25% of the lot, four stories over 12.5% of the lot, or 5 stories over 10% of the lot. Similarly, a FAR of 0.75 would permit a single-story structure over 75% of the lot or two stories over 37.5% of the lot.

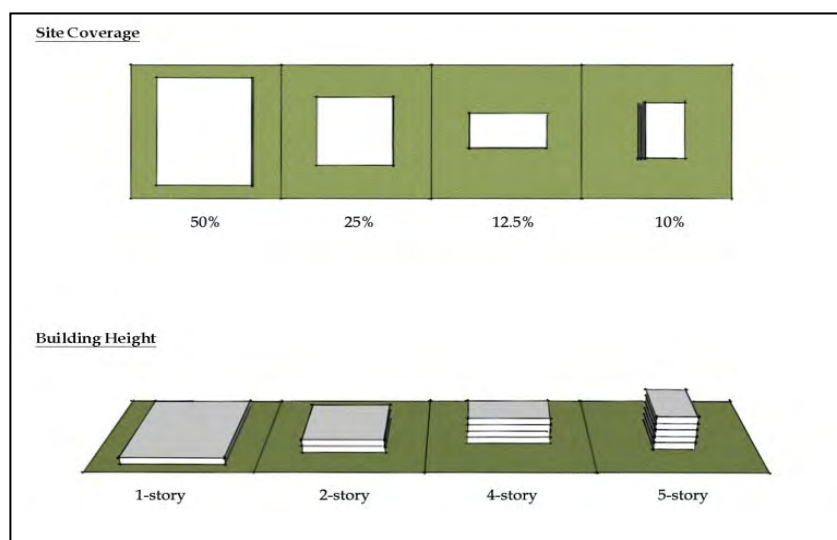


Figure 3-26-A: Illustration of FAR

Comment on Residential Density: The following photographs¹ provide illustrations of the residential densities potentially created by the TOD district. The images in Figure 3-26-B represent mixed-density residential development at approximately 10 -12 dwelling units/acre.

¹ Source: Visualizing Density by Julie Campoli and Alex S. MacLean, Lincoln Institute of Land Policy, 2007.



Figure 3-26-B: Mixed-density residential at approximately 12 dwelling units/acre

The images in Figure 3-26-C represent multiple family residential development at approximately 18 dwelling units/acre.



Figure 3-26-C: Multiple family residential development at approximately 18 dwelling units/acre

3-27-05-02 MIX OF USES

3-27-05-02-01 *MIX OF USES ENCOURAGED*

A diverse mix of commercial, employment, residential, and civic uses is encouraged within the TOD District to create a pedestrian and transit-supportive environment; however, the type and proportion of residential and non-residential uses will vary by station area, as well as the location, size, and surrounding development context of individual sites. Generally, larger sites located in areas where higher levels of activity are desirable should have a greater mix of uses than smaller sites. While a vertical mix of uses is

preferred where practicable, a horizontal mix of uses is permitted. Use mixes permitted in the Federal and Pecos Junction station areas are specified in the subsections below.

3-27-05-02-02 *FEDERAL STATION AREA*

The following use mix requirements are applicable in the Federal Station Area:

1. Single-use non-residential structures (excepting office) are only permitted on parcels or lots smaller than 20,000 sq. ft.
2. Non-residential developments (excepting office) on parcels or lots of 20,000 sq. ft. or larger are required to include residential uses with a minimum density of eight dwelling units per acre. This density may be reduced to no fewer than four dwelling units per acre where the Community and Economic Development Director finds that compliance with minimum development densities and other standards in this section is not feasible due to small lot size, configuration of the parcel, or other environmental constraints.



Figure 3-26-D: Illustration of sample 20,000 sq. ft. structure

3-27-05-02-03 *PECOS JUNCTION STATION AREA*

The appropriate mix of uses for development sites around the Pecos Junction Station Area shall be determined as part of the development plan review based on site constraints, environmental hazards, and availability of appropriate infrastructure. Residential uses may be permitted through a conditional use permit at such time as site and environmental conditions permit safe construction and habitation.

3-27-06 DESIGN AND DEVELOPMENT STANDARDS

3-27-06-01 NEIGHBORHOOD CONNECTIVITY

The following connectivity requirement shall apply in the TOD district.

3-27-06-01-01 *CIRCULATION PLAN REQUIRED*

1. TOD development plans shall include a district-wide circulation plan that addresses street connectivity, emergency and service

vehicle access, parking movements, accommodation of loading operations, turning radii, traffic calming measures where future “cut-through” traffic is likely, and similar issues.

2. The Community and Economic Development Director may waive the requirement for a circulation plan on determining that a proposed development is expected to have no impact on circulation or proposes no change in existing circulation patterns. This provision shall not be construed to exempt development that includes additional parking, driveways, or substantial modifications to the existing pedestrian network.

3-27-06-01-02 *STREETS AND VEHICULAR CIRCULATION*

3-27-06-01-02-01 *Grid Street Pattern*

1. Street and block patterns shall include a clear hierarchy of well-connected streets that distributes traffic over multiple streets and avoids traffic congestion on principal routes.
2. The arrangement of streets in a development shall provide for the alignment and continuation of existing or proposed streets into adjoining neighborhoods.
3. Within each development, the access and circulation system shall accommodate the safe, efficient, and convenient movement of vehicles, bicycles, and pedestrians through the development, and provide ample opportunities for linking adjacent neighborhoods, properties, and land uses.
4. Local neighborhood street systems shall provide multiple direct connections to and between local destinations such as residential neighborhoods, parks, schools, and shopping.

3-27-06-01-02-02 *Mixed-Use and Non-Residential Block Pattern*

1. Blocks shall generally be square or rectangular, but may vary in shape to protect natural features or respond to site constraints.
2. To the maximum extent feasible, streets and access lanes shall be oriented to create block and lot configurations with their longest dimension along an east-west axis to facilitate the use of passive solar principles.
3. Block length shall not exceed 600 feet except that blocks up to 800 feet in length are permitted if a mid-block pedestrian connection is provided. This requirement may be waived for industrial development as approved by the Community and Economic Development Director.

4. Blocks shall be measured from curb to curb, regardless of whether the street is public or private.
5. New development and redevelopment shall establish a regular pattern of blocks to the extent feasible to avoid creating large “superblocks” that limit pedestrian, bicycle, and vehicular circulation.
6. On sites that exceed the 600-foot block length or where block consolidation is proposed as part of redevelopment (by right-of-way abandonment), pedestrian, bicycle, and vehicular circulation access to surrounding neighborhoods shall be maintained to the maximum extent feasible.

3-27-06-02 LANDSCAPING

The provisions of Section 4-16, *Landscaping*, apply to development within the TOD district except as provided otherwise in this section.

3-27-06-02-01 BUFFERING APPLICABILITY

The following bufferyard requirements shall be substituted for Section 4-16-18-01 when applied in the TOD district.

Table 3-26-C: Required Bufferyard											
Use of Subject Property											
Use of Adjacent Properties	Column 2↓	Row 3→	Two Family/Duplex /Townhome		Multi-Family		Mixed-Use		Commercial (stories)		Indust.
		Structure Type	Res.	Non- Res.	Res.	Non- Res.	Vert.	Horiz.	1-3	3+	--
	Single- Family	Res	None	B	A	B	C	C	C	D	D
		Non-Res	B	None	B	A	A	A	A	B	
	Multi- Family	Res	A	B	None	B	B	B	C	D	D
		Non-Res	B	None	A	None	A	A	A	B	
	Mixed- Use	Vert.	C	A	B	A	None	None	A	B	D
		Horiz.	C	A	B	A	None	None	None	A	
	Comm. (stories)	1-3	C	A	C	A	A	None	None	None	D
		3+	D	B	D	B	B	A	None	None	D
Indust.	--	D	D	D	D	D	D	D	D	None	

1. To use Table 3-26-C, an applicant identifies the use of his/her property in Row 3, across the top of the table, and then reads down Column 2 to identify the use of the adjacent property (ies). The box at the intersection of Column 2 and Row 3 identifies the buffering requirement for the applicant on that property line. For example, an applicant for a vertical mixed-use development that is adjacent to single-family residential will

need to meet the “C” buffering requirement.2. Different types of buffering may be required on different property lines. For example, where a vertical mixed-use structure is adjacent to residential uses on the north side and adjacent to another vertical mixed-use structure on the south side, a level “C” buffer shall be provided on the north side adjacent to the residential, while no buffer shall be required on the south side adjacent to the mixed-use.

2. Bufferyard classification requirements shall be as defined in Section 4-16-18-01.
3. Required bufferyards may be located within a required setback. Where the required bufferyard is larger than the setback in any dimension, the full size of the bufferyard shall be provided. Additional flexibility in the application of these bufferyard requirements is provided through Section 4-16-21.

3-27-06-02-02 *PARKING LOT LANDSCAPING*

3-27-06-02-02-01 *Applicability*

3-27-06-02-02-01-01 *New Parking Lots*

All new surface parking lots containing 10 or more off-street parking spaces shall provide both perimeter and interior landscaping that meets the standards of this section.

3-27-06-02-02-01-02 *Parking Lot Expansion*

Existing surface parking lots that are expanded, whether as required by these regulations or voluntarily, shall be required to meet the standards of this section.

3-27-06-02-02-01-03 *Exceptions*

These requirements shall not apply to parking structures. Applicable perimeter landscape and buffer requirements for parking structure shall be determined through the conditional use permit process.

Parking spaces directly abutting a public street right-of-way are not required to have interior landscaping where the abutting landscaping meets the requirements of the perimeter landscape setback (Figure 3-26-E). The remainder of the parking rows in the lot shall be landscaped pursuant to this section.

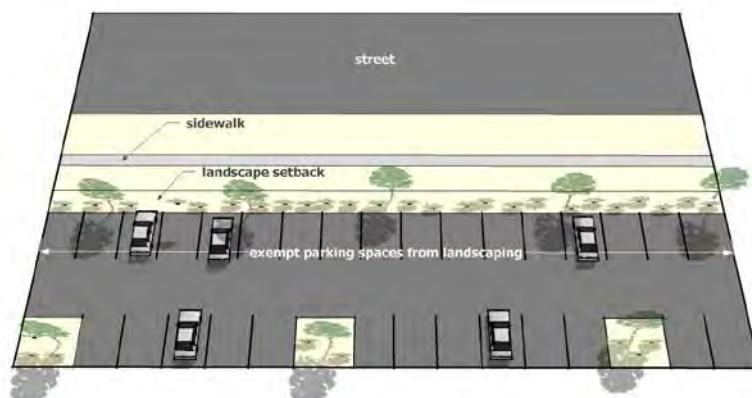


Fig. 3-26-E: Perimeter landscaping exception

3-27-06-02-02-02 ***Interior Parking Area Landscaping***

3-27-06-02-02-02-01 ***Required Landscape Area***

All surface parking lots shall incorporate the following interior landscaping:

1. Landscape islands of not less than 6 feet by 18 feet at the terminus of each row of parking that contain one tree and at least 50 percent vegetative cover other than turf grass;
2. Within the parking rows, one landscaped island of not less than 64 square feet for each 10 parking spaces or fraction thereof; and
3. A landscape median strip with a minimum width of six feet incorporated into the parking lot design to delineate the driveway entrance into the parking lot. One tree shall be planted for every 40 feet of median.



Fig. 3-26-F: Parking lot landscape terminus island

3-27-06-02-02-02-02 ***Landscape Island Design***

1. Required landscape islands shall not be separated by more than 10 parking spaces. For purposes of determining tree spacing, parking spaces may be counted in any rational sequence.

2. Curbs used to protect landscape islands shall have 18 inch wide curb cuts at frequent intervals to allow stormwater infiltration.
3. No paving shall be permitted within four feet of the center of a tree.
4. No parking space shall be located farther than 60 feet from an interior parking lot island.

3-27-06-02-02-02-03

Landscape Island Planting Requirements and Tree Preservation

In order to preserve a protected tree on-site, the Community and Economic Development Director may authorize up to a five percent reduction in the required number of parking spaces, or a five percent reduction of certain parking space sizes, if the Community and Economic Development Director determines that reduction in the number or size of certain parking spaces will preserve a protected tree that would otherwise be removed to provide for required parking. Nothing in this section shall allow the Community and Economic Development Director the authority to reduce the entire required parking space size or number by more than five percent. This provision shall be enacted only in instances where a protected tree is to be preserved.

3-27-06-02-02-02-04

Sidewalks as Median Strips

A landscaped median strip within a parking lot that separates either parking rows or parking lots shall be allowed to count a sidewalk located within the median strip toward a part of the required off-street parking lot landscaping. The intent of this sidewalk is to help facilitate safe pedestrian movement. This sidewalk must meet the following criteria if it is to be counted toward the required landscaping:

1. The sidewalk has a five-foot wide walking path and shall add two feet for vehicle overhang for each abutting parking stall.
2. The sidewalk runs the entire length of the divider strip.
3. The sidewalk is bordered on at least one side by landscaping, of which the sidewalk cannot account for more than 50 percent of the area of the median strip.

3-27-06-03

PARKING

TOD parking shall comply with the requirements of Section 4-12, Parking, Loading, and Curb Cut Requirements, except as specifically provided in this section.

3-27-06-03-01 *APPLICABILITY*

3-27-06-03-01-01 *New Development*

The requirements of this section shall apply to all new development where there is the construction of a new structure (excluding accessory structures) or establishment of a new land use.

3-27-06-03-01-02 *Small Use Exception*

Any individual non-residential use in a space that is 2,000 square feet or smaller shall be exempt from the minimum parking requirement of Table 3-26-D.

3-27-06-03-01-03 *On-Street Parking*

On-street parking located adjacent to the site on a public street may be used to meet up to 25 % of the minimum off-street parking requirements.

3-27-06-03-02 *REQUIRED PARKING*

The following off-street parking standards apply in the TOD district. Where this table does not specify a parking requirement or a use type is not specified in the table, the standards of Section 4-12-04-03, *Spaces Required*, apply.

Table 3-26-D: Off-Street Parking		
Use Type	Minimum Parking (spaces per sq. ft. GFA unless otherwise specified)	Maximum Parking (spaces per sq. ft. GFA unless otherwise specified)
Residential		
All residential	1 per unit	2 per unit
Office		
General office and financial services	1 per 400	1 per 300
Medical office	1 per 300	1 per 200
Institutional		
	See Section 4-12-04-03	
Commercial		
Commercial sales and services	1 per 500	1 per 400
Restaurant	1 per 4 persons of maximum occupancy capacity of customer service area(s)	
Industrial		Required Number of Spaces (per sq. ft.)
Accessory office or administrative area		1 per 500
Accessory indoor sales area		1 per 400

Table 3-26-D: Off-Street Parking		
Use Type	Minimum Parking (spaces per sq. ft. GFA unless otherwise specified)	Maximum Parking (spaces per sq. ft. GFA unless otherwise specified)
Indoor storage, distribution, warehousing, assembly, vehicular service, or manufacturing area:	1-3,000 sq. ft. of floor area	1 per 400
	3,001-5,000 sq. ft. of floor area	1 per 500
	5,001-10,000 sq. ft. of floor area	1 per 750
	10,001 or more sq. ft. of floor area	1 per 1,250
NOTE: The total number of required spaces for all uses is cumulative based on the variety of different functions present in a single use.		

3-27-06-03-03 MAXIMUM PARKING SPACES ALLOWED**3-27-06-03-03-01 *Applicability***

For any use with an identified maximum parking standard, off-street vehicle parking spaces shall not be provided in an amount that is more than that standard, unless mitigation is provided in the form of additional landscaping and pervious pavement construction or on-site stormwater mitigation pursuant to Subsection 3-26-06-03-03-05 below as approved by the Community and Economic Development Director.

3-27-06-03-03-02 *Establishing Maximum Parking Requirements*

Maximum parking standards for the TOD district are established in Table 3-26-D, *Off-Street Parking*. Where Table 3-26-D does not establish a maximum parking amount or where Section 4-12-04-03 is used to calculate required parking, the maximum amount of parking shall be established at 100% of the minimum required parking; i.e., the minimum required shall also be the maximum permitted.

3-27-06-03-03-03 *Maximum Parking Calculation Exceptions*

For the purpose of calculating parking requirements, the following types of parking spaces shall not count against the maximum parking requirement:

1. ADA parking,
2. Vanpool and carpool parking,
3. Alternative fuel vehicle parking,
4. On-street parking adjacent to the lot or lots on which the parking located, and

5. Structured parking, underground parking, and parking within, above, or beneath the building(s) it serves.

Unless otherwise stated above, the maximum number of spaces that may be credited towards this maximum parking calculation exception shall not exceed 20 percent of the maximum parking requirement.

3-27-06-03-03-04 *Maximum Parking Waiver*

3-27-06-03-03-04-01 *Parking Demand Study*

Requests to exceed the maximum parking requirement shall be accompanied by a parking demand study demonstrating how the maximum number of parking spaces specified in Table 3-26-D is insufficient for the proposed development.

3-27-06-03-03-04-02 *Review Criteria*

A waiver to the maximum parking requirement may be allowed by the Community and Economic Development Director in situations that meet the following criteria:

1. The proposed development has unique or unusual characteristics such as high sales volume per floor area or low turnover, that create a parking demand that exceeds the maximum ratio and that typically does not apply to comparable uses;
2. The parking demand cannot be accommodated by on-street parking, shared parking with nearby uses, or by increasing the supply of spaces that are exempt from the maximum ratio;
3. The request is the minimum necessary variation from the standards to accommodate the proposed development; or
4. If application of the maximum parking standard would result in fewer than six parking spaces, the development shall be allowed six parking spaces.

3-27-06-03-03-04-03 *Appeal*

The Community and Economic Development Director's determination on a maximum parking waiver application may be appealed to the Board of Adjustment.

3-27-06-03-03-05 *Design Requirements for Excess Parking*

Parking that is provided in excess of the maximum parking requirement shall be required to include increased internal landscaping and incorporate pervious pavement or stormwater mitigation as described below.

3-27-06-03-03-05-01 *Pervious Surfaces or On-Site Stormwater Mitigation*

Where parking spaces in excess of the maximum specified in Table 3-26-D are constructed, an area equal to the total area required for the number of spaces that exceed the maximum parking requirement shall be constructed of pervious surfaces or designed for on-site stormwater mitigation through low impact development techniques as approved by the Community and Economic Development Director. For example, if 500 square feet of additional space is provided for new parking, 500 square feet of pervious pavement or on-site stormwater mitigation shall be included in the total area of the parking lot.

3-27-06-03-03-05-02 *Additional Trees and Landscaping*

Applicants that request parking that exceeds the number of spaces required by Table 3-26-D shall provide additional parking lot trees and landscaping either in the parking lot or across the entire development site as follows:

- **3-26-06-03-03-05-02-01 *Trees***
 1. Additional trees not otherwise required by these regulations shall be required to be planted or preserved on-site when parking for any use or mix of uses is provided in an amount that is greater than the maximum amount permitted.
 2. The number of additional trees to be planted or preserved on-site is equal to one tree per two excess parking spaces provided.
- **3-26-06-03-03-05-02-02 *Landscaping***
 1. As required by Table 3-26-E, additional landscaping shall be provided and distributed throughout the site. The additional landscaping shall be integrated with the parking lot and/or site design. For example, where 500 sq. ft. of surface area are added to a parking lot, 15 extra sq. ft. of landscaping area would be added to the landscaping required by Section 3-26-06-02-02, *Parking Lot Landscaping*.

Table 3-26-E: Additional Landscaping Requirement for Overparking	
Amount of Excess Parking Requested Over Maximum	Additional Landscaping
101 – 108 percent	3% of parking area
109 – 116 percent	5% of parking area
117 – 125 percent	10% of parking area

2. Where the provision of additional landscaping is restricted for infill and redevelopment projects due to site constraints, the

applicant may provide sidewalk amenities or streetscape features as determined by the Community and Economic Development Director. Acceptable amenities shall have a value equal to or greater than the price of the additional landscaping features required in Table 3-26-E and may include:

- a. Sidewalk planters between the parking area and building and/or parking area and the street;
- b. Public art including but not limited to sculptures, fountains, clocks, or murals; or
- c. Decorative fencing (such as wrought iron) around the perimeter of the parking area provided with seasonal plantings.

3-27-06-03-04 **ADJUSTMENTS AND ALTERNATIVES**

The minimum parking requirements listed in Table 3-26-D may be adjusted as follows:

3-27-06-03-04-01 **Sharing of Parking Spaces**

1. Where two land uses listed in separate use categories in Table 3-26-D share a parking lot, parking lots, or structure, the total off-site parking required for those uses may be reduced by the factors shown in Table 3-26-F, *Shared Parking*. Total off-street parking required shall be the sum of the two parking requirements for the two uses divided by the factors in Table 3-26-F. For example, where a development includes both (a) institutional and (b) retail sales uses, the amount of parking required is the sum of the parking required for the two uses divided by 1.3.

Table 3-26-F: Shared Parking					
(Add the two parking requirements and divide by these factors)					
Property Use	Multi-Family	Institutional	Restaurants, Recreation, or Hotel	Retail Sales	Office or Commercial Services
Multi-family	-	1.1	1.1	1.2	1.3
Institutional	1.1	-	1.2	1.3	1.3
Restaurants, Recreation, or Hotel	1.1	1.2	-	1.3	1.7
Retail Sales	1.2	1.3	1.3	-	1.2
Office or Commercial Services	1.3	1.5	1.7	1.2	-

2. Shared parking shall be documented through a shared parking agreement approved by the county.

3-27-06-03-04-02

Reduced Need Populations

1. The required minimum number of off-street parking spaces may be reduced by 33 percent for any group living use or multi-family use in which occupancy of at least 80 percent of the units is restricted for use by those 60 years of age or older.
2. The required minimum number of off-street parking spaces may be reduced by 50 percent for any group living use or multi-family use in which occupancy of more than 80 percent of the units is restricted for use by those meeting the definition of “handicapped” individuals under the federal Fair Housing Act Amendments

3-27-06-03-04-03

Proximity to Transit

The Community and Economic Development Director may allow a reduction in parking spaces of up to 15 percent for multi-family dwelling developments or multi-family components of a mixed-use structure within the TOD district and located no more than one quarter (1/4) mile from the transit station provided:

1. The reduction is applied for in conjunction with a development plan review;
2. A parking analysis is submitted to the county in conjunction with the reduction request and development plan application; and
3. The reduction in the number of parking spaces shall not exceed 15 percent of the total number of parking spaces required for the proposed use.

3-27-06-03-05

BICYCLE PARKING

3-27-06-03-05-01

Required Number of Spaces

Indoor or outdoor bicycle parking shall be provided as follows:

Table 3-26-G: Bicycle Parking	
Use	Bicycle Parking Spaces [1]
Multiple-family	2 or 1 per 20 units
Group home	1 per 4 bedrooms
Office	2 or 1 per 40,000 sq. ft. (net area)
Commercial sales and service	2 or 1 per 5,000 sq. ft. (net area)
Community use (non-utility)	2 or 1 per 10,000 sq. ft. (net area)
Schools	2 per classroom
Notes: [1] Whichever measurement results in the higher number of spaces.	

3-27-06-03-05-02 *Design and Location*

1. Bicycle parking facilities shall include a rack or storage facility (e.g., locker) that enables bicycles to be secured. Where racks are used, they shall meet the following standards:
 - a. The bicycle frame and one wheel can be locked to the rack with a high-security, U-shaped shackle lock if both wheels are left on the bicycle;
 - b. A bicycle six feet long can be securely held with its frame supported so that the bicycle cannot be pushed or fall in a manner that will damage the wheels or components; and
 - c. The rack must be securely anchored.
2. Bicycle racks and storage facilities shall be accessible without moving another bicycle.
3. Bicycle racks and storage facilities shall be located in convenient, visible, well-lit areas with easy access and near main entrances of all commercial, residential, and institutional buildings. Such locations shall be clearly noted with signage.
4. The racks and storage facilities shall be located so they do not interfere with pedestrian traffic and shall be protected from potential damage by motor vehicles.
5. Bicycle parking shall not be within any required landscape area nor interfere with any pedestrian pathway.

3-27-06-04 MULTI-FAMILY DEVELOPMENT DESIGN STANDARDS

The design standards in this subsection apply to all multi-family development.

3-27-06-04-01 *SITE LAYOUT AND BUILDING ORIENTATION*

3-27-06-04-01-01 *Building Orientation*

1. Individual buildings within a multi-family development shall be oriented to:
 - a. Common open space, such as interior courtyards or on-site natural areas or features;
 - b. Perimeter streets;
 - c. Other residential buildings; or



Fig. 3-26-G: Courtyard Orientation

- d. Through-access drives.
- 2. To the maximum extent practicable,² buildings shall be oriented or arranged in a manner to enclose common open spaces such as gardens, courtyards, recreation, or play areas, that shall contain a minimum of three of these features:
 - a. Seasonal planting areas;
 - b. Trees;
 - c. Pedestrian-scaled lighting;
 - d. Gazebos or other decorative shelters;
 - e. Seating;
 - f. Play structures for children; or
 - g. Natural features or areas, unless the county determines that for preservation reasons the buildings should avoid the feature or area.



Fig. 3-26-H: Perimeter Street Orientation

3-27-06-04-01-02***Entrance Orientation***

- 1. Primary entrances and façades shall not be oriented towards parking lots, garages, or carports.
- 2. All multi-family buildings shall comply with at least two of the following requirements:
 - a. At least one main building entry faces an adjacent public street;
 - b. A building entrance faces a courtyard or common open space that has a direct and visible connection to an adjacent public street;



Fig. 3-26-I: Ground-floor unit entrances

² The following definition for “maximum extent practicable” will be added to the code definitions: “under the circumstances, reasonable efforts have been undertaken to comply with the regulation, that the costs of compliance clearly outweigh the potential benefits to the public or would unreasonably burden the proposed project, and reasonable steps have been undertaken to minimize any potential harm or adverse impacts resulting from noncompliance with the regulation.”

- c. A building entry is connected to a public sidewalk by a system of interior walkways; or
 - d. The pedestrian entries to the site from the public right-of-way are emphasized with enhanced landscaping, special paving, gateways, arbors, or similar features.
3. All ground-floor units with frontage along the primary street shall have an entrance that faces the street. Multi-family buildings located with multiple street frontages shall provide entrances to the building along each local street frontage.
- a. Exterior entrances from a public sidewalk or common open space are permitted for dwelling units on the ground floor.
 - b. Exterior entrances shall be raised from the finished ground-floor level of the sidewalk a minimum of two feet.
4. Dwelling units above the ground floor shall have interior unit entrances, except that exterior stairs are permitted for access to upper-floor units only if they are oriented towards a central plaza not visible from any street.

3-27-06-04-01-03

Private Common Space

- 1. In addition to the public open space required in Table 3-26-B, developments with at least four units shall provide 400 square feet of private common open space for each multifamily dwelling unit. This space may be provided as an individual patio or deck with a minimum dimension of five feet.
- 2. In developments with at least twelve units, a minimum of 40 percent of the required private common space shall be usable for recreation, including uses such as swimming pools, fitness facility, sport courts, playgrounds with equipment, and/or community gardening.

3-27-06-04-02

BUILDING DESIGN

3-27-06-04-02-01

Four-Sided Design

All sides of a multi-family building shall display a similar level of quality and architectural detailing as on the front elevation when visible from:



Fig. 3-26-J: Four-sided design

1. Property occupied by or designated for single-family residential uses,
2. An existing public street right-of-way, or
3. Other public lands or spaces.

3-27-06-04-02-02

Maximum Number of Attached Units

The maximum number of attached units in a series such as townhomes is six.

3-27-06-04-02-03

Single-Family Attached Dwelling Façades

1. The attached single-family dwellings in any one row structure shall be required to have distinctly different façades. No attached single-family structure facade shall be repeated more than once every four structures on the same side of the street.



Fig. 3-26-K: Single-family attached building façade differentiation

2. The façades of single-family attached townhomes shall be punctuated by a change in texture or material, offset, or other architectural feature to differentiate individual units
3. Any building (excluding parking garages and other accessory buildings) viewed from a public right-of-way or public open space shall either face such right-of-way or open space, or shall have a façade facing such area in keeping with the character of the front façade, including the utilization of similar fenestration and materials.

3-27-06-04-02-04

Building Mass and Articulation

1. The elevations of all multi-family buildings shall be articulated through the incorporation of at least three or more of the following:
 - a. Balconies;
 - b. Bay or box windows;



Fig. 3-26-L: Multi-family building articulation

- c. Porches or covered entries;
 - d. Dormers or other variations in the roof plane;
 - e. Accent materials such as brick, stone, or stucco with banding highlights;
 - f. Shutters;
 - g. Variation in window sizes and shapes; or
 - h. Vertical elements that demarcate building modules.
2. The height of each multi-family building taller than 35 feet shall be stepped down from its highest roofline at least one full story for a depth of at least 15 feet on any end of the building located within 50 feet of an adjacent area zoned or used for single-family residential.

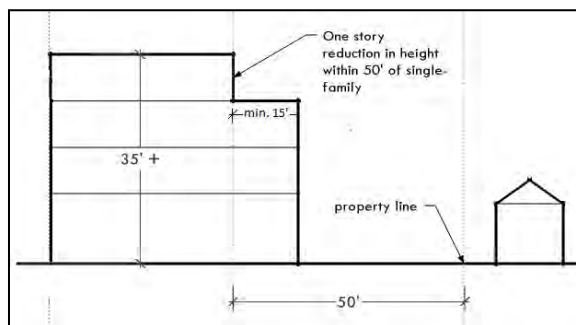


Fig. 3-26-M: Height transition adjacent to residential

3. Multi-family buildings shall provide concentrated unit access points. Access balconies and corridors running the length of the exterior of a building are prohibited.

3-27-06-04-02-05

Vertical Articulation

- 1. For all structures three stories or more in height, the base (first 20 feet) of a building shall be distinguished from the remainder of the building by providing a minimum of three of the design elements listed above in Subsection 3-26-06-04-02-04.
- 2. Multi-family buildings shall be designed to incorporate visually heavier and more massive elements at the building base, and lighter elements above the base. Upper stories shall not appear heavier or demonstrate greater mass than the lower stories of the building.

3-27-06-04-02-06

Building Length

The maximum length of any multifamily building shall be 180 feet.

3-27-06-04-02-07 *Transparency*

At least 20 percent of all walls facing a public street shall contain windows or doorways.

3-27-06-04-02-08 *Materials*

All material shall be durable and long-lasting. The following materials are acceptable for multi-family residential construction:

1. Brick, concrete stucco, stone, stone facing, wood, glass in combination with metal, or similar, durable architectural materials as approved by the Planning Commission.
2. Vinyl siding, EIFS, or synthetic stucco may be approved by the Planning Commission on a case-by-case basis.

3-27-06-04-03 *PARKING LOCATION AND LAYOUT***3-27-06-04-03-01 *Location and Layout***

1. To the maximum extent feasible, garage entries, carports, parking areas, and parking structures shall be internalized in building groupings or oriented away from street frontage.
2. Parking areas and freestanding parking structures (detached garages or carports) shall not occupy more than 30 percent of each perimeter public street frontage of a multi-family development.
3. To the maximum extent practicable, freestanding parking structures that are visible from perimeter public streets shall be sited so that the narrow end of the parking structure is perpendicular to the perimeter street.



Fig. 3-26-N: Multi-family parking located behind primary structure

3-27-06-04-03-02 *Carports and Detached Garages*

1. Carports and common garages shall be limited to 60 feet in length.

2. Detached garages and carports shall incorporate compatible materials, scale, colors, architectural details, and roof slopes similar to those of the primary multi-family buildings.
3. Rear walls of detached garages over 40 feet in length that back onto the perimeter street shall be articulated or punctuated through the use of window openings or other similar techniques.

3-27-06-05 MIXED-USE/NON-RESIDENTIAL DESIGN STANDARDS

3-27-06-05-01 **APPLICABILITY**

The design standards in this section apply to all mixed-use, office, and commercial structures. Industrial development in the TOD district shall be subject to the following subsections of this section in addition to the provisions of Chapter 4:

1. 3-26-06-05-05-02, *Parking Location*;
2. 3-26-06-05-05-02, *Parking Lot Screening*;
3. 3-26-06-05-06, *Building Design*; and
4. 3-26-06-05-08, *Residential Compatibility Standards*.

3-27-06-05-02 **SITE LAYOUT AND BUILDING ORGANIZATION**

3-27-06-05-02-01 **Private Common Spaces**

3-27-06-05-02-01-01 **Required Private Common Spaces**

Mixed-use, commercial, and office development shall incorporate at least one on-site indoor or outdoor common space per building. Common space shall be visible and accessible and shall be located, where possible, along street frontages. Common spaces shall be connected, to the maximum extent practicable, to pedestrian areas, sidewalks, trails, or public open space in order to create functional pedestrian connectors.

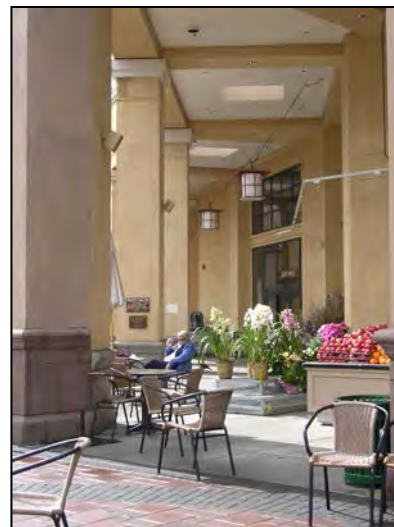


Fig. 3-26-O: Private common space

3-27-06-05-02-01-02 *Features and Amenities*

The following features may be used to satisfy the private common space standard:

1. Patio or plaza with seating and landscaping;
2. Landscaped mini-parks or square;
3. Rooftop or community garden; or
4. Similar features as approved by the Community and Economic Development Director.

3-27-06-05-02-01-03 *Design*

Private common spaces shall be constructed of materials that are of a comparable quality and be of a compatible design as the building they are attached to or the public space in which they are placed.

3-27-06-05-02-01-04 *Quantity and Amount*

The quantity and amount of required private common spaces shall vary as follows:

1. For buildings 10,000 square feet or less – 1,000 square feet;
2. For buildings between 10,001 and 20,000 square feet – 2,000 square feet that may be divided into two 1,000 square foot spaces; and
3. For buildings over 20,000 square feet – an extra 1,000 square feet of common space per 10,000 square feet of building or portion thereof.

3-27-06-05-02-02 *Building Orientation***3-27-06-05-02-02-01 *Individual Buildings***

In cases where the long axis of a building is perpendicular to the primary street, the portion of the structure facing the primary street shall be configured with at least one operable entrance and one or more transparent windows as approved by the Community and Economic Development Director.

3-27-06-05-02-02-02

Multi-Building Developments

1. Buildings shall be organized to promote a compact pattern of development, pedestrian-friendly spaces, streetscapes, areas of naturalized landscaping, and to screen parking areas.
2. Buildings shall be arranged and grouped so that their primary orientation complements one another and adjacent, existing development by:
 - a. Framing the corner of an adjacent street intersection or entry point to the development;
 - b. Framing and enclosing a pedestrian and/or vehicle road or access corridor within or adjacent to the development site;
 - c. Framing and enclosing on at least three sides parking areas, public spaces, or other site amenities;
 - d. Framing and/or enclosing outdoor dining or gathering spaces for pedestrians between buildings; or
 - e. Framing one or more areas of natural vegetation.



Fig. 3-26-P: Buildings arranged to create pedestrian-friendly spaces

3-27-06-05-02-02-03

Entrance Orientation

To the maximum extent feasible, the principal building entrance shall face:

1. An adjacent public street;
2. An adjacent public plaza; or
3. An adjacent primary public walkway.
4. In cases where the principal entrance does not face the principal street, the entrance shall be connected to the street and adjacent parking areas with a sidewalk(s).

3-27-06-05-02-03

Weather Protection for Pedestrian Areas

3-27-06-05-02-03-01

Building Design

1. Buildings shall be designed so that entries, steps, balconies, and pedestrian walkways or sidewalks are protected from precipitation shedding off roofs.
2. Sheltering roofs or building projections for protection from rain, wind, snow, and ice shall be provided in areas of pedestrian activity around public/institutional, commercial, and mixed-use buildings, including sheltered entranceways at major entrances and pedestrian-oriented façades along public sidewalks or walkways.
3. Building shall avoid roof designs, canopy structures, or other design features that would allow accumulated snow, ice, or rain or to fall or slide onto sidewalks or walkways. Roofs shall be designed to protect doorways, exterior stairs, balconies, garage entrances, bicycle parking, and pedestrian sidewalks and walkways from snow and ice. Where sloping rooflines incline toward such areas, protective features such as arcades, loggias, and dormers shall be used to protect pedestrians from falling snow. Such devices need not be continuous if foundation planning beds are located to set the walkway away from the building façades.

3-27-06-05-02-03-02

Snow Storage

Snow storage areas shall be separated from and shall not overlap or encroach upon pedestrian walkways or sidewalks.

3-27-06-05-02-03-03

Sidewalk Design

1. Pedestrian walkways shall be clearly defined through the use of consistent pavers and signage.
2. Pedestrian walkways shall be designed to minimize potential conflicts with snow management operations and ensure pedestrian safety by:
 - a. Limiting grade changes where possible; and
 - b. Using ramps instead of stairs where a change in grade is necessary.

3-27-06-05-03 **STREETSCAPE DESIGN AND CHARACTER**

3-27-06-05-03-01 **Public Sidewalks Required**

In order to create an environment that is supportive of transit and pedestrian mobility, public sidewalks shall be provided along both sides of all streets in the TOD district. Such sidewalks shall be at least 12 feet in width and no more than 16 feet in width, unless otherwise approved as part of the design review process. The 12-foot minimum requirement shall apply regardless of the available right-of-way. Where required, the sidewalk shall extend onto private property to fulfill the 12-foot minimum requirement, with a sidewalk easement provided.

3-27-06-05-03-02 **Delineation of Sidewalk Area**

Sidewalks shall be organized into two distinct areas: a street tree/furniture area located adjacent to the curb, and a clear area.

3-27-06-05-03-02-01 **Street Tree/Furniture Area**

The street tree/furniture area shall have a minimum width of six feet (from face-of-curb)

and shall be continuous and located adjacent to the curb. The area shall be planted with street trees at an average spacing of 20 to 30 feet on center, based on the mature canopy width of the tree species selected. The area also is intended for the placement of street furniture including seating, street lights, waste receptacles, fire hydrants, traffic signs, newspaper vending boxes, bus shelters, bicycle racks, public utility equipment such as electric transformers and water meters, and similar elements designed to county specifications and located in a manner that does not obstruct pedestrian access or motorist visibility. Maintenance of this area shall be the responsibility of the adjacent property owner or a management entity appointed by the adjacent property owner.

3-27-06-05-03-02-02 **Clear Area**

The clear area shall be a minimum width of six feet, shall be hardscaped, and shall be located adjacent to the street tree/furniture area. The clear



Fig. 3-26-Q: Delineation of Sidewalk Area

area shall be unobstructed by any permanent or nonpermanent element for a minimum width of six feet and a minimum height of eight feet. Additional sidewalk width located between the clear area and the building may be used for outdoor dining or seating areas.

3-27-06-05-03-02-03 **Supplemental Zone**

A supplemental zone may be provided at the option of the applicant between the street-facing façade or a side-facing facade and the required clear area, to provide additional areas for outdoor dining, porches, terraces, landscape and water features, and plazas. A supplemental zone, if provided, may be a maximum of 20 feet deep and may extend up to 30 percent of the linear frontage of the development. The supplemental zone shall not provide any parking or vehicle circulation areas.

3-27-06-05-03-03 **Building Placement**

At least 70 percent of the building facade facing a public street shall be brought up to the clear area if provided. The county may reduce this to 50 percent façade placement at the sidewalk clear area where public amenities are provided as approved by the Community and Economic Development Director, including:

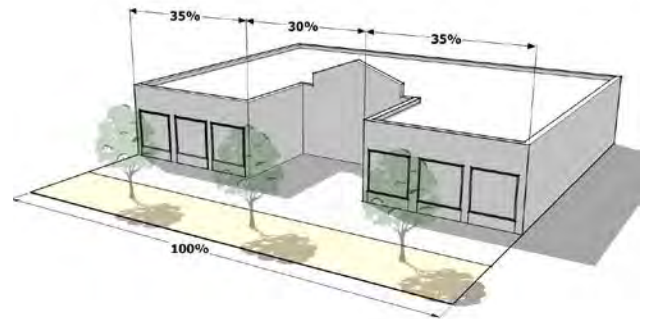


Fig. 3-26-R: Building set to sidewalk clear area

1. Public plazas or seating areas;
2. Tree wells and urban landscaping such as shrubs, live groundcover, planters, and hardscape (e.g., decorative fencing, arbors, patterned paving);
3. Street furnishings, including but not limited to waste receptacles, bicycle racks, drinking fountains, or shelters for persons using public transit.

3-27-06-05-03-04 **Sidewalk Entries**

3-27-06-05-03-04-01 **Spacing**

Sidewalk entries shall be provided to all buildings and individual units that front on the sidewalk.

3-27-06-05-03-04-02 **Sidewalk Entry Hierarchy**

Entrances into residential buildings in mixed-use areas are encouraged to follow a hierarchy of sizes and functions as follows:

1. **Carriage way:** A centrally located twelve-foot wide entrance at sidewalk level for visual and direct access to a private courtyard.
2. **Secondary entry:** A six-foot wide entrance with ornamental entrance gate and defined by a stoop with low cheek walls and planters at the sidewalk. Mailboxes, bike racks, and trash receptacles should be grouped around these secondary entries.
3. **Other entries:** Home office and retail storefront entries which are either at grade or stooped shall be sized to accommodate specific requirements of the individual space.



Fig. 3-26-S: Secondary entry

3-27-06-05-03-05 **Utilities**

Transformers, switchgear, and related utility service equipment shall not be located above-ground in pedestrian access easements. Building service panels are to be located on the inside of all buildings.

3-27-06-05-03-06 **Paving**

Paving is intended to highlight or accentuate special areas along the ground plane while at the same time complementing the design of adjacent building and streetscape elements.

3-27-06-05-03-07 **Ground-Floor Uses**

3-27-06-05-03-07-01 **Intent**

The incorporation of commercial uses such as retail shops and restaurants at the street level is strongly desired within the TOD district to promote a more



Fig. 3-26-T: Active street-level uses and outdoor gathering spaces

active environment for pedestrians and support residential and office uses located within the same building (on upper floors) or nearby.

3-27-06-05-03-07-02 *Standards*

03-26-06-05-03-07-02-01 *Location*

Commercial uses shall be concentrated adjacent to transit station areas, major public spaces, and in other areas where a high level of pedestrian activity and visibility is desirable. If a limited portion of a structure's ground level will be devoted to commercial space, such space shall be located along those facades adjacent to or most visible from transit corridors, primary street frontages, or major pedestrian walkways.

03-26-06-05-03-07-02-02 *Design and Use of Commercial Space*

Although the ground-floor commercial spaces may be used for residential units/office use, they should be designed for easy conversion to retail/commercial uses and shall be constructed to commercial standards. Where provided, ground-floor area for nonresidential uses shall be constructed to nonresidential construction standards to a depth from the front wall of a minimum of 30 feet. Leasing offices, fitness centers, and related accessory uses in residential developments may count toward meeting this requirement.

3-27-06-05-03-08 *Residential Uses*

Residential uses, where included, shall be incorporated within a mixed-use development to be visually and/or physically integrated with nonresidential uses. This shall be achieved by ensuring that residential uses meet at least two of the following:

1. Residential uses are vertically located above street-level commercial uses;
2. Residential uses are horizontally integrated into site development to provide a transition between the highest intensity uses within the center or development and the adjacent neighborhood; and
3. A pedestrian circulation system (i.e., sidewalks, crosswalks, trails, etc.) is provided that reduces conflict between pedestrian and vehicular movements and increases pedestrian activity between residential and nonresidential uses.

3-27-06-05-04 *PARKING DESIGN STANDARDS*

The purpose of parking area requirements is to ensure that the parking areas themselves are not the dominant feature of the TOD development.

3-27-06-05-04-01 *Allowable Parking*

On-street parking shall not be designated per individual business or occupancy but may count toward the minimum parking requirements for the entire structure along the adjacent frontage.

3-27-06-05-04-02 *Parking Location*

Unless specifically permitted in these standards, off-street parking is prohibited between the principal street and the corresponding street-facing facade line.

3-27-06-05-04-03 *Parking Lot Screening*

All surface parking lots adjacent to a public street shall be screened using one of the following methods below:

1. An informal hedge at least three feet in height at maturity consisting of a double row of shrubs planted three feet on-center in a triangular pattern; or
2. Berming of the grade to at least 2 ½ feet in height above the finish grade of the parking lot, and with slopes no greater than 2:1. Slopes shall be covered with shrubs spaced a maximum of three feet on center. Trees and flowering plants may be included in the berm plantings where the Community and Economic Development Director finds that long-term maintenance will be provided.

3-27-06-05-04-04 *Parking Structure Design*

The off-street parking required by mixed-use and non-residential development may be located in a parking structure. Such structure shall be subject to the following standards:

3-27-06-05-04-04-01 *Design*

1. Parking structures shall be constructed of materials of similar quality and shall be compatible in appearance with adjacent buildings and shall contain lighting sufficient for security as approved by the county.

2. Ground floor facades of parking structures not occupied by active public uses shall be articulated through the use of three or more of the following architectural features.
 - a. Windows or window-shaped openings with decorative mesh or similar features as approved by the Community and Economic Development Director;
 - b. Masonry columns;
 - c. Decorative wall insets or projections;
 - d. Awnings;
 - e. Changes in color or texture of materials;
 - f. Approved public art;
 - g. Integrated landscape planters; or
 - h. Other similar features approved by the Community and Economic Development Director.

3-27-06-05-04-04-02

Entry Design

Vehicle entries to off-street parking structures shall be integrated into the placement and design of adjacent buildings or oriented away from the primary street frontage. At a minimum, parking structures shall have user vehicles access from a location that minimizes conflicts with pedestrian circulation.

3-27-06-05-04-04-03

Wrapping of Parking Structure

Where feasible, the ground floor of parking structures in mixed-use or non-residential districts shall be wrapped with active public uses along at least 60 percent of the ground-floor street frontage. Parking structures with ground floors that are not wrapped with active public uses on the sides facing a public street or open to public view shall not:

1. Abut street intersections or public/civic use areas,
2. Be adjacent to public squares, or



Fig.3-26-U: Parking structure wrapped with active uses

3. Occupy sites that are the terminus of a street vista.

3-27-06-05-05 **BUILDING DESIGN**

3-27-06-05-05-01 ***Four-Sided Design***

1. All sides of a building shall be architecturally finished with equal levels of materials and detailing. Blank walls void of architectural details or other variation are prohibited.
2. Exceptions from the above standard may be granted for those areas of the building envelope that the applicant can demonstrate are not visible from adjacent development and public spaces.
3. Corporate or franchise architecture is discouraged in favor of architecturally compatible designs. The Community and Economic Development Director may require photographic examples of the more minimized corporate architecture in the designs and completed structure by the same company in other communities.

3-27-06-05-05-02 ***Consistent Architectural Theme***

1. The architectural design within a multi-building development of structures (including freestanding outparcel structures) shall be organized around a consistent architectural theme in terms of the character, materials, texture, color, and scale of buildings. Themed restaurants, retail chains, and other franchise-style structures shall adjust their standard architectural model to be consistent with a development's architectural character.
2. All buildings in a single development, whether developed at a single time or in phases, shall share at least four architectural features in order to create continuity within the overall development. These features include, but are not limited to, the following:
 - a. Overhangs,
 - b. Canopies or porticos,
 - c. Recesses/projections,
 - d. Arcades,



Fig. 3-26-V: Franchise design
consistent with surrounding structures

- e. Raised corniced parapets over the entrance,
- f. Peaked roof forms,
- g. Arches,
- h. Outdoor patios,
- i. Tower elements (at strategic locations),
- j. Display windows,
- k. Integral planters that incorporate landscaped areas or seating areas, and
- l. Public art/sculptures.

3-27-06-05-05-03

Building Materials and Colors

3-27-06-05-05-03-01

Mix of Materials

- 1. No single building material shall cover more than 80 percent of the front building façade. Windows and doors shall not be counted as additional building materials.
- 2. Structures 20,000 square feet or less shall require a minimum of two distinct building materials on all facades to provide architectural detail and interest.
- 3. Structures over 20,000 square feet shall require a minimum of three distinct building materials on all facades to provide architectural detail and interest.

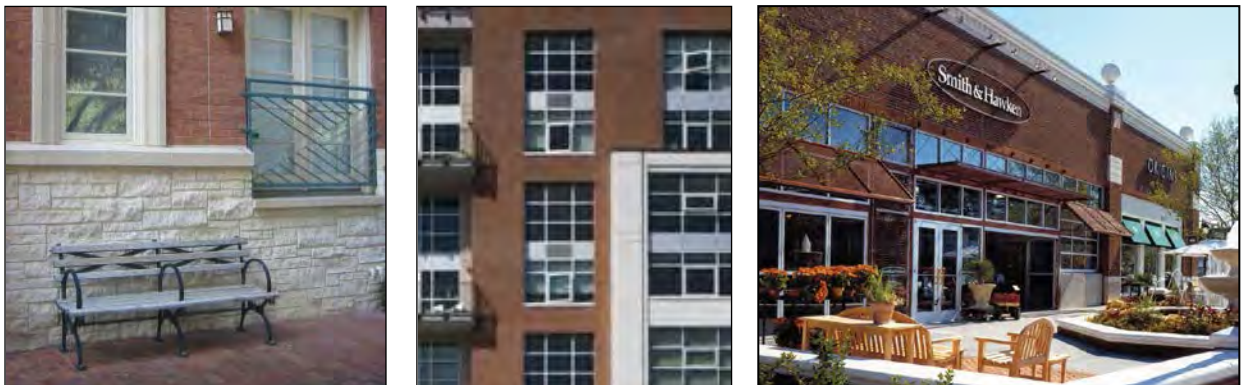


Fig. 3-26-W: Mix of building materials

3-27-06-05-05-03-02

Prohibited Materials

The following materials are prohibited as primary cladding or roofing materials:

- 1. Aluminum siding or cladding,

2. Plastic or vinyl siding,
3. Exposed aggregate, and
4. Wood shingles.

3-27-06-05-05-03-03 *Façade Colors*

1. Colors of paint, stains, and other finishes or materials shall complement each other.
2. Generally, no more than four colors per building are permitted.
3. Fluorescent colors are prohibited.
4. Primary colors are prohibited.
5. The use of stark white is discouraged.

3-27-06-05-05-03-04 *Transparency and Glazing*

1. At least 25 percent of all walls facing a public street shall contain windows or doorways.
2. Glazing shall be effectively clear, and shall not exceed 40 percent reflectance. Divided-light windows are encouraged. Materials that create noticeable glare or which restrict the ability of the public to view the inside of a structure from the outside are generally prohibited but may be allowed in limited locations in structures intended for financial or other uses with documentable safety concerns.
3. Energy conserving window films and coatings are permissible within these standards.

3-27-06-05-05-04 *Gateways*

1. Buildings located at entrances to a development demarcate a gateway that will create an overall identity, set the tone for the development, and mark arrival or entry.
2. At major entry points of a development with three or more buildings, buildings shall be organized along the street and at the intersection to create a gateway.
3. Architectural features shall be incorporated into the facades of buildings at major entry points to help emphasize arrival or entry points into the development. These features may include, but are not limited to:
 - a. Eaves,
 - b. Planters,

- c. Mounted signs,
- d. Pilasters,
- e. Tower elements,
- f. Water features, or
- g. Arcades.

3-27-06-05-06

BUILDING MASSING AND FORM

3-27-06-05-06-01

Vertical Articulation

Buildings greater than two stories or taller than 30 feet shall be designed to reduce apparent mass by including a clearly identifiable base, body, and top, with horizontal elements separating these components as illustrated in Figure 3-26-X. The component described as the body must constitute a minimum of 50 percent of the total building height.



Fig. 3-26-X: Vertical articulation

3-27-06-05-06-02

Horizontal Articulation

Buildings shall be designed to reduce apparent mass by dividing facades into a series of smaller components. No individual component shall have a length of more than 60 feet. Components shall be distinguished from one another through two or more of the following:

1. Variations in roof form and parapet heights;
2. Pronounced recesses and projections;
3. Distinct changes in texture and color of wall surfaces;
4. Ground level arcades and second floor galleries/balconies;



Fig. 3-26-Y: Appropriate transition in building height and mass

5. Protected and recessed entries; and
6. Vertical accents or focal points.

3-27-06-05-06-03

Relationship to Surrounding Development

1. New developments that two stories or taller than adjacent existing development shall provide a development transition using an appropriate combination of the following techniques designed to achieve height and mass compatibility with the lower-scaled adjacent development:
2. Wrapping the ground floor with a building element or integrated architectural feature (e.g., pedestrian arcade) that is the same height as the adjacent structure; or
3. Graduating building height and mass in the form of building step-backs or other techniques so that new structures have a comparable scale with existing structures; or
4. Orienting porches, balconies, and other outdoor living spaces away from the shared property line to protect the privacy of adjacent residents where applicable.

3-27-06-05-06-04

Entrances and Pedestrian Areas

1. Primary entries and pedestrian frontages shall be clearly visible from the street and accentuated from the overall building facade by:
2. Differentiated roof, awning, or portico;
3. Covered walkways or arcades;
4. Projecting or recessed entries from the surrounding building facade;
5. Detailed doors and doorways with transoms, sidelights, trim details, and/or framing; and
6. Windows within doorways equivalent in size to 50 percent of door surface area.
7. Secondary entrances shall have minor architectural detailing that adds visual interest to that portion of the façade.



Fig. 3-26-Z Entrance design

3-27-06-05-06-05 *Roofs***3-27-06-05-06-05-01 *Roofline Articulation***

Variations in roof lines shall be used to add interest and reduce the scale of large buildings. Roof features shall complement the character of the overall development.

3-27-06-05-06-05-02 *Flat Roofs*

Flat roofs shall include parapets that adhere to articulation requirements for the main face of the structure. The average height of the parapet shall not exceed 15 percent of the height of the supporting wall, unless rooftop equipment cannot be sufficiently screened. A three-dimensional cornice treatment is encouraged for parapets. Parapets shall look complete from all sides if visible at any distance from the ground.

3-27-06-05-06-05-03 *Roof Materials*

1. Asphalt shingles, industry-approved synthetic shingles, standing seam metal or tile roofs are allowed.
2. Wood shingles are prohibited. Corrugated metal, tar paper, and brightly-colored asphalt shingles may be permitted by the Community and Economic Development Director where they will not be visible from a roadway, public park, or residential district or use.

3-27-06-05-06-06 *Awnings, Canopies, Arcades, and Overhangs*

Structural awnings are encouraged at the ground level to enhance the articulation of the building and provide shade.

1. The material of awnings and canopies shall complement the building.
2. Awnings shall not be internally illuminated.
3. Canopies shall not exceed 40 linear feet without a break.
4. Awnings shall not extend more than five feet over the sidewalk, unless otherwise approved by the Community and Economic Development Director, up to a maximum of 10 feet, and are in keeping with the architectural style of the building.
5. Canopies shall respect the placement of street trees and lighting and shall not interfere with them.
6. All large canopies that require structural columns for support shall have a minimum six-foot masonry (or other approved material) finish measured from the finished grade. Materials used on columns and canopies shall be complementary to the building.

3-27-06-05-07 *RESIDENTIAL COMPATIBILITY STANDARDS*

3-27-06-05-07-01 *Applicability*

The residential compatibility standards in this subsection apply when nonresidential or mixed-use development is proposed adjacent to lots used by or zoned for detached or attached single-family structures in a residential district.

3-27-06-05-07-02 *Use Limitations*

Where these compatibility standards apply, the following uses or features shall be prohibited as principal or accessory uses:

1. Public address/loudspeaker systems;
2. Outdoor storage; and
3. Uses providing delivery services via large tractor trailers (not including package delivery services).

3-27-06-05-07-03 *Off-Street Parking Location*

1. Off-street parking shall be established in one or more of the locations listed below. The locations are listed in priority order; the applicant shall select the highest feasible location from this list, and shall demonstrate why that application was selected over other alternative locations.
2. Adjacent to off-street parking lots serving nonresidential uses on abutting lots;
3. Adjacent to lot lines abutting nonresidential development;
4. Adjacent to lot lines abutting mixed-use development;
5. Behind the building;
6. In front of the building; or
7. Adjacent to lot lines abutting residential uses.
8. In cases where an off-street parking lot serving a nonresidential use is located on an abutting lot, connection between the two parking areas via a cross-accessway with a minimum width of 12 feet and a maximum width of 24 feet is strongly encouraged. A cross-access easement shall be recorded.

3-27-06-05-07-04 *Relationship to Surrounding Uses*

1. Multi-building developments shall be configured to locate the tallest and largest structures within the core of the site and provide a gradual decrease in building height and mass towards adjacent residential land uses as required by Section 3-26-06-05-07-03, *Relationship to Surrounding Development*.



Fig. 3-26-AA: Gradual decrease in building height and mass towards adjacent residential uses

2. Horizontally integrated mixed-use developments shall locate nonresidential uses away from lots in adjacent residential areas.
3. Medium to high density housing shall be incorporated to the maximum extent feasible both within and around the development to facilitate connections between residential and non-residential uses.
4. Nonresidential structures taller or larger than adjacent residential uses shall be broken up into modules or wings with the smaller or shorter portions of the structure located adjacent to residential uses.

3-27-06-05-07-05

Facade Configuration

1. Service functions like refuse collection, incidental storage, and similar functions shall be integrated into the architecture of the building unless an alternate location places these functions farther from adjacent residential uses.
2. Windows shall be arranged to avoid direct lines-of-sight into abutting residential uses.
3. Multi-story structures with balconies, patios, or other public gathering spaces more than 24 feet above grade shall orient these features to avoid direct views into lots in low- and medium-density residential districts.

3-27-06-05-07-06

Landscaping/Screening

1. Screening shall not interfere with public sidewalks, vehicular cross-accessways, or improved pedestrian connections.
2. Any parking designated for trucks, recreational vehicles and other large vehicles shall be placed in a location which is not adjacent to either any street or to any residentially zoned property.

3-27-06-05-07-07

Operation

1. Nonresidential uses with outdoor components (e.g., outdoor dining, performance venues) located adjacent to lots in a residential district shall curtail outdoor activities by 10:00 pm.
2. Loading or unloading activities shall take place only between the hours of 7:00 am and 11:00 pm.
3. Alternate hours of activities may be approved through the conditional use permit process.

3-27-06-05-07-08

Sustainable Development Practices

To the maximum extent practicable, new buildings are encouraged to incorporate one or more of the following features:

1. Opportunities for the integration of renewable energy features in the design of buildings or sites, such as: solar, wind, geothermal, biomass, or low-impact hydro sources;
2. Energy-efficient materials, including recycled materials that meet the requirements of these regulations;
3. Materials that are produced from renewable resources;
4. Low-Impact Development (LID) stormwater management features;
5. A green roof, such as a vegetated roof, or a cool roof;
6. Materials and design meeting the U.S. Green Building Council's LEED-NC certification requirements; or
7. A greywater recycling system.



Fig. 3-26-BB: LID stormwater management feature

3-28 CONSERVATION DISTRICT (CO)

3-28-01 PURPOSE

The purpose of the Conservation District is to encourage the preservation of environmentally sensitive areas from development. These areas may be of exceptional agricultural or environmental value, or are hazardous to develop. Areas eligible for

designation include farm or ranch land, wildlife habitat, view corridors or important view areas, lands with historic or archeological value, contaminated areas, areas subject to flooding, or areas, if developed, that should be developed in an environmentally sensitive manner in order to provide an ample supply of open space, protect natural features and processes, provide active and passive recreational opportunities, conserve agricultural resources, protect and enhance important wildlife corridors, and generally sustain a high quality natural environment.

Lands developed in the Conservation District shall be developed in a manner to preserve critical natural areas including trees and other natural features of a site, conserve important agricultural lands, and protect public health and safety.

3-28-02 PERMITTED PRINCIPAL USES

The following uses are permitted uses in a Conservation District, subject to review and approval of a building permit.

3-28-02-01 PERMITTED PRINCIPAL AGRICULTURAL USES

The following principal agricultural uses are permitted in a Conservation District as noted above:

1. Farming, No structures
2. Nurseries, No structures
3. Ranching, No structures
4. Traditional Farming, No structures

3-28-02-02 PERMITTED PRINCIPAL INSTITUTIONAL USES

The following principal institutional uses are permitted in a Conservation District as noted above:

1. Outdoor Public Uses, No structures (Excluding Cemeteries) ***Adopted by the BoCC on December 13, 2010**

3-28-03 PERMITTED ACCESSORY USES

In association with a principal permitted use, the following accessory uses are permitted, subject to building permit review and approval:

1. Agricultural Uses, Accessory, No structures
2. Institutional Uses, Accessory, No structures

3-28-04 PERMITTED CONDITIONAL USES

The following uses are permitted in a Conservation District, subject to the issuance of a Conditional Use Permit from the Board of County Commissioners and building permit review and approval.

3-28-04-01 PERMITTED CONDITIONAL AGRICULTURAL USES

The following conditional agricultural uses are permitted in a Conservation District as noted above:

1. Farming, with structures
2. Nurseries, with structures
3. Ranching, with structures

3-28-04-02 PERMITTED CONDITIONAL RESIDENTIAL USES

The following conditional residential uses are permitted in a Conservation District as noted above:

1. Single Family Dwelling

3-28-04-03 PERMITTED CONDITIONAL INSTITUTIONAL USES

The following conditional institutional uses are permitted in a Conservation District as noted above:

1. Outdoor Public Uses, with structures
2. Public Service

3-28-04-04 PERMITTED CONDITIONAL INDUSTRIAL USES

The following conditional institutional uses are permitted in a Conservation District as noted above:

1. Major Energy Facility

3-28-05 PERMITTED SPECIAL/TEMPORARY USES

Special uses are permitted in a Conservation District, subject to the issuance of a Special Use Permit from the Board of Adjustment. Temporary uses are permitted in a Conservation District, subject to the issuance of a Temporary Use Permit from the Director of Community and Economic Development.

3-28-06 PROHIBITED USES

All uses: (1) not expressly identified as permitted uses in this Section, or (2) determined to be permitted by the Director of Community and Economic Development pursuant to Section 3-05-01 of these standards and regulations, are prohibited.

3-28-07 AREA AND HEIGHT STANDARDS

3-28-07-01 MINIMUM LOT SIZE REQUIREMENTS

There are no minimum lot size requirements in a Conservation District.

3-28-07-02 MINIMUM LOT WIDTH REQUIREMENTS

There are no minimum lot width requirements in a Conservation District.

3-28-07-03 LOT SETBACK AND DIMENSIONAL REQUIREMENTS

3-28-07-03-01 *MINIMUM FRONT SETBACK*

The minimum front setback for a structure in a Conservation District shall be thirty (30) feet.

3-28-07-03-02 *MINIMUM SIDE CORNER SETBACK*

The minimum side corner setback for a structure in a Conservation District shall be thirty (30) feet.

3-28-07-03-03 *MINIMUM SIDE SETBACK*

The minimum side setback for a structure in a Conservation District shall be twenty (20) feet.

3-28-07-03-04 *MINIMUM REAR SETBACK*

The minimum rear setback for a structure in a Conservation District shall be twenty (20) feet.

3-28-07-03-05 *MINIMUM ARTERIAL SETBACK*

The minimum setback for all structures in a Conservation District from an arterial right-of-way shall be fifty (50) feet except a section line arterial right-of-way where the minimum setback shall be eighty (80) feet. The setback from a collector or local road right-of-way shall be fifty (30) feet. Variations may be permitted if full right-of-way has already been acquired by the County for a section line.

3-28-07-04 *MAXIMUM HEIGHT*

The height of a structure in a Conservation District shall be established by Conditional Use Permit.

3-28-08 *RELATIONSHIP TO PERFORMANCE STANDARDS*

All design requirements and performance standards for specific uses contained in Chapter 4 of these standards and regulations shall apply in the Conservation District unless inconsistent with a provision contained in Section ~~3-273-26~~, in which case the specific standard or requirement contained in Section ~~3-273-26~~ shall apply.

3-29 PUBLIC LANDS, PARKS, OPEN SPACE, AND FACILITIES DISTRICT (PL)

3-29-01 PURPOSE

The purpose of the Public Lands, Parks, Open Space, and Facilities District is to protect established public lands and to provide an area in the County for location of parks, public open space, government buildings and facilities, schools and school grounds, quasi-public buildings and facilities, and related open space.

3-29-02 PERMITTED PRINCIPAL USES

The following uses are permitted uses in a Public Lands, Parks, Open Space, and Facilities District, subject to building permit review and approval.

3-29-02-01 PERMITTED PRINCIPAL AGRICULTURAL USES

The following principal agricultural uses are permitted in a Public Lands, Parks, Open Space, and Facilities District as noted above:

1. Farming
2. Nurseries
3. Ranching
4. Traditional Farming

3-29-02-02 PERMITTED PRINCIPAL INSTITUTIONAL USES

The following principal institutional uses are permitted in a Public Lands, Parks, Open Space, and Facilities District as noted above:

1. Institutional Care
2. Neighborhood Indoor Uses
3. Outdoor Public Uses (Excluding Cemeteries) ***Adopted by the BoCC on December 13, 2010**
4. Public Services
5. Universities

3-29-02-03 PERMITTED PRINCIPAL INDUSTRIAL USES

The following principal industrial uses are permitted in a Public Lands, Parks, Open Space, and Facilities District as noted above:

1. Solar energy systems, small-scale

3-29-03 PERMITTED ACCESSORY USES

In association with a principal permitted use, the following accessory uses are permitted, subject to building permit review and approval.

1. Agricultural Uses, Accessory
2. Institutional Uses, Accessory

3-29-04 PERMITTED CONDITIONAL USES

The following uses are permitted in a Public Lands, Parks, Open Space, and Facilities District, subject to the issuance of a Conditional Use Permit from the Board of County Commissioners and building permit review and approval:

3-29-04-01 PERMITTED CONDITIONAL INSTITUTIONAL USES

The following conditional institutional uses are permitted in a Public Lands, Parks, Open Space, and Facilities District as noted above:

1. Halfway House *Adopted by the BoCC on December 13, 2010
2. Jails and Prisons

3-29-04-02 PERMITTED CONDITIONAL COMMERCIAL USES

The following conditional commercial uses are permitted in a Public Lands, Parks, Open Space, and Facilities District as noted above:

1. Airports, Landing Strips and Heliports

3-29-04-03 PERMITTED CONDITIONAL INDUSTRIAL USES

The following conditional industrial uses are permitted in a Public Lands, Parks, Open Space, and Facilities District as noted above:

1. Solar energy systems, medium-scale
2. Solar energy systems, large-scale

3-29-05 PERMITTED SPECIAL/TEMPORARY USES

Special uses are permitted in a Public Lands, Parks, Open Space, and Facilities District, subject to the issuance of a Special Use Permit from the Board of Adjustment. Temporary uses are permitted in a Public Lands, Parks, Open Space, and Facilities District, subject to the issuance of a Temporary Use Permit from the Director of Community and Economic Development.

3-29-06 PROHIBITED USES

All uses: (1) not expressly identified as permitted uses in this Section, or (2) determined to be permitted by the Director of Community and Economic Development pursuant to Section 3-05-01 of these standards and regulations, are prohibited.

3-29-07 AREA AND HEIGHT STANDARDS**3-29-07-01 MINIMUM LOT SIZE REQUIREMENTS**

There are no minimum lot size requirements in a Public Lands, Parks, Open Space, and Facilities District.

3-29-07-02 MINIMUM LOT WIDTH REQUIREMENTS

There are no minimum lot width requirements in a Public Lands, Parks, Open Space, and Facilities District.

3-29-07-03 LOT SETBACK AND DIMENSIONAL REQUIREMENTS**3-29-07-03-01 *MINIMUM FRONT SETBACK***

The minimum front setback for a structure in a Public Lands, Parks, Open Space, and Facilities District shall be thirty (30) feet or the same as the minimum front setback requirement for the adjacent zone district, whichever is greater.

3-29-07-03-02 *MINIMUM SIDE CORNER SETBACK*

The minimum side corner setback for a structure in a Public Lands, Parks, Open Space, and Facilities District shall be thirty (30) feet or the same as the

minimum side corner setback requirement for the adjacent zone district, whichever is greater.

3-29-07-03-03 *MINIMUM SIDE SETBACK*

The minimum side setback for a structure in a Public Lands, Parks, Open Space, and Facilities District shall be twenty (20) feet or the same as the minimum side setback requirement for the adjacent zone district, whichever is greater.

3-29-07-03-04 *MINIMUM REAR SETBACK*

The minimum rear setback for a structure in a Public Lands, Parks, Open Space, and Facilities District shall be twenty (20) feet or the same as the minimum rear setback requirement for the adjacent zone district, whichever is greater.

3-29-07-03-05 *MINIMUM ARTERIAL SETBACK*

The minimum setback for all structures in a Public Lands, Parks, Open Space, and Facilities District from an arterial right-of-way shall be fifty (50) feet except a section line arterial right-of-way where the minimum setback shall be eighty (80) feet. Variations may be permitted if full right-of-way has already been acquired by the County for section lines.

3-29-07-04 *MAXIMUM HEIGHT*

3-29-07-04-01 *PRINCIPAL STRUCTURE*

The maximum height of a principal structure in a Public Lands, Parks, Open Space, and Facilities District shall be thirty-five (35) feet or the same as the maximum height requirement for a principal structure in the adjacent zone district, whichever is less.

3-29-07-04-02 *ACCESSORY BUILDINGS*

The maximum height of accessory buildings in a Public Lands, Parks, Open Space, and Facilities District shall be twenty (20) feet or the same as the maximum height requirement for accessory buildings in the adjacent zone district, whichever is less.

3-29-08 RELATIONSHIP TO PERFORMANCE STANDARDS

All design requirements and performance standards for specific uses contained in Chapter 4 of these standards and regulations shall apply in the Public Lands, Parks, Open Space, and Facilities District unless inconsistent with a provision contained in Section ~~3-293-28~~, in which case the specific standard or requirement contained in Section ~~3-293-28~~ shall apply.

3-30 PLANNED UNIT DEVELOPMENT (P.U.D.)

3-30-01 GENERAL PROVISIONS

In accordance with the Planned Unit Development Act of 1972, the objective of a Planned Unit Development is to establish an area of land, controlled by one or more landowners, to be developed under unified control or unified plan of development for a number of dwelling units, commercial, educational, recreational, or industrial uses, or any combination of the foregoing, the plan for which does not correspond in lot size, bulk, or type of use, density, lot coverage, open space, or other restriction to the existing land use regulations.

The purpose and objective of a Planned Unit Development (P.U.D.) is to encourage the development of land as a single unit. A P.U.D. allows greater flexibility in the design of a development, more variety and diversification in the relationships between buildings, open spaces and uses, and conservation and retention of historical and natural topographic features while meeting the goals, policies and objectives of the comprehensive plan.

3-30-02 MINIMUM REQUIREMENTS

A P.U.D. is a form of a customized zone district. The P.U.D. Documents as approved by the Board of County Commissioners may waive or modify specifications, standards and requirements of the Adams County Standards and Regulations such as site area, density, setbacks, height restrictions, improvement standards and related requirements that would be otherwise applicable to a particular zone district or land use, if such waiver or modification furthers the objectives of these P.U.D. regulations.

3-30-02-01 MINIMUM SITE AREA

The minimum site area within a P.U.D. shall be one (1) acre.

3-30-02-02 PERMITTED PRINCIPAL, ACCESSORY, CONDITIONAL, SPECIAL AND PROHIBITED USES

All uses that are in general conformity with the Adams County Comprehensive Plan including, but not limited to the contemplated density or intensity of land use, and compatible with the site's physical and environmental characteristics may be allowed within the P.U.D. The proposed land uses shall be compatible or designed to mitigate externalities with the existing, allowed or conditional land uses adjacent to the proposed development. The P.U.D document for the specific

development shall establish the permitted uses. The uses shall be specifically defined and approved as part of the P.U.D.

3-30-02-03 MINIMUM LOT SIZE REQUIREMENTS

The minimum lot size shall be established by P.U.D.

3-30-02-04 MINIMUM LOT WIDTH REQUIREMENTS

The minimum lot width shall be established by P.U.D.

3-30-02-05 MINIMUM SETBACKS

The minimum required setbacks shall be established by P.U.D.

3-30-02-06 MAXIMUM HEIGHT

The maximum height of structures shall be established by P.U.D.

3-30-03 GENERAL SITE DESIGN STANDARDS

The following general site design standards shall be met by all P.U.D.s.

3-30-03-01 SUPERIOR DESIGN

3-30-03-01-01 *USE OF FLEXIBILITY TO IMPROVE DESIGN*

Accomplish, by flexible and varied design, a planned development that is as good or better than one resulting from the traditional lot-by-lot development, with total net improvement to be gained by combinations and options of: placement, type and bulk of building structures, coordinated open space, recreation facilities, other public facilities (such as walkways), controlled circulation, conservation of natural features, decreased water and air pollution, aesthetic features, harmonious design and similar elements.

3-30-03-01-02 *REDUCE IMPACT TO PUBLIC INFRASTRUCTURE AND SERVICES*

Avoid an overburden on the present or planned projected capacity of public utilities, services and roads, as compared to one which would be required by lot-by-lot development of the underlying land use district.

3-30-03-01-03 *COMPATIBLE WITH ADJACENT USES*

The perimeter of the project shall be compatible or designed to mitigate externalities with the land use of adjacent properties. Compatibility includes, but is not limited to, size, scale, intensity of land use, off-site impacts, mass, and architectural design.

3-30-03-01-04 *SCREENING REQUIRED*

Improvements on the site shall be sight-screened with adequate landscaping so as to provide a compatible visual effect as seen from the adjoining properties.

3-30-03-02 *ROADS*

3-30-03-02-01 *PUBLIC ROADS REQUIRED*

All roads shall be public roads and the configuration and design of such facilities shall be consistent with Adams County Road Construction Standards (Chapter 8). Private roads within the P.U.D. may be approved by the County only if the following criteria are met:

1. Physical limitations of the site preclude the possibility of future linkage with existing public roads or proposed public roads which are part of the County's adopted transportation plan;
2. The proposed road design, pedestrian access and layout represents a superior design which meets the objectives of the Adams County standards;
3. A direct and tangible public benefit will accrue from the proposed street design; and
4. The developer includes a maintenance agreement including, but not limited to snow removal and road repairs, which will be recorded against the property.

3-30-03-02-02 *CONNECTIONS TO OFF-SITE ROADS*

Connections to existing off-site roads abutting the subject property shall be required where practicable, except through critical areas and/or their buffers.

3-30-03-03 PEDESTRIAN AND BICYCLE AMENITIES**3-30-03-03-01 PEDESTRIAN AND BICYCLE ACCESS TO SITE**

Pedestrian and bicycle access onto the site shall be maximized in all proposed projects. This may be accommodated through the provision of on-site walkways, trails, paths or sidewalks, and bike lanes originating at the property boundary.

3-30-03-03-02 INTERNAL PEDESTRIAN AND BICYCLE CIRCULATION

Internal pedestrian and bicycle circulation shall be facilitated through appropriately sealed walkways, paths, trails or sidewalks, and bike lanes. Special emphasis shall be placed on providing pedestrian and bicycle access to proposed recreational and/or open space areas and/or transit facilities.

3-30-03-04 PARKING

All provisions for vehicle parking shall be in designated parking areas and shall meet the minimum parking criteria contained within the P.U.D.

3-30-03-05 OPEN SPACE**3-30-03-05-01 ACCEPTABLE OPEN SPACE**

No open area may be accepted as common open space within a planned unit development unless it meets the following requirements:

1. The location, size and character of the common open space is suitable for the planned unit development; and
2. The common open space is for preservation of natural flora and fauna, amenity or recreational purposes, and the uses authorized are appropriate to the scale and character of the planned unit development, considering its size, density, expected population, topography and the number and type of dwellings provided.

3-30-03-05-02 IMPROVEMENT OF OPEN SPACE

Common open space will be suitably improved for its intended use, except for common open space containing natural features worthy of preservation may be left unimproved. The buildings, structures and improvements to be permitted in the common open space are those appropriate to the uses authorized for the common open space.

3-30-03-05-03 *USE OF OPEN SPACE*

At least twenty-five percent (25%) of the minimum required open space shall be designated for active recreation purposes, and no more than fifty percent (50%) shall be so utilized, in order to preserve a reasonable proportion of natural areas on the site. The purposes for which open space areas are proposed shall be documented.

3-30-03-05-04 *CONCENTRATION OF OPEN SPACE*

Where practical, open space shall be concentrated in large usable areas.

3-30-03-05-05 *CONTIGUITY OF OPEN SPACE*

Where possible, open space shall connect to adjacent off-site open space areas and designated greenways.

3-30-03-05-06 *PERCENTAGE OF OPEN SPACE REQUIRED*

A minimum of 30% Open Space shall be required in all P.U.D.s or as determined by the Board of County Commissioners.

3-30-03-05-07 *PRIORITIZATION OF OPEN SPACE TYPES*

The following list represents the relative desirability of different types of open space, and should be used as the basis for determining the optimum location for open space areas within a proposed P.U.D.

1. Critical areas including riparian areas and floodplain.
2. Pastures and farmland currently or traditionally used for agriculture.
3. Trails and greenways.
4. Significant stands of trees.
5. Mature vegetation on ridgelines.
6. Former solid and/or hazardous waste disposal sites.

3-30-03-05-08 *CALCULATION OF OPEN SPACE AREA*

The calculation of open space area shall include all common public or privately held open space areas, all provisions for the right-of-way for public roads and the easement width for private roads, storm water facilities, recreational areas, trails and greenways. Individual private residential or commercial lot areas shall not be included in the open space

calculation unless the open space areas located on private lots are subject to open space easements and restrictions.

3-30-03-05-09 *OWNERSHIP OF OPEN SPACE*

Land shown in the final development plan as common open space, and landscaping and/or planting contained therein, shall be permanently maintained by and conveyed to one of the following:

1. An association of owners shall be formed and continued for the purpose of maintaining the common open space. The association shall be created as an association of owners under the laws of the state and shall adopt and propose articles of incorporation or association and bylaws, and adopt and improve a declaration of covenants and restrictions on the common open space acceptable to the County in providing for the continuing care of the space. No common open space may be put to a use not specified in the final P.U.D. unless the final P.U.D. is first amended to permit the use. No change of use may be considered as a waiver of any of the covenants limiting the use of common open space areas, and all rights to enforce these covenants against any use permitted are expressly reserved to the County, as well as the owners.
2. A public agency, which agrees to maintain the common open space and any buildings, structures or other improvements, which have been placed on it.

3-30-03-05-10 *MAINTENANCE OF OPEN SPACE*

A maintenance plan shall be submitted and approved as part of the P.U.D. process. The maintenance plan shall meet the landscape and open space maintenance requirements contained in Chapter 4.

3-30-03-06 *CLUSTER DEVELOPMENT AND TRANSFER OF DEVELOPMENT RIGHTS STANDARDS*

The following section outlines cluster development standards, designation of sending areas, designation of receiving areas, zoning requirements for receiving sites, and procedures for obtaining transferred development rights.

3-30-03-06-01 *CLUSTER DEVELOPMENT STANDARDS*

Clustering of lots may occur in areas designated as Agriculture or Residential Estate on the Future Land Use Map of the Comprehensive Plan. The following standards shall be adhered to in submittal of a cluster development as a P.U.D. application:

1. In order to be eligible for additional density from clustering, a property owner must apply for and receive approval for a Planned Unit Development (P.U.D.) on the parcel.
2. All provisions of Section 3-38 shall apply to a P.U.D.
3. Uses approved as part of the P.U.D. shall be limited to those uses consistent with the RE, A-1, or A-2 Zone Districts.
4. The maximum increase in the allowable number of residential units on a clustering site is 100.
5. The number of additional units allowed on a clustering site shall be calculated as follows:
 - a. The number of dwelling units permitted on a site shall not exceed one unit per 17.5 acres. For example, if a property consists of 350 acres, ten (10) dwelling units would be permitted in the A-3 Zone District. Clustering of lots would permit a maximum number of twenty (20) units on the site. The twenty (20) units would have a maximum lot size of five (5) acres, constituting a total development area of one hundred (100) acres. The remaining two-hundred-fifty (250) acres would be placed into a Conservation Easement.
 - b. The maximum lot size shall be limited to five (5) acres and the applicant shall endeavor to develop smaller lot sizes, not less than two-and-one-half (2.5) acres considering the requirements for a 300-year water supply.
 - c. All section line roads shall be constructed in accordance with the Adams County Transportation Plan.
 - d. All interior roads shall be constructed to County standards and paved, if required.
 - e. Additional development rights shall be granted upon approval of the Final Development Plan (P.U.D.) by the Board of County Commissioners upon conveyance of a Conservation Easement (in a form acceptable to the County) to the County or a land trust recognized by Great Outdoors Colorado as an independent third party and is certified by the National Land Trust Alliance. All conservation easements shall be granted in perpetuity.
 - f. The Conservation Easement, which defines the limitation on the development of the sending site, including the number of development rights severed from said parcel, shall be recorded in the real property records for the sending site at the Office of the Adams County Clerk and Recorder. The sending area shall also be included in the rezoning of the property to P.U.D.

3-30-03-06-02

DESIGNATION OF SENDING AREAS

The sending areas to be preserved and protected through the application of these regulations are shown on the attached Transfer of Development Rights Map in the Comprehensive Plan with one of the following designations.

1. Designated Sending Areas:

- a. Airport Influence Zone: Includes the noise overlay for Denver International Airport and the Airport Influence Zone surrounding the ~~Front Range Airport~~Colorado Air and Space Port;
- b. Important Farmlands: Includes farmlands of national or state importance and ranches and grazing lands of local or regional importance. The areas are based on geographic data from the 1999 Metro Vision Open Space Plan (DRCOG);
- c. Natural Resource Conservation Overlay: Includes mapped floodplains in the western area of the County and areas east of the Barr Lake Buffer Zone;
- d. Barr Lake/South Platte River: Includes the floodplain and important habitat area around the South Platte River as well as the Barr Lake Buffer Zone.

All sending areas are restricted to land west of Yellowjacket Mile Road (west of Range 61 West). The sending area ratios for transferring development rights shall be as follows:

2. Sending Area Ratios:

- a. Airport Influence Zone – 5:1
- b. Important Farmlands – 10:1
- c. Natural Resource Conservation Overlay – 15:1
- d. Barr Lake/South Platte River – 25:1

3-30-03-06-03

DESIGNATION OF RECEIVING AREAS

Receiving areas are shown on the Transfer of Development Rights Map in the Comprehensive Plan and include areas in townships 1561, 1563, 1565, 1567, 1729, 1731, 1813, and 1815 and are not within a designated sending area. The receiving areas are generally described as follows:

1. The southern three (3) miles of the County around Bennett and Strasburg excluding the ~~Front Range Airport~~Colorado Air and Space Port influence zone, the incorporated areas of Bennett, and the Natural Resource Conservation Overlay areas;

2. Areas east of the northern noise overlay zone for the Denver International Airport from 120th Avenue to 168th Avenue to Schumaker Mile Road., which excludes the floodplain area of Box Elder Creek;
3. Areas one-half (1/2) mile north and south of 144th Avenue from Schumaker Mile Road to Strasburg Mile Road;
4. Areas one-half (1/2) mile north and south of 88th Avenue from Highway 79 to Strasburg Mile Road;
5. Areas one-half (1/2) mile east and west of Highway 79 from 48th Avenue to 144th Avenue; and
6. Areas one-half (1/2) mile east and west of Strasburg Mile Road from 48th Avenue to 144th Avenue.

3-30-03-06-04

ZONING REQUIREMENTS FOR RECEIVING SITES

1. In order to be eligible for additional density from development rights, a property owner must apply for and receive approval for a Planned Unit Development (P.U.D.) on the parcel.
2. All provisions of Section 3-37 shall apply to a P.U.D.
3. Uses approved as part of the P.U.D. shall be limited to those uses consistent with the RE, A-1, or A-2 Zone Districts.
4. The maximum increase in the allowable number of residential units on a receiving site is 200.
5. Receiving areas shall be a minimum of 160 acres for inclusion in the P.U.D. However, receiving areas may be as small as 40 acres provided the site is contiguous to rural residential development at densities of one (1) unit per ten (10) acres or greater or part of an Overall Development Plan.

3-30-03-06-05

PROCEDURE FOR OBTAINING TRANSFERRED DEVELOPMENT RIGHTS

1. Development rights may be transferred to an approved sending site only after the applicant obtains a Final Development Plan (P.U.D.) approval by the Board of County Commissioners.
2. The potential number of development rights available for transfer from a sending site is one (1) development right for each thirty-five (35) acres, fractions of development rights cannot be transferred, and if the remainder portion of a sending site is less than thirty-five (35) acres, no units could be built on the site. For example, a fifty (50) acre sending site could only transfer one unit and a residential unit could not be built on the sending site because the remainder portion would only be fifteen (15) acres, less than the required thirty-five (35) acres. However, if the remnant

conservation area meets or exceeds 35 acres and is split by more than one sending area designation, the applicable different ratios may be applied to the remnant parcel. For example, a fifty (50) acre sending site split into twenty-five (25) acres of Important Farmland (10:1) and twenty-five (25) acres of Natural Resource Conservation Overlay (15:1) would receive a credit as follow:

Important Farmland: $25 \text{ acres} / 50 \text{ acres} = 50\%$ at 10:1 = 5 units

National Resource Conservation Overlay: $25 \text{ acres} / 50 \text{ acres} = 50\%$ at 15:1 = 7.5 units

Total Units = 12.5 (no rounding up permitted) for a total unit credit of 12.

3. Additional development rights shall be granted upon approval of the Final Development Plan (P.U.D.) by the Board of County Commissioners and upon conveyance of a Conservation Easement (in a form acceptable to the County) to the County or a land trust recognized by Great Outdoors Colorado as an independent third party and is certified by the National Land Trust Alliance. All conservation easements shall be granted in perpetuity.
4. The Conservation Easement, which defines the limitation on the development of the sending site, including the number of development rights severed from said parcel, shall be recorded in the real property records for the sending site at the Office of the Adams County Clerk and Recorder. The sending area shall also be included in the rezoning of the property to P.U.D.
5. Adams County shall not issue a building permit for a residential unit unless there are sufficient development rights attached to the property.

3-31 AVIATION (AV)

3-31-01 PURPOSE

This section is intended to provide for non-residential land uses associated with aviation operations while minimizing risks to public safety and hazards to aviation users including those employed at public aviation facilities.

3-31-02 BOUNDARIES

The boundaries of the Aviation District shall, at a minimum, encompass runways, clear zones, aprons, aviation related structures including terminals and hangars, and other aviation-related services and support facilities as depicted on the approved Airport Layout Plan. Minimum areas to be included within the Aviation District are illustrated in Figure 3-1. The size of the area may vary according to the type of aviation facility. The Board of County Commissioners, following a review and recommendation for action by the Planning Commission, establishes the official boundary of the Aviation District at the time the aviation facility is zoned. Changes in the size of the Aviation District are reviewed through the Zone Map Amendment process.

3-31-03 PERMITTED PRINCIPAL USES

The following uses are permitted uses in an Aviation District, subject to the plans, terms, and conditions of the Airport Layout Plan and subject to building permit review and approval:

1. Air cargo terminals and freight forwarding facilities
2. Air passenger terminal buildings, hangars, and air traffic control facilities
3. Aircraft sales, repair, service, storage
4. Aviation related manufacturing and distribution uses
5. Farming, no structures
6. Flight kitchens and related facilities
7. Ground transportation facilities such as taxi and bus terminals
8. Noise and weather monitoring devices, navigational aids
9. Outside storage of non-hazardous materials not to exceed 10% of the building area

10. Parking areas for employees and passengers
11. Public and quasi-governmental buildings, structures, and uses essential to the operations including fire stations, pump stations, water tanks, and public utility facilities
12. Ranching, no structures
13. Retail and personal service outlets catering to aviation passengers and employees
14. Runways, taxiways, take off and landing areas, aprons, clear zones, and; aircraft tie-down areas
15. Snack shops, restaurants, and lounges for airport clientele
16. Support facilities essential for aviation operations such as fuel storage, hangar use, and associated offices
17. Training schools relating to aircraft operations and service work
18. Underground fuel tanks
19. Traditional Farming, No structures
20. Solar energy facilities

3-31-04 PROHIBITED USES

All uses: (1) not expressly identified as permitted uses in this section; (2) determined to be permitted by the Director of Community and Economic Development pursuant to Section 3-05-01 of these standards and regulations, or (3) permitted by the Airport Layout Plan established for the particular lot(s) in question, are prohibited.

3-31-05 AREA AND HEIGHT STANDARDS

3-31-05-01 MINIMUM LOT SIZE REQUIREMENTS

Established by the Airport Layout Plan.

3-31-05-02 SETBACK FOR STRUCTURES, RUNWAYS, TAXIWAYS, TAKE OFF AND LANDING AREAS

3-31-05-02-01 *SETBACK FROM PROPERTY LINES FOR AIRPORT RUNWAYS, TAXIWAYS, AND RELATED FACILITIES*

The setback for airport runways, taxiways, and related facilities in an Aviation District shall be seven hundred (700) feet from centerline of the runway or taxiway.

3-31-05-02-02 *SETBACK FOR HELICOPTER TAKE OFF AND LANDING AREAS*

The setback for helicopter take off and landing areas in an Aviation District shall be three hundred (300) feet.

3-31-05-02-03 *SETBACK TO NEAREST RESIDENTIAL USES AND STRUCTURES*

The setback from airport runways, taxiways, and related facilities to the nearest residential uses and structures in an Aviation District shall be seventeen hundred (1,700) feet from the centerline of the runway or taxiway. The setback from helicopter take off and landing areas to the nearest residential uses and structures in an Aviation District shall be thirteen hundred (1,300) feet from the take off and landing areas.

3-31-05-02-04 *MINIMUM FRONT SETBACK*

The minimum front setback for structures in an Aviation District shall be established by a P.U.D.

3-31-05-02-05 *MINIMUM SIDE CORNER SETBACK*

The minimum side corner setback for structures in an Aviation District shall be established by a P.U.D.

3-31-05-02-06 *MINIMUM SIDE SETBACK*

The minimum side setback for structures in an Aviation District shall be established by a P.U.D.

3-31-05-02-07 *MINIMUM REAR SETBACK*

The minimum rear setback for structures in an Aviation District shall be established by a P.U.D.

3-31-05-02-08 *MINIMUM ARTERIAL SETBACK*

The minimum setback for all structures in an Aviation District from an arterial right-of-way shall be fifty (50) feet except a section line arterial right-of-way where the minimum setback shall be eighty (80) feet, or as otherwise established by a P.U.D. Variations may be permitted if full right-of-way has already been acquired by the County for section lines.

3-31-05-02-09 *MAXIMUM HEIGHT*

The maximum height of structures in an Aviation District shall be one hundred (100) feet or as restricted by FAA requirements. Air Traffic Control Towers and Navigation Aids are subject to FAA requirements.

3-31-05-03 *GENERAL SITE DESIGN AND PERFORMANCE STANDARDS*

The following general site design and performance standards shall be met by all uses within an Aviation District.

3-31-05-03-01 *MANUFACTURING AND DISTRIBUTION FACILITIES*

No manufacturing or distribution operation shall:

1. Conduct an activity that involves the generation or storage of animal, vegetable, or other wastes, which attract insects, rodents, or birds, or otherwise create a hazard to aircraft operations.
2. Conduct an activity, which emits smoke, fly ash, dust, vapor, gases, or other forms of air pollution, which would interfere with the safe operation of aircraft, or may conflict with present or planned operations of the airport.
3. Conduct an activity, which involves water impoundments, solid waste disposal, or other uses, which attract birds or other animal species, which may present a hazard to aircraft operations.
4. Conduct an activity, which emits glaring light or employs highly reflective surfaces, which interfere with a pilot's ability to locate runways or landing pads.
5. Conduct an activity, which creates electronic interference with communications among aviators and ground control personnel.

3-31-05-03-02 *ACCESSORY STORAGE*

3-31-05-03-02-01 *Enclosed*

Accessory storage shall be enclosed and concealed by a six (6) foot to eight (8) foot-closed fence to prevent views of the interior.

3-31-05-03-02-02 *Screening Materials*

Screen fencing shall be maintained in an attractive condition. Fencing material shall be approved in advance by the Director of Community and Economic Development.

3-31-05-03-02-03 *Height of Storage Materials*

Outside storage shall not exceed the height of the fence, except for operable vehicles, trailers, and other equipment designed to be towed or lifted as a single component.

3-31-05-03-03 *FENCING*

A perimeter fence sixty (60) inches or taller shall be erected to surround the Aviation District area.

**3-31-06 RELATIONSHIP TO DESIGN REQUIREMENTS AND
PERFORMANCE STANDARDS**

All design requirements and performance standards for specific uses contained in Chapter 4 of these standards and regulations shall apply in an Aviation District.

3-32 DENVER INTERNATIONAL AIRPORT (DIA)

3-32-01 PURPOSE

This section is intended to provide for non-residential land uses associated with aviation operations, roadways, or passive uses while minimizing risks to public safety and hazards to aviation users including those employed at public aviation facilities. The uses and standards established and enforced in the DIA District are enumerated below and in Article IV of the Intergovernmental Agreement on the New Airport.

3-32-02 BOUNDARIES

The boundaries of the DIA District are limited to those areas described in Exhibit ‘A’ in Article IV entitled “Annexation and Land Acquisition”; A Part of the Adams County/Denver Intergovernmental Agreement on a new Airport signed and dated April 21, 1988.

3-32-03 PERMITTED PRINCIPAL USES

The following uses are permitted uses in a DIA District, subject to building permit review and approval:

1. Easements to permit public rights-of-way for roads and trails
2. Farming, No structures
3. Installation, operation, or maintenance of aviation-related weather reporting equipment
4. Installation, operation, or maintenance of navigation or other aids used by aircraft for landing at or taking off from the New Airport
5. Installation, operation, or maintenance of noise monitoring equipment
6. Installation, operation, or maintenance of other equipment required by the FAA for the safe operation of the New Airport
7. Passive uses, including utilities
8. Ranching, No structures
9. Traditional Farming, No structures
10. Solar energy facilities

3-32-04 GENERAL SITE DESIGN AND PERFORMANCE STANDARDS

The following general site design and performance standards shall be met by all uses within the DIA District.

3-32-04-01 ROAD AND TRAILS

No road or trail may be closer than twenty-seven hundred (2,700) feet from the end of any runway.

3-32-04-02 INTERFERENCE OF USE

Uses may not interfere with airport operations, nor interfere with aerial approaches.

3-33 AIRPORT HEIGHT OVERLAY (AHO)

3-33-01 PURPOSE

The Airport Height Overlay is intended to provide for protection of residential and non-residential land uses in areas which may be subjected to frequent overflights by aircraft flying low to the ground upon an approach to landing, upon takeoff, or operating in a traffic pattern at an aviation facility. Within this area, the hazards of natural and man-made objects may create severe hazards to aviation and must be regulated accordingly.

3-33-02 BOUNDARIES

The Airport Height Overlay area includes all land where the height of structures or natural features may obstruct or otherwise influence aviation activities. The extent of this area is determined by applying the standards and criteria listed in Title 14 of the Code of Federal Regulations, Subchapter E, F.A.R. Part 77 entitled “Objects Affecting Navigable Airspace”. Figure 3-2 illustrates how the geographic extent of the navigable airspace is determined. The geographic extent of the Airport Height Overlay for each aviation facility affecting Adams County is drawn to the nearest quarter-section of land lying outside the Airport Height Overlay as illustrated on the Adams County Zoning Map.

3-33-03 PERMITTED USES

All uses permitted by the underlying zone as permitted uses or conditional uses are permitted in the Airport Height Overlay unless specifically prohibited, subject to building permit review and approval.

3-33-04 GENERAL SITE DESIGN AND PERFORMANCE STANDARDS

The following general site design and performance standards shall be met by all uses within an Airport Height Overlay District.

3-33-04-01 PROPOSED DEVELOPMENT TO COMPLETE AERONAUTICAL STUDY

Applicants requesting zone changes, conditional uses, temporary and special uses, certificates of designation, site plans, site specific development plans, and building permits must complete an FAA aeronautical study on obstructions to determine if the proposed development could be a hazard to air navigation. If no

hazard is determined, the proposed development may proceed, pending compliance with other County requirements. If a hazard to air navigation is found to exist by the FAA, then:

1. The applicant may alter the proposal in a manner which does not present a hazard to air navigation and may proceed subject to compliance with other County requirements; or
2. If alternative designs or locations do not pose compelling reasons to allow the use or structure within the Airport Height Overlay District, the County will prepare Findings of Fact, to be entered in the application record by the Director of Community and Economic Development citing the reasons why the use is compatible with the intent of the Airport Height Overlay District. Factors to consider in these findings include the importance of services provided by the proposed facility to the community, and the compatibility of the proposed use with the airport layout plan, and the Adams County Comprehensive Plan. The Director of Community and Economic Development or Manager of the pertinent aviation facility shall be notified of the denial.

3-33-04-02 PROPOSED DEVELOPMENT TO DOCUMENT ELEVATIONS

Applicants for development shall fully document site elevations in relation to the F.A.R. Part 77 height restrictions. Documentation of site elevations shall consist of a topographic map of the site showing contours for every five (5) feet of elevation change to illustrate the elevation above mean sea level; the location and height of any proposed buildings or structures, as well as natural features that impinge upon the Part 77 surfaces; and the elevation of the aviation facility affecting the applicant's property.

3-33-04-03 LANDOWNERS TO INSTALL MARKERS

Landowners may be required to install, operate, and maintain, at the owner's expense, such markers and lights which may be necessary to indicate to flyers the presence of a hazard which affects the aviation facility. This marking and lighting requirement may also extend to objects of natural growth (trees, primarily) on site.

3-33-04-04 AIRPORT MANAGER GIVE OPPORTUNITY TO REVIEW APPLICATIONS

Applications for zone changes, conditional uses, temporary and special uses, certificates of designation, site plans, and site specific development plans will be forwarded to the director of the aviation facility(ies) for review and comment concerning the impact of the proposal on aviation operations.

3-33-04-05 EASEMENT REQUIRED TO OBTAIN BUILDING PERMIT

A signed and recorded aviation easement must be filed prior to issuance of a building permit.

3-33-05 RELATIONSHIP TO DESIGN REQUIREMENTS AND PERFORMANCE STANDARDS

All design requirements and performance standards for specific uses contained in Chapter 4 of these standards and regulations shall apply in an Airport Height Overlay District unless inconsistent with a provision contained in Section ~~3-333-32~~, in which case the specific standard or requirement contained in Section ~~3-333-32~~ shall apply.

3-34 AIRPORT INFLUENCE ZONE (AIZ)

3-34-01 PURPOSE

The Airport Influence Zone Overlay District is intended to provide areas within the County suitable for the economical development and safe operation of air carrier and/or general aviation airports for public use without adversely affecting the activities upon surrounding properties.

The Airport Influence Zone is also intended to provide for notice and disclosure of the airport location to owners of residential and non-residential properties in areas which may be subjected to aircraft activities of such duration and frequency which would constitute a nuisance to residential and other uses.

3-34-02 BOUNDARIES

The Airport Influence Zone includes all land impacted by the location of the ~~Front Range Airport~~ Colorado Air and Space Port and the noise created by low-flying aircraft. The general boundaries of the Airport Influence Zone are as follows: 80th Avenue on the north, Interstate 70 (County line) on the south, Harback Mile Road on the east, and Hayesmount Mile Road on the west.

The Airport Influence Zone also contains two Restriction Areas, which further restrict the land uses within the overlay zone district. The geographic extent of the Airport Influence Zone and the Restriction Areas are delineated on the official Adams County Zoning Map.

3-34-03 PERMITTED USES

All uses permitted by the underlying zone are permitted in the Airport Influence Zone unless specifically prohibited or restricted by Restriction Area One or Restriction Area Two, subject to building permit review and approval.

3-34-04 PROHIBITED USES

All uses: (1) not expressly identified as permitted uses in the underlying zone district; or (2) determined to be permitted by the Director of Community and Economic Development pursuant to Section 3-05-01 of these standards and regulations, are prohibited.

3-34-05 GENERAL SITE DESIGN AND PERFORMANCE STANDARDS

The following general site design and performance standards shall be met by all uses within an Airport Influence Zone Overlay District.

3-34-05-01 RESTRICTION AREA ONE

No structures designed for full or part-time occupation for residential, commercial, institutional, or industrial uses shall be permitted.

3-34-05-02 RESTRICTION AREA TWO

Prohibits the construction of residences, except existing residences may be occupied and new homes may be built on lots or parcels created prior to the adoption of the Airport Influence Zone, August 1, 1983 or on 35 acre parcels, which meet the requirements of the A-3 Zone District, regardless of creation date.

3-34-05-03 FEDERAL AVIATION ADMINISTRATION STANDARDS

All uses and building plans are subject to FAA Obstruction and Approach Zone Regulations (Part 77).

3-34-05-04 AFFIDAVIT REQUIRED TO OBTAIN SUBDIVISION OR BUILDING PERMIT

A signed “Aircraft Activity Covenant with Disclosure” must be filed prior to approval of a subdivision, if applicable, or the issuance of a building permit.

3-34-05-05 USES NOT TO INTERFERE WITH AVIATION

3-34-05-05-01 NO EMISSIONS

Uses must not produce steam, smoke, or otherwise pose a hazard to aviators.

3-34-05-05-02 NO GLARE

Uses must not emit glaring light or employ highly reflective surfaces which may impair the visibility of aviators, nor shall the use create interference with the electronic communication among aviators and ground control.

3-34-05-05-03 *NOT ATTRACTIVE TO WILDLIFE*

Uses must lack the potential of attracting birds and other wildlife species which may pose a hazard to flight operations.

**3-34-06 RELATIONSHIP TO DESIGN REQUIREMENTS AND
PERFORMANCE STANDARDS**

All design requirements and performance standards for specific uses contained in Chapter 4 of these standards and regulations shall apply in a Noise Overlay District unless inconsistent with a provision contained in Section ~~3-343-33~~, in which case the specific standard or requirement contained in Section ~~3-343-33~~ shall apply.

3-35 AIRPORT NOISE OVERLAY (ANO)**3-35-01 PURPOSE**

The Airport Noise Overlay is intended to provide for protection of residential and non-residential land uses in areas which may be subjected to noise levels of such duration and frequency which would constitute a nuisance to residential and other uses.

3-35-02 BOUNDARIES

The Airport Noise Overlay includes all land heavily impacted by the noise created by low-flying aircraft, and lying within the sixty (60) Ldn or greater noise contour area. The extent of this area is determined based upon the measurements of sound computed by the methods contained in Title 14 of the Code of Federal Regulations, Subchapter I, Federal Aviation Regulations (F.A.R., hereafter) Part 150, “Airport Noise Compatibility Planning”. These computations are based upon the fleet mix that forms the “worst case scenario” for the type and volume of aircraft activity proposed at full build-out of the facility. The geographic extent of the noise overlay for each aviation facility affecting Adams County is delineated on the official Adams County Zoning Map.

3-35-03 PERMITTED USES

All uses permitted by the underlying zone as permitted uses or conditional uses are permitted in the Airport Noise Overlay unless specifically prohibited, subject to building permit review and approval.

3-35-04 PROHIBITED USES

All uses: (1) not expressly identified as permitted uses in the underlying zone district; or (2) determined to be permitted by the Director of Community and Economic Development pursuant to Section 3-05-01 of these standards and regulations, are prohibited. In addition, the following uses are specifically prohibited in an Airport Noise Overlay Zone:

1. Neighborhood Indoor Uses
2. Institutional Care
3. Universities

3-35-05 GENERAL SITE DESIGN AND PERFORMANCE STANDARDS

The following general site design and performance standards shall be met by all uses within an Airport Noise Overlay District.

3-35-05-01 RESIDENTIAL USES

3-35-05-01-01 *NO NEW RESIDENTIAL ZONING*

No residential rezoning shall be considered or approved.

3-35-05-01-02 *EXISTING LOTS DEVELOPABLE*

One single family dwelling may be constructed per lot in existence at the effective date of these standards and regulations, or as may be created per Article 28, Title 30, Section 101 (10) of the Colorado Revised Statutes, as amended.

3-35-05-01-03 *EXISTING RESIDENTIAL USE NON-CONFORMING*

Existing residential uses may continue, but shall be limited by the non-conforming use provisions of these standards and regulations.

3-35-05-01-04 *APPROVED RESIDENTIAL USES*

Residential uses allowed in accordance with an approved Site Specific Development Plan, or building permit effective at the time airport construction commences may be allowed if the use conforms with the performance standards listed below

3-35-05-01-05 *NOISE REDUCTION REQUIRED*

All newly established residential uses must incorporate noise level reduction measures sufficient to achieve an interior noise level of 45 dB on the A-weighted scale. Assurance that these measures have been incorporated into the structure is illustrated by submission of noise reduction plans certified by a registered professional engineer at the time of application for a building permit, and implemented prior to issuance of a Certificate of Occupancy.

3-35-05-02 AFFIDAVIT REQUIRED TO OBTAIN BUILDING PERMIT

A signed “Aircraft Activity Covenant with Disclosure” must be filed prior to issuance of a building permit.

3-35-05-03 COMMERCIAL AND INDUSTRIAL USES TO INCORPORATE NOISE REDUCTION

The portions of the commercial or industrial structures devoted to office uses, or occupied by members of the public must incorporate noise level reduction measures sufficient to achieve an interior noise level of 45 dB on the A-weighted scale. The noise reduction measures cited above are described in Chapter 35 of the Appendix of the Uniform Building Code, and as adopted by Adams County. Assurance that these measures have been incorporated into the structure is illustrated by submission of noise reduction plans certified by a registered professional engineer at the time of application for a building permit, and implemented prior to issuance of a Certificate of Occupancy.

3-35-05-04 USES NOT TO INTERFERE WITH AVIATION**3-35-05-04-01 *NO EMISSIONS***

Uses must not produce steam, smoke, or otherwise pose a hazard to aviators.

3-35-05-04-02 *NO GLARE*

Uses must not emit glaring light or employ highly reflective surfaces which may impair the visibility of aviators, nor shall the use create interference with the electronic communication among aviators and ground control.

3-35-05-04-03 *NOT ATTRACTIVE TO WILDLIFE*

Uses must lack the potential of attracting birds and other wildlife species which may pose a hazard to flight operations.

3-35-06 RELATIONSHIP TO DESIGN REQUIREMENTS AND PERFORMANCE STANDARDS

All design requirements and performance standards for specific uses contained in Chapter 4 of these standards and regulations shall apply in a Noise Overlay District unless inconsistent with a provision contained in Section ~~3-343-33~~, in which case the specific standard or requirement contained in Section ~~3-343-33~~ shall apply.

3-36 FLAMMABLE GAS OVERLAY (FGO)

3-36-01 PURPOSE

It is the purpose of the Flammable Gas Overlay District to establish reasonable and uniform limitations, safeguards, and controls over uses of land designated as and/or adjacent to an operating or former solid waste disposal site. Any building, excavation, construction, or other use proposed in this zone district shall require testing and/or mitigation related to flammable gas, as specified in this section, prior to obtaining a building permit and after receiving a certificate of occupancy. The requirements of this section are intended to assure the protection of life and property from such related hazards as flammable gas, gas migration, asphyxiation, and explosion.

3-36-02 LOCATION AND BOUNDARIES OF KNOWN FLAMMABLE GAS HAZARD AREA (SOLID WASTE DISPOSAL SITES)

Those areas identified in the report dated April 19, 1978 titled “Landfills in Which Methane Generation Has Been Documented”, prepared by Tri-County Health Department, as well as the surrounding property to within one thousand (1,000) feet are located within the Flammable Gas Overlay District. These areas are defined as:

1. Berkeley Village. The hazardous area is bounded by the Adams County line on the south and west, Clear Creek on the north, and the north-south line 500' east of the centerline of Tennyson Street. This area corresponds to No. 1 on the Zoning Restriction Map: Overlay Restriction Flammable Gas hereinafter called Zoning Restriction Map.
2. Adams County Landfill. The hazardous area is bounded beginning at the intersection of Federal Blvd. and the Denver Salt Lake Railroad Crossing tracks, thence 6375' east along the Denver Salt Lake Railroad tracks, thence north 1800', thence west 2250', thence south 1000', thence west 3350', thence north 200' to Clear Creek, thence west along Clear Creek to the centerline of Federal Blvd., thence south to the point of beginning. This area corresponds to No. 2 on the Zoning Restriction Map.
3. Adams County Landfill. The hazardous area is bounded beginning at Clear Creek 900' from the centerline of Federal Blvd., thence east along Clear Creek 3500', thence east 300', thence south 1700', thence west 3350', thence north 200' to the point of beginning. This area corresponds to No. 3 on the Zoning Restriction Map.
4. Property Improvements, Inc. The hazardous area is bounded by the area beginning at the point of intersection of West 62nd Avenue and Huron Street, thence north along Huron 2300', thence east 3300', thence south 3300',

thence west 2600' along West 60th Avenue, thence north 1000', thence west 700', to the point of beginning. This area corresponds to No. 4 on the Zoning Restriction Map.

5. Property Improvements, Inc. The hazardous area is bounded beginning at a point 900' east from the centerline of Pecos Street at Clear Creek, thence south 2300', thence east 250', thence south 650', thence east 1500', thence north 3350' along Huron Street, thence west 500' to Clear Creek, thence west 1400' along Clear Creek to the point of beginning. This area corresponds to No. 5 on the Zoning Restriction Map.
6. Landfill, Inc. The hazardous area is bounded beginning at a point at Clear Creek 150' west from the centerline of I-25, thence west along Clear Creek 4100', thence south 150', thence east 3300', thence south 650', thence east 300', thence north 2500' to the point of beginning. This area corresponds to No. 6 on the Zoning Restriction Map.
7. Western Paving. The hazardous area is bounded beginning at a point 900' east from the centerline of Pecos Street at Clear Creek, thence west along Clear Creek, thence south 1100', thence east 1750', thence north 2300' to the point of beginning. This area corresponds to No. 7 on the Zoning Restriction Map.
8. Fiore & Sons. The hazardous area is bounded by the area beginning at a point at the intersection of West 62nd Avenue and Huron, thence 700' east, thence 950' south, thence 1000' east on 60th Avenue, thence 1050' south, thence 2700' west, thence 1000' north, thence 1000' east, thence 950' north to the point of beginning. This area corresponds to No. 8 on the Zoning Restriction Map.
9. Property Improvements, Inc. The hazardous area is bounded by the area beginning at the intersection of the Brantner Ditch and East 144th Avenue, thence north 2300' along the Brantner Ditch, thence west 3000', thence south 2350', thence 1700' east to the Brantner Ditch, thence north 500' to the point of beginning. This area corresponds to No. 13 on the Zoning Restriction Map.
10. Eaton Industrial Subdivision. The hazardous area is bounded by the area beginning at a point 950' north of the intersection of 56th Avenue and Washington Street, thence 1250' east, thence 850' southeast, thence 950' south, thence 1750' southwest, thence 900' west of Washington Street, thence 1200' northwest, thence 1200' north of 56th Avenue, thence 1400' northeast to the point of beginning, excluding those areas within the City and County of Denver. This area corresponds to No. 15 on the Zoning Restriction Map.

3-36-03 UNKNOWN FLAMMABLE GAS HAZARD AREAS (SOLID WASTE DISPOSAL SITES)

The Flammable Gas Overlay District restrictions shall also apply to any site discovered to have been a solid waste disposal site or to any site which is located within one thousand (1,000) feet of a former solid waste disposal site.

3-36-04 REFERRALS OF PROPOSED CONSTRUCTION ON SOLID WASTE DISPOSAL SITE

Any proposal to construct or change the use of any lot which is or has been a solid waste disposal site shall be referred to the Community and Economic Development Department, the applicable fire district, Tri-County Health Department, and the Colorado Department of Public Health and Environment* for review and comment.

3-36-05 REVIEW RESPONSIBILITIES

3-36-05-01 TRI-COUNTY HEALTH DEPARTMENT

Tri-County Health Department is primarily responsible for reviewing the plan for and the results of the flammable gas investigation for the site and reviewing the plans for flammable gas control systems and shall supply safety information related to construction on or within one thousand (1,000) feet of any solid waste disposal site.

3-36-05-02 APPLICABLE FIRE DISTRICT

The applicable fire district is primarily responsible for reviewing the building plans; reviewing the design, operation and maintenance plans for the flammable gas control system; and reviewing the emergency procedures for buildings constructed in the Flammable Gas Overlay District. All construction or excavation is subject to inspection by the applicable fire district.

3-36-05-03 COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

The Community and Economic Development Department is primarily responsible for reviewing the proposed land use. The Community and Economic Development Department shall review and keep for record a final copy of the engineering design, the plan for the flammable gas investigation and the plan for the flammable gas control system.

3-36-05-04 COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT*

The Colorado Department of Public Health and Environment is primarily responsible for reviewing and approving the plans in accordance with their rules and regulations.

***Adopted by the BoCC on December 13, 2010**

3-36-05-05 COMMENTS CONCERNING DEVELOPMENT PROPOSALS

The Community and Economic Development Department, Tri-County Health Department the applicable fire district, and the Colorado Department of Public Health and Environment shall prepare and submit comments and recommendations to the Chief Building Official for review within 30 days following receipt of the request for review and comments.

No new residential zoning shall be considered or approved unless the property owner demonstrates, based on the criteria in Section 3-34-06-01, flammable gas is not present and the potential does not exist for the buildup of flammable gases to reach twenty (20) percent of the lower explosive limit in the soil surrounding the proposed building(s).

3-36-06 BUILDING PERMITS AND CONSTRUCTION ON OR WITHIN ONE THOUSAND (1,000) FEET OF A FORMER SOLID WASTE DISPOSAL SITE

The Chief Building Official shall issue a building permit for construction within a Flammable Gas Overlay District within the boundaries of or within one thousand (1,000) feet of a former solid waste disposal site only after receiving comments from the Community and Economic Development Department, Tri-County Health Department the applicable fire district, and the Colorado Department of Public Health and Environment after determining the property owner has met the specified safety criteria (Note: These standards are based on the 20% lower explosive limit (LEL) standard formulated by the National Institute of Occupational Safety and Health of the Bureau of Mines of the U.S. Department of the Interior):

3-36-06-01 SAFETY CRITERIA FOR BUILDING PERMITS

Property owners may meet safety criteria by doing either of the following:

1. Completing a flammable gas investigation demonstrating no flammable gas is present and there is no potential for flammable gas to reach 20% of the lower explosive limit in the soil surrounding the proposed building(s).

2. The owner shall receive prior approval of the flammable gas investigation plan from the Chief Building Official. The flammable gas investigation plan shall be done by, or under the direct supervision of, a registered professional engineer with experience in evaluation and control of subsurface gas. At a minimum, the plan shall include the following:
 - a) A description of representative soils at the site.
 - b) Monitoring for flammable gas to the depth of the fill material or to bedrock, whichever is more applicable, and a rationale for the number and location of proposed monitoring probes. Tri-County Health Department shall be given the opportunity to oversee installation of the probes, and probes shall remain undisturbed, intact and accessible for a minimum of three weeks to provide Tri-County Health Department the opportunity to conduct sampling for flammable gas.
 - c) A detailed description of the sampling methodology and data collection techniques to be utilized.
 - d) If any flammable gas is detected, a rationale for why there is no potential for flammable gas to reach 20% of the lower explosive limit in the soil surrounding proposed building(s).
3. Submitting building plans to include all necessary flammable gas control systems to protect against buildup of over 1% of flammable gas in the buildings. The building plans shall also include an automatic gas detection system to alert building occupants in the event of buildup of 1% of flammable gas in the structure. An operation and maintenance plan for the flammable gas control system, including emergency procedures, shall also be submitted with the building plan. The building plans and operation and maintenance plan for the flammable gas control system shall be prepared by a registered professional engineer with experience in the design of subsurface gas control systems.
 - a) The building plans for all buildings shall meet the following minimum standards, or propose an equivalent design which will prevent flammable gas migration into the building:
 - i. A geomembrane or equivalent system with low permeability to flammable gas shall be installed between the concrete floor slab of the building and the subgrade;
 - ii. A venting system to provide venting to the outside of the building. The system shall consist of a permeable layer of

- open graded material of clean aggregate with a minimum thickness of 12 inches;
- iii. A geotextile filter shall be utilized to prevent the introduction of fines into the permeable layer;
 - iv. Perforated venting pipes shall be constructed with the ability to be connected to an induced draft exhaust system;
 - v. Automatic methane gas sensors shall be installed inside the building to trigger an audible alarm when methane gas concentrations are detected.
 - vi. Unenclosed buildings are exempt from requirements i. through v. above. Enclosed rooms located within the unenclosed building shall comply with all of the above requirements.
- b) The operation and maintenance plan for the flammable gas control system shall address testing, maintenance and service procedures consistent with the manufacturer's current written specifications.
- c) All buildings which are required to have a flammable gas control system shall have established emergency procedures which shall be subject to the approval of the fire department. The emergency procedures shall include, but not be limited to, the following:
- i. Assignment of a responsible person as safety director to work with the fire department in the establishment, implementation and maintenance of an emergency plan.
 - ii. Conspicuous posting of the fire department's telephone number in areas designated by the fire department.
 - iii. Conspicuous posting of emergency plan procedures approved by the fire department.

3-36-06-02 SAFETY PRACTICES DURING CONSTRUCTION

If it has not been demonstrated 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 flammable gas is not present in concentrations exceeding one (1) percent and oxygen is present at a minimum concentration of nineteen and one-half (19.5) percent. 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.

3-36-06-03 INSPECTION AND CERTIFICATION OF GAS CONTROL SYSTEM

The registered engineer who designed the flammable gas control system shall be responsible for supervising installation of the approved system. After completion of the work, the engineer shall certify in writing that all flammable gas control systems designed to mitigate hazardous concentrations of flammable gas have been installed in accordance with the approved plans and specifications. The written certification shall be submitted to the Chief Building Official.

3-36-06-04 POST CONSTRUCTION MAINTENANCE OF FLAMMABLE GAS CONTROL SYSTEMS

The property owner shall be responsible for maintenance of flammable gas control systems to include post-construction testing, calibration and service of automatic gas detection systems in buildings, consistent with the approved operation and maintenance plan. These activities shall be conducted on a schedule to be determined by the applicable fire district, but shall occur at least quarterly. System calibration and maintenance records shall be submitted to the fire district on a schedule determined by the district, but shall be submitted at least quarterly.

3-36-07 ADDITIONAL REMEDIAL MEASURES

In the event the concentration of flammable gas in any building located in the FGO reaches or exceeds 1%, the owner shall hire a qualified engineer to investigate, recommend and implement mitigation measures. Such measures shall

be subject to approval of the Chief Building Official and the fire department.

3-36-07-01 APPEAL OF FLAMMABLE GAS HAZARD BOUNDARIES

Boundaries of the Flammable Gas Overlay District may be appealed to the Board of Adjustment based on completion of a flammable gas investigation as specified in Section 3-33-06-01(1).

3-36-08 RELATIONSHIP TO DESIGN REQUIREMENTS AND PERFORMANCE

All design requirements and performance standards for specific uses contained in Chapter 4 of these standards and regulations shall apply in a Flammable Gas Overlay District unless inconsistent with a provision contained in Section 3-33 in which case the specific standard or requirement contained in Section 3-33 shall apply.

3-37 FLOOD CONTROL OVERLAY (FCO)

3-37-01 PURPOSE

The purpose of the Flood Control Overlay Zone District is to establish reasonable limitations and controls of land uses within the 100-year floodplain. The requirements of this section reduce flood hazards, protect the public health, safety, and general welfare, minimize flood losses, promote wise use of the floodplain, and protect the storage capacity and hydraulic character of the floodplain. The Flood Control Overlay Zone District is established with the following specific intentions:

1. Reduce flood-related hazards to life and property by restricting the use of land within flood prone areas.
2. Provide notice to floodplain occupants of the type and location of hazards by delineating areas subject to flooding and regulating the manner in which buildings and utilities are constructed.
3. Protect the public from financial burden by avoiding public expenditures on flood control and minimizing damage to property.
4. Protect the flood storage capacity of floodplains by regulating the filling and modification of the floodplain and watercourses.
5. Protect the natural hydraulic characteristics of watercourses by regulating the modification of watercourses and prohibiting encroachment into watercourses.

3-37-02 APPLICABILITY

The Flood Control Overlay Zone District applies to any land located within the 100-year (1% frequency) floodplain of a water course, to land located in an area of special flood hazard, and to land located in an area of shallow flooding.

3-37-03 BOUNDARIES

The Flood Control Overlay Zone District shall include all areas delineated on the maps and profiles for the 100-year floodplain limits for the watercourse within these studies as adopted by the Board of County Commissioners. The applicable reports are listed in Appendix B-16 and declared to be part of these standards and regulations.

3-37-03-01 LOCATION OF STUDIES

The flood hazard area delineation studies listed above are on file at the Adams County Department of Public Works.

3-37-03-02 FLOOD HAZARD DISTRICTS

The Flood Control Overlay Zone District has been divided into the floodway and flood storage area in some flood hazard area delineation studies. Where a floodway has been delineated by a flood hazard area delineation study, greater restrictions may be placed on development or uses proposed in the floodway.

3-37-03-03 CONFLICT BETWEEN STUDIES

Where conflicts between the Flood Insurance Study, Adams County, Colorado, and other studies approved by the Board of County Commissioners exist, the more restrictive data shall apply.

3-37-03-04 INTERPRETATION OF BOUNDARIES

If for any reason the location of any Flood Control Overlay Zone District boundary line is not readily determinable from the flood hazard area delineation studies, the location of the overlay district boundary line shall be determined by the Director of Community and Economic Development in accordance with the following provisions. Where more than one of the following provisions are applicable in any given situation, the first enumerated applicable provision shall prevail over all other provisions:

1. Where a Flood Control Overlay Zone District boundary line is located with reference to a fixture, monument, elevation, or natural feature, the location of such fixture, monument, elevation, or natural feature shall control.
2. In all other circumstances, the location of the Flood Control Overlay Zone District boundary line shall be determined by scaling from the district maps.

3-37-03-04-01 OBTAINING A BOUNDARY INTERPRETATION

3-37-03-04-01-01 *Boundary Interpretation Procedure*

Before a boundary interpretation may be provided by the Director of Community and Economic Development, a request for interpretation must be submitted to the Community and Economic Development Department. After the Director of Community and Economic Development receives the

request of interpretation, the Director of Community and Economic Development shall determine whether the request is complete, specific, clear and ready for review. If the Director of Community and Economic Development determines the request is not complete, a written notice shall be sent to the applicant specifying the deficiencies. The Director of Community and Economic Development shall take no further action on the request until the deficiencies are remedied.

After the request has been determined to be sufficient, the Director of Community and Economic Development shall review and evaluate the request in light of the terms and provisions of these standards and regulations and the flood hazard delineation study maps, and render a written interpretation. The Director of Community and Economic Development may consult the County Attorney and other departments before rendering an interpretation. The written interpretation shall be sent to the applicant by U.S. Mail.

3-37-03-04-01-02 *Contesting a Boundary Interpretation*

After receiving a written boundary interpretation from the Director of Community and Economic Development, a person may contest the location of the boundary. The person contesting shall submit an application, required fees, and supporting documentation demonstrating the correct Flood Control Overlay Zone District boundary and water surface profile. The documentation shall be certified by a registered professional engineer or land surveyor. After receiving a complete application and all supporting materials, the Director of Community and Economic Development may refer the application for review and comment to outside government agencies. The Director of Community and Economic Development shall have sixty (60) days from the date of receipt of a complete application to make a determination.

The Director of Community and Economic Development shall only allow a deviation from the boundary as mapped where the evidence clearly and conclusively establishes the mapped location is incorrect. In all cases, flood profiles and elevations shall control. Upon final determination, a written interpretation shall be sent to the applicant by U.S. Mail.

3-37-03-04-01-03 *Effect of Boundary Interpretation*

Interpretations not in writing shall have no force or effect. Written interpretations set no precedent and shall be limited to the property identified in the interpretation.

3-37-03-05 BASE FLOOD ELEVATION DETERMINATION

The base flood elevation shall be determined from the flood hazard area delineation studies. When base flood elevation data is not available from the flood hazard area delineation studies, the Director of Community and Economic Development may obtain, review, and reasonably utilize any base flood elevation and floodway data available from any federal, state, or other source as criteria for determining if proposed new construction, substantial improvements, or other development complies with these standards and regulations.

3-37-03-06 AMENDMENTS AND REVISIONS TO FLOOD HAZARD BOUNDARY MAPS

3-37-03-06-01 FLOOD CONTROL OVERLAY MAP AMENDMENTS*

The boundaries of the Flood Control Overlay Zone District may be amended by resolution of the Board of County Commissioners. A Flood Control Overlay Zone District map amendment shall be processed as an amendment to the text of these Standards and Regulations (Section 3-35-03 Boundaries) in accordance with the provisions of Section 2-02-12-03-03.*

***Adopted by the BOCC June 27, 2011.**

Applications for amendment of the Flood Control Overlay Zone District shall be submitted by December 31 each year and shall be processed and scheduled for hearing before the Planning Commission in February of each year. Applications for map amendment shall be submitted with a Letter of Map Amendment (LOMA) or Letter of Map Revision (LOMR) issued by the Federal Emergency Management Agency (FEMA). Conditional Letters of Map Amendment (CLOMA) and Conditional Letters of Map Revision (CLOMR) will not be accepted as supporting documentation for a map amendment. Any LOMA or LOMR resulting from an application not reviewed by the Director of Community and Economic Development prior to submittal to FEMA shall be required to submit a copy of all documentation used to support the LOMA or LOMR application prior to consideration of a map amendment.

3-37-03-06-02 LETTERS OF MAP AMENDMENT AND REVISION

Individuals who own structures located in an area designated part of the Flood Control Overlay may request FEMA to remove the floodplain designation, and to waive the requirement to purchase flood insurance through a LOMA or LOMR. All requests for LOMAs or LOMRs shall be supported by sufficient technical or scientific data to demonstrate the structures are not subject to inundation by the base flood. A LOMA or LOMR may exempt a property owner from having to obtain flood insurance, but shall not change the Flood

Control Overlay Zone District boundary unless a Flood Control Overlay map* amendment is sought and obtained from Adams County. All applications for LOMA and LOMR shall be submitted to the Director of Community and Economic Development for review. After completing a review, the Director of Community and Economic Development shall submit the application to FEMA along with any comments. Requests for LOMA or LOMR shall be filed by the Director of Community and Economic Development to be accepted by FEMA. LOMA and LOMR cannot be issued for proposed structures.

***Adopted by the BoCC on June 27, 2011.**

3-37-03-06-03

CONDITIONAL LETTERS OF MAP AMENDMENT AND REVISION

If construction is proposed on land within the Flood Control Overlay, a CLOMA or CLOMR can be issued by FEMA provided the proposed structure meets the criteria for issuing a LOMA or LOMR on an existing structure. A CLOMA and CLOMR represent only comments on a proposed plan, and do not amend the Flood Insurance Rate Map, waive the insurance requirement, or change the Zoning Map. Individuals seeking a CLOMA or CLOMR from FEMA shall first file their request with the Director of Community and Economic Development. The Director of Community and Economic Development shall decide whether to endorse the request and file it with FEMA. Requests for CLOMA or CLOMR shall be endorsed and filed by the Director of Community and Economic Development to be accepted by FEMA. No work shall be performed after a CLOMA or CLOMR is issued by FEMA unless a floodplain use permit is obtained from the Director of Community and Economic Development. After construction of improvements proposed in a CLOMA or CLOMR, the applicant shall seek a LOMA or LOMR for the improvements. *.

* Work shall not commence on any improvements within the boundaries of the Flood Control Overlay that change any of the following prior to obtaining a CLOMR from FEMA:

1. Base flood elevation;
2. Floodway width; or
3. Floodplain width.

3-37-03-06-04

COUNTY-INITIATED MAP AMENDMENTS

Whenever FEMA publishes new flood insurance rate maps or new flood hazard boundary maps, the Director of Community and Economic Development may initiate a zone map amendment.

3-37-04 GENERAL ADMINISTRATION

3-37-04-01 RECORD KEEPING

The Director of Community and Economic Development shall obtain and record the actual elevation (in relation to the National Geodetic Vertical Datum 1929 or North American Vertical Datum 1988) of the lowest floor (including basement) of all new or substantially improved structures, verify and maintain floodproofing certifications, and maintain for public inspection all records pertaining to these Flood Control Overlay Zone District standards and regulations. All records of variances, appeals, boundary interpretations, map amendments and floodplain use permits shall also be maintained by the Director of Community and Economic Development.

3-37-04-02 REPORTING

3-37-04-02-01 *REPORTING WATERCOURSE ALTERATIONS*

Before approval of any watercourse alterations, major or minor development, the Director of Community and Economic Development, as appropriate, shall refer the case to the adjacent communities, the Urban Drainage and Flood Control District, the Colorado Water Conservation Board, and FEMA for their comments.

3-37-04-02-02 *REPORTING VARIANCES*

Variances to these standards and regulations shall be reported to FEMA annually by the Director of Community and Economic Development.

3-37-04-03 FLOODPLAIN ADMINISTRATOR

The Director of Community and Economic Development or his designee shall be responsible for administering the Flood Control Overlay Zone District.

3-37-05 DISCLAIMER OF LIABILITY

The degree of flood protection required by these standards and regulations is considered reasonable for the protection of life and property and is based on engineering and scientific methods of study. Larger floods may occur periodically or the flood height may be increased by man-made or natural causes. These standards and regulations do not imply areas outside the designated Flood Control Overlay Zone District or land use permitted within such district will be free from flooding or

flood damages. These standards and regulations shall not create liability on the part of Adams County, any officer or employee thereof, or FEMA for any flood damages resulting from reliance on these standards and regulations or any administrative decision lawfully made thereafter.

3-37-06 RELATIONSHIP TO OTHER REGULATIONS

The Flood Control Overlay Zone District standards and regulations supplement all land use restrictions associated with the underlying zone, which remain in full force and effect. Restrictions associated with the Flood Control Overlay Zone District apply to the use, performance, and design of property located within the district. In the case of conflicting requirements, the most restrictive provision shall apply.

3-37-07 GENERAL PROVISIONS

3-37-07-01 PERMIT REQUIRED

A floodplain use permit is required for any structure, facility, fill, development, storage or processing of materials or equipment, or change in the channel of a watercourse in the Flood Control Overlay Zone District. These uses may only be permitted if the use meets the requirements of these standards and regulations including all applicable performance standards.

3-37-07-02 PERMIT EXEMPTIONS

The following open and accessory uses shall be allowed within a Flood Control Overlay Zone District to the extent the use is allowed in the underlying zone district, do not require any structures, facilities, fill, storage of materials or equipment, or change in a channel of a watercourse, and meet the requirements of other County regulations. These uses are allowed without a floodplain use permit provided the use meets all other requirements and standards.

1. Agricultural uses not requiring structures, facilities, fill, storage or processing of materials, or change in the channel of a watercourse, such as general farming, pasture, truck farming, forestry, sod farming, and wild crop harvesting.
2. Industrial-commercial uses not requiring structures, facilities, fill, storage or processing of materials, or change in the channel of a watercourse, such as loading areas, parking areas, airport landing strips, runways and taxiways, railroad rights-of-way (not including freight yards or switching, storage or industrial sidings).

3. Accessory residential uses, such as lawns, gardens, driveways, and play areas.
4. Public and private recreational uses not requiring structures, facilities, fill, storage or processing of materials, or change in the channel of a watercourse, such as parks, swimming pools, golf course, driving ranges, picnic grounds, wildlife and nature preserves, game farms, fish hatcheries, shooting preserves, target ranges, trap and skeet ranges, and hunting, fishing and hiking areas.
5. Utility facilities such as: flowage areas, transmission lines, (not including support towers), pipelines, water monitoring devices, and roadways (which do not require fill and not including bridges).
6. Barbed wire and split rail fence. Other types of fences such as wooden privacy and other solid screen types are allowed only if necessary for safety or security reasons provided the fence is specially designed to minimize impeding the flow of flood waters, accumulation of debris or being subject to being easily moved during flood periods. The Developer shall obtain a building permit for all fences. Fence designs which meet the above criteria, such as certain “breakaway” fencing or fencing with slatted design allowing water to pass through will be allowed if properly certified by a registered professional engineer as meeting the identified performance standards. *All fences in the floodway shall require a floodplain use permit.**

3-37-07-03 CERTIFICATE OF OCCUPANCY REQUIRED FOR FLOOD CONTROL OVERLAY ZONE DISTRICT ACTIVITIES

A Certificate of Occupancy shall be applied for upon completion of any project construction or site preparation for which a floodplain use permit was granted, and the approved land use shall not commence until a Certificate of Occupancy is issued.

3-37-07-04 CERTIFICATION OF ENGINEER REQUIRED

The applicant shall submit a certification by a registered professional engineer indicating the finished fill and building floor elevations, floodproofing measures, or other flood protection factors were accomplished in compliance with the provisions of these standards and regulations. Only after the Director of Community and Economic Development has received such certification shall a Certificate of Occupancy be issued.

3-37-07-05 GENERAL PERFORMANCE STANDARDS**3-37-07-05-01 *USE OF FLOOD CONTROL OVERLAY ZONE DISTRICT AS OPEN SPACE***

Development outside the urban developed areas of unincorporated Adams County shall maximize the use of Flood Control Overlay Zone District areas for open space and recreational/wildlife preservations uses, in accordance with policies of the Adams County Comprehensive Plan for use of Flood Control Overlay Zone District areas as open space corridors with minimal and no channelization of waterways allowed.

3-37-07-05-02 *CHANNELIZATION IN URBANIZED AREAS**

In those existing urbanized areas with utilities, streets, and nonconforming structures, channelization to remove these areas from the Flood Control Overlay Zone District in accordance with a major drainageway plan adopted by the Board of County Commissioners shall be encouraged subject to the following provisions:.

1. Channelization and flow diversion projects shall appropriately consider issues of sediment transport, erosion, deposition, and channel migration and properly mitigate potential problems through the project as well as upstream and downstream of any improvement activity. A detailed analysis of sediment transport and overall channel stability should be considered, when appropriate, to assist in determining the most appropriate design.
2. Channelization projects that do not convey the entire base flood flow rate must evaluate the residual 100-year floodplain.
3. Any channelization or other stream alteration activity proposed by a project proponent must be evaluated for its impact on the regulatory floodplain and be in compliance with all applicable federal, state and local floodplain rules, regulations and ordinances.
4. Any stream alteration activity shall be designed and sealed by a Colorado Registered Professional Engineer or Certified Professional Hydrologist.
5. All activities within the regulatory floodplain shall meet all applicable federal, state and County floodplain requirements and regulations.
6. Stream alteration activities shall not be constructed unless the project proponent demonstrates through a floodway analysis and report, sealed by a Colorado Registered Professional Engineer, that there is not more than a 0.00-foot rise in the proposed conditions compared to existing conditions floodway resulting from the project. This requirement only applies on stream reaches with Base Flood Elevations established.

7. A CLOMR shall be obtained for all proposed channelization or other stream alteration activity that increases or decreases the established Base Flood Elevation in excess of 0.3 vertical feet in areas for which BFE have been established and without an established floodway.
8. A CLOMR shall be obtained for all proposed channelization or other stream alteration activity that increases the established BFE more than 0.00 vertical feet or decreases the established BFE in excess of 0.3 vertical feet
9. In areas without an established floodway, whenever channelization or other stream alteration activity is known or suspected to increase or decrease the established BFE in excess of 0.3 vertical feet, a LOMR showing such changes shall be obtained in order to accurately reflect the changes on FEMA's regulatory floodplain map for the stream reach.
10. In areas with an established floodway, whenever channelization or other stream alteration activity is known or suspected to increase the established BFE in excess of 0.00 vertical feet or decrease the established BFE in excess of 0.3 vertical feet, a LOMR showing such changes shall be obtained in order to accurately reflect the changes on FEMA's regulatory floodplain map for the stream reach.

***Adopted by the BoCC on June 27, 2011.**

3-37-07-06 PERFORMANCE STANDARDS IN FLOODWAY

3-37-07-06-01 MAINTENANCE OF ALTERED WATERCOURSES

Watercourses may be realigned and reworked provided there is:

1. No decrease in the efficiency or the capacity of a channel or floodway of any river, stream, tributary, drainage ditch, or any other drainage facilities or systems.
2. No increase in the base flood elevation.

The Director of Community and Economic Development shall require maintenance to be provided within any altered or relocated portion of said watercourse so the resulting flood carrying capacity is not diminished over time.

A drainageway maintenance plan shall be submitted and approved as part of any floodplain use permit for the alteration of a watercourse. The maintenance plan shall meet the Adams County Engineering Design and Construction Standards and Specifications. The maintenance plan shall provide an enforcement mechanism for failure to maintain the watercourse to the

standards identified within the maintenance plan. The enforcement mechanism shall include penalties and reimbursement mechanisms to cover the costs of enforcement or maintenance for failure to maintain the watercourse. The enforcement mechanism shall be approved by the County Attorney prior to approval of the floodplain use permit.

3-37-07-06-02 *NO REDUCTION IN FLOODWAY EFFICIENCY OR CAPACITY*

No new construction, substantial improvement, fill, (including fill for roads and levees), deposit, obstruction, storage of materials, or other floodplain uses which acting alone or in combination with existing or future floodway uses, shall be permitted which decreases the efficiency or the capacity of a channel or floodway of any river, stream, tributary, drainage ditch, or any other drainage facilities or systems.

3-37-07-06-03 *NO INCREASE IN BASE FLOOD ELEVATION*

Encroachments within the floodway are prohibited, including fill, new construction, substantial improvements, and other development, unless certification by a registered professional engineer is provided demonstrating the cumulative effect of the proposed development, when combined with all other existing and anticipated development, shall not result in any increase in the base flood elevation.

3-37-07-06-04 *NO NEW STRUCTURES OR SUBSTANTIAL IMPROVEMENTS TO STRUCTURES*

No new structures or substantial improvements to an existing structure designed for human occupancy shall be allowed in the floodway.

3-37-07-06-05 *NO MANUFACTURED HOMES*

No manufactured homes (including such structures to be used for non-residential purposes) or any substantial improvement to a mobile home shall be allowed in the floodway.

3-37-07-07 *PERFORMANCE STANDARDS IN FLOOD STORAGE AREA AND FLOODWAY (FLOOD CONTROL OVERLAY)*

3-37-07-07-01 *FLOODPROOFING*

Any portion of a non-residential* structure located less than one (1) foot above the base flood elevation shall be floodproofed so that the structure is watertight with walls impermeable to the passage of water and structural

components, capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.

Floodproofing methods must be adequate to withstand the flood depths, pressures, velocities, uplift, and impact forces associated with the base flood as demonstrated by certification by a registered professional engineer. Possible floodproofing methods include: anchorage to resist flotation and lateral movement; installation of watertight doors bulkheads and shutters; reinforcement of walls to resist water pressures; use of paints, membranes or mortars to reduce seepage of water through walls; addition of mass or weight to structures to resist flotation; installation of pumps to lower water levels in structures; construction of water supply and waste treatment systems to prevent the entrance of flood waters; pumping facilities for subsurface drainage systems for buildings to relieve external foundation wall and basement floor pressures; construction to resist rupture or collapse, caused by water pressure or floating debris; cutoff valves on sewer lines or the elimination of gravity flow basement drains.

The only method of floodproofing allowed for residential structures is the elevation of the lowest floor to one (1) foot or more above the base flood elevation.*

3-37-07-07-02 *ANCHORING REQUIRED*

All new construction and substantial improvements within the Flood Control Overlay shall be anchored to prevent flotation, collapse or lateral movement of the structure, and be capable of resisting the hydrostatic and hydrodynamic loads.

3-37-07-07-03 *CONSTRUCTION MATERIALS AND METHODS*

3-37-07-07-03-01 *Materials and Equipment Resistant to Flooding*

All new construction and substantial improvements within the Flood Control Overlay shall be constructed with materials and utility equipment resistant to flood damage.

3-37-07-07-03-02 *Mechanical Equipment and Service Facilities*

All new construction and substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, which are designed and/or located

to prevent water from entering or accumulating within the components during conditions of flooding.

3-37-07-07-03-03 *Minimize Flood Damage*

All new construction and substantial improvements shall be constructed using methods and practices to minimize flood damage.

3-37-07-07-03-04 *Below-Grade Crawlspace Construction*

New construction and substantial improvement of any below-grade crawlspace shall:

- a. Have the interior grade elevation below base flood elevation, no lower than two (2) feet below the lowest adjacent grade;
- a. Have the height of the below-grade crawlspace measured from the interior grade of the crawlspace to the top of the foundation wall, not to exceed four (4) feet at any point;
- b. Have an adequate drainage system to allow floodwaters to drain from the interior area of the crawlspace following a flood;
- c. Be anchored to prevent flotation, collapse, or lateral movement of the structure and be capable of resisting the hydrostatic and hydrodynamic loads;
- d. Be constructed with materials and utility equipment resistant to flood damage;
- e. Be constructed using methods and practices to minimize flood damage;
- f. Be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, which are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding; and
- g. Be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or must meet or exceed the following minimum criteria:
 1. A minimum of two (2) openings having a total net area of not less than one (1) square inch for every square foot of enclosed area subject to flooding shall be provided;
 2. The bottom of all openings shall be no higher than one (1) foot above grade; and

3. Openings must be equipped with screens, louvers, or other coverings or devices and shall permit the automatic entry and exit of floodwaters.

3-37-07-07-04 UTILITIES

3-37-07-07-04-01 Water Supply

All new and replacement water supply systems within the Flood Control Overlay Zone District shall be designed to minimize or eliminate infiltration of flood waters into the system.

3-37-07-07-04-02 Sanitary Sewer

All new and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharges from the systems into flood waters.

3-37-07-07-04-03 Individual Sewage Disposal

Individual sewage disposal systems are prohibited within the Flood Control Overlay Zone District.

3-37-07-07-05 ROADS, ACCESS, AND PARKING LOT CONSTRUCTION

Private access drives and parking lots within a proposed development shall be built no lower than eighteen (18) inches above the base flood elevation. Public roads, bridges, and other access ways shall be built in accordance with the standards and regulations for storm drainage design.

3-37-07-07-06 FILLS AND DEPOSITS

3-37-07-07-06-01 Beneficial Purpose

Fills or deposits of materials shall have some beneficial purpose and the amount shall not be greater than is necessary to achieve the intended purpose. The plans submitted by the owner shall show the final dimensions of the proposed fill or other material and the specific use to which the filled land will be put.

3-37-07-07-06-02 No Encroachment into Flow Areas

The fill or deposit of materials shall not encroach on any portion of a Flood Control Overlay Zone District which would have significant flow

during the base flood, and which for that reason would help convey the flood waters (any filling which potentially reduces the hydraulic capacity requires appropriate hydraulic studies and a review of the urban impact of such reduction).

3-37-07-07-06-03 *Not Restrict Flood Waters*

No fill shall restrict floodwaters from reaching the major watercourse in an area.

3-37-07-07-06-04 *Fill Protected by Rip-Rap*

The fill or other materials shall be protected against erosion by riprap, strong vegetative cover or bulkheading.

3-37-07-07-07 *STORAGE AND PROCESSING*

The storage or processing of materials which are buoyant, flammable, hazardous, explosive, or those materials defined as solid waste by the Colorado Health Department, or those materials in times of flooding could be injurious to human, animal, or plant life, shall be located at or above the base flood elevation.

3-37-07-07-08 *RESIDENTIAL STRUCTURES (EXCEPT MANUFACTURED HOMES)*

The lowest floor, including basement, of any new residential construction or substantial improvement to any residential structure shall be elevated at least one (1) foot above the base flood elevation. A registered professional engineer shall certify to the Director of Community and Economic Development the lowest floor of the structure will be elevated to the base flood elevation prior to issuance of a floodplain use permit.

3-37-07-07-09 *MANUFACTURED HOMES*

The following standards apply to all manufactured homes or those to be substantially improved on:

1. Sites located outside of a manufactured home park or subdivision.
2. Sites located in a new manufactured home park or subdivision.
3. Sites located in an expansion to an existing manufactured home park or subdivision.
4. Sites where a manufactured home has incurred substantial damage as the result of a flood.

3-37-07-07-09-01 *Elevation*

All manufactured homes shall be elevated on a permanent foundation with the lowest floor of the manufactured home elevated at least one (1) foot above the base flood elevation.

3-37-07-07-09-02 *Anchoring*

All manufactured homes shall be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces. Specific requirements may be:

1. Over-the-top ties are provided at each of the four (4) corners of the manufactured home, with two (2) additional ties per side at intermediate locations. Manufactured homes more than fifty (50) feet long shall require one (1) additional tie per side.
2. Frame ties shall be provided at each corner of the home with, at minimum, five (5) additional ties per side at intermediate points. Manufactured homes more than fifty (50) feet long require, at minimum, four (4) ties per side.
3. All components of the anchoring system shall be capable of carrying a force of five thousand (5,000) pounds.

Any additions to the manufactured home shall be similarly anchored.

**3-37-07-07-10 *MANUFACTURED HOMES PLACED/REPLACED IN EXISTING
MANUFACTURED HOME PARKS OR MANUFACTURED HOME
SUBDIVISIONS DEVELOPED PRIOR TO MAY 1, 1990***

3-37-07-07-10-01 *Elevation*

All manufactured homes placed or replaced in a manufactured home park or subdivision developed prior to May 1, 1990 shall be elevated so that either the lowest floor of the manufactured home is at or above the base flood elevation or the manufactured home chassis shall be supported by reinforced piers or other foundation elements that are no less than thirty-six (36) inches in height above grade and are securely anchored to foundation to resist flotation, collapse, and lateral movement as certified by a registered professional engineer.

3-37-07-07-10-02 *Anchoring*

All manufactured homes shall be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces. Specific requirements may be:

1. Over-the-top ties are provided at each of the four (4) corners of the manufactured home, with two (2) additional ties per side at intermediate locations. Manufactured homes more than fifty (50) feet long shall require one (1) additional tie per side.
2. Frame ties shall be provided at each corner of the home with, at minimum, five (5) additional ties per side at intermediate points. Manufactured homes more than fifty (50) feet long require, at minimum, four (4) ties per side.
3. All components of the anchoring system shall be capable of carrying a force of five thousand (5,000) pounds.

Any additions to the manufactured home shall be similarly anchored.

3-37-07-07-11 *NON-RESIDENTIAL STRUCTURES***3-37-07-07-11-01 *Critical Facilities****

The lowest floor, including basement for all new non-residential construction or substantial improvement of any non-residential structure shall be: (1) elevated at least two (2) feet above the base flood elevation; or (2) floodproofed so that all portions of the structure less than two (2) feet above the base flood elevation, including the attendant utility and sanitary facilities, are watertight. Walls shall be substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.

3-37-07-07-11-02 *Non-Critical Facilities**

The lowest floor, including basement for all new construction of non-critical facilities or substantial improvement to any non-critical facility shall be:

- (1) Elevated at least one (1) feet above the base flood elevation; or

- (2) Floodproofed to an elevation one (1) foot above the base flood elevation, including all attendant utility and sanitary facilities. Floodproofed exterior walls shall be substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.
- (3) Elevation to one (1) foot or more above the BFE is the only type of floodproofing allowed for residential structures.

A registered professional engineer shall certify to the Director of Community and Economic Development the design and methods of construction are in accordance with accepted standards of practice for meeting these standards prior to the issuance of a floodplain use permit.

3-37-07-07-12

EXTRACTION/EXCAVATION OF SAND AND GRAVEL

3-37-07-07-12-01 *No Reduction in Flood Storage Capacity*

Gravel mining or grading/hauling/excavating operations shall meet the specific performance standards and guidelines described in the "Technical Review Guidelines for Gravel Mining Activities Within or Adjacent to 100 Year Floodplains" prepared by Wright Water Engineers, Inc., for Urban Drainage and Flood Control District dated December 1987, or shall meet comparable standards as recommended by the Executive Director of Urban Drainage and Flood Control District for unique situations not anticipated within the "Technical Review Guidelines" referenced above, but which accomplish the same purpose (to protect rivers and streams from erosion and degradation which may result from such operations).

3-37-07-07-12-02 *No Encroachment into Flow Areas*

The storage or deposit of extracted materials, or site grading shall not encroach on any portion of a Flood Control Overlay Zone District which may have significant flow during the base flood, and which may subsequently help convey the flood waters (any filling that potentially reduces the hydraulic capacity requires appropriate hydraulic studies and a review of the urban impact of such reduction).

3-37-07-07-12-03 *Not Restrict Flood Waters*

No storage or deposit of extracted materials, or site grading shall restrict floodwaters from reaching the major watercourse in an area.

3-37-07-07-13 SUBDIVISIONS

All subdivision proposals shall be consistent with the need to minimize flood damage. For instance, all subdivisions approved for development shall have adequate land area within each lot for the type of development allowed by the underlying zone district as constrained by the requirements of the Flood Control Overlay Zone District. All subdivisions shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage. All subdivisions shall have adequate drainage provided to reduce exposure to flood damage. Base flood elevation data and floodplain delineation plans shall be provided for all subdivision proposals.

3-37-07-07-14 OTHER USES NOT IDENTIFIED

The Director of Community and Economic Development may require any structure, use, or activity being conducted within the Flood Control Overlay Zone District to comply with such conditions and restriction deemed necessary to protect the public health, safety and welfare provided they are consistent with these standards and regulations.

3-37-07-07-15 NONCONFORMING USES WITHIN THE FLOODWAY OR FLOOD STORAGE AREA (FLOOD OVERLAY DISTRICT)

The lawful use of an existing structure or premises not in conformity with the provisions of this section may be continued subject to the following provisions.

3-37-07-07-15-01 No Expansion of Nonconforming Uses

No such use shall be expanded or enlarged except in conformity with the provisions of these standards and regulations.

3-37-07-07-15-02 Change in Nonconforming Use Limited

Any substantial improvement to any nonconforming structure or use in the Flood Control Overlay Zone District shall require the structure or use be converted to a conforming use.

3-37-07-07-15-03 Discontinued Use

If a nonconforming use is discontinued for six (6) consecutive months, any future use of the structure and land shall conform to these regulations and standards.

3-37-07-07-15-04 *Public Nuisances*

Uses, or their accessory uses, in the Flood Control Overlay Zone District, which are public nuisances, shall not be permitted to continue as nonconforming uses.

3-37-07-07-15-05 *Floodproofing of Alterations, Additions or Repairs*

Any alteration, addition, or repair to any existing nonconforming structure in a Flood Control Overlay Zone District shall be protected, where applicable, by approved floodproofing measures. Substantial improvements shall be subject to additional restrictions as described in the standards for new construction and improvements in a Flood Control Overlay

3-38 MINERAL CONSERVATION OVERLAY (MCO)

3-38-01 PURPOSE

The purpose of this district is to establish reasonable and uniform limitations, safeguards, and controls for the conservation and wise utilization of natural resources and for rehabilitation of excavated land. Land within this classification is designated as containing commercial mineral deposits in sufficient size parcels and in areas where extraction and rehabilitation can be undertaken while still protecting the health, safety, and welfare of the inhabitants of the area and the County. In cases where the location of the district or use abuts other zoning or use of land, structures, excavation, and rehabilitation may be restricted to be compatible with and protect the adjoining area.

3-38-02 MINERAL CONSERVATION AREA

Pursuant to state law, those areas identified with resource classification "1" on maps contained in Special Publications 5A and 5B "Atlas of Sand, Gravel, and Quarry Aggregate Resources, Colorado Front Range Counties" (1975) prepared by the Colorado Geological Survey are designated to be within the Mineral Conservation Overlay District.

3-38-03 AREAS EXEMPTED FROM THESE RESTRICTIONS

3-38-03-01 AREAS EXEMPTED BY THE DIRECTOR

The Director of Community and Economic Development shall exempt lands meeting the following criteria from the restrictions of the Mineral Conservation Overlay District.

1. Any parcel of land intended for uses that were allowed in the underlying zone district prior to July 1, 1973.
2. Any parcels of land five (5) acres or less in size in existence as a separate parcel prior to July 1, 1973.
3. Any parcel of land in excess of five (5) acres where it can be demonstrated the mineral resource is not of commercial quality and quantity.

The Director of Community and Economic Development may require competent proof a lot meets these criteria, including a written opinion from the State Geological Survey, where deemed appropriate.

3-38-03-02 AREAS EXEMPTED BY THE BOARD OF ADJUSTMENT

The Board of Adjustment may exempt any lot from the restrictions of the Mineral Conservation Overlay District where a property owner can demonstrate the restriction would make it impossible to develop the land for any reasonable economic and compatible use in the area including gravel extraction.

3-38-04 RESTRICTION ON USES

For any land within the Mineral Conservation Overlay, no permanent structures or permanent uses may be allowed except:

1. Fences, not needed during excavation and rehabilitation, subject to the minimum requirements of the underlying zone district. For fencing requirements during excavation and rehabilitation see Section ~~3-38-06-123-37-06-12~~.
2. Structures within two hundred (200) feet of a public maintained and constructed road or an existing principal structure subject to the structures and use being in conformance with the requirements of the underlying zone district.
3. Non-permanent use of the land, provided such use is in conformance with the underlying zone district and would not prohibit the eventual extraction of commercial mineral deposits.

3-38-05 EXCAVATION AND REHABILITATION

The extraction of commercial mineral deposits with necessary accessory uses shall be allowed in all zone districts as a conditional use upon approval and in conformance with an approved excavation and rehabilitation plan.

3-38-06 OPERATION AND REHABILITATION STANDARDS FOR ALL MINING OPERATIONS

Mining and necessary accessory uses shall be subject to the restrictions contained in the approved excavation and reclamation plan. In addition, all mineral extraction operations shall comply with the following restrictions.

3-38-06-01 MINING PERMIT REQUIRED

All mining operations shall have a permit to excavate issued by the State of Colorado prior to beginning mineral extraction.

3-38-06-02 EXCAVATION SETBACK FROM ADJACENT PROPERTY

No excavation or deposit of overburden within twenty-five (25) feet of the boundary of adjacent property, easement, irrigation ditch or right-of-way is permitted unless written agreement of the owner(s) of such property, easement, irrigation ditch, or right-of-way is obtained by the mining operation.

3-38-06-03 EXCAVATION SETBACK FROM NEARBY RESIDENCE

No excavation within one-hundred-twenty-five (125) feet of any existing residence is permitted unless written agreement of the owners and occupants of such residence are obtained.

3-38-06-04 ROCK CRUSHERS SETBACK FROM NEARBY RESIDENCE

No excavation involving the use of rock crushers or other similar equipment shall take place within two-hundred-fifty (250) feet of a residence.

3-38-06-05 HAULING ROADS

Hauling roads within the premises shall be maintained in a reasonably dust free condition.

3-38-06-06 HOURS OF OPERATION

Mineral excavation, crushing, hauling, loading, sorting or similar operation shall only occur between the hours of 6:00 a.m. to 10:00 p.m. Shorter hours of operation may be imposed in urbanized areas, as part of conditional use approval.

3-38-06-07 TWO FEET OF WATER BEARING STRATA

All sand and gravel shall be excavated in such a manner as to have an average of two (2) feet of undisturbed sand and gravel to provide a water bearing strata, unless the reclamation plan provides for a permanent lake or a landfill.

3-38-06-08 CUT SLOPES

In no event shall a slope of less than 2:1 be left for dry pits, or a slope of 3:1 to a depth of ten (10) feet and 2:1 thereafter for a wet pit when operations are completed, except as provided herein.

3-38-06-09 HAULING ROUTE

The operator shall submit a route plan to the Director of Community and Economic Development and receive permission to use for haulage any public right-of-way not designated for such haulage by reason of load limit, dust, right-of-way or pavement width or other relevant factors. The Director of Community and Economic Development may place reasonable restrictions on such right-of-way use.

3-38-06-10 EXCAVATION PIT FLOOR

The floor of excavation pits whether wet or dry shall be left in a reasonably smooth condition.

3-38-06-11 FLOODING AND DRAINAGE

The operator shall not excavate, store overburden, or excavate materials or dike in such a manner as to increase any drainage or flooding on property not owned by the operator or damage to public facilities.

3-38-06-12 FENCING

Prior to starting excavation, the operator shall fence gravel pit operations with a "V" mesh or chain link fence to a height of seventy-two (72) inches topped with three strands of barbed wire canted to a forty-five (45) degree angle outward. Where the operation is adjacent to subdivided and/or developed commercial, residential, or industrial property (except I-3) a solid screen fence will be erected to prevent the visibility of the mining operation if deemed necessary by the Community and Economic Development Department. The operator may fence the entire area immediately, or fence only areas of excavation; however, no fence shall be removed until rehabilitation has been completed.

3-38-06-13 NOISE

All operations shall conform to noise, vibration, and other standards in the performance standards section of these standards and regulations.

3-38-06-14 RECLAMATION OF SPENT AREAS NEAR EXISTING DEVELOPMENT

Where the operation is adjacent to subdivided property and/or to developed commercial, residential or industrial (except I-3), once mining has been completed, said site is not to be used as an area to stockpile sand and gravel resources. The mining operator shall reclaim the area as soon as possible after mining has been completed to prevent soil erosion and nuisance conditions. In all

cases, reclamation shall occur no later than five (5) years after mining has been completed.

3-38-06-15 AIR EMISSIONS

All air emissions shall conform to standards established by the Colorado Department of Public Health and Environment.

3-38-06-16 WATER QUALITY

All water uses and discharges shall conform to standards established by the State Water Quality Control Commission and the water laws of the State of Colorado.

3-38-06-17 SLOPE STABILIZATION

All slopes shall be stabilized and land remaining in the natural water level must be revegetated in a manner compatible with the surrounding area, and subject to the approval of the Adams County Community and Economic Development Department.

3-38-06-18 REVEGETATION

The revegetation plan must meet the standards of the Colorado State University Extension Agency. After revegetation of an area, the area must be maintained for a period of three (3) years or until all vegetation is firmly established in the reclaimed area.

3-38-06-19 RECLAMATION TIME FRAME

A time limit for reclamation will be placed on each project. This time limit will be dependent upon the type of reclamation effort.

3-38-06-20 ANNUAL RECLAMATION REPORT

An annual report shall be submitted to the Community and Economic Development Department to ascertain whether the approved reclamation plan is progressing satisfactorily. This report shall be the same report as is submitted to the Land Reclamation Board.

3-38-07 APPEAL OF MINERAL CONSERVATION DISTRICT BOUNDARIES

The boundaries of the Mineral Conservation Overlay District may be appealed to the Board of Adjustment based on technical information

3-38-08 RELATIONSHIP TO DESIGN REQUIREMENTS AND PERFORMANCE STANDARDS

All design requirements and performance standards for specific uses contained in Chapter 4 of these standards and regulations shall apply in a Mineral Conservation Overlay District unless inconsistent with a provision contained in Section ~~3-383-37~~, in which case the specific standard or requirement contained in Section ~~3-383-37~~ shall apply.

3-39 NATURAL RESOURCES CONSERVATION OVERLAY (NRCO) DISTRICT

3-39-01 PURPOSE

The purpose of the Natural Resources Conservation Overlay is to (1) provide for the protection of natural, wildlife, agricultural, and cultural resources, which are an essential component of the community's economic base and establish the character of the community; and (2) preserve and enhance the quality of life for County residents.

3-39-02 NRCO DISTRICT CREATED

There is hereby established a Natural Resources Overlay District, which, in areas where it applies, shall overlay all other base zone districts established by these standards and regulations. Included within the NRCO District are: (1) important wildlife areas; (2) designated floodplains and associated riparian areas; and (3) important reservoir sites to provide wetlands and other habitat areas.

3-39-03 NRCO DISTRICT MAP

3-39-03-01 GENERAL

The general location of (1) important wildlife areas; (2) designated floodplains and associated riparian areas; and (3) important reservoir sites to provide wetlands and other habitat areas are identified on the Natural Resources Conservation Overlay (NRCO) District Map, which is incorporated herein by reference.

3-39-03-02 GENERAL NRCO DISTRICT MAP/SITE SPECIFIC REVIEW IS REQUIRED

The NRCO District Map is a general map, which identifies, on a general scale, the locations of those areas protected by the NRCO District. Its purpose is to place the landowner on notice the land may be within the NRCO District and to assist in the general administration of this Section. A site-specific Resources Review to determine whether land is included within the NRCO District is required, prior to review of the first development application for the land.

3-39-04 DEVELOPMENT EXEMPTIONS IN THE NRCO

In addition to all other standards required by these standards and regulations, all development within the NRCO shall comply with the standards of Section ~~3-393-38~~, unless exempted. Exemptions are as follows:

3-39-04-01 REMODELING OR EXPANSION OF EXISTING STRUCTURES

Remodeling or expansion of structures existing prior to the adoption date of these standards and regulations shall be exempt from the provisions of this subsection.

3-39-04-02 AGRICULTURAL OPERATIONS

Agricultural operations and uses shall be exempt.

3-39-05 STANDARDS

All development within the NRCO District shall comply with the following standards:

3-39-05-01 SITE CAPACITY

The maximum density of any use in any zone district is controlled by the maximum density set forth in the zone district. For lands located within the NRCO District, the density calculations are based on the net available land as determined by applying the Natural Resource Protection Factor to the protected resource area and subtracting the resulting land area from the total area of the property.

3-39-05-02 METHODOLOGY FOR CALCULATING NATURAL RESOURCE CONSERVATION AREA

All land area consisting of natural resources or natural features (i.e., floodplains, hydric soils, wetlands, riparian areas, lakes, and reservoirs) lying within a site proposed for development shall be measured. The total acreage of each resource type shall be multiplied by its respective natural resource protection factor to determine the amount of resource protection land or area required to be kept in open space in order to protect the resource or feature. In conducting this calculation, if two (2) or more resources are present on the same area of land, only the most restrictive natural resource protection factor shall be used. For example, if floodplain and riparian area occupy the same space on a site, the resource protection standard would be 1.5, which represents the higher of the two standards.

3-39-05-02-01

NATURAL RESOURCE PROTECTION FACTORS

The following natural resource protection factors shall be used to calculate natural resource conservation areas as noted above:

1. 100-Year Floodplains: 1.0
2. Riparian Areas: 1.5
3. Wetlands: 2.0
4. Lakes/Reservoirs: 1.5
5. Hydric Soils: .7

ⁱ Adopted by the BOCC on December 16, 2014

ⁱⁱ Adopted by the BOCC on December 16, 2014

CHAPTER 4—DESIGN REQUIREMENTS AND PERFORMANCE STANDARDS

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Chapter 4—DESIGN REQUIREMENTS AND PERFORMANCE STANDARDS

4-01 DESIGN REQUIREMENTS AND PERFORMANCE STANDARDS

These regulations are applicable to all zone districts, including new and established districts, except as otherwise noted. In addition to compliance with other regulations imposed by these standards and regulations, all uses, structures, buildings, and accessory uses shall comply with the design requirements and performance standards required by this Chapter. Where a design requirement or performance standard for a specific use conflicts with a general design requirement or performance standard, the design requirement or performance standard for the specific use shall control. Where any design requirement or performance standard conflicts with another design requirement or performance standard, the more restrictive design requirement or performance standard shall control. Wherever residential use of adjacent property is related to restrictions or certain non-residential uses, determination of residential use shall be based on the classification of land by the County Assessor. All Variance requests are subject to Section 2-02-19 of the Adams County Standards and Regulations, excluding Sexually Oriented Businesses, Marijuana Establishments and Halfway Houses.ⁱ These regulations shall be subject to limitations regarding the number of marijuana establishments and/or the type of establishments as set forth by the BOCC in resolution.

4-02 GENERAL PERFORMANCE STANDARDS**4-02-01 CHANGE IN USE***

A change in use of property occurs whenever the essential character or nature of the activity conducted on a lot changes. All changes in use require zoning review and building permit approval. A change in use is required when:

1. Active and continuous operations are not carried on in a building or property during a continuous period of six (6) months.
2. The change is from one principally permitted use category to another.
3. If the property consists of multiple buildings/tenants:
 - a. The required amount of parking stalls is increased by twenty-five (25) percent or more.
 - b. The gross floor area is increased by fifty (50) percent or more.
4. As determined within the Nonconforming Conditions Section of Chapter 4.

***Adopted by the BoCC on December 13, 2010**

4-02-02 JUNK AND TRASH**4-02-02-01 NO DUMPING**

No junk, materials, waste or trash shall be disposed of on any property or public right-of-way except in an authorized landfill or other approved waste or waste recovery facility.

4-02-02-02 NO OUTDOOR STORAGE

No junk or waste shall be stored outdoors except as otherwise authorized by these standards and regulations.

4-02-02-03 TRASH IN THE FRONT YARD AND TRASH CONTAINERS

No trash container, firewood, or other related waste or materials shall be located within the front yard of any dwelling for more than a 24-hour period. All trash containers shall be covered. The requirements of this section do not apply in the A-3 Zone District.

4-02-02-04 TRASH CONTAINERS FOR CONSTRUCTION PURPOSES

Containers for construction waste may be permitted in the front and side yards of a residential dwelling for no more than a 14 day period. All trash containers shall be covered. Containers shall not be located within the public right-of-way.

4-02-02-05 STORAGE AND PARKING OF VEHICLES IN RESIDENTIAL DISTRICTS

The storage and parking of motor vehicles shall meet the requirements of Section 4-03-03-02-12.

4-02-02-06 SALE OF PRODUCTS FROM STANDS

The sale of any products from a temporary stand, motor vehicle, or trailer is prohibited, except by Special Use Permit or as otherwise permitted by these standards and regulations.

4-02-02-07 OBSTRUCTION OF VIEWS ALONG A PUBLIC RIGHT-OF-WAY

The erection of any fence, tree, shrub, hedge or any object, which obstructs the view of traffic, authorized traffic control devices, or otherwise constitutes a hazard to drivers or pedestrians is prohibited. Should said obstruction occur, the Director of Public Works shall send a letter requiring the owner of the property abutting the right-of-way to trim or remove within ten (10) days, at the owner's expense, any object which constitutes a traffic hazard.

4-02-02-08 STORAGE CONTAINERS

Portable, movable, or temporary metal, wood and plastic storage containers greater than one hundred twenty (120) square feet for the purpose of outside storage, are not allowed. Any storage container less than one hundred twenty (120) square feet in size is allowed, but shall not exceed ten (10) days on any one property. ***Adopted by the BoCC on December 13, 2010**

4-02-03 GRAFFITI

Graffiti as defined in Chapter 11 shall not be permitted. It shall be the responsibility of the property owner to remove, or conceal the graffiti. If the property owner chooses to conceal the graffiti, the same color of the original surface shall be used. ***Adopted by the BoCC on December 13, 2010**

4-02-04 CONSTRUCTION TRAILERS**4-02-04-01 BUILDING AND ELECTRICAL PERMIT REQUIRED**

Construction trailers intended to be in operation shall obtain Building and Electrical Permits from the Community and Economic Development Department.

4-02-04-02 MINIMUM LOT AREA

No construction trailer shall be located on a parcel of land less than one thousand (1,000) square feet in size.

4-02-04-03 LOCATION

The construction trailer shall be located within or adjacent to the development project the trailer is associated with and is only permitted for the duration of the project.

4-02-04-04 PERIOD OF OPERATION

A construction trailer shall expire one year from the date of approval, unless renewed. Renewals of construction trailers may only be issued for a maximum of one year at a time.

4-02-04-05 NO ACCOMMODATIONS IN TRAILER

The construction trailer shall contain no sleeping or cooking accommodations.

4-02-04-06 SETBACK FROM OCCUPIED STRUCTURE

Not applicable.

4-02-04-07 OTHER SETBACKS

The setbacks for the zone district shall apply.

4-02-04-08 WATER AND SANITATION

All construction trailers shall have adequate water and sanitation approved by Tri-county Health Department, which may include bottled water and/or portable toilet facilities.

4-02-04-09 SIGNAGE

All signs associated with Construction and/or Sales Office Trailers shall be consistent with Section 4-05-01-06. ***Adopted by the BoCC on December 13, 2010, or as amended**

4-02-05 SALES / OFFICE TRAILERS

4-02-05-01 BUILDING AND ELECTRICAL PERMIT REQUIRED

Sales/office trailers intended to be in operation shall obtain Building and Electrical Permits from the Community and Economic Development Department.

4-02-05-02 MINIMUM LOT AREA

No office trailer shall be located on a parcel of land less than one thousand (1,000) square feet in size.

4-02-05-03 LOCATION

The office trailer shall be located within or adjacent to the development project the office or shed is associated with and is only permitted for the duration of the project.

4-02-05-04 PERIOD OF OPERATION

An office/sales trailer shall expire one year from the date of approval unless renewed. Renewals of construction trailers may only be issued for a maximum of one year at a time.

4-02-05-05 NO ACCOMMODATIONS IN OFFICE

The office trailer shall contain no sleeping or cooking accommodations.

4-02-05-06 SETBACKS FROM OCCUPIED STRUCTURE

Not applicable.

4-02-05-07 OTHER SETBACKS

The setbacks of the zone district shall apply.

4-02-05-08 WATER AND SANITATION

All offices shall have adequate water and sanitation approved by Tri-County Health Department, which may include bottled water and/or portable toilet facilities.

4-02-05-09 SIGNAGE

All signs associated with office/sales trailers shall be consistent with Section 4-05-01-06. ***Adopted by the BoCC on December 13, 2010 or as amended.**

4-02-05-10 COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

All office trailers shall comply with the regulations and requirements of the American with Disabilities Act.

4-03 ACCESSORY USES PERFORMANCE STANDARDS

4-03-01 GENERAL PROVISIONS

4-03-01-01 INCIDENTAL TO MAIN USE

An accessory use shall be customarily incidental to a main use.

4-03-01-02 LOCATED ON SAME LOT AS MAIN USE

An accessory use shall be located on the same lot or zoning lot as the main use, except as otherwise provided in this section.

4-03-01-03 ACCESSORY STRUCTURES

Accessory structures shall meet the following requirements:

1. *Setbacks:* An accessory structure shall meet required setbacks for the zone district in which it is located.
2. *Percentage of Yards:* No accessory structure shall occupy more than fifty percent (50%) of the area of the rear yard.
3. *Height:* An accessory structure shall meet required height limitations for the zone district in which it is located.
4. *Compliance with Building Code:* Any accessory structure on residentially used property exceeding two hundred (200) square feet shall obtain a building permit. Any accessory structure on commercially or industrially used property exceeding one hundred and twenty (120) square feet shall obtain a building permit. All accessory structures shall comply with adopted Building Code, as amended.
5. *Construction of Accessory Structure:* No permit for construction of an accessory structure shall be issued prior to construction of a principal building except in the A-3 Zone District.

4-03-02 ACCESSORY USES, AGRICULTURAL

4-03-02-01 GENERAL ACCESSORY USES PERMITTED

The following general accessory uses are permitted in Agricultural Districts:

1. Animal Keeping (see Section 4-212 Animal Keeping for detailed performance standards)
2. Animal Slaughter, for Individual Consumption
3. Barns (see Section 4-03-02-02-01 Accessory Uses, Agricultural for detailed performance standards)
4. Class Instruction (see Section 4-03-03 Accessory Uses, Residential for detailed performance standards)
5. Communication Tower, Non-Commercial (see Section 4-03-02-02-02 Accessory Uses, Agricultural for detailed performance standards)
6. Day Care Homes (see Section 4-03-03-02-02 Accessory Uses, Residential for detailed performance standards)
7. Family Foster Homes
8. Farm Employee Dwelling (see Section 4-03-02-02-03 Accessory Uses, Agricultural for detailed performance standards)
9. Garages (see Section 4-03-03-02-03 Accessory Uses, Residential for detailed performance standards)
10. Garage or Yard Sale (see Section 4-03-03-02-04 Accessory Uses, Residential for detailed performance standards)
11. Greenhouses, Private (see Section 4-03-03-02-05 Accessory Uses, Residential for detailed performance standards)
12. Home Occupations (see Section 4-03-03-02-06 Accessory Uses, Residential for detailed performance standards)
13. Household Pets (see Section 4-03-03-02-07 Accessory Uses, Residential for detailed performance standards)
14. Kennel, Private (see Section 4-03-03-02-08 Accessory Uses, Residential for detailed performance standards)
15. Parking (see 4-12 Parking and Loading for detailed performance standards)
16. Signs (see Section 4-01 Signs and Outdoor Commercial Advertising Devices for detailed performance standards)
17. Solar Energy Systems (see Section 4-03-03-02-10 Accessory Uses, Residential for detailed performance standards)
18. Stables (see Section 4-03-02-02-04 Accessory Uses, Agricultural for detailed performance standards)
19. Storage, Private (see Section 4-03-03-02-11 Accessory Uses, Residential for detailed performance standards)
20. Swimming Pools, Private (see Section 4-03-03-02-13 Accessory Uses, Residential for detailed performance standards)

21. Temporary Use. All temporary uses shall meet the temporary use performance standards contained in Section 4-05 and shall be required to obtain a Special Use Permit unless the temporary use is a permitted principal use within the zone district in which it will be located.
22. Vending and Produce Stands (see Section 4-03-02-02-05 Accessory Uses, Agricultural for detailed performance standards)
23. Wind Powered Generators (see Section 4-03-02-02-06 Accessory Uses, Agricultural for detailed performance standards)
24. Accessory Dwelling Unit (see Section 4-03-04 Accessory Uses, Commercial for performance standards)
25. Other accessory uses approved by the Director of Community and Economic Development. The Director of Community and Economic Development may require the accessory use meet performance standards for similar uses permitted by these standards and regulations.

4-03-02-02 PERFORMANCE STANDARDS FOR THE GENERAL ACCESSORY USES

4-03-02-02-01 **BARNs**

1. *Setback from Residence on Property:* All barns shall be set back twenty-five (25) feet from any residence on the property.
2. *Setback from Adjacent Property:* All barns shall be set back one hundred (100) feet from any dwelling or pool on an adjacent property.
3. *Height Restrictions:* All barns shall meet the height restrictions for the zone district in which the barn will be located.

4-03-02-02-02 **COMMUNICATION TOWER, NON-COMMERCIAL**

1. *Maximum Height:* Non-commercial communication towers shall be a maximum of ninety (90) feet in height.
2. *Maximum Number of Antennae:* A maximum of two (2) antennae may be mounted on a non-commercial communication tower.
3. *Setback Encroachment Prohibited:* No portion of the non-commercial tower or its antennae may encroach into the required front, side or rear setback. All towers shall be setback from all lot lines or zoning lot lines a minimum of the height of the tower.
4. *Marking of Cables and Wires:* Cables, ropes, or wires used to secure the tower shall be appropriately and conspicuously marked to prevent injury. No cables or wires shall cross any public rights-of-way or properties not owned by the same property owner as the property on which the tower is located.

4-03-02-02-03 FARM EMPLOYEE DWELLING

1. Mobile Home as Farm Employee Dwellings (Temporary or Seasonal)
 - a. *Permit Required:* A Special Use Permit shall be required for the use of a mobile home as a farm employee dwelling.
 - b. *Minimum Unit Size:* The mobile home shall be a minimum of six hundred (600) square feet in size.
 - c. *Condition:* All mobile homes shall be provided with potable water meeting the pressure requirements of the 1997 Uniform Building Code, as amended, and meeting the minimum drinking water quality standards established by the Colorado Department of Public Health and Environment. All homes shall be provided with sanitary sewer or an individual sewage disposal system meeting the requirements of the Tri-County Health Department. Mobile homes shall be in sound condition and shall be placed on a concrete pad, blocked, and properly anchored and skirted.
 - d. *Setbacks:* All mobile homes shall meet the setbacks for accessory structures.
2. Permanent Structures as Farm Employee Dwellings
 - a. *Permit Required:* A Conditional Use Permit approval shall be required for the use of an additional single family or multiple family dwelling as a farm employee dwelling.
 - b. *Compliance:* A single family dwelling intended as such must comply with the minimum requirements of the R-1-C District. All permanent structures shall meet the setbacks for accessory structures and the requirements of the 1997 Uniform Building Code, as amended.
 - c. *Provision of Water and Sewer:* Proof of adequate provisions for water, sewer, fire protection, other utilities and access shall be provided.
 - d. *Conformance to Subdivision and Zoning Code:* No farm employee dwelling shall be deeded, leased, or rented without conforming to Adams County subdivision and zoning standards and regulations.

4-03-02-02-04 STABLES

1. *Setback from Residence on Property:* All stables shall be set back twenty-five (25) feet from any residence on the property.
2. *Setback from Adjacent Property:* All stables shall be set back one hundred (100) feet from any dwelling or pool on an adjacent property.
3. *Maintenance:* All animal and food waste shall be handled and disposed of in a sanitary manner as approved by Tri-County Health Department. When in use, stables shall be cleaned weekly.

4. *Pest Control:* Environmental and/or chemical and scientific controls shall be provided for pest control.
5. *Drainage:* Adequate drainage facilities or improvements shall be constructed to protect any adjacent rivers, streams, or other bodies of water from pollution. Stables shall be well drained and dry, and shall not be located within or cross drainages whether intermittent or perennial.
6. *Care of Animals:* All animals shall be cared for in a humane and sanitary manner as approved by Adams County Animal Control.

4-03-02-02-05 *VENDING AND PRODUCE STANDS*

1. *Minimum Lot Area:* No vending or produce stand shall be located on a parcel of land less than four hundred (400) square feet in size.
2. *Location:* The stand shall be located on a gravel, recycled asphalt, or paved parking lot or on agricultural land. The stand shall not block or be located within any right-of-way or public sidewalk.
3. *Period of Operation:* The stand shall operate for no more than ninety (90) days annually.
4. *Hours of Operation:* The stand shall limit its hours of operation to 7:00 AM to 7:00 PM.
5. *Setbacks:* The setbacks for the zone district in which the stand is located shall apply.
6. *Signage:* All signs shall be affixed to the stand. The total sign area shall not exceed sixteen (16) square feet in area.
7. *Parking:* Parking for the stand shall not block or be located within any right-of-way or public sidewalk. At least five (5) off-road parking spaces shall be provided per two hundred (200) square feet of stand area.
8. *Access:* All vending and produce stands shall have highway, arterial, or collector road access.
9. *Other Requirements:* All temporary vending and produce stands shall also comply with the requirements of Section 4-05-02-07.

4-03-02-02-06 *WIND POWERED GENERATORS*

1. *Maximum Height of Generator:* The height of the generator, including blades, shall not exceed the height limit of the zone district in which the generator is located, unless a height exemption is granted by the Board of Adjustment. The maximum height of the generator may be further restricted if located within an aviation zone district.
2. *Minimum Height of Blades Above Ground:* Twenty (20) feet.

3. *Minimum Setbacks:* No wind generator shall be located closer than the height of the generator from any property line, unless granted by the Board of Adjustment. ***Adopted by the BoCC on December 13, 2010**
4. *Number of Generators Permitted:* Only one (1) generator per lot or parcel is permitted unless a Conditional Use Permit is approved.
5. *Location:* The generator serving the structure shall be located on the same lot as the structure it serves.
6. *Liability Coverage:* The County shall be provided with a copy of rider to owner's insurance showing coverage of liability prior to issuance of a building permit for construction of a wind powered generator.
7. *High Wind Mitigation:* The County shall be provided with assurance from the manufacturer all safety features to mitigate the effects of high wind conditions have been designed for the particular generator prior to issuance of a building permit for construction of a wind powered generator.
8. *Storage Batteries:* Storage batteries, if applicable, shall be housed in accordance with the following standards:
 - a. *Location:* The structure shall be accessory to and detached from the residence by a minimum of twenty (20) feet.
 - b. *Ventilation:* Adequate ventilation shall be provided in the structure to eliminate the accumulation of explosive gases.
9. *Noise Levels:* Permitted noise levels shall meet the performance standards of these standards and regulations.
10. *Electromagnetic and Electrical Interference:* No equipment shall be operated in such a manner as to adversely affect the operation of any off-premises electrical, radio or television equipment. No use may be made of land or water within the County, which will create electrical interference with navigational signals for radio communications between an aviation facility and aircraft.
11. *Manual Shut-off Required:* Any individual wind powered generator shall include a manual shut-off, which may be utilized by utility company personnel.
12. *Utility Company Approval:* The local utility provider of gas and electric service shall provide written approval prior to construction.

4-03-03 ACCESSORY USES, RESIDENTIAL

4-03-03-01 GENERAL ACCESSORY USES PERMITTED

The following general accessory uses are permitted in Residential Districts:

1. Animal Keeping (see Section 4-21 Animal Keeping for detailed performance standards)
2. Barns (see Section 4-03-02-02-01 Accessory Uses, Agricultural for detailed performance standards)
3. Class Instruction (see Section 4-03-03 Accessory Uses, Residential for detailed performance standards)
4. Communication Tower, Non-Commercial (see Section 4-03-02-02-02 Accessory Uses, Agricultural for detailed performance standards)
5. Day Care Homes (see Section 4-03-03-02-02 Accessory Uses, Residential for detailed performance standards)
6. Family Foster Homes
7. Garages (see Section 4-03-03-02-03 Accessory Uses, Residential for detailed performance standards)
8. Garage or Yard Sale (see Section 4-03-03-02-04 Accessory Uses, Residential for detailed performance standards)
9. Greenhouses, Private (see Section 4-03-03-02-05 Accessory Uses, Residential for detailed performance standards)
10. Home Occupations (see Section 4-03-03-02-06 Accessory Uses, Residential for detailed performance standards)
11. Household Pets (see Section 4-03-03-02-07 Accessory Uses, Residential for detailed performance standards)
12. Kennel, Private (see Section 4-03-03-02-08 Accessory Uses, Residential for detailed performance standards)
13. Parking (see Section 4-12 Parking and Loading for detailed performance standards)
14. Signs (see Section 4-01 Signs and Outdoor Commercial Advertising Devices for detailed performance standards)
15. Solar Energy Systems (see Section 04-03-03-02-10 Accessory Uses, Residential for detailed performance standards)
16. Stables (see Section 04-03-02-02-04 Accessory Uses, Agricultural for detailed performance standards)

17. Storage, Private (see Section 04-03-03-02-11 Accessory Uses, Residential for detailed performance standards)
18. Storage, Vehicle and Machine (see Section 04-03-03-02-12 Accessory Uses, Residential for detailed performance standards)
19. Swimming Pools, Private (see Section 04-03-03-02-13 Accessory Uses, Residential for detailed performance standards)
20. Temporary Use. All temporary uses shall meet the temporary use performance standards contained in Section 4-05 and shall be required to obtain a Special Use Permit unless the temporary use is a permitted principal use within the zone district in which it will be located.
21. Vending and Produce Stands (see Section 4-03-02-02-05 Accessory Uses, Agricultural for detailed performance standards)
22. Wind Powered Generators (see Section 4-03-02-02-06 Accessory Uses, Agricultural for detailed performance standards)
23. Accessory Dwelling Unit (see Section 4-03-04 Accessory Uses, Commercial for performance standards)
24. Other accessory uses approved by the Director of Community and Economic Development. The Director of Community and Economic Development may require the accessory use meet performance standards for similar uses permitted by these standards and regulations.

4-03-03-02 PERFORMANCE STANDARDS

4-03-03-02-01 CLASS INSTRUCTION

1. *Incidental Use:* The class instruction shall be clearly incidental and secondary to the use of the dwelling for dwelling purposes and shall not change the character of the dwelling.
2. *Indoor Activities:* All activities related to the class instruction shall be conducted entirely within a dwelling.
3. *Employees:* The class instruction shall be conducted by the inhabitants of the dwelling and shall have only one (1) additional employee.
4. *Exterior Advertising:* There shall be no exterior advertising other than identification of the class instruction with a sign not exceeding 6 square feet which must be located on the face of the home.
5. *No Sales on Premises:* There shall only be incidental sales of stocks, supplies or products conducted on the premises.
6. *No Outdoor Storage:* There shall be no exterior storage on the premises of material or equipment used as a part of the class instruction.

7. *No Offensive Impacts:* There shall be no offensive noise, vibration, smoke, dust, odors, heat or glare noticeable at or beyond the property line.

4-03-03-02-02 DAY CARE CENTERS AND HOMES (ADULT* AND CHILD)

1. General

- a. *Licensing:* Day care facilities must be properly licensed by the State of Colorado.
- b. *Drop-Off/Pick-Up Areas:* Day care facilities must provide adequate drop-off and pick-up areas. The required area shall be based upon the maximum number of individuals cared for at a single time. Specifically, there shall be one-hundred-sixty (160) square feet of signed off-road drop-off/pick-up area for every eight individuals. All drop-off space shall meet the requirements of these standards and regulations and be approved by the Director of Community and Economic Development.
- c. *Outdoor Recreation Facilities:* Where outside recreation facilities are provided, a six-foot high sight-obscuring fence around the recreation area shall be required to be maintained and the recreation area shall be situated in the rear half of the site.
- d. *Residential Appearance:* Existing residential structures shall not be significantly modified in appearance.
- e. *Access:* Day care centers shall be located on collector or arterial roads. Day Care Homes may be located on local roads.
- f. *New Construction in Residential Area:* Any new construction allowed in an agricultural or residential zone district for the operation of a day care center shall substantially resemble a conventional single-family dwelling.

2. Child Day Care Home

- a. *Maximum Number of Children not Attending School Fulltime:* The maximum number of children shall be twelve (12), including the caretaker's children under sixteen (16) years of age not attending full-day school.

3. *Adult Day Care Home* ***Adopted by the BoCC on December 13, 2010**

- a. *Maximum Number of Adults:* Elderly day care homes shall be permitted as an accessory use, provided the maximum number of elderly persons receiving care, protection, and supervision in any such home shall not exceed four (4) at any given time.
- b. *Criminal Background Investigation:* The Adams County Sheriff's Office shall complete a Criminal Background Investigation and shall issue identification cards to all employees/operators.

- c. *Annual Reporting*: The applicant/operator shall provide an annual report for review by the Director of Community and Economic Development and the Adams County Sheriff's Office. Reports shall include recertification of any education requirements, revised Criminal Background Investigation, and issuance of identification cards to any new employees.

4-03-03-02-03 *GARAGES*

1. *Maximum Height*: Twenty-four (24) feet unless otherwise restricted by the zone district.
2. *Maximum Rear Yard Coverage*: A garage may not occupy more than thirty percent (30%) of any rear yard.

4-03-03-02-04 *GARAGE OR YARD SALES*

1. *Maximum Sales Permitted per Year*: No more than two (2) garage or yard sales shall be permitted per calendar year for any one residence.
2. *Period of Operation*: A garage or yard sale shall not exceed a period of three (3) consecutive days.
3. *Hours of Operation*: The garage or yard sale shall limit its hours of operation to 7:00 AM to 7:00 PM.
4. *Signage*: The total sign area shall not exceed sixteen (16) square feet in area. All signage shall be located on private property and not within the public right-of-way.

4-03-03-02-05 *GREENHOUSES, PRIVATE*

1. *Location*: The greenhouse shall not be located in any front yard.
2. *Setback from Residential Zone*: Not applicable.

4-03-03-02-06 *HOME OCCUPATIONS*

1. *Maximum Floor Area*: The area to be used for home occupation activities shall not exceed one-half (1/2) the floor area of the dwelling unit.
2. *Incidental Use*: A home occupation shall be clearly incidental and secondary to the use of the dwelling for dwelling purposes and shall not change the character of the dwelling.
3. *Indoor Activities*: All activities related to a home occupation shall be conducted entirely within a dwelling, garage or other accessory building. If conducted in an accessory building, the building shall meet the accessory building requirements of these standards and regulations.

4. *Employees:* A home occupation shall be conducted by the inhabitants of the dwelling.
5. *Exterior Advertising:* There shall be no exterior advertising other than identification of the business with a sign not exceeding six (6) square feet which must be located on the face of the home.
6. *No Sales on Premises:* There shall only be incidental sales of stocks, supplies or products conducted on the premises.
7. *No Outdoor Storage:* There shall be no exterior storage on the premises of material or equipment used as a part of the home occupation.
8. *No Truck Storage:* There shall be no interior or exterior keeping, parking, or storage on the premises of any vehicles in excess of seven thousand (7,000) pounds Gross Vehicle Weight (G.V.W) , used for a commercial purpose in the Agricultural and Residential Zone Districts in conjunction with a home occupation.
9. *No Offensive Impacts:* There shall be no offensive noise, vibration, smoke, dust, odors, heat or glare noticeable at or beyond the property line.
10. *Permitted Home Occupations:* The following uses are examples permitted of home occupations:
 - a. Art Studio
 - b. Class Instruction (See Section 4-03-03-02-01 for detailed performance standards for class instruction)
 - c. Dressmaking or Millinery Work
 - d. Professional Office
 - e. Office for Insurance or Real Estate Sales
 - f. Teaching
11. *Uses Not Considered Home Occupations:* The following uses are not considered home occupations:
 - a. Animal Hospital
 - b. Long-Term Care Facility
 - c. Restaurant
 - d. Bed & Breakfast (A bed and breakfast is considered a principally permitted use.)
 - e. Group Living Facility (A group home is considered a principally permitted use, depending upon occupancy.)
 - f. Auto Painting, Repair, Sales, Service, or Storage
 - g. Truck Repair, Sales, Service, or Storage

4-03-03-02-07 *HOUSEHOLD PETS*

1. *Permitted Number of Household Pets:* See the Animal Density in Section 4-20 to calculate the number of permitted household pets.
2. *Less than 35 Acre Parcel:* All household pets shall be penned or confined to their owner's property, except when on a leash and in the control of the owner.
3. *Conformance with Private Kennel Standards:* The keeping of more than ten (10) dogs and/or cats, shall conform to private kennel performance standards (See Section 4-03-03-02-08).
4. *Other Standards:* All animal keeping shall conform to Section 4-20 of these standards and regulations.

4-03-03-02-08 *KENNELS, PRIVATE*

1. *Permitted Number of Dogs and/or Cats:* See the Animal Density in Section 4-21 to calculate the number of permitted household pets.
2. *Building Permit Required:* A building permit shall be obtained for all kennels, pens, shelters or other similar structures.
3. *Prohibited Animals:* Boarding dogs and/or cats other than those animals owned by the resident and/or owner and immediate family shall be prohibited.
4. **Minimum Space Requirements**
 - a. *Dogs:* Each dog shall be provided a minimum space equal to the following equation:
 - (1) Width of Kennel = Length of dog from nose to base of tail + 2 feet.
 - (2) Length of Kennel = Width of Kennel + 2 feet.
 - (3) Height of Kennel = Head height of dog standing on all four legs + 1 foot.
 - b. *Cats:* Each adult cat shall be provided a minimum of six (6) cubic feet of area. Adult female cats with kittens below three (3) months of age shall be provided with a minimum of eight (8) cubic feet of area.
5. *Garbage Disposal:* All animal and food waste shall be handled and disposed of in a sanitary manner as approved by Tri-County Health Department.
6. *Pest Control:* Environmental and/or chemical and scientific controls shall be provided for pest control.
7. *Drainage:* Adequate drainage facilities or improvements shall be constructed to protect any adjacent rivers, streams, or other bodies of water from pollution.

8. *Mixing of Dogs and Cats:* Dogs and cats shall not be housed in the same primary enclosure.
9. *Care of Animals:* All dogs and/or cats shall be cared for in a humane and sanitary manner as approved by Adams County Animal Control.
10. *Other Standards:* All animal keeping shall conform to Section 4-21 of these standards and regulations.

4-03-03-02-09 *PIGEON AND ANIMAL KEEPING*

1. *Permitted Number of Pigeons or Animals:* See the Animal Density Table in Section 4-20 to calculate the number of permitted household pets.
2. *Loft Floor Space:* There shall be at least one (1) square foot of loft floor space for each mature pigeon.
3. *Loft Design:* The pigeon loft shall be of such sufficient size and design, and constructed of such material, so it can be easily maintained in a clean and sanitary condition.
4. *Loft Compliance:* The loft shall be in compliance at all times with all applicable Tri-County Health regulations.
5. *Setback from Residential Structure:* The loft shall be set back a minimum of twenty-five (25) feet from any residential structure.
6. *Lot Line Setbacks:* The loft shall be set back from all lot lines in accordance with the accessory setbacks for the zone district in which it is located.
7. *Pigeon Feed:* All pigeon feed shall be stored in such containers as to protect against intrusion by rodents and other vermin.
8. *Pigeon Feeding:* All pigeons shall be fed within the confines of the loft.
9. *Pigeon Release for Flying:* Pigeons will not be released for flying for four (4) hours after feeding.
10. *Pigeon Confinement:* All pigeons shall be confined to the loft, except for limited periods necessary for exercise, training and competition. At no time shall pigeons be allowed to perch or linger on the buildings or property of individuals other than the owner of the pigeons.
11. *Other Standards:* All pigeon and animal keeping shall conform to Section 4-20 of these standards and regulations.

4-03-03-02-10 *SOLAR ENERGY SYSTEM, ACCESSORY*

1. *Site Plan:* A site plan shall be submitted with the building permit which demonstrates compliance with setback and height requirements.

2. Lot coverage: The area covered by ground-mounted solar energy systems, where the ground beneath is permeable or pervious, shall not be included in calculations for lot coverage for purposes of zoning.
3. Location: All solar panels and equipment (excluding fencing, poles, and wires necessary to connect to facilities of the electric utility) shall meet the minimum accessory structure setbacks for the applicable zone district or shall meet the minimum structure setbacks for the applicable zone district when an accessory structure setback is not specified. Additional setbacks may be required to mitigate noise and visual impacts, or to provide for designated road or utility corridors, as identified through the review process.
4. Maximum Height:
 - i. Ground-mounted: The height of ground-mounted solar energy systems shall be measured from the highest grade below each solar panel. In residential zone districts, solar panels shall not exceed fifteen (15) feet in height. In all other zone districts, solar panels shall not exceed twenty (20) feet in height.
 - ii. Roof-mounted: The height of roof-mounted solar energy systems shall not exceed the maximum permitted height of the structure type by more than five (5) feet.
 - iii. Parking Lot or Parking Canopy: The height of systems will be measured from the highest grade below each solar panel. Parking lot cover solar panels shall not exceed twenty (20) feet in height. Parking lot cover solar panels shall be no less than fourteen (14) feet in height to allow clearance for emergency vehicles.
5. Signage: For ground-mounted solar energy systems, clearly visible warning signs shall be placed on the fence, barrier, or facility perimeter to inform individuals of potential voltage hazards.
6. Security: Except parking lot or parking canopy solar energy systems, all solar panels and equipment (excluding poles and wires necessary to connect to facilities of the electric utility) shall be enclosed by a fence at least six (6) feet high. Wildlife-friendly fence options are encouraged.
7. Lighting: If lighting is provided at the site, lighting shall be shielded and downcast such that the light does not spill onto the adjacent parcel. Motion sensor control is preferred.
8. Decommissioning: Any solar energy system which is no longer producing energy or has been abandoned shall be removed. The owner or operator shall physically remove the installation within 150 days after the date of discontinued operations. The owner or operator shall notify the Adams County Community & Economic Development Department by certified mail of the proposed date of discontinued operations and plans for removal. Decommissioning shall consist of:

- i. Physical removal of all solar energy systems, structures, and equipment from the site.
- ii. Disposal of all solid and hazardous waste in accordance with local, state, and federal waste disposal regulations.
- iii. Stabilization or re-vegetation of the site as necessary to minimize erosion. Adams County may allow the owner or operator to leave landscaping or designated below-grade foundations in order to minimize erosion and disruption to vegetation.

- ~~1. *Property Served:* The solar energy system shall be designed to only provide energy for the property upon which it is located. However, excess energy may be sold as permitted by state and federal law.~~
- ~~2. *Maximum Height of Attached Panels:* Solar panels attached to a roof shall not exceed the maximum permitted height of the structure type by more than five (5) feet.~~
- ~~3. *Maximum Height of Detached Solar Panels:* Fifteen (15) feet~~
- ~~4. *Location of Detached Panels:* Detached solar panels are prohibited within any setback area or between the front or side corner property line and the front building line of the principal structure.~~

4-03-03-02-11 *STORAGE, PRIVATE*

1. *Maximum Height:* Twenty-four (24) feet
2. *Maximum Rear Yard Coverage:* A storage structure may not occupy more than thirty percent (30%) of any rear yard.

4-03-03-02-12 *STORAGE, AND PARKING OF VEHICLES*

1. *Prohibited Vehicles:* No vehicle in excess of seven thousand (7,000) pounds gross vehicle weight (G.V.W.) shall be kept, stored, or parked in a residential or agricultural zone district except by Conditional Use Permit. This shall include, but is not limited to, tractor trailers, over-the-road semi trucks, road cleaners, motor graders, tow trucks, and similar maintenance or construction equipment. This prohibition does not apply to recreational vehicles, personal non-commercial vehicles, and agricultural equipment used for agricultural purposes.
2. *Storing and Parking Vehicles:* Vehicles that are allowed to be stored or parked in agricultural and residential zone districts, include but are not limited to boats, boat trailers, trailers, campers, fifth-wheel trailers, motor homes, stock cars, ski mobiles. The storage or parking of any vehicle in any zone district must meet the standards listed in this section.
3. *Total Number Vehicles Stored*

- a. *Lots less than 1 Acre:* A total of two (2) vehicles, may be stored outdoors.
 - b. *Lots of 1 Acre or More:* A total of two (2) vehicles per acre, with a maximum of five (5) vehicles may be stored outdoors.
 - c. A vehicle is “stored” on a property when it is located on the same property for a period of seventy-two (72) hours or more.
4. *Vehicles Stored on or Attached to a Trailer:* Recreational vehicles stored on a trailer, and any vehicle attached to a trailer, shall be counted as one (1) vehicle.
 5. *Inhabiting Recreational Vehicles:* Motor homes, trailers, 5th wheels, and other recreational vehicles may be inhabited one time for a maximum of thirty (30) consecutive days within a calendar year. The use of a motor home, trailer, 5th wheel, or other recreational vehicle must be in conjunction with a residence.
 6. *Right-of-Way Parking:* Recreational vehicles and any type of trailer may only be parked on any public right-of-way for a maximum period of twenty-four (24) hours. The same recreational vehicle or trailer may not be moved and re-parked within a five (5) mile vicinity for six (6) months. Unlicensed and inoperable vehicles may not be stored or parked on any public right-of-way for any time period.
 7. *Inoperable and Unlicensed Vehicles:* Inoperable vehicles and unlicensed vehicles without a properly displayed and valid State Motor Vehicle Registration Certificate may not be stored or parked outdoors.
 8. *Storage on an approved surface:* In residential zone districts, all storage of vehicles and machines listed in this section shall be located on an approved, hard surface of asphalt or concrete and no parking of vehicles is allowed in the back yard or any landscaped area. In the A-1 zone district, all storage of vehicles and machines listed in this section may be located on gravel or recycled asphalt and no parking of vehicles is allowed in the back yard or on any landscaped area. Gravel or recycled asphalt areas within the rear or side setback is not considered part of the back yard and parking is permitted.

4-03-03-02-13**SWIMMING POOL**

1. *Location:* No swimming pool shall be located in the area from the right-of-way to the front structure line.
2. *Fencing:* All swimming pools shall be completely enclosed by a fence not less than forty-eight (48) inches in height with no opening large enough to permit children to pass through other than gates or doors equipped with self-latching devices placed on the inside top of the gate.
3. *Pre-Existing Pools:* All pre-existing pools shall be completely enclosed by a fence no later than six (6) months following adoption of these standards and regulations.

4. *Wading Pools*: Wading pools with a maximum possible water depth of twenty (20) inches or less are not required to be fenced.

4-03-04 ACCESSORY USES, COMMERCIAL

4-03-04-01 GENERAL ACCESSORY USES PERMITTED

The following general accessory uses are permitted in Commercial Districts:

1. Accessory Dwelling Unit (see Section 4-03-04 Accessory Uses, Commercial for detailed performance standards)
2. Communication Tower, Non-Commercial (see Section 4-03-02-02-02 Accessory Uses, Agricultural for detailed performance standards)
3. Guard Dogs (see Section 4-03-04-02-02 Accessory Uses, Commercial for detailed performance standards)
4. Outdoor Storage, Loading and Garbage Areas (see Section 4-03-04-02-03 Accessory Uses, Commercial for detailed performance standards)
5. Parking (see Section 04-21 Parking and Loading for detailed performance standards)
6. Signs (see Section 4-01 Signs and Outdoor Commercial Advertising Devices for detailed performance standards)
7. Solar Energy Systems for use on Property (see Section 4-03-03-02-10 Accessory Uses, Residential for detailed performance standards)
8. Temporary Use. All temporary uses shall meet the temporary use performance standards contained in Section 4-05 and shall be required to obtain a Special Use Permit unless the temporary use is a permitted principal use within the zone district in which it will be located.
9. Vending and Produce Stands (see Section 04-03-02-02-05 Accessory Uses, Agricultural for detailed performance standards)
10. Wind Powered Generators (see Section 4-03-02-02-06 Accessory Uses, Residential for detailed performance standards)
11. Other accessory uses approved by the Director of Community and Economic Development. The Director of Community and Economic Development may require the accessory use meet performance standards for similar uses permitted by these standards and regulations.

4-03-04-02 PERFORMANCE STANDARDS**4-03-04-02-01 ACCESSORY DWELLING UNIT (ADU)**

1. *Purpose:* The purpose of the accessory dwelling unit (ADU) provisions are to:
(1) provide homeowners with an opportunity for companionship and security;
(2) better utilize existing infrastructure and community resources; (3) provide a housing type that responds to changing needs and lifestyles (e.g., small families, retirees, caretakers); (4) add to the County's stock of affordable dwelling units; and (5) protect neighborhood character and stability by ensuring that visible ADUs are compatible with surrounding land uses.
2. *Applicability:* One ADU on an existing legal lot is permitted as an accessory use to single family residential uses in any zoning districts, in addition to legal nonconforming single family structures in those zones as allowed by these regulations.
3. *Process:*
 - a. New ADU. Subject to review, public notification and approval through a building permit and shall conform to all of the following standards.
 - b. Existing (Undocumented) ADUs. If an ADU was created without being part of a project for which a building permit was finalized, the County shall require a building permit and public notification to determine if the structure meets the requirements of this section and building code. Adherence to these development standards is required.
4. *Public Notification:* At time of review of building permit application, the County shall notify by mail residents and property owners directly adjacent to the property for which a complete building permit application has been submitted. Notified parties, and other interested parties, may comment on items concerning the required development and design standards for ADUs. The comment period shall close when the building permit application is resolved in issuance or denial.
5. *Development Standards:*
 - a. Building Type: ADU building types shall not include mobile or manufactured homes. Site built and modular construction is allowed.
 - b. Number: One ADU shall be allowed in each residential lot as a subordinate use in conjunction with any new or existing detached single-family dwelling unit,
 - c. Provision of Water and Sewer: Proof of adequate provisions for water, sewer, fire protection, other utilities and access shall be provided.
 - d. Size:

- i. Attached or Internal. ADUs shall not exceed 40% of the principal dwelling unit's residential floor area in addition to the underlying development standards for the lot, including, but not limited to, lot coverage, height and setback requirements for the zone in which they reside.
- ii. Detached. ADUs shall not exceed 1,500 square feet of the residential floor area or 40% of the primary dwelling unit's ~~gross residential~~ floor area, whichever is less.
- e. Location: The ADU may be added to or included within the primary unit, or located in a detached structure on the same lot as the primary dwelling unit. If detached, the ADU is required to meet all accessory structure setbacks for the zone district.
- f. Parking: One off-street parking space is required for an ADU in addition to the parking required for the primary dwelling unit. Parking spaces must be paved and may include private garages, carports, or all weather-surfaced, off-street areas reserved for vehicles. Tandem parking is allowed.
- g. Home Occupations: The ADU and/or primary residence may contain a home occupation if the home occupation is reviewed and approved per these regulations.
- h. Other development standards:
 - i. Accessory Dwelling Units shall meet all other development standards (e.g. setbacks, lot coverage etc.) for buildings in the zoning district, except in the following circumstances:
 - 1. The gross floor area of the ADU shall not count towards the maximum accessory building coverage, but rather the maximum principal structure.
 - 2. The height of a detached ADU shall not exceed twenty-five (25) feet.
 - 3. If detached the ADU shall be setback at least 10' to the rear of the front structure line of the principal dwelling unit.
 - ii. For legal nonconforming situations, ADUs shall also adhere to the following requirements:
 - 1. Legal Nonconforming Primary Single Family Uses:
 - a. It is recognized that in some zones, an existing primary single family use may be considered legal nonconforming. In the event that an existing, legal nonconforming, single family use requests an ADU per these standards, it shall be an allowed accessory use to the legal nonconforming use. If the legal

nonconforming primary use ceases to exist, the ADU, shall also cease to exist.

- b. Conformance with Section 4-24-03 Extension or Enlargement of Nonconforming Conditions applies to the primary use.

2. ADUs in Existence Prior to these Regulations:

- a. Existing ADUs shall meet the requirements of these regulations.
- b. A building permit is required for the Building Official to determine if the structure meets the adopted building code requirements. As-built information about the existing structure shall be required as part of the building permit submittal.
- c. Additional improvements may be required by the applicant in order for the ADU to meet adopted building codes.

3. Previously approved Caretaker Dwelling Units may be extended in accordance with Section 2-02-08 Conditional Use Permit.

6. *Design Standards:*

- a. New Detached Structures, Exterior Alterations and Additions to Existing Structures: The development of a newly constructed detached ADU and exterior alterations and additions to existing structures for ADU development shall be designed consistent with the existing color, façade treatment, roof pitch, siding, lighting, and windows of the primary dwelling unit.

4-03-04-02-02 *GUARD DOGS*

1. *Number of Guard Dogs Permitted:* See the Animal Density Table in Section 4-20 to calculate the number of permitted household pets.
2. *Confinement of Guard Dog(s):* The area being patrolled by a guard dog(s) shall be fenced with a minimum seventy-two (72) inch high chain link or solid screen fence.
3. *Notice of Guard Dog(s):* A sign warning of the presence of said dog(s) stating what hours the dog(s) is on patrol shall be posed in plain view of the public around the perimeter of the fenced area. The sign must also state the name of the owner and the handler of the dog(s), with a phone number where the handler can be reached.

4. *Garbage Disposal:* All animal and food waste shall be handled and disposed of in a sanitary manner as approved by Tri-County Health Department.
6. *Pest Control:* Environmental and/or chemical and scientific controls shall be provided for pest control.
7. *Care of Animals:* All dogs shall be cared for in a humane and sanitary manner as approved by Adams County Humane Society and Adams County Animal Control.

4-03-04-02-03 *OUTDOOR STORAGE, LOADING, GARBAGE, AND MECHANICAL EQUIPMENT AREAS*

1. *Location:* No outdoor storage, loading or garbage collection or compaction areas shall be located within twenty (20) feet of any public road, public sidewalk or pedestrian way.
2. *Incorporation into Overall Design:* Loading docks, truck parking, outdoor storage, utility meters, HVAC and other mechanical equipment, garbage collection, garbage compaction, and other service functions shall be incorporated into the overall design theme of the building and the landscape so the architectural design is continuous and uninterrupted by ladders, towers, fences and equipment.
3. *Screening:* All outdoor storage, loading or garbage collection or compaction areas shall be located and screened so the visual and acoustic impacts of these functions are fully contained and out of view from adjacent properties and public roads. No attention shall be attracted to these by use of screening materials different from or inferior to the principal materials of the principal structure and landscape. If areas are to be covered, then the covering shall conform to those used as predominant materials and colors on the principal structure.
4. *Rooftop Equipment:* All rooftop mechanical equipment shall be screened from public view from both above and below by integrating it into building and roof design to the maximum extent feasible.

4-03-05 ACCESSORY USES, INDUSTRIAL

4-03-05-01 GENERAL ACCESSORY USES PERMITTED

The following general accessory uses are permitted in Industrial Districts:

- ~~1. Caretaker Dwelling (see Section 0Error! Reference source not found. Accessory Uses, Commercial for detailed performance standards)~~

- ~~21~~. Communication Tower, Non-Commercial (see Section 4-03-02-02-02 Accessory Uses, Agricultural for detailed performance standards) |
- ~~32~~. Guard Dogs (see Section 4-03-04-02-02 Accessory Uses, Commercial for detailed performance standards) |
- ~~43~~. Outdoor Storage, Loading and Garbage Areas (see Section 4-03-04-02-03 Accessory Uses, Commercial for detailed performance standards) |
- ~~54~~. Parking (see Section 4-21 Parking and Loading for detailed performance standards) |
- ~~65~~. Signs (see Section 4-01 Signs and Outdoor Commercial Advertising Devices for detailed performance standards) |
- ~~76~~. Solar Energy Systems for use on Property (see Section 4-03-03-02-10 Accessory Uses, Residential for detailed performance standards) |
- ~~87~~. Temporary Use. All temporary uses shall meet the temporary use performance standards contained in Section 4-05 and shall be required to obtain a Special Use Permit unless the temporary use is a permitted principal use within the zone district in which it will be located. |
- ~~98~~. Vending and Produce Stands (see Section 4-03-02-02-05 Accessory Uses, Agricultural for detailed performance standards) |
- ~~109~~. Wind Powered Generators (see Section 4-03-02-02-06 Accessory Uses, Residential for detailed performance standards) |
- ~~110~~. Other accessory uses approved by the Director of Community and Economic Development. The Director of Community and Economic Development may require the accessory use meet performance standards for similar uses permitted by these standards and regulations. |

4-04 SPECIAL USES PERFORMANCE STANDARDS

4-04-01 GENERAL PROVISIONS

4-04-01-01 OBTAIN A SPECIAL USE PERMIT

All special uses shall obtain a Special Use Permit prior to beginning operation. All special uses shall comply with the performance standards established by Section 4-04 for the special use. The permit issuing authority shall be the Board of Adjustment. Special uses shall also conform to all zone district standards contained in these standards and regulations.

4-04-01-02 DURATION OF SPECIAL USE

No special use shall be permitted for a period exceeding five (5) years, unless otherwise noted. Renewals of special uses may be granted in one (1) year increments, following the same procedures as the original permit issuance. Temporary Use/ Special Use Permits may only be issued for maximum of ninety-days (90) days administratively. Any operation proposed to operate greater than ninety-days (90) shall be processed as a Special / Temporary Use Permit before the Board of Adjustment.

4-04-01-03 ZONE DISTRICT STANDARDS AND REQUIREMENTS APPLY

Setbacks and all other standards and requirements of the zone district in which the special use is located shall apply to all structures connected with the special use.

4-04-01-04 NO UNDUE DISTURBANCE TO RESIDENTIAL NEIGHBORHOODS

Lighting, activities, noise, or increased traffic associated with a special use shall not unreasonably disturb surrounding residential neighborhoods.

4-04-01-05 NO DISRUPTION TO COMMERCIAL OR INDUSTRIAL USES

Lighting, activities, noise, or increased traffic associated with a special use shall not unreasonably disrupt the operation of nearby commercial or industrial uses.

4-04-01-06 SIGNAGE

Any signs associated with an approved Special Use Permit shall be considered a permanent sign and are required to obtain a sign permit and, if applicable, a building permit. ***Adopted by the BoCC on December 13, 2010**

4-04-02 PERFORMANCE STANDARDS FOR SPECIFIC SPECIAL USES**4-04-02-01 CONCRETE AND ASPHALT MIXING PLANTS****4-04-02-01-01 *SPECIAL USE PERMIT REQUIRED***

All concrete or asphalt mixing plants intended to be in operation shall obtain a Special Use Permit. However, concrete or asphalt mixing plants may be issued a Temporary Use Permit by the Community and Economic Development Department for a maximum of ninety-days (90) in advance of any hearing before the Board of Adjustment. Industrial Zone Districts, which allow concrete or asphalt mixing plants may be allowed with a Building Permit only.

4-04-02-01-02 *MINIMUM LOT AREA*

No temporary cement or asphalt mixing plants shall be located on a parcel of land less than one-half (½) acre in size.

4-04-02-01-03 *LOCATION*

The use shall be located on the same property or right-of-way, or directly adjacent to the same property or right-of-way, as the construction project.

4-04-02-01-04 *PERIOD OF OPERATION*

Temporary cement and asphalt mixing plants shall only be permitted as an accessory use to the construction of roads or other public improvements.

4-04-02-01-05 *HOURS OF OPERATION*

The temporary cement and asphalt mixing plants shall limit the hours of operation to 7:00 AM to 7:00 PM.

4-04-02-01-06 *SETBACK FROM OCCUPIED STRUCTURE*

Not applicable.

4-04-02-01-07 *USE AREA SETBACK*

Vehicle use areas, material storage areas, and structures shall be setback at least one hundred (100) feet from the property boundary.

4-04-02-01-08 *ACCESS*

All temporary mixing plants shall have highway, arterial, or collector road access.

4-04-02-01-09 *DUST CONTROL*

It is the responsibility of the temporary plant operator to control dust, dirt, and any other debris from blowing from the site on to other properties.

4-04-02-01-10 *ROAD DAMAGE*

Any road damage to the roads providing access to the site of the temporary plant shall be repaired by the temporary plant operator as deemed necessary by the Director of Public Works. The Director of Public Works shall require the plant operator to post a performance bond to cover all potential repair costs.

4-04-02-01-11 *TRUCKING*

Due to the magnitude of the use, the Director of Public Works may add additional standards regarding trucking routes and the size of loads to protect the general welfare of the citizens.

4-04-02-02 *INERT FILL OPERATIONS*

4-04-02-02-01 *SPECIAL USE PERMIT REQUIRED*

Inert fill operations intended to be in operation for more than six (6) months shall obtain a special use permit. Inert fill operations may be issued a Temporary Use Permit by the Community and Economic Development Department for a maximum of six (6) months. **adopted by the BoCC on December 13, 2010*

4-04-02-02-02 *MAXIMUM FILL AREA*

No Special Use Permit for inert fill shall be issued if the area to be filled is greater than ten (10) acres. Any operation proposed to fill greater than ten (10) acres shall be processed as a Conditional Use Permit (see Chapter 2).

4-04-02-02-03 *MAXIMUM AMOUNT OF FILL MATERIAL*

A Conditional Use Permit (see Chapter 2) for inert fill is required if the amount of material is greater than five-hundred-thousand (500,000) cubic yards. Any operation proposed to fill a site with less than five-hundred-thousand (500,000) cubic yards may be processed as a Temporary Use/Special Use Permit, depending on the duration of the project.

4-04-02-02-04 *PERIOD OF OPERATION*

Special Use Permits for inert fill may only be issued for a maximum of five (5) years. Any operation proposed to operate less than six (6) months may be processed as a Temporary Use Permit. Any operation proposed to operate for greater than five (5) years shall be processed as a Conditional Use Permit (see Chapter 2). ***Adopted by the BoCC on December 13, 2010**

4-04-02-02-05 *HOURS OF OPERATION*

The inert fill operation shall limit its hours of operation from 6:00 AM to 10:00 PM, unless otherwise restricted by the Board of Adjustment.

4-04-02-02-06 *SOURCE OF MATERIAL*

The site operator shall have sole discretion of the source of fill material and shall provide details of the source material with the permit application.

4-04-02-02-07 *GROUNDWATER IMPACTS*

Fill material is not likely to contaminate ground water. ***Adopted by the BoCC on December 13, 2010**

4-04-02-02-08 *TRAFFIC/HAUL ROUTE*

The haul route for the traffic to and from the fill operation shall be provided with the permit application and may be jointly reviewed and a recommendation forwarded to the Board of Adjustment for their consideration and decision.

4-04-02-02-09 *GRADING AND DRAINAGE*

The final grading and drainage plan shall be provided with the permit application and may be approved by the Community and Economic Development Department.

4-04-02-03 *TEMPORARY STRUCTURES (TENTS)**

***Adopted by the BoCC on December 13, 2010**

4-04-02-03-01 *SPECIAL USE PERMIT REQUIRED*

A Special Use Permit shall be obtained for any temporary structure intended to be located on a property for more than ninety (90) days. Any structure intended to be used for less than ninety (90) days may obtain a Temporary Use Permit.

4-04-02-03-02 *PERIOD OF OPERATION*

Special Use Permits for temporary structures may only be issued for a maximum of two and a half (2.5) years.

4-04-02-03-03 *CODE REQUIREMENTS*

All Temporary Structures shall meet the building and fire code requirements prior to approval of any Temporary or Special Use Permit.

4-04-02-03-04 *MAXIMUM SIZE*

Temporary Structures shall not exceed a gross floor area of eight hundred (800) square feet per structure.

If multiple temporary structures are located on one site, all requirements of the Adams County Temporary Structures under Section 4-07-02-03 shall be followed.

4-04-02-03-05 *LOCATION*

The temporary structure shall be located on gravel, recycled asphalt, or paved parking lot or on agricultural land. The structure shall not block or be located within any right-of-way or public sidewalk. The structure shall not be located within any required parking spaces. The structure shall meet all zone district requirements for which the structure is located.

4-04-02-03-06 *HEIGHT*

The temporary structure shall not exceed the height limit of the zone district in which the structure is located.

4-04-02-03-07 *EXITS*

Stands (wood built structures)

Any stand measuring more than twenty-five (25) feet in length across the face shall have two (2) exits. Exit doors shall be a minimum of twenty (20) inches in width and six (6) feet in height and swing in the direction of egress. Stands with floor areas between three hundred (300) and four hundred (400) square feet must have three (3) exits.

Tents

All aisles within a tent shall measure no less than 48 inches in width. All tents shall have at least two sides of the tent open and unobstructed for use as an exit.

4-04-02-03-08 *CONSTRUCTION MATERIALS*

All temporary structures shall be constructed of wood, metal, fire retardant tent as approved by the Community and Economic Development Department or other approved materials. Stands shall not have wheels or tires. Combustible construction materials shall be painted with a water based latex paint.

4-04-02-03-09 *ANCHORING*

All temporary structures shall be properly anchored to the ground as approved by the Community and Economic Development Department.

4-04-02-03-10 *WIRING*

Electrical wiring shall meet all requirements of the State of Colorado.

4-04-02-04 *VENDING AND PRODUCE STANDS*

4-04-02-04-01 *SPECIAL USE PERMIT REQUIRED*

Vending and/or produce standards intended to be in operation shall obtain a Special Use Permit. However, vending and/or produce stands may be issued a Temporary Use Permit by the Community and Economic Development Department for a maximum of ninety-days (90) in advance of any hearing before the Board of Adjustment.

No Special Use Permit shall be required for a produce stand located on agriculturally zoned land provided the stand is an accessory use and meets the performance standards in Section 4-03-02-02-05. In addition, no Special Use Permit shall be issued if the stand has been erected on the subject site without a Temporary Use Permit from the Community and Economic Development Department.

4-04-02-04-02 *MINIMUM LOT AREA*

No vending or produce stand shall be located on a parcel of land less than four hundred (400) square feet in size.

4-04-02-04-03 *LOCATION*

The stand shall be located on a gravel, recycled asphalt, or paved parking lot or on agricultural land. The stand shall not block or be located within any right-of-way or public sidewalk.

4-04-02-04-04 *PERIOD OF OPERATION*

The stand shall operate for no more than ninety (90) days annually.

4-04-02-04-05 *HOURS OF OPERATION*

The stand shall limit its hours of operation to 7:00 AM to 7:00 PM.

4-04-02-04-06 *SETBACKS*

The setbacks for the zone district shall apply.

4-04-02-04-07 *PARKING*

Parking for the stand shall not block or be located within any right-of-way or public sidewalk. At least five (5) off-road parking spaces shall be provided per two hundred (200) square feet of stand area.

4-04-02-04-08 *ACCESS*

All vending and produce stands shall have highway, arterial, or collector road access.

4-05 TEMPORARY USES PERFORMANCE STANDARDS**4-05-01 GENERAL PROVISIONS****4-05-01-01 OBTAIN A TEMPORARY USE PERMIT**

All temporary uses shall obtain a Temporary Use Permit prior to beginning operation. All temporary uses required by these regulations to obtain a Temporary Use Permit, shall comply with the performance standards established by Section 4-05 for the temporary use. Specified temporary uses may be issued by the Director of Community and Economic Development. Temporary uses shall also conform to all zone district standards contained in these standards and regulations. If a Temporary Use Permit is denied by the Community and Economic Development Department, an applicant may request a Special Use Permit from the Board of Adjustment.

4-05-01-02 DURATION OF TEMPORARY USE

No temporary use shall be permitted for a period exceeding ninety-days (90), unless otherwise noted. Renewals of Temporary Use Permits may only be issued for a maximum of ninety-days (90) days administratively. Any operation proposed to operate greater than ninety-days (90) shall be processed as a Special Use Permit before the Board of Adjustment.

4-05-01-03 ZONE DISTRICT STANDARDS AND REQUIREMENTS APPLY

Setbacks and all other standards and requirements of the zone district in which the temporary use is located shall apply to all structures connected with the temporary use.

4-05-01-04 NO UNDUE DISTURBANCE TO RESIDENTIAL NEIGHBORHOODS

Lighting, activities, noise, or increased traffic associated with a temporary use shall not unreasonably disturb surrounding residential neighborhoods.

4-05-01-05 NO DISRUPTION TO COMMERCIAL OR INDUSTRIAL USES

Lighting, activities, noise, or increased traffic associated with a temporary use shall not unreasonably disrupt the operation of nearby commercial or industrial uses.

4-05-01-06 SIGNAGE

Any sign associated with an approved Temporary Use Permit shall be depicted on the site plan and allowed for the duration of the permit. The maximum sign size shall be thirty-two (32) square feet. Signs shall be placed on private property, outside any right-of-way or easement and shall be placed to avoid any sight obstruction for motorists, cyclists and pedestrians. Signs shall not be illuminated. Signs for Temporary Use Permits do not require a sign permit, but may require a building permit. ***Adopted by the BoCC on December 13, 2010**

4-05-02 PERFORMANCE STANDARDS FOR SPECIFIC TEMPORARY USES

4-05-02-01 CARNIVAL OR CIRCUS

4-05-02-01-01 *TEMPORARY USE PERMIT REQUIRED*

All carnivals or circuses shall obtain a Temporary Use Permit before operating.

4-05-02-01-02 *MINIMUM LOT AREA*

No carnival or circus shall be located on a parcel of land less than five (5) acres in size.

4-05-02-01-03 *PERIOD OF OPERATION*

No carnival or circus shall be allowed to operate for a period exceeding fourteen (14) days, exclusive of a three (3) day period, before and after the operation, during which amusement rides, concessions, etc. are erected or removed from the site.

4-05-02-01-04 *HOURS OF OPERATION*

The carnival or circus shall limit its hours of operation to 9:00 AM to 10:00 PM.

4-05-02-01-05 *ACCESS*

All carnivals and circuses shall have highway or arterial road access.

4-05-02-01-06 *SETBACK FROM RESIDENTIAL ZONE*

Not applicable.

4-05-02-01-07 *PARKING*

Every carnival or circus shall provide either paved or dust treated off-road parking for not less than three hundred (300) automobiles per acre of area used for amusement purposes.

4-05-02-01-08 *SIGNAGE*

All signs associated with a Carnival or Circus shall be consistent with Section 4-05-01-06. ***Adopted by the BoCC on December 13, 2010**

4-05-02-02 CHRISTMAS TREE SALES**4-05-02-02-01 *TEMPORARY USE PERMIT REQUIRED***

All Christmas tree sales lots shall obtain a Temporary Use Permit before operating and shall comply with the performance criteria of Section 4-05-02-02.

4-05-02-02-02 *MAXIMUM LOT AREA*

The sales lot shall not occupy more than ten percent (10%) of a gravel, recycled asphalt, or paved parking lot on which the sales lot is located. In no case shall the sales area exceed ten thousand (10,000) square feet.

4-05-02-02-03 *LOCATION*

Christmas tree sales lots shall be located on a gravel, recycled asphalt, or paved parking lot in a commercial zone district or on agricultural land. The sales area shall not block or be located within any right-of-way or public sidewalk.

4-05-02-02-04 *PERIOD OF OPERATION*

Christmas tree sales shall not exceed a period of sixty (60) days.

4-05-02-02-05 *HOURS OF OPERATION*

The Christmas tree sales lot shall limit its hours of operation to 7:00 AM to 7:00 PM.

4-05-02-02-06 *SETBACKS*

The setbacks for the zone district shall apply.

4-05-02-02-07 *SIGNAGE*

All signs associated with Christmas Tree Sales shall be consistent with Section 4-05-01-06. ***Adopted by the BoCC on December 13, 2010**

4-05-02-02-08 *PARKING*

Parking for the stand shall not block or be located within any right-of-way or public sidewalk. At least five (5) off-road parking spaces shall be provided per two hundred (200) square feet of sales area.

4-05-02-02-09 *ACCESS*

All Christmas tree lots shall have highway, arterial, or collector road access.

4-05-02-02-10 *TREE DISPLAY RESTRICTIONS*

No Christmas tree shall be displayed within fifty (50) feet of an intersection of the curb line of any two (2) roads or within any sight distance triangle required to be maintained by these standards and regulations.

4-05-02-03 *CONCRETE AND ASPHALT MIXING PLANTS*

4-05-02-03-01 *TEMPORARY USE PERMIT REQUIRED*

All concrete or asphalt mixing plants intended to be in operation shall obtain a Special Use Permit. However, concrete or asphalt mixing plants may be issued a Temporary Use Permit by the Community and Economic Development Department for a maximum of ninety-days (90) in advance of any hearing before the Board of Adjustment. Industrial Zone Districts, which allow concrete or asphalt mixing plants may be allowed with a Building Permit only.

4-05-02-03-02 *MINIMUM LOT AREA*

No temporary cement or asphalt mixing plants shall be located on a parcel of land less than one-half (½) acre in size.

4-05-02-03-03 *LOCATION*

The use shall be located on the same property or right-of-way, or directly adjacent to the same property or right-of-way, as the construction project.

4-05-02-03-04 *PERIOD OF OPERATION*

Temporary cement and asphalt mixing plants shall only be permitted as an accessory use to the construction of roads or other public improvements.

4-05-02-03-05 *HOURS OF OPERATION*

The temporary cement and asphalt mixing plants shall limit the hours of operation to 7:00 AM to 7:00 PM.

4-05-02-03-06 *SETBACK FROM OCCUPIED STRUCTURE*

Not applicable.

4-05-02-03-07 *USE AREA SETBACK*

Vehicle use areas, material storage areas, and structures shall be setback at least one hundred (100) feet from the property boundary.

4-05-02-03-08 *ACCESS*

All temporary mixing plants shall have highway, arterial, or collector road access.

4-05-02-03-09 *DUST CONTROL*

It is the responsibility of the temporary plant operator to control dust, dirt, and any other debris from blowing from the site on to other properties.

4-05-02-03-10 *ROAD DAMAGE*

Any road damage to the roads providing access to the site of the temporary plant shall be repaired by the temporary plant operator as deemed necessary by the Director of Public Works. The Director of Public Works shall require the plant operator to post a performance bond to cover all potential repair costs.

4-05-02-03-11 *TRUCKING*

Due to the magnitude of the use, the Director of Public Works may add additional standards regarding trucking routes and the size of loads to protect the general welfare of the citizens.

4-05-02-03-12 *SIGNAGE*

All signs associated with Concrete and Asphalt Mixing Plants shall be consistent with Section 4-05-01-06. ***Adopted by the BoCC on December 13, 2010**

4-05-02-04 CONSTRUCTION SITE FENCING

4-05-02-04-01 *TEMPORARY USE PERMIT REQUIRED*

A Temporary Use Permit shall be obtained before locating any construction site fencing and shall comply with the performance criteria of Section 4-05-02-04.

4-05-02-04-02 *MAXIMUM HEIGHT*

The maximum height of construction site fencing shall be ninety-six (96) inches.

4-05-02-04-03 *FENCING MATERIAL*

Land under development may be surrounded by a chain link fence or solid wood fence.

4-05-02-04-04 *LOCATION*

Construction site fencing shall be installed within or along the property lines of the development.

4-05-02-04-05 *SIGN POSTING*

Construction site fencing shall be posted with the name and phone number of the responsible party for emergency and trespassing purposes.

4-05-02-04-06 *PERIOD OF PLACEMENT AND REMOVAL*

Construction site fencing may exist during the period of construction for the project. It shall be removed within thirty (30) days of issuance of a certificate of occupancy.

4-05-02-05 PERMISSIBLE FIREWORKS STAND/TENT**4-05-02-05-01 TEMPORARY USE PERMIT REQUIRED**

A Temporary Use Permit shall be obtained for each stand/tent before locating any permissible fireworks stand/tent and shall comply with the performance criteria of Section 4-05-02-06. Only the sale of “permissible fireworks”, as that term is defined by Colorado Revised Statutes, is permitted with temporary use permit for permissible fireworks stand/tent. Fireworks that do not meet the definition of “permissible fireworks” shall not be sold or stored at permissible fireworks stands/tents.

4-05-02-05-02 SUBMITTAL DEADLINE

All Temporary Use Permit Applications for permissible fireworks stands/tents shall be submitted no later than the last business day in May. All applications shall be complete at the time of submittal.

4-05-02-05-03 INSURANCE

The applicant shall submit to Adams County a certificate of insurance. The minimum coverage for the property damage and/or bodily injury is \$1,000,000.00.

4-05-02-05-04 MAXIMUM SIZE OF STAND/TENT

If multiple stands/tents are located on one site, all requirements of the Adams County Permissible Fireworks Stands/Tents under Section 4-05-02-06 shall be followed.

Permissible Fireworks stands/tents shall not exceed a gross floor area of eight hundred (800) square feet per stand/tent.

4-05-02-05-05 PERIOD OF OPERATION

Permissible fireworks stands/tents may be operated between June 15 and July 5.

4-05-02-05-06 DISMANTLE AND REMOVAL DATE

All stands/tents shall be dismantled and removed no later than July 15.

4-05-02-05-07 HOURS OF OPERATION

Permissible fireworks stands/tents shall limit their hours of operation to 7:00 AM to 10:00 PM.

4-05-02-05-08 *CLEAR AREA*

A clear area is a minimum area in which the permissible fireworks stand or tent shall be setback from property lines, fences, vehicles, detached firework storage, and all permitted banners. The clear area shall be measured from the supporting wall of the stand or from the anchor point of the tent.

4-05-02-05-09 *VEGETATION AND WEEDS WITHIN CLEAR AREAS*

Vegetation within the required clear areas shall be a maximum of two (2) inches above the ground with the exception of trees and shrubs.

4-05-02-05-10 *CLEAR AREAS AROUND STAND/TENT AND DETACHED PERMISSIBLE FIREWORKS STORAGE*

Front(s)	30 feet
Sides	30 feet
Rear	30 feet

4-05-02-05-11 *SEPARATION BETWEEN STANDS/TENTS AND DETACHED PERMISSIBLE FIREWORKS STORAGE*

A clear and unobstructed distance of thirty (30) feet is required between the stand/tent and detached fireworks storage.

4-05-02-05-12 *SETBACKS FROM PERMANENT BUILDINGS, FLAMMABLE LIQUIDS, AND FUEL DISPENSING OPERATIONS*

A clear and unobstructed distance of fifty (50) feet is required between the stands/tents and permanent buildings, flammable liquids, and fuel dispensing operations.

4-05-02-05-13 *EXITS*

1. Stands: Any stand measuring more than twenty-five (25) feet in length across the face shall have two (2) exits. Exit doors shall be a minimum of twenty (20) inches in width and six (6) feet in height and swing in the direction of egress. Stands with floor areas between three hundred (300) and four hundred (400) square feet must have three (3) exits.
2. Tents: All aisles within a permissible fireworks stand shall measure no less than 48 inches in width. All fireworks tents shall have at least two sides of the tent open and unobstructed for use as an exit.

4-05-02-05-14 “NO SMOKING” SIGNS

“No Smoking” signs shall be conspicuously placed both inside and outside of the stand/tent.

4-05-02-05-15 CONSTRUCTION MATERIALS

All stands/tents shall be constructed of wood, metal, fire retardant tent as approved by the Community and Economic Development Department or other approved materials. Stands shall not have wheels or tires. Combustible construction materials shall be painted with a water-based latex paint.

4-05-02-05-16 ANCHORING

All tents and stands shall be properly anchored to the ground as approved by the Community and Economic Development Department.

4-05-02-05-17 WIRING

Electrical wiring shall meet all requirements of the State of Colorado.

4-05-02-05-18 DISPENSING PERMISSIBLE FIREWORKS

A person of twenty-one (21) years of age or older shall be present on the property at all times to provide supervision. It is illegal for any person under sixteen (16) years of age to purchase or vend any permissible fireworks. All permissible fireworks stands/tents shall operate in conformance with state law.

4-05-02-05-19 DISCHARGING FIREWORKS

No fireworks shall be discharged within a three hundred (300) foot radius of a stand/tent or within one hundred (100) feet of the property line on which the stand/tent is located.

4-05-02-05-20 WHOLESALE FIREWORKS

Sale of fireworks at wholesale shall not be conducted from stands/tents or portable, moveable, or temporary metal, wood, or plastic containers.

4-05-02-05-21 PENNANTS

Strings of flags, pennants, and streamers are allowed to define the clear area or the parking area. Pennants shall not be attached to a stand or tent. Pennants shall be depicted on the site plan.

4-05-02-05-22 *SIGNAGE*

All signs associated with a Permissible Firework Tent/Stand shall be consistent with Section 4-05-01-06.

4-05-02-05-23 *TRASH*

The site shall be kept clean of trash and debris at all times. Trash dumpsters shall be utilized and located on the site during operations.

4-05-02-06 *CHILE STAND/TENT **

***Adopted by the BoCC on April 21, 2008**

4-05-02-06-01 *TEMPORARY USE PERMIT REQUIRED*

A Temporary Use Permit shall be obtained for each stand/tent before locating any chile stand/tent and shall comply with the performance criteria of Section 4-05-02-07.

4-05-02-06-02 *INSURANCE*

The applicant shall submit to Adams County a certificate of insurance. The minimum coverage for the property damage and/or bodily injury is \$400,000.00.

4-05-02-06-03 *MAXIMUM SIZE OF STAND/TENT*

If multiple stands/tents are located on one site, all requirements of the Adams County Chile Stand/Tent under Section 4-05-02-07 shall be followed.

Chile stands/tents shall not exceed a gross floor area of eight hundred (800) square feet per stand/tent.

4-05-02-06-04 *HOURS OF OPERATION*

Chile stands/tents shall limit their hours of operation to 7:00 AM to 10:00 PM.

4-05-02-06-05 *CLEAR AREAS AROUND TENT/STAND*

A clear area is a minimum area in which the chile stand or tent shall be setback from property lines, fences, vehicles, propane tanks, burners, and all permitted banners. The clear area shall be measured from the supporting wall of the stand or from the anchor point of the tent.

4-05-02-06-06 *CLEAR AREAS*

Front(s)	30 feet
Sides	30 feet
Rear	30 feet

4-05-02-06-07 *CLEAR AREAS AROUND PROPANE TANKS AND BURNERS*

A clear area is a minimum area in which the propane tanks and burners shall be setback from property lines, fences, vehicles, tents/stands, and all banners.

4-05-02-06-08 *VEGETATION AND WEEDS WITHIN CLEAR AREAS*

Vegetation within the required clear areas shall be a maximum of two (2) inches above the ground with the exception of trees and shrubs.

4-05-02-06-09 *ANCHORING*

All tents and stands shall be properly anchored to the ground as approved by the Community and Economic Development Department.

4-05-02-06-10 *WIRING*

Electrical wiring shall meet all requirements of the State of Colorado.

4-05-02-06-11 *PENNANTS*

Strings of flags, pennants, and streamers are allowed to define the clear area or the parking area. Pennants shall not be attached to a stand or tent. Pennants shall be depicted on the site plan***Adopted by the BoCC on December 13, 2010**

4-05-02-06-12 *SIGNAGE*

All signs associated with a Chile Tent/Stand shall be consistent with Section 4-05-01-06. ***Adopted by the BoCC on December 13, 2010**

4-05-02-06-13 *TRASH*

The site shall be kept clean of trash and debris at all times. Trash dumpsters shall be utilized and located on the site during operations.

4-05-02-07 **INERT FILL OPERATIONS**

4-05-02-07-01 ***TEMPORARY USE PERMIT REQUIRED***

Inert fill operations shall obtain a Temporary Use Permit. A Temporary Use Permit for inert fill may be issued for a maximum of six (6) months. ***adopted by the BoCC on December 13, 2010**

4-05-02-07-02 ***MAXIMUM FILL AREA***

No Temporary Use Permit for inert fill shall be issued if the area to be filled is greater than ten (10) acres. Any operation proposed to fill greater than ten (10) acres shall be processed as a Conditional Use Permit (see Chapter 2).

4-05-02-07-03 ***MAXIMUM AMOUNT OF FILL MATERIAL***

No Temporary Use Permit for inert fill shall be issued if the amount of material is greater than five-hundred-thousand (500,000) cubic yards. Any operation proposed to fill a site with more than five-hundred-thousand (500,000) cubic yards shall be processed as a Conditional Use Permit (see Chapter 2).

4-05-02-07-04 ***PERIOD OF OPERATION***

Temporary Use Permits for inert fill may only be issued for maximum of six (6) months. Any operation proposed to operate greater than six (6) months shall be processed as a Special Use Permit. Any operation proposed to operate greater than five (5) years shall obtain a Conditional Use Permit (see Chapter 2). ***Adopted by the BoCC on December 13, 2010**

4-05-02-07-05 ***HOURS OF OPERATION***

The inert fill operation shall limit its hours of operation from 6:00 AM to 10:00 PM, unless otherwise restricted by the Director of Community and Economic Development.

4-05-02-07-06 ***SOURCE OF MATERIAL***

The site operator shall have sole discretion of the source of fill material and shall provide details of the source material with the permit application.

4-05-02-07-07 *GROUNDWATER IMPACTS*

Fill material is not likely to contaminate ground water. ***Adopted by the BoCC on December 13, 2010**

4-05-02-07-08 *TRAFFIC/HAUL ROUTE*

The haul route for the traffic to and from the fill operation shall be provided with the permit application and may be jointly reviewed and approved by the Community and Economic Development Department.

4-05-02-07-09 *GRADING AND DRAINAGE*

The final grading and drainage plan shall be provided with the permit application and may be approved by the Community and Economic Development Department.

4-05-02-08 *TEMPORARY STRUCTURES (TENTS)**

***Adopted by the BoCC on December 13, 2010**

4-05-02-08-01 *TEMPORARY USE PERMIT REQUIRED*

A Temporary Use Permit shall be obtained for any temporary structure intended to be located on a property for up to ninety (90) days.

4-05-02-08-02 *PERIOD OF OPERATION*

Temporary Use Permits for temporary structures may only be issued for a maximum of ninety (90) days. Any structure intended to be used for more than ninety (90) days shall obtain a Special Use Permit.

4-05-02-08-03 *CODE REQUIREMENTS*

All Temporary Structures shall meet the building and fire code requirements prior to approval of any Temporary or Special Use Permit.

4-05-02-08-04 *MAXIMUM SIZE*

Temporary Structures shall not exceed a gross floor area of eight hundred (800) square feet per structure.

If multiple temporary structures are located on one site, all requirements of the Adams County Temporary Structures under Section 4-05-02-09 shall be followed.

4-05-02-08-05 *LOCATION*

The temporary structure shall be located on gravel, recycled asphalt, or paved parking lot or on agricultural land. The structure shall not block or be located within any right-of-way or public sidewalk. The structure shall not be located within any required parking spaces. The structure shall meet all zone district requirements for which the structure is located.

4-05-02-08-06 *HEIGHT*

The temporary structure shall not exceed the height limit of the zone district in which the structure is located.

4-05-02-08-07 *EXITS*

1. Stands (Wood built structures): Any stand measuring more than twenty-five (25) feet in length across the face shall have two (2) exits. Exit doors shall be a minimum of twenty (20) inches in width and six (6) feet in height and swing in the direction of egress. Stands with floor areas between three hundred (300) and four hundred (400) square feet must have three (3) exits.
2. Tents: All aisles within a tent shall measure no less than 48 inches in width. All tents shall have at least two sides of the tent open and unobstructed for use as an exit.

4-05-02-08-08 *CONSTRUCTION MATERIALS*

All temporary structures shall be constructed of wood, metal, fire retardant tent as approved by the Community and Economic Development Department or other approved materials. Stands shall not have wheels or tires. Combustible construction materials shall be painted with a water based latex paint.

4-05-02-08-09 *ANCHORING*

All temporary structures shall be properly anchored to the ground as approved by the Community and Economic Development Department.

4-05-02-08-10 *WIRING*

Electrical wiring shall meet all requirements of the State of Colorado.

4-05-02-08-11 *SIGNAGE*

All signs associated with a Temporary Structure shall be consistent with Section 4-05-01-06. ***Adopted by the BoCC on December 13, 2010**

4-05-02-09 VENDING AND PRODUCE STANDS**4-05-02-09-01 TEMPORARY USE PERMIT REQUIRED**

Vending and/or produce standards intended to be in operation shall obtain a Special Use Permit. However, vending and/or produce stands may be issued a Temporary Use Permit by the Community and Economic Development Department for a maximum of ninety-days (90) in advance of any hearing before the Board of Adjustment.

No Special Use Permit shall be required for a produce stand located on agriculturally zoned land provided the stand is an accessory use and meets the performance standards in Section 4-03-02-02-05. In addition, no Special Use Permit shall be issued if the stand, which is subject to the current permit has been erected on the subject site without a Temporary Use Permit from the Community and Economic Development Department.

4-05-02-09-02 MINIMUM LOT AREA

No vending or produce stand shall be located on a parcel of land less than four hundred (400) square feet in size.

4-05-02-09-03 LOCATION

The stand shall be located on a gravel, recycled asphalt, or paved parking lot or on agricultural land. The stand shall not block or be located within any right-of-way or public sidewalk.

4-05-02-09-04 PERIOD OF OPERATION

The stand shall operate for no more than ninety (90) days annually.

4-05-02-09-05 HOURS OF OPERATION

The stand shall limit its hours of operation to 7:00 AM to 7:00 PM.

4-05-02-09-06 SETBACKS

The setbacks for the zone district shall apply.

4-05-02-09-07 SIGNAGE

All signs associated with a Vending and Produce Stand shall be consistent with Section 4-05-01-06. ***Adopted by the BoCC on December 13, 2010**

4-05-02-09-08 *PARKING*

Parking for the stand shall not block or be located within any right-of-way or public sidewalk. At least five (5) off-road parking spaces shall be provided per two hundred (200) square feet of stand area.

4-05-02-09-09 *ACCESS*

All vending and produce stands shall have highway, arterial, or collector road access.

4-06 AGRICULTURAL USES PERFORMANCE STANDARDS

4-06-01 GENERAL PERFORMANCE STANDARDS

4-06-01-01 PURPOSE

The purpose of the following general performance standards is to address elements of planning, design, operation and maintenance to be applied to all agricultural development in Adams County. Any use specific performance standards contained in these standards and regulations shall also be applied. Where a use specific performance standard conflicts with a general performance standard, the use specific standard shall apply.

4-06-01-02 SUBSECTIONS

The following general performance standards are included in this section:

1. Fencing and Walls

The following general performance standards are located in other sections of these standards and regulations:

1. Parking (See Section 4-12)
2. Signage (See Section 4-01)
3. Landscaping (See Section ~~4-15-104-15-08~~)
4. Weeds and Offending Vegetation (See Section 4-17)
5. Site Design Considerations (See Section 4-20)
6. Operational Standards (See Section 4-13)
7. Off-Road Utility, Dumpster, Recycling, and Trash Handling Facilities (See Section 4-21)
8. Off-Premise Signs (See Section 4-15)

4-06-01-02-01 **FENCING, WALLS AND SCREENING**

4-06-01-02-01-01 ***Maximum Height***

The maximum height of fencing, walls, and screening shall be ninety-six (96) inches, which may include four (4) strands of barbed wire forming the top eighteen (18) inches. All fences and walls more than forty-two (42) inches in height require a building permit.

4-06-01-02-01-02 *Fencing Material*

Fencing consisting of only barbed wire is permitted.

4-06-01-02-01-03 *Retaining Wall*

Any retaining wall over ~~two-four~~ (24) feet in height shall require preparation by a professional engineer as a condition for a building permit, except where waived by the Director of Public Works.

4-06-01-02-01-04 *Subdivided Agricultural Zone Districts*

In addition the other standards contained in this Section, the following fence standards shall apply to subdivided agriculturally zoned lands:

1. *Maximum Fence Height:* Fifty-four (54) inches between the front setback line and a front property line.
2. *Fencing in the Front Setback:* All fencing between the front setback line and front property line greater than forty-two (42) inches shall not be screen fencing and shall adhere to sight distance requirements.
3. *External Boundary Electric Fence:* An external boundary electric fence shall require a Conditional Use Permit.

4-06-01-02-01-05 *Traffic View Obstruction*

Traffic view obstruction, as outlined in these standards and regulations, is prohibited.

4-06-01-02-01-06 *Screen Fencing*

Screen fencing is required to conceal outside storage from all adjacent road right-of-way and lesser intensity uses. Screening is not required between storage yards provided neither yard is visible from an adjacent road right-of-way. This section does not affect required landscaping along street frontages or buffering requirements contained in these regulations. In all practicable cases, the screen fencing addressed below shall be behind the required landscaping. The following criteria shall be followed in determining what form of screening is appropriate to accomplish visual buffering of outside storage yards in the County.

1. If the property is already developed and the proposed storage area is enclosed by an existing chain link fence, which has a useful life remaining, the property owner shall:
 - a. Install heavy gauge PVC or vinyl inserts.
 - b. The inserts shall achieve a minimum of ninety (90) percent opacity.
 - c. Color of the inserts is at the discretion of the applicant.

- d. If the existing fence does not have a remaining useful life, the property (or portion of the property affected) defaults to item 2.
2. If the property is not developed and is proposed for outside storage, the property owner shall conceal all outside storage with an eight foot solid wood fence or masonry wall.
3. If the property is not feasible screened by a fence from an adjacent road due to topography, the property owner shall:
 - a. Install fast growing trees (preferably a mix of coniferous and deciduous) appropriately spaced to ensure complete screening at maturity.
 - b. A chain link fence may be constructed at the discretion of the applicant, but must be placed to the interior of the screening trees.
4. All fencing shall be maintained and kept in good condition at all times. Condition of fences shall be evaluated through a review of:
 - a. Structural integrity and being functionally sound under the Uniform Building Code; and
 - b. Substantially the same condition as originally permitted or constructed.

4-06-01-02-01-07***Garbage Area Screening***

Garbage area screening shall consist of a six (6) foot high minimum screen fence.

4-06-01-02-01-08***Outdoor Storage Screening***

Outdoor storage area screening shall consist of a six (6) foot high minimum screen fence. Outdoor storage shall not be allowed above the height of the fence.

4-06-01-02-01-09***Masonry Wall***

All walls specified to be masonry fencing shall be constructed out of a brick or stone material which does not permit the contents within the fenced area to be seen from the outside.

4-06-01-02-01-10***Noise Barrier Fencing***

Where existing and proposed arterial roads or state highways traverse, or are adjacent to areas of proposed residential or commercial development the Director of Community and Economic Development may require noise barrier fencing be installed by the developer. Such fencing shall meet the minimum standards of the Colorado Department of Highways (Colorado Department of Transportation) and these standards and regulations.

4-06-01-02-01-11 *Sidewalk Maintenance*

The property owner of land abutting a constructed public right-of-way is responsible for construction and maintenance of curb, gutter, and sidewalk along the right-of-way abutting his property including snow removal for pedestrian access

4-06-01-02-01-12 *Oil and Gas Well Waiver*

Where a new home is constructed within three hundred (300) feet of an existing oil or gas well, the property owner shall submit a signed waiver acknowledging the existence of the facility.

4-06-02 PERFORMANCE STANDARDS BY USE CATEGORY

The following specific performance standards are included in this section:

1. Agricultural Support Businesses and Services (See Section 4-06-02-01 for specific requirements)
 - a. Auction Yards, With Livestock (See Section 04-06-02-01-01 for specific requirements)
 - b. Biosolids Application (See Section 04-05-02-01-02 for specific requirements)
 - c. Commercial Livestock and Poultry Confinement Operations (See Section 04-06-02-01-03 for specific requirements)
 - d. Equestrian Arena, Commercial (See Section 4-06-02-01-04 for specific requirements)
 - e. Equestrian Arena, Personal (See Section 4-06-02-01-05 for specific requirements)
 - f. Farm Machinery Sales and Services (See Section 04-06-02-01-06 for specific requirements)
 - g. Fish Hatcheries (See Section 04-06-02-01-07 for specific requirements)
 - h. Livestock and Poultry Keeping (See Section 04-06-02-01-09 for specific requirements)
 - i. Railroad Yards (See Section 04-06-02-01-10 for specific requirements)
 - j. Truck Stops (See Section 04-06-02-01-11 for specific requirements)
2. Nurseries *
3. Performance standards for residential uses, institutional uses, commercial uses and industrial uses permitted in an agricultural zone district may be found in Sections 4-07, 4-08, 4-09, and 4-10.

4-06-02-01 AGRICULTURAL SUPPORT BUSINESSES AND SERVICES**4-06-02-01-01 AUCTION YARDS, WITH LIVESTOCK**

1. *Minimum Parcel Area:* One (1) acre
2. *Location:* All auction yards shall be located at least fifty (50) feet away from any on-property occupied residential structure, fifty (50) feet from any right-of-way and five hundred (500) feet from any off-property occupied residential structure.
3. *Sale of Livestock:* Livestock sale rings are permitted. However, all livestock sale rings and yards shall be located no less than one thousand (1,000) feet from any occupied residential structure.
4. *Animal Care:* All animals shall be cared for in a humane and sanitary manner as approved by the Colorado Department of Agriculture and the State Veterinarian's Office.
5. *Manure Handling:* Manure shall be handled and disposed of in a sanitary method, approved by Tri-County Health Department.

4-06-02-01-02 BIOSOLIDS APPLICATION

1. *Biosolids Regulations:* The applier must operate in compliance with the Colorado Department of Public Health and Environment Biosolids Regulations, Reg. No. 64.
2. *Monitoring Reports:* Monitoring reports (2 copies) are required as a condition of the State Permit and shall be forwarded to the Adams County Community and Economic Development Department as they are forwarded to the Colorado Department of Public Health and Environment.
3. *Conditions of Approval:* The applier shall operate in accordance with all approved plans and required conditions of approval as stated in the permit issued by Adams County.
4. *Sewage, Sewage Sludge, and Septage:* Land applications of sewage, sewage sludge, or septage are prohibited. ***Adopted by the BoCC on December 13, 2010**

4-06-02-01-03 COMMERCIAL LIVESTOCK AND POULTRY CONFINEMENT OPERATIONS

1. *Minimum Parcel Area:* Ten (10) acres

2. *Location:* All such operations shall be located at least one hundred (100) feet away from any on-property occupied residential structure and two hundred (200) feet from any right-of-way.
3. *Setback from Residential Properties:* No new livestock or poultry confinement operation shall be permitted within one (1) mile of the lot line of a residential use except one which occurs in association with the livestock confinement operation and unless a waiver is obtained in writing from the residential property owner(s) within one (1) mile and a disclosure document is recorded against the residential property.
4. *Animal Care:* All animals shall be cared for in a humane and sanitary manner as approved by the Colorado Department of Agriculture and the State Veterinarian's Office.
5. *Grazing:* Grazing lands shall be maintained in accordance with standards and specifications outlined by the United States Department of Agriculture and the local Soil Conservation Service.
6. *Conformance with "Confined Animal Feeding Operations Control Regulations":* All Operations shall comply with the "Confined Animal Feeding Operations Control Regulations" specified by the Colorado Department of Public Health and Environment.
7. *Environmental and/or Chemical and Scientific Controls:* Environmental and/or chemical and scientific controls shall be provided as approved by Tri-County Health Department.
8. *Manure Handling:* Manure shall be handled and disposed of in a sanitary method, approved by Tri-County Health Department.
9. *Drainage Facilities:* Drainage facilities or improvements, as approved by the Tri-County Health Department, shall be constructed to protect any adjacent rivers, streams or other bodies of water.
10. *Scraping, Grading, and Cleaning:* Adequate means of scraping, grading and cleaning shall be provided at all times as approved by the Tri-County Health Department.
11. *Tabulation of Animal Unit Densities:* To determine the maximum number of animals allowed on a given property, the types, and densities of animals allowed are detailed in Section 4-21.
12. *Combination of Animals:* Any combination of allowed animals may be kept, but at no time shall the maximum number of any specific type of animal be exceeded, nor shall the total maximum number of livestock be exceeded.
13. *Animals Not Categorized:* If an animal is not listed or does not clearly fall into one of the listed animal categories, the Director of Community and Economic Development shall determine the number permitted.

4-06-02-01-04 *EQUESTRIAN ARENA, COMMERCIAL*

1. *Minimum Lot Size:* 35 acres
2. *Location:* The arena and related structures shall be located at least one hundred twenty (120) feet from any road right-of-way line.
3. *Setback from Residential Properties:* No commercial equestrian arena shall be permitted within one (1) mile of the lot line of a residentially zoned or used property unless a waiver is obtained in writing from the residential property owner(s) within one (1) mile and a disclosure document is recorded against the residential property. If a waiver cannot be obtained but every reasonable effort has been made by the applicant to receive a waiver, the applicant may apply for a Variance from the Board of Adjustment. Proof shall be submitted in the form of copies of certified mail sent to the residents affected.
4. *Development and Operating Plan:* A development and operating plan shall be submitted and approved with the Conditional Use Permit application. This plan shall include:
 - a. A site plan drawn to scale depicting activity areas, improvements, access, driveways, parking areas, and sanitary facilities;
 - b. A description of facilities for animals involved in activities on site.
 - c. The methods proposed to control dust, erosion, odor, noise, glare, waste disposal (manure, trash, etc.), and congestion;
 - d. A traffic control plan approved by Adams County;
 - e. The hours of operation;
 - f. Fees, admission, and other compensation paid or charged during activities;
 - g. The projected number of people on the property during activities;
 - h. A description of any items for sale during activities (liquor and other beverages, food, souvenirs, etc.)
 - i. Additional information as required by the Director of Community and Economic Development.

4-06-02-01-05 *EQUESTRIAN ARENA, PERSONAL*

1. *Accessory Status:* The arena shall be accessory and incidental to the ranch, farm, or home site on which it is located.
2. *Construction of Equestrian Arena, Personal:* No permit for construction of an equestrian arena, personal shall be issued prior to construction of a principal building except in the A-3 Zone District where the parcel is at least (35) thirty-five acres in size and a principal structure is already constructed.

3. *Number of Guests Permitted:* The use of the arena is limited to the family and invited guests of the farmer/rancher/home occupant but shall not exceed twenty (20) people in addition to the inhabitants of the farm/ranch/home on the property.
4. *Conditional Use Permit Required:* A Conditional Use Permit shall be required if one or more of the following occurs:
 - a. More than twenty people in addition to the inhabitants of the property attend activities.
 - b. Monetary or other compensation is collected or exchanged for admittance or participation.
 - c. Food is bought or sold on the premises.
 - d. Alcohol is bought or sold on the premises.
 - e. Livestock is brought to the site from a provider for the purpose of hosting a rodeo.
5. *No Commercial Activities:* No commercial competition or commercial entertainment, user fees, dues or other compensation are permitted.
6. *No Offensive Impacts:* The arena shall be operated in such a manner so that there is no adverse impact on surrounding properties relating to dust, erosion, odor, noise, glare, off-site illumination (more than one foot candle of illumination measured at the property line), waste disposal, traffic or parking congestion. Neither a nuisance nor noxious activity shall be conducted on the property, which is caused by the use of the property as a personal equestrian arena.

4-06-02-01-06 *FARM MACHINERY SALES AND SERVICE*

1. *Maximum Lot Coverage:* The maximum lot coverage allowed is 80%.
2. *Display Area Setback:* The display area shall be set back a minimum of fifteen (15) feet from the road right-of-way and ten (10) feet from all other property lines.
3. *Setback from Residential Zone:* Not applicable.
4. *Indoor Activities:* All repair, parts storage, and work activities shall take place within a completely enclosed structure or screen yard enclosed by a six (6) foot high solid screen fence or wall.
5. *Storage of Vehicles:* All storage of vehicles awaiting repair shall be within the enclosed structure or within a compound yard enclosed by a six (6) foot high solid screen fence or wall, except for driveway openings.

4-06-02-01-07 *FISH HATCHERIES*

1. *Minimum Parcel Area:* Five (5) acres
2. *Setback from Residential Zoning:* Not Applicable.
3. *Outdoor Activities Prohibited:* All equipment, materials and uses shall be performed or carried out entirely within an enclosed building, with the exception of fish hatching ponds.

4-06-02-01-08 *LIVESTOCK AND POULTRY KEEPING*

1. *Drinking Facilities:* Adequate overflow drainage on drinking facilities shall be provided to prevent the saturation of soil on adjacent property.
2. *New Shed Location:* Any new shed, shelter, pen or enclosure for livestock shall not be closer than one hundred (100) feet to any off-property residence or place of business and shall be setback twenty-five (25) feet from the side lot line and fifty (50) feet from the front lot line.
3. *Rodent Control:* All sheds or other shelter for livestock shall be kept reasonably free of rodents and insects and shall be kept in good repair.
4. *Drainage:* Adequate drainage facilities or improvements shall be constructed to protect any adjacent rivers, streams, or other bodies of water from pollution.
5. *Parcels Under Five (5) Acres in Size:* On parcels less than five (5) acres in size, all livestock shall be kept within a fenced area.
6. *Colorado Confined Animal Feeding Regulations:* Adherence to the Colorado Confined Animal Feeding Regulations, promulgated by the Colorado Department of Public Health and Environment, Water Quality Control Commission shall be required.
7. *Manure Removal:* All manure shall be removed periodically or incorporated into the soil on a regular basis such that the manure does not draw flies, or other insects, or cause obnoxious odors.
8. *Feed Leftovers:* Spillage and leftovers from livestock feedings must be removed or so disposed of as to prevent fly, bird, or rodent propagation, or creation of odors.
9. *Number of Animals Permitted*
 - a. *Properties Greater than thirty-five (35) Acres:* The keeping of non-commercial livestock and poultry is not regulated, unless the number of animals classify the use as a Livestock Confinement Operation.
 - b. *Properties Less than thirty-five (35) Acres:* The keeping of non-commercial livestock and poultry is allowed in accordance with Section 4-

21. The maximum number of allowable livestock per lot does not apply to young animals below weaning age, or six (6) months of age, whichever is less.

4-06-02-01-09 *RAILROAD YARDS*

1. *Minimum Site Area:* Five (5) acres.
2. *Location:* All railroad yards shall be located at least one (1) mile from a residentially zoned or used property unless a waiver is obtained in writing from the residential property owner(s) within one (1) mile and a disclosure document is recorded against the residential property. If a waiver cannot be obtained but every reasonable effort has been made by the applicant to receive a waiver, the applicant may apply for a Variance from the Board of Adjustment. Proof shall be submitted in the form of copies of certified mail sent to the residents affected.
3. *Access:* All railroad yards shall have arterial road or highway access.

4-06-02-01-10 *TRUCK STOP*

1. *Minimum Site Area:* Five (5) acres.
2. *Access:* All truck stops shall have arterial road or highway access.
3. *Pump Setbacks:* Pump islands may be located a minimum of one hundred (100) feet from all exterior property lines, and pump island canopies may project to within fifty (50) feet of property lines.
4. *Screening:* Truck stops shall be separated from residential uses or residentially zoned properties by five hundred (500) feet. The separation distance shall be measured from the lot line.
5. *Indoor Activities:* The changing of engine oil and filters; the lubrication of motor vehicle chassis; the cleaning of component parts; brake adjustment and replacement; mechanical or hand washing and detailing; front-end alignment; the sale or installation of batteries and minor automotive accessories; the sale or mounting and repair of tires; the testing, adjustment and replacement of parts, the servicing of air conditioners; the servicing of air pollution control devices; the sale of soft drinks, candy, ice and similar items.
6. *Outdoor Activities:* The dispensing of gasoline, oil, air, and water from pump islands; any testing or servicing of automobiles which necessitates a running engine; tire display; trash areas enclosed by walls; public telephones in a well lighted location, visible from the road; the sale of soft drinks, candy, ice and similar items via vending machines.
7. *Painting and Body Work Prohibited:* Painting or other body work shall be prohibited at all truck stops in agricultural zone districts.

8. *Storage:* All products and merchandise shall be stored indoors with the exception of vending machines and tire display.

4-06-02-02 NURSERIES *

1. A nursery shall consist of living materials grown and/or kept on site. A nursery shall be allowed to contain up to ten (10) percent of the approved living nursery area for hardscape materials. The living area is calculated by the placement of living landscaping (trees, shrubs, flowers, etc.) which is no more than ten (10) feet from one another, or as determined by the Director of Community and Economic Development through a site plan review. Hardscape includes but is not limited to the storage of rock, soil, mulch, and other non-living landscape materials, and equipment.
2. All commercial vehicles and/or equipment in excess of seven thousand (7,000) pounds gross vehicle weight and/or hardscape used for the nursery business shall be screened from any adjoining residentially zoned or used property with an eight (8) foot solid screen fence.
3. In all Agricultural Zone Districts no more than two (2) commercial vehicles and/or equipment in excess of seven thousand (7,000) pounds gross vehicle weight used for the nursery business shall be allowed per acre with a maximum of five (5) unless otherwise permitted through a Conditional Use Permit.

***Adopted by the BoCC on December 13, 2010**

4-07 RESIDENTIAL USES PERFORMANCE STANDARDS

4-07-01 GENERAL PERFORMANCE STANDARDS

4-07-01-01 PURPOSE

The purpose of the following general performance standards is to address elements of planning, design, operation and maintenance that shall be applied to all residential development in Adams County. Any use specific performance standards contained in these standards and regulations shall also be applied. Where a use specific performance standard conflicts with a general performance standard, the use specific standard shall apply.

4-07-01-02 SUBSECTION

The following general performance standards are included in this section:

1. Project Compatibility
2. Fencing, Walls and Screening

The following general performance standards are located in other sections of these standards and regulations:

1. Parking (See Section 4-12)
2. Signage (See Section 4-01)
3. Landscaping (See Section ~~4-15-104-15-08~~)
4. Weeds and Offending Vegetation (See Section 4-17)
5. Site Design Considerations (See Section 4-20)
6. Operational Standards (See Section 4-13)
7. Off-Road Utility, Dumpster, Recycling, and Trash Handling Facilities (See Section 4-21)

4-07-01-02-01 PROJECT COMPATIBILITY

4-07-01-02-01-01 Purpose

The purpose of this section is to ensure the physical and operational characteristics of proposed structures and uses are compatible when considered within the context of the surrounding area.

4-07-01-02-01-02 *Architectural Character*

New developments in or adjacent to existing developed areas shall be compatible with the established architectural character of such areas by using a complementary design. Compatibility shall be achieved through techniques such as the repetition of roof lines, the use of similar proportions in structure mass and outdoor spaces, similar relationships to the road, similar window and door patterns, and /or the use of building materials which have color shades and textures similar to those existing in the immediate area of the proposed development. Brick and stone masonry shall be considered compatible with wood framing and other materials.

4-07-01-02-01-03 *Structure Size, Height, Bulk, Mass, Scale*

New structures shall either be similar in size and height, or if larger, be articulated and subdivided into massing proportional to the mass and scale of other structures in the immediate vicinity.

4-07-01-02-01-04 *Structure Orientation*

To the maximum extent feasible, primary facades and entries shall face the adjacent road. Main entrances shall face a connecting walkway with a direct pedestrian connection to the road without requiring pedestrians to walk through parking lots or cross driveways.

4-07-01-02-01-05 *Building Materials*

1. *General:* Building materials shall either be similar to the materials already being used in the neighborhood or, if dissimilar materials are being proposed, other characteristics such as scale and proportions, form, architectural detailing, color and texture, shall be utilized to ensure enough similarity exists for the structure to be compatible, despite the differences in materials.
2. *Glare:* Building materials shall not create excessive glare. If highly reflective building materials are proposed, such as aluminum, unpainted metal or reflective glass, the potential for glare from such materials will be evaluated to determine whether or not the glare would create a significant adverse impact on the adjacent property owners, neighborhood or community in terms of vehicular safety, outdoor activities and enjoyment of views. If so, such materials shall not be permitted.
3. *Windows:* Mirror glass with a reflectivity or opacity of greater than sixty percent (60%) is prohibited. Windows shall be individually defined with detail elements such as frames, sills, and lintels, and placed to visually establish and define the structure stories and establish human scale and proportion.

4-07-01-02-01-06 *Front Width of Residence*

The width of the residence facing the front lot line should appear to be greater than the length of the residence parallel to the side lot line. This will be reviewed by examining whether the width of the residence, including additions to the main body such as garages, carports, utility or living rooms, is a minimum of thirty-five (35) feet in width facing the road frontage.

4-07-01-02-01-07 *Land Use Transition*

When land uses with significantly different visual character are proposed adjacent to each other and where gradual transitions are not possible or not in the best interest of the community, the proposed structure shall, to the maximum extent feasible, achieve compatibility through compliance with the standards set forth regarding scale, form, materials, and colors and adoption of operational standards including limits on hours of operation, lighting, placement of noise-generating activities and similar restrictions.

4-07-01-02-01-08 *Operational/Physical Compatibility Standards*

The following conditions may be imposed upon the approval of a Conditional Use Permit to ensure new, non-residential development will be compatible with existing neighborhoods and uses, including, but not limited to, restrictions on:

1. Hours of operations and deliveries;
2. Location of activities generating potential adverse impacts on adjacent uses such as noise and glare;
3. Placement of trash receptacles;
4. Location and screening of loading and delivery zones;
5. Light intensity and hours of full illumination; and
6. Placement and illumination of outdoor vending machines

4-07-01-02-02 *FENCING, WALLS, AND SCREENING*

4-07-01-02-02-01 *Maximum Height*

Seventy-two (72) inches, except when a residential use is adjacent to existing or proposed arterial roads or state highway. Fences bordering such roads may be uniformly built higher with approval from the Director of Community and Economic Development. All fences more than forty-two (42) inches in height require a building permit.

4-07-01-02-02-02 *Retaining Walls*

Any retaining wall over ~~two-four~~ (24) feet in height shall require plans prepared by a professional engineer as a condition for a building permit except where waived by the Director of Public Works.

4-07-01-02-02-03 *Fences on Corner Lots*

In single family and duplex zone districts, fences up to seventy-two (72) inches in height may be permitted on the common road side of corner lots where houses are back to back with the approval of the Director of Community and Economic Development.

4-07-01-02-02-04 *Prohibited Fences*

1. *Fencing Between Front Setback Line and Front Property Line:* No fence over seventy-two (72) inches in height shall be permitted between the front setback line and a front property line.
2. *Fencing in the Front Setback:* All fencing between the front setback line and front property line greater than forty-two (42) inches shall not be screen fencing and shall adhere to sight distance requirements.
3. *Barbed Wire and Electric Fences:* Barbed wire and electric fences are prohibited as an external boundary fence. Horse enclosures, where permitted, may be constructed of barbed wire or electric fence, but shall be setback from the property line a minimum of five (5) feet.

4-07-01-02-02-05 *Traffic View Obstruction*

Traffic view obstruction as outlined in these standards and regulations is prohibited.

4-07-01-02-02-06 *Fence Bottom*

The bottom of the fence shall be no more than six (6) inches above grade at any point.

4-07-01-02-02-07 *Screen Fencing*

Screen fencing is required to conceal outside storage from all adjacent road right-of-way and lesser intensity uses. Screening is not required between storage yards provided neither yard is visible from an adjacent road right-of-way. This section does not affect required landscaping along street frontages or buffering requirements contained in these regulations. In all practicable cases, the screen fencing addressed below shall be behind the required landscaping. The following

criteria shall be following in determining what form of screening is appropriate to accomplish visual buffering of outside storage yards in the County.

1. If the property is already developed and the proposed storage area is enclosed by an existing chain link fence, which has a useful life remaining, the property owner shall:
 - a. Install heavy gauge PVC or vinyl inserts.
 - b. The inserts shall achieve a minimum of ninety (90) percent opacity.
 - c. Color of the inserts is at the discretion of the applicant.
 - d. If the existing fence does not have a remaining useful life, the property (or portion of the property affected) defaults to item 2.
2. If the property is not developed and is proposed for outside storage, the property owner shall conceal all outside storage with an eight foot solid wood fence or masonry wall.
3. If the property is not feasibly screened by a fence from an adjacent road due to topography, the property owner shall:
 - a. Install fast growing trees (preferably a mix of coniferous and deciduous) appropriately spaced to ensure complete screening at maturity.
 - b. A chain link fence may be constructed at the discretion of the applicant, but must be placed to the interior of the screening trees.
4. All fencing shall be maintained and kept in good condition at all times. Condition of fences shall be evaluated through a review of:
 - a. Structural integrity and being functionally sound under the Uniform Building Code; and
 - b. Substantially the same condition as originally permitted or constructed.

4-07-01-02-02-08 *Outdoor Storage Screening*

Outdoor storage area screening shall consist of a six (6) foot high minimum screen fence. Outdoor storage shall not be allowed above the height of the fence.

4-07-01-02-02-09 *Masonry Wall*

All walls specified to be masonry fencing shall be constructed out of a brick or stone material which does not permit the contents within the fenced area to be seen from the outside.

4-07-01-02-02-10 *Noise Barrier Fencing*

Where existing and proposed arterial roads or state highways traverse, or are adjacent to areas of proposed residential development, the Director of Community

and Economic Development may require noise barrier fencing be installed by the developer. Such fencing shall meet the minimum standards of the Colorado Department of Transportation and these standards and regulations.

4-07-01-02-02-11 *Sidewalk Maintenance*

The property owner of land abutting a constructed public right-of-way is responsible for construction and maintenance of curb, gutter, and sidewalk along the right-of-way abutting his property including snow removal for pedestrian access.

4-07-01-02-02-12 *Oil and Gas Well Waiver*

Where a new home is constructed within three hundred (300) feet of an existing oil or gas well, the property owner shall submit a signed waiver acknowledging the existence of the facility.

4-07-02 PERFORMANCE STANDARDS BY USE CATEGORY

The following specific performance standards are included in this section:

1. Dwelling, Detached Single-Family
2. Dwelling, Attached Single-Family
3. Dwelling, Townhouse
4. Dwelling, Multi-Family
5. Dwelling, Manufactured Home Park
6. Dwelling, Mobile Home Park

4-07-02-01 DWELLING, DETACHED SINGLE-FAMILY

4-07-02-01-01 *MAXIMUM LOT COVERAGE*

1. *Principal Structure:* 60%
2. *Accessory Structures:* 30%
3. *Structures Combined:* 75%

4-07-02-01-02 *MANUFACTURED HOMES AS DETACHED SINGLE-FAMILY DWELLINGS*

4-07-02-01-02-01 *Manufactured Home Location Criteria.*

A single manufactured home may be used as a single-family dwelling on an individual lot in any residential zone district, which allows single-family dwellings.

4-07-02-01-02-02 *Manufactured Home Site Improvement Standards.*

A manufactured home being placed on an individual lot or parcel must comply with the following minimum site standards:

1. At the time of siting, the unit is no more than five (5) years old.
2. The unit is comprised of two (2) or more fully enclosed parallel sections not less than twelve (12) feet wide by thirty-six (36) feet long (producing a dwelling unit with a minimum of eight hundred sixty-four (864) square feet) or the minimum area permitted in the zone in which the manufactured home is to be placed, whichever is greater.
3. The unit was originally constructed with and now has a composition or wood shake or shingle, coated metal, or similar roof with a nominal pitch of 3:12.
4. The unit has exterior siding similar in appearance and quality to siding materials commonly used on conventional site-built Uniform Building Code single-family residences.
5. The unit is installed on the site by a certified manufactured home installer in accordance with the 1997 Uniform Building Code, as amended.
6. Compliance with the site plan which, drawn to scale, shows the exact footprint and exact location of the specific manufactured home to be placed on the site and the exact location of the required off-road parking spaces.
7. The off-road parking area and driveway are paved prior to occupancy.
8. Compliance with the approved landscape plan which, drawn to scale, indicates the types of plant material and their location. The minimum requirement under this subsection is a front lawn of grass. If the required landscaping cannot be completed prior to occupancy, then a bond in the amount of one hundred twenty-five percent (125%) of the cost of the landscaping, as established by a local landscaping firm, must be filed with the Director of Community and Economic Development to guarantee completion of the landscaping within one (1) planting season after the manufactured home has been placed on the site. If the landscaping has not been completed within one (1) planting season, the County may proceed against the bond to complete the landscaping.

9. During the time in which the permit application is being reviewed by County staff, the Director of Community and Economic Development shall certify, prior to placement on the site, the design of the manufactured home is compatible with the character of the neighborhood surrounding the lot or parcel upon which it is being placed, considering at a minimum the following features:
 - a. The architectural style;
 - b. The roof line;
 - c. The window placement;
 - d. The location of garages, carports or parking pads;
 - e. Front porches, if present on nearby structures; and
 - f. Landscaping, including the presence or absence of front yard fencing.
10. The tongue, axles, transporting lights, and removable towing apparatus are removed prior to occupancy.
11. The manufactured home is placed on foundation system footings, foundation system piers, foundation system plates and shims, foundation fascia and an anchoring system as defined in the 1997 Uniform Building Code, as amended, and complies with all weather and fire resistance requirements of the HUD code. The wood of the fascia is at least three (3) inches from the ground unless it is pressure-treated wood. Metal fasteners are galvanized, stainless steel, or other corrosive-resistant material. Ferrous metal members in contact with the earth, other than those, which are galvanized or stainless steel, are covered with an asphalt emulsion.
12. The manufactured home is hooked up to public water and sanitary sewer prior to occupancy, and extension of the pressure relief valve for the water heater is provided.
13. Every exit not at grade has a set of stairs, which complies with the 1997 Uniform Building Code requirements, as amended.
14. A used manufactured home has been inspected and certified by the Community and Economic Development Department prior to placement on the site to assure the unit is the one shown on the approved site plan and it complies with all requirements.
15. Title elimination shall occur within six (6) months of occupancy.
16. Placement on the site complies with all building setbacks, building coverage and height requirements of the zone district in which it is located.
17. Accessory uses for a manufactured home on an individual lot or parcel are subject to the accessory building setback requirements of the zone district

in which it is located, the provisions of the 1997 Uniform Building Code, and limited to the following:

- a. one (1) garage or one attached carport,
- b. one (1) hot tub,
- c. one (1) attached or detached storage room with an area of no more than one hundred fifty (150) square feet,
- d. one (1) swimming pool,
- e. decks provided they do not encroach into required yards or exceed forty-two (42) inches in height, in the required front yard,
- f. one (1) gazebo.

4-07-02-01-03 *LANDSCAPING*

1. *Front and Side Setbacks:* The entire front and side setbacks shall be landscaped, except for driveways.
2. *Back Yard Setback:* A minimum thirty percent (30%) of the back yard shall be landscaped.
3. *Required Ground Cover:* A minimum of thirty percent (30%) of the required front and side landscape area must be covered by living ground material, such as low growing ground cover, shrubs, or grass, within one (1) year following occupancy and thereafter. If the required landscaping cannot be completed prior to occupancy, then a bond in the amount of one-hundred-twenty-five percent (125%) of the cost of the landscaping, as established by a local landscaping firm, must be filed with the Director of Community and Economic Development to guarantee completion of the landscaping within one (1) planting season after occupancy. If the landscaping has not been completed within one (1) planting season, the County may proceed against the bond to complete the landscaping. Single-family residential uses in eastern Adams County are not required to install landscaping or automatic irrigation systems.
4. *Required Trees and Shrubs:* A minimum of one (1) large tree and five (5) shrubs, or two (2) ornamental trees and five (5) shrubs, shall be required for each lot. Evergreens shall be considered ornamental.
5. *Minimum Size Requirements:* Minimum size requirements for trees and shrubs shall be:

<i>Plant Type</i>	<i>Maturity Height</i>	<i>Minimum Plant Size at Planting</i>
Ornamentals	Less than 20'	1" to 1-1/2"
Large Deciduous	Over 20'	2" to 2-1/2"
Evergreens (Sm.)	Less than 20'	5' tall
Evergreens (Lg.)	Over 20'	6' tall
Low Shrubs	1' to 3'	5 gallon
Upright Shrubs	3' to 10'	5 gallon

4-07-02-01-04 HOUSING MODEL VARIETY

Any development with one hundred (100) or more single-family dwelling units shall have at least four (4) different types of housing models. Any development between three (3) and one hundred (100) single-family dwelling units shall have at least three (3) different types of housing models.

4-07-02-01-05 DISTINGUISHING CHARACTERISTICS OF HOUSING MODELS

Each housing model shall have at least three (3) characteristics which clearly distinguish it from the other housing models, including different floor plans, exterior materials, roof lines, garage placement, placement of the footprint on the lot, and/or building face.

4-07-02-01-06 GARAGE DOORS

Garage doors shall not comprise more than fifty percent (50%) of the ground floor road-facing linear building frontage. Corner lots are exempt from this standard.

4-07-02-02 DWELLING, ATTACHED SINGLE-FAMILY**4-07-02-02-01 MAXIMUM LOT COVERAGE**

1. *Principal Structure:* 70%
2. *Accessory Structures:* 25%
3. *Structures Combined:* 80%

4-07-02-02-02 LANDSCAPING

1. *Front and Side Setbacks:* The entire front and side setbacks shall be landscaped, except for driveways.
2. *Back Yard Setback:* A minimum of thirty percent (30%) of the back yard shall be landscaped.

3. *Required Ground Cover:* A minimum of thirty percent (30%) of the required front and side landscape area must be covered by living ground material, such as low growing ground cover, shrubs, or grass, within one (1) year following occupancy and thereafter. If the required landscaping cannot be completed prior to occupancy, then a bond in the amount of one-hundred-twenty-five percent (125%) of the cost of the landscaping, as established by a local landscaping firm, must be filed with the Director of Community and Economic Development to guarantee completion of the landscaping within one (1) planting season after occupancy. If the landscaping has not been completed within one (1) planting season, the County may proceed against the bond to complete the landscaping.
4. *Required Trees and Shrubs:* A minimum of one (1) large tree and five (5) shrubs, or two (2) ornamental trees and five (5) shrubs, shall be required for each lot. Evergreens shall be considered ornamental.
5. *Minimum Size Requirements:* Minimum size requirements for trees and shrubs shall be:

<i>Plant Type</i>	<i>Maturity Height</i>	<i>Minimum Plant Size at Planting</i>
Ornamentals	Less than 20'	1" to 1-1/2"
Large Deciduous	Over 20'	2" to 2-1/2"
Evergreens (Sm.)	Less than 20'	5' tall
Evergreens (Lg.)	Over 20'	6' tall
Low Shrubs	1' to 3'	5 gallon
Upright Shrubs	3' to 10'	5 gallon

4-07-02-02-03 *HOUSING MODEL VARIETY*

Any development with one hundred (100) or more single-family dwelling units shall have at least four (4) different types of housing models. Any development between three (3) and one hundred (100) single-family dwelling units shall have at least three (3) different types of housing models.

4-07-02-02-04 *DISTINGUISHING CHARACTERISTICS OF HOUSING MODELS*

Each housing model shall have at least three (3) characteristics which clearly distinguish it from the other housing models, including different floor plans, exterior materials, roof lines, garage placement, placement of the footprint on the lot, and/or building face.

4-07-02-03 DWELLING, TOWNHOUSE**4-07-02-03-01 SITE COVERAGE**

1. *Principal and Accessory Structures*: Maximum 30%
2. *Paved Area (Driveways)*: Maximum 30%
3. *Open Space (Common and/or Public)*: Minimum 40%

4-07-02-03-02 LANDSCAPING

1. *Minimum Landscaped Area*: Not less than 30% of the site area shall be landscaped.
2. *Required Ground Cover*: A minimum of one-third (1/3) of the required landscape area must be covered by living ground material within one (1) year following occupancy and thereafter. If the required landscaping cannot be completed prior to occupancy, then a bond in the amount of one hundred twenty-five percent (125%) of the cost of the landscaping, as established by a local landscaping firm, must be filed with the Director of Community and Economic Development to guarantee completion of the landscaping within one (1) planting season after occupancy. If the landscaping has not been completed within one (1) planting season, the County may proceed against the bond to complete the landscaping.
3. *Required Trees and Shrubs*: A minimum of one (1) large tree and two (2) shrubs, or two (2) ornamental trees and two (2) shrubs, shall be required for each increment of fifteen hundred (1,500) square feet in western Adams County and three thousand (3,000) square feet in eastern Adams County.
4. *Parking Lot Landscaping*: All parking lots which consist of thirty (30) spaces or more must be designed to include landscaped islands between rows. This landscaping shall be credited toward the total landscaped area required.
5. *Required Tree Mix*: The selection of trees shall be a mix of large deciduous (30% - 70%) and ornamental (30% - 70%) trees. Evergreens shall be considered ornamental.
6. *Minimum Size Requirements*: Minimum size requirements for trees and shrubs shall be:

<i>Plant Type</i>	<i>Maturity Height</i>	<i>Minimum Plant Size at Planting</i>
Ornamentals	Less than 20'	1" to 1-1/2"
Large Deciduous	Over 20'	2" to 2-1/2"
Evergreens (Sm.)	Less than 20'	5' tall
Evergreens (Lg.)	Over 20'	6' tall
Low Shrubs	1' to 3'	5 gallon
Upright Shrubs	3' to 10'	5 gallon

7. *Irrigation System Required:* A fully automatic irrigation system is required.

4-07-02-03-03 *STRUCTURE SITING*

Structures shall be organized on the site in a clustered, efficient manner. There shall be a continuity of design in structure groupings. In larger projects, the unit type shall vary between groupings. Structures should be grouped in such a way to provide visual interest.

4-07-02-03-04 *UTILITY SCREENING*

Group transformers with utility meters shall be used where possible. Utility appurtenances, including telephone pedestals, utility meters, irrigation system backflow preventers, transformers, and other similar utilities may be screened from adjacent properties, parking areas, public roads and pedestrian walkways where it is technically feasible.

4-07-02-04 *DWELLING, MULTI-FAMILY*

4-07-02-04-01 *MINIMUM UNIT SIZE*

Each apartment or condominium shall have a minimum of floor area as stated below:

- a. *Efficiency:* Four-hundred-fifty (450) square feet
- b. *One Bedroom:* Six hundred (600) square feet
- c. *Two Bedroom:* Seven-hundred-fifty (750) square feet
- d. *Three Bedroom:* Nine hundred (900) square feet
- e. *Four Bedroom:* One thousand (1,000) square feet

4-07-02-04-02 *SITE COVERAGE*

1. Apartment/Condominium Developments

- a. *Principal and Accessory Structures*: Maximum 40%
 - b. *Paved Area (including Driveways)*: Maximum 30%
 - c. *Open Space (Common and/or Public)*: Minimum 30%
2. Triplex and Fourplex Developments
- a. *Principal and Accessory Structures*: Maximum 50%
 - b. *Paved Area (Driveways)*: Maximum 20%
 - c. *Open Space (Common and/or Public)*: Minimum 30%

4-07-02-04-03 **LANDSCAPING**

1. *Minimum Landscaped Area*: Not less than thirty percent (30%) of the site area shall be landscaped.
2. *Required Ground Material*: A minimum of one-third (1/3) of the required landscape area must be covered by living ground material within one (1) year following occupancy and thereafter. If the required landscaping cannot be completed prior to occupancy, then a bond in the amount of one hundred twenty-five percent (125%) of the cost of the landscaping, as established by a local landscaping firm, must be filed with the Director of Community and Economic Development to guarantee completion of the landscaping within one (1) planting season after occupancy. If the landscaping has not been completed within one (1) planting season, the County may proceed against the bond to complete the landscaping.
3. *Required Trees and Shrubs*: A minimum of one (1) large tree and two (2) shrubs, or two (2) ornamental trees and two (2) shrubs, shall be required for each increment of fifteen hundred (1,500) square feet in western Adams County and three thousand (3,000) square feet in eastern Adams County.
4. *Parking Lot Landscaping*: All parking lots which consist of thirty (30) spaces or more must be designed to include landscaped islands between rows. This landscaping shall be credited toward the total landscaped area required.
5. *Required Tree Mix*: The selection of trees shall be a mix of large deciduous (10% - 50%) and ornamental (10% - 50%). Evergreens shall be considered ornamental.
6. Minimum size requirements for trees and shrubs shall be:

<i>Plant Type</i>	<i>Maturity Height</i>	<i>Minimum Plant Size at Planting</i>
Ornamentals	Less than 20'	1" to 1-1/2"
Large Deciduous	Over 20'	2" to 2-1/2"
Evergreens (Sm.)	Less than 20'	5' tall
Evergreens (Lg.)	Over 20'	6' tall

Low Shrubs	1' to 3'	5 gallon
Upright Shrubs	3' to 10'	5 gallon

7. *Irrigation System Required:* A fully automatic irrigation system is required.

4-07-02-04-04 *OPEN SPACE*

1. *Pedestrian Inclusion:* Open space may include pedestrian pavements and plazas, and any parking lot island greater than four hundred (400) square feet in size.
2. *Active Recreation Areas:* Active recreation areas shall be located where light and noise will not adversely impact adjacent properties.
3. *Coordination with Adjacent Properties:* Open space and trail design shall be coordinated with adjacent properties.

4-07-02-04-05 *BICYCLE PARKING*

Bicycle parking shall be provided for all multi-family development. Bicycle parking areas shall be located near structure entries, but shall not encroach into pedestrian walkways.

4-07-02-04-06 *STRUCTURE SITING*

Structures shall be organized on the site in a clustered, efficient manner. There shall be a continuity of design in structure groupings. In larger projects, the unit type shall vary between groupings. Structures should be grouped in such a way to provide visual interest.

4-07-02-04-07 *UTILITY SCREENING*

Group transformers with utility meters shall be used where possible. Utility appurtenances, including telephone pedestals, utility meters, irrigation system backflow preventers, transformers, and other similar utilities may be screened from adjacent properties, parking areas, public roads and pedestrian walkways where it is technically feasible.

4-07-02-05 *DWELLING, MANUFACTURED HOME PARK*

4-07-02-05-01 *PURPOSE*

The manufactured home parks and manufactured home subdivisions performance and design standards are intended primarily to accommodate planned manufactured home developments in a desirable residential environment thereby providing a greater range and choice of housing types.

These developments are intended to accommodate individual manufactured homes either on their own individual plot of ground within a subdivision, or within a planned-unit manufactured home park on a condominium lot sale basis or lot rental or lease basis so the park remains in one ownership to comply with the conditions of development.

4-07-02-05-02 *ESTABLISHMENT*

Manufactured home parks may be allowed in most residential zone districts by conditional use permit after a public hearing and examination of the development plans and the location thereof. A manufactured home park will only be allowed after finding it complies with the development standards of this section and the zone district in which it may be located, will not be unduly detrimental to surrounding properties, and will be reasonably compatible with the development or potential development of adjoining land.

The Board of County Commissioners may impose reasonable conditions necessary to protect surrounding properties. It is the intent to permit manufactured home parks under appropriate conditions and at locations within the County where they are reasonably compatible with existing and potential development of the properties in the vicinity. Sites selected should be such they can be developed in accordance with this code. Manufactured home parks should have adequate road access and utility services, including acceptable water and sewer services, and should provide the usual residential amenities of a planned unit development. Camping or recreational vehicles and/or trailers are not intended as dwellings in a manufactured home park, but may be permitted within areas of the park designed to meet the recreational vehicle park and campground standards, as permitted by this Section 4-07-02-05 subject to Conditional Use Permit approval.

4-07-02-05-03 *REQUIREMENTS*

The following conditions and restrictions shall apply to all manufactured home parks:

1. A park must have a minimum area of ten (10) acres and be located where ample road access and utility services are available.
2. At least fifteen (15%) percent of the gross site area must be in open space or recreational areas available for use by all residents. Parking, driving and setback areas and small areas less than five thousand (5,000) square feet in area do not count in the required open space.
3. The density may not exceed seven (7) manufactured homes per gross acre nor shall the overall density exceed the density permitted within the zone district in which the park will be located.

4. A twenty (20) foot strip around the boundary must be landscaped to provide a visual screen. All open spaces and other unimproved areas must be suitably landscaped. All landscaping must be maintained and furnished with an automatic sprinkler system.
5. All manufactured homes, and extensions thereof, accessory structures and other buildings must be set back:
 - a. twenty (20) feet from the boundary of the park;
 - b. twenty (20) feet from a public way;
 - c. ten (10) feet from a private interior drive, walking or parking area; and
 - d. sixteen (16) feet from any other manufactured home.
6. One (1) freestanding identification sign may be erected along each major approach to the park so long as such sign:
 - a. does not exceed an area of fifteen (15) square feet;
 - b. does not exceed eight (8) feet in height;
 - c. sets back from the road at least eighteen (18) feet; and
 - d. is of low-intensity illumination and not flashing or animated.
7. Public roads to be dedicated must comply with the County's current specifications and standards. Private roads must be improved to the extent and in the manner acceptable to the Director of Public Works. Minimum paving widths for private roads are:
 - a. thirty-six (36) feet for entrances and all drives with guest parking on both sides;
 - b. twenty-nine (29) feet for two-way drives with parking on one side;
 - c. twenty-two (22) feet for two-way drives with no parking; and
 - d. eleven (11) feet for one-way drives with no parking.
8. Paved off-road parking must be provided at the ratio of two (2) spaces per manufactured home. At least one (1) space must be at the manufactured home space. Other spaces may be in a common parking area so long as each space is within two hundred (200) feet of the manufactured home space to which it relates. No space shall be located closer than eight (8) feet from any road. One (1) guest parking space shall be provided for each (8) manufactured homes in a common parking area.
9. Maps showing location of all parking spaces, buildable areas, and accessory commercial buildings and common buildings, and for all common open areas, shall be included with and made a part of the Conditional Use Permit approval.

10. The area for buildings, structures, manufactured homes, and accessory buildings shall be shown on a map for each site and hereafter called buildable areas. The maximum length and width of any manufactured home shall be shown on the map for each buildable area.
11. No manufactured home or accessory building may be located in any area in excess of the buildable areas indicated on the map.
12. All manufactured home parks shall be provided with safe, convenient paved vehicular access from abutting roads to each manufactured home space.
13. A manufactured home development shall have two (2) separated direct connections to public roads and shall be designed to allow free movement of traffic on such adjacent roads. Access to a manufactured home development shall not be through a residential area to reach a collector route.
14. No manufactured home site shall have direct frontage on a public road outside of the manufactured home park boundaries.
15. A manufactured home park shall have a minimum of one hundred (100) feet of frontage on a public road.
16. Each manufactured home space shall comply with the following:
 - a. The limits of each manufactured home space shall be marked on the ground by suitable means. Location space limits on the ground shall be the same as shown on the required map.
 - b. The manufactured home space shall be improved to provide adequate support for the placement and tie-down of the manufactured home.
 - c. Each manufactured home space shall be provided with an outdoor living and service area. Such area shall be improved as necessary to assure reasonable privacy and comfort. The minimum area shall not be less than three hundred (300) square feet with at least one dimension of fifteen (15) feet. This area shall not be a part of the buildable area. The minimum area within each manufactured home space shall be four thousand (4000) square feet and the minimum space width shall be forty (40) feet.
17. Solid waste collection stands shall be provided for all waste containers. Such stands shall be so designed as to prevent containers from being tipped and minimize spillage and container deterioration and to facilitate cleaning of the area. Solid waste collection stands shall be screened adequately from view.
18. Storage areas shall be provided for the storage of boats, campers, utility trailers and extra vehicles at the following ratio: Three hundred (300) square feet for each four (4) manufactured home spaces. Each storage area shall be enclosed with a chain link or comparable fence six (6) feet in height and shall be screened from exterior view.

19. A properly designed manufactured home park located on a major highway or primary or secondary arterial County road may be designed to utilize a maximum of ten (10) percent of the manufactured home park site to accommodate travel trailers or similar recreational vehicles in accordance with standards for Recreational Vehicle Parks and Campgrounds.
20. All manufactured home parks shall be screened from any adjacent non-manufactured home park or public road with a masonry wall, adequate plantings, or solid material fence of six (6) feet in height.
21. There must be a paved system of walkways, which gives safe and convenient access to every manufactured home and all common facilities.
22. The park must be supplied by central water for domestic use and for fire protection satisfactory to the applicable fire district.
23. The park and each manufactured home must be connected to the central sanitary sewer system or some other system approved by the Director of Community and Economic Development and Tri-County Health Department. Individual sewage disposal systems are prohibited from serving manufactured home parks.
24. There must be a storm sewer system and drainage plan satisfactory to the Director of Community and Economic Development.
25. Utilities (distribution lines within subdivisions) must be underground. High voltage transmission lines are not required to be placed underground.
26. Each manufactured home must be securely installed upon a stand and must be skirted to conceal the undercarriage.
27. At least one-third of the manufactured home spaces in the park must be graded and served with utilities and roads before any units may be located on the site and every unit must be connected with the water and sewer systems before occupancy.
28. The following are allowed in a manufactured home park:
 - a. Manufactured homes, either on individual owned plots of ground, on a condominium basis, or on leased lots;
 - b. Accessory buildings, such as laundry, grounds maintenance shop, recreation, restroom and swimming pool; and
 - c. Those uses permitted in the C-1 zone, not including service stations intended to serve park residents and invited guests, so long as the aggregate floor area of such uses does not exceed the ratio of ten (10) square feet for every manufactured home. All commercial uses shall be approved within the Conditional Use Permit.

4-07-02-05-04 *PLATTING*

A manufactured home park may be platted in accordance with the requirements for plats as provided for in the subdivision standards and regulations, remaining subject to the terms of the Conditional Use Permit. Any manufactured home development involving a subdivision of land into separately owned parcels or lots must be platted as provided in the subdivision standards and regulations. A manufactured home subdivision is subject to all of the requirements of the zone district in which it is located. Lots may be platted within a manufactured home park. All platted lots shall meet the following minimum dimensional requirements:

1. The minimum lot area is seven thousand (7,000) square feet; and
2. The minimum lot width is sixty-five (65) feet.

4-07-02-05-05 *CERTIFICATION*

All manufactured housing shall be certified pursuant to the "National Manufactured Housing Construction and Safety Standards Act of 1974", 42 U. S. C. 5401 et. seq., as amended. Certification shall be demonstrated by a HUD label affixed to the home with a 3 (three) letter identifier (identifying the inspection agency), and 6 (six) digit HUD number. In the alternative the Director of Community and Economic Development Department may approve the equivalent data sheet for the home provided it is identical to the requirements for the State of Colorado or Adams County.

4-07-02-06 *DWELLING, MOBILE HOME PARK***4-07-02-06-01 *NO NEW MOBILE HOME PARKS***

No new mobile home parks shall be permitted, except in the MH Zone District. Existing mobile home parks may be expanded and modified subject to a Conditional Use Permit where permitted and in accordance with these standards and regulations.

4-07-02-06-02 *CONDITIONAL USE PERMIT REQUIRED*

A conditional use permit shall be required for all expansions or modifications to existing mobile home parks.

4-07-02-06-03 *MINIMUM MOBILE HOME SIZE*

The minimum unit size of any new or replacement mobile home shall be six hundred (600) square feet.

4-07-02-06-04 *LANDSCAPING*

A landscaping plan shall be submitted for review and approval. The setbacks of the development and any other area not covered by mobile homes, driveways, ingress and egress, or other structures, shall be landscaped.

4-07-02-06-05 *OTHER STANDARDS*

Mobile home parks shall meet all design and performance requirements contained in Section 4-07-02-05 for manufactured home parks except a mobile home park shall not be required to meet the minimum area or certification requirements for manufactured home parks. Variations may be permitted as part of the conditional use permit approval where the requirement would unreasonably restrict the improvement or expansion of the mobile home park. The standards shall only be applicable to those areas of a park being modified or expanded. Areas of an existing mobile home park which are not being modified shall not be required to comply with the standards contained in Section 4-07-02-05.

4-08 INSTITUTIONAL USES PERFORMANCE STANDARDS**4-08-01 GENERAL PERFORMANCE STANDARDS****4-08-01-01 PURPOSE**

The purpose of the following general performance standards is to address elements of planning, design, operation and maintenance that shall be applied to all institutional development in Adams County. Any use specific performance standards contained in these standards and regulations shall also be applied. Where a use specific performance standard conflicts with a general performance standard, the use specific standard shall apply.

4-08-01-02 SUBSECTIONS

The following general performance standards are included in this section:

1. Project Compatibility
2. Fencing, Walls and Screening

The following general performance standards are located in other sections of these standards and regulations:

1. Parking (See Section 4-12)
2. Signage (See Section 4-01)
3. Landscaping (See Section ~~4-15-104-15-08~~)
4. Weeds and Offending Vegetation (See Section 4-17)
5. Site Design Considerations (See Section 4-20)
6. Operational Standards (See Section 4-13)
7. Off-Road Utility, Dumpster, Recycling, and Trash Handling Facilities (See Section 4-21)
8. Off-Premise Signs (See Section 4-15)

4-08-01-02-01 *PROJECT COMPATIBILITY*

4-08-01-02-01-01 *Purpose*

The purpose of this section is to ensure the physical and operational characteristics of proposed structures and uses are compatible when considered within the context of the surrounding area.

4-08-01-02-01-02 *Architectural Character*

New developments in or adjacent to existing developed areas shall be compatible with the established architectural character of such areas by using a complementary design. Compatibility shall be achieved through techniques such as the repetition of roof lines, the use of similar proportions in structure mass and outdoor spaces, similar relationships to the road, similar window and door patterns, and/or the use of building materials with color shades and textures similar to those existing in the immediate area of the proposed development. Brick and stone masonry shall be considered compatible with wood framing and other materials.

4-08-01-02-01-03 *Structure Size, Height, Bulk, Mass, Scale*

New structures shall either be similar in size and height, or if larger, be articulated and subdivided into massing proportional to the mass and scale of other structures in the immediate vicinity.

4-08-01-02-01-04 *Structure Orientation*

To the maximum extent feasible, primary facades and entries shall face the adjacent road. Main entrances shall face a connecting walkway with a direct pedestrian connection to the road without requiring pedestrians to walk through parking lots or cross driveways.

4-08-01-02-01-05 *Building Materials*

1. *General:* Building materials shall either be similar to the materials already being used in the immediate area or, if dissimilar materials are being proposed, other characteristics such as scale and proportions, form, architectural detailing, color and texture, shall be utilized to ensure enough similarity exists for the structure to be compatible, despite the differences in materials.
2. *Glare:* Building materials shall not create excessive glare. If highly reflective building materials are proposed, such as aluminum, unpainted metal or reflective glass, the potential for glare from such materials will be evaluated to determine whether or not the glare would create a significant

adverse impact on the adjacent property owners, neighborhood or community in terms of vehicular safety, outdoor activities and enjoyment of views. If so, such materials shall not be permitted.

3. *Windows*: Mirror glass with a reflectivity or opacity of greater than sixty percent (60%) is prohibited. Clear glass shall be used for institutional front windows or doors. Windows shall be individually defined with detail elements such as frames, sills, and lintels, and placed to visually establish and define the structure stories and establish human scale and proportion.

4-08-01-02-01-06

Land Use Transition

When land uses with significantly different visual character are proposed adjacent to each other and where gradual transitions are not possible or not in the best interest of the community, the proposed structure shall, to the maximum extent feasible, achieve compatibility through compliance with the standards set forth in this Section regarding scale, form, materials, and colors and adoption of operational standards including limits on hours of operation, lighting, placement of noise-generating activities and similar restrictions.

4-08-01-02-01-07

Operational/Physical Compatibility Standards

The following conditions may be imposed upon the approval of development applications to ensure new development will be compatible with existing neighborhoods and uses, including, but not limited to, restrictions on:

1. Hours of operations and deliveries
2. Location of activities generating potential adverse impacts on adjacent uses such as noise and glare
3. Placement of trash receptacles
4. Location and screening of loading and delivery zones
5. Light intensity and hours of full illumination
6. Placement and illumination of outdoor vending machines

4-08-01-02-02

FENCING, WALLS, AND SCREENING

4-08-01-02-02-01

Maximum Height

The maximum height of fencing, walls, or screening shall be ninety-six (96) inches, which shall include no more than four (4) strands of barbed wire forming the top eighteen (18) inches or less of the fence, placed at a forty-five (45) degree angle.

4-08-01-02-02-02 *Fence Bottom*

The bottom of the fence shall be no more than six (6) inches above grade at any point.

4-08-01-02-02-03 *Electric and Barbed Wire Fencing Prohibited*

Electric fencing and fencing consisting only of barbed wire are prohibited as an external boundary fence.

4-08-01-02-02-04 *Screen Fencing*

Screen fencing is required to conceal outside storage from all adjacent road right-of-way and lesser intensity uses. Screening is not required between storage yards provided neither yard is visible from an adjacent road right-of-way. This section does not affect required landscaping along street frontages or buffering requirements contained in these regulations. In all practicable cases, the screen fencing addressed below shall be behind the required landscaping. The following criteria shall be followed in determining what form of screening is appropriate to accomplish visual buffering of outside storage yards in the County.

1. If the property is already developed and the proposed storage area is enclosed by an existing chain link fence, which has a useful life remaining, the property owner shall:
 - a. Install heavy gauge PVC or vinyl inserts.
 - b. The inserts shall achieve a minimum of ninety (90) percent opacity.
 - c. Color of the inserts is at the discretion of the applicant.
 - d. If the existing fence does not have a remaining useful life, the property (or portion of the property affected) defaults to item 2.
2. If the property is not developed and is proposed for outside storage, the property owner shall conceal all outside storage with an eight foot solid wood fence or masonry wall.
3. If the property is not feasibly screened by a fence from an adjacent road due to topography, the property owner shall:
 - a. Install fast growing trees (preferably a mix of coniferous and deciduous) appropriately spaced to ensure complete screening at maturity.
 - b. A chain link fence may be constructed at the discretion of the applicant, but must be placed to the interior of the screening trees.
4. All fencing shall be maintained and kept in good condition at all times. Condition of fences shall be evaluated through a review of:
 - a. Structural integrity and being functionally sound under the Uniform Building Code; and

- b. Substantially the same condition as originally permitted or constructed.

4-08-01-02-02-05 *Garbage Area Screening*

Garbage area screening shall consist of a six (6) foot high minimum screen fence.

4-08-01-02-02-06 *Outdoor Storage Screening*

Outdoor storage area screening shall consist of a six (6) foot high minimum screen fence. Outdoor storage shall be not allowed above the height of the fence.

4-08-01-02-02-07 *Masonry Wall*

All walls specified to be masonry shall be solid and constructed out of a brick or stone material. The wall shall not permit the contents within the wall to be seen from the outside.

4-08-01-02-02-08 *Noise Barrier Fencing*

Where existing and proposed arterial roads or state highways traverse, or are adjacent to areas of proposed commercial development, the Director of Community and Economic Development may require noise barrier fencing be installed by the developer. Such fencing shall meet the minimum standards of the Colorado Department of Transportation and these standards and regulations.

4-08-01-02-02-09 *Retaining Walls*

Any retaining wall over ~~two-four~~ (42) feet in height shall require plans prepared by a professional engineer as a condition for a building permit except where waived by the Director of Public Works.

4-08-01-02-02-10 *Traffic View Obstruction*

Traffic view obstruction as outlined in these standards and regulations by any fence, wall or screen is prohibited.

4-08-01-02-02-11 *Sidewalk Maintenance*

The property owner of land abutting a constructed public right-of-way is responsible for construction and maintenance of curb, gutter, and sidewalk along the right-of-way abutting his property including snow removal for pedestrian access.

4-08-02 PERFORMANCE STANDARDS BY USE CATEGORY

The following general performance standards are included in this section:

1. Crematory/Crematorium ***Adopted by the BoCC on December 13, 2010**
2. Institutional Residential
3. Halfway House ***Adopted by the BoCC on December 13, 2010**
4. Neighborhood Indoor Uses
 - a. Day Care Centers
 - b. Elementary and Secondary Schools
5. Outdoor Public Uses
 - a. Cemeteries
 - b. Picnic, Parks and Playgrounds
 - c. Swimming Pools, Public
6. Places of Worship
7. Public Services
 - a. Fire Stations
 - b. Police Stations and Post Offices
 - c. Utility Substations

4-08-02-01 CREMATORY/CREMATORIUM *

1. All structures used in conjunction with a crematorium shall be setback a minimum of twenty-five (25) feet from all property lines unless required to be greater by the Zone District.

***Adopted by the BoCC on December 13, 2010**

4-08-02-02 INSTITUTIONAL RESIDENTIAL

All institutional residential uses shall meet the following standards:

1. *Location:* No institutional residential facility shall be located within five hundred (500) feet of any other institutional residential facility.
2. *New Construction in Residential Area:* Any new construction allowed in a residential zone district for the operation of a group living facility shall substantially resemble a conventional single-family dwelling.

3. *No Administrative Activities on Premises:* No administrative activities of any private or public organization or agency shall be conducted on the premises of the group living facility.
4. *Residential Suites and Assisted Living Units:* Residential suites and assisted living units shall provide bathrooms but shall not provide cooking facilities.
5. *Density:* Residential suites and assisted living units shall be constructed at the same density as the density in the applicable zone district. If the group home has on-site common use dining, recreation, health care, or a convalescent center, the density for any associated multi-family units shall not exceed two (2) times the allowed multi-family base density for the zone district.
6. *Screened Parking:* Off-road parking for the guests shall be screened with landscaping meeting the requirements of a Type C Bufferyard (See Section [4-16-06](#)).
7. *Outdoor Storage:* Accessory outdoor storage is prohibited. All facilities for storage of supplies shall be located within a building.
8. *Garbage Storage:* Any garbage storage area located outside shall be screened from public view in accordance with Section 4-08-01-02-02-05 of these standards and regulations.
9. *Drop-Off/Pick-Up Areas:* All institutional residential uses shall provide an off-road drop-off/pick-up area for patrons or clients. The area shall be provided at a rate of one (1) space per eight (8) individuals. The spaces shall be signed as loading areas and at least ten (10) by twenty (24) feet in area. All drop-off/pick-up areas shall be approved by the Director of Community and Economic Development.

4-08-02-03 **HALFWAY HOUSE ***

***Adopted by the BoCC on December 13, 2010**

****Amended by the BoCC on January 7, 2013**

All halfway house uses shall meet the following standards:

1. *Licensing:* Halfway houses must be properly licensed by the State of Colorado.
2. *Location:* No halfway house shall be located within five hundred (500) feet of any other halfway house. Halfway houses shall be located within one (1) mile of an RTD bus or rail stop. The method of measurement shall be from property line a point roughly in the center of the bus or rail stop. Setbacks shall be established as of the date of application.
3. *Outdoor Storage:* Accessory outdoor storage is prohibited. All facilities for storage of supplies shall be located within a building.

4. *Garbage Storage:* Any garbage storage area located outside shall be screened from public view in accordance with Section 4-08-01-02-02-05 of these standards and regulations.
5. *Drop-Off/Pick-Up Areas:* All halfway houses shall provide an off-road drop-off/pick-up area for patrons or clients. The area shall be provided at a rate of one (1) space per eight (8) individuals. The spaces shall be signed as loading areas and at least ten (10) by twenty (24) feet in area. All drop-off/pick-up areas shall be approved by the Director of Community and Economic Development.
6. *Setbacks:* Halfway Houses shall be set back a minimum of one-thousand five hundred (1,500) feet from schools (pre-K through grade 12), residentially zoned property, residentially used property, and 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). The method of measurement shall be from property line to property line. Setbacks shall be established as of the date of application.
7. *Waiver from Residential Setback:* No halfway house shall be located within 1,500 of a residentially zoned or used property unless a waiver is obtained in writing from the residential property owner(s) within 1,500 feet and a disclosure document is recorded against the property. If a waiver cannot be obtained, the applicant may not proceed with a Conditional Use Permit for the subject property.
8. *Number of Occupants:* The number of occupants within the halfway house shall conform to all standards within the applicable state of Colorado rules and regulations, the applicable fire code, and the applicable building code that is in use by Adams County. In the event of a conflict between any state and county standard, the stricter standard shall apply.
9. *Alcohol and Substance Abuse Management Plan:* All halfway houses shall submit an alcohol and substance abuse management plan to the County.
10. *Legal Non-Conforming Halfway Houses:* Existing and legally permitted halfway houses that do not meet one or more of the standards within this section may continue to operate in accordance with the regulations for the duration of the Conditional Use Permit. Existing and legally permitted halfway houses may apply for a Major or Minor Amendment to the Conditional Use Permit without conformance to these standards and regulations. In the event that a Conditional Use Permit for an existing halfway house expires and/or is revoked, conformance with all standards within these standards and regulations shall be required and the use shall no longer be considered legal non-conforming.

4-08-02-04 NEIGHBORHOOD INDOOR USES

All neighborhood indoor uses shall meet the following standards.

4-08-02-04-01 GENERAL

1. *Screened Parking:* Off-road parking for the guests shall be screened with landscaping meeting the requirements of a Type C Bufferyard (See Section ~~4-16-06~~**Error! Reference source not found.**).
2. *Outdoor Storage:* Accessory outdoor storage is prohibited. All facilities for storage of supplies shall be located within a building.
3. *Garbage Storage:* Any garbage storage area located outside shall be screened from public view in accordance with Section 4-08-01-02-02-05 of these standards and regulations.

4-08-02-04-02 DAY CARE CENTERS

1. *Licensing:* Day care centers must be properly licensed by the State of Colorado.
2. *Drop-Off/Pick-Up Areas:* Day care centers must provide adequate drop-off and pick-up areas. The required area shall be based upon the maximum number of individuals cared for at a single time. Specifically, there shall be two-hundred-fifty (250) square feet of signed, off-road, drop-off/pick-up area for every eight (8) individuals. All drop-off/pick-up areas shall be approved by the Director of Community and Economic Development.
3. *Outdoor Recreation Facilities:* Where outside recreation facilities are provided, a six-foot high sight-obscuring fence around the recreation area shall be required to be maintained and the recreation area shall be situated in the rear half of the site.
4. *Residential Appearance:* Existing residential structures in residential zone districts shall not be significantly modified in appearance.
5. *Access:* Day care centers shall be located on collector or arterial roads.
6. *New Construction in Residential Area:* Any new construction allowed in a residential zone district for the operation of a day care center shall substantially resemble a conventional single-family dwelling.

4-08-02-04-03 ELEMENTARY AND SECONDARY SCHOOLS (PRIVATE)

1. *Minimum Lot Size:* one thousand (1,000) square feet per student at maximum occupancy, or three (3) acres, whichever is less.
2. *Setbacks:* Five (5) feet for every foot of height of the structure, up to a maximum setback of seventy-five (75) feet.
3. *Access:* Schools shall be located on collector or arterial roads.

4. *Drop-Off/Pick-Up Areas:* All schools must provide adequate drop-off and pick-up areas. All drop-off/pick-up areas shall be approved by the Director of Community and Economic Development.
5. *Outdoor Recreation Facilities:* A six-foot high fence shall surround the outside recreation facilities of the school.

4-08-02-05 OUTDOOR PUBLIC USES

All outdoor public uses shall meet the following requirements.

4-08-02-05-01 CEMETERIES

1. *Minimum Lot Area:* The minimum lot area is ten (10) acres for a cemetery except for pet cemeteries, where the minimum lot area is three (3) acres.
2. *Height Limits:* Gravemarkers, tombstones, monuments, and memorials shall not exceed ten (10) feet in height. Buildings, including mausolea, columbaria, and crypts, shall not exceed thirty-five (35) feet in height.
3. *Screening:* The property may be screened from all adjacent properties by a sight-obscuring fence, hedge or wall. If the applicant or Community and Economic Development Department requires screening, all common property lines with an adjacent residential use or zone district shall be screened with landscaping meeting the requirements of a Type B Bufferyard (See Section 4-16-06).

4-08-02-05-02 PICNIC AREAS, PARKS, AND PLAYGROUNDS

1. *Setbacks:* Picnic areas, parks, and playgrounds shall be setback seventy-five (75) feet from all abutting residentially or commercially zoned properties unless designed as an accessory use to an adjacent use.
2. *Hours of Operation:* Outdoor activities shall not begin before 7:00 a.m. and shall conclude by 11:00 p.m. when abutting residentially zoned or used property.
3. *Lighted Facilities:* Not Applicable
4. *Lighting:* Lighting for all facilities shall be turned off by 11:15 p.m.
5. *Outdoor Storage:* Accessory outdoor storage is prohibited. All facilities for storage of supplies shall be located within a building.
6. *Garbage Storage:* Any garbage storage area located outside shall be screened from public view in accordance with Section 4-08-01-02-02-05 of these standards and regulations.

4-08-02-05-03 *SWIMMING POOLS, PUBLIC*

1. *Setbacks:* Swimming pools shall be set back one hundred (100) feet from abutting residential and commercial zone districts and uses.
2. *Outdoor Storage:* Accessory outdoor storage is prohibited. All facilities for storage of supplies shall be located within a building.
3. *Garbage Storage:* Any garbage storage area located outside shall be screened from public view in accordance with Section 4-08-01-02-02-05 of these standards and regulations.
4. *Certified Lifeguard:* At least one (1) certified lifeguard shall be on duty during all hours of operation.

4-08-02-06 *PLACES OF WORSHIP*

All places of worship shall meet the following standards.

1. *Vehicular Access:* When located in a residential district or on a lot contiguous to a residential district or use, a place of worship shall have its principal vehicular entrance and exit on an arterial or collector road or on a local road within one hundred (100) feet of the local road's intersection with an arterial or collector road.
2. *Belfries and Steeples Exempt from Height Limitations:* Belfries or steeples shall be exempt from any height requirements.
3. *Parcels less than 35 acres:* In the A-3 Zone District require Conditional Use Permit approval.

4-08-02-07 *PUBLIC SERVICE*

All public service facilities shall meet the following standards.

4-08-02-07-01 *GENERAL*

1. *Outdoor Storage:* Materials may be stored outdoors, provided the storage area does not occupy more than twenty-five percent (25%) of the structure area and is screened in accordance with Section 4-08-01-02-02-05 of these standards and regulations.
2. *Garbage Storage:* Any garbage storage area located outside shall be screened from public view in accordance with Section 4-08-01-02-02-05 of these standards and regulations.

4-08-02-07-02 *FIRE STATIONS*

1. *Minimum Parcel Area:* one-half (½) acre

2. *Setback from Residential Zone:* Not Applicable.

4-08-02-07-03 *POLICE STATIONS AND POST OFFICES*

1. *Minimum Parcel Area:* one (1) acre
2. *Setback from Residential Zone:* Not Applicable.

4-08-02-07-04 *UTILITY SUBSTATIONS*

1. *Transmission Lines:* Transmission line rights-of-way shall be exempt from bufferyard requirements.
2. *Screening:* Transformers, electric substations, and outdoor storage yards shall be screened with screen fencing a minimum of six (6) feet high and landscaping meeting the requirements of a Type C Bufferyard (See Section ~~4-16-06~~**Error! Reference source not found.**).
3. *Setbacks:* Public utility stations or structures in residential areas shall maintain minimum setbacks in accordance with the National Electric Safety Code (NESC) for electrical lines or the U.S. Department of Transportation (USDOT) for gas lines, be fenced, and either be screened from view or assume a residential appearance.

4-09 COMMERCIAL USES PERFORMANCE STANDARDS

4-09-01 GENERAL PERFORMANCE STANDARDS

4-09-01-01 PURPOSE

The purpose of the following general performance standards is to address elements of planning, design, operation, and maintenance that shall be applied to all commercial development in Adams County. Any use-specific performance standards contained in these standards and regulations shall also be applied. Where a use-specific performance standard conflicts with a general performance standard, the use-specific standard shall apply.

4-09-01-02 SUBSECTIONS

The following general performance standards are included in this section:

1. Project Compatibility
2. Fencing, Walls and Screening

The following general performance standards are located in other sections of these standards and regulations:

1. Parking (See Section 4-12)
2. Signage (See Section 4-01)
3. Landscaping (See Section ~~4-15-104-15-08~~)
4. Weeds and Offending Vegetation (See Section 4-17)
5. Site Design Considerations (See Section 4-20)
6. Operational Standards (See Section 4-13)
7. Off-Road Utility, Dumpster, Recycling, and Trash Handling Facilities (See Section 4-21)
8. Off-Premise Signs (See Section 4-15)
9. Sexually Oriented Businesses (See Section 4-19)

4-09-01-03 PROJECT COMPATIBILITY

4-09-01-03-01 Purpose

The purpose of this section is to ensure the physical and operational characteristics of proposed structures and uses are compatible when considered within the context of the surrounding area.

4-09-01-03-02 Architectural Character

New developments in or adjacent to existing developed areas shall be compatible with the established architectural character of such areas by using a complementary design. Compatibility shall be achieved through techniques such as the repetition of roof lines, the use of similar proportions in structure mass and outdoor spaces, similar relationships to the road, similar window and door patterns, and/or the use of building materials with color shades and textures similar to those existing in the immediate area of the proposed development. Brick and stone masonry shall be considered compatible with wood framing and other materials.

4-09-01-03-03 Structure Size, Height, Bulk, Mass, Scale

New structures shall either be similar in size and height, or if larger, be articulated and subdivided into massing proportional to the mass and scale of other structures in the immediate vicinity.

4-09-01-03-04 Structure Orientation

To the maximum extent feasible, primary facades and entries shall face the adjacent road. Main entrances shall face a connecting walkway with a direct pedestrian connection to the road without requiring pedestrians to walk through parking lots or cross driveways.

4-09-01-03-05 Building Materials

1. *General:* Building materials shall either be similar to the materials already being used in the immediate area or, if dissimilar materials are being proposed, other characteristics such as scale and proportions, form, architectural detailing, color and texture, shall be utilized to ensure enough similarity exists for the structure to be compatible, despite the differences in materials.
2. *Glare:* Building materials shall not create excessive glare. If highly reflective building materials are proposed, such as aluminum, unpainted metal or reflective glass, the potential for glare from such materials will be evaluated to determine whether or not the glare would create a significant adverse impact

on the adjacent property owners, neighborhood or community in terms of vehicular safety, outdoor activities and enjoyment of views. If so, such materials shall not be permitted.

3. Windows

- a. *Glass:* Mirror glass with a reflectivity or opacity of greater than sixty percent (60%) is prohibited. Clear glass shall be used for commercial storefront display windows or doors.
- b. *Location and Details:* Windows shall be individually defined with detail elements such as frames, sills, and lintels, and placed to visually establish and define the structure stories and establish human scale and proportion.

4-09-01-03-06 *Land Use Transition*

When land uses with significantly different visual character are proposed adjacent to each other and where gradual transitions are not possible or not in the best interest of the community, the proposed structure shall, to the maximum extent feasible, achieve compatibility through compliance with the standards set forth in this Section regarding scale, form, materials, and colors and adoption of operational standards including limits on hours of operation, lighting, placement of noise-generating activities and similar restrictions.

4-09-01-03-07 *Operational/Physical Compatibility Standards*

The following conditions may be imposed upon the approval of Conditional Use Permits to ensure new development will be compatible with existing neighborhoods and uses, including, but not limited to, restrictions on:

1. Hours of operations and deliveries.
2. Location of activities that generating potential adverse impacts on adjacent uses such as noise and glare.
3. Placement of trash receptacles.
4. Location and screening of loading and delivery zones.
5. Light intensity and hours of full illumination.
6. Placement and illumination of outdoor vending machines.

4-09-01-04 FENCING, WALLS AND SCREENING

4-09-01-04-01 *Maximum Height*

The maximum height of fencing, walls and screening shall be ninety-six (96) inches, which may not include more than four (4) strands of barbed wire

forming the top eighteen (18) inches or less of the fence, placed at a forty-five (45) degree angle.

4-09-01-04-02 *Fence Bottom*

The bottom of the fence shall be no more than six (6) inches above grade at any point.

4-09-01-04-03 *Fences Prohibited In Landscaped Area*

No fence shall be permitted within any required landscaped area.

4-09-01-04-04 *Electric And Barbed Wire Fencing Prohibited*

Electric fencing and fencing consisting only of barbed wire are prohibited as an external boundary fence.

4-09-01-04-05 *RELATIONSHIP TO STRUCTURE DESIGN*

Fencing shall relate to the principal architectural features of the building in design, location and the way in which it connects to the building.

4-09-01-04-06 *LONG RUNS OF FENCING DISCOURAGED*

Long runs of fencing parallel to public roads are discouraged. Where long runs cannot be avoided, the horizontal alignment of the fences shall be varied to create visual variety and to provide planting pockets between the fence and the road. In addition, periodic breaks in fences should be considered to facilitate pedestrian, bicycle, and transit use.

4-09-01-04-07 *SCREEN FENCING*

Screen fencing is required to conceal outside storage from all adjacent road right-of-way and lesser intensity uses. Screening is not required between storage yards provided neither yard is visible from an adjacent road right-of-way. This section does not affect required landscaping along street frontages or buffering requirements contained in these regulations. In all practicable cases, the screen fencing addressed below shall be behind the required landscaping. The following criteria shall be followed in determining what form of screening is appropriate to accomplish visual buffering of outside storage yards in the County.

1. If the property is already developed and the proposed storage area is enclosed by an existing chain link fence, which has a useful life remaining, the property owner shall:
 - a. Install heavy gauge PVC or vinyl inserts.

- b. The inserts shall achieve a minimum of ninety (90) percent opacity.
 - c. Color of the inserts is at the discretion of the applicant.
 - d. If the existing fence does not have a remaining useful life, the property (or portion of the property affected) defaults to item 2.
- 2. If the property is not developed and is proposed for outside storage, the property owner shall conceal all outside storage with an eight foot solid wood fence or masonry wall.
 - 3. If the property is not feasibly screened by a fence from an adjacent road due to topography, the property owner shall:
 - a. Install fast growing trees (preferably a mix of coniferous and deciduous) appropriately spaced to ensure complete screening at maturity.
 - b. A chain link fence may be constructed at the discretion of the applicant, but must be placed to the interior of the screening trees.
 - 4. All fencing shall be maintained and kept in good condition at all times. Condition of fences shall be evaluated through a review of:
 - a. Structural integrity and being functionally sound under the Uniform Building Code; and
 - b. Substantially the same condition as originally permitted or constructed.

4-09-01-04-08 *GARBAGE AREA SCREENING*

Garbage area screening shall consist of a six (6) foot high minimum screen fence.

4-09-01-04-09 *OUTDOOR STORAGE SCREENING*

Outdoor storage area screening shall consist of a six (6) foot high minimum screen fence. Outdoor storage shall not be allowed above the height of the fence.

4-09-01-04-10 *MASONRY WALL*

All walls specified to be masonry shall be solid and constructed out of a brick or stone material. The wall shall not permit the contents within the wall to be seen from the outside.

4-09-01-04-11 *NOISE BARRIER FENCING*

Where existing and proposed arterial roads or state highways traverse, or are adjacent to areas of proposed commercial development, the Director of Community and Economic Development may require noise barrier fencing be

installed by the developer. Such fencing shall meet the minimum standards of the Colorado Department of Transportation and these standards and regulations.

4-09-01-04-12 *RETAINING WALLS*

Any retaining wall over ~~two~~four (42) feet in height shall require plans prepared by a professional engineer as a condition for a building permit except where waived by the Director of Public Works.

4-09-01-04-13 *TRAFFIC VIEW OBSTRUCTION*

Traffic view obstruction as outlined in these standards and regulations, by any fence, wall or screen is prohibited.

4-09-01-04-14 *SIDEWALK MAINTENANCE*

The property owner of land abutting a constructed public right-of-way is responsible for construction and maintenance of curb, gutter, and sidewalk along the right-of-way abutting his property including snow removal for pedestrian access.

4-09-02 PERFORMANCE STANDARDS BY USE CATEGORY

4-09-02-01 SUBSECTIONS

The following specific performance standards are included in this section:

1. Airports, Landing Strips and Heliports
2. Animal Hospitals
3. Automobile Service Station
4. Bed and Breakfast Establishments
5. Campground, Commercial
 - a. RV Campground
 - b. Tent Campground
6. Communication Towers, Commercial
7. Commercial Retail
8. Drive-In Establishments
9. Golf Courses and Driving Ranges, Commercial
10. Heavy Retail and Heavy Services

- a. Automobile Dealership
- b. Automobile Rental
- c. Automobile or Bus Repair, Painting, and Body Work
- d. Firewood Sales, Storage and Splitting
- e. Flea Markets, Outdoor
- f. Truck, Trailer and Horse Trailer Sales and Rental
- g. Pawn Shops
- 11. Indoor Commercial Recreation/Entertainment
 - a. Amusement Center, Video Arcade, Pool Arcade
 - b. Auditoriums, Assembly Halls, Movie Theaters
 - c. Bowling Alleys
 - d. Roller Skating Rinks
- 12. Kennel, Commercial
- 13. Lodging, Commercial
- 14. Massage Business
- 15. Office
- 16. Outdoor Commercial Recreation
 - a. Amusement Parks
 - b. Drive-In Theaters
 - c. Gun and Archery Range
 - d. Ice Skating Rinks
 - e. Miniature Golf Courses
 - f. Water Slide Courses
- 17. Racing Facility
 - a. Automobile and Truck
 - b. Dog and Horse Racing
- 18. Restaurants
 - a. Bars and Cocktail Lounges
 - b. Drive-Thru Restaurants
- 19. Services

4-09-02-02 AIRPORTS, LANDING STRIPS AND HELIPORTS

1. *Private Airport Minimum Parcel Area:* Private airport minimum parcel area shall be thirty-five (35) acres.
2. *Private Heliports Minimum Parcel Area:* Private heliport minimum parcel area shall be two (2) acres.
3. *Access:* All airports, landing strips and heliports shall access collector or arterial roads or highways.
4. *Verification from the FAA:* A private airport or heliport must submit verification from the Federal Aviation Administration documenting the site does not present a hazard to air navigation.
5. *Approach Zone Restrictions:* Compliance with FAA Requirements:
 - a. *Approach Zone:* Any proposed runway or landing strip shall be situated so that any structures, high voltage power lines, towers, chimneys, and natural obstructions within the approach zones, comply with regulations for height restrictions in airport approach zones of the FAA, Division of Aeronautics, or a municipal or other airport authority qualified by law to establish hazard zoning regulations.
 - b. *Landing Strip Setbacks:* There shall be sufficient distance between the end of each usable landing strip and the airport boundary to satisfy the requirements of the FAA. If necessary, air rights or easements shall be acquired from the owners of abutting properties in which approach zones fall.
6. *Residential Areas:* No planned approach areas shall be permitted over existing residential areas.
7. *Setbacks:* All airport or heliport related structures shall be set back at least one hundred (100) feet from any property line.
8. *Buffering:* The Director of Community and Economic Development may require buffering in the form of berms around an airport, landing strip or heliport.
9. *Indoor Repair:* All repair of aircraft and machinery shall be done inside hangars.

4-09-02-03 ANIMAL HOSPITAL

1. *Minimum Space Requirements:*
 - a. *Dogs:* Each dog shall be provided a minimum space equal to the following equation:
 - (1) Width of Kennel = Length of dog from nose to base of tail + 2 feet.
 - (2) Length of Kennel = Width of Kennel + 2 feet.
 - (3) Height of Kennel = Head height of dog standing on all four legs + 1 foot.

- b. *Cats*: Each adult cat shall be provided a minimum of six (6) cubic feet of area. Adult female cats with kittens below three (3) months of age shall be provided with a minimum of eight (8) cubic feet of area.
2. *Waste Disposal*: All animal and food wastes shall be handled and disposed of in a sanitary manner as approved by Tri-County Health Department. Animal wastes shall be removed from the site daily or as otherwise necessary to avoid the spread of objectionable odors, insects, pests, and objectionable surface drainage.
3. *Pest Control*: Environmental and/or chemical and scientific controls shall be provided for pest control.
4. *Drainage*: Adequate drainage facilities or improvements shall be constructed to protect any adjacent rivers, streams, or other bodies of water from pollution.
5. *Care of Animals*: All dogs and/or cats shall be cared for in a humane and sanitary manner as approved by Adams County Humane Society and Adams County Animal Control. Household animals (specifically dogs and cats) boarded overnight shall be kept in climate-controlled, sound-proofed buildings. Where facilities are not sound-proofed, a partially or fully enclosed structure or fenced open area (runs, pens, etc.) shall be used to confine any animals and shall be setback one-hundred-fifty (150) feet from any property line.

4-09-02-04 **AUTOMOBILE SERVICE STATIONS**

1. *Access*: All service stations shall front collector or arterial roads or highways unless the sites are part of a shopping center.
2. *Pump Setbacks*: Pump islands may be located a minimum of forty (40) feet from all exterior property lines, and pump island canopies may project to within twenty (20) feet of property lines. Islands shall not interfere with any sight distance triangles in accordance with these standards and regulations.
3. *Screening*: Service stations shall be separated from abutting residential properties by a six (6) foot high masonry wall and a ~~Type E-Buffer~~yard as required in Section 4-16-06.
4. *Landscaping*: In addition to all other required landscaping, boundary landscaping is required for a minimum depth of ten (10) feet along all property lines abutting roads, except for the area required for road openings. Permanent irrigation facilities shall be provided for all landscaped areas.
5. *Indoor Activities*: The changing of engine oil and filters; the lubrication of motor vehicle chassis; the cleaning of component parts; brake adjustment and replacement; mechanical or hand washing and detailing; front-end alignment; the sale or installation of batteries and minor automotive accessories; the sale mounting and repair of tires; the testing, adjustment and replacement of parts, the servicing of air conditioners; the servicing of air pollution control devices; the sale of the sale of soft drinks, candy, ice and similar items.

6. *Outdoor Activities:* The dispensing of gasoline, oil, air, and water from pump islands; any testing or servicing of automobiles which necessitates a running engine; tire display; trash areas enclosed by walls; public telephones in a well lighted location, visible from the road; the sale of soft drinks, candy, ice and similar items via vending machines.
7. *Painting and Body Work Prohibited:* Painting or other body work shall be prohibited at all service stations unless approved by Conditional Use Permit.
8. *Storage:* All products and merchandise shall be stored indoors with the exception of vending machines and tire display.
9. *Garbage Storage:* Any garbage storage area located outside shall be screened from public view in accordance with the Fencing, Walls and Screening section of these standards and regulations.
10. *Restrooms:* One men's and one women's restroom shall be provided to the general public during all hours of operation. All restrooms with exterior entrances shall be located to the side or the rear of the building.

4-09-02-05 **BED AND BREAKFAST ESTABLISHMENTS**

1. *Owner Occupied:* A Bed and Breakfast shall be operated by the resident property owner.
2. *Maximum Number of Lodging Rooms:* The maximum number of lodging rooms in a bed and breakfast establishment shall be five (5) rooms.
3. *Location:* The establishment shall be located within a dwelling abutting a designated arterial or collector road, or within a dwelling designated in a historical site.
4. *Signage:* Signage shall meet the requirements of Section 4-01 except in a residential or agricultural zone district where a single sign, which may be lighted but not flashing, shall be permitted within ten (10) feet of the front lot line. The sign shall not exceed ten (10) square feet in area and shall not block sight distance triangles. The sign shall not exceed five (5) feet in height.
5. *Screened Parking:* Off-road parking for the guest rooms shall be screened with landscaping meeting the requirements of a Type C Bufferyard [\(see Section 4-16-06\)](#).
6. *Outdoor Storage:* Accessory outdoor storage is prohibited.
7. *Garbage Storage:* Any garbage storage area located outside shall be screened from public view in accordance with the Fencing, Walls and Screening section of these standards and regulations.

4-09-02-06 CAMPGROUNDS, COMMERCIAL

1. *Minimum Parcel Area:* The minimum parcel area for commercial campgrounds shall be one (1) acre.
2. *Maximum Density:* A maximum density of fifteen (15) campsites per acre is permitted.
3. *Duration of Stay at Campground:* Visitors to a commercial campground shall stay for a maximum of sixty (60) days.
4. *Access:* Commercial campgrounds shall be located on properties with direct access to an arterial road or highway. No direct access from a public road to an individual campsite shall be permitted. Internal drives must be improved to the extent and in the manner acceptable to the Director of Community and Economic Development. Minimum paving widths for internal drives are:
 - a. thirty-six (36) feet for entrances and all drives with guest parking on both sides;
 - b. twenty-nine (29) feet for two-way drives with parking on one side;
 - c. twenty-two (22) feet for two-way drives with no parking; and
 - d. eleven (11) feet for one-way drives with no parking.

When in the opinion of the Director Community and Economic Development, paving is not required for a tent campground, paving may be waived. However, all internal drives shall be constructed of at least an approved all weather surface approved by the Director of Community and Economic Development and the applicable fire district. In no case shall paving be waived in a recreational vehicle campground.

5. *Common Recreation Area:* Each campground shall have a common recreation area. One hundred (100) square feet of common recreation area shall be provided per campsite.
6. *Landscaping:* In addition to all other required landscaping, interior landscaping of the campground shall require at least one (1) tree and two (2) shrubs per campsite. Each tree shall be at least two (2) inch caliper in size when planted. Shrubs shall be a minimum of five (5) gallon size when planted.
7. *Tent Campgrounds:*
 - a. Each tent campsite shall be a minimum of five hundred (500) square feet. A ten (10) foot separation shall be maintained between tent campsites.
 - b. One (1) parking space, nine (9) feet by twenty (20) feet, shall be located on each site. No guest parking shall be required for a tent site. Parking spaces shall be provided with an all weather surface approved by the Director of Community and Economic Development. Paving may be required where in the opinion of the Director of Community and Economic Development it is needed to control dust or water quality.

8. *Travel Trailer and Recreational Vehicle Campground:* All travel trailer and recreational vehicle campgrounds shall meet the following standards:
 - a. *Zoning:* Travel trailer and recreational vehicle campgrounds shall be located in permitted zone districts on property having direct access to an arterial road or highway.
 - b. *Minimum Area:* A travel trailer park shall consist of a minimum of one (1) acre for the parking of travel trailers for human occupancy only.
 - c. *Paving of Spaces and Drives:* All recreational vehicle and guest parking spaces and drives shall be paved with asphalt or concrete to the specifications contained in these standards and regulations.
 - d. *Tent Sites:* Freestanding tent sites may be permitted provided not more than fifteen (15%) percent of a travel trailer and recreational vehicle campground shall be used for tent sites.
 - e. *Area per Unit:* Each unit or site shall be improved with a minimum paved parking space for the travel trailer or recreational vehicle with a minimum area of ten (10) feet by twenty-five (25) feet in addition to the access driveway. Each recreational vehicle space shall be a minimum of twenty-five (25) feet in width and forty-five (45) feet in depth.
 - f. *Vehicle Parking:* One (1) paved parking space, nine (9) feet by twenty (20) feet, shall be located on each site. Guest parking, one (1) space for each ten (10) trailer sites, shall be provided off the interior drives.
 - g. *Utilities:* All public utilities shall be placed underground.
9. *Permitted Accessory Uses:* Recreational facilities, laundry buildings, service retail stores, manager's office and storage buildings, sanitary facilities, and fences, constructed in accordance with all the provisions of these standards and regulations and all other applicable County regulations may be permitted as accessory uses.
10. *Manager Housing:* One (1) manufactured home or single-family dwelling may be located in the campground for occupancy of the manager/operator.
11. *Garbage Collection:* At least one (1) garbage pick-up area shall be provided. The garbage pick-up area shall be screened from view in accordance with the Fencing, Walls, and Screening section (See Section 4-09-01-04) of these standards and regulations.

4-09-02-07

COMMERCIAL MOBILE RADIO SERVICE (CMRS) TELECOMMUNICATION SITES

1. *Design and Performance Criteria for all CMRS Telecommunication Sites:* The purpose of design review for CMRS telecommunications sites is to ensure the necessary antennae, equipment, and equipment shelters are sited and screened in a

to minimize visual and physical impacts on the surrounding area. The following design criteria and requirements shall apply to all CMRS telecommunication antennae, equipment, equipment shelters, and commercial communication towers:

- a. All CMRS telecommunication antennae, equipment, and equipment shelters shall be designed to be compatible with surrounding buildings and existing or planned uses in the area. This may be accomplished through the use of compatible architectural elements such as color, texture, scale, and character.
- b. Siting and installation of CMRS telecommunication antennae, equipment, and equipment shelters shall preserve or enhance the existing character of the topography and vegetation of a site. Existing vegetation, if any, and if suitable with natural features, should be preserved and/or improved to provide screening for the facility. If existing topography of the site does not adequately screen equipment from view, fencing may be required. Fencing should not be used exclusively but instead be supplemented with vegetation. Any security fencing should be of a design, which blends into the character of the existing environment, and meet the height limitation for the zone district in which the fencing is located.
- c. All CMRS antennae and equipment should be no taller than necessary for the efficient operation of the CMRS antennae and equipment.
- d. Applicants shall demonstrate the CMRS telecommunications site is a necessary component of the applicant's overall communication network and communication plan for the community. Such demonstration shall require the applicant to establish at least one (1) of the following criteria: (1) the site is necessary to provide appropriate signal coverage quality; (2) the site is made necessary pursuant to the applicant's FCC license; or (3) the site is necessary to handle increased capacity due to caller volume. In addition, the applicant shall demonstrate: (1) existing topography and/or structures in the surrounding area preclude other locations in the same area; and (2) technical and engineering factors require the site to be in the desired location in relation to other existing sites and system constraints such as frequency requirements, availability of electric power and interconnection to telephone land lines, and site access.
- e. All CMRS telecommunication antennae, equipment, and equipment shelters shall be sited, designed, and screened to minimize the visibility of such equipment from surrounding properties, public roads and neighborhoods.
- f. The colors of all CMRS telecommunication antennae, equipment, and equipment shelters shall minimize the visibility of the facility.
- g. To minimize the visual and physical impact on the surrounding area caused by freestanding and building mounted CMRS telecommunications facilities, the County encourages innovative and multiple use of building

and structures for the location of CMRS telecommunications facilities, antenna, and equipment.

2. *Design and Performance Standards for Structure or Building Mounted CMRS Telecommunications Facilities:* All structure or building mounted CMRS antennae and equipment shall be designed and constructed to blend with and enhance the architectural characteristics of the accompanying building or structure and shall be subject to building permit approval.

- a. Panel Antennae Standards

- (1) Panel antennae shall not protrude horizontally more than two (2) feet from the building wall and shall be painted or treated to match the building or structure to which the panel is attached.
- (2) Panel antennae attached to the side of a building shall not exceed the height of the parapet or the roofline, whichever is greater.
- (3) Panel antennae mounted on an existing penthouse or existing roof-top mounted service equipment for the building shall not exceed the height of the penthouse or service equipment to which the antennae is attached.
- (4) Panel antennae shall not be mounted in a freestanding, sled, or rack-mounted fashion on the top of a building unless: (1) there exists unscreened service equipment on the roof which will be screened from view along with the panel antennae; (2) the screening of the antennae and equipment will be architecturally compatible with the building; and (3) a waiver is obtained from the Director of Community and Economic Development. The construction of artificial penthouses or artificial service equipment on a roof for the purpose of attaching CMRS telecommunication facilities is prohibited.
- (5) No panel antenna shall exceed the maximum height limitation for the zone district in which the panel is located.

- b. Whip Antennae Standards

- (1) Single whip antennas shall not extend more than fifteen (15) feet above the building height.
- (2) Where more than one (1) whip antenna is attached to one (1) building, such antennae shall maintain a minimum separation of fifteen (15) feet between antenna owned by different CMRS telecommunication providers.
- (3) No whip antenna shall exceed the maximum height limitation for the zone district in which the antenna is located.

3. *Design and Performance Standards for Freestanding CMRS Telecommunication Facilities:* All freestanding CMRS telecommunications facilities shall be subject to an Administrative Review Permit Process as outlined in Section 2-02-02. Conditional Use Permit. The following design and performance standards shall apply to all freestanding CMRS telecommunication facilities:

- a. The height of any freestanding CMRS communication facility shall conform to the height limit of the zone district in which the facility is located unless a height exception is granted through the Administrative Review Permit Process.~~by the Board of County Commissioners.~~
- b. All freestanding CMRS telecommunications facilities shall meet the landscaping requirements set forth in these standards and regulations including screening of such facilities with vegetation. As a condition of approval of any freestanding CMRS telecommunication facility, the County may require the applicant to provide a performance bond or other surety to the County which is adequate to ensure the completion of all planned and required landscaping and screening associated with the approved CMRS telecommunication facility. A bond may also be required to ensure removal of the facility if it is abandoned or no longer needed. Where the CMRS telecommunications facility is located on a parcel of land leased by the applicant, and which is part of a larger parcel of land under single ownership, reasonable landscaping improvements in accordance with these standards and regulations may be required within the larger unleased parcel where such improvements will bring the facility into conformance with the requirements of these standards and regulations, mitigate the impacts of the telecommunication facility, or enhance the visual qualities and aesthetics of the larger parcel.
- c. A freestanding CMRS telecommunications facility, as defined by these standards and regulations, shall not be located closer than the height of the tower from any property line, unless a waiver from this requirement is obtained through the Administrative Review Permit Process. ~~from the Board of County Commissioners.~~ ***Adopted by the BoCC on December 13, 2010**
- d. A freestanding CMRS telecommunications facility, as defined by these standards and regulations, shall not be located closer than one thousand (1,000) feet from any other freestanding CMRS telecommunications facility established or proposed by the same or another provider. ~~unless a waiver from this requirement is obtained from the Board of County Commissioners.~~ Co-location of CMRS telecommunication facilities on the same freestanding facility is therefore strongly encouraged. No facility owner or lessee or employee thereof shall act to exclude or attempt to exclude any other provider from the same location. A service provider or lessee or employee thereof shall cooperate in good faith to achieve co-location or antennae with other providers. County staff can be used as a resource to facilitate this co-location. Should co-location not be acceptable to existing providers, the service provider wanting to locate on the existing facility shall be required to prove to the satisfaction of the Director of Community and Economic Development co-location is not feasible.

- ~~e. A freestanding CMRS telecommunications facility, as defined by these standards and regulations, shall not be located closer than five hundred (500) feet from any occupied dwelling unit, unless the property owner of said dwelling unit provides a written waiver. The waiver shall subsequently be recorded as a deed restriction notifying future owners of the location of the CMRS facility.~~
- e. During the ~~Administrative Review Permit~~ Conditional Use Permit process, the applicant shall demonstrate: (1) the site is necessary to provide appropriate signal coverage quality; (2) the site is made necessary pursuant to the applicant's FCC license; (3) the site is necessary to handle increased capacity due to caller volume; (4) existing topography and/or structures in the surrounding area preclude other locations in the same area; (5) technical and engineering factors require the site to be in the desired location in relation to other existing sites and system constraints such as frequency requirements, availability of electric power and interconnection to telephone land lines, and site access; (6) screening and design of the freestanding facility will make the site compatible with surrounding land uses; and (7) the structure will not block a significant view, including, but not limited to the Front Range of the Rocky Mountains, the South Platte River, the Rocky Mountain Arsenal Wildlife Refuge, Barr Lake, and other significant water bodies.
- ~~f. Non-Small Cell facilities are discouraged in the right-of-way. Applicants requesting approval of a new non-small cell facility shall apply for Administrative Review Permit pursuant to this chapter and demonstrate that:~~

 - ~~1. There are exceptional circumstances which prohibit installation of a small cell facility; and~~
 - ~~2. There are no feasible alternatives to locate the wireless facility outside the right-of-way.~~
- ~~g. Applications that do not meet the standards in this Chapter shall require a waiver. The Director of Community and Economic Development shall issue a waiver subject to the following criteria:~~

 - ~~1. The waiver, if granted, will not alter the essential character of the neighborhood or district in which the property is located, nor substantially or permanently impair the appropriate use of the development of adjacent property.~~
 - ~~2. There are no reasonable design alternatives that would remove the need for the requested waiver or would reduce the amount of waiver required.~~
 - ~~3. The waiver is warranted by the design incorporated in the proposal and the benefit of the County provided through the approval of the waiver.~~

4. Design and Performance Standards for Small Cell Wireless Facilities: All Small Cell Wireless Facilities shall be subject to an Administrative Review Permit Process as outlined in Section 2-02-02. The following design and performance standards shall apply to all freestanding CMRS telecommunication facilities:

a. Small Cell Wireless Facility Shall mean any of the following:

1. A wireless service facility that meets the following qualifications:

i. Each antenna is located inside an enclosure of no more than three cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an imaginary enclosure of no more than three cubic feet;

AND

ii. Primary equipment enclosures are no larger than 17 cubic feet in volume as measured on the exterior surface of the enclosure. The following associated equipment may be located outside of the primary equipment enclosure and, if so located, is not included in the calculation of equipment volume: Electirc meter, concealment, telecommunications demarcation box, ground-based enclosures, back-up power systems, grounding equipment, power transfer switch, and cut-off switch;

OR

iii. A micro wireless facility

b. Applicants Shall work with the County and relevant third parties to locate small cell wireless facilities based on the following order of preference for location and deployment:

1. Small cell facilities shall be collocated and attached to existing and previously approved small cell facilities.

2. Small cell facilities shall be attached to or replace available structures previously approved in the County Right-of-Way (ROW).

3. New freestanding small cell facility poles shall be built in a manner that allows for collocation.

c. Any new pole with an antenna must be architecturally consistent with the surrounding area by utilizing one of the following:

1. Replacing existing permitted facilities (including without limitation, traffic signals, light poles, or light standards) so that the presence of the small cell facility is not readily apparent;

2. Integrating the equipment in an architectural feature of an existing structure; integrating or attaching equipment to an outdoor fixture such as a traffic signal, light standard, utility pole or flagpole.

AND

3. Using a design which mimics or is consistent with the nearby natural or architectural features, this includes compatibility with color and shape of the proposed structure; and
4. Using a design that is consistent with the size and shape of the pole-mounted equipment installed by communications companies on utility poles within three hundred feet of the facility.

- d. The facility height shall not be more than:

1. 30 feet when the facility is within 250 feet from a property, as measured from the property line, in Residential zone districts.
2. 35 feet when the facility is within 250 feet of a property, as measured from the property line, in Agricultural zone districts, Public Lands, or Parks and Open Space.
3. 40 feet in all other zone districts.

- e. The facility shall be separated from all other freestanding wireless facilities within the right-of-way by a distance of at least 600 feet, unless the facility replaces an existing traffic signal, street light pole, or other similar structure as determined by the Director of Community and Economic Development. The Director of Community and Economic Development may reduce this requirement if the applicant demonstrates through technical network documentation that the minimum separation requirement cannot result in a feasible network or that the separation distance requested results in a facility that meets the following criteria:

1. The separation distance will not alter the essential character of the neighborhood or district in which the property is located, nor substantially or permanently impair the appropriate use or development of adjacent property.
2. The reduced distance is warranted by the design incorporated in the proposal and the benefit to the County provided though the reduced separation distance.

- f. When placed near a residential property, the facility shall be placed adjacent to a common property line between adjoining residential properties, such that the facility minimizes visual impacts, unless landscaping, topography, other structures, or other considerations minimize visual impacts to a greater extent at a different location.

- g. Poles and related appurtenances shall not interfere with traffic operations, legally permitted parking, or approved Traffic Control Devices.
- h. Facilities shall be located in alignment with existing tress, utility poles, and streetlights whenever possible.
- i. Facilities shall be located so as not to create a new obstruction or unreasonable visual blight to primary property sight lines beyond that expected of other legally permitted encroachments or utility infrastructure.
- j. Facilities shall not be located in traffic sight triangles at the intersections of roadways, alleys, or driveways.
- k. Poles and related facilities shall not encroach into or interfere with pedestrian ways such as sidewalks, trails, or transit stops or facilities.
- l. Small cells shall be located to ensure minimal impacts to view protection corridors such as: The Front Range of the Rocky Mountains, the South Platte River, The Rocky Mountain Arsenal Wildlife Refuge, Riverdale Regional Park, Barr Lake, and other significant water bodies.
- m. Small cell wireless facilities must not conflict with the Adams County Comprehensive Plan goals, policies, and mapped features.
- n. All small cell wireless facilities shall meet the current standards and regulations of the FAA, the FCC and any other agency of the federal government with the authority to regulate small cell facilities. If the standards and regulations are changed, then the owners shall bring the facilities into compliance with such revised standards and regulations within the time period mandated by the controlling federal agency.
- a-o. No alternative tower structure may be located or maintained in a manner that causes unreasonable interference. Unreasonable interference means any use of the right-of-way that disrupts or interferes with its use by the County, the general public, or other person authorized to use or be present upon the right-of-way, when there exists an alternative that would result in less disruption or interference. Unreasonable interference includes any use of the right-of-way that disrupts vehicular or pedestrian traffic, any interference with public utilities, and any other activity that will present a hazard to the public health, safety, or welfare.

54. Design and Performance Standards for CMRS Telecommunication Equipment Shelter: All CMRS telecommunications equipment shelters shall be screened so they are not visible from any adjacent public roads or public areas.

- a. Equipment shelters associated with roof or building mounted CMRS antennae are encouraged to be located in one of the following areas, which are listed in order of preference from most (1) to least (7) preferred:
 - (1) Inside the building or structure to which the panel or whip antennae are attached.

- (2) Inside an existing equipment penthouse on the roof of a building.
 - (3) Immediately adjacent to the exterior of an existing equipment or elevator penthouse if the shelter can be visually incorporated into the penthouse structure by the use of screening of similar style and color to the penthouse.
 - (4) If no penthouse exists, consideration may be given to the creation of a screen, which is deemed architecturally compatible with the associated building by the Director of Community and Economic Development, screening both the equipment shelter and the existing service equipment associated with the building such as heating and air-conditioning equipment.
 - (5) Outside of a penthouse on the roof of a building if a parapet exists taller than the CMRS equipment shelter. If the parapet is not taller than the CMRS equipment shelter, consideration will be given to increase the height of the parapet provided the building materials used are the same as those existing and if the design of the parapet is found acceptable to County standards and the parapet extension is architecturally compatible with the building.
 - (6) Painted or treated the same color and located in such a manner so that an additional protrusion is not created on the roof.
 - (7) On the ground and screened according to the design criteria for CMRS telecommunications facilities.
- b. *Equipment Shelters Associated with Freestanding CMRS Antennae:* CMRS telecommunications equipment shelters associated with freestanding CMRS telecommunications facilities shall:
- (1) Either be located in an enclosed building architecturally compatible with the surrounding environment; or
 - (2) Be screened completely with an architecturally compatible wall or fence so the shelter is not visible from adjacent properties, roads or public areas;
 - (3) In addition, all CMRS telecommunication equipment shelters associated with freestanding CMRS telecommunications facilities shall:
 - (a) Have enclosed buildings, walls, or fencing, the appearance of which is enhanced by vegetation;
 - (b) Be grouped as closely as technically possible to each other and the freestanding facility;
 - (c) Cover a surface area not to exceed four-hundred-fifty (450) square feet per provider;
 - (d) Use designs, materials, and colors compatible with structures and vegetation on the same parcel and adjacent parcels; and

- (e) Not reduce the parking or landscaped areas below the minimum zone district requirements for other principal uses on the parcel.

4-09-02-08 **COMMERCIAL RETAIL**

4-09-02-08-01 **GENERAL**

1. *Setback from Residential Zone:* Not Applicable.
2. *Entrances:* The building elevation of principal structures shall have at least one (1) road-oriented entrance.
3. *Outdoor Storage:* Accessory outdoor storage is prohibited, except temporary display of items for sale provided the display does not interfere with traffic or limit parking. Otherwise, all facilities for storage of supplies shall be located within a building in accordance with Section 4-03-04-02-03.

4-09-02-09 **DRIVE-IN ESTABLISHMENTS**

4-09-02-09-01 **GENERAL**

1. *Drive-In Lanes:* Drive-in lanes shall be separate from the circulation lanes needed for access and parking.
2. *Setback from Residential Zone:* Not Applicable.
3. *Landscaping:* Planting requirements for the drive-up window and access lanes shall be the same as those required for parking area landscaping in accordance with the Parking Performance Standards in Section **Error! Reference source not found.** of these standards and regulations.
4. *Communications Equipment:* None.
5. *Outdoor Storage:* Accessory outdoor storage is prohibited. All facilities for storage of supplies shall be located within a building.

4-09-02-10 **GOLF COURSES AND DRIVING RANGES, COMMERCIAL**

1. *Setback from Residential Zone:* Not applicable.
2. *Driving Range Location:* Driving ranges shall be located so adjoining properties are not adversely affected by the activity due to noise, glare, traffic or other factors.
3. *Outdoor Storage:* Accessory outdoor storage is prohibited. All facilities for storage of supplies shall be located within a building in accordance with Section 4-03-04-02-03.

4. *Supporting Commercial Uses:* Supporting commercial activities shall be designed for patrons of the golf course or driving range only.

4-09-02-11 HEAVY RETAIL AND HEAVY SERVICES

4-09-02-11-01 GENERAL

1. *Entrances:* The building elevation of the principal structure shall have at least one (1) road-oriented entrance.
2. *Outdoor Storage:* Materials may be stored outdoors, provided the storage area is consistent with the zone district allowances. All outdoor storage shall be screened in accordance with the Fencing, Walls and Screening section of these standards and regulations. ***Adopted by the BoCC on December 13, 2010**
3. *Garbage Storage:* Any garbage storage area located outside shall be screened from public view in accordance with the Fencing, Walls, and Screening section (See Section 4-09-01-04) of these standards and regulations.
4. *Smoke and Odor Control:* Smoke and odor shall be controlled by filter, scrubbers, fans, or other means.

4-09-02-11-02 AUTOMOBILE DEALERSHIP

1. *Maximum Lot Coverage:* The maximum lot coverage by parking, vehicle areas and buildings is seventy percent (70%).
2. *Access:* Automobile dealerships shall be located on properties with direct access to a collector or arterial road or highway.
3. *Display Area Setback:* The display area shall be set back a minimum of fifty (50) feet from the road right-of-way and fifteen (15) feet from all other property lines.
4. *Setback from Residential Zone:* Not applicable.
5. *Landscaping:* Boundary landscaping is required for a minimum depth of fifteen (15) feet along all property lines abutting roads, except for the area required for road openings. Permanent watering facilities shall be provided for all landscaped areas.
 - b. *Noise Control:* No loud speaker or music shall be audible from adjacent properties.

4-09-02-11-03 AUTOMOBILE RENTAL

1. *Minimum Parcel Area:* two (2) acres

2. *Maximum Lot Coverage:* The maximum lot coverage by parking lots, vehicle areas, storage and buildings shall be seventy percent (70%).
3. *Access:* Automobile rental businesses shall be located on properties with direct access to a collector or arterial road or highway.
4. *Car Storage Area Setback:* The car storage area shall be set back a minimum of fifty (50) feet from the road right-of-way and fifteen (15) feet from all other property lines.
5. *Setback from Residential Zone:* Not applicable.
6. *Gas Pump Setbacks:* Gas pump islands may be located a minimum of twenty (20) feet from all exterior property lines, and pump island canopies may project to within ten (10) feet of property lines. Islands shall not interfere with any sight distance triangles in accordance with these standards and regulations.
7. *Landscaping:* In addition to all other landscaping, boundary landscaping is required for a minimum depth of fifteen (15) feet along all property lines abutting roads, except for the area required for road openings. Permanent watering facilities shall be provided for all landscaped areas.
8. *Noise Control:* No loud speaker or music shall be audible from adjacent properties.

4-09-02-11-04***AUTOMOBILE OR BUS REPAIR, PAINTING, AND BODY WORK***

1. *Outdoor Activities Prohibited:* All repair and work activities shall take place within a completely enclosed structure.
2. *Setback from Residential Zone:* Not applicable.
3. *Storage of Vehicles:* All storage of vehicles awaiting repair shall be within the enclosed structure or within a compound yard enclosed by a six (6) foot high solid fence or wall, except for driveway openings.
4. *Landscaping:* Boundary landscaping is required for a minimum depth of fifteen (15) feet along all property lines abutting roads, except for the area required for road openings. Permanent irrigation facilities shall be provided for all landscaped areas.
5. *Exhaust Fumes and Odor Control:* Exhaust and odor shall be controlled and treated by filter, scrubbers, fans, or other means.
6. *Noise Control:* No loud speaker or music shall be audible from adjacent properties.

4-09-02-11-05***FIREWOOD SALES, STORAGE AND SPLITTING***

1. *Minimum Lot Size:* Five thousand (5,000) square feet

2. *Setback from Residential Zone:* Not applicable.
3. *Display of Firewood:* Firewood shall be stacked and displayed for sale in an organized fashion.
4. *Setbacks:* The area where firewood is cut and split must be set back twenty-five (25) feet from any property line.
5. *Sawdust and Debris Control:* Sawdust, woodchips, and any other debris shall be kept from blowing from the site on to other properties.

4-09-02-11-06 *FLEA MARKETS, OUTDOOR*

1. *Minimum Lot Size:* one-half (1/2) acre
2. *Location:* Flea markets shall be located on vacant parcels or parking lots.
3. *Setback from Residential Zone:* Not applicable.
4. *Period of Operation:* Flea markets shall be permitted to operate on Saturdays and Sundays during the months of May through August. Additional hours may be permitted by Conditional Use Permit.

4-09-02-11-07 *TRUCK, TRAILER AND HORSE TRAILER SALES AND RENTAL*

1. *Maximum Lot Coverage:* The maximum lot coverage by parking areas, vehicle areas and buildings is eighty percent (80%).
2. *Display Area Setback:* The display area shall be set back a minimum of fifteen (15) feet from the road right-of-way and ten (10) feet from all other property lines.
3. *Setback from Residential Zone:* Not applicable.
4. *Landscaping:* Boundary landscaping is required for a minimum depth of fifteen (15) feet along all property lines abutting roads, except for the area required for road openings. Permanent watering facilities shall be provided for all landscaped areas.
5. *Noise Control:* No loud speaker or music shall be audible from adjacent properties.

4-09-02-11-08 *PAWN SHOPS*

1. *Pawn Shops only allowed with a Conditional Use Permit:* Pawn shops are only permitted in the C-4 and C-5 Zone Districts after Conditional Use Permit approval by the Board of County Commissioners.
2. *Outdoor Activities Prohibited:* All activities shall be performed or carried out entirely within an enclosed building.
3. *Outdoor Display Prohibited:* The display of items outdoors is prohibited.

4. *Screened Loading Areas:* Loading areas shall be screened in accordance with the Fencing, Walls, and Screening section (See Section 4-09-01-04) of these standards and regulations.

4-09-02-12 INDOOR COMMERCIAL RECREATION/ENTERTAINMENT

4-09-02-12-01 **GENERAL**

1. *Setback from Residential Properties:* Not applicable.
2. *Setback from School Properties:* No amusement shall be permitted within five hundred (500) feet of the lot line of a public or private school serving students in the 12th grade or under.
3. *Outdoor Storage:* Accessory outdoor storage is prohibited. All facilities for storage of supplies shall be located within a building.
4. *Garbage Storage:* Any garbage storage area located outside shall be screened from public view in accordance with the Fencing, Walls, and Screening section (See Section 4-09-01-04) of these standards and regulations.
5. *Outdoor Activities Prohibited:* All activities shall be performed or carried out entirely within an enclosed building.
6. *Full-Time Management:* The owner of the premises shall maintain a full-time adult manager responsible for the premises during all hours of operation.
7. *Nuisance Violation:* Any place of indoor commercial recreation/entertainment which becomes the location of frequent or repeated violations of County regulations or public disturbance, shall be declared to be a nuisance, and may be cited for a nuisance violation under this section.

4-09-02-12-02 **AMUSEMENT CENTER, VIDEO ARCADE, POOL ARCADE**

1. *Location:* No amusement center shall be established within five hundred (500) feet of a public or private school serving students in the 12th grade or under.
2. *Hours of Operation:* An amusement center shall not be open to the public before 11:00 a. m. or after 11:00 p.m.
3. *Security:* The owner shall maintain one (1) full-time security guard for every twenty (20) coin operated amusement devices.

4-09-02-12-03 **EVENT CENTERSAUDITORIUMS, ASSEMBLY HALLS, MOVIE THEATERS**

1. *Minimum Parcel Area:* one-half (½) acre

2. *Security*: The owner shall maintain one (1) full-time security guard for every ten thousand (10,000) square feet of ~~event center auditorium, assembly hall or~~ movie theater.

4-09-02-12-04 *BOWLING ALLEYS*

1. *Minimum Parcel Area*: one (1) acre
2. *Security*: The owner shall maintain one (1) full-time security guard for every ten thousand (10,000) square feet of bowling alley.

4-09-02-12-05 *ROLLER SKATING RINKS*

1. *Minimum Parcel Area*: one (1) acre
2. *Security*: The owner shall maintain one (1) full-time security guard for every ten thousand (10,000) square feet of roller skating rink.

4-09-02-13 *KENNEL, COMMERCIAL*

1. *Number of Dogs and/or Cats Permitted*: The maximum number of dog and/or cats permitted in a commercial kennel can be found in Section 4-22. The maximum number of dogs and/or cats allowed does not apply to offspring under five (5) months of age, belonging to one of the adult animals.
2. *Minimum Space Requirements*:
 - a. *Dogs*: Each dog shall be provided a minimum space equal to the following equation:
 - (1) Width of Kennel = Length of dog from nose to base of tail + 2 feet.
 - (2) Length of Kennel = Width of Kennel + 2 feet.
 - (3) Height of Kennel = Head height of dog standing on all four legs + 1 foot.
 - b. *Cats*: Each adult cat shall be provided a minimum of six (6) cubic feet of area. Adult female cats with kittens below three (3) months of age shall be provided with a minimum of eight (8) cubic feet of area.
3. *Waste Disposal*: All animal and food wastes shall be handled and disposed of in a sanitary manner as approved by Tri-County Health Department.
4. *Pest Control*: Environmental and/or chemical and scientific controls shall be provided for pest control.
5. *Drainage*: Adequate drainage facilities or improvements shall be constructed to protect any adjacent rivers, streams, or other bodies of water from pollution.
6. *Washroom*: A washroom consisting of a basin or sink and a lavatory shall be provided to maintain the cleanliness among animal caretakers.

7. *Mixing of Dogs and Cats:* Dogs and cats shall not be housed in the same primary enclosure.
8. *Care of Animals:* All dogs and/or cats shall be cared for in a humane and sanitary manner as approved by Adams County Animal Control and Tri-County Health Department.
9. *Operator License Required:* All breeding and boarding kennel operators shall be licensed by the Colorado Department of Agriculture.
10. *Permanent Resident on Property Required:* A person responsible for the commercial kennel, whether the owner of the facility or an employee, shall reside permanently on the subject property. If a responsible party is not available on site, the name and phone number of a responsible party shall be posted on the front of the kennel, on the front door of the caretaker's residence, and in an area visible to any person initially entering the premises. Any dwelling unit constructed to house the owner or employee shall meet the applicable zone district requirements.

4-09-02-14 LODGING, COMMERCIAL

1. *Access:* The parcel shall be accessed by a collector or arterial road or highway.
2. *Setback from Residential Zone:* Not applicable.
3. *Entrances:* The building elevation of the principal structure shall have at least one (1) road-oriented entrance.
4. *Outdoor Storage:* Accessory outdoor storage is prohibited. All facilities for storage of supplies shall be located within a building.
5. *Garbage Storage:* Any garbage storage area located outside shall be screened from public view in accordance with the Fencing, Walls, and Screening section (See Section 4-09-01-04) of these standards and regulations.
6. *Accessory Uses:* Any accessory commercial activities such as restaurants and any outdoor recreational activities such as swimming pools shall not be located along the side of the property adjacent to a residential zone or use.

4-09-02-15 MESSAGE BUSINESS

4-09-02-15-01 GENERAL

1. *Required Education:* The applicant/operator shall demonstrate proof of 1,000 hours of completed training in massage therapy with major study in theory, method, profession or work of massage, which includes principles of anatomy and physiology. Employees are only required to complete 500 hours of completed training. Training shall be completed at a massage therapy school

or equivalency program accredited by the state board of education or division charged with the responsibility to approving private occupational schools.

2. *Criminal Background Investigation:* The Adams County Sheriff's Department shall complete a Criminal Background Investigation and shall issue identification cards to all employees/operators.
3. *Zoning Required:* A Conditional Use Permit is required to operate a Massage Business in the C-0, C-1, C-2, C-3, C-4 or C-5 Zone District. Massage Businesses are prohibited in all other Zone Districts.
4. *Time Limitation:* Conditional Use Permits for Massage Businesses may only be issued for a maximum of five (5) years. Renewals shall be considered a Major Amendment and require approval by the Board of County Commissioners. Applications for renewals shall be made not less than ninety (90) days and not more than one-hundred-twenty (120) days prior to the date of expiration.
5. *Annual Reporting:* The applicant/operator shall provide an annual report for review by the Director of Community and Economic Development and the Adams County Sheriff's Department. Reports shall include re-certification of educational requirements, revised Criminal Background Investigation, and issuance of identification cards to any new employees.
6. *Location:* In determining compatibility with the surrounding area, the Board of County Commissioners may consider locating Massage Businesses meeting the following geographic criteria:
 - a. Adjacent to arterial roads as listed in the Adams County Transportation Plan;
 - b. Adjacent to medical offices or other health-related businesses; and
 - c. In commercial/business areas visible to the traveling public.
7. *Denial of a Conditional Use Permit:* Applicant/operator shall not be eligible for a Conditional Use Permit within one (1) year of a denial by the Board of County Commissioners for the same location.
8. *Failure to Comply with Requirements:* May necessitate a show cause hearing before the Board of County Commissioners where the action taken on the Conditional Use Permit may include, but is not limited to suspension or revocation.

4-09-02-16 OFFICE**4-09-02-16-01 GENERAL**

1. *Access:* Entrances to the site shall be minimized and placed in such a way as to maximize safety, maximize efficient traffic circulation, and minimize the impact on any surrounding residential neighborhood.
2. *Entrances:* The building elevation of the principal structure shall have at least one (1) road-oriented entrance.
3. *Outdoor Storage:* Accessory outdoor storage is prohibited. All facilities for storage of supplies shall be located within a building.
4. *Garbage Storage:* Any garbage storage area located outside shall be screened from public view in accordance with the Fencing, Walls, and Screening section (See Section 4-09-01-04) of these standards and regulations.
5. *Outdoor Activities Prohibited:* All uses shall be performed or carried out entirely within an enclosed building.

4-09-02-17 OUTDOOR COMMERCIAL RECREATION**4-09-02-17-01 GENERAL**

1. *Access:* All outdoor commercial recreation shall have collector or arterial road or highway access. No direct access points through a residential road or along a collector serving only residential areas shall be allowed.
2. *Residential Zone Setback:* Not applicable.
3. *Outdoor Storage:* Accessory outdoor storage is prohibited. All facilities for storage of supplies shall be located within a building.
4. *Garbage Storage:* Any garbage storage area located outside shall be screened from public view in accordance with the Fencing, Walls, and Screening section (See Section 4-09-01-04) of these standards and regulations.
5. *Full-Time Management:* The owner of the premises shall maintain a full-time adult manager responsible for the premises during all hours of operation.
6. *Nuisance Violation:* Any outdoor commercial recreation which becomes the location of frequent or repeated violations of County regulations or public disturbance shall be declared to be a nuisance.
7. *Noise Control:* No central outdoor loudspeakers shall be permitted.

4-09-02-17-02 AMUSEMENT PARKS

1. Minimum Lot Area: five (5) acres

2. Hours of Operation: The amusement park shall limit its hours of operation to 9:00 AM to 10:00 PM.
3. Setback from Residential Properties: No amusement shall be permitted within one (1) mile of the lot line of a residentially zoned or used property unless a waiver is obtained in writing from the residential property owner(s) within one (1) mile and a disclosure document is recorded against the residential property. If a waiver can not be obtained but every reasonable effort has been made by the applicant to receive a waiver, the applicant may apply for a Variance from the Board of Adjustment. Proof shall be submitted in the form of copies of certified mail sent to the residents affected.
4. Security: The owner shall maintain one (1) full-time security guard for every ten thousand (10,000) square feet of amusement.

4-09-02-17-03 *DRIVE-IN THEATERS*

1. *Minimum Parcel Size:* one (1) acre
2. *Maximum Screen Size:* fifteen hundred (1,500) square feet
3. *Projection Screen Visibility:* The projection screen shall not be visible from any public road within fifteen hundred (1,500) feet.
4. *Accessory Uses:* Accessory uses such as snack bars associated with the theater shall be designed for use by patrons of the drive-in theater only.
5. *Screening:* Vehicle parking areas shall be screened so lights will not shine onto adjacent property.
6. *Vehicle Stacking Lanes:* three hundred (300) foot vehicle stacking lanes shall be provided outside the theater entrance.
7. *Dust Control:* If the vehicle parking area is not paved, the theater owner shall spray the lot to control dust from blowing onto adjacent properties.
8. *Property for Daytime Uses:* The use of the theater property for day time uses, including but not limited to, flea markets, vending stands, and fireworks stands, shall require a Temporary Use Permit.

4-09-02-17-04 *GUN AND ARCHERY RANGES*

1. *Minimum Parcel Area:* two (2) acres
2. *Setback from Residential Properties:* No shooting range shall be located within one (1) mile of a residentially zoned or used property unless a waiver is obtained in writing from the residential property owner(s) within one (1) mile and a disclosure document is recorded against the residential property. If a waiver cannot be obtained but every reasonable effort has been made by the applicant to receive a waiver, the applicant may apply

for a Variance from the Board of Adjustment. Proof shall be submitted in the form of copies of certified mail sent to the residents affected.

3. *Fencing*: The entire range shall be enclosed by a fence a minimum of six (6) feet high.
4. *Warning Signs*: Warning signs that read “Warning: Shooting Range” shall be posted every one hundred (100) feet on the fence.
5. *Bufferyard*: Two (2) Type D Bufferyards shall encircle the perimeter of the gun range to provide a natural noise barrier. A ten (10) foot berm shall be incorporated into the bufferyard around the site.
6. *Line of Fire*: Line of fire shall be as close to horizontal as possible, but never below horizontal.
7. *Certified Instructor*: The shooting range shall be supervised by a range officer or a National Rifle Association certified instructor.

4-09-02-17-05 *ICE SKATING RINKS*

1. *Minimum Parcel Area*: one (1) acre
2. *Setback from Residential Properties*: Not applicable.

4-09-02-17-06 *MINIATURE GOLF COURSES*

1. *Minimum Parcel Area*: one (1) acre
2. *Setback from Residential Properties*: Not applicable

4-09-02-17-07 *WATER SLIDE COURSES*

1. *Minimum Parcel Area*: two (2) acres
2. *Setback from Residential Properties*: Not applicable.
3. *Certified Lifeguard*: One (1) certified lifeguard shall be on duty during all hours of operation.

4-09-02-18 *RACING FACILITIES*

4-09-02-18-01 *GENERAL*

1. *Minimum Parcel Area*: forty (40) acres
2. *Outdoor Storage*: Accessory outdoor storage is prohibited. All facilities for storage of supplies shall be located within a building.
3. *Setback from Residential Properties*: No racing facility shall be permitted within one (1) mile of the lot line of a residentially zoned or used property. If

a waiver cannot be obtained but every reasonable effort has been made by the applicant to receive a waiver, the applicant may apply for a Variance from the Board of Adjustment. Proof shall be submitted in the form of copies of certified mail sent to the residents affected.

4. *Nuisance Violation:* Any racing facility which becomes the location of frequent or repeated violations of County regulations or public disturbance, shall be declared to be a nuisance, and may be cited for a nuisance violation under this section.

4-09-02-18-02 *AUTOMOBILE AND TRUCK RACING*

1. *Location:* All automobile and truck racing facilities shall be located at least one (1) mile from any residentially used or zoned property. If night racing is proposed and the track will be lighted, the automobile and truck racing facility shall be located at least two (2) miles from any residentially zoned or used property. If a waiver cannot be obtained but every reasonable effort has been made by the applicant to receive a waiver, the applicant may apply for a Variance from the Board of Adjustment. Proof shall be submitted in the form of copies of certified mail sent to the residents affected.
2. *Screening:* All racing facilities shall be enclosed by an eight (8) foot high minimum screen fence or wall.

4-09-02-18-03 *DOG AND HORSE RACING*

1. *Location:* All dog racing facilities shall be located at least one (1) mile from any residentially zoned or used property. If a waiver cannot be obtained but every reasonable effort has been made by the applicant to receive a waiver, the applicant may apply for a Variance from the Board of Adjustment. Proof shall be submitted in the form of copies of certified mail sent to the residents affected.
2. *Screening:* All racing facilities shall be enclosed by a six (6) foot high minimum screen fence or wall.
3. *Dog Kennels:* If kennels are provided on the premises, the kennels shall meet all requirements for a commercial kennel as established in these standards and regulations.

4-09-02-19 RESTAURANTS

4-09-02-19-01 *GENERAL*

1. *Outdoor Storage:* Accessory outdoor storage is prohibited. All facilities for storage of supplies shall be located within a building in accordance with Section 4-03-04-02-03.

2. *Garbage Storage:* Any garbage storage area located outside shall be screened from public view in accordance with the Fencing, Walls and Screening in Section 4-09-01-04 of these standards and regulations.
3. *Smoke and Odor Control:* Smoke and odor shall be controlled by kitchen exhaust fans, or other means.

4-09-02-19-02 *BARS AND COCKTAIL LOUNGES*

1. *Effect of Bar or Cocktail Lounge on Neighborhood:* Operation of the establishment shall not be detrimental to the health, safety, peace, comfort and general welfare of persons residing or working in the neighborhood or be injurious to property or improvements in the area.
2. *Established Need:* The use shall serve public convenience and necessity.
3. *Liquor License Required:* A Liquor License is required from the Board of County Commissioners prior to operation pursuant to state law.

4-09-02-19-03 *DRIVE-THRU RESTAURANTS*

1. *Limited Number of Establishments:* The use shall not contribute to a disproportionate number of drive-thru establishments in the area or contribute to a land use mix inconsistent with the specific purpose of the zone district in which it is proposed.
2. *Hours of Operation:* Drive-thru establishments within two-hundred-fifty (250) feet of any residentially zoned or used property shall be open for business no earlier than 6:30 AM and close no later than 12:00 AM.
3. *Drive-Thru Window Approval:* The Director of Community and Economic Development shall determine pedestrian safety, the welfare of the adjacent neighborhood, and maintenance of traffic circulation have been adequately addressed before approving the drive-thru window.
4. *Drive-Thru Lanes:* Drive-thru lanes shall be separate from the circulation lanes needed for access and parking.
5. *Drive-Thru Setbacks from residentially zoned or used property:* Not applicable.
6. *Landscaping:* Planting requirements for the drive-up window and access lanes shall be the same as those required for parking area landscaping.

4-09-02-20 SERVICES

4-09-02-20-01 GENERAL

1. *Access:* Entrances to the site should be minimized and placed in such a way as to maximize safety, maximize efficient traffic circulation, and minimize the impact on any surrounding residential neighborhood.
2. *Entrances:* The building elevation of the principal structure shall have at least one (1) road-oriented entrance.

4-09-02-20-02 OUTDOOR ACTIVITIES PROHIBITED

All uses shall be performed or carried out entirely within an enclosed building.

4-09-02-20-03 OUTDOOR STORAGE

Accessory outdoor storage is prohibited. All facilities for storage of supplies shall be located within a building.

4-10 INDUSTRIAL USES PERFORMANCE STANDARDS

4-10-01 GENERAL PERFORMANCE STANDARDS

4-10-01-01 PURPOSE

The purpose of the following general performance standards is to address elements of planning, design, operation and maintenance to be applied to all industrial development in Adams County. Any use-specific performance standards contained in these standards and regulations shall also be applied. Where a use-specific performance standard conflicts with a general performance standard, the use-specific standard shall apply.

4-10-01-02 SUBSECTIONS

The following general performance standards are included in this section:

1. Fencing, Walls and Screening

The following general performance standards are located in other sections of these standards and regulations:

1. Parking (See Section 4-12)
2. Signage (See Section 4-01)
3. Landscaping (See Section 4-16)
4. Weeds and Offending Vegetation (See Section 4-17)
5. Site Design Considerations (See Section 4-20)
6. Operational Standards (See Section 4-13)
7. Off-Road Utility, Dumpster, Recycling, and Trash Handling Facilities (See Section 4-21)
8. Off-Premise Signs (See Section 4-15)
9. Sexually Oriented Businesses (See Section 4-19)

4-10-01-03 FENCING, WALLS AND SCREENING

4-10-01-03-01 *MAXIMUM HEIGHT*

Ninety-six (96) inches, which may include more than four (4) strands of barbed wire forming the top eighteen (18) inches or less of the fence, placed at a forty-five (45) degree angle.

4-10-01-03-02 *FENCE BOTTOM*

The bottom of the fence shall be no more than six (6) inches above grade at any point.

4-10-01-03-03 *FENCES PROHIBITED IN LANDSCAPED AREA*

No fence shall be permitted within any required landscaped area.

4-10-01-03-04 *ELECTRIC AND BARBED WIRE FENCING PROHIBITED*

Electric fencing and fencing consisting only of barbed wire are prohibited as an external boundary fence.

4-10-01-03-05 *RELATIONSHIP TO STRUCTURE DESIGN*

Fencing shall relate to the principal architectural features of the building in design, location and the way in which it connects to the building.

4-10-01-03-06 *LONG RUNS OF FENCING DISCOURAGED*

Long runs of fencing parallel to public roads are discouraged. Where long runs cannot be avoided, the horizontal alignment of the fences shall be varied to create visual variety and to provide planting pockets between the fence and the road. In addition, periodic breaks in fences should be considered to facilitate pedestrian, bicycle, and transit use.

4-10-01-03-07 *SCREEN FENCING*

Screen fencing is required to conceal outside storage from all adjacent road right-of-way and lesser intensity uses. Screening is not required between storage yards provided neither yard is visible from an adjacent road right-of-way. This section does not affect required landscaping along street frontages or buffering requirements contained in these regulations. In all practicable cases, the screen fencing addressed below shall be behind the required landscaping. The following criteria shall be followed in determining what form of screening is appropriate to accomplish visual buffering of outside storage yards in the County.

1. If the property is already developed and the proposed storage area is enclosed by an existing chain link fence, which has a useful life remaining, the property owner shall:
 - a. Install heavy gauge PVC or vinyl inserts.
 - b. The inserts shall achieve a minimum of ninety (90) percent opacity.
 - c. Color of the inserts is at the discretion of the applicant.

- d. If the existing fence does not have a remaining useful life, the property (or portion of the property affected) defaults to item 2.
2. If the property is not developed and is proposed for outside storage, the property owner shall conceal all outside storage with an eight foot solid wood fence or masonry wall.
3. If the property is not feasibly screened by a fence from an adjacent road due to topography, the property owner shall:
 - a. Install fast growing trees (preferably a mix of coniferous and deciduous) appropriately spaced to ensure complete screening at maturity.
 - b. A chain link fence may be constructed at the discretion of the applicant, but must be placed to the interior of the screening trees.
4. All fencing shall be maintained and kept in good condition at all times. Condition of fences shall be evaluated through a review of:
 - a. Structural integrity and being functionally sound under the Uniform Building Code; and
 - b. Substantially the same condition as originally permitted or constructed.

4-10-01-03-08 *GARBAGE AREA SCREENING*

Garbage area screening shall consist of a six (6) foot high minimum screen fence.

4-10-01-03-09 *OUTDOOR STORAGE SCREENING*

Outdoor storage area screening shall consist of a six (6) foot high minimum screen fence. Outdoor storage shall not be allowed above the height of the fence.

4-10-01-03-10 *MASONRY WALL*

All walls specified to be masonry shall be solid and constructed out of a brick or stone material. The wall shall not permit the contents within the wall to be seen from the outside.

4-10-01-03-11 *NOISE BARRIER FENCING*

Where existing and proposed arterial roads or state highways traverse, or are adjacent to areas of proposed commercial development, the Director of Community and Economic Development may require noise barrier fencing be installed by the developer. Such fencing shall meet the minimum standards of the Colorado Department of Transportation and these standards and regulations.

4-10-01-03-12 *RETAINING WALLS*

Any retaining wall over ~~three-four~~ (43) feet in height shall require plans prepared by a professional engineer as a condition for a building permit except where waived by the Director of Community and Economic Development.

4-10-01-03-13 *TRAFFIC VIEW OBSTRUCTION*

Traffic view obstruction as outlined in these standards and regulations, by any fence, wall or screen, is prohibited.

4-10-01-03-14 *SIDEWALK MAINTENANCE*

The property owner of land abutting a constructed public right-of-way is responsible for construction and maintenance of curb, gutter, and sidewalk along the right-of-way abutting his property including snow removal for pedestrian access.

4-10-02 PERFORMANCE STANDARDS BY USE CATEGORY

4-10-02-01 SUBSECTIONS

The following specific performance standards are included in this section:

1. Business Park Uses
 - a. Research, Development and Testing
2. Extraction and Disposal Uses
 - a. Extraction Uses
 - b. Solid and Hazardous Waste Disposal
 - c. Oil and Gas Well Drilling and Production
3. Heavy Industrial
 - a. Auction Yards, With Livestock
 - b. Chemical, Petroleum and Explosive Manufacturing
 - c. Metal Industries, Automobile Manufacturing
 - d. Paper, Pulp and Saw Mills
 - e. Salvage Yards
 - f. Recycling Facilities, including Scrap Tire
 - g. Solid Waste Transfer Stations

- h. Outdoor Storage in excess of 100% of the building area
- 4. Light Industrial
 - a. Auction Houses, Without Livestock
 - b. Dry Cleaning Plants
 - c. Electronic, Fabric, Furniture, Medical Supply Production
 - d. Food Product Processing and Manufacturing
 - e. Landscape Contractor Storage Yard
 - f. Accessory Outdoor Storage (Not to Exceed 100% of the building area)
- 5. Energy Facilities
 - a. Solar Energy System
- 6. Moderate Manufacturing or Processing
 - a. Cement, cinder block, concrete, lime or plaster manufacturing

4-10-02-02 BUSINESS PARK USES

4-10-02-02-01 GENERAL

1. *Access:* Entrances to the site should be minimized and placed in such a way as to maximize safety, maximize efficient traffic circulation, and minimize the impact on any surrounding residential neighborhood.
2. *Outdoor Storage:* Materials may be stored outdoors, provided the storage area is consistent with the zone district allowances. All outdoor storage shall be screened in accordance with the Fencing, Walls and Screening section (See Section 4-10-01-03) of these standards and regulations. ***Adopted by the BoCC on December 13, 2010**
3. *Garbage Storage:* Any garbage storage area located outside shall be screened from the view of the public.
4. *Outdoor Activities Prohibited:* All equipment, material storage, and uses shall be performed or carried out entirely within an enclosed building.

4-10-02-02-02 RESEARCH, DEVELOPMENT AND TESTING

1. *Minimum Parcel Area:* one (1) acre
2. *Fire District Review:* All plans shall be reviewed by the applicable fire district prior to approval in order to determine existing services provide adequate protection for citizens.
3. *Setback from Residential Zoning:* Not applicable.

4. *Outdoor Activities Prohibited:* All equipment, materials and uses shall be performed or carried out entirely within an enclosed building.
5. *Smoke and Odor Control:* Smoke and odor shall be controlled by filter, scrubbers, fans, or other means.

4-10-02-03 **EXTRACTION AND DISPOSAL USES**

4-10-02-03-01 ***EXTRACTION USES***

1. *Compliance with Colorado Department of Natural Resources:* Requirements contained in this section shall not exempt the owner or operator of an extractive industry from compliance with the requirements of Colorado Department of Natural Resources. Prior to the approval of a Conditional Use Permit by the Board of County Commissioners, a reclamation contract shall be signed and approved by the owner or operator and the Colorado Department of Natural Resources.
2. *Site Size:* The site of an extractive industry shall be of sufficient size and dimensions to accommodate the proposed operations.
3. *Blasting Hours:* Operations utilizing explosive devices shall be restricted to Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.
4. *Stagnant Water:* Pockets and stagnant pools of water resulting from surface drainage shall either be:
 - a. Sprayed to eliminate breeding places for mosquitoes and other insects using methods and chemicals approved by the Colorado Department of Agriculture; or
 - b. Drained to prevent the creation of such breeding places.
5. *Plan for Development of the Site:* A plan for the Mining Phase and the Reclamation Phase shall be approved by the Director of Community and Economic Development.
6. *Standards of the MCO Zone District:* All other operation and rehabilitation standards of the Mineral Conservation Overlay (MCO) Zone District shall apply as outlined in Section 3-35-06.
7. *Recreational Prospecting in Creeks and Rivers:* In stream recreational prospecting using non-motorized equipment is not regulated by the County. It is incumbent upon the operator of a non-motorized in stream recreational prospecting site to notify and gain permission of the property owner. The use of motorized equipment for such an operation is considered mining. Any operation using motorized equipment is prohibited.

4-10-02-03-02 *SOLID AND HAZARDOUS WASTE DISPOSAL*

1. *General Operating and Performance Standards:* The following General Operating and Performance Standards are applicable to all Solid Waste Disposal Sites and/or Processing Facilities:
 - a. Compliance with Colorado Solid Waste Act: Operators shall comply with the Colorado Solid Waste Act (C.R.S. 30-20-100 et. seq.), and all regulations promulgated pursuant to said Act by the Colorado Department of Public Health and Environment.
 - b. Compliance with State Standards and Regulations: Operators shall comply with all adopted State and Federal regulations, whether such regulations are adopted prior to, or after, approval of a Certificate of Designation under these standards and regulations.
 - c. Performance Bond Required: Prior to commencing operations, and thereafter during the active life of the facility, the operator shall post and maintain a performance bond or other approved financial instrument with Adams County.
 - d. Liability Insurance Required: All solid waste disposal site and/or processing facility operators shall maintain adequate liability insurance in the amount of one million dollars and submit evidence of such insurance upon request from the Director of Community and Economic Development.
 - e. Outdoor Processing Prohibited: All solid waste processing facility operations shall take place completely enclosed within a building unless otherwise specifically provided for in the approved plan.
 - f. User Service Charges Required: All solid waste disposal site and/or processing facility operators shall collect service charges from users for the purpose of solid waste management in the County. Such charges shall be collected pursuant to the Board of County Commissioners Resolution of August 28, 1985, as amended.
 - g. Uncovered Loads: All uncovered loads shall be charged double the normal disposal rate.
 - h. Waste Along Public Rights-of-Way Control: Operators shall remove trash, or other waste material, disposed of or treated at their facility, along all public rights-of-way within one (1) mile of the facility and up to five (5) miles along the approved haul routes, or as otherwise specified.
 - i. Odor Control: At no time shall a waste disposal site or waste processing facility create malodorous conditions.
 - j. Erosion Control: At no time shall a waste disposal site or processing facility allow soil loss or erosion beyond that provided for in the erosion control measures approved in the design and operations plan.

- k. **Storage of Untreated or Unprocessed Waste:** Storage of authorized untreated or unprocessed waste shall not exceed the time limit described in the approved plan, conditions of approval required with the Certificate of Designation, or otherwise required by the Colorado Department of Public Health and Environment.
- l. **Outside Storage:** All allowed accessory outside storage shall be concealed by an eight (8) foot solid screen fence or other effective screening material as approved by the Director of Community and Economic Development.
- m. **Right-of-Way Screening:** All new facilities shall provide and maintain attractive visual screening from any public right-of-way from which the facility is visible.
- n. **Waste Minimization Program:** All operators shall conduct a waste minimization program both with the community and with generators, providing public information and assistance for waste reduction, recycling, and reuse programs.
- o. **Certification of Special Structures and Equipment:** Special structures not addressed in these standards and regulations, and processing equipment which has the potential to create external environmental impacts (through air emissions, groundwater impacts, etc.), shall be certified by a registered professional engineer or other qualified expert, as determined by the Director of Community and Economic Development, as to proper installation and construction in accordance with the approved design and operations plan prior to start of operations.
- p. **Quarterly Reports:** Operators shall submit quarterly reports no later than thirty (30) calendar days following the end of the calendar quarter to the Director of Community and Economic Development, Tri-County Health Department, and the Colorado Department of Public Health and Environment, summarizing:
 - (1) **Results of Monitoring Data:** The results of air and water monitoring data, monitoring of landfill gas, and other environmental monitoring data, as applicable, prepared by a qualified independent firm or other qualified professionals, including in-house certified staff and laboratories acceptable to the Director of Community and Economic Development.
 - (2) **Received Waste Figures:** Daily average and cumulative figures for the quantity and types of waste received. The cumulative figure shall be related to a percentage completion figure for the current phase of operation, or approved operating capacity.
 - (3) **Gross Quarterly Revenues:** Gross quarterly revenues for calculation of the County's Solid Waste Management Fee.

- q. Annual Reports: Operators shall submit annual reports to the Director of Community and Economic Development, Tri-County Health Department, and the Colorado Department of Public Health and Environment.
 - (1) Purpose of Annual Reports: The annual reports shall be used to determine if the amount of the performance bond is still adequate and whether timely progress is being made toward completion or closure, if applicable to the specific operation.
 - (2) Content of Annual Reports: The annual reports shall summarize the following information
 - (a) Waste Types and Volumes: The waste types and volumes handled throughout the year.
 - (b) Operation Completion: The percentage of operation completion to date.
 - (c) Monitoring Information: An interpretation of all monitoring information on a yearly basis.
 - (d) Reclamation Activities: A tabulation of reclamation activities to date.
 - (e) Operational Plans for Following Year: A description of operational plans for the following calendar year.
- 2. *Landfill Standards (required in addition to General Standards):*
 - a. Quality Assurance (QA) Program Required: All operators shall fund an independent quality assurance (QA) quality control program to ensure construction of synthetic or clay liners for cells meet required specifications in the approved design and operations plan. The QA program shall be performed by a qualified professional, approved by the Director of Community and Economic Development, representing the County. The expense shall be charged to the operator.
 - b. Radiation Monitoring Program: The landfill operator shall operate a radiation monitoring program in accordance with an approved plan.
 - c. Quantity of Paper Permitted: The quantity of paper permitted in a demolition and construction debris landfill is limited and is established by the Board of County Commissioners for each landfill. This standard shall be followed during operations.
- 3. *Incinerator Standards (required in addition to General Standards):*
 - a. Monitoring Program: The specific monitoring program approved by the County for on-site soils and air monitoring shall be followed.
 - b. Waste Minimization Program: The waste minimization program approved by the County shall be followed.

- c. Ash Transportation: All ash will be transported in a manner minimizing the release of fugitive dust.
 - d. Pollution Control Device Residue Collection: The program for residue collection from air pollution control devices approved by the County shall be followed.
 - e. Incinerator Operation: The incinerator shall be operated in accordance with the approved design and operations plan.
 - f. Radioactivity Monitoring: The operator shall operate a low level radioactivity monitoring program in accordance with an approved plan.
4. *Inert Fill Operation Standards (required in addition to General Standards):*
- a. *Screening of Loads:* Operators shall inspect and screen each load of material brought to the fill site. Trash, organic material, and other waste material not meeting the definition of inert material shall be removed from each load at the screening location. A visual inspection and screening shall be made where loads are offloaded and materials not meeting the definition of inert material shall be removed. All materials removed from the waste stream shall be disposed of at an approved waste disposal facility and records of the transportation disposal shall be kept.
 - b. *Fencing:* An eight (8) foot solid screen fence or security fence, with additional screening material, as approved by the Director of Community and Economic Development, shall enclose all outside storage.
 - c. *Traffic Control Plan:* Provisions of the traffic control plan shall be followed.
 - d. *Nuisance Control Plan:* Provisions of the nuisance control plan shall be followed.
 - e. *Appearance:* All sites shall maintain a clean, neat, and orderly appearance. Stockpiles of materials may only be placed as specified in the design and operation plan.
 - f. *Performance Bond:* Prior to commencing operations, and thereafter during the active life of the facility, and for five (5) years after closure, the operator shall post and maintain a performance bond or other approved financial instrument with Adams County. The amount of said bond shall be \$2,000.00 per acre. Should any corrective actions be required by the County in order to protect the health, safety, and general welfare which result from failure of the operator to follow any regulations, standards, or conditions of approval, the performance bond shall be forfeited in an amount sufficient to defray the expense of said actions, including staff time expended by Adams County involved in such corrective actions.
5. *Composting Operation Standards (required in addition to General Standards):*

- a. *Removal of Trash from Right-of-Way:* Operators shall remove trash, or other waste material, of the type which is brought to the composting facility, along all public rights-of-way within one-half (1/2) mile of the facility.
 - b. *Performance Bond:* Prior to commencing operations, and thereafter during the active life of the facility, the operator shall post and maintain a performance bond or other approved financial instrument with Adams County. Said bond shall be sufficient to ensure compliance with operating conditions of the Permit, the amount of which shall be established by the Board of County Commissioners. Should any corrective actions be required by the County in order to protect the health, safety, and general welfare which result from failure of the operator to follow any regulations, standards, or conditions of approval, the performance bond shall be forfeited in an amount sufficient to defray the expense of said actions, including staff time expended by Adams County involved in such corrective actions.
 - c. *Environmental Bond:* Prior to commencing operations, and thereafter during the active life of the facility, and for five (5) years after closure, the operator shall post a bond sufficient to ensure compliance with the closure plan, and to effect remedial measures if environmental damage is found to be taking place.
 - d. *Traffic Control Plan:* Provisions of the approved traffic control plan shall be followed.
 - e. *Appearance:* All sites shall maintain a clean, neat, and orderly appearance. Litter, dust, and odors may not leave the boundaries of the site.
 - f. *Vehicle Parking:* Transfer vehicles may not be parked on public streets.
 - g. *Vector Controls:* All sites shall maintain vector controls as prescribed by the approved plan.
 - h. *CDPHE Regulations:* Colorado Department of Public Health and Environment Regulations 6CCR 1007-2, Section 14 are hereby incorporated in these Zoning Regulations.
6. Infectious Waste Disposal Site and/or Processing Facility Standards (required in addition to General Standards)
- a. *Radiation Monitoring Program:* The operator shall operate a radiation monitoring program in accordance with an approved plan.
 - b. *General Monitoring Program:* The general monitoring program, approved by the County for each infectious waste disposal and/or processing facility, shall be adhered to.
 - c. *Temperature Operating Charts:* Temperature operating charts from an infectious waste disposal and/or processing facility shall be retained for

two (2) years for review by the Director of Community and Economic Development. The County may require additional monitoring if a facility has problems maintaining a temperature or other operational standard.

- d. **Truck Washing:** All trucks shall be washed at least once a week with a detergent and disinfectant to minimize nuisance conditions, unless spills or leaks are detected which must be disinfected immediately. All wash water shall be properly controlled to prevent runoff.
 - e. **Waste Incineration:** Infectious waste incineration facilities shall be permitted to burn infectious waste only. Incineration of waste paper, contraband, or other materials is not permitted unless specifically approved as part of the wastestream.
7. *Hazardous Waste Disposal Site and Facility Standards:* All hazardous waste disposal sites and facilities shall meet the standards established by State and Federal regulatory requirements.

4-10-02-03-03

OIL AND GAS FACILITY

4-10-02-03-03-01

Purpose

This Section is enacted to protect and promote the health, safety, values, convenience, order, prosperity and general welfare of the current and future residents of the County. It is the County's intent by enacting this Section to facilitate the development of oil and gas resources within the unincorporated area of the County while avoiding or mitigating potential land use conflicts between such development and existing, as well as planned, land uses. It is recognized that under state law the surface and mineral estates are separate and distinct interests in land and that one may be severed from the other. Owners of subsurface mineral interests have certain legal rights and privileges, including the right to use that part of the surface estate reasonably required to extract and develop their subsurface mineral interests from a consenting surface owner, subject to compliance with the provisions of this Section and any other applicable statutory and regulatory requirements. Similarly, owners of the surface estate have certain legal rights and privileges, including the right to have the mineral estate developed in a reasonable manner and to have adverse impacts upon their property, associated with the development of the mineral estate, avoided or mitigated through compliance with this Section.

4-10-02-03-03-02

Definitions

Oil and Gas Facility means an oil and gas facility as defined by the rules and regulations of the Colorado Oil and Gas Conservation Commission.

For any other definition not listed in this section, the definitions listed in Chapter 11 of the Adams County Development Standards and Regulations and the COGCC's regulations shall govern. If there is a conflict between the definitions in Chapter 11 and the COGCC's definitions, the COGCC's definitions shall prevail. If the term is not found in the COGCC's definitions or in Chapter 11, the term shall have its common meaning along with the spirit and intent of the Development Standards and Regulations and may be subject to interpretation by the Director of Community and Economic Development or his or her designee.

4-10-02-03-03-03***General Provisions***

1. Access: Oil and gas well installation shall be located to provide convenient access, shall accommodate the traffic and equipment related to the oil and gas operations and emergency vehicles, and shall comply with COGCC rules and Adams County Development Standards and Regulations. Oil and gas operations must avoid or minimize impacts to the physical infrastructure of the county transportation system.
2. Building Permit Required: For all new or substantially modified wells, a building permit is required for the installation of permanent electrical, pumps, tank batteries, and all other above-ground structures as well as any other applicable permits including, but not limited to, culvert permits, oversized-load permits, and floodplain use permit.
3. Setbacks: Oil and Gas Facilities shall be at least 1,000 feet from the property line of any existing residences or platted residential lots, schools or future school facilities, state licensed daycares, high occupancy building units, and environmentally sensitive areas.
 - a. Administrative Waiver from Setback Requirements: an administrative waiver may be obtained from the setback requirements if the Operator receives a written waiver from each primary resident and property owner located within the setback.
4. Fees and Permits: All applicable County fees adopted by the County, including postage fees and inspection fees, must be paid at time of application and prior to issuance of a building permit, including for all applicable permits required by the Adams County Development Standards and Regulations.
5. Oil and Gas Road Impact and Maintenance Fees:
 - a. Operators must pay oil and gas road impact and maintenance fees, as approved by the Board of County Commissioners, for all proposed oil and gas wells and pads. This fee shall be paid at the time of issuance of an Oil and Gas Facilities Permit Any person or entity required to pay the oil and gas road impact fee may elect to submit an independent study and fee calculation to demonstrate that the nature, timing, or

location of the proposed oil and gas development is likely to generate impacts costing less to mitigate than the amount of the fee that would be generated by the use of the fee schedule. Any independent fee study for oil and gas development shall generally follow the methodology established in the Adams County Oil & Gas Traffic Impact Study.

- i. The preparation of the independent fee calculation study shall be the sole responsibility of the electing party.
- ii. Any person or entity who requests to perform an independent fee calculation study shall pay an application fee for administrative review. An administrative decision related to the independent study may be appealed to the Board of County Commissioners. The appeal shall be filed within 14 days of staff decision and shall follow the appeal process established for OGF Permit Waivers.

6. Safety Standards:

- a. Operator shall implement a safety management plan and maintain a safety management system applicable to all covered processes. Upstream facilities consisting of a standard, repeatable design may be covered with a single safety management plan. The safety management system shall provide for employees and systems to oversee implementation and periodic revision of the plan. The plan shall include the following elements and describe the manner in which each of the following elements will be applied to the covered processes:

~~i.~~ii. Process safety information. Compilation of written process safety information needed to conduct process hazard analysis. Process safety information shall include information pertaining to hazards of substances and chemicals used by the process, information pertaining to the technology of the process, information pertaining to the equipment used in the process, and information pertaining to the hazards of the substances or chemicals in the process. Documentation that equipment used in the process complies with recognized and generally accepted good engineering practices;

~~ii.~~iii. Operating procedures. Written operating procedures that provide clear instructions for safely conducting activities involved in each covered process consistent with the process safety information, and at least annual review of operating procedures to ensure they reflect current operating practices;

- ~~iii~~.iv. Employee participation. Plan for ensuring employee participation in conduct and development of process hazards analysis and access to process hazards analysis;
- ~~iv~~.v. Training. Written procedures detailing initial and refresher employee training requirements and documentation of employee training;
- ~~v~~.vi. Mechanical integrity. Written procedures designed to maintain the on-going integrity of process equipment, ensure employees involved in maintenance are properly trained to ensure the ongoing integrity of process equipment, ensure that process equipment is tested and inspected in accordance with manufacturer specifications, correct deficiencies in equipment in a safe and timely manner, and ensure that new equipment is installed or constructed properly;
- ~~vi~~.vii. Management of change. Written procedures to manage changes to covered processes, technologies, equipment and procedures;
- ~~vii~~.viii. Pre-startup reviews. Written procedures regarding pre-startup safety reviews;
- ~~viii~~.ix. Compliance audits. Written procedures requiring an audit every five years to verify compliance with the procedures and practices developed under the safety management plan, and procedures requiring correction of any deficiencies identified in audit; operator will make results of audit available to inspector upon request;
- ~~ix~~.x. Incident investigation. Written procedures requiring investigations of all near-misses and incidents, including root cause analysis of all incidents resulting in fatalities or serious environmental harm, establishing a system to promptly address and resolve the incident, and requiring that all employees and contractors whose job tasks are relevant to the investigation of the near miss or incident review the investigation report.
- ~~x~~.xi. Hot work. The facility shall ensure that all hot work complies with local and state fire prevention and protection requirements.
- ~~xi~~.xii. Contractors. Written procedures describing how operator screens, oversees, shares process safety and emergency response and preparedness information with contractors;
- ~~xii~~.xiii. Process hazard analysis. Process hazard analysis for each covered process;
- ~~xiii~~.xiv. Incident history. List of all reportable safety events as defined by the COGCC rules and regulations that have occurred at the

operator's facilities within the last five years, along with any investigation reports, root cause analysis and operational or process changes that resulted from the investigation of the accident;

~~xiv~~.xv. Safety culture assessment. Written procedures requiring operator periodically review safety culture, and at a minimum conduct such review after each major accident; and

~~xv~~.xvi. Inherently safer systems analysis. Require analysis at least every five years, whenever a change is proposed at the facility that could result in an incident, after an incident if recommended by the investigation report or root cause analysis, and during the design of new processes, equipment or facilities.

~~xvi~~.xvii. Operator shall make available the safety management plan to Adams County at the County's request. Adams County may retain outside consultants to review safety management plan and may request modifications to safety management plan based on its review. Operator must reimburse County for any costs associated with retaining outside consultants.

b. Automatic safety protective systems and surface safety valves. Operator is required to install automated safety system prior to commencement of production. Automated safety system shall include the installation, monitoring and remote control of a surface safety valve or a wellhead master control valve and shall be able to remotely shut in wells on demand. Surface safety valve or a wellhead master control valve shall be equipped to operate remotely via the automated safety protective system. Operator shall test automated safety system quarterly to ensure functionality and provide results of testing to County quarterly.

c. Incident and accident reporting.

i. Incidents. Within a week of any reportable safety event as defined by the COGCC, operator shall submit a report to the County including the following, to the extent available:

1. Fuel source, location, proximity to residences and other occupied buildings, cause, duration, intensity, volume, specifics and degree of damage to properties, if any beyond the facility, injuries to persons, emergency response, and remedial and preventative measures to be taken within a specified amount of time.

ii. County may require operator to conduct root cause analysis of any incidents or Grade 1 gas leaks, as defined by the COGCC.

- iii. Operator shall keep a daily incident log that shall be made available to Adams County upon request. Any spill or release that is reportable to the COGCC shall be simultaneously reported to the County's LGD and applicable fire district.
 - iv. Notification to the County's LGD of all spills of one barrel or more that leaves the facility, all spills of any material on permeable ground at the facility that has a reportable spill quantity under any law and copies of any self-reporting submissions that operator provides to the COGCC.
 - v. Notification of the surface owner or the surface owner's tenant, and the water rights holder if applicable, of spills and releases in conformance with COGCC Rules.
- d. Worker Training and Records
- i. Workers at an OGF shall have nationally recognized certifications for the work they are performing. This includes, but is not limited to, Hazard Communications Training, Hazardous Waste Operations Certifications, heavy equipment operator training, and welding certifications per API 1104 and/or ASME Section 9.
 - ii. All workers at an OGF shall have completed a nationally recognized occupational safety and health training program.
 - iii. Upon request from the County, the Operator shall supply the County written procedures detailing employee training requirements and training records.
7. Spill Prevention and Containment. Oil and gas operations shall be in compliance with COGCC safety and spill and release requirements.
- a. Requirements to minimize liquid spills and releases include the following:
 - i. Berms or other secondary containment devices around crude oil, condensate, and produced water storage tanks enclosing an area sufficient to contain and provide secondary containment for 110% of the largest single tank.
 - ii. Berms or other secondary containment devices shall be sufficiently impervious to contain any spilled or released material.
 - iii. Inspection of all berms and containment devices at regular intervals, but not less than monthly. Berms shall be inspected within forty-eight (48) hours of a precipitation event of 1.0" or more, and Operator shall make necessary repairs as soon as

- possible, but not more than seventy-two (72) hours after the event.
- iv. Maintain all berms and containment devices to ensure they are in good condition.
 - v. A prohibition on the storage or use of ignition sources inside the secondary containment area unless the containment area encloses a fired pressure vessel.
 - vi. Construction of containment berms using steel rings, designed and installed to prevent leakage and resist degradation from erosion or routine operation.
 - vii. Construction of secondary containment areas with a synthetic or engineered liner that contains all primary containment vessels and flowlines and is mechanically connected to the steel ring to prevent leakage.
 - viii. For locations within 500 feet and upgradient of a surface water body or ground water source , tertiary containment, such as an earthen berm, around oil and gas facilities. Alternately, the County may require Operator to install retention ponds for stormwater management.
 - ix. Discharge valves shall be secured, inaccessible to the public and located within the secondary containment area. Open-ended discharge valves shall be placed within the interior of the tank secondary containment.
- b. Anchoring. Anchoring is required within floodplain or geological hazard areas, as needed to resist flotation, collapse, lateral movement, sinking, or subsidence, and in compliance with Federal Emergency Management Agency (FEMA). All guy line anchors left buried for future use shall be identified by a marker of bright color not less than four feet in height and not greater than one foot east of the guy line anchor.
8. Chemical Handling and Requirements
- a. The owner or operator of any installation that is required to prepare or have available a safety data sheet for a hazardous chemical under the Occupational Safety and Health Act of 1970, 29 U.S.C. 651 et seq., and regulations promulgated under that Act, shall submit both a safety data sheet (SDS) for each such chemical and an annual emergency and hazardous chemical inventory form to the Local Emergency Planning Commission (LEPC) and the local fire district. A comprehensive and universal listing of all hazardous chemicals stored, handled, and/or used on site must be maintained in an inventory list and must be made available to the County upon request. .

- b. Drilling and completion chemicals shall be removed at most sixty days after completion.
- c. Operator shall provide to the County a copy of the chemical disclosure registry form provided to the COGCC pursuant to the COGCC's "Hydraulic Fracturing Chemical Disclosure" rule prior to conducting hydraulic fracturing.
- d. The following toxic, including orally toxic chemicals shall not be added to the hydraulic fracturing fluid:
 - 1. Benzene
 - 2. Lead
 - 3. Mercury
 - 4. Arsenic
 - 5. Cadmium
 - 6. Chromium
 - 7. Ethylbenzene
 - 8. Xylene
 - 9. 1,3,5-trimethylbenzene
 - 10. 1,4-dioxane
 - 11. 1-butanol
 - 12. 2-butoxyethanol
 - 13. N,N-dimethylformamide
 - 14. 2-ethylhexanol
 - 15. 2-mercaptoethanol
 - 16. Benzene, 1, 1'-oxybis-,tetrapropylene derivatives, sulfonated, sodium salts
 - 17. Butyl glycidyl ether
 - 18. Polysorbate 80
 - 19. Quaternary ammonium compounds, dicoco alkyldimethyl, chlorides
 - 20. Bis hexamethylene triamine penta methylene phosphonic acid
 - 21. Diethylenetriamine penta
 - 22. FD&C blue no 1.
 - 23. Tetrakis (triethanolaminate) zirconium (IV) (TTZ)

9. Emergency Preparedness and Response

- a. In General. Oil and gas operations shall not cause unreasonable risks of emergency situations such as explosions, fires, gas, oil or water pipeline leaks, ruptures, hydrogen sulfide or other toxic gas or fluid emissions, and hazardous material vehicle accidents or spills.
- b. Emergency Preparedness Plan. Each Applicant with an operation in the County is required to implement an emergency preparedness plan for each specific oil and gas facility. The plan shall be referred to the Office of Emergency Management (OEM), and the applicable fire district, filed with the County and updated on an annual basis or as conditions change (responsible field personnel change, ownership changes, etc.). The emergency preparedness plan shall consist of at least the following information:
 - i. Name, address and phone number, including 24-hour emergency numbers for at least two persons located in or near Adams County who are responsible for emergency field operations.
 - ii. An as-built facilities map in a format suitable for input into the County's GIS system depicting the locations and type of above and below ground facilities including sizes, and depths below grade of all oil and gas gathering and transmission lines and associated equipment, isolation valves, surface operations and their functions, as well as transportation routes to and from exploration and development sites, for emergency response and management purposes. The information concerning pipelines and isolation valves shall be held confidentially by the County's OEM , and shall only be disclosed in the event of an emergency. The County shall deny the right of inspection of the as-built facilities maps to the public pursuant to C.R.S. § 24-72-204.
 - iii. Detailed information addressing each potential emergency that may be associated with the operation. This may include any or all of the following: explosions, fires, gas, oil or water pipeline leaks or ruptures, hydrogen sulfide or other toxic gas emissions, or hazardous material vehicle accidents or spills. For each potential emergency, threshold / trigger levels shall be pre-identified that govern when an emergency state is declared by the Applicant.
 - iv. The plan shall include a provision that any spill outside of the containment area or which has the potential to leave the facility or to threaten a water body shall be reported to the emergency dispatch and the Director immediately.

- v. Detailed information identifying site access, evacuation routes as determined by first responders, impact zones for each emergency scenario identifying impacted facilities, and buildings and health care facilities anticipated to be used.
- vi. Project specific emergency preparedness plans are required for any project that involves drilling or penetrating through known zones of hydrogen sulfide gas.
- vii. The plan shall include a provision that obligates the Applicant to reimburse the appropriate emergency response service providers for costs incurred in connection with any emergency.
- viii. Detailed information that the Applicant has adequate personnel, supplies, and funding to implement the emergency response plan immediately at all times during construction and operations. Supplies can include adsorption boom, granulated materials, and coordination of foam supplies with the local first responders.
- ix. The plan shall include provisions that obligate the Applicant to keep onsite and make immediately available to any emergency responders the identification and corresponding Safety Data Sheets (SDS) of all products used, stored or transported to the site. The SDS sheets shall be provided immediately upon request to the Director, a public safety officer, or a health professional. In cases of spills or other emergency events, the plan shall include provisions establishing a notification process to emergency responders of potential products they may encounter, including the products used in the hydraulic fracturing fluids.
- x. The plan shall establish a process for informing surrounding neighbors and schools identified as being within the emergency impact zone of applicable emergency response plan and procedures.

10. Recycle, Reuse and Disposal of Fluids:

- a. Operator shall recycle drilling, completion, flowback and produced fluids unless technically infeasible.
- b. Exploration & Production (E&P) Wastemay be temporarily stored in tanks while awaiting transportation to licensed disposal or recycling sites.
- c. Produced Water must be transported by pipelines unless economically or technically infeasible.

11. Stormwater Controls:

- a. Oil and gas operations shall be in compliance with COGCC rules related to stormwater management regulations and Adams County Stormwater Quality Regulations as contained in the Adams County Development Standards and Regulations / Ordinances and other applicable federal, state, and county requirements.
- b. The Owner or Operator must provide a stormwater management plan that identifies possible pollutant sources that may contribute pollutants to stormwater, best management practices, sampling procedures (if required), and inspections that, when implemented, will reduce or eliminate any possible water quality impacts.

12. Water Bodies and Water Quality:

- a. General. Oil and gas operations shall not cause adverse impacts to surface or ground waters within Adams County. Operators shall comply with all Adams County rules, COGCC Rules, specifically with respect to spills and releases in floodplains and/or water bodies, and applicable water quality standards set by the Colorado Department of Public Health and Environment.
- b. Water quality plan. Operators shall implement a water quality plan and make available to Adams County upon request. Such plan shall include details such as operator's plans for water quality testing, prevention of illicit or inadvertent discharges, stormwater discharge management, containment of pollutants, and spill notification and response as required by the County and federal and state agencies. The owner or operator shall provide the County with the information it provides to the COGCC ensuring compliance with the water quality protection standards contained in COGCC Rules. The owner or operator shall provide all water source test results to the county and maintain records of such results. The owner or operator shall make available to the County upon approval by the COGCC, its plans concerning downhole construction details and installation practices, including casing and cementing design selected to protect surface waters and source water aquifers from contamination..
- c. Wastewater Injection Wells used for produced water disposal are prohibited in Adams County.
- d. Floodplain. Any disturbance within a 100-year floodplain will be allowed if the Operator has obtained a Floodplain Use Permit from the County and has complied with all of the County's legally adopted floodplain and engineering regulations. A "100-year floodplain" shall be, for purposes of this Section, a "Special Flood Hazard Area" as identified and mapped by the Federal Emergency Management Agency's National Flood Insurance Program and adopted by the County.

13. Well Plugging and Abandonment:

- a. An operator shall comply with all COGCC rules regarding well abandonment and reclamation, including, but not limited to, removal of all equipment from the location and restoring the surface of the land to its original state. Notice of well plugging and abandonment shall be submitted by the operator to the Community and Economic Development Department within forty-eight (48) hours. Notice shall include surveyed coordinates of the decommissioned well.
- b. Decommissioned oil and gas well assessment. Prior to any hydraulic fracturing, and at periods following hydraulic fracturing, the operator must perform assessment and monitoring of plugged and decommissioned or removed from use, and dry and removed from use oil and gas wells (abandoned wells) within one-quarter mile of the projected track of the borehole of a proposed well. The assessment and monitoring includes:
 - i. Identification of all abandoned wells located within one-quarter mile of the projected track of the borehole of a proposed well based upon examination of COGCC and other publicly available records,
 - ii. A Risk assessment of leaking gas or water to the ground surface or into subsurface water resources, taking into account plugging and cementing procedures described in any recompletion or plugged and abandoned (P&A) report filed with the COGCC.
 - iii. Notification to the County and COGCC of the results of the risk assessment of the plugging and cementing procedures.
 - iv. Permission from each surface owner who has an abandoned well on the surface owner's property to access the property in order to test the abandoned well. If a surface owner has not provided permission to access after thirty days from receiving notice, the applicant shall not be required to test the abandoned well.
 - v. Soil gas surveys from various depths and at various distances, depending on results of risk assessment, of the abandoned well prior to hydraulic fracturing
 - vi. Soil gas surveys from various depths and at various distances, depending on results of risk assessment, of the abandoned well within ninety (90) days after completion, and then every year after production has commenced if initial survey results suggest increased risk of leaking gas or water from the abandoned well.
 - vii. Notification of the results of the soil gas survey to the County and the COGCC within three weeks of conducting the survey

or advising the County that access to the abandoned wells could not be obtained from the surface owner.

- viii. In the event that contamination is detected during any soils testing, no further operations may continue until the cause of the contamination is detected and resolved and the County has given its approval for additional operations to continue.
- c. Marking of plugged and abandoned wells. The operator shall permanently mark by a brass plaque set in concrete, similar to a permanent bench mark to monument the plugged and abandoned well's existence and location. Such plaque shall contain all information required by the COGCC and the County.

14. Noise. The Operator shall control noise levels as follows:

- a. Prior to operations operator will obtain a baseline noise study that encompasses at least three days, one of those days being a weekend.
- b. Beginning with construction and up to production, the County may require continuous noise monitoring and may require that this be conducted by an approved third party consultant based on the location, nature, and size of the facility.
- c. The Operator must follow COGCC Regulations for noise level.
- d. The Operator shall post 24-hour, 7 days per week contact information to deal with all noise complaints arising from Operator's oil and gas facility. Such posting shall be visible from the public rights-of-way.
- e. To ensure the Operator controls noise to the allowable levels set forth above, one or more of the following may be required based on the location, nature, and size of the facility:
 - i. Acoustically insulated housing or cover enclosing the motor or engine;
 - ii. Noise management plan identifying hours of maximum noise emissions, type, frequency, and level of noise to be emitted, and proposed mitigation measures;
 - iii. Obtain all power from utility line power or renewable sources;
 - iv. Utilize the most current equipment to minimize noise impact during drilling, completions, and all phases of operation including the use of "Quiet Fleet" noise mitigation measures for completions;
 - v. Sound walls around well drilling and completion activities to mitigate noise impacts;

- vi. Restrictions on the unloading of pipe or other tubular goods between 6:00 p.m. and 8:00 a.m.;
 - vii. Any abatement measures required by COGCC for high-density areas, if applicable.
 - viii. The use of electric drill rigs.
 - ix. Tier 4 or better diesel engines, diesel and natural gas co-fired Tier 2 or Tier 3 engines, natural gas fired spark ignition engines, or electric line power for hydraulic fracturing pumps.
 - x. Use of quiet design mufflers (also referred to as hospital grade or dual dissipative) or equivalent.
 - xi. The use of liquefied natural gas dual fuel hydraulic fracturing pumps.
15. Air Emissions: Air contaminant emission sources shall comply with the permit and control provisions of the state air quality control program (C.R.S. § 25-7-101 et seq.) and the rules and regulations promulgated by the State Air Quality Control Commission. The Operator shall employ the following control measures and operating procedures to avoid or minimize all emissions into the atmosphere.
- a. Air quality action days. Operator shall respond to air quality action day advisories posted by the CDPHE for the front range area by implementing suggested air emission reduction measures as feasible. Emissions reduction measures shall be implemented for the duration of an air quality action day advisory and may include measures such as:
 - i. Minimize vehicle and engine idling;
 - ii. Reduce truck traffic and worker traffic;
 - iii. Delay vehicle refueling;
 - iv. Suspend or delay use of fossil fuel powered ancillary equipment; and
 - v. Postpone construction or maintenance activities, if feasible.
 - vi. Postpone well maintenance and liquids unloading activities that would result in emission to the atmosphere.
 - b. Leak Detection and Repair (LDAR). Operator shall develop and maintain an LDAR program using modern leak detection technologies for equipment used at the facility that complies with the following requirements:
 - i. Inspections must occur at least semi-annually; more frequent inspections may be required based on the nature , location and size of the facility.

- ii. Any leaks discovered by operator, including any verified leaks that are reported to operator by a member of the public, shall be reported to the County no later than twenty-four hours after discovery. The operator shall maintain a weekly log of all reported leaks and shall make that log available upon request from the County.
 - iii. Operator shall repair leaks as soon as possible, but at least within seventy-two hours, unless technically or operationally infeasible. If the leak presents an imminent hazard to persons or property, the operator may not operate the affected component, equipment or pipeline segment until the operator has corrected the problem and notified the County of the successful repair.. In the event of leaks that do not pose an imminent hazard to persons or property, if more than 48 hours repair time is needed after a leak is discovered, operator shall contact the County and provide an explanation of why more time is required.
 - iv. Plan shall include detailed recordkeeping of the inspections for leaking components.
 - v. At least once per year, the operator shall notify the County five business days prior to an LDAR inspection of its facilities to provide the County the opportunity to observe the inspection.
- c. Well Completions and Emissions Control
 - i. Operators shall utilize EPA Reduced Emission Completions for oil wells and gas wells.
 - ii. Operators must utilize closed loop, pitless drilling, completions systems without permanent on-site storage tanks for containment and/or recycling of all drilling, completion, and flowback fluids. Any emissions must be routed to and controlled by a flare or combustor operated with at least a 98% destruction removal efficiency.
- d. Combustion Devices
 - i. For any flares or combustion devices used, manufacturer test or other data must be maintained and demonstrate that the device has a destruction removal efficiency of 98% for hydrocarbons.
 - ii. To the extent used, all flares, thermal oxidizers, or combustion devices shall be designed and operated as follows:
 - 1. The flare and or combustor shall be fired with natural gas.

2. The flare and or combustor shall be designed and operated in a manner that will ensure no visible emissions during normal operation. Visible emissions means observations of smoke for any period or periods of duration greater than or equal to one minute in any fifteen minute period during normal operation, pursuant to EPA Method 22. Visible emissions do not include radiant energy or water vapor.
 3. The flare and or combustor shall be operated with a flame present at all times when emissions may be vented to it.
 4. All combustion devices shall be equipped with an operating auto-igniter.
 5. If using a pilot flame ignition system, the presence of a pilot flame shall be monitored using a thermocouple or other equivalent device to detect the presence of a flame. A pilot flame shall be maintained at all times in the flare's pilot light burner. A telemetry system shall be in place to monitor pilot flame and shall activate a visible and audible alarm in the case that the pilot goes out.
 6. If using an electric arc ignition system, the arcing of the electric arc ignition system shall pulse continually and a device shall be installed and used to continuously monitor the electric arc ignition system.
- e. Well Liquids Unloading
- i. Best management practices during liquids unloading activities are required including the installation of artificial lift, automated plunger lifts and at least 90% emissions reductions when utilizing combustion to control any venting.
 - ii. If manual unloading is permitted, operator shall remain onsite.
- f. General air quality protection measures.
- i. Operators should work to limit truck traffic to and from the site.
 - ii. Hydrocarbon emissions control of at least 98% or better for crude oil, condensate, and produced water tanks with uncontrolled actual emissions of Volatile Organic Compounds (VOCs) greater than two tons per year (TPY) VOCs.
 - iii. No venting other than if necessary for safety or during an emergency

- iv. Operators should consolidate product treatment and storage facilities within a facility.
- v. Operators should centralize compression equipment within a facility.
- g. Site-specific air quality protection measures. To eliminate or minimize air emissions, the County may require any or all of the following depending on the size, location and nature of the facility:
 - i. Ambient Air Monitoring. An air monitoring plan that describes how the operator will conduct baseline monitoring within 500 feet of a proposed facility prior to construction and conduct monitoring during the drilling, completion and production phases of development. The plan may include monitoring for all potential emissions, including but not limited to, methane, VOCs, Hazardous Air Pollutants (HAPs), Oxides of Nitrogen (NOx), Particulate Matter (PM), and Fine Particulate Matter (PM 2.5). Operator shall pay for the baseline and ongoing monitoring. Baseline and continuous monitoring shall be done by a consultant approved of by the County. Any continuous monitoring system shall be able to alert the operator of increases in monitored air pollutant concentrations.
 - ii. Implementation of tankless production techniques.
 - iii. The use of zero emission dehydrators.
 - iv. Use of a pressure-suitable separator and vapor recovery unit (VRU) where applicable.
 - v. Pipeline infrastructure for produced water, natural gas, crude oil and condensate constructed and placed into service prior to the start of any fluid flow from any wellbore.
 - vi. The use of no-bleed continuous and intermittent pneumatic devices. This requirement can be met by replacing natural gas with electricity or instrument air, or routing the discharge emissions to a closed loop-system or process.
 - vii. Automated tank gauging.
 - viii. Flaring shall be eliminated other than during emergencies or upset conditions; all flaring shall be reported to the county

16. Odors:

- a. Operator must implement and maintain and make available to the County upon request, an odor mitigation plan that demonstrates how operator will minimize odors from its operations and comply with Colorado Department of Public Health and Environment, Air Quality

Control Commission, Regulation No. 2 Odor Emissions, 5 CCR 1001-4, Regulation No. 3, 5 CCR 1001-5, and Regulation No. 7, 5 CCR 1001-9 sections VII and VIII. The plan shall also provide a plan for timely responding to odor complaints from the community, and for identifying and implementing additional odor control measures to control odors emanating from the oil and gas facility.

- b. Operator must notify the County's LGD no later than 24 hours after receiving odor complaint.
 - c. Operator must prevent odors from oil and gas facilities from affecting the health and welfare of the public by proactively addressing and, to the fullest extent, resolving complaints filed by members of the community, in coordination with County and Tri-County Health Department staff.
 - d. To ensure compliance with the odor mitigation plan, the County may require the Operator to implement any of the following measures depending on the size, location and nature of the facility:
 - i. Adding an odorant which is not a masking agent or adding chillers to the mud systems.
 - ii. Using filtration systems or additives to minimize odors from drilling and fracturing fluids except that operator shall not mask odors by using masking fragrances.
 - iii. Enclose shale shaker to contain fumes from exposed mud, where safe and feasible
 - iv. Wipe down drill pipe each time drilling operation "trips" out of hole
 - v. Increasing additive concentration during peak hours provided additive does not create a separate odor. Additive must be used per manufacturer's recommended level.
 - vi. Use of at a minimum low odor Category III drilling fluid.
17. Water source sampling and testing: Using records of the Colorado Division of Water Resources, the applicant will be required to identify and offer to sample all available water sources located within one-half mile of the proposed well or facility. All sampling must be conducted by third-party consultant approved of by the County. Sampling requirements include:
- a. Initial baseline samples and subsequent monitoring samples.
 - b. Initial collection and testing of baseline samples from available water sources shall occur within twelve months prior to the commencement of drilling a well, or within twelve months prior to the re-stimulation of an existing well for which no samples were collected and tested during the previous twelve months.

- c. Post-stimulation samples of available water sources shall be collected and tested pursuant to the following time frame:
 - 1. One sample within six months after completion;
 - 2. One sample between twelve and eighteen months after completion; and
 - 3. One sample between sixty and seventy-two months after completion.
 - 4. For multi-well pads, collection shall occur annually during active drilling and completion.
- d. Operator shall collect a sample from at least one up-gradient and two down-gradient water sources within a one-half mile radius of the facility. If no such water sources are available, operator shall collect samples from additional water sources within a radius of up to one mile from the facility until samples from a total of at least one up-gradient and two down-gradient water sources are collected. Operators should give priority to the selection of water sources closest to the facility.
- e. An operator may rely on existing groundwater sampling data collected from any water source within the radii described above, provided the data was collected within the twelve months preceding the commencement of drilling the well, the data includes measurement of all of the constituents measured in Table 1, and there has been no significant oil and gas activity within a one-mile radius in the time period between the original sampling and the commencement of drilling the well.
- f. The operator shall make reasonable efforts to obtain the consent of the owner of the water source. If the operator is unable to locate and obtain permission from the surface owner of the water source, the operator shall advise the CED Director that the applicant could not obtain access to the water source from the surface owner.
- g. Testing for the analytes listed in Table 1, and subsequent testing as necessary or appropriate.
- h. Standard industry procedures in collecting samples, consistent with the COGCC model Sampling and Analysis Plan, shall be followed.
- i. Reporting the location of the water source using a GPS with sub-meter resolution.
- j. Field observations. Reporting on damaged or unsanitary well conditions, adjacent potential pollution sources, odor, water color, sediment, bubbles, and effervescence.

- k. Test results. Provide copies of all test results described above to the County, the COGCC, and the water source owners within three months after collecting the samples.
- l. Subsequent sampling. If sampling shows water contamination, additional measures may be required including the following:
 1. If free gas or a dissolved methane concentration level greater than one milligram per liter (mg/l) is detected in a water source, determination of the gas type using gas compositional analysis and stable isotope analysis of the methane (carbon and hydrogen).
 2. If the test results indicate thermogenic or a mixture of thermogenic and biogenic gas, an action plan to determine the source of the gas.
 3. Immediate notification to the County, the COGCC, and the owner of the water source if the methane concentration increases by more than five mg/l between sampling periods, or increases to more than ten mg/l.
 4. Immediate notification to the County, the COGCC and the owner of the water source if BTEX and/or TPH are detected as a result of testing. Such detections may result in required subsequent sampling for additional analytes.
 5. Further water source sampling in response to complaints from water source owners.
 6. Timely production and distribution of test results, well location, and analytical data in electronic deliverable format to the CED Director, the COGCC and the water source owners.

Table 1. Water Quality Analytes

GENERAL WATER QUALITY	Alkalinity Conductivity & TDS Ph Dissolved Organic Carbon (or Total Organic Carbon)Bacteria Hydrogen Sulphide
MAJOR IONS	Bromide Chloride Fluoride Magnesium Potassium Sodium Sulfate

	Nitrate + Nitrite as N (total)
METALS	Arsenic Barium Boron Chromium Copper Iron Lead Manganese Selenium Strontium
DISSOLVED GASES AND VOLATILE ORGANIC COMPOUNDS	Methane Ethane Propane BTEX as Benzene, Toluene, Ethylbenzene, Xylenes Total Petroleum Hydrocarbons (TPH)
OTHER	Water Level Stable isotopes of water (Oxygen, Hydrogen, Carbon) Phosphorus

18. Dust:

- a. Operator shall minimize dust pollution associated with onsite activities and traffic.
- b. No untreated produced water or other process fluids shall be used for dust suppression.
- c. The operator will avoid creating dust or dust suppression activities within 300 feet of the ordinary high-water mark of any water body, unless the dust suppressant is water.
 - i. Safety Data Sheets (SDS) for any chemical-based dust suppressant shall be submitted to the County prior to use.

19. Visual Aesthetics.

- a. Operator shall submit a visual mitigation plan in compliance with COGCC Rules, including but not limited to, a list of the proposed colors for the Facilities, regardless of construction date, which are observable from any public highway, providing for paint that is uniform, noncontrasting, nonreflective color tones (similar to the Munsell Soil Color Coding System), and with colors matched to but slightly darker than the surrounding landscape, a listing of the operations' equipment, proposed fencing, and screening. Plan shall

indicate the location of all outdoor lighting on the site and any structures and include cut sheets of all proposed fixtures. Fencing shall be required around all well site equipment, including, but not limited to, storage tanks, well heads, and meters if the well site is visible from a subdivision west of Imboden Road. Such fencing shall screen equipment, provide safety precautions, and be compatible with the surrounding environment. Should fencing apply to a well site, the design and construction of such fencing shall be approved by the Community and Economic Development Department prior to the construction of any site. If a chain link fence is required to achieve safety requirements set by the COGCC, then landscaping and other screening mechanisms shall be required that comply with the County's Development Standards and Regulations and the Operator's safety requirements. Operator shall be responsible for obtaining consent by surface owner allowing any required fencing.

- b. Operator shall submit landscaping and berming plan that includes maintenance and irrigation requirements for planted vegetation throughout the duration of operations, including production. Operator shall be required to provide maintenance funding through bonding to ensure funds are available for upkeep. Weed control is required at the facility and along access roads until final reclamation and abandonment. Required sound walls shall be included in the visual mitigation plan and shall comply with the color scheme approved by the County, blending with natural background. All landscaping shall be in compliance with County requirements and in compliance with the safety requirements of the Operator. Existing vegetation shall be minimally impacted. Motorized equipment shall be restricted to the well sites and access roads to the well sites. Operator is responsible for obtaining consent by surface owner allowing landscaping as well as automatic irrigation for landscaping in urban mitigation areas and/or parks/recreation areas. All plant materials shall be kept in a healthy growing condition at all times.
- c. Operator shall submit lighting mitigation plan for all phases of development and operation, which adheres to best management practices to minimize light escaping the facility including making all lighting downward-facing and fully shielding bulbs to prevent light emissions above a horizontal plane drawn from the bottom of the fixture. Operator shall conduct a photometric study prior to start of construction to indicate impact on surrounding properties and measure the lumens emitted from the facility outside of the walls.
- d. Site access and security. Site shall be properly secured, including, but not limited to, security fencing or barriers to prevent unauthorized access to site. Site shall be properly secured prior to the start of

drilling. Proposed fencing, barriers, and screening shall be included in the visual mitigation plan.

20. Flammable material. The area twenty-five feet around anything flammable shall be kept free of dry grass or weeds, conform to COGCC safety standards and applicable fire code. The operator's conceptual review application and application shall be reviewed by the serving fire district.
21. Mud tracking. Operator shall take all practical measures to prevent mud and dirt tracking onto public right of ways and shall remove tracked mud and dirt within a reasonable time not to exceed two hours.
22. Private Roads. The Operator shall construct (unless already constructed) and maintain an access road designed to meet County and fire district standards and support an imposed load of 75,000 pounds that will accommodate emergency response vehicles such as, but not limited to, law enforcement, emergency command vehicles (cars/SUVs), ambulances, hazardous materials response vehicles, water tenders, and fire apparatus during construction and operation of new tank batteries, new drilling activity and reworks or recompletions of existing wells, unless a local fire department or fire district agrees to a different or lesser standard or waived by the County. With respect to new roads to new tank batteries, the Operator agrees to construct access roads at least twenty (20') feet wide (unless waived by the local fire district and the County's Public Works Department) with a Class 6 road base, or as approved by the local fire district, at least nine inches (9") thick. Best efforts will be made to improve inadequate access to existing tank battery sites identified by the fire district or County, based on service calls and demonstrated problems of accessing the site. Operator and County agree that spot inspections of access roads may be done by the County and/or appropriate emergency response agency, at such County or agency's sole risk and expense, to ensure that emergency access in accordance with this section is maintained. Operator is required to maintain and repair any damaged roads within ten (10) days of County notice. Operator will assure that temporary access roads are reclaimed and revegetated within sixty days of discontinued use. Erosion shall be controlled in accordance with the Erosion and Sediment Control Plan while the roads are in use.
23. Public Roads. Operator shall utilize existing roads and access points where practical and apply for and obtain access permits for its oil and gas facilities from the County's Public Works Department. Requirements for the access permit may include the following: a) access location providing for a safe entrance/exit and utilization of main roadways to minimize impact /conflict with residents on local roadways; b) haul route and traffic data; c) pre/post inspection of roadways used by the Operator; d) collateral or bond to insure that road damage caused by the Operator is repaired; e) dust control (material used for dust control must be pre-approved by the County); f) road maintenance agreement during drilling phase; and g) payment of all applicable fees. Operator shall exercise reasonable efforts to minimize heavy truck traffic on local roads within residential neighborhoods between the hours of 9 p.m.

and 6 a.m., and shall work with and show written evidence that the applicable school district(s) has been consulted to minimize traffic conflicts with school buses when schools are in session. Operator shall obtain any legally valid and applicable oversize and/or over weight moving permit from the County's Public Works Department. for all vehicles that exceed legal vehicle dimensions or weights as specified by the Colorado Department of Transportation and the County's Development Standards and Regulations.

24. Removal of debris. All excess debris shall be removed during construction activities. Site shall remain free of debris and excess materials at all times during operations. Burning of debris and other materials is strictly prohibited at all times. .
25. Removal of equipment. No permanent storage of equipment. When no longer used, equipment shall be removed within thirty days unless a Temporary Use Permit for said storage is obtained from the County.
26. Maintenance of machinery. Routine field maintenance of equipment involving hazardous materials within 300 feet of any water body is prohibited. All fueling shall occur over impervious material and shall not be done during storm events. Operator shall operate and maintain all equipment in accordance with manufacturer specifications. Regular maintenance checks are required for all equipment.
27. Burning. No open burning of trash, debris or other flammable materials.
28. Chains. Traction chains shall be removed from heavy equipment on public streets.
29. Off-location flow lines and crude oil transfer lines
 - a. Off-location flow lines and crude oil transfer lines regulated by the COGCC shall be sited to avoid areas containing existing or proposed residential, commercial, and industrial buildings; places of public assembly; surface water bodies; and designated open space.
 - b. Without compromising pipeline integrity and safety, applicant shall share existing pipeline rights-of-way and consolidate new corridors for pipeline rights-of-way to minimize impact.
 - c. Setbacks from residential, commercial, or industrial buildings, places of public assembly, the high-water mark of any surface water body and sensitive environmental features will be determined on a case-by-case basis in consideration of the size and type of pipeline proposed and features of the proposed site.
 - d. Operator must conduct leak detection inspections or pressure testing in order to identify flowline leaks or integrity issues.
 - e. Operator must make available to County upon request all records required to be kept by COGCC
 - f. Buried pipelines shall have a minimum of four feet cover.

30. Gathering Lines

- a. Gathering lines shall be sited to avoid areas containing existing or proposed residential, commercial, and industrial buildings; places of public assembly; surface water bodies; and designated open space.
- b. Without compromising pipeline integrity and safety, Operator shall share existing pipeline rights-of-way and consolidate new corridors for pipeline rights-of-way to minimize impact.
- c. Setbacks from residential, commercial, or industrial buildings, places of public assembly, the high-water mark of any surface water body and sensitive environmental features will be determined on a case-by-case basis in consideration of the size and type of pipeline proposed and features of the proposed site.
- d. Operator must make available to County upon request all records submitted to the Pipeline and Hazardous Materials Safety Administration (PHMSA) or the Public Utilities Commission (PUC) including those related to inspections, pressure testing, pipeline accidents and other safety incidents.
- e. Well Connects. Well connects do not require a separate permit as long as the well connect was permitted under the original permit for the Oil and Gas Facility. Well connects are defined as a pipeline, 10” or less inside diameter and 2 miles or less in length, laid running from the custody transfer point or production facility for a new well(s) to an existing gathering line connection point.

31. Temporary surface water lines

- a. Operator shall use temporary surface water lines, unless infeasible.
- b. Operator may use County Road Right-of-Way, and County drainage culverts for the laying and operation of temporary water lines on the surface and in accordance with Adams County Standards and Regulations, unless infeasible.
- c. Operator will bury temporary water lines at existing driveway and gravel road crossings, or utilize existing culverts, if available, with County approval.

32. Financial Assurance.

- a. Operators shall be required to maintain environmental liability insurance to cover gradual pollution events.
- b. Operator shall be required to file and maintain financial assurance as determined on a site specific basis prior to commencing operations, and thereafter during the active life of the facility, the operator shall

post and maintain a performance bond or other approved financial instrument with Adams County. Should any corrective actions be required by the County in order to protect the health, safety, welfare, and the environment which result from failure of the operator to follow any regulations, standards, or conditions of approval, the performance bond shall be forfeited in an amount sufficient to defray the expense of said actions, including staff time expended by Adams County involved in such corrective actions.

33. Mapping Information. Operator shall agree to provide coordinates and/or exact location of well sites to the County's GIS Department within forty-eight (48) hours of final completion of a well site in a format acceptable to the County. Any subsequent changes to a well site location shall also be provided to the County within forty-eight (48) hours of such changes.

4-10-02-03-03-04***INSPECTION AND ENFORCEMENT***

1. Inspection: In recognition of the potential impacts associated with oil and gas facilities, all wells and accessory equipment and structures may be examined by the inspectors of the County at reasonable times to determine compliance with applicable provisions of this chapter, the International Fire Code, the International Building Code, and all other applicable standards in these Regulations.. The County reserves the right in its discretion to make spot inspections or to inspect without notice in the event of an issue potentially involving an immediate risk to public health, safety, welfare, the environment, or wildlife, or damage to the property of another. For the purpose of implementing and enforcing the provisions of this chapter, the inspector and other authorized personnel have the right to enter upon private property. The County may use the information collected on the inspections to enforce the requirements of this chapter. The County may also report this information to appropriate state and federal officials, including but not limited to information regarding alleged violations of state and federal rules. Operator shall make available to County, upon request, all records required to be maintained by these regulations or to show compliance with these regulations, and the rules and regulations promulgated by the COGCC and the CDPHE, including permits, Air Pollutant Emission Notices (APENs) and other documents required to be maintained by the COGCC, CDPHE and these regulations. The County shall charge a yearly inspection fee for all Oil and Gas Facilities in the County. Fees for Oil and Gas Facility inspections shall be assessed according to the County's adopted fee schedule.
2. State Notification of Violations: Adams County will cooperate fully with the State of Colorado by notifying the Oil and Gas Conservation Commission of any and all violations of the Colorado Laws and Regulations.
3. Delinquent Taxes: One condition of any oil and gas well building permit is that all taxes as provided by statute, shall be paid.

4. Penalties and Fines: The County has authority under C.R.S. § 29-20-104, as amended, to impose fines for leaks, spills, and emissions.¹ The following table summarizes the fine schedule for violations of these Development Standards and Regulations:

		<i>Rule Classification</i>		
		Class 1: Paperwork other ministerial regulations, a violation of which presents no direct risk of harm to public health, safety, welfare, and the environment.	Class 2: Regulations related at least indirectly to promoting the public health, safety, welfare, and the environment and wildlife resources, a violation of which presents a possibility of distinct, identifiable actual or threatened adverse impacts to those interests	Class 3: Regulations directly related to protecting public health, safety, welfare, the environment, and wildlife resources, a violation of which presents a significant probability of actual or threatened adverse impacts to those interests.
<i>Degree of threatened or actual impact to public health, safety, welfare, the environment, or wildlife</i>	<u>Major:</u> Actual significant adverse impacts	\$5,000	\$10,000	\$15,000
	<u>Moderate:</u> Threat of significant adverse impacts, or moderate actual adverse impacts	\$1,500	\$5,000	\$10,000
	<u>Minor:</u> No actual adverse impact and little or no threat of adverse impacts	\$200	\$2,500	\$5,000

¹ Violations of Section 4-10-02-03-03(15) are capped at \$300/day per violation in accordance with the State Air Pollution Control Act, C.R.S. § 25-7-128.

6. County Violations: In addition to the fines outlined above, the County has authority to cite violations under its control pursuant to Section 1-05-06 Criminal Remedies and Enforcement.
7. Legal Non-conforming: Adams County recognizes that there are oil and gas operations that were legally established prior to the effective date of these regulations that may or may not conform to these regulations. These operations may continue, provided the facility is not substantially modified.
8. Hearing, Enforcement and Appeal Procedures for Air Quality Violations
 - a. **Hearings:**
 - i. Operators of OGFs may request a hearing in front of the BOCC to contest any alleged violations of the provisions contained in the Air Quality section of these Development Standards and Regulations or to contest permitting decisions involving the provisions contained in the Air Quality section of these Development Standards and Regulations. The BOCC shall grant request for a hearing within 15 days of receipt of such request.
 - ii. Hearing date must be set within 90 days
 - iii. Notice must be printed in a newspaper of general circulation in the area where the OGF is located.
 - iv. Director of CED shall appear as a party in all hearings adjudicating decisions of the CED.
 - v. The Director of CED shall have the same right to judicial review as other parties.
 - vi. All testimony must be under oath or affirmation.
 - vii. A full and complete record of proceedings and testimony presented shall be taken and filed.
 - viii. Information related to secret processes or methods of manufacture or production must be kept confidential. The person seeking to keep information confidential has the burden of proof. Except as provided in the Clean Air Act, information claimed to be related to secret processes or methods of manufacture or production which is emissions data may not be withheld as confidential; except such information may be submitted under a claim of confidentiality and the County shall not disclose such information unless required under the Clean Air Act
 - ix. Any person who is affected and not adequately represented shall have an opportunity to be a party upon prior application to and approval by the BOCC in its discretion; such party shall have the right to be heard and cross-examine witnesses
 - x. BOCC shall make a decision within 30 days of completion of the hearing
 - xi. Burden of proof is on Director of CED with respect to any hearings involving alleged violations.
 - xii. Where the Operator requests a hearing before the BOCC on a Permit involving provisions contained in the Air Quality section of these

Development Standards and Regulations, the permit applicant bears burden of proof with respect to justification therefor and information, data, and analysis supportive thereof or required with respect to the application

b. Judicial Review:

- i. Final orders or determinations of the Community and Economic Development Director or the BOCC are subject to judicial review
- ii. Any party may move the court to remand the case to the CED Director or the BOCC in the interests of justice for purpose of adducing additional evidence and findings; such party shall show reasonable grounds for failure to adduce such evidence previously
- iii. Any proceeding for judicial review shall be filed in the district court in which the OGF is located

c. Injunctions:

- i. If any person fails to comply with a final order of the CED Director or the BOCC that is not subject to a pending administrative or judicial review, or in the event of a violation of an emission control regulation, or term or condition of a permit, the CED Director or the BOCC may request the District Attorney for the district court in which the air pollution source is located to bring suit for an injunction
- ii. In proceedings brought to enforce an order of the of the CED Director or BOCC, a temporary restraining order or preliminary injunction, if sought, shall not issue if there is probable cause to believe granting such order or injunction will cause serious harm to the affected person or any other person and; (1) that the alleged violation or activity will not continue or be repeated; or (2) the granting of such temporary restraining order or preliminary injunction would be without sufficient corresponding public benefit.

d. Coordination with the Air Quality Control Commission

- i. Pursuant to section 25-7-128(4), C.R.S., upon the issuance of any enforcement order or granting of any permit, the County shall transmit to the AQCC a copy of the order or permit. Pursuant to section 25-7-128(6), C.R.S., the County shall confer and coordinate its activities regarding efforts to control or abate air pollution consistent with that provision.

4-10-02-03-05

RESIDENTIAL CONSTRUCTION Standards

1. **Residential Construction Standards:** The Director of Community and Economic Development may impose any one (1) or more of the following standards on a specific site basis as a condition of subdivision approval and/or building permits on platted or unplatted land:

- a. The oil and gas well location shall include a two-hundred-fifty (250) foot buffer in the form of an easement on the

Final Plat. No structures may be constructed within the buffer area.

- b. Access to the oil and gas well location shall be provided by a public street or recorded easement for private access.
- c. The Final Plat shall include notice to prospective buyers of the location of the oil and gas well and associated easements.
- d. All oil and gas well flow lines and/or easements shall be graphically depicted on the Final Plat.
- e. All surface and subsurface agreements shall be noted on the Final Plat by the recorded book and page number.
- f. Pursuant to Section 4-06-01-02-01-12, where a new home and/or other permanent structure with plumbing is constructed within three hundred (300) feet of an existing oil and gas well, the property owner shall submit a signed waiver acknowledging the existence of the facility.

2. Plugged and Abandoned, and Former Oil and Gas Production

Sites: This Section is enacted to protect and promote the health, safety, morals, convenience, order, prosperity, or general welfare of the present and future residents of the County. These regulations are based upon the land use authority of the County.

- a. Prior to submittal of a final plat or site specific development plan, each plugged and abandoned well shall be located and surveyed. The plugged and abandoned well shall be permanently marked by a brass plaque set in concrete similar to a permanent bench mark to monument its existence and location. Such plaque shall contain all information required on a dry hole marker by the Colorado Oil and Gas Conservation Commission and the County.
- b. As a condition of review of any final plat or site specific development plan which contains a plugged and abandoned well or former oil and gas production site or is within 200 feet of such well or site, the owner shall submit a location diagram of the location of the well.
- c. On every final plat or site specific development plan which contains a plugged and abandoned well, there shall be dedicated a well maintenance and workover setback depicted on the plat, the dimensions of which shall be not less than fifty feet in width and 100 feet in length. No structures shall be located within this setback. The plugged and abandoned well shall be located in the center of the

setback. There shall be public access for ingress and egress to the setback of a width of not less than twenty feet.

- d. Every final plat and site specific development plan which contains a plugged and abandoned well or a site specific development that includes a property that is less than 200 feet from a plugged and abandon well, shall include the following notation: "The owner shall disclose to prospective purchasers of lots within a radius of 200 feet of the plugged and abandoned well of (1) the location of the plugged and abandoned well, (2) the location of the maintenance and workover setback, and (3) the purpose for the well maintenance and workover setback."
- e. As a condition of building permit review, no dwelling shall be constructed within fifty (50) feet of a plugged and abandoned well.
- f. Prior to issuance of a grading permit within a development containing a known reserve pit site, the reserve pit site shall be tested for expansive soils. Reserve pits containing expansive soils in locations proposed for buildings shall be subject to the provisions of the International Building Code.
- g. No utility lines shall be installed within ten feet of any plugged and abandoned well.

4-10-02-03-03-06

COGCC AND COUNTY APPROVALS REQUIRED

Development of the OGF shall not commence unless and until applicant receives an approved OGF Permit, including any approved waiver(s), and receives all required approvals and permits from COGCC.

4-10-02-04

HEAVY INDUSTRY

4-10-02-04-01

GENERAL

1. *Outdoor Storage:* Materials may be stored outdoors, provided the storage area is consistent with the zone district allowances. All outdoor storage shall be screened in accordance with the Fencing, Walls and Screening section (See Section 4-10-01-03) of these standards and regulations. ***Adopted by the BoCC on December 13, 2010**
2. *Garbage Storage:* Any garbage storage area located outside shall be screened from the view of the public in accordance with the Fencing, Walls, and Screening section of these standards and regulations.

3. *Smoke and Odor Control:* Smoke and odor shall be controlled by filter, scrubbers, fans, or other means.

4-10-02-04-02 *AUCTION YARDS, WITH LIVESTOCK*

1. *Minimum Parcel Area:* one (1) acre
2. *Location:* All auction yards shall be located at least fifty (50) feet away from any on-property residence, fifty (50) feet from any right-of-way and five hundred (500) feet from any off-property residence.
3. *Operation in Accordance to County Tax Regulations:* The yard shall operate in accordance with the County Sales and Tax Department Regulations.
4. *Animal Care:* All animals shall be cared for in a humane and sanitary manner as approved by the Colorado Department of Agriculture and the State Veterinarian's Office.
5. *Manure Handling:* Manure shall be handled and disposed of in a sanitary method, approved by Tri-County Health Department.

4-10-02-04-03 *CHEMICAL, PETROLEUM AND EXPLOSIVE MANUFACTURING*

1. *Minimum Parcel Area:* three (3) acres
2. *Fire District Review:* All plans shall be reviewed by the applicable fire district prior to approval in order to determine existing services provide adequate protection for citizens.
3. *Setback from Residential Properties:* Not applicable.
4. *Outdoor Activities Prohibited:* All equipment, materials and uses shall be performed or carried out entirely within an enclosed building.
5. *Security Fence and Fire Proof Building:* The use shall be totally enclosed by a security fence or wall at least eight (8) feet high and enclosed within a fire proof building.
6. *Prohibited Accessory Uses:* Service stations, dwellings, or research laboratories are not considered accessory uses involved in the manufacture and storage of chemicals, petroleum products, or explosives.

4-10-02-04-04 *METAL INDUSTRIES, AUTOMOBILE MANUFACTURING*

1. *Minimum Parcel Area:* three (3) acres
2. *Setback from Residential Properties:* Not applicable.
3. *Outdoor Activities Prohibited:* All equipment, materials and uses shall be performed or carried out entirely within an enclosed building.

4. *Security Fence:* The use shall be totally enclosed by a security fence or wall at least eight (8) feet high.

4-10-02-04-05 *PAPER AND PULP AND SAW MILLS*

1. *Minimum Parcel Area:* two (2) acres
2. *Setback from Residential Properties:* Not applicable.
3. *Outdoor Activities Prohibited:* All equipment, materials and uses shall be performed or carried out entirely within an enclosed building.

4-10-02-04-06 *SALVAGE YARDS*

1. *Screening:* The salvage operations and yards shall be enclosed by a screen fence at least eight (8) feet high, measured from the lowest point of grade. The fence shall be maintained in good condition. No stored materials shall be visible from ground level immediately outside the fence.
2. *Stored Materials:* The applicant shall demonstrate the stored materials will not pose a danger to surrounding properties or residents, due to noise, runoff, animal or insect populations or other factors.
3. *Setback from Residential Properties:* Not applicable.
4. *Additional Conditions:* The Director of Community and Economic Development may add additional conditions in order to protect the general welfare of citizens.

4-10-02-04-07 *RECYCLING FACILITIES, INCLUDING SCRAP TIRE*

1. *Fencing:* An eight (8) foot solid screen fence or security fence, with additional screening material, as approved by the Director of Community and Economic Development, shall enclose all outside storage.
2. *Traffic Control Plan:* Provisions of the traffic control plan shall be followed.
3. *Nuisance Control Plan:* Provisions of the nuisance control plan shall be followed.
4. *Appearance:* All sites shall maintain a clean, neat, and orderly appearance. Stockpiles of materials may only be placed as specified in the design and operation plan.
5. *Recordkeeping:* All operators shall maintain records showing amounts of stockpiled materials both processed and unprocessed that are consistent with the amounts allowed in the Permit. In addition, records containing customer lists and records showing amounts of recycled material shipped off site shall be maintained.

6. *Performance Bond:* Prior to commencing operations, and thereafter during the active life of the facility, and for one (1) year after closure, the operator shall post and maintain a performance bond or other approved financial instrument with Adams County. The amount of said bond shall be \$3.00 per tire including unprocessed and processed tire amounts allowed in the Permit for tire recycling facilities and the amount necessary to remove materials from recycling facilities for disposal at an appropriate disposal facility. The amount of the bond shall be calculated to include removal, tipping fees, and transportation costs. Should any corrective actions be required by the County in order to protect the health, safety, and general welfare which result from failure of the operator to follow any regulations, standards, or conditions of approval, the performance bond shall be forfeited in an amount sufficient to defray the expense of said actions, including staff time expended by Adams County involved in such corrective actions.
7. *Removal of Trash from Right-of-Way:* Operators shall remove trash, or other waste material, of the type which is brought to the facility, along public rights-of-way within one-half (1/2) mile of the facility.

4-10-02-04-08

SOLID WASTE TRANSFER STATIONS

1. *Removal of Trash from Right-of-Way:* Operators shall remove trash, or other waste material, of the type which is brought to the transfer station, along all public rights-of-way within one-half (1/2) mile of the facility.
2. *Performance Bond:* Prior to commencing operations, and thereafter during the active life of the facility, the operator shall post and maintain a performance bond or other approved financial instrument with Adams County. Said bond shall be sufficient to ensure compliance with operating conditions of the Permit, the amount of which shall be established by the Board of County Commissioners. Should any corrective actions be required by the County in order to protect the health, safety, and general welfare which result from failure of the operator to follow any regulations, standards, or conditions of approval, the performance bond shall be forfeited in an amount sufficient to defray the expense of said actions, including staff time expended by Adams County involved in such corrective actions.
3. *Environmental Bond:* Prior to commencing operations, and thereafter during the active life of the facility, and for five (5) years after closure, the operator shall post a bond sufficient to ensure compliance with the closure plan, and to effect remedial measures if environmental damage is found to be taking place.
4. *Traffic Control Plan:* Provisions of the approved traffic control plan shall be followed.
5. *Fencing:* Eight (8) foot solid screen fencing or other screening material as approved by the Director of Community and Economic Development shall enclose all transfer stations.

6. *Appearance:* All sites shall maintain a clean, neat, and orderly appearance. Litter, dust, and odors may not leave the boundaries of the site.
7. *Vehicle Parking:* Transfer vehicles may not be parked on public streets.
8. *Vector Controls:* All sites shall maintain vector controls as prescribed by the approved plan.
9. *Storage of Solid Waste:* All solid wastes not transferred within 24 hours shall be stored in closed containers or in totally enclosed buildings. In no case may solid waste be stored longer than seven (7) days.
10. *CDPHE Regulations:* Colorado Department of Public Health and Environment Regulations 6CCR 1007-2, Section 7 are hereby incorporated in these Zoning Regulations.
11. *Non-Conforming Facilities:* All trash transfer stations in existence, or approved through a public hearing process specifically to operate a trash transfer station, prior to the adoption of this amendment, are considered legally non-conforming. Existing trash transfer station owners and operators meeting said specification will not be required under these regulations to obtain a Conditional Use Permit to continue operations.

4-10-02-04-09 *OUTDOOR STORAGE IN EXCESS OF 100% OF THE BUILDING AREA*

1. All outdoor storage shall be screened in accordance with the fencing, walls, and screening section (see Section 4-09-01-03) of these standards and regulations.
2. All outdoor storage shall not exceed the height of the fence, unless specifically approved by the board of county commissioners as part of the conditional use permit.
3. All outdoor storage shall consist of non-hazardous materials as determined by the Colorado Department of Public Health and Environment.
4. All outdoor storage shall be designed with adequate access areas and shall meet all requirements of the local fire district.
5. Outdoor storage in excess of 100% of the building area within the Industrial-2 and Industrial-3 zone districts shall meet the following:
 - A. Outdoor storage in excess of eighty percent (80%) of the entire lot or 10 acres shall require an approved conditional use permit.
 - B. Outdoor storage consisting of less than eighty percent (80%) of the entire lot or 10 acres shall be considered a use-by-right in the I-2 and I-3 zone district and shall meet the above criteria.

***Adopted by the BoCC on December 13, 2010**

4-10-02-05 *LIGHT INDUSTRY*

4-10-02-05-01 *GENERAL*

1. *Outdoor Activities Prohibited:* All equipment, material storage, and uses shall be performed or carried out entirely within an enclosed building.
2. *Outdoor Storage:* Materials may be stored outdoors, provided the storage area is consistent with the zone district allowances. All outdoor storage shall be screened in accordance with the Fencing, Walls and Screening section (See Section 4-10-01-03) of these standards and regulations. ***Adopted by the BoCC on December 13, 2010**

3. *Garbage Storage:* Any garbage storage area located outside shall be screened from the view of the public.
4. *Smoke and Odor Control:* Smoke and odor shall be controlled by filter, scrubbers, fans, or other means.

4-10-02-05-02 *AUCTION HOUSES, WITHOUT LIVESTOCK*

1. *Minimum Parcel Area:* one (1) acre
2. *Setback from Residential Properties:* All auction houses shall be located at least fifty (50) feet away from any on-property residence, fifty (50) feet from any right-of-way and two hundred (200) feet from any off-property residence.

4-10-02-05-03 *DRY CLEANING PLANTS*

1. *Minimum Parcel Area:* one (1) acre
2. *Fire District Review:* All plans shall be reviewed by the applicable fire district prior to approval in order to determine the existing services provide adequate protection for citizens.
3. *Setback from Residential Zoning:* Not applicable.
4. *Outdoor Activities Prohibited:* All equipment, materials and uses shall be performed or carried out entirely within an enclosed building.

4-10-02-05-04 *ELECTRONIC, FABRIC, FURNITURE, AND MEDICAL SUPPLY PRODUCTION*

1. *Minimum Parcel Area:* one (1) acre
2. *Setback from Residential Properties:* Not applicable.
3. *Outdoor Activities Prohibited:* All equipment, materials and uses shall be performed or carried out entirely within an enclosed building.
4. *Smoke and Odor Control:* Smoke and odor shall be controlled by filter, scrubbers, fans, or other means.

4-10-02-05-05 *FOOD PRODUCT PROCESSING AND MANUFACTURING*

1. *Minimum Parcel Area:* one (1) acre
2. *Fire District Review:* All plans shall be reviewed by the applicable fire district prior to approval in order to determine the existing services provide adequate protection for citizens.
3. *Setback from Residential Zoning:* Not applicable.
4. *Outdoor Activities Prohibited:* All equipment, materials and uses shall be performed or carried out entirely within an enclosed building.

4-10-02-05-06 *LANDSCAPE STORAGE YARD **

1. *Outdoor Storage:* Outdoor storage of rock, soil, mulch, and other non-living landscaping materials, and equipment, is permitted. Equipment and material storage areas must be screened from view from adjacent parcels and road right-of-way by an eight-foot high minimum screen fence. Only products, materials, and equipment owned and operated by the landscape business may be stored on the site.
2. Any nursery which contains ten (10) percent or more of the approved living nursery area for hardscape materials shall be classified as a Landscape Storage Yard. Hardscape includes but is not limited to the storage of rock, soil, mulch, and other non-living landscape materials and equipment.
3. All commercial vehicles and/or equipment in excess of seven thousand (7,000) pounds gross vehicle weight and/or hardscape used for the landscape storage yard business shall be screened from any adjoining residentially zoned or used property with an eight (8) foot solid screen fence in accordance with the approved landscape plan.
4. In all Agricultural Zone Districts no more than two (2) commercial vehicles and/or equipment in excess of seven thousand (7,000) pounds gross vehicle weight used for the landscape storage yard business shall be allowed per acre with a maximum of five (5) unless otherwise permitted through a Conditional Use Permit.

***Adopted by the BoCC on December 13, 2010**

4-10-02-05-07 *ACCESSORY OUTDOOR STORAGE (NOT TO EXCEED 100% OF THE BUILDING AREA)*

1. All outdoor storage shall be screened in accordance with the Fencing, Walls, and Screening section (See Section 4-10-01-03) of these standards and regulations.
2. All outdoor storage shall not exceed the height of the fence, unless specifically approved by the Board of County Commissioners as part of the Conditional Use Permit.
3. All outdoor storage shall consist of non-hazardous materials as determined by the Colorado Department of Public Health and Environment.
4. All outdoor storage shall be designed with adequate access areas and shall meet all requirements of the local fire district.

4-10-02-06 ENERGY FACILITIES

4-10-02-06-01

SOLAR ENERGY SYSTEM, PRINCIPAL

1. *Site Plan:* A site plan review is required for large-scale solar energy systems prior to building permit approval. Site Plan documents shall include:
 - a. Property lines and physical features, including roads, for the project site;
 - b. Proposed changes to the landscape of the site, grading, vegetation clearing and planting, exterior lighting, screening vegetation or structures;
 - c. Blueprints or drawings of the solar energy system showing the proposed layout of the system, the distance between the proposed solar collector and all property lines, and the tallest finished height of the solar collector;
 - d. Name, address, and contact information for proposed system installer; and
 - e. Name, address, phone number and signature of the project proponent, as well as all co-proponents or property owners, if any;
2. *Location:* All solar panels and equipment (excluding fencing, poles, buried cables, and wires necessary to connect to facilities of the electric utility) shall meet the minimum setbacks for the applicable zone district. Additional setbacks may be required to mitigate noise and visual impacts, or to provide for designated road or utility corridors, as identified through the review process.
3. *Maximum Height:* The height shall be measured from the highest grade below each solar panel. Ground-mounted solar energy systems shall not exceed twenty (20) feet in height.
4. *Signage:* Clearly visible warning signs shall be placed on the fence, barrier, or facility perimeter to inform individuals of potential voltage hazards.
5. *Security:* All solar panels and equipment (excluding poles and wires necessary to connect to facilities of the electric utility) shall be enclosed by a fence at least six (6) feet high. Wildlife-friendly fence options are encouraged.
6. *Landscape Requirements:* Ground-mounted solar energy systems shall be evaluated on a site-specific basis and landscaping may be required. Native grasses and wildflower mixes are encouraged.

7. *Fire Code:* The solar energy system shall conform to all requirements of the currently adopted fire code. Landscape requirements per this section are in addition to any fire break requirements of the adopted fire code.
 - a. *Vegetation Management Plan:* A site-specific plan will be provided by the operator that outlines how vegetation will be kept to minimum levels on the perimeter of the facility. This may include treatment, mowing, and/or other methods of fuel-reduction.
8. *Lighting:* If lighting is provided at the site, lighting shall be shielded and downcast such that the light does not spill onto the adjacent parcel. Motion sensor control is preferred.
9. *Stormwater/Erosion Mitigation Plans:* For ground mounted systems, regardless of size, applicant must provide plan(s) showing what measures or best management practices will be used to prevent and/or contain erosion under the drip line of the solar panels.
10. *Wildlife Corridors:* For Medium and Large Energy Systems, wildlife corridors shall be maintained within natural drainages by leaving those areas open and free of obstruction.
11. *Decommissioning:* Any solar energy system which is no longer producing energy or has been abandoned shall be removed, not including a temporary cease in production for maintenance or force majeure. The owner or operator shall physically remove the installation within 150 days after the date of discontinued operations. The owner or operator shall notify the Adams County Community & Economic Development Department by certified mail within 30 calendar days of the proposed date of discontinued operations and plans for removal. Decommissioning shall consist of:
 - a. *Physical removal of all solar energy systems, structures, and equipment from the site.*
 - b. *Disposal of all solid and hazardous waste in accordance with local, state, and federal waste disposal regulations.*
 - c. *For ground-mounted solar energy systems, stabilization or re-vegetation of the site as necessary to minimize erosion. Adams County may allow the owner or operator to leave landscaping or designated below-grade foundations in order to minimize erosion and disruption to vegetation.*

4-10-02-07 MODERATE MANUFACTURING AND PROCESSING

**4-10-02-07-01 CEMENT, CINDER BLOCK, CONCRETE, LIME OR PLASTER
MANUFACTURING**

1. Outdoor Activities: Manufacturing shall be performed or carried out entirely within an enclosed building. If an accessory outdoor storage permit is obtained, no more than ten percent (10%) of that area may be used for assembly of products. Any outdoor assembly area must be screened in accordance with the Fencing, Walls and Screening section (See Section 4-10-01-03) of these standards and regulations. When this use is located in an Industrial-2 or Industrial-3 zone district, the manufacturing does not need to be performed or carried out entirely within an enclosed building.
2. Outdoor Storage: Materials may be stored outdoors, provided the storage area is consistent with the zone district allowances. All outdoor storage shall be screened in accordance with the Fencing, Walls and Screening section (See Section 4-10-01-03) of these standards and regulations. Separate permits are required for accessory outdoor storage.
3. Garbage Storage: Any garbage storage area located outside shall be screened from the view of the public.
4. Dust and other off-site impacts: Dust, noise and other off-site impacts must be appropriately mitigated to reduce the effects on adjacent parcels.
5. Lighting: Lighting shall be shielded and downcast such that the light does not spill onto adjacent parcel(s) or rights-of-way.
6. Hours of operation: When abutting residentially zoned or used property, hours of operation shall be restricted to 7:00 a.m. to 7:00 p.m.
7. Conditional use permit required in the I-1 zone district: When cement, cinder block, concrete, lime or plaster manufacturing cannot meet any of the items 1-5 above in the I-1 zone district, then a conditional use permit shall be required. If items 1-5 above can be met in the I-1 zone district, then the use shall be a permitted use.

4-11 OTHER DESIGN STANDARDS AND CONSIDERATIONS

4-11-01 OPEN SPACE RESIDENTIAL DEVELOPMENTS

4-11-01-01 DESIGN STANDARDS

In order to preserve open space, tree cover, scenic views and other natural features, the Board of County Commissioners may permit a property owner to increase the density of development of an area by as much as fifty percent (50%) and allow a reduction in the minimum size of lots by not more than fifty percent (50%) provided the development conforms to all applicable regulations for residential subdivisions and the following requirements. This reduction is implemented as part of a P.U.D.

4-11-01-02 OPEN SPACE/CONSERVATION AREA REQUIRED

The owner shall commit a minimum of thirty percent (30%) of the property to open space or conservation. No lot committed to open space/conservation shall be less than two (2) acres in area.

4-11-01-03 ACCEPTABLE OPEN SPACE/CONSERVATION AREA

No open area may be accepted as common open space or conservation area within an open space residential development unless it meets the following requirements:

1. The location, size, and character of the common open space/conservation area is suitable for the residential development or agricultural use;
2. The common open space/conservation area is for preservation of natural flora and fauna, amenity or recreational purposes, or agricultural use; and
3. The uses authorized within the open space/conservation area are appropriate to the scale and character of the development, considering its size, density, expected population, topography and the number and type of dwellings provided, or appropriate for agricultural use.

4-11-01-04 IMPROVEMENT OF OPEN SPACE

Common open space will be suitably improved for its intended use, except that common open space containing natural features worthy of preservation may be left unimproved. The buildings, structures and improvements to be permitted in the common open space are those appropriate to the uses, which are authorized for the common open space.

4-11-01-05 USE OF OPEN SPACE/CONSERVATION AREAS

No more than twenty-five percent (25%) of the minimum required open space shall be designated for active recreation purposes in order to preserve a reasonable proportion of natural areas on the site. The purposes for which open space areas are proposed shall be documented.

Conservation areas zoned Conservation (CO) may be used based on the use restrictions in said zone district.

4-11-01-06 CONCENTRATION OF OPEN SPACE/CONSERVATION AREAS

Where practical, open space/conservation areas shall be concentrated in large usable areas.

4-11-01-07 CONTIGUITY OF OPEN SPACE/CONSERVATION AREAS

Where possible, open space/conservation areas shall connect to adjacent off-site open space areas and designated greenways. Where the intended use of the conservation area is agricultural, the conservation area shall be connected to adjacent off-site agricultural area.

4-11-01-08 PRIORITIZATION OF OPEN SPACE TYPES

The following list represents the relative desirability of different types of open space/conservation areas, and should be used as the basis for determining the optimum location for open space/conservation areas within a proposed Open Space Subdivision:

1. Critical areas including riparian areas and floodplain.
2. Pastures and farmland currently or traditionally used for agriculture.
3. Trails and greenways.
4. Significant stands of trees.
5. Mature vegetation on ridgelines.

4-11-01-09 CALCULATION OF OPEN SPACE/CONSERVATION AREA

The calculation of open space/conservation areas shall include all common public or privately held open space/conservation areas, but shall exclude all right-of-way for public roads and the easement width for private roads, and storm water facilities. Individual private residential lot areas shall not be included in the open space/conservation area calculation.

4-11-01-10 OWNERSHIP OF OPEN SPACE

Land shown on the final plat as common open space, and landscaping and/or planting contained therein, shall be permanently maintained by and conveyed to one of the following:

1. An association of owners shall be formed and continued for the purpose of maintaining the common open space. The association shall be created as an association of owners under the laws of the state and shall adopt and propose articles of incorporation or association and bylaws, and adopt and improve a declaration of covenants and restrictions on the common open space acceptable to the County in providing for the continuing care of the space.
2. A public agency or district, which agrees to maintain the common open space and any buildings, structures or other improvements which have been placed on it.

4-11-01-11 OWNERSHIP AND ZONING OF CONSERVATION AREAS

Land shown in the final plat as a conservation area shall be rezoned Conservation (CO) and shall be maintained by and conveyed to one of the following:

1. An association of owners shall be formed and continued for the purpose of maintaining the conservation area. The association shall be created as an association of owners under the laws of the state and shall adopt and propose articles of incorporation or association and bylaws, and adopt and improve a declaration of covenants and restrictions on the conservation area acceptable to the County in providing for the continuing care of the space.
2. A public agency or district, which agrees to maintain the conservation area and any buildings, structures or other improvements, which have been placed on it.

The conservation area may be held in private ownership where the intended purpose of the conservation area is agricultural use. The maintenance of the conservation area in private ownership shall be approved by the Board of County Commissioners based on the appropriateness of the land's continued agricultural use and the adequacy of the proposed maintenance plan.

4-11-01-12 MAINTENANCE OF OPEN SPACE/CONSERVATION AREAS

A maintenance plan shall be submitted and approved as part of the Open Space Subdivision process. The maintenance plan shall meet the landscape and open space/conservation maintenance requirements contained in Section 4-23. Where the Conservation Area is intended to be used for agriculture, the maintenance plan shall be approved by the Conservation District and shall meet the requirements of Section 4-23.

4-11-01-13 **RELATIONSHIP TO PARKS AND OPEN SPACE REQUIREMENTS**

All Open Space Subdivisions shall also meet the parkland dedication requirements of the Adams County Subdivision Regulations. Open space/conservation areas established for the purpose of meeting the requirements of this Section shall not be counted toward the parkland dedication requirements contained in the Adams County Subdivision Regulations.

4-11-02 **NATURAL, AGRICULTURAL, AND CULTURAL RESOURCES PROTECTION**

4-11-02-01 **PURPOSE**

The purpose of the Natural, Agricultural, and Cultural Resources Protection standards is to: (1) provide for the protection of natural, wildlife, agricultural, and cultural resources, which are an essential component of the community's economic base and establish the character of the community; and (2) preserve and enhance the quality of life County residents enjoy.

4-11-02-02 **OVERVIEW**

There are four (4) subsections to accomplish the purpose of this Section.

1. Resources Review
 - a. *Purpose:* The purpose of this subsection is to coordinate the application of all resource protection standards, the standards of the Natural Resources Conservation Overlay (NRCO), and agricultural and cultural resources preservation objectives.
 - b. *Methodology:* This subsection specifies the types of projects for which a Resources Review must be performed, the content of the Resources Review, and the procedure by which projects requiring a Resources Review are processed.
2. Natural Resources Protection and Natural Resources Conservation Overlay (NRCO)
 - a. Individual Protected Resources
 - (1) *Purpose:* The purpose of this subsection is to protect the following individual natural resources:
 - (a) Waterbodies
 - (b) One Hundred (100) Year Floodplains
 - (c) Wetlands

- (2) *Methodology*: The above listed resources and their subcategories are specifically defined by these standards and regulations. The subsection specifies the mechanisms used to protect the identified resources.
- b. Natural Resources Conservation Overlay (NRCO) District
 - (1) *Purpose*: The purpose of the Natural Resources Conservation Overlay District (NRCO) is to protect areas of identified exceptional environmental value, such as wildlife habitat areas, or areas hazardous for development, such as floodplains. The overlay zone district is established as a means of assuring these lands are treated in a particularly sensitive manner so as to protect the associated natural resources.
 - (2) *Methodology*: The NRCO District specifies the mechanisms used to protect the identified resources. Specifically, the standards are established to help assure natural resources are identified and adequate mitigation is implemented in association with development to assure the long-term protection of important habitat for wildlife as a cohesive and functional system throughout the County. Development is to be designed to protect the areas wildlife needs to survive; therefore, development is to be kept outside of the NRCO, as much as possible.
 - (3) *Mapping*: The areas within the NRCO District are shown on the Adams County Zoning Map, which has been adopted as part of these standards and regulations. These boundaries are approximate due both to the scale of the map and the difficulty in identifying vegetation and other land characteristics for a large area.
- 3. Cultural Resources Preservation
 - a. *Purpose*: The purpose of this subsection is to identify and protect important cultural resources in association with proposed development.
 - b. *Methodology*: This subsection describes what cultural resources are significant and a series of mechanisms and their objective of cultural resources protection.
- 4. Agricultural Preservation:
 - a. *Purpose*: The purpose of this subsection is to identify the mechanisms in these standards and regulations and otherwise utilized by Adams County for the purpose of promoting agricultural preservation.
 - b. *Methodology*: This subsection describes the following mechanisms and their objective of agricultural preservation. These mechanisms include agricultural district zoning, conservation district zoning, land uses permitted in agricultural zone districts, exemptions for regulations for agricultural uses, and open space subdivision standards.

4-11-02-03 RESOURCES REVIEW

4-11-02-03-01 **PURPOSE**

This subsection establishes a Resources Review to coordinate the application of all resource protection standards, the standards of the Natural Resources Conservation Overlay District (NRCO), and agricultural and cultural resource preservation objectives. This subsection further defines the methodology and standards for conducting the Resources Review. The review shall identify the natural, scenic, cultural, and agricultural resources defined in these standards and regulations, and describe how the proposed development will be designed in order to preserve these resources and to meet the standards of this subsection.

4-11-02-03-02 **APPLICABILITY**

All development proposals subject to the provisions of the NRCO District, and any activity, including subdivisions, which disturb an area of one (1) acre or more, shall comply with the provisions of this subsection unless specifically exempted below.

4-11-02-03-03 **EXEMPTIONS**

The following activities and development shall be exempt from this subsection.

1. *Agriculture*: Activities conducted for agricultural purposes.
2. *Development within an Approved Project*: All development pursuant to a project approval already received from Adams County.
3. *Single-Family Home*: Development of a single-family home provided:
 - a. The location proposed for the single-family home is not within the NRCO;
 - b. The single-family home is the only residence on the individual lot or parcel or the density on the site is less than or equal to one (1) dwelling unit per thirty-five (35) acres of base site area; and
 - c. The application for development demonstrates compliance with all setback/buffer standards specified in the Individual Protected Resources and NRCO District subsections of these standards and regulations.
4. *Expansion*: Expansion of an existing building or the addition of an accessory structure to a residential single-family dwelling.

4-11-02-03-04 **METHODOLOGY**

1. *General Content*: A Resources Review shall describe the existing conditions of the property, describe the development proposal and the rationale for the

location of proposed open space, if applicable, and a description of how the proposal meets all the applicable standards and objectives of this Section and the Adams County Comprehensive Plan.

2. *Site Specific Content:* A Resources Review for all proposed developments not otherwise exempted, shall contain the following components, as applicable to the property proposed for development and the proposed project.
 - a. *Individual Protected Resources Component:* The Resources Review for property containing protected resources shall contain an individual protected resources component including maps and/or plans depicting the location of water bodies, one hundred (100) year floodplains, and wetlands. This component also shall describe the level to which all resources are either conserved or developed, depict the setbacks/buffers of all resources for which setbacks/buffers are required, and contain a mitigation plan, if applicable.
 - b. *NRCO Component:* A Resources Review shall contain a NRCO component including a site specific review identifying the location of areas used by wildlife as habitat or migration routes and any area protected by the NRCO District, and plans identifying how the proposed development on the land complies with the standards of the NRCO District.
 - c. *Cultural Resources Component:* A Resources Review shall contain a cultural resources component including a written review of the proposed development, depicts the locations of all cultural resources and includes plans identifying how the proposed development on the land complies with the standards of the Cultural Resources subsection.
 - d. *Agricultural Component:* A Resources Review shall contain an agricultural component identifying the location of agricultural land and describes related agricultural operations, such as irrigation practices, occurring on the land.
3. *Recommendations:* A Resources Review shall contain recommendations for mitigating any negative impacts of the proposed development on the natural, cultural and agricultural resources. The review also shall contain recommendations for resolving conflicting objectives when the Resources Review identifies areas where such conflicts exist.
4. *Priorities:* In reviewing and approving, approving with conditions, or denying an application containing lands regulated by more than one (1) resource category, the Standards for Development in the NRCO District shall be achieved to the maximum extent practical first. The requirements of the individual protected resources shall generally receive second priority but may receive first priority in instances where the individual protected resource would be greatly damaged by development and the damage can be avoided by a change in development design creating a minimal impact to the NRCO.

5. *Professional Consultant(s) Required:* The Resources Review shall be prepared by one (1) or more professionals who have been certified as "qualified" by the Community and Economic Development Department. Individuals may be certified to prepare one (1) or more components of a Resources Review depending upon their qualifications. Each professional shall be deemed qualified by the Department of Community and Economic Development based on education, professional certifications, experience in the field, and their understanding of these standards and regulations, and the Adams County Comprehensive Plan. The Department of Community and Economic Development may form a multi-departmental committee to assist in the certification of consultants.
6. *Selection of Consultant(s):* The County shall maintain a list of qualified professional consultants. The developer of a project requiring a Resources Review shall select one (1) or more individuals from the list of certified consultants to prepare the review. The County also can select a consultant from the same list to review the work of the developer's consultant. In these instances, the County's consultant shall be paid by the County.

4-11-02-03-05 *PROCEDURE*

The Resources Review shall be consolidated and considered with the review necessary to obtain the first development permit for the proposed development for which the review is conducted.

4-11-02-04 INDIVIDUAL PROTECTED RESOURCES AND NRCO DISTRICT

4-11-02-04-01 *PURPOSE*

Waterbodies and wetlands provide critical functions in controlling flood waters, providing wildlife habitat, cleansing water resources and contributing to the special scenic quality of Adams County. Reserving the one hundred year (100) year floodplain protects against the loss of life and property during flood events. The purposes of this Section are to define critical resources, and establish protection standards for waterbodies, floodplains and wetlands.

4-11-02-04-02 *INDIVIDUAL PROTECTED RESOURCES (WATERBODIES, ONE HUNDRED (100) YEAR FLOODPLAINS, AND WETLANDS)*

1. *Purpose:* This Section establishes the protection standards for waterbodies, floodplains, and wetlands, in order to protect the community as a whole from potential negative impacts caused by development which may affect these resources or their functions. This Section prohibits development on and within a certain distance of these resources.

2. Resource Definitions

- a. *Waterbodies*: "Waterbodies" means natural features or manmade reservoirs (i.e., rivers, streams, lakes), which convey or contain surface water.
 - b. *River*: "River" means the South Platte River and Clear Creek.
 - c. *Stream*: "Stream" means a body of running water which is neither one of the identified rivers nor an irrigation ditch, and has one (1) or more of the following characteristics:
 - (1) Has an average annual flow of three (3) cfs or greater including return water from subirrigation practices.
 - (2) Provides a habitat area for one (1) or more species of fish or waterfowl.
 - d. *Natural Lake/Pond*: A "natural lake/pond" means a body of standing water, usually at least six (6) feet deep, which was created by natural processes.
 - e. *Riparian Plant Community*: Riparian plant communities associated with watercourses in Adams County shall be delineated using "Riparian Community Type Classification of Colorado", USDA Forest Service, 1990.
 - f. *Floodplains*: "Floodplains" means land adjacent to a watercourse which is subject to flooding as a result of the occurrence of the 100-year or one percent (1%) frequency flood of a watercourse. Flood or flooding means a general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland or tidal waters and/or the unusual and rapid accumulation or runoff of surface waters from any source.
 - g. *Wetlands*: "Wetlands" means an area where water is at, near, or above the land surface long enough to support aquatic or hydrophytic vegetation and which has soils indicative of wet conditions. Delineation of wetlands in the County shall be according to the 1989 Army Corps of Engineers definition of jurisdictional wetlands. This definition excludes irrigation induced wetlands.
3. *No Development or Setbacks/Buffers Required*: Due to the risk of severe negative impacts on the community at large, if waterbodies, floodplains, and wetlands are wholly or partially developed, and the necessity to protect the natural functions of these resources, development of these resources is prohibited in most cases and a setback/buffer is required.
4. *Development Prohibited*: Development in waterbodies, the one hundred (100) year floodplain, wetlands, and significant wildlife habitat is prohibited except for essential facilities as specified below.

- a. Setback/Buffers Required
 - (1) *Measurement*: Setbacks shall be measured from the mean high water or top of bank, whichever is farthest from the thread of the watercourse or the center of the waterbody.
 - b. Setback/Buffer Definitions
 - (1) *Buffer*: The area protected by the setback is the "buffer" and shall remain free from development, parking, open storage of vehicles, refuse, or any other material. Terrain disturbance for bona fide agricultural purposes, flood protection, wildlife habitat enhancement, or pathways are permitted in the buffer upon receipt of applicable permits.
5. *Minimum Setback/Buffer Required*: All development is required to be setback from specified resources as follows:
- a. *Rivers*: Minimum one-hundred-fifty (150) feet.
 - b. *Streams*: Along streams, development shall be located out of the riparian plant community, but in no case shall the required setback be less than fifty (50) feet nor more than one hundred-fifty (150) feet.
 - c. *Natural Lake/Pond*: Adjacent to natural lakes or ponds, development shall be located out of the riparian plant community, but in no case shall the required setback be less than fifty (50) feet nor more than one hundred-fifty (150) feet.
 - d. *Wetlands*: Minimum fifty (50) feet.

4-11-02-04-03

DEVELOPMENT OF ESSENTIAL FACILITIES

- 1. *Essential Facilities in or Adjacent to Waterbodies and Floodplains*: Certain water dependent uses must be located in or adjacent to waterbodies and/or in floodplains. These may be permitted provided all structures meet the following requirements:
 - a. *Flood Control, Irrigation, or Essential Crossings*: Only structures, which are essential to flood control, irrigation or essential road or utility crossings, shall be permitted.
 - b. *Not for Human Habitation*: Structures in the floodplain shall not be intended or designed for human habitation.
 - c. *Elevation of Structures and Utilities*: Any generally horizontal element not part of the support structure shall be at least one (1) foot above the one hundred (100) year flood elevation. All service and utility connections, such as electrical and heating equipment, water, sewer, electric, or gas, shall be similarly located.

- d. *Floodway*: Except for crossings for access, no structures shall intrude into the floodway.
 - e. *Minimum Obstruction of Flood Waters*: Structures constructed in the flood fringe shall not cause any rise more than one-half (1/2) foot in the 100-year water surface elevation and structures constructed in the floodway shall cause zero (0) feet of rise. Should a development cause more rise than allowed, a Conditional Letter of Map Revision (CLOMR) shall be submitted. Any increase in flood height shall be confined to the subject property and shall cause no increase in the flood height on adjacent properties.
 - f. *Compliance with Floodplain Overlay District*: All development within the floodplain shall comply with the Adams County Floodplain Overlay District standards. In the event of a discrepancy between the Floodplain Overlay District standards and these standards, the more stringent standard shall control.
 - g. *Minimize Negative Impacts on Wildlife*: All development shall be designed to minimize negative impacts on wildlife.
 - h. *Fill in Floodplains*: Fills or deposition of materials in floodplains may be allowed provided the following standards are met:
 - (1) Fill shall be allowed only for essential crossings, water dependent uses, or flood control.
 - (2) No fill shall be in the floodway or within twenty (20) feet of the floodway.
 - (3) Fill or other materials shall be protected against erosion by riprap, vegetative cover, sheet piling, or bulkhead sufficient to prevent erosion.
 - (4) Fill shall be clean and compacted to minimize erosion potential.
2. *Essential Facilities in or Adjacent to Wetlands*: Wetlands may be developed under the following circumstances. Notwithstanding, receipt of a local permit for developing wetlands does not absolve a developer from obtaining all other State or Federal permits necessary to develop wetlands.
- a. *High-Intensity Use Degrades Wetland/Wetland Agriculture-Induced*: Where the intensity of adjoining uses causes the retained wetlands to become degraded habitats and the wetland area is suitable for development due to planning, location, and other factors, or where the wetland is induced by agricultural irrigation, a wetland may be developed.
 - b. *Necessary to Reshape Wetland to Provide Building Site*: Where, due to parcel shape and interaction with topography, it is necessary to reshape the wetland boundary to provide a building envelope, a wetland may be

redeveloped. Filling up to five (5) percent of the wetland on the parcel, not to exceed one (1) acre, is permitted.

- c. *No Alternate Site*: Development shall be permitted only where it is demonstrated the proposed activity cannot be practically located at an alternative, non-wetland site.
- d. *Practical Measures to Reduce Impact*: It shall be demonstrated reasonable project modification measures have been taken to reduce wetland loss and degradation.
- e. *On-Site Mitigation Wherever Possible*: On-site mitigation shall be provided wherever possible. On-site mitigation shall be at a ratio of one and one-half (1.5) acres of new wetland for every one (1) acre of wetland filled. All off-site mitigation shall be at a ratio of two and one half (2.5) acres of new wetland for every one (1) acre filled. It shall also be demonstrated these new wetlands will restore lost wetland functions and values.
- f. *Wetland Replanting*: The new wetland area shall be planted with a hydric tolerant mix of seeds in suitable areas, wetland plants, and suitable seed bank soils. A wetlands biologist, or other professional with experience in wetland creation, shall certify the planting plan.
- g. *Persistence*: It shall be demonstrated the created or restored wetland will be at least as persistent as the impacted wetland system it replaces.
- h. *Buffers*: Buffers shall be provided around wetlands created pursuant to this subsection.

4-11-02-04-04 *NATURAL RESOURCES CONSERVATION OVERLAY (NRCO) DISTRICT*

See Chapter 3 for NRCO District standards and open space requirements.

4-11-02-05 AGRICULTURAL RESOURCES PRESERVATION

4-11-02-05-01 *PURPOSE*

Ranching and farming are agricultural uses, which formed the original basis for the communities in Adams County. In all areas of the County, the agricultural industry is threatened by residential development and urbanization. Paradoxically, much of the attraction for residents of Adams County is the open space created by agricultural operations, the very operations threatened by increasing urbanization. The purpose of this Section is to identify the mechanisms in these standards and regulations, which have been adopted for the purpose of promoting agricultural preservation.

4-11-02-05-02

SUMMARY OF MECHANISMS TO PROMOTE AGRICULTURAL PRESERVATION

The following mechanisms are available through application of these standards and regulations as incentives for land in Adams County to be maintained in agricultural production.

1. *Agricultural Assessment*: By Colorado Statute, agricultural uses in Adams County do not pay property taxes on the market value of land upon which they are located. If they did, agriculture in Adams County would have disappeared long ago. Agricultural assessments are a conscious decision in order to retain agriculture for as long as possible.
2. *Open Space Subdivisions and P.U.D.s*: Developments in the Agricultural Districts are required to cluster homes and to provide either thirty percent (30%) or sixty percent (60%) open space. If the property proposed for development has an existing agricultural operation, or a land owner wishes to establish an agricultural operation on the portion of the property proposed as open space, agriculture is an accepted and encouraged use of the required open space.
3. *Agricultural Zoning Density*: Developments in the Agricultural Districts are kept at a low density. Residential development and agriculture are generally incompatible. The more the permitted form of development can either prevent or mitigate such conflicts, the more likely it is that agricultural operations can continue. Low development densities can help to mitigate some conflicts.
4. *Agricultural Land Uses*: Certain uses generally compatible with agricultural uses have been permitted in the Agricultural Districts in order to provide opportunities for agricultural families to diversify their income base, yet retain their primary way of life--agriculture. The following uses have been permitted in the Agricultural Districts, in many cases, specifically to promote agriculture: Agricultural employee housing, mobile home, nurseries, bed and breakfasts, agricultural support and service uses, produce stands, campgrounds, outdoor recreational uses, home businesses, cottage industries including small food manufacturing operations, etc.

4-11-02-05-03

STANDARDS

Any conversion of agricultural land shall comply with the following standards.

1. *Site Evaluation*: Farm and ranch lands shall be assessed according to the USDA Agricultural Soil Capability Classifications. The site shall be mapped and the soils with the lowest classifications shall be developed first.
2. *Agricultural Connectivity and Efficiency*: Agricultural lands or operations proposed for development shall be reviewed to determine what impacts

the proposed development will have on the continued agricultural use of the undeveloped portions of the tract. Development shall be located so as to ensure the agricultural continuity is maintained and the remaining agricultural tracts are able to be used efficiently.

4-11-02-06 CULTURAL RESOURCES PRESERVATION

4-11-02-06-01 **PURPOSE**

The purpose of this subsection is to identify and protect important cultural resources in association with proposed development.

4-11-02-06-02 **METHODOLOGY**

A survey for important cultural and historic resources meeting the criteria of the Colorado State Historic Preservation Office (SHPO) shall be conducted in all cases where more than five (5) acres will be disturbed. The survey shall meet the requirements of the SHPO and be conducted by a professional approved to conduct historic and cultural resource surveys by the SHPO Office.

4-11-02-06-03 **STANDARDS**

1. *No Development or Setbacks/Buffers Required:* Due to the risk of severe negative impacts to cultural resources from development, and the necessity to protect these historic resources for future generations, development which would destroy the historic and cultural significance of these resources is prohibited in most cases and a setback/buffer is required.
2. *Development Prohibited:* Development of a site, which would result in the destruction of a cultural or historic resource, is prohibited except as specified below.
 - a. *Use Degrades Value:* Where the intensity of adjoining uses cause the retained resource to be placed at significant risk or to become degraded, the resource may be relocated or excavated pursuant to a plan approved by the SHPO.
 - b. *Necessary to Reshape the Land to Provide Building Site:* Where, due to parcel shape and interaction with topography, it is necessary to remove the resource in order to develop the remainder of the site, the resource may be relocated or excavated pursuant to a plan approved by the SHPO.
 - c. *Practical Measures to Reduce Impact:* It shall be demonstrated all reasonable project modification measures have been taken to reduce the chance of loss and degradation.

3. *Setback/Buffers Required:* A setback from all identified resources shall be provided.
- a. *Measurement:* Setbacks shall be measured from the boundaries of the resource identified.
 - b. *Setback/Buffer Definitions*
 - (1) *Buffer:* The area protected by the setback is the "buffer" and shall remain free from development, parking, open storage of vehicles, refuse, or any other material.
 - c. *Minimum Setback/Buffer Required:* All development is required to be setback from identified cultural resources by at least one hundred (100) feet unless an alternative setback is justified by the Resource Review Recommendations.
 - d. *Setback Standards from Section Lines and Section Line Roads:* Setbacks from Section Lines and Section Line Roads shall be one hundred (100) feet from the right-of-way centerline or the Section Line where a road right-of-way is not established. The Section Line and Section Line Road setback may be varied at the discretion of the Director of Community and Economic Development where the Director of Community and Economic Development determines:
 - (1) A new Section Line Road could not be reasonably aligned within one hundred (100) feet of the Section Line;
 - (2) The existing Section Line Road can be reasonably expanded within the existing right-of-way;
 - (3) The existing right-of-way is adequate for construction of a new Section Line Road; or
 - (4) Due to the prevailing development pattern, future road construction or expansion is generally precluded such that the setback would have limited or no effect on future road expansion or construction options.

In no case shall the Director of Community and Economic Development reduce the setback below the minimum right-of-way setback required within the applicable zone district.

4-12 PARKING, LOADING, AND CURB CUT REQUIREMENTS

4-12-01 APPLICABILITY

Off-road parking and loading requirements in all new developments shall comply with the general access, circulation, and parking standards set forth in this Section.

4-12-02 GENERAL STANDARDS

4-12-02-01 SAFETY BARRICADES

A curb, rail, fence, guard, or other continuous safety barricade of a height or design sufficient to retain vehicles within the parking area shall be provided except for single-family residences and duplexes.

4-12-02-02 COMMERCIAL AND INDUSTRIAL PARKING LOT SCREENING/FENCING REQUIRED

For each boundary line of a commercial or industrial parking area abutting directly on a residential lot a wall, fence, or screen planting of a year-round nature shall be installed at least forty-eight (48) inches high to serve as a barrier for passage of persons and waste material, to conceal glare from headlights, and to reduce noise, fumes, and pavement heat.

4-12-02-03 PLANTINGS PROTECTED

Wheel or bumper guards shall be located so no part of any vehicle extends beyond the boundary lines of the parking area or comes in contact with walls, fences, plantings, or any other structures.

4-12-02-04 PARKING AREA LANDSCAPING REQUIREMENTS

Parking areas are required to meet standards for landscaping within the parking area and around the perimeter of the parking area. Landscaping requirements are found in Section **Error! Reference source not found.** of these standards and regulations.

4-12-02-05 SURFACE OF PARKING AREA

Except for agricultural areas, off-road parking areas shall be surfaced and maintained with a portland or asphalt concrete surface, or other suitable surface as determined by the

Director of Community and Economic Development. Drainage shall be subject to the approval of the Director of Community and Economic Development.

The surface of the parking area shall be maintained with the following minimum requirements:

1. Potholes shall not exceed six (6) inches deep or six (6) inches wide.
2. Cracks shall not exceed three (3) inches in width.
3. The parking area shall be maintained in a weed free condition pursuant to Section 4-16.
4. All striping shall be evident at the property line.

4-12-02-06 DESIGN AND LAYOUT OF PARKING LOTS

Parking stall designs, driveways, and other details of a plan for parking shall be subject to the approval of the Director of Community and Economic Development.

4-12-02-07 LIGHTING

Any lighting used to illuminate required off-road parking areas shall be arranged in conformance with the following:

1. Lights shall be shielded so directly emitted light shall not shine directly onto surrounding properties;
2. Light shall be arranged so neither direct nor reflect light may create a traffic hazard and no color light(s) may be used in a manner which would be confused with traffic control devices;
3. No blinking, flashing, rotating or otherwise animated lights shall be permitted except temporary holiday lighting displays or safety devices required by federal, state, county or local regulations;
4. The maximum lighting level shall not exceed one (1.0) foot-candle for parking areas and twenty (20.0) foot-candle in loading areas and unloading platforms; and
5. Light levels measured twenty (20) feet beyond the property line shall not exceed one-tenth (0.1) foot-candle as a direct result of on-site lighting.

4-12-02-08 SIGNS

Only signs indicating entrances and exits or designating conditions of use, direction, or identification shall be maintained within a parking area. Signs indicating entrances, exits, or conditions of use shall not exceed four (4) square feet in area, nor shall there be more than one (1) such sign for each entrance or exit.

4-12-02-09 ENTRANCES AND EXITS, CURB CUTS, CURB RETURNS:

All curb cuts are subject to approval of the Director of Community and Economic Development or the Colorado Department of Transportation for State Highways and are not a use by right. Their placement, size, use, signing, and construction shall conform (at the developer's expense) to the Director of Community and Economic Development written requirements. An Access Permit for all entrances, curb cuts, and curb returns shall be obtained from the Director of Community and Economic Development.

4-12-02-10 EXPANSION OR ENLARGEMENT OF USE

Whenever any building or use is enlarged in height or in ground coverage, off-road parking for said expansion or enlargement shall be in accordance with the requirements of these standards and regulations.

4-12-03 SINGLE AND TWO FAMILY DWELLINGS

4-12-03-01 GENERAL

Off-road parking for one and two family dwellings shall be designed to meet the following objectives:

1. Provide an adequate number of parking spaces for the use.
2. Minimize conflicts with traffic on adjacent roadways.

4-12-03-02 AMOUNT OF PARKING REQUIRED

One and two family dwellings shall provide a total of two (2) off-road parking spaces per dwelling unit.

4-12-03-03 ACCESS TO PARKING

Access to the off-road parking shall comply with the provision of these standards and regulations, including but not limited to, the following:

1. Obtaining an Access Permit.
2. Limiting the number and spacing of accesses based on the functional classification of the roadway.

4-12-03-04 PAVED PARKING REQUIRED

Whenever an access to off-road parking spaces is adjacent to a paved road, the access shall be paved with asphaltic concrete, concrete, or similar material from the edge of the roadway to the right-of-way line for the roadway.

4-12-03-05 ADDITIONAL PARKING SPACES

Any area used to park vehicles on a single-family or duplex lot, shall be clearly delineated, improved with concrete, asphalt, stone pavers, or minimum ¾" rock (provided the installation is sufficient to support the vehicles), maintained free of weeds, and display no visible dirt surface. Parking vehicles or trailers behind the house or on any landscape is prohibited. At least 30% of the front and side yards must be covered in living material and may not be used for parking (4-16-09-01-02(3)). Access permits may be required if a new driveway from the right-of-way is created (8-01-10).

4-12-04 MULTI-FAMILY RESIDENTIAL AND NON-RESIDENTIAL**4-12-04-01 GENERAL**

Off-road parking for multi-family and non-residential developments shall be designed to meet the following objectives:

1. Provide for the safe and convenient movement of vehicles, bicycles, and pedestrians to and from the site and through the site.
2. Efficiently provide an adequate number of parking spaces for the site.
3. Minimize the interference of drive-in facilities and loading zones with access and circulation within the site.

4-12-04-02 ACCESS STANDARDS

Parking areas shall be designed with clearly defined and unobstructed points of ingress and egress rather than continuous access from an adjacent roadway. No parking space or lot will be permitted which would require a vehicle to back into the roadway to exit the space or lot.

Entrances and exits to the parking lot shall be sited with the objectives of minimizing disruption to traffic flows on the access road. When a parking lot is adjacent to both an arterial road and a road of lower functional classification such as a collector, access shall be from the lower classification road to avoid interfering with the primary function of the arterial road, which is to move traffic rather than to provide access.

When entrances and exits must be located off of higher classification roads, they shall be sited so as to create the least interference with intersections and to preserve the traffic

carrying capacity of the road. Speed change lanes or auxiliary lanes shall be provided if required by the Director of Public Works. Wherever possible, entrances and exits shall be separated from intersections per the criteria set forth in Chapter 8 of these regulations.

Entrances and exits to the parking lot should also be sited with the objective of minimizing conflicts within the parking lot and encouraging efficient circulation patterns. The property owner is responsible for all maintenance of the access to and from a public right-of-way.

In cases where there are adjacent and compatible land uses, parking areas shall be designed with circulation between the uses in mind, providing internal connections between the parking areas for the adjacent uses.

4-12-04-03 SPACES REQUIRED

In connection with every institutional, commercial, and industrial use, there shall be provided, at the time any building or structure is erected, enlarged, or increased in capacity, off-road parking spaces in accordance with the following requirements:

Use	Minimum Required Off-Road Parking Spaces
Art galleries	1 space for each 300 sq. ft. of gross floor area
Auditoriums, assembly halls, theaters	1 space for each 4 seats or 1 space for each 40 sq. ft. of floor area available for the accommodation of movable seats in the assembly room, whichever is greater
Auto repair shops	2 spaces for each service bay
Banks and other financial institutions	1 space for each 200 sq. ft. of gross floor area used by general public and 1 space for each 600 sq. ft. not used by general public
Bed and breakfast inns	1 space per rental unit and 1 space per 4 employees
Boarding houses	1 space for each rental unit
Car wash, automatic or self-service	5 spaces per bay automatic and 2 for self-service
Churches	See "Places of worship"
Clubs and lodges	1 space for 200 sq. ft. of gross floor area used by the general public or membership and 1 space for every 600 sq. ft. not used by the general public or membership
Colleges and universities	as determined by Director of Community and Economic Development
Commercial dormitory	1 space for each rental unit
Contractor's offices	1 space for each 10,000 sq. ft. of gross floor area
Contractor's yards, building	1 space for each 10,000 sq. ft. of yard materials, storage
Convalescent centers	1 space per 4 beds plus 1 space for each 2 staff members

Use	Minimum Required Off-Road Parking Spaces
Correctional facilities	Sufficient spaces to supply 1 space for each employee per shift and 1 space for every 5 occupants. The requirement may be modified with the use permit.
Day care facility	1 space for each employee on a major shift, plus 2 drop off spaces for patrons
Dormitories, fraternity, and sorority houses	1 space for each 2 beds
Dwellings	
Single family	2 spaces for each dwelling unit
Two-family	2 spaces for each dwelling unit. The Planning Commission may require up to 1 space for every 2 units for visitor parking.
Multifamily	
Studio/ Efficiency	0.75 spaces per unit type
1 Bedroom	1.0 spaces per unit type
2 Bedroom	1.5 spaces per unit type
3+ Bedroom	2.0 spaces per unit type
Visitor	Minimum of 15% of the required parking shall be provided for visitors in addition to the minimum required off-road parking
Efficiency units	1 per unit
Retirement communities, elderly housing	1 space for every 2 multi-family units plus 1 space for each 4 staff members whose work is associated with the units or with the occupants of the units. 1 space for each single-family unit
<u>Event Center</u>	<u>1 space for each 4 seats or 1 space for each 40 sq. ft. of gross floor area available for the accommodation of movable seats in the event center, whichever is greater.</u>
Fairgrounds	1 space for each 600 sq. ft. of gross floor area
Funeral homes	1 space for each 4 seats in chapel
Golf courses	Based on review by the Director of Community and Economic Development considering site size, topography and supporting facilities
Government buildings	Based on review by the Director of Community and Economic Development considering site size, topography and supporting facilities
Hospitals	1 space for every 2 beds; 1 space for each doctor and nurse; and 1 space for every 4 additional employees
Hotels	1 space per rental unit
Junk yards	1 space plus 1 space for each 10,000 sq. ft. of yard

Laboratories, research	1 space per 1,000 sq. ft. of floor and area facilities
Manufacturing, processing, assembly, distribution, bottling works, machine shop, metal, wood-working, plumbing, electrical, printing shop, roofing shop	1 space for each 1,000 sq. ft. of floor area
Medical, dental and similar offices	4 spaces for each doctor or nurse and 1 space for each employee
Meeting rooms, exhibit halls	1 space for each 4 seats or 1 space for each 40 sq. ft. of floor area available for the accommodation of movable seats or exhibits
Mobile home park	2 spaces for each mobile home site
Motels	1 space per rental unit
Museums	1 space for each 300 sq. ft. of gross floor area
Night clubs	1 space for each 3 seats
Offices	1 space for each 300 sq. ft. of gross floor area
Nursing homes	See: "Convalescent center"
Places of worship	1 space for every 5 seats
Radio, TV recording studio	1 space for each 300 sq ft of gross floor area

Recreation, indoor	Based on review by the Planning Commission considering site size, topography and type of use
Recreation, outdoor	Based on review by the Planning Commission
Restaurants, cafeterias, dining rooms including drive-up windows	1 space for every 3 seats
Retail spaces or other unspecified	See: "Service establishments"
Schools	
Kindergarten, elementary	1 space for each classroom and 1 space per 300 sq. ft. of administrative office space
High school, college, vocational, business	6 spaces for each classroom and 1 space per 300 sq. ft. of administrative office space
Service establishments and retail	
Dealing infrequently with public such as furniture repair, secretarial services.	1 space for each 600 sq. ft. of gross floor area
Dealing frequently with public such as barber shops, beauty shops, laundromats, video stores, drug stores, groceries, etc.	1 space for each 200 sq. ft. of gross floor area
Transportation terminals	

Freight	1 space per 1,000 sq. ft. of gross floor space
Passenger	1 space per 200 sq. ft. of gross floor space
Veterinary establishments	4 spaces for each doctor and 1 for each employee
Warehouses	1 space for each 5,000 sq. ft. of gross floor area
Wholesale establishments	1 space for each 900 sq. ft. of gross floor area

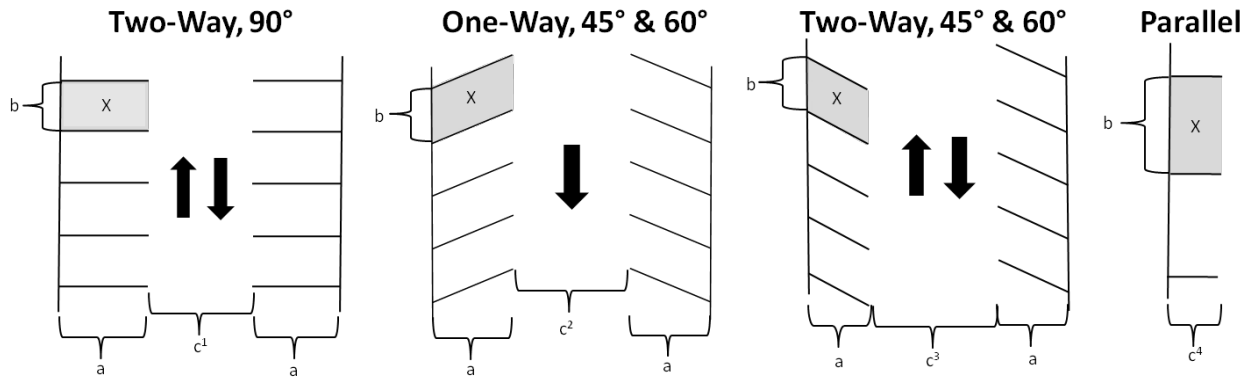
4-12-04-04 PARKING LOT LAYOUT

1. In general, surface parking lots shall be beside or behind the land use they serve. Circulation patterns around parking lots can be established using various stall types, angled parking, one or two-way drive aisles, signing, or pavement marking.
2. Parking Stall Options by Type. Required parking may choose the following mix of parking stalls types and sizes:
 - a. Standard stalls: up to 100% of total required parking;
 - b. Compact stalls: up to 20% of total required parking;
 - c. Micro stalls: up to 5% of total required parking.
3. Fraction: If the calculation of the number of vehicular parking spaces in the Table 8.10-1 Table of Vehicular Parking Spaces contains a fraction, such number shall be rounded up or down to the next whole number:
 - a. Fractions less than one-half (.5) shall be rounded down to the whole number; and
 - b. Fractions which are one-half (.5) and greater shall be rounded up to the next higher whole number.
4. Motorcycle stalls: Automobile parking requirements may be reduced one (1) space for every four (4) motorcycle spaces, provided up to a maximum five (5) percent of the total required automobile spaces.
5. Tandem Stalls.
 - a. Tandem parking may be permitted for up to fifty percent (50%) of the total residential parking requirement of multifamily developments if all of the following criteria are met:
 - i. Each residential unit may have only one (1) tandem parking stall (equaling two (2) parking spaces) for each multifamily dwelling unit requiring two (2) parking spaces.
 - ii. Ingress and egress for the tandem parking stalls do not interfere with the safety of residents or adjacent property owners, and the functionality of adjacent parking.

- b. For calculating the percentages of allowed parking stall options: Tandem parking is equivalent to two (2) standard parking spaces.
 - c. Design Standards.
 - i. Tandem parking stalls are permitted when their size equals two (2) standard stall dimensions (9 feet by 37 feet), and when storage space is provided in the garage area for items which typically occupy garage space (e.g. bicycles, garbage cans and other gear).
 - ii. Parking spaces are assigned to each unit in the development.
 - iii. Adequate visitor parking is provided.
 - iv. Tandem parking shall not be used for the storage of boats, trailers, recreational vehicles, or materials.
- 6. **Parking Stall Length in Surface Parking or Non-Parallel Parking.** Parking stalls which have low landscape or additional hardscape (such as a raised walkway) at the head of the stall, may reduce the paved portion of the stall length by two (2) feet as long as the vehicle can hang into the landscape or hardscape by two (2) feet without reducing or impacting pedestrian walkway widths or the proposed landscape. Vehicle overhang must be indicated on all construction drawings using this technique.
- 7. **Location Criteria.**
 - a. Head-in Compact and Micro stalls may not be located on a fire lane unless their length is equivalent to a Standard stall;
 - b. Single loaded parking stall lengths and the fire lane widths are equal to at least thirty seven (37) feet with two (2) lanes that are a minimum of nine (9) feet wide;
 - c. Double loaded parking stall lengths and fire lane widths are equal to at least fifty-six (56) feet with two (2) lanes that are a minimum of nine (9) feet wide; or, as otherwise approved by the Director.
 - d. Parking spaces which are closest to the building's entrances shall not be Compact spaces.
 - e. Motorcycle spaces shall be located according to the same criteria and standards that are applicable to Micro parking spaces.
 - f. Visitor parking shall be provided in a location that is convenient to visitors and shall be accessible at all times. Visitor parking shall not be located within a secured private or common parking garage that requires a key, handset, or other electrical or mechanical device to gain access to such spaces.

4-12-04-05 PARKING SPACE SIZE

Standard parking spaces shall conform to the dimensions shown on the following table:



Stall Type ¹	Angle	Stall Size (x)	Stall Length (a)	Stall Width (b)	Automobile Drive Aisle Width ^{2, 3}			
					Two-Way, 90° (c ¹)	One-Way (c ²)	Two-Way, Angled (c ³)	Parallel (c ⁴)
Standard	90°	18.5' x 9'	18.5'	9'	24'	-	-	-
	60°	18.5' x 9'	20.5'	7'	-	18'	22'	-
	45°	18.5' x 9'	19.5'	6.5'	-	18'	20'	-
Compact	90°	16' x 8'	16'	8'	22'	-	-	-
	60°	16' x 8'	18'	7'	-	18'	20'	-
	45°	16' x 8'	17'	5.5'	-	18'	20'	-
Micro	90°	12' x 7'	12'	7'	18'	-	-	-
	60°	12' x 7'	14'	6'	-	16'	18'	-
	45°	12' x 7'	13.5'	5'	-	16'	18'	-
Parallel	-	20' x 7'	-	20'	-	-	-	7'
Motorcycle	-	8' x 4'	-	-	Shall meet Automobile Drive Aisle Width			

¹ When wheelstops are provided, they shall be positioned eighteen (18) inches into the parking stall. Wheelstops shall not be used in conjunction with curbs.

² The automobile drive aisle width is based on the largest stall type and its required drive aisle width when a mix of stall types is utilized along a drive aisle.

³ Drive aisle widths may be modified for emergency access as required by the adopted Fire Code.

4-12-04-06 PARKING FLEXIBILITY OPTIONS AND ADJUSTMENTS

The intent of providing flexible standards and adjustments to parking requirements in order to provide methods, incentives and techniques that will enable development to

decrease the reliance on the automobile, diminish the percentage of land dedicated to parking and reduce the amount of parking needed to support the development while providing adequate parking for the its uses and users in order to minimize spillover into adjacent neighborhoods.

4-12-04-06-01 *PARKING FLEXIBILITY*

The total or a portion of the required off-road parking spaces may be provided through alternative measures including:

1. Off-Site Parking. Required parking may be provided by off-street parking within six hundred (600) feet of the development for which the parking is required. Off-site parking may be shared between multiple uses if those uses meet the parking requirements associated with each use and the Shared Parking requirements in this Section.
2. Shared Parking. Required parking may be shared between uses if the all of the following requirements are met:
 - a. Shared parking will only be permitted if principal operating hours do not overlap, or if the overlap is less than one-half hour. Principal operating hours are defined as the time span during which a business or facility has its highest level of activity from employees, clients, customers and/or other users.
 - b. Spaces Required. If the businesses have non-overlapping principal operating hours, the property owner(s) shall provide parking spaces equal to those required for each use for which parking is being shared.
 - c. Location. The location of the parking facilities must be:
 - 1) Within a reasonable walking or sight distance or otherwise associated with the uses involved in the shared parking contract. The location may not be more than six hundred (600) feet from the property line of the business it is serving; and
 - 2) The parking facilities are a permitted use in the applicable zoning district.
 - d. Pedestrian Connection. A convenient pedestrian connection shall be provided between the shared uses and the parking facilities. This pedestrian connection shall be designed as barrier free and built with appropriate lighting and safety considerations.
 - e. Shared Parking Contract. A contract is enacted, signed by all the owners/operators of the shared uses and the County, which provides for County enforcement. The shared parking contract shall:
 - 1) Provide that the land comprising the required shared parking facilities shall not be encroached upon, used, sold, leased, or conveyed for any purpose except in conjunction with the building or use which the required parking serves, so long as the shared parking facilities are needed. The

contract terms shall be for as long as any of the shared uses continues in existence;

- 2) Indicate Prime Hours of Operation for shared uses;
 - 3) Assign maintenance provisions for the parking facilities and landscaping;
 - 4) The parking contract approved by the Director shall be filed with the deed of the parcels involved, so that the agreement is binding upon successors; and
 - 5) Changes to the contract, redrafting of the original enacted contract or termination of the contract shall be reviewed and approved by the Director.
3. Electric Vehicle Charging Parking. For every electric vehicle charging station provided, the required number of parking spaces may be reduced by an equivalent number, provided the total reduction does not exceed five percent (5%) of the total required parking spaces.
4. Other Parking Measures. The Director may consider and approve other parking measures that fulfill the intent and purpose of the parking code such as Vertical Stacking Spaces and Family Friendly parking (priority parking after ADA parking, for pregnancy, young children, etc.)

4-12-04-06-02 *PARKING ADJUSTMENTS*

1. Transportation Demand Management Study. The Development may receive additional reductions in required parking by providing a Transportation Demand Management Study (Study) that reviews multiple comparable projects in the region. The Study must be prepared by a traffic or parking professional. Additional parking reductions up to 25% of the total required off-road parking as recommended by the Study may be approved by the Director, based on the following criteria:
 - a. Demonstrable pedestrian, bicycle, or mass transit facilities, including train stations and Park & Ride facilities, or services provided to encourage and promote use by employees, residents or customers which replaces single occupant automobile use, including:
 - i. On-site Car and Bike Sharing
 - ii. Van Pool service
 - iii. Shuttle service
 - iv. Transit passes
 - v. Transit-supportive site design, including the provision of one of the following to improve transit access:
 - 1) Bus stops adjacent to the development;
 - 2) Loading space on-site for transit;
 - 3) Transit information centers;

- 4) Enhanced pedestrian routes within one-half (1/2) mile of a Park & Ride or Rail Station, where all of the following requirements shall apply:
 - i. Generally continuous weather protection (50% of property frontage not including crossings of vehicular routes);
 - ii. Continuous, direct sidewalks or walks to/from the Park & Ride or Rail Station;
 - iii. Generally continuous street lighting; and, minimized and/or enhanced pedestrian crossings of vehicular routes.
- b. Density of more than 14 dwelling units per acre;
- c. Presence or provision of basic daily uses within 1,300 feet (i.e. 1/4 mile) such as grocery/corner store, drug store, and child care; and/or weekly uses such as bank, convenience store, restaurant, or theater;
- d. Other criteria accepted by the Director as supported by the Study and the intent of this Section.

4-12-04-07 HANDICAP PARKING SPACES

Each parking lot shall contain at the least, the minimum number of handicap spaces shown in the following table:

Total Parking Spaces in Lot	Minimum Number of Accessible Spaces Required
Less than 25	1
26-50	2
51-75	3
76-100	4
101-450	5
151-200	6
201-300	7
301-400	8
401-500	9
501-1000	2 percent of total spaces
Greater than 1000	20 spaces plus 1 space for every 100 spaces or fraction thereof over 1000

Parking spaces for the physically handicapped shall have a stall width of thirteen (13) feet unless the space is parallel to a pedestrian walkway. All other dimensions for the space shall be the same as those for standard parking spaces.

Handicap parking spaces shall be located as close as possible to the nearest accessible building entrance using the shortest accessible route of travel. Whenever possible, the accessible route should not cross lanes for vehicular travel.

Each handicap space shall be clearly designated as being reserved for the use of the physically handicapped with the appropriate signing and/or pavement marking.

4-12-04-08 SETBACKS

Parking lots shall be setback from road rights-of-way and from side and rear lot lines in accordance with the approved landscaping plan. ***Adopted by the BoCC on December 13, 2010**

4-12-04-09 PEDESTRIAN FACILITIES

Parking lots shall be designed to minimize conflicts between vehicles or bicycles and pedestrians. Pedestrian routes, which provide direct and convenient access through the site, should be identified and incorporated into the layout of the parking lot. To the extent practical, pedestrian improvements shall be provided within the parking lot, which collect and channel pedestrians safely through the lot, minimizing the need to use driving aisles for walkways.

Pedestrian routes shall be highly visible, incorporating design elements such as grade separation, special paving, pavement marking, or other means to clearly delineate the routes for both pedestrians and vehicles. Where pedestrian routes cross driving aisles, consideration should be given to providing pedestrian refuge areas.

Pedestrian drop-off areas shall be provided where needed, particularly for land uses serving children and the elderly. Pedestrian drop-off areas shall not be sited in any rights-of-way for public roads.

4-12-04-10 BICYCLE FACILITIES

A minimum number of bicycle parking spaces shall be provided, equal in number to five percent (5%) of the total number of automobile parking spaces provided, but not less than one (1) space. However, this requirement for bicycle parking spaces may be reduced by the Director of Community and Economic Development for sites which are unlikely to be accessed by bicycles.

Bicycle parking spaces shall be located near building entrances, but not so close as to interfere with pedestrian or automobile traffic near the entrances.

Bicycle parking facilities shall be designed to allow the bicycle frame and both wheels to be securely locked to the parking structure, which shall be of permanent construction materials such as heavy gauge tubular steel permanently attached to the pavement.

4-12-04-11 DRIVE-IN FACILITIES

Drive-in facilities shall be designed to minimize interference with access and circulation on public roadways and within the parking lot. In order to accomplish this, drive-in

facilities shall be located on separate routes off of the primary circulation routes for vehicles, bicycles and pedestrians, such as the sides or rear of the parking lot. Drive-in facilities shall be clearly signed and marked to provide efficient flow through the facility. Drive-in facilities shall provide adequate stacking spaces for automobiles entering and exiting the facility.

4-12-04-12 **LOADING ZONES**

Loading zones and service areas shall be designed to minimize interference with access and circulation on public roadways and within the parking lot. When possible, loading zones and service areas shall be located on separate routes off of the primary circulation routes for vehicles, bicycles and pedestrians, such as at the sides or rear of the building.

Accesses to parking lots, which will also be used by delivery and service vehicles, shall be designed to minimize conflicts with the movements of other vehicles, bicycles, and pedestrians. Loading zones shall meet the following requirements:

1. *Location:* No loading spaces shall be located within thirty (30) feet of road intersections nor in any required yard space.
2. *Surfacing:* All open off-road loading areas shall be surfaced with an all weather material such as concrete or asphalt designed to carry the heaviest vehicle loads commonly expected. Consideration should be given to the weight of fire and sanitation equipment as well as delivery vehicles.
3. *Repair and Service:* No motor vehicle repair work or service of any kind shall be permitted in conjunction with loading facilities provided in any zone district.
4. *Utilization:* Space allocated to any off-road loading space, accessory drives, or aisles, shall not be used to satisfy the space requirements for any off-road parking or trash handling facilities.
5. *Ingress and Egress:* Each required off-road loading space shall be provided with a means of unobstructed ingress and egress to an alley or onto a public road wide enough to accommodate expected vehicles. Where such ingress and egress is made into a public road, it shall be through driveways or openings, which meet required standards. Permanent wheel stops or curbing shall be provided to prevent any vehicle using the loading area from encroachment either on the required front yards, side yards, or adjacent property.
6. *Off-Road Loading Requirements:* Loading spaces shall be required for uses which normally handle large quantities of goods, including but not limited to, industrial plants, wholesale establishments, warehouses, freight terminals, hospitals and retail establishments. Off-road loading spaces may be either inside or outside the building and on the same or adjoining premises. The loading spaces shall be of sufficient size and number to allow normal loading and unloading operations appropriate to the property to be served. In no case shall the loading space hinder the movement of traffic or pedestrians. The loading spaces shall be indicated on site plans submitted for approval. The Director of Community and Economic

Development may require one (1) or more additional loading areas if the magnitude of the use would anticipate the need for more loading or standing space. Loading berths shall be ten (10) feet by twenty-five (25) feet with fourteen (14) feet of vertical clearance. The size may be modified by the Director of Community and Economic Development where site or use conditions warrant changes to this standard. Generally, one (1) loading space shall be provided for every twenty-five thousand (25,000) square feet of gross floor area.

7. *Landscaping Requirements:* Loading areas shall be screened from public roads and adjacent residential property in accordance with the screening requirements of Section ~~4-15-104-15-08~~.
8. *Vehicle stacking requirements:* Vehicle stacking is the minimum required length of an on-site drive aisle necessary to allow for the movement of vehicles within a parking lot to a drive-up window service or other drive-through services without impeding the flow of traffic on-site and off-site. Stacking distance shall be measured from the point of service within a designated drive aisle. The required stacking distance may be distributed between accesses serving the site, provided a minimum stacking distance of twenty (20) feet is provided at each access point. The minimum required stacking distances shall be as follows:

Type of Facility	Stacking Distance
Drive-up bank	120 feet per window
Drive-up restaurant	200 feet per window
Drive-up liquor store	60 feet per window
Drive-up cleaners	60 feet per window
Automatic car wash	200 feet per wash line
Self-service car wash	60 feet per wash line
Service station	50 feet per service position

4-13 OPERATIONAL STANDARDS

These operational standards are designed to limit or eliminate conditions, which may negatively impact the environment and use of surrounding properties. These standards shall apply in all zone districts and to all uses of lands in Adams County.

4-13-01 LIGHTING

1. *Position of Lighting Facility:* Lighting facilities shall be arranged and positioned so no direct light or reflection creates a nuisance or hazard on any adjacent property or right-of-way. Exterior lighting shall be compatible with that of adjacent properties.
2. *Consideration of Pilots:* No lighting facility shall make it difficult for pilots to distinguish airport lights from others, result in glare in the eyes of the pilots using an aviation facility, impair visibility in the vicinity of an aviation facility or, in any way create a hazard or endanger the landing, take-off, or maneuvering of aircrafts intending to use an aviation facility.
3. *Lighting Fixtures:* All lighting fixtures shall be located so as to shield direct rays from adjoining properties. Luminaries shall be of a low level, indirect, diffused type and shall not exceed a height of greater than twenty (20) feet above finished grade.
4. *Upward Lighting:* Upward lighting for architectural, landscape or decorative purposes, shall have at least ninety percent (90%) of the total distribution pattern within the profile of the illuminated structure. Light fixtures used to illuminate flags, statues, or any other object mounted on a pole, pedestal, or platform, shall use a narrow cone beam of light not to extend beyond the illuminated object.

4-13-02 VIBRATION

Every use shall be so operated so the ground vibration inherently and recurrently generated is not perceptible, without instruments, at any point on any boundary line of the property on which the use is located except those activities typically performed as part of an agricultural operation in an Agricultural Zone District, which shall be exempt.

4-13-03 NOISE

1. The maximum permissible sound pressure levels of any continuous source of sound are established for a time period within each zone district listed. Sound pressure levels shall be measured at the property line or boundary of a public right-of-way, at a height of at least four (4) feet above the immediate surrounding surface, on a sound level meter of standard design and operated on the “A” weighting network.

<i>Zone District</i>	<i>Day 7 AM–10 PM</i>	<i>Night 10 PM–7 AM</i>
Residential Estate (RE) Residential-1-A (R-1-A) Residential-1-C (R-1-C) Residential Two-Family (R-2) Residential Moderate Density (R-3) Residential High Density (R-4) Mobile Home Dwelling (MH) Commercial-0 (C-0) Conservation (CO) Public Lands, Parks, Open Space, and Facilities (PL)	55	50
Commercial-1 (C-1) Commercial-2 (C-2) Commercial-3 (C-3) Commercial-4 (C-4) Commercial-5 (C-5) Industrial-1 (I-1)	60	55
Agricultural-3 (A-3) Agricultural-2 (A-2) Agricultural-1 (A-1) Industrial-2 (I-2) Industrial-3 (I-3)	80	75
Other Overlay Zones	Same as Underlying Zone District	Same as Underlying Zone District
Aviation (AV) Denver International Airport (DIA)	None	None

2. *Limits of Construction Activities:* No person shall engage in outdoor construction activities in any zone district between the hours of 10 PM and 6 AM. Construction projects shall be limited to a maximum permissible noise level of 80 dBA in all zone districts. Construction activities directly connected with abatement of an emergency are excluded from this time restriction. Any construction activity which will be performed outdoors between the hours of 10 PM and 7 AM shall be required to obtain a special use permit.

4-13-04 DUST AND DEBRIS CONTROL

1. *Prohibition of Blowing Dust and Debris:* The blowing of dirt, sand, or debris from one property to an adjacent, or surrounding property, or right-of-way is not permitted.

Agricultural operations in Agricultural Zone Districts are exempt from this prohibition.

2. *Prevention of Blowing Dust and Debris:* The prevention of blowing of dirt, sand, or debris may be accomplished by oiling, placement of base course, asphaltting, application of calcium chloride, watering and wetting down the area, installation of a snow fence or barrier, chiseling the ground, and/or other effective means. Agricultural operations in Agricultural Zone Districts while exempt from this requirement generally may be required to take actions where blowing dust is determined by the Tri-County Health Department or the Director of Public Works which constitutes a hazard to motorists or the public health.

4-13-05 ELECTROMAGNETIC AND ELECTRICAL INTERFERENCE

No equipment shall be operated in such a manner as to adversely affect the operation of any off-premises electrical, radio or television equipment. No use may be made of land or water within the County, which will create electrical interference with navigational signals for radio communications between an aviation facility and aircraft.

4-13-06 HUMIDITY, HEAT, GLARE, SMOKE, OR RADIATION

Every use shall be operated so it does not emit any offensive, harmful, hazardous, or annoying amount of heat, glare, humidity, smoke, or radiation at any point on any boundary line of the lot on which the use is located.

4-13-07 ODOR

Every use shall be operated so it does not create a malodorous condition except those odors, which may typically be associated with an agricultural operation in an Agricultural Zone District.

4-13-08 MOVING BUILDINGS OR STRUCTURES

4-13-08-01 PERMIT REQUIRED

No building or structure shall be moved into, within, or set down in the unincorporated area of Adams County or transported upon any public right-of-way within said area until a moving permit and a building permit have been obtained.

4-13-08-02 INSPECTION AND CONFORMANCE REQUIRED

Buildings or structures proposed to be moved shall meet all the regulations of Adams County and shall be compatible in size, structure, age, value, and general architectural design to the neighborhood in which they are proposed to be moved. A building proposed to be moved, is required to be inspected prior to being moved.

4-13-09 MOVING AND CULVERT INSTALLATION PERMIT FOR OIL AND GAS WELLS**4-13-09-01 PERMIT REQUIRED**

A Moving and Culvert Installation Permit must be obtained each time a County road is used for the transportation of a drilling rig. The names of both the Operator and Mover shall appear on the application for the permit. The Director of Public Works must be notified of the day and time of the move prior to commencing the move. The Oil and Gas Well Inspector may temporarily postpone moves due to inclement seasonal weather conditions where road or bridge damage might occur. If a move is temporarily postponed due to inclement seasonal weather conditions, the life of the permit shall be extended for the number of days during which the move was temporarily postponed.

4-13-09-02 PERMIT WITHHELD

A Moving and Culvert Installation Permit shall be withheld unless a copy of the drilling permit issued by the State of Colorado Oil and Gas Conservation Commission and evidence of insurance is submitted by both the Operator and Mover meeting the following requirements and are submitted to the Director of Public Works:

1. A policy of liability insurance obtained by each of the parties named on the application wherein the County shall be named as an insured party. The endorsement of Adams County as an insured party shall be obtained by each applicant. The policy shall specify damage to County roads, bridges, and other property of the County is an insured item, with a minimum liability coverage of \$100,000 to guarantee payment for damage to any County roads, bridges, and/or property of Adams County during any moving operations and under all Moving and Culvert Installation Permits issued hereunder.
2. In lieu thereof, the applicant may request the County to substitute a letter of indemnity or self-insurability in place of a liability policy. If in the determination of the Board of County Commissioners, a letter of indemnity or self-insurability provides sufficient coverage for damages, which might occur, the substitution shall be allowed.
3. No policy or liability insurance shall be permitted to lapse, be canceled, or be withdrawn unless ten (10) days written notice from the insurance company is given to Adams County prior to any lapse, cancellation, or withdrawal. In the event of any

such lapse, cancellation, or withdrawal, the Moving and Culvert Installation Permit shall be deemed canceled and no further moves shall be allowed until reinstatement of this policy of liability or letter of indemnity. The policy or letter of indemnity shall be kept valid and in force as long as the drilling rig remains in the County and until such rig leaves the County.

4-14 SIGNS AND OUTDOOR COMMERCIAL ADVERTISING DEVICES

4-14-01 PURPOSE

~~The purpose and intent of these sign standards are to~~ ~~These sign standards are intended to~~ provide each property owner an opportunity for effective identification while limiting the number and area of all signs permitted ~~and while~~ maintaining the visual appearance of scenic corridors and all other areas of Adams County by avoiding clutter.

4-14-02 APPLICABILITY

These sign standards apply to all signs and attractive devices of whatever nature and wherever located, within the unincorporated portions of Adams County except off-premise signs which are regulated by Section 4-15 of these Development Standards and Regulations. All signs or attractive devices not specifically permitted or excepted by this Section ~~4-01~~ are prohibited.

Provided any sign or attractive device complies with all standards in this Section and allows on-premise commercial messages, the sign or attractive device shall also be permitted to allow non-commercial messages to the same extent.

In conjunction with these Development Standards and Regulations, the Colorado Outdoor Advertising Act, C.R.S. 43-1-401 et. seq, and the Colorado Rules and Regulations promulgated there under by the Colorado Department of Transportation shall be adhered to. Nothing in these Standards and Regulations shall be construed to allow advertising devices which are prohibited, or otherwise non-conforming with the Colorado Outdoor Advertising Act.

4-14-03 EXEMPTED SIGNS

The provisions of this Section ~~4-01~~ do not apply to the following, which are therefore excepted from obtaining a sign permit.

~~1. —Flags: Any flag or insignia shall conform to the following limitations:~~

~~a. —Flags shall not exceed the proportions which have been established by Presidential declaration, to wit: three feet by five feet (3' x 5') when hung from a building, or five feet by seven feet (5' x 7') when hung from freestanding flag pole. Flags larger than the specified sizes are not permitted.~~

~~b. —Flags shall have a minimum clearance of eight feet (8') when they project over public sidewalks and fifteen feet (15') when projecting over roads.~~

- ~~e. Flags and insignia shall be maintained in a clean and undamaged condition at all times.~~
 - ~~d. The display of national flags and insignia shall be governed by the standard rules of international protocol.~~
 - ~~e. No more than three (3) flags shall be displayed per parcel of record and shall be mounted on a single flag pole, or three (3) separate flag poles installed either on the building or adjacent to the building/use to which they are appurtenant.~~
 - ~~f. No flag shall be displayed on a pole greater than twenty (20) feet in height unless otherwise required by law.~~
- ~~2.1.~~ Art: Works of art not used in connection with a commercial promotion or as an advertising device.
- ~~3.2.~~ Merchandise: Merchandise or models of products or services, which are incorporated as an integral part of an indoor window display. Merchandise includes photographic window displays of real estate available for sale, lease or rental from a licensed real estate broker.
- ~~4.3.~~ Signs on Vehicles: Signs displayed on motor vehicles or trailers which are being operated or stored in the normal course of business, such as signs indicating the name of the owner or business which are located on delivery trucks, trailers and the like; provided, the primary purpose of such vehicles is not for the display of signs, and provided such vehicles are parked or stored in areas appropriate to their use as vehicles.
- ~~5.4.~~ Cornerstones: Cornerstones, tablets, and the like which identify the name of the building or the date of erection, when carved into stone, concrete, bronze or other permanent material and are made an integral part of a building or structure.
- ~~6.5.~~ Menu Display Boxes: One (1) menu display box of up to two (2) square feet is allowed for each restaurant, bar and lounge for the purpose of displaying menus. A permit shall be obtained for menu display boxes larger than two (2) square feet, and the exceeding two (2) square feet shall be counted against the total allowable sign area.
- ~~7.6.~~ Small Signs: Signs not legible beyond the boundaries of the lot or parcel upon which they are located, or from any public right-of-way.
- ~~8.7.~~ Interior Signs: Signs displayed within the interior of a building, which are not legible from the exterior of the building.
- ~~9.8.~~ Address Numbers: Address numbers, provided they do not exceed five (5) square feet in area.
- ~~10.9.~~ Single-family and Two Family Residential Signs: Non-illuminated wall-mounted signs for single-family and two-family uses which do not exceed three

(3) square feet in area and non-illuminated freestanding signs no more than five (5) feet in height and three (3) square feet in area.

~~11.10.~~ *Pennants*: Strings of flags, pennants, and streamers shall be permitted and shall not require a sign permit for properties in the C-4 and C-5 Zone Districts which have frontage on a road in the state highway system, excluding the interstate system.

~~12.11.~~ *Official Notices and Warning Signs*: Official notices erected by the government, public utility companies, or construction companies to warn of danger or hazardous conditions, including signs indicating the presence of underground cables, gas lines, or similar devices. These signs shall not be legible from the property line unless required to be larger by Federal, State, or local laws. This includes signs in the right-of-way which comply with the current Manual on Uniform Traffic Control Devices (MUTCD) published by the Federal Highway Administration to control traffic, identify roads, warn of danger, or are otherwise required by Federal, State, or local laws.

~~13.12.~~ *Temporary Signs*: All temporary signs shall meet the following requirements:

~~a. Election Signs:~~

- ~~i. Shall only be placed on private property thirty (30) days before the Primary Election and shall be removed within ten (10) days after the General Election to which they pertain by the person or organization that placed the signs or by the property owner of the property on which the sign is located.~~
- ~~ii. The maximum size of any election sign shall be thirty two (32) square feet.~~
- ~~iii. The maximum number of signs shall be limited to one (1) sign for parcels one (1) acre or less and one (1) sign per two hundred (200) feet of street frontage for parcels greater than one (1) acre for each candidate or ballot issue.~~
- ~~iv. Signs shall be placed on private property, outside any right-of-way, County-owned property, or easement and shall be placed to avoid any sight obstruction for traffic safety.~~
- ~~v. Shall not be illuminated.~~

~~b. Real Estate Signs:~~

- ~~i. Shall advertise the sale or rental of the property on which the sign is located.~~
- ~~ii. The maximum size of any real estate sign shall be thirty two (32) square feet.~~

~~iii. The maximum number of signs shall be limited to one (1) sign for parcels one (1) acre or less and one (1) sign per street frontage for parcels greater than one (1) acre.~~

~~iv. Signs shall be placed on private property, outside any right-of-way or easement and shall be placed to avoid any sight obstruction for motorists, cyclists and pedestrians.~~

~~v. Shall not be illuminated.~~

~~e.a. Other~~ Temporary Signs:

- i. The maximum sign size shall be thirty-two (32) square feet.
- ii. One (1) temporary sign may be displayed for a period not to exceed fourteen (14) consecutive days, a maximum of two times per calendar year for each lot or parcel. For properties with more than one unit or tenant, each unit or tenant may display one (1) temporary sign for a period not to exceed fourteen (14) consecutive days, a maximum of two times per calendar year. For properties with more than one unit or tenant, no more than five (5) temporary signs shall be displayed on a property at any given time.
- iii. Signs shall be placed on private property, outside any right-of-way or easement and shall be placed to avoid any sight obstruction for motorists, cyclists and pedestrians.
- iv. Banners, balloons and/or flags may be used for a period of time not to exceed fourteen (14) consecutive days in any calendar year to promote a special event.
- v. Signs associated with an approved Temporary Use Permit shall be allowed for the duration of the permit. Signs associated with a Special Use Permit shall be considered permanent signs and are required to obtain a sign permit and a building permit.
- vi. Shall not be illuminated.

~~2.13.~~ Changing copy on the face of a sign, display encasement, marquee, or maintenance where no structural changes are made, or changing the interchangeable letters on signs designed for use of interchangeable letters does not require a sign permit.

~~3.14.~~ Notices posted by governments for public hearings do not require a sign permit.

4-14-04 PROHIBITED SIGN TYPES

Any sign or attractive device not specifically authorized by this Section ~~4-014~~ is prohibited unless required by law. The following are examples of signs, conditions, and other attractive devices which are prohibited:

1. Any sign or attractive device located within, on, or projecting over a property line which borders a public or private road, highway, alley, lane, parkway, avenue, road, sidewalk, easement, or other right-of-way, except as provided in this Section- ~~4-144-01~~.
2. Any sign which would create a sight obstruction for traffic or create a hazard for motorists, cyclists, or pedestrians.
3. Any sign or attractive device attached to any public utility pole or structure, road light, tree, fence, fire hydrant, bridge, curb, sidewalk, park bench, or other location on public property, except as provided herein.
4. Any sign or attractive device placed, which by reason of its location, will obstruct the view of any authorized traffic sign, signal or other traffic control device or which by reason of shape, color, or position interferes with or could be confused with any authorized traffic signal or device.
5. Any sign or attractive device which is placed so as to prevent or inhibit free ingress to or egress from any door, window, or any exit way required by the building and fire codes as adopted by Adams County.
6. Any sign or attractive lighting device, whether on the exterior of the building, or on the inside of a window which is visible beyond the boundaries of the lot or parcel, or from any public right-of-way, with intermittent, flashing, rotating, scintillating, blinking, or strobe light illumination.
7. Any sign or attractive lighting device with exposed incandescent, metal halide, fluorescent light bulbs, or other exposed light source.
8. Any sign or attractive device which emits audible sound, odor, smoke, steam, laser or hologram lights, or other visible matter, including any sign which employs any stereopticon, or motion picture projection.
9. Any sign which includes animated images or graphics, scrolling messages, or video moving images similar to television images.
10. Any sign or attractive device animated by any means, including fixed aerial displays, balloons, pennants, including strings of flags, streamers or devices affected by the movement of the air, and inflatable signs or inflated devices, except as provided for in Sections 4-05 and 4-14-03 of these Development Standards and Regulations.
11. Any sign or attractive device with movement of the sign body such as rotating, moving up and down or any other type of action involving a change in position of the sign body or segment thereof, whether by mechanical or any other means.

12. Any banner, temporary, or portable sign or attractive device including, but not limited to: sandwich, A-frame, tire rim or hand-held sign, animated sign or costumed character, stuffed animal, vehicle used as a sign or sign structure, string of lights arranged in the shape of a product, an arrow, or any commercial message with the exception of holiday decorations except as provided for in this Section 4-14.
13. Any sign or attractive device mounted, attached or painted on a trailer, boat, or motor vehicle when parked, stored, or displayed conspicuously on the public right-of-way or private premises in a manner intended to attract attention of the public for advertising purposes.
14. Any sign or attractive device painted, attached or mounted on fuel tanks, outdoor storage containers and/or solid waste receptacles or their enclosures.
15. Any roof sign or roof mounted attractive device.
16. Any sign or attractive device which includes search lights or beacons.
17. Auditory commercial messages or music.
18. Any sign or attractive device unlawfully erected or maintained.
19. Any sign considered graffiti pursuant to the definition in Chapter 11.

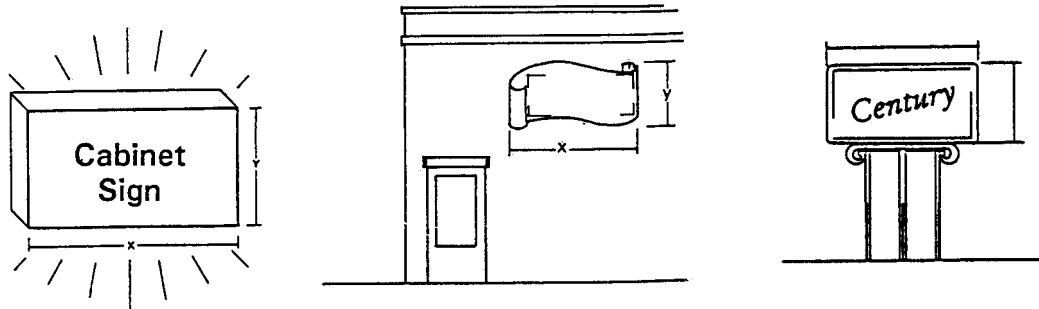
4-14-05 GENERAL SIGN REQUIREMENTS

4-14-05-01 SIGN AREA MEASUREMENT

The area of a sign face (which is also the sign area of a wall sign or other sign with only one face) shall be computed by means of the smallest square, circle, rectangle, triangle, or combination thereof which will encompass the extreme limits of the writing, representation, emblem, or other display, together with any material or color forming an integral part of the background of the display or used to differentiate the sign from the back drop or structure against which it is placed, but not including any supporting framework, bracing, or other decorative fence or wall when such fence or wall otherwise conforms to these regulations and is clearly incidental to the display itself. For canopy signs, if the canopy is back-lit, the entire canopy area shall be used to determine sign area.

4-14-05-01-01 SIGN COPY WITH BACKGROUND

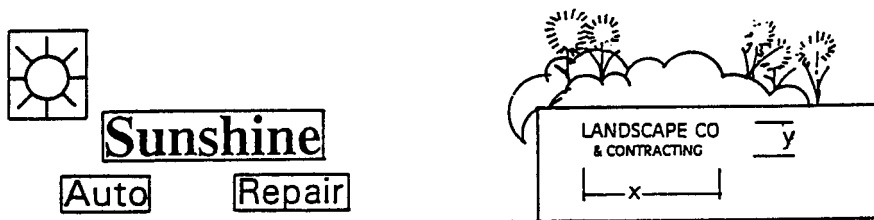
Sign copy mounted, affixed, or painted on a background panel or area distinctively painted, textured, or constructed as a background for the sign copy, is measured by the area contained within the sum of the smallest rectangle(s) which will enclose both the sign copy and the background.



4-14-05-01-02

INDIVIDUAL LETTERS

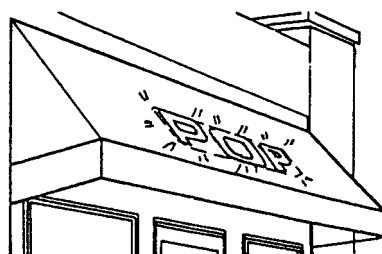
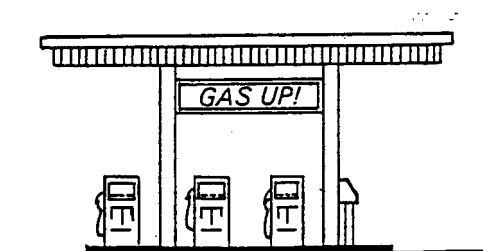
Sign copy mounted as individual letters or graphics against a wall, fascia, mansard, or parapet of a building or surface of another structure, that has not been painted, textured, or otherwise altered to provide a distinctive background for a sign copy, is measured as a sum of the smallest rectangle(s) which will enclose each word and each graphic in the total sign.



4-14-05-01-03

ILLUMINATED SIGNS

Sign copy mounted, affixed, or painted on an illuminated surface or illuminated element of a building or structure, is measured as the entire illuminated surface or illuminated element, which contains sign copy. Such elements may include, but are not limited to lit canopy fascia signs, spanner board signs, and/or interior lit awnings.



4-14-05-01-04

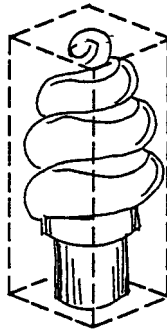
MULTI-FACED SIGNS

Multi-faced signs are measured as a total of all sign faces. However, when two (2) sign faces are placed back to back so that both faces cannot be viewed from any one (1) point at the same time, and when such sign faces are part of the same sign structure and are not more than twenty-four (24) inches apart, the sign area shall be computed by the measurement of one (1) of the faces. If the sign area of the faces is not equal, computation will be based on the larger of the two (2) sign faces.

4-14-05-01-05

SCULPTURAL SIGNS

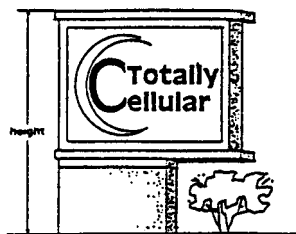
Spherical, free-form, sculptural, or other non-planar sign areas are seventy-five percent (75%) of the sum of the areas using only the four (4) vertical sides of the smallest four-sided polyhedron which will encompass the sign structure. Signs with greater than four (4) faces are prohibited.

**4-14-05-02 SIGN HEIGHT MEASUREMENT**

The height of a sign shall be computed as the distance from the base of the sign at normal grade to the top of the highest attached component of the sign. Normal grade shall be construed to be the lower of (1) existing grade prior to construction or (2) the newly established grade after construction, exclusive of any filling, berming, mounding, or excavating solely for the purpose of locating the sign. In cases in which the normal grade cannot reasonably be determined, sign height shall be computed based on the elevation of the base of the sign being equal to the elevation of the nearest point of the crown of the adjacent public road or the grade of the land at the principal entrance to the principal structure on the lot, whichever is higher.

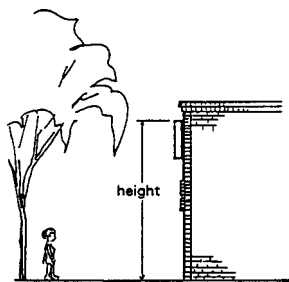
4-14-05-02-01 FREESTANDING SIGNS

Sign height is the distance measured from grade at the base of a sign to the topmost portion of a sign, excluding decorative embellishments. The height of any monument sign base or other structure erected to support or adorn the sign is measured as part of the sign height.



4-14-05-02-02 BUILDING MOUNTED SIGNS

The height of wall, fascia, mansard, parapet or other building mounted signs is the vertical distance measured from the base of the wall on which the sign is located to the top of the sign or sign structure.



4-14-06 TYPES AND AREAS OF PERMANENT SIGNS

4-14-06-01 SIGN PERMIT AND BUILDING PERMIT REQUIREMENTS

A sign permit shall be required to display, erect, relocate, or alter any sign. All applications for sign permits to display, erect, relocate, or alter any sign shall be submitted to the Director of Community and Economic Development on an application form published by the Director of Community and Economic Development. The application shall be accompanied by an elevation drawing of the sign as well as a site plan depicting the location of the sign on the property and applicable fees.

A building permit shall be required to display, erect, relocate, or alter any sign in accordance with the building code as adopted by Adams County. All applications for building permits to display, erect, relocate, or alter any sign shall be submitted to the Director of Community and Economic Development Department on an application form published by the Community and Economic Development Department. The application shall be accompanied by all required submittals including, but not limited to, those materials required by the building code as adopted by Adams County.

4-14-06-02 CRITERIA FOR ISSUANCE OF A SIGN PERMIT

Any application for a sign permit to place or construct a sign may be issued only upon finding the sign meets the following criteria:

1. The size, height, design, location, duration, and characteristics of each sign shall comply with the standards in this Section 4-14.

2. Any light used to illuminate a sign shall be arranged to reflect light away from nearby residential properties and away from the vision of passing motorists. Internal illumination is encouraged.
- 2.3. The sign or attractive device provides for on-premise commercial advertising or other non-commercial messages. The sign or attractive device does not permit off-premise commercial advertising, see section 4-15.
- ~~3. Only those signs which identify a legal, principal use on the same lot with the sign shall be permitted, except off site directional signs, which shall comply with the off site directional sign requirements in this Section 4-14.~~
4. All signs shall be located completely within an enclosed sign cabinet (except individual letters or graphics against a wall, fascia, or parapet of a building or surface of another structure as allowed by these regulations, that has been painted, textured, or otherwise altered to provide a distinctive background for a sign copy) or other approved method by the Director of Community and Economic Development.

4-14-06-03 **ELECTRONIC SIGN STANDARDS***

4-14-06-03-01 **DEFINITION OF ELECTRONIC SIGN***

An electronic sign is a sign which displays electronic static images, static graphics, or static pictures, with or without textual information. Such a sign may be changed or altered by electronic means on a fixed display screen composed of a series of lights including light emitting diodes (LED's), fiber optics, light bulbs, or other illumination devices within the display area where the message is displayed.

All electronic on-premise signs shall only contain information and/or advertising for goods and services specifically available on site. Any advertising for goods and services not located on the site shall conform to the off-premise (billboard) regulations.

4-14-06-03-02 **ELECTRONIC SIGN RESTRICTIONS***

An electronic sign is permitted to be incorporated into a permanent freestanding or permanent wall sign subject to the following restrictions:

1. *Duration of Message:* Each message displayed shall remain motionless for a minimum of four (4) seconds, with ten (10) seconds optimal. All such signs shall have a default mode to

prevent the display from malfunctioning in a flashing or intermittent fashion.

2. *Transition of Message:* Each message shall transition to the next message instantaneously.
3. *Prohibited Electronic Signs:* Any sign or attractive device which includes animated images or graphics, scrolling messages, video, moving images similar to television images, emits audible sound, employs stereopticon, or includes motion picture projection. Any sign or attractive device which displays its message or portion thereof for less than four (4) seconds before a change occurs shall be considered flashing or intermittent.
4. *Brightness / Luminance:* Electronic signs shall be equipped with and employ the use of light monitors and controls that allow sign brightness to automatically adjust to outside conditions. Electronic signs shall not exceed a maximum of 150 foot-candles during nighttime hours from sunset to sunrise. A foot-candle is a unit of measure of the intensity of light falling on a surface, equal to one lumen per square foot. Foot-candles shall be measured a maximum of two hundred (200) feet from the sign.

*Electronic Sign Regulations were adopted by the Board of County Commissioners on May 3, 2010

4-14-06-04 **FREESTANDING SIGN STANDARDS**

4-14-06-04-01 **DEFINITION OF FREESTANDING SIGN**

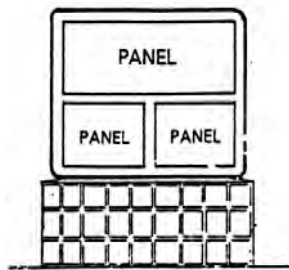
A freestanding sign is a sign which is erected or mounted on its own self-supporting permanent structure or base detached from any supporting elements of a building.

4-14-06-04-02 **FREESTANDING SIGN RESTRICTIONS**

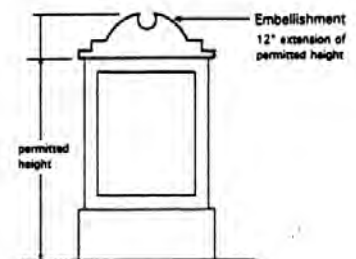
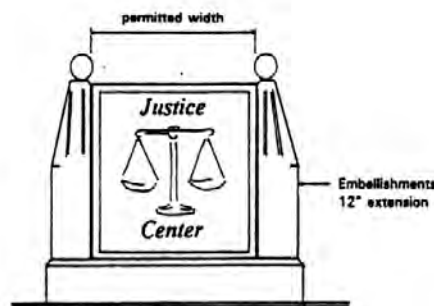
Freestanding signs are permitted subject to the following restrictions:

1. *Number of Freestanding Signs:* One (1) freestanding sign is permitted for lots or parcels with zero (0) feet to four hundred ninety-nine (499) feet of street frontage; one (1) additional freestanding sign is permitted for lots or parcels with five hundred (500) feet of street frontage or more. Additional freestanding signs may be permitted at the discretion of the Director of Community and Economic Development at permitted accesses to enhance wayfinding.
2. *Sign Design:* The permanent sign base of a freestanding sign shall be reviewed at the time of a sign and/or building permit submittal.

3. *Sign Landscaping:* A landscaped area located around the base of the sign equal to two and one-half (2.5) square feet for each square foot of sign area, is required for all freestanding signs. The landscaped area shall contain living landscape material consisting of shrubs, and/or perennial ground cover plants placed throughout the required landscaped area having a spacing of not greater than three (3) feet on center. Where appropriate, deciduous or evergreen trees shall be planted in a manner, which frames or accents the sign structure.
4. *Number of Sign Panels:* A freestanding sign may consist of more than one (1) sign panel provided all such sign panels are consolidated into one common integrated sign structure. In the event a sign is installed which does not utilize the maximum sign area permitted, any supplemental additions shall conform within, and be compatible with the existing sign structure.



5. *Embellishments:* Freestanding sign structures may extend above the allowable height and/or permitted horizontal dimension for the purposes of sign structure enhancement or embellishment, provided such extension does not exceed a maximum of twelve (12) inches on any side.



6. *Setback:* The leading edge of any freestanding sign is required to be set back a minimum of eight (8) feet from the front property or right-of-way line, and a minimum of fifteen (15) feet or the height of the sign from any side or rear lot line, whichever is greater.

7. *Sign Height:* The maximum height of any freestanding sign shall be ~~twenty-fourthirty-six (2436)~~ feet for signs in the C-0, C-1, C-2, C-3, C-4, and C-5, Zone Districts, ~~twenty five (25) feet for signs in the A-1, A-2, A-3, C-0, C-1, C-2,~~ I-1, I-2, and I-3 Zone Districts, and twelve (12) feet for signs in the R-3, R-4, A-1, A-2, A-3, M-H, CO, and PL Zone Districts. For uses permitted by Conditional Use Permit, Special Use Permit, Temporary Use Permit or legal, non-conforming uses, the Director of Community and Economic Development shall determine which sign height allowance best suits the use. In making this determination, the Director of Community and Economic Development shall find one or more of the following: 1) The proposed sign height is compatible with the surrounding area; 2) The type of use and associated sign height is more consistent with a different Zone District; or 3) The Zone District where the use is a principally permitted use is more consistent for the basis of sign height.
8. *Sign Area:* The maximum area of any freestanding sign face shall be one-hundred-sixty (160) square feet for signs in the C-3, C-4, and C-5 Zone Districts, one hundred (100) square feet for signs in the A-1, A-2, A-3, C-0, C-1, C-2, I-1, I-2, and I-3 Zone Districts, and forty (40) square feet for signs in the R-3, R-4, M-H, CO, and PL Zone Districts. For uses permitted by Conditional Use Permit, Special Use Permit, Temporary Use Permit, or legal, non-conforming uses, the Director of Community and Economic Development shall determine which sign area allowance best suits the use. In making this determination, the Director of Community and Economic Development shall find one or more of the following: 1) The proposed sign area is compatible with the surrounding area; 2) The type of use and associated sign area is more consistent with a different Zone District; or 3) The Zone District where the use is a principally permitted use is more consistent for the basis of sign area.
9. *Clearance:* No freestanding sign shall project over any sidewalk, private drive, parking lot, or public road.
10. *Sight Distance Triangle:* Freestanding signs are prohibited in the sight distance triangle as calculated in Chapter 7 of these regulations.
11. *Subdivision Signs:* Permanent subdivision or neighborhood identification signs for neighborhoods which have adopted an Adams County Neighborhood Plan shall be constructed of brick, or other approved material by the Director of Community and Economic Development and reviewed as part of a new subdivision and/or sign permit request. Subdivision or neighborhood

identification sign(s) shall not exceed forty (40) square feet in area and shall not exceed twelve (12) feet in height. All subdivision or neighborhood identification signs shall be setback a minimum of eight (8) feet from the front property line and a distance equal to the height of the sign from the side and rear property lines. All subdivision or neighborhood identification signs on the same side of a road or highway shall be separated by a minimum of one thousand three hundred twenty (1,320) linear feet. All subdivision or neighborhood identification signs shall be maintained by a home owners association, lot owners association, or other County approved management entity. Permanent subdivision or neighborhood identification signs shall also conform to the sign landscaping, clearance, and sight distance triangle provisions of this Section 4-14-06-03-02.

4-14-06-05 BUILDING MOUNTED SIGNS

4-14-06-05-01 DEFINITION OF BUILDING MOUNTED SIGN

A building mounted sign is a sign, which is attached to any supporting elements of a building. Building mounted signs include canopies, marquees, projecting, suspended, wall, and window signs.

4-14-06-05-02 BUILDING MOUNTED SIGN RESTRICTIONS

Building mounted signs are permitted subject to the following restrictions:

1. *Total Number of Signs:* No more than one (1) building mounted sign shall be permitted per frontage or commercial/industrial user in the A-1, A-2, A-3, 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, and PL Zone Districts.
2. *Projecting and Suspended Signs:* Projecting and suspended signs which extend less than four (4) feet and are hung at least six (6) inches away from the building, and clear the sidewalk by at least eight (8) feet in height are permitted. Such signs are permitted to be placed perpendicular to the building face or corner of the building. Projecting and suspended signs are limited to one (1) sign not to exceed sixteen (16) square feet per business and do not count against the total number of permitted building mounted signs. Projected and suspended signs are counted against the total building mounted sign area.
3. *Building-Mounted Sign Placement:* No building mounted signs are permitted at a location higher than the cornice line of any building.

Sign copy on decorative awnings on second story windows shall not be permitted.

4. *Awning/Canopy Signs:* Awning/canopy signs may be used in lieu of projecting signs, and may be used in coordination with flush mounted wall signs. Awning and canopy signs shall be counted as a building mounted sign and shall be limited in area as a building mounted sign.
5. *Building Wall Painting:* Graphics painted directly on the building when the wall surface already has been painted and is presently painted in a uniform manner, are permitted. Signs proposed on unpainted rock or brick are not permitted. Historic ghost graphics shall not be defaced or obscured. Building wall painted signs are counted against the total building mounted sign area.
6. *Sign Area:* The maximum total area of all building mounted signs shall be fifteen percent (15%) of the building wall area on which the sign(s) is(are) placed for signs in the C-3, C-4, and C-5 Zone Districts, five percent (5%) of the building wall area on which the sign(s) is(are) placed for signs in the A-1, A-2, A-3, C-0, C-1, C-2, I-1, I-2, and I-3 Zone Districts, and forty (40) square feet for signs in the R-3, R-4, M-H, CO, and PL Zone Districts. For uses permitted by Conditional Use Permit, Special Use Permit, Temporary Use Permit or legal, non-conforming uses, the Director of Community and Economic Development shall determine which sign area allowance best suits the use. In making this determination, the Director of Community and Economic Development shall find one or more of the following: 1) The proposed sign area is compatible with the surrounding area; 2) The type of use and associated sign area are more consistent with a different Zone District; or 3) The Zone District where the use is a principally permitted use is more consistent for the basis of sign area.
7. *Window Signs:* Window signs shall not exceed fifteen percent (15%) of the total window area per building face. Window signs are counted against the total building mounted sign area. Window signs or attractive devices shall be placed so as not to prevent or inhibit free ingress to or egress from any window, door, or any exit way required by the building and fire codes as adopted by Adams County.
8. *Clearance:* Building mounted signs shall be located so there is a minimum of nine (9) feet of vertical clearance over any sidewalk, private drive, or parking lot and twelve (12) feet of vertical clearance over any public road.

4-14-07 OFF-SITE DIRECTIONAL SIGN**4-14-07-01 PERMITTED BY SPECIAL USE PERMIT**

An off-site directional sign may be established to advertise a business, commodity, service, campaign, drive, residential development, or special event located within one thousand (1,000) feet of the property on which the sign is placed upon the issuance of a Special Use Permit, sign permit, and building permit.

4-14-07-02 LIMITATIONS

All off-site directional signage shall meet the following requirements:

1. *Support:* All off-site directional signage shall be wall mounted or supported by not more than one (1) pole or support.
2. *Maximum Size and Use Categories Allowed:* Off-site directional signage shall be limited to twenty (20) square feet per face in the commercial and industrial use categories.
3. *Maximum Height:* Off-site directional signage shall be limited to twenty (20) feet above the grade of the right-of-way on which the sign fronts.
4. *Number of Signs:* Off-site directional signage shall be limited to one (1) single or double faced sign per lot.
5. *Separation:* The minimum distance between each off-site directional sign on the same side of a road or highway shall be eight hundred (800) linear feet. The minimum distance between an off-site sign and any other permitted sign shall be one hundred (100) feet.
6. *Setbacks:* The minimum setback requirements shall be consistent with minimum setback requirements for all signs in the commercial and industrial use categories.
7. *Number per Business:* A maximum of two (2) off-site directional signs are allowed for the business being advertised via the off-site directional signage. These two (2) signs shall not be located on the same lot.
8. *Illumination:* Off-site directional signs may be illuminated.
9. *Counted Toward Allowable Signage:* Off-site directional signs shall be counted towards the maximum number of freestanding signs permitted on the lot on which it is located.
10. *Permits Required:* Before any off-site directional sign is erected, a Special Use Permit and a sign permit shall be issued by the Director of Community and Economic Development and a building permit shall be issued by the Building Safety Division.

4-15 OFF-PREMISE ADVERTISING DEVICES SIGN (BILLBOARD)

4-15-01 PURPOSE

The Purpose of this section is to advance the County's legitimate and substantial interest in limiting the number and area of off-premise advertising devices permitted to maintain the visual appearance of scenic corridors, avoid clutter, and protect the health, safety, and welfare of the citizens of Adams County by mitigating traffic distractions.

4-15-02 APPLICABILITY

4-15

Off-premise advertising devices signs are permitted with an approved Conditional Use Permit in the C-5 and, commercial zone district and permitted with an approved Conditional Use Permit in the industrial zone districts. All off-premise advertising devices signs shall meet the standards contained in this Section 4-15.

A Conditional Use Permit or a Major Amendment to an existing Conditional Use Permit or Planned Unit Development shall be required to display, erect, relocate, or alter any off-premise advertising device sign excluding indirect lighting traditionally used and attached to a sign, but not internally located.

Provided any Off-Premise Advertising Device complies with all standards in this Section and allows off-premise commercial messages, the Off-Premise Advertising Device shall also be permitted to allow non-commercial messages to the same extent.

In conjunction with these Development Standards and Regulations, the Colorado Outdoor Advertising Act, C.R.S. 43-1-401 et. seq, and the Colorado Rules and Regulations promulgated thereunder by the Colorado Department of Transportation shall be adhered to. Nothing in these Standards and Regulations shall be construed to allow advertising devices which are prohibited, or otherwise non-conforming with the Colorado Outdoor Advertising Act.

4-15-014-15-03 MAXIMUM NUMBER OF SIGNS

Only one (1) two-faced off-premise advertising device sign shall be permitted per lot.

4-15-024-15-04 MAXIMUM SIZE

No off-premise advertising devicesign shall exceed three hundred (300) square feet per face.

~~4-15-034-15-05~~ **MAXIMUM HEIGHT AND MINIMUM CLEARANCE**

No off-premise ~~advertising device sign~~ shall exceed forty (40) feet in height. Height shall be determined as the distance from the grade of the right-of-way on which the sign fronts to the top of the sign including all projections. If located within one thousand (1,000) feet of an intersection of two (2) or more public rights-of-way, the lowest point of the sign face(s) shall be at least eight (8) feet above the ground.

~~4-15-044-15-06~~ **ELECTRONIC SIGN STANDARDS***

~~4-15-04-014-15-06-01~~ **DEFINITION OF ELECTRONIC SIGN***

An electronic sign is a sign which displays electronic static images, static graphics, or static pictures, with or without textual information. Such a sign may be changed or altered by electronic means on a fixed display screen composed of a series of lights including light emitting diodes (LED's), fiber optics, light bulbs, or other illumination devices within the display area where the message is displayed.

~~4-15-04-024-15-06-02~~ **ELECTRONIC SIGN RESTRICTIONS***

An electronic sign is permitted to be incorporated into an off-premise sign subject to the following restrictions:

1. *Duration of Message:* Each message displayed shall remain static for a minimum of four (4) seconds, with ten (10) seconds optimal. All such signs shall have a default mode to prevent the display from malfunctioning in a flashing or intermittent fashion.
2. *Transition of Message:* Each message shall transition to the next message instantaneously.
3. *Prohibited Electronic Signs:* Any sign or attractive device which includes animated images or graphics, scrolling messages, video, moving images similar to television images, emits audible sound, employs stereopticon, or includes motion picture projection. Any sign or attractive device which displays its message or portion thereof for less than four (4) seconds before a change occurs shall be considered flashing or intermittent.
4. *Brightness / Luminance:* Electronic signs shall be equipped with and employ the use of light monitors and controls that allow sign brightness to automatically adjust to outside conditions. Electronic signs shall not exceed a maximum of 150 foot-candles during nighttime hours from sunset to sunrise. A foot-candle is a unit of measure of the intensity of light falling on a surface, equal to one

lumen per square foot. Foot-candles shall be measured a maximum of two hundred (200) feet from the sign.

4-15-054-15-07 OTHER LIMITATIONS

All off-premise signs shall meet the following requirements:

1. All off-premise signs on the same side of a road or highway shall be separated by a minimum of two thousand (2,000) linear feet.
2. The minimum right-of-way and property line setback requirements shall be equal to the height of the billboard as measured from the leading edge of the base of the sign pole. Variations in the setback requirement may be granted with the issuance of a Conditional Use Permit.
3. Setbacks from residentially zoned or used property: Not applicable.
4. All off-premise signs may be illuminated.
5. Off-premise signs which contain, include, or are illuminated by a changeable message including electronic, digital, LED, fiber optics, light bulbs, or other illumination devices are allowed and shall remain motionless for periods not less than four (4) seconds, with ten (10) seconds optimal. A Conditional Use Permit, Major Amendment to an existing Conditional Use Permit or Planned Unit Development shall be required prior to installing any electronic means to any off-premise sign.
6. Where an off-premise sign has two (2) faces these faces shall be back to back and shall not be more than three and one half (3.5) feet from one another.
7. Before any off-premise sign is erected, a building permit must be approved and issued by the Director of Community and Economic Development.

*Electronic Sign Regulations were adopted by the Board of County Commissioners on May 3, 2010

4-15-064-15-08 OTHER USES

An off-premise sign may be classified as a principal or accessory use on the property.

4-15-074-15-09 REVIEW PROCESS

The review process for an off-premise sign is as follows:

1. The applicant submits a Conditional Use Permit application to the Adams County Community and Economic Development Department.
2. If the Conditional Use Permit is approved by the Board of County Commissioners, the applicant submits a sign permit application and a Roadside Sign Permit Application from the Colorado Department of

Transportation, if applicable, to the Adams County Community and Economic Development Department.

3. The Adams County Community and Economic Development Department reviews the sign permit application for compliance with the Development Standards and Regulations and executes the local jurisdiction approval section of the Roadside Sign Permit Application.
4. If approved by Adams County, the applicant submits the issued sign permit as well as the executed Roadside Sign Permit Application to the Colorado Department of Transportation.
5. Once the Colorado Department of Transportation has issued a Roadside Advertising Permit, the applicant returns the sign permit and Roadside Advertising Permit to Adams County for review, approval, and issuance of a building permit.

4-15-084-15-10 ADVERTISING BANNER (HORIZONTAL BILLBOARD)

An Advertising Banner is an ‘off-premise sign’, horizontal to the ground and of sufficient size to be seen by air passengers either landing or departing Denver International Airport. It must not be legible to the general public at ground level and is solely intended to be viewed by air passengers.

All Advertising Banners shall meet the standards contained in this Section 4-15.

Advertising Banner may be approved by issuance of an approved Conditional Use Permit (CUP) by the Board of County Commissioners. In addition to the general performance standards for Advertising Banners the Board of County Commissioners may impose additional condition, and/or conditions precedent in order to mitigate negative externalities associated with the location or operation of the advertising banner to ensure compatibility with the surrounding area.

4-15-094-15-11 LOCATION

Advertising Banners are permitted with an approved Conditional Use Permit in the A-3, agriculture zone district. Advertising Banners are permitted within a five (5) mile perimeter of Denver International Airport. In addition, advertising banners may be located within the area delineated by the Adams County Board of County Commissioners. All Advertising Banners shall be separated by a minimum of two thousand (2,000) linear feet.

~~4-15-104-15-12~~ MAXIMUM SIZE OF AN ADVERTIZING BANNER AND MINIMUM SIZE OF PROPERTY

The area of an Advertising Banner shall be a maximum of ten (10) acres. An Advertising Banner shall not be located on A-3 zoned property which is less than two and a half (2.5) acres in size.

~~4-15-114-15-13~~ MAXIMUM HEIGHT OF AN ADVERTIZING BANNER

The maximum height of an Advertising Banner shall be a maximum of six (6) feet.

~~4-15-124-15-14~~ OTHER LIMITATIONS

All Advertising Banners shall meet the following requirements:

1. The minimum setback requirements for Advertising Banners shall be consistent with the minimum setback requirements of the A-3 Zone District.
2. An Advertising Banner shall not be legible from adjacent public roadways, freeways or adjacent properties. Where the property on which an Advertising Banner is located fronts a public roadway and the Advertising Banner is attached to the ground, the Advertising Banner shall be screened from the public roadway by a wood or brick screen fence, a minimum of six (6) feet high, along the portion of the Advertising Banner that is adjacent to the public roadway. No Advertising Banner may be located within five hundred (500) feet of a residentially zoned or used property (measured from the property line to the leading edge of an Advertising Banner) unless a waiver is obtained from the affected property owner(s) and the waiver is recorded with the Adams County Clerk and Recorder.
3. Advertising Banners may be illuminated provided that such illumination (1) shall not present a hazard to pilots of any type of aircraft, (2) is not directed upward, and (3) has been approved by the County. The FAA and DIA will be important referral agencies and their comments will be considered by the Board of County Commissioners in their decision regarding the issuance of a Conditional Use Permit.
4. Before any Advertising Banner is erected, a building permit and a sign permit must be approved and issued by the County.
5. Advertising Banners shall be made of a non-reflective, flame- retardant material (i.e. mesh) as approved by the County. The FAA and DIA will be important referral agencies and their comments will be considered by the Board of County Commissioners in their decision regarding the issuance of a Conditional Use Permit.

6. Advertising Banners shall be securely fastened to the ground and/or an appropriate support structure shall be constructed to County specifications.
7. Advertising Banners shall be constructed of material which does not allow collection of rainwater or other significant amounts of precipitation which may cause a nuisance to aircraft pilots.

~~4-15-134-15-15~~ **OTHER USES**

Once an Advertising Banner is established on a lot, all other use or accessory use of the lot shall cease and no use or accessory use shall be established until such Advertising Banner is removed from the property.

4-16 LANDSCAPING**4-16-01 PURPOSE**

The purpose of this Section is to provide landscaping and performance standards which:

1. Enhance and promote a unique image for Adams County.
2. Protect the public health, safety and welfare by:
 - a. Increasing parking lot traffic safety by guiding the circulation of cars and people and lowering traffic speeds;
 - b. Minimizing noise, air, water and visual pollution;
 - c. Screening and buffering incompatible land uses;
 - d. Reducing the amount of reflected glare and heat absorbed in and around developments;
 - e. Breaking up large expanses of parking lots;
 - f. Preserving property values and neighborhood characteristics by lessening the impacts of potentially incompatible uses; and
 - g. Providing screening from wind.
3. Conserve water resources by:
 - a. Promoting the use of xeriscaping and drought-tolerant native plantings; and
 - b. Promoting the utilization of stormwater detention as an irrigation source.
4. Ensure landscaping is an integral part of the site design and development process.

4-16-02 APPLICABILITY

Development which satisfies one (1) of the following criteria shall be exempt from this section:

1. Agricultural uses.
2. Submitted or approved plans, building permits and/or development existing prior to the effective date of this Section shall comply with the regulations which were in effect at the time of approval.

The provisions of this article shall apply to development, which meets one (1) of the following and is not exempt:

1. All new development which has not applied for a building permit before the effective date of this Section; or
2. Existing development which requires a change in use permit as determined within the Change in Use Section of Chapter 4. ***Adopted by the BoCC on December 13, 2010**

When there is a change in use, as determined within the Change in Use Section of Chapter 4*, all of the applicable landscape requirements that can reasonably be complied with shall be complied with. Compliance is not reasonably possible if compliance cannot be achieved without adding additional land to the lot where the nonconforming situation is maintained or moving a substantial structure on a permanent foundation. Mere financial hardship caused by the cost of meeting the landscaping requirement does not constitute grounds for finding compliance is not reasonably possible. ***Adopted by the BoCC on December 13, 2010**

The Screening and Fencing Standards of Chapter 4, as amended, determine additional standards and regulations for screening and fencing performance standards.

4-16-03 EXISTING VEGETATION

Existing valuable trees, shrubs and grasses shall be preserved within natural drainage areas and areas not needed for development. Healthy, mature trees and younger plants, which would normally succeed older plants, shall be preserved. Trees, which are decayed, diseased, or reaching the end of their natural life span should not be preserved. If valuable trees are destroyed by the development, new trees shall be installed to replace the destroyed trees. Existing vegetation, which is retained as part of the development, may be counted as part of the landscaping requirement, unless prohibited by Section 4-17, Weeds and Dangerous Trees, of these standards and regulations.

4-16-04 LANDSCAPE MATERIALS & LOCATION

4-16-04-01 LANDSCAPE MATERIALS

All landscape materials shall conform to these standards and regulations. All landscape materials shall be healthy and compatible with the local climate and the site soil characteristics, drainage, and water supply.

No artificial trees, plants, or turf shall be used as a landscape material. If an applicant is interested in using artificial turf in their development, they shall meet the minimum standards for required plant materials and submit a request for an alternative turf

design with drainage specifications to the Director of Community and Economic Development. Areas for cultivation of crops or pasture shall not be considered landscaped. No noxious weeds, as defined by the Colorado Department of Agriculture, will be permitted in any area designated for landscaping.

4-16-04-02 LANDSCAPE LOCATION

Landscaped areas shall not be enclosed by a fence, which limits its visibility. If a sight obscuring fence is required, it shall be set back from the landscaped area. This will have the effect of having the landscaped area adjacent to the right-of-way and the fence will be located behind the landscaped area.

All landscaping shall be located so it does not interfere with utilities, easements, road lighting or fire hydrants.

4-16-05 XERISCAPING

Xeriscaping is encouraged in all areas of the county. When xeriscaping is proposed, the xeriscape landscape plans shall be developed to assure a successful, low water and low maintenance landscape. The following fundamental principles should be followed in proposing a xeriscape landscape plan:

1. *Planning and Design:* In addition to aesthetics and function of plants, the soils, drainage patterns, exposure to heat and wind, and the manner in which the site is irrigated, must be considered.
2. *Limited Turf Areas:* Where feasible, use less water demanding materials, such as ground covers, low water usage plants, or mulches instead of turf, and locate turf only in areas where it provides functional benefits.
3. *Turf Species:* Areas close to the building or where uniform turf is desired are best planted with fine-bladed, sod-forming turf varieties such as Buffalo grass or Bluegrass. Outlying areas, where soil cover is needed, but foot traffic is limited, can be planted with various coarse grasses such as Tall Fescue, Smooth Brome, and Wheatgrasses. Species of grass, which grow with the average rainfall received by Adams County per year, include Tall Fescue, Smooth Brome Fairway Crested Wheatgrass, Ephraim Crested Wheatgrass, Buffalograss, Blue Gramma, and others. Some varieties of Bluegrass, which are relatively drought tolerant, include Majestic, America, and Merion. The above listed drought tolerant grasses need water to become established. They also need occasional irrigation during a prolonged dry spell. The key to drought tolerance is deep root development. This is brought about by deep, thorough soil preparation and deep, infrequent watering.

4. *Soil Improvements:* Soil improvement allows for better absorption of water and improved water-holding capacity of the soil. Soils with organic matter also provide nutrients to plants. Improve the soil prior to planting and installation of any irrigation system by digging in a minimum of three (3) cubic yards of organic matter per one thousand (1,000) square feet to be planted. Organic matter could include aged manure, sphagnum peat moss, humus, compost or aged sawdust.
5. *Efficient Irrigation:* When used, well-planned sprinkler systems can save water. For efficient water use, irrigate turf areas separately from other plantings. Landscape plantings should be grouped according to similar water needs. Turf areas are best watered with sprinklers. Trees, shrubs, and groundcovers can be watered efficiently with low volume drip or spray systems.
6. *Mulches:* Mulched planting beds are an ideal replacement for turf areas. Mulches cover and cool the soil, minimize evaporation, reduce weed growth and slow erosion. Mulches also provide landscape interest. Mulches should be placed over geo-textile fabric (filter fabric) where ground cover or shrubs are to be used in order to allow water and air to pass through the fabric and discourage weed growth.
7. *Low Water Use Plants:* Low water use plants can serve nearly every landscape function. Section 4-16-14 includes recommended guides on xeriscape plants for the Front Range area.

4-16-06 **BUFFERYARDS**

4-16-06-01 **BUFFERYARDS**

The exterior boundaries of the lot which do not abut a public road right-of-way shall meet the bufferyard requirements shown below, depending upon the adjacent land use. All lesser intensity uses shall be buffered from higher intensity uses with a plant material bufferyard. If the adjacent land use is a vacant building or ground, then the zoning shall be used in place of the land use. Plant material used for bufferyards between uses differing in intensity is in addition to the total landscaping requirement.

The following bufferyards and plantings shall be required between the identified land uses at the time of occupancy:

Land Use	Existing Residential Uses	Existing Commercial Uses	Existing Industrial Uses	Existing Institutional Uses	Existing Agricultural Uses
New Residential Uses	A	C	D	A	A
New Commercial Uses	C	A	B	B	C
New Industrial Uses	D	B	none	D	D
New Institutional Uses	A	B	D	A	A

Note: If a use does not conform to one (1) of the above categories, the Director of Community and Economic Development shall determine which category best matches the use.

Bufferyard Classification Requirements:

1. **Bufferyard A:** Five (5) foot minimum bufferyard width with one (1) tree per eighty (80) linear feet of lot line.
2. **Bufferyard B:** Ten (10) foot minimum bufferyard width with two (2) trees per eighty (80) linear feet of lot line.
3. **Bufferyard C:** Fifteen (15) foot minimum bufferyard width with two (2) trees per eighty (80) linear feet of lot line and six (6) foot high sight obscuring fence or wall located on the interior line of the bufferyard.*
4. **Bufferyard D:** Fifteen (15) foot minimum bufferyard width with three (3) trees per sixty (60) linear feet and six (6) foot sight obscuring fence or wall located on the interior line of the bufferyard.*

*A continuous hedge may be substituted for the required fence or wall in Bufferyards C and D, as long as it has a minimum height at installation of three (3) feet and will reach six (6) feet or more at maturity.

4-16-06-02 SPECIAL BUFFERYARDS

Any new development abutting any portion of the designated Adams County Trail System, a public park, or limited access highway, shall be buffered from the trail, or park, using a Type C Bufferyard, unless increased or decreased by the Director of Community and Economic Development.

4-16-07 REQUIRED LOT LANDSCAPING

In addition to the required bufferyards and bufferyard landscaping, the following site landscaping shall also be required:

1. *Minimum Landscape Area:* All developments shall be required to landscape a minimum of ten (10) percent of the lot area. At least fifty (50) percent of the required landscape area shall be placed so it abuts adjoining public right-of-ways, excluding alleys and drives.
2. *Other Requirements:* The placement and design of the landscaping shall be at the discretion of the developer, but shall be approved by the Director of Community and Economic Development. In addition to the plantings required under this Section, both Section 4-16-08, Off-Road Parking Lot Landscaping, and Section 4-16-06, Bufferyards, shall apply. The bufferyard landscaping requirements and the required landscaping adjacent to the front of a lot are required even if the 10% lot coverage is exceeded. The landscape area depth is measured from the property line (generally, the right-of-way line) inward. In eastern Adams County, no shrubs shall be required.
3. All applicants not able to meet the landscaping requirements may submit an Appeal from Administrative Decision. ***Adopted by the BoCC on December 13, 2010**
4. The applicant/owner of land where landscaping is placed with or without County approval is responsible for relocation, alteration, and/or removal if required by the County at the owner's expense. Any landscaping within the right-of-way will not be used in the assessment of the land as part of right-of-way acquisition.

4-16-07-01 STREET FRONTAGE LANDSCAPING

The area along any property line abutting a public road right-of-way shall be landscaped using one (1) or any combination of the following landscape options:

- a. *Option 1:* Install a twenty-five (25) foot wide area along the road right-of-way. Within the landscape area, one (1) tree and two (2) shrubs shall be planted per forty (40) linear feet of frontage. Drive aisles shall be counted as zero (0) feet in depth.
- b. *Option 2:* Install a twenty (20) foot landscape area along the road right-of-way. Within the landscape area, one (1) tree and two (2) shrubs shall be planted per forty (40) linear feet of frontage. Drive aisles shall be counted as zero (0) feet in depth.
- c. *Option 3:* Install a ten (10) foot landscape area along the road right-of-way. Within the landscape area, two (2) trees and five (5)

shrubs shall be planted per forty (40) linear feet of frontage. Drive aisles shall be counted as zero (0) feet in depth.

- d. *Option 4:* Install a five (5) foot landscape area along the road right-of-way. Within the landscape area, one (1) tree and two (2) shrubs shall be placed per forty (40) linear feet of frontage. A thirty (30) inch high decorative wall or the building shall be located between the parking area and the road frontage. Drive aisles shall be counted as zero (0) feet in depth.
- e. *Option 5:* Install a landscape berm with a two (2) foot minimum average height. The berm shall have a slope of no greater than one (1) foot of rise to every four (4) feet of run. Within the landscape area, one (1) tree and five (5) shrubs shall be planted per sixty (60) linear feet of frontage.

***Adopted by the BoCC on December 13, 2010**

4-16-07-02 OFF-ROAD PARKING LOT LANDSCAPING

The following landscaping requirements can be used to satisfy the 10% total lot landscaping requirement and shall be consistent with the following: ***Adopted by the BoCC on December 13, 2010.**

- 1. *Trees:* There shall be one (1) tree provided for every ten (10) parking stalls.
- 2. *Internal Landscape Area:* Depending on the number of spaces, the following square feet of landscaped area must be placed within the vehicle use areas. The required landscaped area shall be "stepped" up based on the number of stalls, which will be provided. For example, a parking lot with fifty-two (52) stalls shall provide twenty-five (25) square feet per stall.

<i>Number of Parking Stalls</i>	<i>Required Landscaped Area</i>
0-9	None required
10-25	15 sq. ft. per stall
26-50	18 sq. ft. per stall
51-99	25 sq. ft. per stall
100 or more	35 sq. ft. per stall

- 3. *Distance to Landscaping:* No parking stall shall be more than one-hundred-twenty (120) feet from a required internal landscaped area.

4. *Terminal Islands:* The developer is encouraged to utilize landscaped terminal islands at the end of parking rows and/or divider strips between parking rows to help disperse the required landscaping throughout the entire parking lot.
5. *Curbs:* Landscaped areas within parking lots or along the perimeter of the property must be protected from vehicular traffic through the use of continuous concrete curbs, extruded asphalt or other approved permanent barriers.
6. *Clear Vision Area:* Clear vision areas within the off-road parking area must be established at road intersections by maintaining a maximum height for shrubs and ground cover of thirty (30) inches. Within a clear vision area, tree branches must be trimmed up eight (8) feet from the ground.
7. *Minimum Landscape Islands:* The minimum width or length of any landscaped area shall be five (5) feet, however the recommended minimum size is eight (8) feet. All of the required landscaped areas must contain a minimum of seventy-five (75) percent living landscaping material, with a maximum of twenty-five (25) percent nonliving landscaping material. In eastern Adams County, the percentages of living landscaping material may be reduced to fifty (50) percent. Sidewalks abutting public rights-of-way are not counted toward the nonliving landscape material percentage.
8. *Splitting Parking Lots:* Parking lots containing between 200-750 parking stalls are required to be divided into two (2) or more lots, separated by a landscaped strip which may be counted toward the required off-road parking landscaping area. Parking lots with more than 750 stalls are required to divide the lot into at least two parking lots with a landscaped strip separating them. The minimum width of these landscaping strips shall be ten (10) feet.
9. *Sidewalks Counted:* A landscaped divider strip within a parking lot which separates either parking rows or parking lots shall be allowed to count a sidewalk located within this divider strip toward a part of the required off-road parking lot landscaping. The intent of this sidewalk is to help facilitate safe pedestrian movement. This sidewalk must meet the following criteria if it is to be counted toward the required landscaping:
 - a. The sidewalk has a five (5) foot wide walking path and shall add two (2) feet for vehicle overhang, if the sidewalk abuts a parking stall.
 - b. The sidewalk runs the entire length of the divider strip.
 - c. The sidewalk is bordered on at least one (1) side by landscaping, of which the sidewalk cannot account for more than fifty percent (50%) of the area of the divider strip.

10. *Other Vehicle Areas:* Areas used for vehicle service, parking, and business transactions such as areas adjacent to gasoline pumps (even if under a canopy) and areas for drive up service, shall be considered parking areas and shall comply with the parking lot landscaping requirements. Drive areas shall be calculated at a rate of one (1) parking space per two hundred (200) square feet of vehicle service area.
11. *Vehicle Sales Lots:* Vehicle sales lots shall provide trees at the rate of one (1) tree per one hundred (100) lineal feet, and shrubs at the rate of one (1) shrub per ten (10) lineal feet of display area fronting a public right-of-way. Plants may be grouped together, provided at least two-hundred-fifty (250) square feet of contiguous growing area, not encroached upon by shrubs or impervious surfaces, surrounds each planted tree.

4-16-08 GENERAL PERFORMANCE STANDARDS FOR ALL USES

4-16-08-01 COVER IN LANDSCAPED AREAS

All required landscaped areas and bufferyards must contain a minimum of seventy-five percent (75%) organic landscaping material, with a maximum of twenty-five percent (25%) non-living landscaping materials. All required landscaped areas and bufferyards shall be irrigated, maintained and kept free of weeds, debris and litter. In eastern Adams County, the percentages of living landscaping material shall be reduced to fifty percent (50%) and an automatic irrigation system is not required. Eastern Adams County is defined as that portion of Adams County outside the definition of Urban Adams County as defined in Chapter 11. In eastern Adams County, single-family residential land uses are not required to install landscaping and no landscaping is required for commercial and industrial land uses, which are serviced exclusively by wells and which are restricted by the Colorado Division of Water Resources to inside use only. In addition, xeriscaping is encouraged in all areas of the County.

4-16-08-01-01 MINIMUM SIZE REQUIREMENTS FOR TREES AND SHRUBS

Landscaping materials shall comply with the following minimum size standards at the time of planting, with caliper measurements taken six (6) inches above grade.

<i>Plant Type</i>	<i>Maturity Height</i>	<i>Size at Planting</i>
Ornamental	Less than 20'	1" to 1-1/2" cal.
Large Deciduous	Over 20'	2" to 2-1/2" cal.
Evergreens (Sm.)	Less than 20'	5' tall
Evergreens (Lg.)	Over 20'	6' tall
Low Shrubs	1' to 3'	5 gal. container
Upright Shrubs	3' to 10'	5 gal. container

4-16-08-01-01 GRADING STANDARD

The following grading standard shall apply to all new landscaping and buffering areas:

<i>Landscaping</i>	<i>Maximum Slope</i>	<i>Minimum Slope</i>
Lawn and grassed areas	4:1	100:1
Berms and Mounds		
Grassed	4:1	20:1
Non-Maintenance	2:1	N/A

4-16-08-02 MAINTENANCE STANDARDS

All landscaping and required buffering shall be continually maintained including irrigation if applicable, weeding, pruning and replacing in a substantially similar manner as originally approved. The following survival standards shall apply to all landscaping and required buffering:

1. *Living Ground Covers:* Living ground covers must be fifty percent (50%) established after the first growing season, and ninety percent (90%) established thereafter.
2. *Non-Living Ground Covers:* Non-living ground covers, such as rock or mulch must be one hundred percent (100%) intact after one (1) year and eighty percent (80%) intact thereafter.
3. *Trees and Shrubs:* Trees and shrubs must have a one hundred percent (100%) survival rate after one (1) year and a ninety percent (90%) survival rate thereafter.

4-16-09 LANDSCAPING PERFORMANCE STANDARDS FOR SPECIFIC USES

4-16-09-01 RESIDENTIAL USES

4-16-09-01-01

SINGLE FAMILY DWELLING LANDSCAPING

1. *Front and Side Setbacks:* The entire front and side setbacks shall be landscaped, except for driveways.
2. *Back Yard Setback:* A minimum thirty percent (30%) of the back yard shall be landscaped.
3. *Required Ground Cover:* A minimum of thirty percent (30%) of the required front and side landscape area must be covered by living ground material, such as low growing ground cover, shrubs, or grass, within one (1) year following occupancy and thereafter. If the required landscaping cannot be completed prior to occupancy, then a bond in the amount of one-hundred-twenty-five percent (125%) of the cost of the landscaping, as established by a local landscaping firm, must be filed with the Director of Community and Economic Development to guarantee completion of the landscaping within one (1) planting season after occupancy. If the landscaping has not been completed within one (1) planting season, the County may proceed against the bond to complete the landscaping. Single-family residential uses in eastern Adams County are not required to install landscaping or automatic irrigation systems.
4. *Required Trees and Shrubs:* A minimum of one (1) large tree and five (5) shrubs, or two (2) ornamental trees and five (5) shrubs, shall be required for each lot. Evergreens shall be considered ornamental.
5. *Minimum Size Requirements:* Minimum size requirements for trees and shrubs shall be:

<i>Plant Type</i>	<i>Maturity Height</i>	<i>Minimum Plant Size at Planting</i>
Ornamentals	Less than 20'	1" to 1-1/2"
Large Deciduous	Over 20'	2" to 2-1/2"
Evergreens (Sm.)	Less than 20'	5' tall
Evergreens (Lg.)	Over 20'	6' tall
Low Shrubs	1' to 3'	5 gallon
Upright Shrubs	3' to 10'	5 gallon

4-16-09-01-02

SINGLE FAMILY ATTACHED LANDSCAPING

1. *Front and Side Setbacks:* The entire front and side setbacks shall be landscaped, except for driveways.
2. *Back Yard Setback:* A minimum of thirty percent (30%) of the back yard shall be landscaped.

3. *Required Ground Cover:* A minimum of thirty percent (30%) of the required front and side landscape area must be covered by living ground material, such as low growing ground cover, shrubs, or grass, within one (1) year following occupancy and thereafter. If the required landscaping cannot be completed prior to occupancy, then a bond in the amount of one-hundred-twenty-five percent (125%) of the cost of the landscaping, as established by a local landscaping firm, must be filed with the Director of Community and Economic Development to guarantee completion of the landscaping within one (1) planting season after occupancy. If the landscaping has not been completed within one (1) planting season, the County may proceed against the bond to complete the landscaping.
4. *Required Trees and Shrubs:* A minimum of one (1) large tree and five (5) shrubs, or two (2) ornamental trees and five (5) shrubs, shall be required for each lot. Evergreens shall be considered ornamental.
5. *Minimum Size Requirements:* Minimum size requirements for trees and shrubs shall be:

<i>Plant Type</i>	<i>Maturity Height</i>	<i>Minimum Plant Size at Planting</i>
Ornamentals	Less than 20'	1" to 1-1/2"
Large Deciduous	Over 20'	2" to 2-1/2"
Evergreens (Sm.)	Less than 20'	5' tall
Evergreens (Lg.)	Over 20'	6' tall
Low Shrubs	1' to 3'	5 gallon
Upright Shrubs	3' to 10'	5 gallon

4-16-09-01-03 DWELLING, TOWNHOUSE LANDSCAPING

1. *Minimum Landscaped Area:* Not less than 30% of the site area shall be landscaped.
2. *Required Ground Cover:* A minimum of one-third (1/3) of the required landscape area must be covered by living ground material within one (1) year following occupancy and thereafter. If the required landscaping cannot be completed prior to occupancy, then a bond in the amount of one hundred twenty-five percent (125%) of the cost of the landscaping, as established by a local landscaping firm, must be filed with the Director of Community and Economic Development to guarantee completion of the landscaping within one (1) planting season after occupancy. If the landscaping has not been completed within one (1) planting season, the County may proceed against the bond to complete the landscaping.

3. *Required Trees and Shrubs:* A minimum of one (1) large tree and two (2) shrubs, or two (2) ornamental trees and two (2) shrubs, shall be required for each increment of fifteen hundred (1,500) square feet in western Adams County and three thousand (3,000) square feet in eastern Adams County.
4. *Parking Lot Landscaping:* All parking lots which consist of thirty (30) spaces or more must be designed to include landscaped islands between rows. This landscaping shall be credited toward the total landscaped area required.
5. *Required Tree Mix:* The selection of trees shall be a mix of large deciduous (30% - 70%) and ornamental (30% - 70%) trees. Evergreens shall be considered ornamental.
6. *Minimum Size Requirements:* Minimum size requirements for trees and shrubs shall be:

<i>Plant Type</i>	<i>Maturity Height</i>	<i>Minimum Plant Size at Planting</i>
Ornamentals	Less than 20'	1" to 1-1/2"
Large Deciduous	Over 20'	2" to 2-1/2"
Evergreens (Sm.)	Less than 20'	5' tall
Evergreens (Lg.)	Over 20'	6' tall
Low Shrubs	1' to 3'	5 gallon
Upright Shrubs	3' to 10'	5 gallon

7. *Irrigation System Required:* A fully automatic irrigation system is required.

4-16-09-01-04

DWELLING, MULTI-FAMILY LANDSCAPING

1. *Minimum Landscaped Area:* Not less than thirty percent (30%) of the site area shall be landscaped.
2. *Required Ground Material:* A minimum of one-third (1/3) of the required landscape area must be covered by living ground material within one (1) year following occupancy and thereafter. If the required landscaping cannot be completed prior to occupancy, then a bond in the amount of one hundred twenty-five percent (125%) of the cost of the landscaping, as established by a local landscaping firm, must be filed with the Director of Community and Economic Development to guarantee completion of the landscaping within one (1) planting season after occupancy. If the landscaping has not been completed within one (1) planting season, the County may proceed against the bond to complete the landscaping.

3. *Required Trees and Shrubs:* A minimum of one (1) large tree and two (2) shrubs, or two (2) ornamental trees and two (2) shrubs, shall be required for each increment of fifteen hundred (1,500) square feet in western Adams County and three thousand (3,000) square feet in eastern Adams County.
4. *Parking Lot Landscaping:* All parking lots which consist of thirty (30) spaces or more must be designed to include landscaped islands between rows. This landscaping shall be credited toward the total landscaped area required.
5. *Required Tree Mix:* The selection of trees shall be a mix of large deciduous (10% - 50%) and ornamental (10% - 50%). Evergreens shall be considered ornamental.
6. Minimum size requirements for trees and shrubs shall be:

<i>Plant Type</i>	<i>Maturity Height</i>	<i>Minimum Plant Size at Planting</i>
Ornamentals	Less than 20'	1" to 1-1/2"
Large Deciduous	Over 20'	2" to 2-1/2"
Evergreens (Sm.)	Less than 20'	5' tall
Evergreens (Lg.)	Over 20'	6' tall
Low Shrubs	1' to 3'	5 gallon
Upright Shrubs	3' to 10'	5 gallon

7. *Irrigation System Required:* A fully automatic irrigation system is required.

4-16-09-01-05 *DWELLING, MANUFACURED HOME PARK*

A twenty (20) foot strip around the boundary must be landscaped to provide a visual screen. All open spaces and other unimproved areas must be suitably landscaped. All landscaping must be maintained and furnished with an automatic sprinkler system.

4-16-09-01-06 *DWELLING, MOBILE HOME PARK*

A landscaping plan shall be submitted for review and approval. The setbacks of the development and any other area not covered by mobile homes, driveways, ingress and egress, or other structures, shall be landscaped.

4-16-09-02 COMMERCIAL USES**4-16-09-02-01 AUTOMOBILE SERVICE STATIONS**

1. *Screening:* Service stations shall be separated from abutting residential properties by a six (6) foot high masonry wall and a ~~Type E~~ Bufferyard as required in Section 4-16-06.
2. *Landscaping:* In addition to all other required landscaping, boundary landscaping is required for a minimum depth of ten (10) feet along all property lines abutting roads, except for the area required for road openings. Permanent irrigation facilities shall be provided for all landscaped areas.

4-16-09-02-02 BED & BREAKFAST ESTABLISHMENTS

1. *Screened Parking:* Off-road parking for the guest rooms shall be screened with landscaping meeting the requirements of a Type C Bufferyard.

4-16-09-02-03 CAMPGROUNDS, COMMERCIAL

In addition to all other required landscaping, interior landscaping of the campground shall require at least one (1) tree and two (2) shrubs per campsite. Each tree shall be at least two (2) inch caliper in size when planted. Shrubs shall be a minimum of five (5) gallon size when planted.

4-16-09-02-04 DRIVE-IN ESTABLISHMENTS, INCLUDING DRIVE-THRU RESTAURANTS

1. *Landscaping:* Planting requirements for the drive-up window and access lanes shall be the same as those required for parking area landscaping in accordance with the Parking Performance Standards in Section **Error! Reference source not found.** of these standards and regulations.

**4-16-09-02-05 *AUTOMOBILE DEALERSHIPS; AUTOMOBILE RENTAL;
AUTOMOBILE OR BUS REPAIR, PAINTING, AND BODY
WORK; AND TRUCK TRAILER AND HORSE TRAILER
SALES AND RENTAL***

4-16-09-02-06 AUTOMOBILE DEALERSHIPS

Boundary landscaping is required for a minimum depth of fifteen (15) feet along all property lines abutting roads, except for the area required for road openings. Permanent watering facilities shall be provided for all landscaped areas.

4-16-09-02-07 AUTOMOBILE RENTAL

In addition to all other landscaping, boundary landscaping is required for a minimum depth of fifteen (15) feet along all property lines abutting roads, except for the area required for road openings. Permanent watering facilities shall be provided for all landscaped areas.

4-16-09-02-08 AUTOMOBILE OR BUS REPAIR

Boundary landscaping is required for a minimum depth of fifteen (15) feet along all property lines abutting roads, except for the area required for road openings. Permanent irrigation facilities shall be provided for all landscaped areas.

4-16-09-02-09 TRUCK TRAILER AND HORSE TRAILER SALES AND RENTAL

Boundary landscaping is required for a minimum depth of fifteen (15) feet along all property lines abutting roads, except for the area required for road openings. Permanent watering facilities shall be provided for all landscaped areas.

4-16-09-02-10 *GUN AND ARCHERY RANGES*

Two (2) Type D Bufferyards shall encircle the perimeter of the gun range to provide a natural noise barrier. A ten (10) foot berm shall be incorporated into the bufferyard around the site.

4-16-10 LANDSCAPING PLAN REQUIRED

A landscaping plan shall be required as a condition of building permit approval. The Director of Community and Economic Development shall determine if the plan meets the requirements of these standards and regulations. At a minimum, a landscaping plan shall contain the following items:

1. Scale - written and graphic;
2. North arrow;
3. Label the zoning of subject property and adjacent properties;
4. Label the current land use of subject property and all adjacent properties;
5. Existing plant material, if applicable;
6. Plants to be removed or relocated, if applicable;
7. Existing and proposed structures, overhangs, and pavings, if applicable;
8. Planting details specifying mulching materials;
9. Details of berms, walls, or any other structural buffering device if required by these standards and regulations;
10. Title block with name of project, name of person preparing plan and date;
11. A written statement describing type of irrigation system proposed - detail the proposed irrigation system or method of irrigation;
12. Plant schedule showing the following:
 - a. Number and location of plants of each species; and,
 - b. Plant name (common name, botanical name and variety name); and,
 - c. Size and condition of plants - size be expressed in terms of size of container, height of plant, or caliper of tree; condition to be expressed in terms of size of container, ball and burlap, and/or bare root plant division (list shall be divided according to trees, shrubs and ground covers, and turf types); and,
13. Cost estimate including materials and cost of installation, when installation of landscaping is deferred.

4-16-11 LANDSCAPING INSTALLATION AND CERTIFICATE OF OCCUPANCY

All required landscaping and buffering shall be installed prior to issuance of a Certificate of Occupancy. If weather conditions necessitate a delay in installation of landscaping, a Certificate of Occupancy may be issued only if collateral is filed with

the County in an amount designated by the Director of Community and Economic Development, along with a schedule of completion, and a development agreement. The amount of the collateral will reflect one-hundred-twenty-five percent (125%) of the estimated cost of purchasing and installing the landscaping. In eastern Adams County, single-family residential land uses are not required to install landscaping and no landscaping is required for commercial and industrial land uses, which are serviced exclusively by wells and which are restricted by the Colorado Division of Water Resources to inside use only.

4-16-12 LANDSCAPING PHASING

A development agreement will be accepted in partial lieu of landscape if the applicant chooses to install landscape in phases. In the case of phased landscaping, a Certificate of Occupancy may be issued only if collateral is filed with the County in an amount designated by the Director of Community and Economic Development, along with a schedule of completion, and a development agreement. The amount of the collateral will reflect one-hundred-twenty-five percent (125%) of the estimated cost of purchasing and installing the landscaping. All landscape phasing shall be approved at the discretion of the Director of Community and Economic Development.

4-16-13 DEVELOPMENT ABUTTING ADAMS COUNTY TRAIL SYSTEM

Any new development abutting any portion of the designated Adams County Trail System, a public park, or limited access highway, shall be buffered from the trail, or park, using a Special Bufferyard (Type C), unless increased or decreased by the Director of Community and Economic Development.

4-16-14 REQUIRED LOT LANDSCAPING

In addition to the required bufferyards and bufferyard landscaping, the following site landscaping shall also be required:

4-16-15 ADMINISTRATIVE RELIEF*

Administrative relief is provided to add flexibility in the application of the landscaping regulations in this Section 4-16 when a standard is inapplicable or inappropriate to a specific use or design proposal. However, the granting of administrative relief should not always mean a requirement is reduced without mitigation – be it landscaping combined with urban design elements (i.e. architectural elements within a parking lot that screen parking to provide shade pavement,

sidewalk/tree lawn area, gathering space or plaza, or natural areas), concentrated/denser plant material within a reduced buffer yard width, or demonstrations of concepts that are equal to or superior in fulfilling the purpose of the landscaping requirements).

A written request for administrative relief shall be submitted to the Director of Community and Economic Development either before or in conjunction with the building permit review process. The written request shall:

1. Include a justification in terms of the findings necessary to grant administrative relief; and
2. The written request shall close with a section for the Director of Community and Economic Development's use, which will include a block for the decision of approval/denial, the Director of Community and Economic Development's signature, and decision date.

The written request with decision shall be attached to the plan or retained in the applicable file, as appropriate. An example of this written request shall be available from the Director of Community and Economic Development.

The Director of Community and Economic Development must make all of the following findings in order to grant administrative relief:

1. The strict application of the regulations in question is unreasonable given the development proposal or the measures proposed by the applicant or the property has extraordinary or exceptional physical conditions or unique circumstances which do not generally exist in nearby properties in the same general area and such conditions will not allow a reasonable use of the property in its current zone in absence of relief;
2. The intent of the landscaping section and the specific regulations in question is preserved, and;
3. The granting of the administrative relief will not result in an adverse impact upon surrounding properties.

The Director of Community and Economic Development shall render a decision on the request within ten (10) working days of receipt of the request and all required information.

An appeal of the decision of the Director of Community and Economic Development may be made to the Board of Adjustment within ten (10) days after the decision. At this time, the appeal will be placed on the agenda for the next Board of Adjustment meeting. The Landscape Appeal shall be processed in the same manner as a Variance request.

The Board of Adjustment shall grant the appeal, modify the administrative decision, or deny the appeal based on consideration of the staff report, the evidence from the public hearing, and compliance with the criteria for approval.

Policies:

1. The County recognizes the specific landscape requirements in this Section cannot and do not anticipate all possible landscape situations. In addition, the County recognizes there may be landscape proposals that conform to the purpose, intent and objectives of the landscape standards, but were not anticipated in the specific regulations. Therefore, the County may grant administrative relief in the event of these situations and proposals.
2. The County recognizes a proposed development of a relatively small commercial or industrial lot, which was created prior to the current landscape requirements, or the expansion or remodeling of an existing commercial site may present unusual difficulties in complying with the current requirements. Therefore, the County may grant administrative relief in the event of these situations and proposals.
3. The County shall attempt to balance the reasonable use of such a lot with the provisions of required landscaping. This balance will be affected by the site's characteristics, as well as the proposed development plan.
4. The County recognizes in order to allow reasonable development; there should be an upper limit to the amount of the site, which is required to be landscaped. As a general guideline for relatively small commercial or industrial lots (such as one (1) acre or less), the requirements should not exceed twenty-five (25) percent of the site.

The reasonable development of a site may require the granting of administrative relief to some of the requirements. Although all of the categories of landscape requirements are considered important, the County generally assigns the following priorities for compliance with the landscape requirements:

1. Adjacent residential uses should be buffered;
2. An attractive appearance of the project should be provided along adjacent roads by landscaped setbacks and trees, and;
3. The parking areas and building elevations which form major public views of the project should be visually softened and enhanced by trees and other plantings.

Compliance with the requirements, such as the third priority above, should not be “forced” into a site design. For both visual effect and ease of maintenance, relatively few, but larger landscaped areas, which are integrated with the other elements of the site design, are generally encouraged. In addition, relatively numerous and smaller landscaped areas, which are not integrated with the other elements of the site design, are generally discouraged.

***Adopted by the BoCC on December 13, 2010**

4-16-16 RECOMMENDED PLANT MATERIALS

The following is a reference list of agencies and local jurisdictions that have plant material recommendation lists that are most compatible with the Adams County area:

- Denver Water Wise Landscape Handbook (Denver Water)
- Colorado Native Plant Society Low-Water Native Plants for Colorado Gardens: Front Range & Foothills (West Adams County)
- Colorado Native Plant Society Low-Water Native Plants for Colorado Gardens: Prairie and Plains (Central and East Adams County)
- Colorado State University Extension Office Publications
- A Plant Select guide to plants for smart, stunning, successful western gardens (partnership with CSU and Denver Botanic Gardens)

4-17 WEEDS AND DANGEROUS TREES

4-17-01 WEEDS AND OFFENDING VEGETATION

1. *Duty to Control Weeds:* It is the duty of every owner or occupant to abate weeds and offending vegetation on all premises.
2. *Maximum Height of Weeds:* Weeds and offending vegetation greater than twelve (12) inches in height, on all premises, shall be cut to and maintained at a height of six (6) inches or less according to the following:
 - a. In Residential (except RE), Commercial, and Industrial Zone Districts, within the entire lot or parcel.
 - b. In the A-1 and RE Zone Districts, within the established front building setback and within the required side and rear setback for principal dwellings. If no structure exists on the property, then the minimum required principal dwelling setbacks. In the A-2 and A-3 Zone Districts, within the required or established principal dwelling setbacks. In all Agricultural and the RE Zone Districts a minimum of a twenty (20) foot perimeter around the existing principal dwelling and all accessory structures.
 - c. In CO, PL, AV, and DIA Zone Districts, no requirements.
 - d. Notwithstanding the forgoing, any weeds classified as noxious by the State of Colorado or Adams County must be completely abated in accordance with the requirements of the State of Colorado or Adams County, as applicable.

4-17-02 DANGEROUS TREES

1. *Duty to Control Dangerous Trees:* Any owner or occupant of a lot shall cause to be cut or removed any dangerous trees located on the lot which may be considered troublesome, a hindrance to the general public, or which in any way endangers the security and usefulness of any public road, highway, aviation facility, alley, utility, sidewalk, or bicycle trail.
2. Tree Branch Clear Height
 - a. *Roads, Alleys, and Highways:* All trees located on a lot shall be trimmed to a clear height of twelve (12) feet above the surface of public roads, alleys or highways when the branch extends into the established right-of-way or existing roadway.
 - b. *Public Sidewalks and Bicycle Trails:* All trees shall be trimmed to a clear height of eight (8) feet above public sidewalks or bicycle trails when the

branch extends into or over the sidewalk or trail. All tree limbs shall be trimmed so as not to interfere with sight distance triangles in accordance with these standards and regulations.

3. *Duty to Control Interfering Roots:* Dangerous trees upon a lot whose roots are causing interference with public sidewalks or utilities shall be controlled or removed.

4-18

MARIJUANA ESTABLISHMENTSⁱⁱ

1. The purpose of the following general performance standards is to address elements of planning, design, operation and maintenance to be applied to all marijuana establishments in Adams County. Any use-specific performance standards contained in these standards and regulations shall also be applied. Where a use-specific performance standard conflicts with a general performance standard, the use-specific standard shall apply.
2. Prior to the operation of any marijuana establishment, a license must be obtained from the state of Colorado, and either a building permit or a change-in-use permit must be obtained from Adams County, as applicable.
3. Uses established pursuant to this section shall at all times be in complete compliance with the terms and conditions of its marijuana establishment license for licenses issued by the state of Colorado. In the event Adams County requires a local license, then every applicable marijuana establishment shall submit and receive approval of the license prior to operation. Marijuana establishments in operation prior to the establishment of a local licensing authority in Adams County shall submit and receive approval of a local license from the local licensing authority within 90 days of the anniversary of initial certificate of occupancy and/or final inspection.
4. No marijuana establishment shall be allowed as a home occupation use.
5. Distances are measured from property line to property line.
6. Where a medical marijuana center and a medical marijuana optional premises cultivation operation or where a retail marijuana store and a retail marijuana cultivation facility are located on the same site in a commercial zone district, the cultivation operation / facility shall be no more than twice the size of the center / store.
7. No marijuana establishment shall be located in a residentially zoned or used building, or in a movable or mobile structure.

8. All marijuana establishment activities shall occur indoors.
9. All marijuana establishments shall develop properties in harmony with the surrounding area, and shall enhance design elements of buildings and properties accordingly.
10. Inspections of marijuana establishments may occur at any time with or without notice.
11. Best industrial practices to mitigate odor, noise, lights, vapors, fumes, and dust, such as scrubbers and filters, shall be utilized and functioning at all times.
12. These standards and regulations recognize the protections afforded by article xviii, section 14 of the Colorado constitution, and desires to affirm the ability of patients and primary caregivers to otherwise be afforded the protections of article xviii, section 14 of the Colorado constitution and §25-1.5-106, C.R.S. (2009).
13. These standards and regulations shall in no way limit application and enforcement of any statutes of the state of Colorado.

4-18-01 MEDICAL MARIJUANA CENTER

1. Permitted Zone District: Medical Marijuana Centers are only permitted in the C-3, C-4, C-5, I-1, I-2, and I-3 zone districts.
2. Location: No Medical Marijuana Center 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, and public housing facility.
3. Location: No Medical Marijuana Center shall be located within 100 feet of any existing ~~house of worship~~place 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.
4. Location: No Medical Marijuana Center shall be located within 50 feet of any residentially zoned or used property.
5. Location: No Medical Marijuana Center shall be located within 750 feet of any other Medical Marijuana Center or Retail Marijuana Store.

4-18-02 RETAIL MARIJUANA STORE

1. Permitted Zone District: Retail Marijuana Stores are only permitted in the C-3, C-4, C-5, I-1, I-2, and I-3 zone districts.

2. Location: No Retail Marijuana Store 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, and public housing facility.
3. Location: No Retail Marijuana Store shall be located within 100 feet of any existing ~~house of worship~~place 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.
4. Location: No Retail Marijuana Store shall be located within 50 feet of any residentially zoned or used property.
5. Location: No Retail Marijuana Store shall be located within 750 feet of any other Retail Marijuana Store or Medical Marijuana Center.

4-18-03**MEDICAL MARIJUANA INFUSED PRODUCTS MANUFACTURER**

1. Permitted Zone District: Medical Marijuana Infused Products Manufacturers are permitted in the I-1, I-2, and I-3 zone districts.
2. Location: No Medical Marijuana Infused Products Manufacturer 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, park, and public housing facility.
3. Location: No Medical Marijuana Infused Products Manufacturer shall be located within 100 feet of any existing ~~house of worship~~place 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.
4. Location: No Medical Marijuana Infused Products Manufacturer shall be located within 50 feet of any residentially zoned or used property.

4-18-04**RETAIL MARIJUANA PRODUCT MANUFACTURING FACILITY**

1. Permitted Zone District: Retail Marijuana Product Manufacturing Facilities are permitted in the I-1, I-2, and I-3 zone districts.

2. Location: No Retail Marijuana Product Manufacturing Facility 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 information provided to the County by the State of Colorado), playground, park, and public housing facility.
3. Location: No Retail Marijuana Product Manufacturing Facility shall be located within 100 feet of any existing ~~house-of-worship~~place 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.
4. Location: No Retail Marijuana Product Manufacturing Facility shall be located within 50 feet of any residentially zoned or used property.

4-18-05

MEDICAL MARIJUANA OPTIONAL PREMISES CULTIVATION OPERATION

1. Permitted Zone District: Medical Marijuana Optional Premises Cultivation Operations are permitted in the C-3, C-4, and C-5 zone districts for dual operations, the I-1, I-2, and I-3 zone districts for stand-alone operations, and the A-3 zone district on parcels of at least 35 acres in size for indoor stand-alone operations west of Imboden Road from the northern border of Adams County south to the intersection of Imboden Road and E. 56th Avenue; then south of E. 56th Avenue between Imboden Road and Pass-Me-By Road; then west of Pass-Me-By Road from E. 56th Avenue to the southern border of Adams County.
2. Location: No Medical Marijuana Optional Premises Cultivation Operation 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, park, and public housing facility.
3. Location: No Medical Marijuana Optional Premises Cultivation Operation shall be located within 100 feet of any existing ~~house-of-worship~~place 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.
4. Location: No Medical Marijuana Optional Premises Cultivation Operation shall be located within 50 feet of any residentially zoned or used property.

4-18-06

RETAIL MARIJUANA CULTIVATION FACILITY

8. Permitted Zone District: Retail Marijuana Cultivation Facilities are permitted in the C-3, C-4, and C-5 zone districts for dual operations, the I-1, I-2, and I-3 zone districts for stand-alone operations, and the A-3 zone district on parcels of at least 35 acres in size for indoor stand-alone operations west of Imboden Road from the northern border of Adams County south to the intersection of Imboden Road and E. 56th Avenue; then south of E. 56th Avenue between Imboden Road and Pass-Me-By Road; then west of Pass-Me-By Road from E. 56th Avenue to the southern border of Adams County.
9. Location: No Retail Marijuana Cultivation Facility 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, park, and public housing facility.
10. Location: No Retail Marijuana Cultivation Facility shall be located within 100 feet of any existing ~~house of worship~~ place 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.
11. Location: No Retail Marijuana Cultivation Facility shall be located within 50 feet of any residentially zoned or used property.

4-18-07**RETAIL MARIJUANA TESTING FACILITY**

1. Permitted Zone District: Retail Marijuana Testing Facilities are permitted in the I-1, I-2, and I-3 zone districts.
2. Location: No Retail Marijuana Testing Facility 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, park, and public housing facility.

3. Location: No Retail Marijuana Testing Facility shall be located within 100 feet of any existing ~~house of worship~~place 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.
4. Location: No Retail Marijuana Testing Facility shall be located within 50 feet of any residentially zoned or used property.

4-19 SEXUALLY ORIENTED BUSINESSES**4-19-01 SEXUALLY ORIENTED BUSINESSES BY ZONE DISTRICT**

A person commits a misdemeanor if he operates or causes to be operated a Sexually Oriented Business outside of the C-4, C-5, I-1, I-2, or I-3 Zone Districts.

4-19-02 MISDEMEANOR OFFENSES**4-19-02-01 A PERSON COMMITS A MISDEMEANOR IF HE OPERATES OR CAUSES TO BE OPERATED A SEXUALLY ORIENTED BUSINESS WITHIN FIFTEEN HUNDRED (1,500) FEET OF:**

1. Any church;
2. Any school meeting all requirements of the compulsory education laws of the state;
3. The boundary of any residential district;
4. A dwelling unit (single or multiple);
5. A public park adjacent to any residential district; or
6. Another sexually oriented business.

4-19-02-02 A PERSON COMMITS A MISDEMEANOR IF HE CAUSES OR PERMITS THE OPERATION, ESTABLISHMENT, OR MAINTENANCE OF MORE THAN ONE SEXUALLY ORIENTED BUSINESS WITHIN THE SAME BUILDING, STRUCTURE, OR PORTION THEREOF.**4-19-03 MEASUREMENTS AND DISTANCES**

For purposes of this Section, distance between any two (2) sexually oriented businesses or between a sexually oriented business and any church, school, public park, dwelling unit (single or multiple) or residential district shall be measured in a straight line, without regard to intervening structures or objects, from the nearest property line of the property on which the sexually oriented business is conducted, to the nearest property line of the premises of another sexually oriented business, a church, school, or dwelling unit (single or multiple), or the nearest boundary of an affected public park, or residential district.

4-19-04 NONCONFORMING USE

1. Any sexually oriented business lawfully operating on February, 1994 that is in violation of this Section will be deemed a nonconforming use as provided for in Chapter 5 (Nonconforming Conditions) of these Regulations.
2. A sexually oriented business lawfully operating is not rendered in violation of this Section by the subsequent location of a church, school, dwelling unit (single or multiple), public park, or residential district, within fifteen hundred (1,500) feet of the sexually oriented business.

4-19-05 THE PROVISIONS OF THIS SECTION REGULATING NUDE MODEL STUDIOS DO NOT APPLY TO:

1. A college, junior college, or university supported entirely or partly by taxation.
2. A private college or university which maintains and operates, educational programs in which credits are transferable to a college, junior college, or university supported entirely or partly by taxation; or
3. A business located in a structure which has no sign visible from the exterior of the structure and no other advertising that indicates a nude person is available for viewing; and where, in order to participate in a class a student must enroll at least three (3) days in advance of the class; and where no more than one (1) nude model is on the premises at any one (1) time.

4-20 SITE DESIGN CONSIDERATIONS

4-20-01 LOT DESIGN STANDARDS

4-20-01-01 LOT DIMENSIONS

1. *Lot Dimension to Conform to Zoning:* Lot dimensions shall conform to the requirements of the zone district in which the property is located.
2. *Lot Depth Ratio:* No lot shall have an average depth greater than three (3) times the average width unless the lot width exceeds four-hundred-forty (440) feet.

4-20-01-02 LOT CONFIGURATION

1. *Double Fronting Lots:* Lots with double frontage shall be avoided except where necessary to provide separation of residential development from arterials, to provide ingress and egress in commercial and industrial lots, or to overcome specific disadvantages of topography and orientation. Double frontage lots shall be permitted in rural areas where the lot size is five (5) acres or greater. Access for double fronting lots shall be taken from interior roads not perimeter collectors or arterials.
2. *Flag Lots:* Flag lots shall be allowed in all zone districts, but shall only be used where all other lot alternatives are impractical. If a reasonable development alternative exists, flag lots shall not be utilized even though their use might allow more lots to be created than other alternatives. In addition, no flag lot shall be approved where the flag lot is being used as a means of avoiding the construction of public roads or the extension of utilities. The minimum width of the pole of any flag lot shall be thirty (30) feet where the lot fronts a local road, arterial, or collector or meet the required minimum lot width of the pertinent zone district. The maximum depth of the pole shall be six hundred (600) feet. In all cases where a flag lot fronts a highway, arterial, or collector, only one (1) access shall be approved for every two-hundred-fifty (250) feet of road frontage. Lots shall be required to share access where inadequate frontage exists for multiple accesses to be provided.
3. *Wedge-Shaped Lots:* In the case of irregular or wedge-shaped lots, no lot shall be less than thirty (30) feet in width at the front property line where a lot fronts on a local road, a highway, arterial, or collector or meet the required minimum lot width of the pertinent zone district. The width at the front property line can be reduced to thirty (30) feet where a shared

driveway is provided. In all cases, where a wedge-shaped lot fronts a highway, arterial, or collector, only one access shall be approved for every two-hundred-fifty (250) feet of road frontage. Lots shall be required to share access where inadequate frontage exists for multiple accesses to be provided.

4. *Split Lots*: No single lot shall be divided by a road, alley or other lot without creation of two (2) or more separate lots.
5. *Side Lot Lines*: Side lot lines shall be substantially at right angles or radial to road right-of-way lines or road centerlines.

4-20-02 ACCESS

4-20-02-01 ACCESS SUBJECT TO APPROVAL

All accesses are subject to approval of the Director of Public Works or the Colorado Department of Transportation for state highways. In cases where an access point would impede or interfere with the planned traffic flow of a road, or create a traffic hazard, an access permit may be denied.

4-20-02-02 ACCESS DESIGN AND CONSTRUCTION

All access shall meet the requirements of these standards and regulations.

4-20-03 DRAINAGE

4-20-03-01 DRAINAGE DEVELOPMENT DESIGN

All developments shall be designed and constructed in compliance with the drainage criteria listed in Chapter 9 of these regulations.

4-20-03-02 DRAINAGE DESIGN AND CONSTRUCTION PLANS SUBJECT TO APPROVAL

All drainage plans are subject to approval of the Director of Public Works or Director of Community and Economic Development and are required for any building or other permit. All drainage facilities shall meet the requirements of these standards and regulations.

4-20-04 UTILITIES**4-20-04-01 UTILITIES SUBJECT TO APPROVAL**

All utility locations and installations are subject to approval by the applicable public agency and/or private utility company. Utilities shall meet the minimum requirements of the utility company and any public agency including but not limited to these standards and regulations.

4-20-04-02 UNDERGROUND UTILITIES

All site utilities shall be underground.

4-20-04-03 CONNECTION TO EXISTING SYSTEMS

Utilities shall tie into existing sanitary and storm sewer and water main stubouts, if possible, to avoid disturbance to existing pavement.

4-20-04-04 CUTTING, BACKFILLING, AND PAVING

Where cuts in existing roads are made for utility work, all cutting, backfilling, and paving shall be done in accordance with the applicable public agency's specifications and procedures. Where a cut is made to a County road, a permit shall be obtained from the Director of Public Works. All cuts to County roads shall be completed in accordance with these standards and regulations.

4-20-05 SITE GRADING**4-20-05-01 NON-ENGINEERED APPEARANCE**

The aesthetic goal of grading is to imitate natural landforms. Long, monotonous, unchanging slopes with severe breaks in slope have an unnatural, man-made appearance and shall be avoided.

4-20-05-02 GRADE CHANGE DESIGN

Grade changes shall be designed imaginatively, accenting or de-emphasizing the change in grade as appropriate. Circulation elements, such as trails and sidewalks, can effectively respond to grade conditions by meandering in long gentle curves.

4-20-05-03 AREA OF SITE GRADING

The area to be graded shall be kept as small as is practical in order to avoid large undeveloped graded areas. After grading, all areas not to be built within the same construction season shall be revegetated and other erosion control measures taken as appropriate. All revegetation and erosion control measures shall meet the requirements of these standards and regulations and be approved by the Director of Community and Economic Development.

4-20-05-04 OVERLOT GRADING

Overlot grading will be done to preserve existing topographic features where possible and to provide positive drainage.

4-20-05-05 SLOPE STANDARDS

Unless otherwise specified by these standards and regulations, all site grading shall be designed to meet the following standards:

1. Planting Areas
 - a. Minimum Slope: 2%
 - b. Maximum Slope: 30%
2. Parking Lot Pavement
 - a. Minimum Slope: 2%
 - b. Maximum Slope: 4%
3. Pedestrian Plaza Areas
 - a. Minimum Slope: 1%
 - b. Maximum Slope: 2%
4. Private driveways, public roads, and sidewalks shall comply with the slope requirements outlined in Chapter 7 of these regulations.

4-20-06 PEDESTRIAN AND BICYCLE AMENITIES

4-20-06-01 PEDESTRIAN AND BICYCLE ACCESS TO SITE

Pedestrian and bicycle access onto the site shall be maximized in all proposed projects. This may be accommodated through the provision of on-site walkways, trails, paths or sidewalks and bike lanes or trails, which originate at the property boundary.

4-20-06-02 INTERNAL PEDESTRIAN AND BICYCLE CIRCULATION

Internal pedestrian and bicycle circulation shall be facilitated through appropriately sealed walkways, paths, trails or sidewalks and bike lanes or trails. Special emphasis shall be placed on providing pedestrian and bicycle access to proposed recreational and/or open space areas.

4-20-06-03 BICYCLE PARKING

Bicycle parking shall be provided for all commercial development. Bicycle parking areas should be located near structure entries, but should not encroach into pedestrian walkways.

4-20-06-04 SIDEWALKS

1. *Minimum Width:* The minimum width of all sidewalks shall be 5½ feet measured from the flowline.
2. *Sidewalk Design and Construction:* Sidewalks shall be designed and constructed in accordance with these standards and regulations.
3. *Open Space Connections:* Sidewalks should occur along roadways and extend into major open space areas.
4. *Sidewalk Maintenance:* The property owner of land abutting a constructed public right-of-way is responsible for construction and maintenance of curb, gutter, and sidewalk along the right-of-way abutting the property including snow removal for pedestrian access.

4-20-06-05 BICYCLE PATH OR TRAILS

1. *Minimum Width:* Bicycle path or trails shall serve both pedestrians and bicycles and shall be at least eight (8) feet wide.
2. *Bicycle Path Design and Construction:* Bicycle paths and trails shall be designed and constructed in accordance with these standards and regulations.
3. *Open Space Connections:* Bicycle paths and trails should occur along roadways and extend into major open space areas.
4. *Bicycle Paths and Trails Maintenance:* The property owner of land abutting a constructed public right-of-way is responsible for construction and maintenance of bicycle trails along the right-of-way abutting the property including snow removal for access.

4-21 OFF-ROAD UTILITY, DUMPSTER, RECYCLING, AND TRASH HANDLING FACILITIES

All off-road utility, dumpster, recycling, and trash handling facilities serving commercial and industrial uses shall meet the following requirements:

1. *Location:* All utilities (including heating and air conditioning units), dumpsters, and trash handling facilities shall be located on the same lot as the use served unless shared facilities are approved by the Community and Economic Development Department. All utility, dumpster, and trash handling facilities including the occupant's recycling facilities shall be completely screened from public view, and from the view of any development on any adjoining property. A wall, solid wood fence, evergreen hedge, earth berm, or any combination thereof shall be provided to obscure these facilities. However, when the service side of the particular facility faces any property line, a wall or solid wood fence with gates or doors must be provided. If shrubs are used as the screening material, they shall be a minimum of five (5) feet in height, spaced no farther than four (4) feet apart. If a wall, solid wood fence, or berm is used as the screening material, its minimum height shall be six (6) inches above the proposed facility.
2. *Recycling Facilities:* Public recycling drop off sites shall be encouraged and are permitted as an accessory use in all nonresidential zone districts. The drop off site shall be kept free of litter, residue and debris by the party responsible for the maintenance and management of the drop off facility. One (1) freestanding or wall sign is allowed up to twenty-five (25) square feet in area upon issuance of a building permit. The drop off site containers must be durable, waterproof, covered and well maintained. The name and phone number of the party responsible for maintenance shall be posted on the container. Containers on the site shall have uniform colors. The Community and Economic Development Department may impose additional conditions if necessary to protect adjacent properties. Setbacks from residentially zoned or used property are not applicable.
3. *Access:* All required dumpster, recycling, and trash handling facilities shall be designed with appropriate means of access to a road or alley in a manner which will least interfere with traffic movement, and which will most facilitate the service of the facilities.
4. *Utilization:* Space allocated to any off-road dumpster and trash handling facilities shall not be used to satisfy the space requirements for off-road parking and/or loading facilities, nor shall any parking or loading spaces be used to satisfy the space requirements for any dumpster or trash handling facility.

4-22 ANIMAL KEEPING**4-22-01 HOUSEHOLD PETS AND OTHER ANIMALS**

Household pets shall be subject to the following limitations:

1. *Allowed:* Household pets shall be allowed as an accessory use in all Agricultural and Residential Zone Districts according to Table 4-22-01-1.
2. *Penned:* Except in agricultural zone districts, all household pets shall be penned or otherwise confined to their owner's property except when on a leash and in the control of the owner. Unconfined animals are a violation of the "Adams County Animal Control Regulations", as adopted September 2, 1992, as amended.
3. *On Agricultural Lands:* The keeping of household pets shall not be regulated in agricultural zone districts of more than thirty-five (35) acres. However, the keeping of more than ten (10) dogs and/or cats, shall conform to the standards listed in Section 4-22-04 for Private Kennels and/or Catteries.
4. *Pigeons:* Pigeons are allowed in Agricultural, Residential Estate, Single-Family Residential, Duplex/Mobile Home, and Multi-Family Zone Districts, in conformance with Table 4-22-01-1 and the standards contained in Section 4-22-03.

4-22-02 GUARD DOGS

Guard Dogs, patrolling for the protection of property, shall be allowed in all Commercial and Industrial Zone Districts, subject to the following:

1. *Number of Guard Dogs Permitted:* See the Animal Density Table in Section 4-20 to calculate the number of permitted household pets.
2. *Confinement of Guard Dog(s):* The area being patrolled by a guard dog(s) shall be fenced with a minimum seventy-two (72) inch high chain link or solid screen fence.
3. *Notice of Guard Dog(s):* A sign warning of the presence of said dog(s) stating what hours the dog(s) is on patrol shall be posed in plain view of the public around the perimeter of the fenced area. The sign must also state the name of the owner and the handler of the dog(s), with a phone number where the handler can be reached.
4. *Garbage Disposal:* All animal and food waste shall be handled and disposed of in a sanitary manner as approved by Tri-County Health Department.
6. *Pest Control:* Environmental and/or chemical and scientific controls shall be provided for pest control.

7. *Care of Animals:* All dogs shall be cared for in a humane and sanitary manner as approved by Adams County Humane Society and Adams County Animal Control.

4-22-03 PIGEON KEEPING

In addition to the limitations imposed by Animal Density Table 4-22-01-1, pigeon keeping shall be required to meet the following standards:

1. *Permitted Number of Pigeons:* See Table 4-22-01-1.
2. *Loft Floor Space:* There shall be at least one (1) square foot of loft floor space for each mature pigeon.
3. *Loft Design:* The pigeon loft shall be of such sufficient size and design, and constructed of such material, it can be easily maintained in a clean and sanitary condition.
4. *Loft Compliance:* The loft shall be in compliance at all times with all applicable Tri-County Health regulations.
5. *Setback from Residential Structure:* The loft shall be set back a minimum of twenty-five (25) feet from any residential structure.
6. *Lot Line Setbacks:* The loft shall be set back from all lot lines in accordance with the accessory setbacks for the zone district in which it is located.
7. *Pigeon Feed:* All pigeon feed shall be stored in such containers as to protect against intrusion by rodents and other vermin.
8. *Pigeon Feeding:* All pigeons shall be fed within the confines of the loft.
9. *Pigeon Release for Flying:* Pigeons will not be released for flying for four (4) hours after feeding.
10. *Pigeon Confinement:* All pigeons shall be confined to the loft, except for limited periods necessary for exercise, training and competition. At no time shall pigeons be allowed to perch or linger on the buildings or property of individuals other than the owner of the pigeons.

4-22-04 PRIVATE KENNELS AND CATTERIES

In all Agricultural, Residential Estate, Single Family Residential, and Duplex/Mobile Home Zone Districts, private kennels and catteries may be maintained according to the following conditions:

1. A Special Use Permit must be obtained unless the use is not regulated (NR) in the Animal Density Table in Table 4-22-01-1.

2. *Permitted Number of Dogs and/or Cats:* See the Animal Density Table in Table 4-22-01-1 to calculate the number of permitted household pets.
3. *Building Permit Required:* A building permit shall be obtained for all kennels, pens, shelters or other similar structures.
4. *Prohibited Animals:* Boarding dogs and/or cats other than those animals owned by the resident and/or owner and immediate family shall be prohibited.
5. *Minimum Space Requirements*
 - a. *Dogs:* Each dog shall be provided a minimum space equal to the following equation:
 - (1) Width of Kennel = Length of dog from nose to base of tail + 2 feet.
 - (2) Length of Kennel = Width of Kennel + 2 feet.
 - (3) Height of Kennel = Head height of dog standing on all four legs + 1 foot.
 - b. *Cats:* Each adult cat shall be provided a minimum of six (6) cubic feet of area. Adult female cats with kittens below three (3) months of age shall be provided with a minimum of eight (8) cubic feet of area.
6. *Garbage Disposal:* All animal and food garbage shall be handled and disposed of in a sanitary manner as approved by Tri-County Health Department.
7. *Pest Control:* Environmental and/or chemical and scientific controls shall be provided for pest control.
8. *Drainage:* Adequate drainage facilities or improvements shall be constructed to protect any adjacent rivers, streams, or other bodies of water from pollution.
9. *Mixing of Dogs and Cats:* Dogs and cats shall not be housed in the same primary enclosure.
10. *Care of Animals:* All dogs and/or cats shall be cared for in a humane and sanitary manner as approved by Adams County Humane Society and Adams County Animal Control.
11. *Other Standards:* All animal keeping shall conform to Section 4-20 of these standards and regulations.

4-22-05 **COMMERCIAL KENNEL AND CATTERIES**

The operation of Commercial kennels and/or catteries is allowed in Agricultural, Commercial and Industrial Zone Districts. Commercial kennels and/or catteries shall not be conducted without first having obtained a conditional use permit and approval of a management plan from the Board of County Commissioners.

1. *Offspring Not Limited:* The total number of dogs and/or cats allowed under the Conditional Use Permit shall not apply to offspring under five (5) months of age, belonging to one of the adult animals.
2. *Management Plan Required:* A management plan detailing how the facility will be operated shall be submitted prior to issuance of a Conditional Use Permit.
3. *Minimum Standards:* In addition to the requirements of Section 4-22-04, commercial kennels shall meet the following minimum standards:
 - a. A washroom consisting of a basin or sink and a lavatory shall be provided to maintain the cleanliness among animal caretakers.
 - b. All breeding and boarding kennel operators shall be licensed by the appropriate governmental authority.
 - c. A person responsible for the commercial kennel or cattery, whether the owner of the facility or an employee, shall reside permanently on the subject property. If a responsible party is not available on site, the kennel shall be posted with the name and phone number of a responsible party.
 - d. Any dwelling unit newly constructed to house the owner or employee shall meet the applicable zone district requirements.
4. *Exemptions:* Those operations exempt from obtaining a conditional use permit shall be as follows:
 - a. A public or private zoological park; or
 - b. A public animal pound; or
 - c. A veterinary hospital operated by a licensed veterinarian; or
 - d. A research institution using animals for scientific research; or
 - e. An animal shelter operated by an organized humane society; or
 - f. A pet shop; or
 - g. A circus.

Although exempt from obtaining a conditional use permit, these operations shall meet all of the requirements for a private kennel as outlined in Section 4-22-04.

4-22-06 NON-COMMERCIAL ANIMAL FEEDING OPERATION (AFO) AND CONCENTRATED ANIMAL FEEDING OPERATION (CAFO), LIVESTOCK

The keeping of poultry and/or livestock, except chickens, is only allowed in the Agricultural and Residential Estate Zone Districts. Livestock may be kept on property in the Residential Estate Zone District only if the owner of said livestock resides on the property and is a registered member of a 4-H or FFA or other agricultural education program. This does not apply to horses kept for recreational purposes.

The keeping of non-commercial livestock and poultry, except chickens, is allowed in accordance with Table 4-22-01-1, Tabulation of Animal Unit Densities. The maximum number of allowable livestock per lot does not apply to young animals below weaning age, or six (6) months of age, whichever is less.

On those properties where livestock and poultry, except chickens, are allowed, the following standards shall be observed:

1. *Manure:* All manure shall be removed periodically or incorporated into the soil on a regular basis so the manure does not draw flies, or other insects, or cause obnoxious odors.
2. *Drainage:* Adequate overflow drainage on drinking facilities shall be provided to prevent the saturation of soil on adjacent property. Adequate drainage facilities or improvements shall be constructed to protect any adjacent rivers, streams, or other bodies of water from pollution.
3. *Feed:* Spillage and left-overs from livestock feedings must be removed or so disposed of as to prevent fly, bird, or rodent propagation, or creation of odors.
4. *Pens:* Any new shed, shelter, pen or enclosure for livestock shall not be closer than one hundred (100) feet to any off-property residence or place of business and shall be set back twenty-five (25) feet from the side lot line and fifty (50) feet from the front lot line.
5. *Insects and Rodents:* All sheds or other shelter for livestock shall be kept reasonably free of rodents and insects and shall be kept in good repair.
6. *Fenced:* In subdivided areas, all livestock shall be kept within a fenced area.
7. *Colorado Rules:* Adherence to the Colorado Confined Animal Feeding Regulations, promulgated by the Colorado Department of Public Health and Environment, Water Quality Control Commission.

In agricultural zone districts of greater than thirty-five (35) acres, the number of livestock is not regulated, unless the operation meets the definition of a Livestock Confinement Operation. However, the keeping of such livestock must comply with the performance standards listed above except the keeping of livestock shall be exempt from the manure and feed requirements on parcels greater than thirty-five (35) acres in size.

4-22-07 NON-COMMERCIAL ANIMAL FEEDING OPERATION (AFO) AND CONCENTRATED ANIMAL FEEDING OPERATION (CAFO), CHICKENS

4-22-07-01 PURPOSE

The purpose of these regulations is to permit limited small animal husbandry uses within residential environments to promote access to fresh food and the associated health benefits as well as encourage sustainability through reduced vehicle trips for food and energy consumption associated with food production. The regulations below are intended to permit the keeping of chickens for household purposes, and not for a profit, while preventing negative impacts associated with this use.

4-22-07-02 APPLICABILITY

The keeping of chickens is only allowed as an accessory use with any legal detached, single family residential use, excluding where the single family residence is a mobile home or as otherwise regulated by State law. Accessory dwelling units are also allowed to keep chickens so long as the cumulative number of chickens on the property does not exceed the allowance. The keeping of chickens is allowed in accordance with Table 4-22-01-1. The maximum number of allowable chickens per lot does not apply to chicks not yet at egg-bearing age, or six (6) months of age, whichever is less.

4-22-07-03 PERFORMANCE STANDARDS

1. *Allowed number of chickens:* No more than six (6) domestic chicken hens are permitted per each detached, single family residential use. Three (3) chickens shall equal one (1) household pet.
2. *Shelter Requirements:*
 - a. Type: Chickens must be provided with a covered, predator-resistant shelter structure that is properly ventilated and heated, with nesting boxes, designed to be easily accessed, cleaned and maintained.
 - b. Size: The shelter structure shall provide at least three (3) square feet per chicken. The shelter structure shall not exceed one-hundred twenty (120) square feet.
3. *Perimeter Fencing:*
 - a. In addition to the shelter requirements described above, chickens shall be confined to areas that are fully enclosed with adequate perimeter fencing to prevent the chickens from escaping when not in their shelters, to prevent predators' entry, and from coming into contact with wild ducks, geese or their excrement. Each chicken

shall be provided at least 10 square feet of area within the perimeter fencing.

- b. Fences required by this subsection shall comply with the provisions of Section 4-07-01-02-02 (Residential Use Fencing, Walls, and Screening) and shall be resistant to predators.
 - c. Adequate fencing material for purpose of this subsection shall include wood, wire and stone. Fencing with openings that would allow chickens to pass through, such as a split rail or wrought iron fence with wide openings, will not be deemed adequate for purposes of this subsection.
- 4. *Location of Shelter Structures and Perimeter Fences:* Chicken structures and perimeter fencing shall be located in the rear or backyard of the lot as determined by street frontage, and not the orientation of the residence. Chickens shall be kept within such facilities and are not permitted within any other portions of the lot.
 - 5. *Setbacks:* Neither the shelter structure or perimeter fencing shall be located less than five (5) feet from any abutting property line.
 - 6. *Access:*
 - a. During daylight hours, the chickens must have access to the shelter structure, located adjacent to the shelter, which is adequately fenced with perimeter fencing as required by this Section to protect them from predators.
 - b. From dusk till dawn, the chickens must be further protected from predators by being closed inside the shelter structure.

4-22-07-04 PROVISION OF FOOD, WATER, AND SANITATION

- 1. *Water:* Fresh water must be available at all times in adequate receptacles.
- 2. *Food:* Sufficient nutritive food must be provided daily and must be stored in a resealable, airtight, metal, rodent proof container to discourage attracting mice, rats, and other vermin.
- 3. *Cleanliness:* The shelter and surrounding area must be kept clean from accumulation of excrement and debris so as to not create a nuisance and be compliant with the County's stormwater regulations.
- 4. *Compliance with Current Stormwater Regulations:* The use of excrement as applied fertilizer shall only be allowed in conformance with the County's stormwater regulations.

4-22-07-05 NUISANCE PREVENTION

1. *Nuisance-Free Facilities As Prerequisite:* A permit to keep chickens within the County shall not be granted or renewed unless the owner or keeper provides facilities which will reasonably assure the Director of Community and Economic Development that the premises will be maintained in a sanitary condition, free from insects and rodents, offensive odors, excessive noise or any other conditions which constitute a public nuisance.
2. *Dust, Odors, and Waste Prohibited:* All coops and runs shall be regularly cleaned and maintained to control dust, odor, and waste and to prevent the facilities from constituting a nuisance, safety hazard, or health problem to surrounding properties. Odors associated with the coop shall be contained within the owner's property boundary.
3. *Slaughtering Prohibited:* The chickens may not be slaughtered by the owner or keeper thereof, except pursuant to the lawful order of State or County health officials or for the purpose of euthanasia when surrendered to a licensed veterinarian.
4. *Disposal:* Dead animal carcasses shall be properly and safely disposed of within 24 hours as recommended by the applicable health department.
5. *Roosters prohibited:* Roosters are not permitted, except where allowed in Agricultural zone districts as described in these regulations.

4-22-07-06 PERMITTING (ANNUAL REGISTRATION OF USE)

4-22-07-06-01 REQUIREMENTS

1. Any person keeping chickens pursuant to this Section must obtain a permit from the County.
2. The Permit Application shall include:
 - a. A plan or drawing showing the proposed locations of all chicken facilities to be located upon the property for which the permit is requested.
 - b. Details demonstrating the applicant's compliance with the requirements of this Section.
3. No property with outstanding code violations will be issued a permit.
4. Prior to the issuance of a permit, the County may inspect the parcel for which the permit is requested. per
5. A permit issued pursuant to this Section shall allow the keeping of chickens on the specific property identified in the permit. The permit shall be personal to the permittee and is non-transferrable.
6. A permit issued pursuant to this section shall be in effect for twelve (12) months after which the permittee may reapply or will expire.

4-22-07-06-02 *DENIAL OR REVOCATION OF PERMIT*

1. The County may deny or revoke a permit to keep, maintain or possess chickens within the County if determined that any provision of this Section is being violated or if the County finds that maintenance of chicken(s) interferes with the reasonable and comfortable use and enjoyment of property.
2. Removal of Shelter: [Upon] expiration, revocation or denial of a permit, all chicken facilities shall be removed from the property within 14 days of such expiration, revocation or denial.

4-22-08 *KEEPING OF BEES***4-22-08-01 *PURPOSE***

The purpose of these regulations is to permit limited small animal husbandry uses within residential environments to promote access to fresh food and the associated health benefits as well as encourage sustainability through reduced vehicle trips for food and energy consumption associated with food production. The regulations below are intended to permit beekeeping for household purposes, and not for a profit, while preventing negative impacts associated with this use.

4-22-08-02 *APPLICABILITY*

The keeping of bees is only allowed as an accessory use with any detached, single family residential use, excluding mobile homes. Other accessory uses, such as accessory dwelling units, are also allowed to keep bees so long as the cumulative number of colonies on the property does not exceed the total allowance for the single family residential use.

4-22-08-03 *DEVELOPMENT REGULATIONS***4-22-08-03-01 *ALLOWED NUMBER OF BEE COLONIES***

1. No more than two (2) bee colonies are permitted per detached, single family residential use in residential, commercial and industrial zone districts as determined by Table 4-22-01-1. Animal Densities and Uses.
2. Two (2) bee colonies shall equal one (1) household pet.

4-22-08-03-02 *PERFORMANCE STANDARDS*

1. *Type:* Bee colonies must be provided with a predator-resistant structure, or hive, that is properly ventilated and elevated from the ground and designed to be easily accessed, cleaned and maintained.
2. *Size:* The hive shall not exceed eight (8) square feet.
3. *Number:* One (1) colony per hive. A maximum of two (2) hives are allowed, as applicable.
4. *Location:* Bee keeping structures shall be located in the rear or backyard of the lot. They shall not be located between the rear of the dwelling and the front yard lot line.
5. *Orientation:* The entrance/exit of the structure shall be oriented away from the closest adjacent property line(s).
6. *Access:*
 - a. All bee colonies shall be kept in inspectable hives with removable combs.
7. *Setbacks:* The structure shall be setback at least fifteen (15) feet from any abutting property line.
8. *Flyway Barriers:*
 - a. A flyway barrier constructed at least six (6) feet in height around the structure consisting of a fence or vegetation. This barrier must be designed so that the bees are forced to fly at an elevation of at least six (6) feet above the ground level over the property line.
 - b. Fences shall comply with the provisions of Section 4-07-01-02-02 (Residential Use Fencing, Walls, and Screening) of this Code.

4-22-08-03-03 *PROVISION OF FOOD, WATER, AND SANITATION*

1. *Water:* Fresh water must be available at all times in adequate receptacles in order to prevent swarming near water sources where they may cause human, bird or domestic pet interactions.
2. *Cleanliness:* The shelter and surrounding area must be kept clean from colony-produced materials, such as honey, honeycomb and brood comb, and debris so as to not create a nuisance.

4-22-08-03-04 *NUISANCE PREVENTION*

1. *Nuisance-Free Facilities as Prerequisite:* A permit to keep bees within the County shall not be granted unless the owner or keeper provides facilities

which will reasonably assure the Director that the premises will be maintained in a sanitary condition, free from colony-produced materials, such as honeycomb and brood comb, or any other conditions which constitute a public nuisance.

2. *Removal of Materials from the Colony:* Any materials removed from the colony shall be immediately moved away from the colony and enclosed in a bee and predator-proof location that is inaccessible to bees or their predators.
3. *Prohibited Attributes:*
 - a. Aggressive or africanized bees are not permitted. Africanized, hybrid bee species, *Apis mellifera scutellata*, or bees displaying abnormally aggressive behavior are not permitted.
 - b. Aggressive queens are not permitted. Aggressive queens shall be removed and the colony shall be re-queened with a non-aggressive species.
 - c. Bees not residing in a structure are not permitted. Bee colonies living outside of a designated colony structure as determined by these regulations are not permitted.

4-22-08-04 PERMITTING (ANNUAL REGISTRATION OF USE)

4-22-08-04-01 REQUIREMENTS

Any person keeping bees pursuant to this Section must first have been issued a permit by the County.

1. Permitting is subject to the following requirements:
 - a. The application shall include a plan or drawing showing the proposed locations of all bee facilities to be located upon the property for which the permit is requested.
 - b. Such plan or drawing shall include details demonstrating the applicant's compliance with the requirements of this Section.
 - c. No outstanding code violations exist on the subject property.
2. Prior to the issuance of a permit, the County may inspect the parcel for which the permit is requested.
3. A permit issued pursuant to this Section shall allow the keeping of bees on the specific property identified in the permit. The permit shall be personal to the permittee and is non-transferrable.
4. A permit issued pursuant to this section shall be in effect for twelve (12) months after which the permit will expire unless the permittee reapplies.

4-22-08-04-02 DENIAL OR REVOCATION OF PERMIT

1. The County may deny or revoke a permit to keep, maintain or possess bees within the County if it is determined that any provision of this Section is being violated or if the County finds that maintenance of bees interferes with the reasonable and comfortable use and enjoyment of property.
2. *Removal of Colony:* Upon expiration, revocation or denial of a permit, all bees and bee keeping-related facilities shall be removed from the property within 14 days of such expiration, revocation or denial.

4-22-09 TABULATION OF ANIMAL UNIT DENSITIES

The types and densities of animals allowed in each zone district are detailed in Table 4-22-01-1. Any combination of allowed animals may be kept, but at no time shall the maximum number of any specific type of animal be exceeded, nor shall the total maximum number of household pets or the total maximum number of livestock be exceeded. Where allowed, the number of livestock is in addition to the number of household pets permitted, and the number of household pets is in addition to the number of livestock permitted.

For animals not listed or not clearly fitting within one (1) or more the categories listed, the Director of Community and Economic Development shall determine in what zone district(s) the animal is allowed and in what lot size categories the keeping of such an animal is appropriate. Should the property owner disagree with the determination of the Director of Community and Economic Development, the matter shall be referred to the Planning Commission for a recommendation to resolve the issue.

The following are acronyms used in Table 4-22-01-1 and their meaning:

NR = Not Regulated

NA = Not Allowed

AC = Acre

CUP = Conditional Use Permit

March 19, 2019

*Table 4-22-01-1. Animal Densities and Uses**Amended by the BoCC on January 28, 2013*

A-1, A-2 and A-3 AGRICULTURE ZONE DISTRICTS	Up to .50 AC	.50 AC to <1.0 AC	1 AC to 2.0 AC	>2 AC to 5.0 AC	>5 AC to 10 AC	>10 AC to 35 AC	>35 AC
Maximum Number of Household Pets Allowed	10	10	20	20	20	20	NR ¹
Maximum Number of Livestock Units Allowed	NA	4/AC	4/AC	4/AC	4/AC	NR	NR ¹

<i>Type of Animal</i>	<i>Livestock Unit Equivalents</i>	<i>Number of Animals Equivalent to One Livestock Unit</i>	<i>Maximum Number of Animals Per Acre</i>			
			<i>Lot size 0.5 AC to <5.0 AC</i>	<i>Lot size 5 AC to <10 AC</i>	<i>Lot size 10 AC to <35 AC</i>	<i>Lot size 35 AC or greater</i>
Alpacas	1	1	4	4	NR	NR ¹
Beefalo	1	1	4	4	NR	NR ¹
Bees (Colonies)	0.2	5	20	20	NR	NR
Buffalo	1	1	4	4	NR	NR ¹
Cats	1	1	4 ²	5 ²	8 ²	NR ¹
Cattle	1	1	4	4	NR	NR ¹
Chickens (Hens/Roosters)	.02	50	200	200	NR	NR ¹
Chinchillas	.02	50	2	200	NR	NR ¹
Deer	1	1	4	4	NR	NR ¹
Dogs	1	1	4 ²	6 ²	8 ²	NR ¹
Ducks/Geese	.02	50	200	200	NR	NR ¹
Elk	1	1	4	4	NR	NR ¹
Emus	.066	15	60	60	NR	NR ¹
Ferrets	.02	50	200	200	NR	NR ¹
Game Fowl	--	--	NR	NR	NR	NR ¹
Goats	.125	8	32	32	NR	NR ¹
Guinea Pigs	.02	50	200	200	NR	NR ¹
Horses	1	1	4	4	NR	NR ¹
Llamas	1	1	4	4	NR	NR ¹
Mules	1	1	4	4	NR	NR ¹
Ostriches	.066	15	60	60	NR	NR ¹
Peafowl	--	--	See Note 3	NR	NR	NR ¹
Pigeons	--	--	See Note 3	NR	NR	NR ¹
Rabbits	0.08	12.5	See Note 3	50	NR	NR ¹
Sheep	0.25	4	16	16	NR	NR ¹
Swine	0.25	4	16	16	NR	NR ¹
Turkeys	.02	50	200	200	NR	NR ¹
Type of Use						
Private Kennel/Cattery ⁴	--	--	2 ²	2 ²	2 ²	NR
Commercial Kennel	--	--	See Note 5	See Note 5	See Note 5	See Note 5
LCO	--	--	NA	NA	NA	CUP

NOTES:

¹ The numbers of animals on property over 35 acres in size shall not be regulated, unless the definition of a Livestock and/or Poultry Confinement Operation is met.

² This animal is considered a "household pet" in this category and the number of animals specified shall be counted toward the maximum number of household pets allowed.

³ Allowed by Special Use Permit.

⁴ Maximum allowed by Special Use Permit. The number specified is the maximum additional dogs and/or cats permissible over the number allowed as a Use By Right.

⁵ Allowed by Conditional Use Permit.

Animal Densities and Uses, Cont.

RE, RESIDENTIAL ESTATE ZONE DISTRICT	<1.0 AC	1 AC to 2.0 AC	>2 AC to 5.0 AC	>5 AC to 10 AC	>10 AC to 35 AC	>35 AC
Maximum Number of Household Pets Allowed	10	20	20	20	30	30
Maximum Number of Livestock Units Allowed	NA	2/AC	2/AC	2/AC	2/AC	2/AC

<i>Type of Animal</i>	<i>Livestock Unit Equivalents</i>	<i>Number of Animals Equivalent to One Livestock Unit</i>	<i>Lot size <1.0 AC</i>	<i>Lot size 1 AC to 2.0 AC</i>	<i>Lot size >2 AC to 5.0 AC</i>	<i>Lot size >5 AC to 10 AC</i>	<i>Lot size >10 AC to 35 AC</i>	<i>Lot size >35 AC</i>
Alpacas	1	1	NA	2/AC ¹	2/AC ¹	2/AC ¹	2/AC ¹	2/AC ¹
Beefalo	1	1	NA	2/AC	2/AC ¹	2/AC ¹	2/AC ¹	2/AC ¹
Bees (Colonies) ⁷	0.2	5	NA	5 ³	5 ³	5	10	25
Buffalo	1	1	NA	2/AC	2/AC ¹	2/AC ¹	2/AC ¹	2/AC ¹
Cats	1	1	3 ²	4 ²	4 ²	5 ²	5 ²	5 ²
Cattle	1	1	NA	2/AC ¹	2/AC ¹	2/AC ¹	2/AC ¹	2/AC ¹
Chickens (Hens/Roosters)	.02	50	NA	2/AC ¹	2/AC ¹	4/AC ¹	10/AC ¹	10/AC ¹
Chickens (Hens) ⁶	.02	50	NA	2/AC ¹	2/AC ¹	4/AC ¹	10/AC ¹	10/AC ¹
Chinchillas	.02	50	2 ²	2 ²	2 ²	4 ²	4 ²	4 ²
Deer	1	1	NA	2/AC	2/AC ¹	2/AC ¹	2/AC ¹	2/AC ¹
Dogs	1	1	2 ²	3 ²	3 ²	4 ²	4 ²	5 ²
Ducks/Geese	.02	50	NA	2/AC ¹	2/AC ¹	4/AC ¹	10/AC ¹	10/AC ¹
Elk	1	1	NA	2/AC ¹	2/AC ¹	2/AC ¹	2/AC ¹	2/AC ¹
Emus	.066	15	NA	5/AC ¹	10/AC ¹	10/AC ¹	10/AC ¹	10/AC ¹
Ferrets	.02	50	2 ²	2 ²	2 ²	5 ²	5 ²	5 ²
Game Fowl	--	--	10 ³	15 ³	25 ³	30	35	40
Goats	.125	8	NA	4/AC ¹	4/AC ¹	4/AC ¹	4/AC ¹	4/AC ¹
Guinea Pigs	.02	50	10 ²	20 ²	20 ²	20 ²	30 ²	30 ²
Horses	1	1	NA	2/AC	2/AC	2/AC	2/AC	2/AC
Llamas	1	1	NA	2/AC ¹	2/AC ¹	2/AC ¹	2/AC ¹	2/AC ¹
Mules	1	1	NA	2/AC ¹	2/AC ¹	2/AC ¹	2/AC ¹	2/AC ¹
Ostriches	.066	15	NA	2/AC ¹	5/AC ¹	5/AC ¹	5/AC ¹	5/AC ¹
Peafowl	--	--	10 ³	15 ³	25 ³	30	35	40
Pigeons	--	--	See Note 3	See Note 3	See Note 3	See Note 3	See Note 3	See Note 3
Rabbits	0.08	12.5	10 ²	20 ²	20 ²	20 ²	30 ²	30 ²
Sheep	0.25	4	NA	4/AC ¹	4/AC ¹	4/AC ¹	4/AC ¹	4/AC ¹
Swine	0.25	4	NA	4/AC ¹	4/AC ¹	4/AC ¹	4/AC ¹	4/AC ¹
Turkeys	.02	50	NA	2/AC ¹	2/AC ¹	4/AC ¹	10/AC ¹	10/AC ¹
<i>Type of Use</i>								
Private Kennel/Cattery ⁴	--	--	4	22	22	22	22	22
Commercial Kennel	--	--	NA	See Note 5	See Note 5	See Note 5	See Note 5	See Note 5
LCO	--	--	NA	NA	NA	NA	NA	NA

NOTES:

- ¹ *These livestock are permitted only if the owner or resident is a registered member of a 4-H or FFA or other agricultural educational program.*
- ² *This animal is considered a “household pet” in this category and the number of animals specified shall be counted toward the maximum number of household pets allowed.*
- ³ *Allowed by Special Use Permit.*
- ⁴ *Maximum allowed by Special Use Permit. The number specified is the maximum additional dogs and/or cats permissible over the number allowed as a Use By Right.*
- ⁵ *Allowed by Conditional Use Permit.*
- ⁶ *Detached, Single Family Uses may keep up to six (6) chickens for household purposes in accordance with Section 4-22-07.*
- ⁷ *Detached, Single Family Uses may keep up to two (two) bee colonies for household purposes in accordance with Section 4-22-08.*

Animal Densities and Uses, Cont.

R-1-A, R-1-C, SINGLE FAMILY RESIDENTIAL ZONE DISTRICTS	<1.0 AC	1 AC to 2.0 AC	>2 AC to 5.0 AC	>5 AC to 10 AC	>10 AC to 35 AC	>35 AC
Maximum Number of Household Pets Allowed	10	20	20	20	30	30

<i>Type of Animal</i>	Lot size <1.0 AC	Lot size 1 AC to 2.0 AC	Lot size >2 AC to 5.0 AC	Lot size >5 AC to 10 AC	Lot size >10 AC to 35 AC	Lot size >35 AC
Alpacas	NA	NA	NA	NA	NA	NA
Beefalo	NA	NA	NA	NA	NA	NA
Bees (Colonies) ⁵	NA	5 ²	5 ²	5	10	25
Burros	NA	NA	NA	NA	NA	NA
Buffalo	NA	NA	NA	NA	NA	NA
Cats	3 ¹	4 ¹	4 ¹	4 ¹	5 ¹	5 ¹
Cattle	NA	NA	NA	NA	NA	NA
Chickens (Hens) ⁴	NA	NA	NA	NA	NA	NA
Chickens (Roosters)	NA	NA	NA	NA	NA	NA
Chinchillas	2 ¹	3 ¹	3 ¹	3 ¹	4 ¹	4 ¹
Deer	NA	NA	NA	NA	NA	NA
Dogs	2 ¹	3 ¹	3 ¹	3 ¹	4 ¹	4 ¹
Ducks/Geese	NA	NA	NA	NA	NA	NA
Elk	NA	NA	NA	NA	NA	NA
Emus	NA	NA	NA	NA	NA	NA
Ferrets	2 ¹	3 ¹	3 ¹	4 ¹	4 ¹	4 ¹
Game Fowl	NA	NA	NA	NA	NA	NA
Goats	NA	NA	NA	NA	NA	NA
Guinea Pigs	2 ¹	3 ¹	3 ¹	4 ¹	4 ¹	4 ¹
Horses	NA	NA	NA	NA	NA	NA
Llamas	NA	NA	NA	NA	NA	NA
Mules	NA	NA	NA	NA	NA	NA
Ostriches	NA	NA	NA	NA	NA	NA
Peafowl	NA	NA	NA	NA	NA	NA
Pigeons	See Note 2	See Note 2	See Note 2	See Note 2	See Note 2	See Note 2
Rabbits	2 ¹	3 ¹	3 ¹	4 ¹	4 ¹	4 ¹
Sheep	NA	NA	NA	NA	NA	NA
Swine	NA	NA	NA	NA	NA	NA
Turkeys	NA	NA	NA	NA	NA	NA
<i>Type of Use</i>						
Private Kennel/Cattery ²	4	22	22	22	22	22
Commercial Kennel	NA	NA	NA	NA	NA	NA
LCO	NA	NA	NA	NA	NA	NA

NOTES:

¹ This animal is considered a “household pet” in this category and the number of animals specified shall be counted toward the maximum number of household pets allowed.

² Allowed by Special Use Permit.

³ Maximum allowed by Special Use Permit. The number specified is the maximum additional dogs and/or cats permissible over the number allowed as a Use by Right.

⁴ Detached, Single Family Uses may keep up to six (6) chickens for household purposes in accordance with Section 4-22-07.

⁵ Detached, Single Family Uses may keep up to two (two) bee colonies for household purposes in accordance with Section 4-22-08.

Animal Densities and Uses, Cont.

R2, DUPLEX ZONE DISTRICT AND MH, MOBILE HOME ZONE DISTRICTS	<1.0 AC	1 AC to 2.0 AC	>2 AC to 5.0 AC	>5 AC to 10 AC	>10 AC to 35 AC	>35 AC
Maximum Number of Household Pets Allowed	8	15	15	15	25	25

<i>Type of Animal</i>						
Alpacas	NA	NA	NA	NA	NA	NA
Beefalo	NA	NA	NA	NA	NA	NA
Bees (Colonies) ⁶	NA	NA	NA	NA	NA	NA
Burros	NA	NA	NA	NA	NA	NA
Buffalo	NA	NA	NA	NA	NA	NA
Cats	2 ¹	3 ¹	3 ¹	3 ¹	4 ¹	4 ¹
Cattle	NA	NA	NA	NA	NA	NA
Chickens (Hens) ⁵	NA	NA	NA	NA	NA	NA
Chickens (Roosters)	NA	NA	NA	NA	NA	NA
Chinchillas	2 ¹	3 ¹	3 ¹	3 ¹	4 ¹	4 ¹
Deer	NA	NA	NA	NA	NA	NA
Dogs	2 ¹	3 ¹	3 ¹	3 ¹	4 ¹	4 ¹
Ducks/Geese	NA	NA	NA	NA	NA	NA
Elk	NA	NA	NA	NA	NA	NA
Emus	NA	NA	NA	NA	NA	NA
Ferrets	2 ¹	3 ¹	3 ¹	3 ¹	4 ¹	4 ¹
Game Fowl	NA	NA	NA	NA	NA	NA
Goats	NA	NA	NA	NA	NA	NA
Guinea Pigs	2 ¹	3 ¹	3 ¹	3 ¹	4 ¹	4 ¹
Horses	NA	NA	NA	NA	NA	NA
Llamas	NA	NA	NA	NA	NA	NA
Mules	NA	NA	NA	NA	NA	NA
Ostriches	NA	NA	NA	NA	NA	NA
Peafowl	NA	NA	NA	NA	NA	NA
Pigeons	See Note 2	See Note 2	See Note 2	See Note 2	See Note 2	See Note 2
Rabbits	2 ¹	3 ¹	3 ¹	3 ¹	4 ¹	4 ¹
Sheep	NA	NA	NA	NA	NA	NA
Swine	NA	NA	NA	NA	NA	NA
Turkeys	NA	NA	NA	NA	NA	NA
<i>Type of Use</i>						
Private Kennel/Cattery ²	4	22	22	22	22	22
Commercial Kennel	NA	NA	NA	NA	NA	NA
LCO	NA	NA	NA	NA	NA	NA

NOTES:

¹ This animal is considered a "household pet" in this category and the number of animals specified shall be counted toward the maximum number of household pets allowed.

² Allowed by Special Use Permit.

³ Maximum allowed by Special Use Permit. The number specified is the maximum additional dogs and/or cats permissible over the number allowed as a Use by Right.

⁴ Within the MH Zone District, the numbers listed above apply to individual mobile home lots or spaces.

⁵ Detached, Single Family Uses may keep up to six (6) chickens for household purposes in accordance with Section 4-22-07.

⁶ Detached, Single Family Uses may keep up to two (two) bee colonies for household purposes in accordance with Section 4-22-08.

Animal Densities and Uses, Cont.

R-3, R-4, MULTI-FAMILY ZONE DISTRICTS	
Maximum Number of Household Pets Allowed	5
<i>Type of Animal</i>	
Alpacas	NA
Beefalo	NA
Bees (Colonies) ⁵	NA
Buffalo	NA
Burros	NA
Cats	1 ²
Cattle	NA
Chickens (Hens) ⁴	NA
Chickens (Roosters)	NA
Chinchillas	2 ²
Deer	NA
Dogs	1 ²
Ducks/Geese	NA
Elk	NA
Emus	NA
Ferrets	2 ²
Game Birds	NA
Goats	NA
Guinea Pigs	2 ²
Horses	NA
Llamas	NA
Mules	NA
Ostriches	NA
Peafowl	NA
Pigeons	See Note 3
Rabbits	2 ²
Sheep	NA
Swine	NA
Turkeys	NA
<i>Type of Use</i>	
Private Kennel/Cattery ⁴	NA
Commercial Kennel	NA
LCO	NA

NOTES:

- ¹ All Restrictions noted in this table are on a “per unit” basis and apply to each individual unit in a multi-family development.
- ² This animal is considered a “household pet” in this category and the number of animals specified shall be counted toward the maximum number of household pets allowed.
- ³ Allowed by Special Use Permit.
- ⁴ *Detached, Single Family Uses may keep up to six (6) chickens for household purposes in accordance with Section 4-22-07.*
- ⁵ *Detached, Single Family Uses may keep up to two (two) bee colonies for household purposes in accordance with Section 4-22-08.*

Animal Densities and Uses, Cont.

C-0 THROUGH C-5, COMMERCIAL AND I-1, I-2, AND I-3 ZONE DISTRICTS	<1.0 AC	1 AC to 2.0 AC	>2 AC to 5.0 AC	>5 AC to 10 AC	>10 AC to 35 AC	>35 AC
<i>Type of Animal</i>						
Alpacas	NA	NA	NA	NA	NA	NA
Beefalo	NA	NA	NA	NA	NA	NA
Bees (Colonies) ⁵	NA	5	5	10	25	25
Burros	NA	NA	NA	NA	NA	NA
Buffalo	NA	NA	NA	NA	NA	NA
Cats	NA	NA	NA	NA	NA	NA
Cattle	NA	NA	NA	NA	NA	NA
Chickens (Hens) ⁴	NA	NA	NA	NA	NA	NA
Chickens (Roosters)	NA	NA	NA	NA	NA	NA
Chinchillas	NA	NA	NA	NA	NA	NA
Deer	NA	NA	NA	NA	NA	NA
Dogs	NA	NA	NA	NA	NA	NA
Dogs, Guard	2 ²	2 ²	2 ²	2 ²	2 ²	2 ²
Ducks/Geese	NA	NA	NA	NA	NA	NA
Elk	NA	NA	NA	NA	NA	NA
Emus	NA	NA	NA	NA	NA	NA
Ferrets	NA	NA	NA	NA	NA	NA
Game Fowl	NA	NA	NA	NA	NA	NA
Goats	NA	NA	NA	NA	NA	NA
Guinea Pigs	NA	NA	NA	NA	NA	NA
Horses	NA	NA	NA	NA	NA	NA
Llamas	NA	NA	NA	NA	NA	NA
Mules	NA	NA	NA	NA	NA	NA
Ostriches	NA	NA	NA	NA	NA	NA
Peafowl	NA	NA	NA	NA	NA	NA
Pigeons	See Note 3	See Note 3	See Note 3	See Note 3	See Note 3	See Note 3
Rabbits	NA	NA	NA	NA	NA	NA
Sheep	NA	NA	NA	NA	NA	NA
Swine	NA	NA	NA	NA	NA	NA
Turkeys	NA	NA	NA	NA	NA	NA
<i>Type of Use</i>						
Private Kennel/Cattery ³	NA	NA	NA	NA	NA	NA
Commercial Kennel	NA	NA	NA	NA	NA	NA
LCO	NA	NA	NA	NA	NA	NA
NOTES: ¹ Non-conforming single family residences located in these zone districts will be required to conform to the requirements of for the R-1-A and R-1-C Zone Districts. ² An additional three (3) guard dogs, over the two (2) allowed as a Use-by-Right, may be allowed by Special Use Permit. ³ Allowed by Special Use Permit. ⁴ Detached, Single Family Uses may keep up to six (6) chickens for household purposes in accordance with Section 4-22-07. ⁵ Detached, Single Family Uses may keep up to two (two) bee colonies for household purposes in accordance with Section 4-22-08.						

4-23 MANAGEMENT PLANS**4-23-01 PURPOSE**

Management plans are intended to provide for the long term maintenance and care of open space and other large tracts of land created through the subdivision or Planned Unit Development process.

4-23-02 APPLICABILITY

Any subdivision or Planned Unit Development including a conservation area, common open space, agricultural land or tracts that are not building sites, shall include a management plan as part of the Development Agreement and/or Subdivision Improvements Agreement for that project.

4-23-03 PROCESS

The first application for any sketch plan, preliminary plat or preliminary development plan including conservation area, common open space, agricultural land or tracts that are not building sites, shall include a proposed preliminary management plan. The preliminary plan may be composed of text, graphics and/or photographs and shall include, as a minimum, the following elements:

1. The name of the project;
2. The name, address and phone number of the person preparing the management plan;
3. The name, address and phone number of the person(s) responsible for maintaining the property included in the management plan;
4. The precise, proposed use(s) of the property to be included in the management plan;
5. The goals of the management plan;
6. The legal description of the property included in the management plan;
7. The availability of irrigation water, and if available, the amount of water, the name of the ditch company and the method of delivering the water to the site;
8. A brief narrative describing the methods to be used to control runoff, wind and water erosion, noxious weeds and pests;
9. A description of the current condition of the property, including photographs or other graphic representations of any areas having been identified as needing reclamation, restoration or other special attention;

10. A description by common name and scientific name of any species of plants or animals to be introduced to the site and an explanation of the reasons for such introduction;
11. A description by common name and scientific name of any species of plants or animals to be eliminated from the site, the reasons for such elimination and the time table for elimination;
12. A plan for financing current improvements;
13. A plan for long term maintenance and monitoring of the property; and
14. A contingency plan for maintenance of the property if irrigation water is removed from the site.

4-23-04 REVIEW CRITERIA

The Board of County Commissioners shall consider the following criteria when reviewing a proposed management plan:

1. The proposed management plan includes all the elements described in Section 4-23-03;
2. The management plan provides for best available practices to maintain the property for the uses(s) specified in the management plan;
3. Noxious weeds shall be properly controlled on the property;
4. Wetlands and wildlife habitat included in the property shall be properly protected;
5. An individual or organization is designated to provide an adequate funding mechanism to ensure maintenance and annual monitoring of the property for the life of the project;
6. An adequate mechanism is included in the management plan to keep the County informed of any changes in ownership or responsibility for the management of the property and to report the results of the annual monitoring to the Director of Community and Economic Development; and
7. The contingency plan is adequate to provide for the long term maintenance of the site if irrigation water is removed from the site or the use of the site changes significantly.

4-23-05 FINAL APPROVAL

Final approval of any applicable subdivision or Planned Unit Development by the Board of County Commissioners shall include consideration of the final management plan for the site. The management plan shall be included in the Development Agreement or Subdivision Improvements Agreement for the project.

4-23-06 AMENDMENTS

Minor adjustments to management plans may be authorized by the Director of Community and Economic Development upon a finding the original intent and purpose of the management plan is preserved. If the Director of Community and Economic Development determines the adjustments are not minor or they will change the intent and purpose of the original management plan, the plan shall be reviewed by the Board of County Commissioners at a public hearing with notice as required for a final plat.

4-24 NONCONFORMING CONDITIONS

4-24-01 CONTINUATION OF USE

A nonconforming use may be continued and a nonconforming building may continue to be occupied, except as both of the foregoing are otherwise provided for in Section 4-24.

4-24-02 REPAIR, MAINTENANCE AND RECONSTRUCTION OF NONCONFORMING STRUCTURES OR USES

4-24-02-01 MINOR REPAIRS PERMITTED

Minor repairs to and routine maintenance of property where nonconforming conditions exist are permitted and encouraged. Such work may require a building permit.

4-24-02-02 MAJOR REPAIRS REQUIRES ZONING APPROVAL

Major repairs (i.e., work or renovation estimated to cost more than fifty percent (50%) of the market value of the structure to be renovated) may be done only in accordance with a zoning review approval and building permit. Major repair work requires approval by the Director of Community and Economic Development. Major repair work must meet the requirements of Section 4-24-03.

4-24-02-03 DETERMINATION OF THE VALUE OF REPAIRS

In determining the value of repairs for purposes of application of Sections 4-24-02-01 and 4-24-02-02, the following definitions and procedures shall apply:

1. The costs of renovation or repair or replacement shall mean the fair market value of the materials and labor necessary to accomplish the renovation, repair or replacement.
2. The cost of renovation or repair or replacement shall mean the total cost of all intended work. No person may seek to avoid the intent of this Section by doing work incrementally.
3. The market value shall mean either the market value for property for tax purposes, updated as necessary by the increase in the consumer price index since the date of the last valuation, or the valuation determined by an independent qualified appraiser, mutually selected by the Director of

Community and Economic Development and the property owner. A qualified appraiser shall be a Member of the Appraisal Institute (M.A.I.) or an Accredited Rural Appraiser (A.R.A.). If a disagreement concerning the valuation occurs, an appraisal shall be requested by the Director of Community and Economic Development. The property owner shall pay the cost of an appraisal.

4-24-02-04 ZONING REVIEW APPROVAL PROCEDURE AND CRITERIA

The Director of Community and Economic Development shall approve issuance of a zoning review approval if the Director of Community and Economic Development finds, in completing the renovation, repair or replacement work:

1. No violation of Section 4-24-03 will occur; and
2. The property owner will comply to the extent reasonably possible with all provisions of these standards and regulations applicable to the existing use with the following limitations:
 - a. The property owner shall not lose the right to continue a nonconforming use.
 - b. Compliance with a requirement of these standards and regulations is not reasonably possible if compliance cannot be achieved without adding additional land to the lot where the nonconforming situation is maintained or moving a substantial structure placed on a permanent foundation.

4-24-03 EXTENSION OR ENLARGEMENT OF NONCONFORMING CONDITIONS

4-24-03-01 NO INCREASE IN NONCONFORMITY

Except as specifically provided in this Section 4-24-03, no person may engage in any activity causing an increase in the extent of nonconformity of a nonconforming situation. In particular, physical alteration of structures or the placement of new structures on open land is unlawful if such activity results in:

1. An increase in the total amount of space devoted to a nonconforming use; or
2. Greater dimensional nonconformity with respect to restrictions such as setback requirements, height limitations, density requirements; or
3. Increase in exposure to natural or man-made hazards restricting development. Requirements or restrictions of each applicable overlay zone

district must be met prior to allowing any expansion or enlargement of a nonconforming situation.

4-24-03-02 NONCONFORMING USE MAY BE EXPANDED INTO OTHER PORTIONS OF THE SAME BUILDING

A nonconforming use may be extended throughout any portion of a completed building which, when the use was made nonconforming, was manifestly designed or arranged to accommodate such use. However, a nonconforming use may not be extended to additional buildings or to land outside the original building.

4-24-03-03 NONCONFORMING USE MAY NOT BE EXPANDED TO COVER MORE LAND

A nonconforming use of open land may not be extended to cover more land than was occupied by said use when it became nonconforming.

4-24-03-04 NONCONFORMING USE MAY BE INCREASED IN INTENSITY

The volume, intensity, or frequency of use of property where a nonconforming situation exists may be increased and the equipment or processes used at a location where a nonconforming situation exists may be changed if these or similar changes amount only to changes in the degree of activity rather than changes in kind and the increase in activity does not result in a violation of any other provision contained in Section 4-24. In addition, such increases in activity may not violate other requirements of these standards and regulations.

4-24-03-05 SINGLE-FAMILY HOMES MAY BE EXPANDED

Any structure used for single family residential purposes and maintained as a nonconforming use may be enlarged or replaced with a similar structure of a larger size, so long as the enlargement or replacement does not create new nonconformities, that is, nonconformities not in existence at the time of such enlargement or replacement, or increase the extent of existing nonconformities with respect to such matters as setback and parking requirements. The intent is to allow, for example, a room addition for a home, which may have a nonconforming setback. Extension of the nonconforming wall would be allowed as long as the degree of setback encroachment was not increased or a new setback encroachment did not occur. Also, this would allow replacement of a home, which is a primary use (and nonconforming) in an industrial zone district.

The replacement or expansion of a single-family residence is subject to the limitations established by Section 4-24-05.

**4-24-03-06 ADMINISTRATIVE REMEDIES FOR EXTENSION OR ENLARGEMENT
OF NONCONFORMING CONDITIONS****4-24-03-06-01 REQUEST PERMIT OR REZONING**

Those persons owning properties, which have nonconforming uses, may apply for a Special Use Permit, Conditional Use Permit or Rezoning, as appropriate, in an effort to come into compliance with the requirements of these standards and regulations.

4-24-03-06-02 REQUEST VARIANCE

Those persons owning properties with structures or uses with dimensional nonconformities, but a conforming use of land or buildings, may apply to the Board of Adjustment for a variance if they wish to expand or enlarge the structure or use of land.

4-24-03-06-03 APPEAL DETERMINATION TO BOARD OF ADJUSTMENT

Those owners or developers of land who disagree with the interpretation of an administrative official regarding a determination that a nonconforming situation exists may appeal the administrative decision to the Board of Adjustment.

4-24-03-06-04 APPEAL TO DISTRICT COURT

Final decisions of the Board of County Commissioners or Board of Adjustment may be appealed to the District Court in accordance with the provisions of State Statutes.

4-24-03-07 NONCONFORMING MOBILE HOME PARK**4-24-03-07-01 CONTINUATION OF USE OF EXISTING MOBILE HOMES IN
A NONCONFORMING MOBILE HOME PARK**

Continued use of those owner-occupied mobile homes existing within a nonconforming mobile home park shall be allowed regardless of whether or not past approval of a building permit or occupancy permit was granted by the County, and regardless of whether or not the mobile home meets the general requirements of the mobile home dwelling zone district, provided the following minimum standards are met:

1. The mobile home remains in its existing location within a nonconforming mobile home park.

2. The mobile home is not subject to a condition which constitutes an immediate public health and/or safety problem for the residents of the mobile home park as determined by the Director of Community and Economic Development. Examples of an immediate public health and safety problems include but are not limited to the following: improper installation of gas lines, unstable blocking or tie downs which could cause the unit to collapse, additions to mobile homes considered dangerous structures under provisions of the County Building Code, mobile homes located in a public right of way, mobile homes located over a slope that is considered unstable or excessively steep, inadequate water pressure for fire protection at a particular mobile home or inadequate access within the nonconforming mobile home park which would hinder the ability to reach a particular mobile home for firefighting purposes, contaminated well water, and blocked or failed individual sewage disposal systems.

4-24-03-07-02 *RECREATIONAL VEHICLES NOT TO BE USED AS DWELLING UNITS*

Residences, which do not meet the definition of mobile home, but are instead considered recreational vehicles or travel trailers, are not considered to be nonconforming under this provision and are not allowed to be used as dwelling units in nonconforming mobile home parks.

4-24-03-07-03 *PLACEMENT OR REPLACEMENT OF A MOBILE HOME IN A NONCONFORMING MOBILE HOME PARK*

Placement of a mobile home on a vacant space or replacement of an existing mobile home within a nonconforming mobile home park is allowed under the following conditions:

1. The mobile home park has placed on file with the County the following:
 - a. A complete site plan which establishes the location of mobile home spaces and utility hookups and the total number of mobile home spaces allowed historically.
 - b. A fire protection plan approved by the applicable fire district addressing the following items: adequate water pressure for fire protection, adequate minimum distance for fire hydrants, and adequate access for fire protection purposes.
 - c. Demonstration of adequacy of water and sewer service through approval of the Water and Sanitation District serving the park (or approval of well and individual

sewage disposal systems by the Division of Water Resources and Tri-County Health Department).

- d. No mobile homes within the mobile home park have been determined to be subject to a condition, which constitutes an immediate public health, and/or safety problem for the residents as described in Section 4-24-03-07-01.
 - e. Provision of screening or buffering of adjacent less intense uses if determined necessary by the Director of Community and Economic Development.
2. The new mobile home meets the following placement requirements:
- a. Mobile Home Setbacks
 - (1) *Side Setback*: The minimum required distance between homes, not including any attached structures, is ten (10) feet. The distance between units is measured from the longest dimension side of one unit to the longest dimension side of the other unit.
 - (2) *Rear Setback*: The minimum required distance between homes, not including any attached structures, is six (6) feet. The distance between units is measured from the most narrow dimension side of one unit to the most narrow dimension side of another unit.
 - (3) *Rear to Side Setback*: If the homes are placed such that a most narrow dimension side of one unit is placed in proximity to a longest dimension side of another unit, the setback between these units on those sides, not including any attached structures, is six (6) feet.
 - (4) *Front Setback*: The minimum required distance between a home including any attached structures and the road is three (3) feet.
 - b. Attached or Detached Accessory Structures
 - (1) *Minimum Required Distance Between a Mobile Home and a Detached Accessory Structure*: Three (3) feet from a noncombustible structure and six (6) feet from a combustible structure.
 - (2) *Minimum Required Distance Between a Mobile Home and an Attached Accessory Structure Not Used for Living Quarters on an Adjacent Mobile Home*: Three (3) feet from a noncombustible attached structure and six (6) feet from a combustible attached structure.

- (3) *Minimum Required Distance Between a Mobile Home and an Attached Accessory Structure Used For Living Quarters on an Adjacent Mobile Home:* Ten (10) feet.
 - c. *Off Road Parking:* Two (2) off road parking spaces of nine (9) feet by nineteen (19) feet dimensions are provided for each mobile home, unless the road fronting the mobile home is thirty-five (35) feet or more in width, in which case one (1) on road parking space and one (1) off road parking space of nine (9) feet by nineteen (19) feet dimensions per mobile home is required.
 - d. *Setbacks from Property Lines:* The minimum required setbacks for those mobile homes placed on spaces adjacent to a property boundary line is five (5) feet. A greater setback may be required in those circumstances where a utility easement exists along the property boundary line. If a utility easement exists along the property boundary line, the setback shall be as established by the utility companies. In no case, can the setback be reduced to less than five (5) feet.
 - e. *Minimum Floor Area:* two-hundred-fifty-six (256) square feet.
3. Installation and construction of attached and detached accessory structures are subject to the provisions of the County Building Code.
 4. Set up and tie down provisions of the County Building Code and standards for placement of manufactured homes of the mobile home dwelling zone district shall be met.

4-24-04 CHANGE IN USE

4-24-04-01 CHANGE IN USE TO CONFORM TO SECTION 4-24-03

A change in use of property where a nonconforming situation exists may not be made except in accordance with Section 4-24-03.

4-24-04-02 CHANGE IN USE TO CONFORMING USE PERMITTED

If the intended change in use is a principal use permissible in the zone district where the property is located, and if all of the other requirements of these standards and regulations can be complied with, permission to make the change must be obtained in the same manner as permission to make the initial use of a vacant lot. Once conformity with the provisions of these standards and regulations is achieved, the property may not revert to its nonconforming status.

4-24-04-03 CHANGE IN USE TO CONFORM TO SECTION 4-24-03

If the intended change in use is to a principal use permissible in the zone district where the property is located, but all of the requirements of these standards and regulations cannot reasonably be complied with, then the change is permissible if the entity authorized to issue a permit for that particular use issues the required permit which would authorize the change. Conditions may be placed on any permit issued in order to mitigate any impact, which would result from not meeting these standards and regulations. This permit may be issued if the permit issuing authority finds, in addition to any other findings which may be required by these standards and regulations, that:

1. The intended change will not result in a violation of Section 4-24-03; and
2. All of the applicable requirements of these standards and regulations can reasonably be complied with will be complied with. Compliance is not reasonably possible if compliance cannot be achieved without adding additional land to the lot where the nonconforming situation is maintained or moving a substantial structure placed on a permanent foundation. In no case may an applicant be given permission to construct a building or add to an existing building if additional nonconformities would be created.

4-24-04-04 CHANGE IN USE TO CONFORM TO SECTION 4-24-03

If the intended change in use is to another principal use, which is nonconforming in the zone district in which the property is located, then the change is permissible if the permit issuing authority formally approves the change. Conditions may be placed on any permit issued in order to mitigate any impact, which would result from not meeting these standards and regulations. The permit issuing authority may issue the permit if it finds, in addition to other findings which may be required by these standards and regulations, that:

1. The use requested is one which is permissible in some zone districts with either a zoning review approval and building permit, special use, or conditional use permit;
2. The intended change will not result in a violation of Section 4-24-03;
3. All of the applicable requirements of these standards and regulations, which can reasonably be complied with will be complied with. Compliance is not reasonably possible if compliance cannot be achieved without adding additional land to the lot where the nonconforming situation is maintained or moving a substantial structure placed on a permanent foundation. In no case may an applicant be given permission to construct a building or add to an existing building if additional nonconformities would be created; and

4. The proposed development will have less of an adverse impact on those most affected by it and will be more compatible with the surrounding neighborhood than the use in operation.

4-24-05 ABANDONMENT OF USE AND DISCONTINUANCE OF NONCONFORMING SITUATION

If active and continuous operations are not carried on in a nonconforming use during a continuous period of six (6) months, the building, other structure or tract of land where such nonconforming use previously existed shall thereafter be occupied and used only by a conforming use. Intent to resume active operations shall not affect the foregoing. The burden of proof an operation has been continuous rests with the owner or operator of the use. The evidence an operation has been continuous must be clear, indicate that at the specific time in question the use was in operation, and must be conclusive.

4-24-06 NONCONFORMING LOT

4-24-06-01 NONCONFORMING LOTS USING WELL AND SEPTIC

No lot existing at the time of passage of these standards and regulations or any amendment thereto, shall be required to be reduced or enlarged to conform to the requirements on lot sizes, except those requirements pertaining to the use of individual wells and septic systems.

4-24-06-02 NONCONFORMING LOTS CREATED PRIOR TO JULY 1, 1972

On tracts of land in the A-3 and A-2 zone districts created prior to July 1, 1972, which do not meet the minimum lot size requirement, construction of a single family dwelling shall be allowed subject to the minimum requirements of the A-1 zone district.

4-24-07 NON-CONFORMING USES, STRUCTURES, AND NATURAL OBJECTS LOCATED WITHIN THE AVIATION INFLUENCE AREA

This Section shall not be construed to require the removal, or alteration of any lawful constructed building, structure, or use in existence at the time this regulation is adopted. Nor shall this section be construed to require any change in the construction, alteration, or intended use of any structure in cases where a building permit for the construction or alteration of a structure was issued prior to the adoption of this Section.

4-24-07-01 NON-CONFORMING USES LOCATED IN NOISE OVERLAY**4-24-07-01-01 *EXISTING SINGLE FAMILY HOMES MAY CONTINUE***

Previously approved and lawfully constructed single family homes may continue, but are subject to the provisions regarding enlargement or reconstruction of the single family homes as cited below.

4-24-07-01-02 *EXISTING UNDEVELOPED LAND ENCOURAGED TO CHANGE USES*

Previously zoned and platted residential areas which are vacant are encouraged to change land uses in order to ensure future compatibility with this overlay zone district.

4-24-07-01-03 *NEW SINGLE FAMILY HOMES MAY BE CONSTRUCTED*

New single family dwellings may be constructed on parcels or lots created prior to the effective date of these standards and regulations, or as allowed by State Statute, or when located on previously zoned and platted residential areas, provided appropriate interior noise level reduction measures are employed during construction.

Plans, which illustrate the noise reduction measures that will be employed, must be certified by a registered professional engineer. Issuance of a certificate of occupancy shall remain dependent upon the faithful execution of the certified noise reduction construction plan as submitted upon building permit application.

4-24-07-01-04 *ENLARGEMENT AND REPLACEMENT OF SINGLE FAMILY HOMES*

Proposals to enlarge, or reconstruct non-conforming single-family residences must employ interior noise level reduction measures for the structure or portion of the structure subject to the building permit.

Plans, which illustrate the noise reduction measures that will be employed, must be certified by a registered professional engineer. Issuance of a certificate of occupancy shall remain dependent upon the faithful execution of the certified noise reduction construction plan as submitted upon building permit application.

4-24-07-01-05 *ENLARGEMENT AND REPLACEMENT OF NON-RESIDENTIAL STRUCTURES*

Proposals to reconstruct non-conforming office, commercial, or other non-residential structures must employ interior noise level reduction measures for the structure, or portion of the structure occupied by members of the public.

Plans, which illustrate the noise reduction measures that will be employed, must be certified by a registered professional engineer. Issuance of a certificate of occupancy shall remain dependent upon the faithful execution of the certified noise reduction construction plan as submitted upon building permit application.

4-24-07-02 *NON CONFORMING USES LOCATED OUTSIDE THE NOISE OVERLAY ZONE DISTRICT AND IN THE AVIATION INFLUENCE AREA*

4-24-07-02-01 *AIRCRAFT ACTIVITY COVENANT WITH DISCLOSURE REQUIRED*

Aircraft Activity Covenant with Disclosure, which acknowledges and permits the creation of noise by aviation operations shall be signed and recorded prior to issuance of a building permit for a residence within the noise overlay zone district.

4-24-07-02-02 *LIGHTS AND MARKER INSTALLATION*

The owner of any existing nonconforming structure is required to permit the installation, operation, and maintenance of markers and lights as deemed necessary by the aviation authority or operator, to indicate to the operators of aircraft in the vicinity of the aviation facilities the presence of aviation hazards.

ⁱ Adopted by the BOCC on December 16, 2014

CHAPTER 11—DEFINITIONS

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Chapter 11—DEFINITIONS

11-01 RULES OF CONSTRUCTION

This chapter contains definitions of words, terms, and phrases used in these standards and regulations.

The following rules of construction apply:

1. All words, terms, and phrases shall be construed and understood according to the common and approved usage of the language, unless otherwise defined;
2. Words, terms, and phrases used in the present include the future tense, and words, terms, and phrases used in the future tense include the present tense;
3. The word “shall” is mandatory;
4. The word “may” is permissive;
5. Words, terms, and phrases used in the singular include the plural, and words, terms, and phrases used in the plural include the singular; and
6. Words, terms, and phrases used in the masculine include the feminine, and words, terms, and phrases in the feminine include the masculine.

11-02 **WORDS, TERMS OR PHRASES**

The following listed words, terms, or phrases are defined as follows.

11-02-01 **100-YEAR FLOOD**

A flood having a recurrence interval that has a one-percent chance of being equaled or exceeded during any given year (1-percent-annual-chance-flood). The terms "base flood", "one-hundred-year flood" and "one percent chance flood" are synonymous with the term "100-year flood." The term does not imply that the flood will necessarily happen once every one hundred years.

*Adopted by the BOCC on June 27, 2011.

11-02-02 **100-YEAR FLOODPLAIN**

The area of land susceptible to being inundated as a result of the occurrence of a one-hundred-year flood.

*Adopted by the BOCC on June 27, 2011.

11-02-03 **500-YEAR FLOOD**

A flood having a recurrence interval that has a 0.2-percent chance of being equaled or exceeded during any given year (0.2-percent-chance-annual-flood). The term does not imply that the flood will necessarily happen once every five hundred years.

*Adopted by the BOCC on June 27, 2011.

11-02-04 **500-YEAR FLOODPLAIN**

The area of land susceptible to being inundated as a result of the occurrence of a five-hundred-year flood.

*Adopted by the BOCC on June 27, 2011.

11-02-05 ABANDONMENT OF USE

If active and continuous operations are not carried on in a nonconforming use during a continuous period of six months, the building, other structure or tract of land where such nonconforming use previously existed shall thereafter be occupied and used only for a conforming use. Intent to resume active operations shall not affect the forgoing. The burden of proof that an operation has been continuous rests with the owner or operator of the use. The evidence an operation has been continuous must be clear, indicate at the specific time in question the use was in operation, and must be conclusive.

11-02-06 ACCESS

Provision for the passage of vehicles by a public or private street, or by a driveway connected to a public or private street, such that delivery of people, goods, and services is possible to individual properties or buildings.

11-02-07 ACCESSORY STRUCTURE (OR BUILDING)

An ancillary or subordinate structure which the use of is incidental to and customary in connection with the principal building or use and which is located on the same zoning lot as the principal building or use.

11-02-08 ACCESSORY USE

A subordinate use, which is incidental and customary in connection with the principal building or use and is located on the same zoning lot as the principal building or use.

11-02-09 ADJACENT LOT

A lot or parcel of land, which shares all, or part of a common lot or property line with another lot.

11-02-10 ADJACENT PROPERTY OWNERS (IN REGARD TO NOTIFICATION)

Lots containing existing residences, grounds, or other types of structures located on the same street frontage as the subject lot and is located within one- hundred-fifty (150) feet of the opposite side of the street for an equal

distance. If there are no structures within this area, structures within a distance of five hundred (500) feet from all property lines will be considered adjacent properties.

11-02-11 ADULT ARCADE

An establishment where one (1) or more still or motion picture projectors, slide projectors, or other image producing machines, for viewing by five (5) or fewer persons each, are used to show films, motion pictures, video cassettes, slides, or other photographic reproductions which are characterized by the depiction or description of “specified sexual activities” or “specified anatomical area”.

11-02-12 ADULT BOOKSTORE

See “Adult Novelty Store”.

11-02-13 ADULT CABARET

A nightclub, bar, restaurant “pop shop”, or similar commercial establishment which features: (a) persons who appear nude or in a state of nudity or seminude; (b) live performances which are characterized by the exposure of “specified anatomical areas” or by “specified sexual activities”, or films, motion pictures, video cassettes, slides, or other photographic reproductions which are characterized by the depiction or description of “specified sexual activities” or “specified anatomical areas”.

11-02-14 ADULT MOTEL

A motel, hotel or similar commercial establishment which: (a) offers public accommodations and provides patrons with closed-circuit television transmissions, films, motion pictures, video cassettes, slides, or other photographic reproductions which are characterized by the depiction or description of “specified sexual activities” or “specified anatomical areas” and which advertises the availability of this sexually -oriented type of material by means of a sign visible from the public right-of-way, or by means of any off-premises advertising including, but not limited to, newspapers, magazines, pamphlets or leaflets, radio or television, or (b) offers a sleeping room for rent for a period of time of less than ten (10) hours, or allows a tenant or occupant to sub-rent a sleeping room for a time period of less than ten (10) hours.

11-02-15 ADULT MOTION PICTURE THEATER

A commercial establishment where films, motion pictures, video cassettes, slides or similar photographic reproductions depicting or describing “specified sexual activities” or “specified anatomical areas” are regularly shown.

11-02-16 ADULT NOVELTY STORE

A commercial establishment which: (a) devotes a significant or substantial portion of its stock-in-trade or interior floor space to; (b) receives a significant or substantial portion of its revenues from; or (c) devotes a significant or substantial portion of its advertising expenditures to the promotion of: the sale, rental or viewing of books, magazines, periodicals or other printed matter, or photographs, films, motion pictures, video cassettes, slides, or other visual representations which are characterized by the depiction or description of “specified sexual activities” or “specified anatomical area”.

An establishment may have other principal business purposes that do not involve the offering for sale, rental or viewing of materials depicting or describing “specified sexual activities” or “specified anatomical areas”, and still be categorized as an adult bookstore, adult novelty store, or adult video store. Such other business purposes will not serve to exempt such establishment from being categorized as an adult bookstore, adult novelty store or adult video store so long as the provisions of the first paragraph of this section are met.

11-02-17 ADULT THEATER

A theater, concert hall, auditorium, or similar commercial establishment which regularly features persons who appear in a state of nudity or live performances which are characterized by exposure of “specified anatomical area” or by “specified sexual activities.”

11-02-18 ADULT VIDEO STORE

See “Adult Novelty Store”.

11-02-19 ADVERTIZING BANNER

An Advertising Banner is an 'off-premise sign', horizontal to the ground and of sufficient size to be seen by air passengers either landing or departing Denver International Airport or other areas near commercial airports as approved by the Board of County Commissioners. It must not be legible to the general public at ground level and is solely intended to be viewed by air passengers. All Advertising Banners shall meet the standards contained in this Section 4-16.

11-02-20 AFFIDAVIT OF CORRECTION

A recorded document correcting minor changes and/or errors in a recorded plat such as boundary, directional or distance mistakes.

11-02-21 AGRICULTURE (OR FARM)

The use of land for agricultural purposes, including farming, dairying, floriculture, horticulture pasturage, viticulture, grazing, animal and poultry husbandry, and the necessary accessory uses for packing, treating, storing, and shipping of farm products.

11-02-22 AGRICULTURAL BUSINESS

This use category includes: dairies, poultry farms, fur farms, exotic animal farms, and animal confinement operations.

11-02-23 AGRICULTURAL SUPPORT BUSINESS AND SERVICE USES

This use category includes business or commercial uses operated primarily for the support of agricultural needs, which may consist of products, materials, and equipment servicing and sales; storage or processing of agricultural products or animals; veterinary services; or technical support services. Examples include, but are not limited to, farm machinery sales and service, farm supply sales, and underground fuel storage for use on the property.

11-02-24 AGRICULTURAL USES

Agricultural uses include agricultural support businesses and services; agricultural business; equestrian arena, commercial; equestrian arena, personal; farming; nurseries; and ranching.

11-02-25 AIRCRAFT ACTIVITY COVENANT WITH DISCLOSURE

A covenant signed by landowner(s) and recorded at the Office of the Adams County Clerk and Recorder to notify present and future landowners of the aircraft flight activity that will occur in the airspace above the property.

11-02-26 AIRPORT

A facility, which provides space for aircraft to take off and land usually equipped with a control tower, hangars, and accommodations for passengers and cargo.

1. Private: Airport used for an individual or corporate private use and is not open to the public.
2. Public: Airport open to the general public.

11-02-27 AIRPORT, LANDING STRIP AND HELIPORT USES

This use category includes: all airports, as well as landing strips and heliports, including those for private use including those used by ultra-light aircraft.

11-02-28 ALLEY

A public or private thoroughfare that affords only a secondary means of access to an abutting property and primarily used to provide vehicular access to the rear or side of properties.

11-02-29 AMENDED PLAT

A plat which contains modifications to an existing approved and recorded plat which do not significantly affect the land use of an area and/or are technical in nature as determined by the Director of Community and Economic Development, which does not involve the construction of public improvements, or an increase in density in a subdivision. Amended Plats

may be processed under the terms of either a Major or Minor Subdivision, subject to the terms of Chapter 2.

11-02-30 AMUSEMENT CENTER

A commercial establishment with three (3) or more machines of amusement.

11-02-31 AMUSEMENT PARK

An outdoor commercial establishment, which may include structures where there are various devices for entertainment, including rides, booths for the conduct of games or sale of items, and structures for shows and entertainment.

**11-02-32 ANIMAL FEEDING OPERATION (AFO) AND
CONCENTRATED ANIMAL FEEDING OPERATION
(CAFO)**

An operation for the growing, feeding, and fattening of livestock and/or poultry for commercial purposes, where:

1. The animals are confined within a closed structure and/or the animals are kept within permanent corrals, pens, or yards;
2. Food is supplied by means other than grazing, foraging, or other natural means; and
3. These animals have been, are, or will be stabled or confined and fed or maintained for a total of forty-five (45) consecutive days or more in any twelve (12) month period.

A CAFO is a large or medium AFO, as defined by the United States Environmental Protection Agency, National Pollutant Discharge Elimination System (NPDES) regulations.

11-02-33 ANIMAL HOSPITAL

An establishment for the care of sick or injured animals. Such facilities may include veterinarian offices, administrative offices, space for examination, surgery, recovery, and may include boarding of animals while under treatment, but does not include animal boarding generally.

11-02-34 ANIMAL SLAUGHTER HOUSE

An establishment or area for the purpose of slaughtering animals for commercial purposes.

11-02-35 ANIMATED SIGN

Any sign or part of a sign which changes physical position by any rotation or which gives the visual impression of such movement or rotation through special effects including, but not limited to, lights.

11-02-36 ANNUAL REPORT, SPECIAL SERVICE DISTRICT

An annual report requiring certain information about a Special District required to be submitted each year at the request of the Adams County Community and Economic Development Department.

11-02-37 APPLICANT

A person submitting an application for permit or approval, and may be referred to as the *Permittee*.

11-02-38 APPURTENANT FACILITIES

Any buildings, structures, or other property, which are clearly essential to, and customarily found in connection with major energy facilities at the site of the major facility, excluding the federal government and its agencies.

11-02-39 AQUACULTURE FACILITY

Any structure, lake, pond, tank, tanker truck, or the like used or intended to be used for the controlled propagation, growth, and harvest of cultured aquatic stock including, but not limited to, fish and other aquatic vertebrates, mollusks, crustaceans, and algae and other aquatic plants. This definition includes fish hatcheries.

11-02-40 AREA OF SHALLOW FLOODING

An area of shallow, indeterminate flooding not related to the flood profile where a clearly defined channel does not exist and the path of flooding is unpredictable and indeterminate and velocity flow may be evident.

11-02-41 AREA OF SPECIAL FLOOD HAZARD

The land located within the area subject to a one (1) percent or greater chance of flooding in any given year.

11-02-42 ARTERIAL STREET (INCLUDING MAJOR AND MINOR)

A street that has limited access control designed to provide continuity throughout the metropolitan area. An arterial street may form boundaries for neighborhoods, may have signals at major intersections, and may have limited access. Intersections occur at grade, and in some cases, direct access to abutting property is provided. However, access should be limited to allow for more efficient traffic flow.

11-02-43 ASPHALT MIXING PLANTS

An industrial establishment or plant where gravel or sand are combined with a mixture of bitumens to create a substance for paving, roofing, and waterproofing.

11-02-44 ASPHYXIATION

Death caused by exposure to an atmosphere with less than 10% oxygen.

11-02-45 ATTRACTIVE DEVICES

Any device intended to attract attention including, but not limited to fixed aerial displays, balloons, pennants, strings of flags, streamers, devices affected by the movement of the air, devices utilizing light or sound, or inflatable or inflated devices.

11-02-46 AUCTION

A sale at which property or goods are sold to the highest bidder.

11-02-47 AUCTION HOUSE

A completely enclosed commercial establishment at which an auction takes place, excluding the sale of livestock.

11-02-48 AUCTION YARD

A commercial establishment or area at which an auction takes place at which livestock sale rings are permitted.

11-02-49 AUTOCLAVE

A pressurized, steam heated vessel used for sterilization.

11-02-50 AUTOMOBILE PARKING LOT

An area used for parking of motor vehicles.

1. Accessory: A parking lot associated with a residential or nonresidential building or use which is primarily for the use of residents living in the development or their guests or for the use of customers or employees of a nonresidential building.
2. Commercial: A parking lot, which is not associated with either a particular residential or nonresidential development but is made available for parking by the general public for a fee.

11-02-51 AUTOMOBILE RACE DRAG STRIP

A paved strip or race course where automobile drag races are held.

11-02-52 AUTOMOBILE RENTAL (OR LEASING)

A commercial establishment offering the temporary use of automobiles or trucks in exchange for payment. Such establishments may include office space, parking areas for rental vehicles, parking areas for customers and employees, and servicing and repair facilities, but shall not include facilities for bodywork, painting, or restoration.

11-02-53 AUTOMOBILE SALES

The use of any structure or land for a business involving the sale of new or used motor vehicles and recreational vehicles. Such establishments may include office space, parking lots for the display and storage of vehicles available for sale, parking areas for customers and employees, vehicle repair facilities, facilities for bodywork, painting, or restoration, and sale of parts.

11-02-54 AUTOMOBILE SERVICE STATIONS

This use category includes gas stations, car washes, and convenience stores with gas pumps where vehicles are serviced with minor repairs, oil changes, etc.

11-02-55 AUTO TOWING AND STORAGE YARD

A parcel of land used for the temporary storage of vehicles which have been towed by a towing company or for impounded vehicles, but which does not include permanent vehicle storage or dismantling of vehicles.

11-02-5511-02-56 AVERAGE TRIP LENGTH

The average length in miles of trips on the County's major road system.

11-02-5611-02-57 AVIGATION EASEMENT

A right generally established by deed or recorded plat to permit the unobstructed passage of all aircraft to an infinite height, together with the right to cause in all airspace above the surface of the grantor's property such noise, frequent overflights, vibrations, fumes, dust, fuel particles, radio energy emissions, and all other effects that may be caused by the operation of aircraft landing, or taking off, or operating at an aviation facility.

11-02-5711-02-58 BAKERY, RETAIL

A structure, room, or place used for making, preparing, or baking, bread, biscuits, pastry, cakes, doughnuts, crullers, noodles, macaroni, or spaghetti to be sold on-premises at retail and consumed on or off premises.

~~11-02-58~~11-02-59 BAKERY, WHOLESALE

A structure, room, or place used for making, preparing, or baking, bread, biscuits, pastry, cakes, doughnuts, crullers, noodles, macaroni, or spaghetti to be sold on or off premises at wholesale and consumed off premises.

~~11-02-59~~11-02-60 BANK

See “Financial Institution”.

~~11-02-60~~11-02-61 BANNER

Any sign of lightweight fabric or similar material that is mounted to a pole or a structure.

~~11-02-61~~11-02-62 BARN

An accessory building associated with agricultural zoning or use.

~~11-02-62~~11-02-63 BASE FLOOD ELEVATION

The elevation shown on a FEMA Flood Insurance Rate Map for Zones AE, AH, A1-A30, AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO, V1-V30, and VE that indicates the water surface elevation resulting from a flood that has a one percent chance of equaling or exceeding that level in any given year.

*Adopted by the BOCC on June 27, 2011.

~~11-02-63~~11-02-64 BEACON

Any light with one (1) or more beams directed into the atmosphere or directed at one (1) or more points not on the same lot as the light source; also, any light with one (1) or more beams that rotate, flash or move.

~~11-02-64~~11-02-65 BED AND BREAKFAST ESTABLISHMENTS

This use category includes all residential structures used for commercial lodging purposes occupied by either an owner or resident manager.

~~11-02-65~~11-02-66 **BEE COLONY**

A community of live bees having a queen, some thousands of workers, and, during part of the year, a number of drones who live together as one (1) family in a hive and all the offspring, inputs and byproducts, including comb(s), honey, pollen, and brood.

~~11-02-66~~11-02-67 **BEE**

Any stage of the domestic honey bee, *Apis Mellifera*, species.

~~11-02-67~~11-02-68 **BEE HIVE**

Structure intended for the housing of a bee colony usually composed of brood frame(s) and attached bees that are also used to create a new bee colony.

~~11-02-68~~11-02-69 **BERM**

A mound of soil, either natural or manmade, used to obstruct views or direct the flow of stormwater.

~~11-02-69~~11-02-70 **BEST MANAGEMENT PRACTICES (BMP)**

Technique, process, activity, schedule of activities, control measures, structures, prohibitions of practices, maintenance procedures, and other management practices utilized during construction or post-construction to prevent, reduce or eliminate pollution or degradation of Waters of the State to the maximum extent practicable based on available technology and economically practicable solutions that are achievable in light of best industry practices. BMPs can be temporary or permanent. BMPs can also be structural (engineered structures designed to treat runoff) or non-structural (source control practices).

Structural BMPs are designed to manage or treat stormwater runoff before it reaches a waterway, pond or lake. Examples of construction structural BMPs include, but are not limited to; silt fence, inlet protection, sediment basins, extended detention basins, etc.

Non-structural BMPs focus on management of pollutants at their source by minimizing exposure to runoff, rather than treating runoff in constructed facilities. Non-structural BMPs are used as source controls. Examples of construction non-structural BMPs include, but are not limited to;

construction phasing, good housekeeping practices, spill prevention and response, employee education and training, mulch and seeding, soil roughening, vegetation buffers, operation and maintenance procedures to control site runoff, spills, sludge, waste, and drainage from raw material storage, etc.

BMPs must be selected for the specific activity and applicable pollutant source, designed, installed, implemented prior to the start of the activity to control potential pollutants, and maintained in effective operating condition in accordance with good engineering, hydrologic, and pollution control practices.

~~11-02-70~~11-02-71 **BEVERAGE MANUFACTURING**

An establishment or area for the purpose of manufacturing beverages, excluding alcoholic beverages.

~~11-02-74~~11-02-72 **BILLBOARD**

A permanent large sign characterized by a single or double sign face structure to direct attention to a business, commodity, service, activity or product sold, conducted, or offered off the premises where such sign is located. The owner of the sign usually sells use of the sign to an advertiser on a time-contract basis.

~~11-02-72~~11-02-73 **BIOSOLIDS**

The accumulated treated residual product resulting from a domestic wastewater treatment works. Biosolids does not include grit or screenings from a wastewater treatment works, commercial or industrial sludges (regardless of whether the sludges are combined with domestic sewage), sludge generated during treatment of drinking water, or domestic or industrial septage.

*Adopted by the BOCC on December 13, 2010.

~~11-02-73~~11-02-74 **BOARD OF ADJUSTMENT**

The Board of Adjustment of Adams County.

~~11-02-74~~11-02-75 **BOARD OF COUNTY COMMISSIONERS**

The Board of County Commissioners of Adams County.

~~11-02-75~~11-02-76 **BOARDING HOUSE**

A structure where lodging and/or meals are offered for a fee, and where the length of residence may continue for an extended period of time, as distinguished from a motel or hotel.

~~11-02-76~~11-02-77 **BOAT SALES**

A commercial establishment or area for the purpose of boat sales.

~~11-02-77~~11-02-78 **BOOK BINDING**

An industrial establishment or area for the purpose of binding books.

~~11-02-78~~11-02-79 **BROOM (OR BRUSH) MANUFACTURING**

An industrial establishment or area for the purpose of manufacturing brooms and/or brushes.

~~11-02-79~~11-02-80 **BUFFERING**

Buffering shall mean the installation of plant materials, fencing, or landforms (or a combination of these measures), between two (2) or more properties which inhibits visibility and/or mitigates the transmission of noise, dust, lights, and other nuisances from one property to another.

~~11-02-80~~11-02-81 **BUILDING HEIGHT**

See “Structure Height”.

~~11-02-81~~11-02-82 **BUILDING INSPECTOR**

The Chief Building Official of Adams County or his designee (See Section 11-02-88).

~~11-02-82~~11-02-83 BUILDING MATERIAL SALES AND STORAGE

A commercial establishment or area for the purpose of providing building material at retail or wholesale.

~~11-02-83~~11-02-84 BUILDING MARKER

Any sign indicating the name of a building, date, and incidental information about its construction, which is cut into a masonry surface or made of bronze or other permanent material.

~~11-02-84~~11-02-85 BUILDING PERMIT

A development permit issued by the Adams County Community and Economic Development Department before any building or construction activity can be initiated on a parcel of land.

~~11-02-85~~11-02-86 BUILDOUT RATE

Actual or projected amount of development which has been built, sold, or leased or is expected to be built, sold, or leased as presented in a ratio of units of development to time, such as residential dwelling units per year or square feet of commercial space per year.

~~11-02-86~~11-02-87 BUS REPAIR AND STORAGE

An establishment or area for the purpose of bus repair, service, and storage.

~~11-02-87~~11-02-88 BUS TERMINAL

An establishment, which provides space for arrival and departure of busses offering transportation to the public usually equipped with accommodations for passengers and for fueling and servicing of busses.

~~11-02-88~~11-02-89 BUSINESS PARK USES

This use category includes research and production and certain light industry uses. Examples of business park uses include: apparel and other finished products made from fabrics and similar materials; measuring, analyzing, and controlling instrument manufacturing; photographic;

medical and optical goods; watches and clocks; musical instruments and sporting/athletic goods manufacturing; united states postal service; arrangement of transportation of freight and cargo; communications; motion picture production and allied services; research; development and testing services; space research and technology; bakeries; and moving companies.

~~11-02-89~~11-02-90 **CABINET SHOP**

A commercial establishment for the purpose of sales, refinishing, or repair of cabinets.

~~11-02-90~~11-02-91 **CAMPGROUNDS, COMMERCIAL**

This use category includes: camps; recreational vehicle parks; campsites; tents; and trailer parks.

~~11-02-91~~11-02-92 **CANOPY SIGN**

Any sign, which is a part of or attached to an awning or a canopy; or any other fabric, plastic, or protective cover over a door, entrance, window, or outdoor service area.

~~11-02-92~~11-02-93 **CAPACITY**

The maximum number of vehicles which have a reasonable expectation of passing over a given section of a road during a given time period, under prevailing traffic conditions, expressed in terms of vehicles per hour. Capacity is measured in this Regulation and the Road Impact Fee Study during the evening peak hour.

~~11-02-93~~11-02-94 **CAR WASHING AND WAXING**

A commercial establishment or area containing facilities for washing or waxing automobiles.

~~11-02-94~~11-02-95 CARNIVAL

A traveling amusement show typically having various devices for entertainment, including rides and booths for the conduct of games or sale of items.

~~11-02-95~~11-02-96 CEMETERIES

A place for burying or housing the dead; includes mausoleum.

~~11-02-96~~11-02-97 CHANNEL

The physical confine of stream or waterway consisting of a bed and stream banks, existing in a variety of geometries. Channels may be natural or man-made

*Adopted by the BOCC on June 27, 2011.

~~11-02-97~~11-02-98 CHANNELIZATION

The artificial creation, enlargement or realignment of a stream channel.

*Adopted by the BOCC on June 27, 2011.

~~11-02-98~~11-02-99 CHIEF BUILDING OFFICIAL

The Director of Community and Economic Development or his or her assigned representative.

~~11-02-99~~11-02-100 CHRISTMAS TREE LOT

An area for the temporary retail sale of Christmas trees usually set up in the parking lot of a large commercial business.

~~11-02-100~~11-02-101 CHURCH

See “Place of Worship”.

~~11-02-104~~11-02-102 **CIRCUS**

A traveling amusement show typically performed in large tents featuring daring acts, performing animals, and clowns.

~~11-02-102~~11-02-103 **CLINIC, MEDICAL (OR DENTAL)**

An establishment providing health services, medical, or surgical care for patients where overnight stays are on an emergency basis only.

~~11-02-103~~11-02-104 **COLD STORAGE PLANT**

An establishment for the storage of items in an artificially cooled environment.

~~11-02-104~~11-02-105 **COLLECTOR STREET**

A street designed as a main interior street that collects and distributes traffic between local and arterial streets, typically with stop signs on side streets and traffic signals at arterials.

~~11-02-105~~11-02-106 **COLORADO DISCHARGE PERMIT SYSTEM (CDPS)**

The state of Colorado's system of permitting discharges (e.g., stormwater, wastewater) to waters of the state which corresponds to the federal nodes permits under the federal clean water act.

~~11-02-106~~11-02-107 **COMBUSTIBLE**

A material, which will ignite or burn when exposed to fire and is not capable of supporting its design load under the attack of fire for an extended time period without failure.

~~11-02-107~~11-02-108 **COMMERCIAL COMPOSTING OPERATION**

A commercial establishment or area where organic matter is degraded through a controlled process by microorganisms.

**~~11-02-108~~11-02-109 COMMERCIAL AND/OR INDUSTRIAL
COMPLEX**

A commercial and/or industrial multi-structure development or an establishment where multiple principle uses exist within a single commercial or industrial structure on one (1) lot.

~~11-02-109~~11-02-110 COMMERCIAL MESSAGE

Any sign wording, logo, or other representation directly or indirectly, names, advertises, or directs attention to a business, product, service or other commercial activity.

~~11-02-110~~11-02-111 COMMERCIAL RETAIL

This use category includes: building supplies; general merchandise stores; food stores; apparel and accessory stores; furniture and home furnishings stores; greenhouses (retail) and greenhouses with garden supplies; miscellaneous retail except fuel dealers; health services; legal services; social services except care facilities; membership organizations; miscellaneous services; engineering and management services; dry cleaners; cabinet sales. This use does not include bars, restaurants, pawnshops or drive-in facilities.

~~11-02-111~~11-02-112 COMMERCIAL USES

This use includes airports, landing strips and heliports; animal hospitals; automobile service stations; bed and breakfast establishments; campgrounds, commercial; communications towers, commercial; commercial retail; convenience retail stores; drive-in establishments; golf courses and driving ranges; heavy retail and heavy services; indoor commercial recreation/entertainment; kennels, commercial; lodging, commercial; massage business; off-premise advertising devices; offices; outdoor commercial recreation; parking lots, commercial; racing facilities; restaurants; services; sexually oriented business; and trade schools.

~~11-02-112~~11-02-113 COMMISSION

The Adams County Planning Commission.

~~11-02-113~~11-02-114 **COMMISSIONERS**

The Board of County Commissioners of Adams County.

~~11-02-114~~11-02-115 **COMMON PLAN OF DEVELOPMENT OR SALE**

A contiguous area where multiple separate and distinct construction activities may be taking place at different times on different schedules, but remain related. “Contiguous” means construction activities located in close proximity to each other, within ¼ mile.

~~11-02-115~~11-02-116 **COMMUNICATIONS TOWERS, COMMERCIAL**

This use category includes radio or TV broadcasting towers; telecommunications towers; and antenna arrays (satellite dishes).

~~11-02-116~~11-02-117 **COMPARABLE BASIS**

Generally equivalent in terms of costs, timelines, and quality of service.

~~11-02-117~~11-02-118 **COMPATIBLE**

Uses or structures although not identical, are similar, show some resemblance to each other, are related in appearance, are harmonious, and/or are congenial in combination.

~~11-02-118~~11-02-119 **CONCRETE MIXING PLANT**

An industrial establishment or plant where a material made from sand, pebbles, and/or crushed stone is held together by a mass of cement or mortar.

~~11-02-119~~11-02-120 **CONDITIONAL LETTER OF MAP REVISION
(CLOMR)**

FEMA's comment on a proposed project, which does not revise an effective floodplain map, that would, upon construction, affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodplain.

*Adopted by the BOCC on June 27, 2011.

~~11-02-120~~**11-02-121** **CONDITIONAL USE**

A use which may be suitable, as determined by the Board of County Commissioners, in a zone district, but which would impair the integrity and character of the zone district in which it is located, or in an adjoining zone district, unless restrictions on location, size, extent and character of performance are imposed.

~~11-02-121~~**11-02-122** **CONSERVATION PLAN**

A written plan submitted to the appropriate soil conservation district, which describes measures designed to prevent, to the extent possible, soil erosion from occurring on the land for which the plan was developed.

~~11-02-122~~**11-02-123** **CONSERVATION PLAN PERMIT**

The approved Conservation Plan signed by all parties concerned and recorded with the Office of the Adams County Clerk and Recorder.

~~11-02-123~~**11-02-124** **CONSTRUCTION ACTIVITIES**

Any ground surface land disturbing activity associated with construction that occurs from initial ground breaking to final stabilization, regardless of ownership of the construction activities. Construction activities include, but are not limited to; clearing, grading, excavation, demolition, utility work, paving, building, installing new or improved roads and access roads, haul roads, staging areas, stockpiling of fill materials, and borrow areas. Construction activities also include repaving activities where underlying or surrounding soil is exposed, graded or excavated as part of the repaving operation; and activities to conduct repairs or replacements that are not part of regular and routine maintenance. Construction activities do not include routine maintenance performed to maintain original line grade, hydraulic capacity, or original purpose of the facility.

~~11-02-124~~11-02-125 **CONSTRUCTION TRAILER**

A temporary structure for the storage of construction materials and a construction office to be used for managing a construction job.

~~11-02-125~~11-02-126 **CONTINUOUS SOUND**

A steady, fluctuating or impulsive noise which exists essentially without interruption for a period of five (5) minutes or more, or for an accumulation of fifteen (15) minutes or more for any one (1) hour period.

~~11-02-126~~11-02-127 **CONTOUR TILLAGE/CONTOUR FARMING**

A conservation tillage and planting system in which farming is conducted on sloping land and the land is prepared, planted, and cultivated on the contour by following established grades of terraces, diversions, or contour strips.

~~11-02-127~~11-02-128 **CONVALESCENT HOME**

See “Nursing Home”.

~~11-02-128~~11-02-129 **CONVENIENCE RETAIL STORE**

A small commercial establishment selling packaged food and other convenience items, which may include gasoline. This use category includes any retail establishment selling consumer products and having a gross floor area of less than two thousand (2,000) square feet.

~~11-02-129~~11-02-130 **CORNICE**

Any prominent, continuous, horizontally projecting feature crowning a building, or dividing it horizontally for architectural design purposes.

~~11-02-130~~11-02-131 **CREMATORY**

An establishment containing a furnace or other means used to reduce human remains to ashes or its equivalent.

*Adopted by the BOCC on December 13, 2010.

~~11-02-134~~11-02-132 CRITICAL FACILITY OR CRITICAL FACILITIES

1. This a structure or related infrastructure, but not the land on which it is situated, as specified in Rule 6 of the Rules and Regulations for Regulatory Floodplains in Colorado (2 CCR 408-1), that if flooded may result in significant hazards to public health and safety or interrupt essential services and operations for the community at any time before, during and after a flood. Critical Facilities are classified under the following categories: (1) Essential Services; (2) Hazardous Materials; (3) At-risk Populations; and (4) Vital to Restoring Normal Services. Essential services facilities include public safety, emergency response, emergency medical, designated emergency shelters, communications, public utility plant facilities, and transportation lifelines.

These facilities consist of:

- a. Public safety (police stations, fire and rescue stations, emergency vehicle and equipment storage, and, emergency operation centers);
- b. Emergency medical (hospitals, ambulance service centers, urgent care centers having emergency treatment functions, and non-ambulatory surgical structures but excluding clinics, doctors offices, and non-urgent care medical structures that do not provide these functions);
- c. Designated emergency shelters;
- d. Communications (main hubs for telephone, broadcasting equipment for cable systems, satellite dish systems, cellular systems, television, radio, and other emergency warning systems, but excluding towers, poles, lines, cables, and conduits);
- e. Public utility plant facilities for generation and distribution (hubs, treatment plants, substations and pumping stations for water, power and gas, but not including towers, poles, power lines, buried pipelines, transmission lines, distribution lines, and service lines); and
- f. Air Transportation lifelines (airports (municipal and larger), helicopter pads and structures serving emergency functions, and associated infrastructure (aviation control towers, air traffic control centers, and emergency equipment aircraft hangars).

Specific exemptions to this category include wastewater treatment plants (WWTP), Non-Potable water treatment and distribution systems, and hydroelectric power generating plants and related appurtenances. Owners of these facilities are encouraged to meet the spirit of Rule 6(D)

when practicable in order to protect their own infrastructure and to avoid system failures during extreme flood events. Emergency restoring plans following major flood events should be considered as a prudent addition to operation and maintenance plans for those facilities.

Public utility plant facilities may be exempted if it can be demonstrated to the satisfaction of the Board that the facility is an element of a redundant system for which service will not be interrupted during a flood. At a minimum, it shall be demonstrated that redundant facilities are available (either owned by the same utility or available through an intergovernmental agreement or other contract) and connected, the alternative facilities are either located outside of the 100-year floodplain or are compliant with this rule, and an operations plan is in effect that states how redundant systems will provide service to the affected area in the event of a flood. Evidence of ongoing redundancy shall be provided to the Board on an as-needed basis upon request.

2. Hazardous materials facilities include facilities that produce or store highly volatile, flammable, explosive, toxic and/or water-reactive materials.

These facilities may include:

- a. Chemical and pharmaceutical plants (chemical plant, pharmaceutical manufacturing);
- b. Laboratories containing highly volatile, flammable, explosive, toxic and/or water-reactive materials;
- c. Refineries;
- d. Hazardous waste storage and disposal sites; and
- e. Above ground gasoline or propane storage or sales centers.

Facilities shall be determined to be Critical Facilities if they produce or store materials in excess of threshold limits. If the owner of a facility is required by the Occupational Safety and Health Administration (OSHA) to keep a Material Safety Data Sheet (MSDS) on file for any chemicals stored or used in the work place, AND the chemical(s) is stored in quantities equal to or greater than the Threshold Planning Quantity (TPQ) for that chemical, then that facility shall be considered to be a Critical Facility. The TPQ for these chemicals is: either 500 pounds or the TPQ listed (whichever is lower) for the 356 chemicals listed under 40 C.F.R. § 302 (2010), also known as Extremely Hazardous Substances (EHS); or 10,000 pounds for any other chemical. This threshold is consistent with the requirements for reportable chemicals established by the Colorado Department of Health and Environment. OSHA requirements for MSDS can be found in 29 C.F.R. § 1910 (2010). The Environmental

Protection Agency (EPA) regulation “Designation, Reportable Quantities, and Notification,” 40 C.F.R. § 302 (2010), available at http://www.access.gpo.gov/nara/cfr/waisidx_03/40cfr302_03.html, and OSHA regulation “Occupational Safety and Health Standards,” 29 C.F.R. § 1910 (2010), available at http://www.access.gpo.gov/nara/cfr/waisidx_99/29cfr1910_99.html, are incorporated herein by reference and include the regulations in existence at the time of the promulgation of these Rules, but exclude later amendments to or editions of the regulations.

Specific exemptions to this category include: a) Finished consumer products within retail centers and households containing hazardous materials intended for household use, and agricultural products intended for agricultural use. b) Buildings and other structures containing hazardous materials for which it can be demonstrated to the satisfaction of the local authority having jurisdiction by hazard assessment and certification by a qualified professional (as determined by the local jurisdiction having land use authority) that a release of the subject hazardous material does not pose a major threat to the public. c) Pharmaceutical sales, use, storage, and distribution centers that do not manufacture pharmaceutical products. These exemptions shall not apply to buildings or other structures that also function as Critical Facilities under another category outlined in these Standards and Regulations.

3. At-risk population facilities include medical care, congregate care, and schools.

These facilities consist of:

- a. Elder care (nursing homes);
- b. Congregate care serving 12 or more individuals (day care and assisted living);
- c. Public and private schools (pre-schools, K-12 schools), before-school and after-school care serving 12 or more children);

4. Facilities vital to restoring normal services including government operations.

These facilities consist of:

- a. Essential government operations (public records, courts, jails, building permitting and inspection services, community administration and management, maintenance and equipment centers);
- b. Essential structures for public colleges and universities (dormitories, offices, and classrooms only).

These facilities may be exempted if it is demonstrated to the Board that the facility is an element of a redundant system for which service will not be interrupted during a flood. At a minimum, it shall be demonstrated that redundant facilities are available (either owned by the same entity or available through an intergovernmental agreement or other contract), the alternative facilities are either located outside of the 100-year floodplain or are compliant with this rule, and an operations plan is in effect that states how redundant facilities will provide service to the affected area in the event of a flood. Evidence of ongoing redundancy shall be provided to the Floodplain Administrator on an as-needed basis upon request.

*Adopted by the BOCC on June 27, 2011.

~~11-02-132~~11-02-133 **CROP FARM**

Land used for the growing, processing, storage, and/or packing of agricultural products such as, but not limited to, vegetables, fruits, grains, seeds, flowers, ornamental crops, trees, sod, or the like. This includes associated crop preparation, harvesting, and processing activities, such as mechanical soil preparation, irrigation system construction, spraying, and crop processing. Types of crop farms include, but are not limited to, hemp farms, nurseries, sod farms, and tree farms.

~~11-02-133~~11-02-134 **CUL-DE-SAC**

A local street with only one (1) outlet, which terminates in a vehicular turnaround and having an appropriate terminal for the safe and convenient reversal of traffic movement.

~~11-02-134~~11-02-135 **CULVERT**

A drain, ditch or conduit not incorporated in a closed system that carries drainage water under a driveway, roadway, pedestrian walk, or public right-of-way.

~~11-02-135~~11-02-136 **CURB**

A vertical or sloping edge of a roadway.

~~11-02-136~~11-02-137 **DAIRY FARM**

An agricultural operation where milk and milk products are produced, processed, packaged, and/or stored.

~~11-02-137~~11-02-138 **DAIRY PRODUCTS PROCESSING**

An establishment that converts raw dairy into a finished packaged form and distributes the product to be sold for consumption offsite.

~~11-02-138~~11-02-139 **DANGEROUS TREES**

Those trees or their parts within the boundaries of any lot or open area which may be considered troublesome, a hindrance to the general public, or endanger the security and usefulness of any public street, highway, alley, sewer or sidewalk.

~~11-02-139~~11-02-140 **DAY**

One calendar day.

~~11-02-140~~11-02-141 **DAY CARE CENTER, ADULT**

A facility which provides services to individuals who cannot be left alone during the day because of health care and social need, confusion or disability. An alternative to long-term facility care.

*Adopted by BOCC on December 13, 2010.

~~11-02-141~~11-02-142 **DAY CARE CENTER, CHILD**

An establishment for the care and supervision of children for periods of less than twenty-four (24) hours per day. Day care centers include preschools and nursery schools.

~~11-02-142~~11-02-143 **DAY CARE HOME, ADULT**

A facility which provides services to no more than four (4) individuals who cannot be left alone during the day because of health care and social need, confusion or disability. An alternative to long-term facility care.

*Adopted by the BOCC on December 13, 2010.

~~11-02-143~~11-02-144 **DAY CARE HOME, CHILD**

A private residence used for the care of twelve (12) or fewer children including the occupant's own children for a period of less than twenty-four (24) hours per day. The operator must possess a license from the Colorado Department of Social Services.

~~11-02-144~~11-02-145 **DEDICATION**

Gift or donation of property by the owner to another party.

~~11-02-145~~11-02-146 **DEMOLITION AND CONSTRUCTION DEBRIS
LANDFILL**

A disposal site for metal, plastic, glass, concrete, asphalt, brick, wood, dirt, and limited amounts of paper products if such paper is an integral part of materials used for construction purposes.

~~11-02-146~~11-02-147 **DENSITY**

The permitted number of dwelling units per gross acre of land to be developed.

~~11-02-147~~11-02-148 **DEVELOPMENT**

Man-made change to alter or improve real estate including, but not limited to; any land disturbing activity, excavation, grading, fill, alteration, land subdivision, change in land use, or structural development, including but not limited to; construction or installation of a building or structure, creation of impervious surfaces for a site that does not meet the definition of "Redevelopment", which affects the quantity or quality of the discharge of stormwater runoff. Depending on the scale of the development activity, a Stormwater Quality (SWQ) Permit and/or Post-Construction Stormwater requirements may be required.

~~11-02-148~~11-02-149 DEVELOPMENT PERMIT

A preliminary or final approval of an application for rezoning, planned unit development, conditional or special use permit, subdivision, building permit, development or site plan, or similar application for new construction.

~~11-02-149~~11-02-150 DEVELOPMENTALLY DISABLED

Persons having cerebral palsy, multiple sclerosis, mental retardation, autism, or epilepsy.

~~11-02-150~~11-02-151 DIRECTOR OF COMMUNITY AND ECONOMIC DEVELOPMENT

The Director of Community and Economic Development is empowered to render interpretations, establish application requirements, provide advice, review applications, maintain the comprehensive plan, administer standards and regulations, promulgate administrative forms, make administrative decisions, and issue administrative permits.

~~11-02-151~~11-02-152 DIRECTOR OF PUBLIC WORKS

The Director of Public Works is empowered to provide advice, review applications, administer agreements, administer and enforce standards and regulations, promulgate administrative forms, make administrative decisions, render interpretations, establish application requirements, and issue administrative permits.

~~11-02-152~~11-02-153 DISTRICT REVIEW TEAM (SPECIAL DISTRICT SERVICE PLAN REVIEW)

Staff representatives from departments within Adams County government who are responsible for the review of Special District service plans and the writing of staff reports to the Planning Commission and the Board of County Commissioners.

~~11-02-153~~11-02-154 **DISTURBED AREA**

Any construction activity that results in a change of the existing land (both vegetative and non-vegetative). Disturbed area does not include routine maintenance to maintain original line and grade, hydraulic capacity or original purpose of the facility, normal farming, tillage, fanning, or plowing of land that is zoned agricultural, nor does it include the performance of emergency work necessary to remedy or prevent an immediate threat to life, property or the environment. However, any person performing such emergency work shall immediately notify the Department of the emergency situation and the actions taken in response to such emergency. The Department may require such person to obtain a Stormwater Quality (SWQ) Permit in order to implement such emergency remedial measures.

~~11-02-154~~11-02-155 **DOG TRACK**

An establishment where live dogs are raced or live broadcasts of dog races are televised. Typically, bets are placed and paid out within the establishment.

~~11-02-155~~11-02-156 **DRIVE-IN ESTABLISHMENT**

An establishment which by design, physical facilities, service or by packaging procedures encourages or permits customers to receive services, obtain goods, or be entertained while remaining in their motor vehicle.

~~11-02-156~~11-02-157 **DRIVING RANGE**

A tract of land and the related facilities for practicing golf shots.

~~11-02-157~~11-02-158 **DRUG MANUFACTURING**

An industrial establishment or area used for the purpose of manufacturing pharmaceutical and non-illicit drugs.

~~11-02-158~~11-02-159 **DRY CLEANERS, RETAIL**

A commercial establishment or area where customers drop off, pick up, and pay for garments to be dry-cleaned.

~~11-02-159~~11-02-160 DRY CLEANING PLANT

An industrial establishment or area for the purpose of cleaning garments and fabrics with any of a variety of nonaqueous agents.

~~11-02-160~~11-02-161 DWELLING

A structure or portion thereof used exclusively for human habitation including mobile homes, manufactured homes, one-family, two-family, multiple family, but not including hotels, motels, or similar establishments.

~~11-02-161~~11-02-162 DWELLING, ACCESSORY

Living quarters provided for the sole use of persons (and their families) employed on the premises where a principal use exists.

~~11-02-162~~11-02-163 DWELLING, CONDOMINIUM

A building or group of buildings in which units are owned individually, and the structure, common areas and facilities are owned by all the owners.

~~11-02-163~~11-02-164 DWELLING, MULTI-FAMILY

A dwelling containing more than two (2) dwelling units.

~~11-02-164~~11-02-165 DWELLING, SINGLE-FAMILY (ATTACHED)

A single-family residence attached in any way to another residence.

~~11-02-165~~11-02-166 DWELLING, SINGLE-FAMILY (DETACHED)

A single-family residence located on a single lot, being the principal use of the lot, and not connected to any other residence.

~~11-02-166~~11-02-167 DWELLING, TOWNHOUSE

An attached single family dwelling in a row of at least three (3) such units in which each unit has its own front and rear access to the outside, no unit is

located over another unit, and each unit is separated from any other unit by one (1) or more common fire resistant walls.

~~11-02-167~~11-02-168 **DWELLING, TWO-FAMILY**

A residence designed, arranged or used exclusively by two (2) families living independently of each other in a single structure, excluding Accessory Dwelling Units.

~~11-02-168~~11-02-169 **DWELLING UNIT**

One (1) or more rooms used by one (1) family for living or sleeping purposes, which contains kitchen and bathroom facilities for the sole use of the resident family.

~~11-02-169~~11-02-170 **DWELLING UNIT, ACCESSORY (ADU)**

A subordinate dwelling unit added to, created within, or detached from a single family structure with a separate entrance that provides basic requirements for living, sleeping, eating, cooking and sanitation. A single family structure with an accessory dwelling unit is not considered to be a two-family dwelling or duplex. If the ADU is adjoined to or placed atop an unoccupied structure, such as a garage or covered porch, the garage or covered porch shall not be included in the gross floor area counted towards the ADU. Storage and mechanical space, including utility rooms and closet space, associated with the ADU shall be counted towards the floor area calculation.

~~11-02-170~~11-02-171 **EASEMENT**

A right-of-way granted, but not dedicated, for limited use of private land for a public or quasi-public purpose and within which the owner of the property shall not erect any permanent structures.

~~11-02-171~~11-02-172 **EATING ESTABLISHMENT**

A retail establishment for selling food and drink for consumption on the premises, including lunch counters and refreshment stands selling prepared food and drink for immediate consumption. See also “Restaurant”.

~~11-02-172~~11-02-173 ECONOMICAL SERVICE

Service equivalent in terms of cost to the service proposed in a Special Service District Plan.

~~11-02-173~~11-02-174 ELECTION SIGN

A sign advocating or advertising the election of any candidate for public office or any question upon which a public vote is being taken.

~~11-02-174~~11-02-175 ELECTRONIC MANUFACTURING

An industrial establishment or area for the purpose of manufacturing electronics. This includes the manufacturing and assembly of small electronic appliances.

~~11-02-175~~11-02-176 ELECTROPLATING

The process of plating or coating objects with a metal through electrolysis or an industrial establishment or where such processing occurs.

~~11-02-176~~11-02-177 ENAMELING, LACQUERING, OR GALVANIZING OF METAL

The process of bonding a glassy substance, usually opaque, to the surface of metal through the process of fusion or an industrial establishment or area where such processing occurs.

~~11-02-177~~11-02-178 ENCROACHMENT LINES

Limits of obstruction to flood flows. These lines are generally parallel to the stream. The lines are established by assuming the area landward (outside) of the encroachment lines may be ultimately developed in such a way it will not be available to convey flood flows. The stream channel and adjoining floodplains between these lines will be maintained as open space and will be adequate to flood heights, such increase under any condition not exceeding one-half (1/2) foot.

~~11-02-178~~11-02-179 **ENVIRONMENTALLY SENSITIVE AREAS**

Environmentally sensitive areas include, but are not limited to, wetlands, biological resources, habitats, national parks, archaeological/historic sites, natural heritage areas, tribal lands, drinking water sources, intakes, marinas/boat ramps, and wildlife areas.

~~11-02-179~~11-02-180 **EQUAL DEGREE OF ENCROACHMENT**

Equal degree of encroachment is determining the loss of hydraulic carrying capacity due to encroachment on each side of the floodplain such that the loss of capacity on one side equals the loss of capacity due to encroachment on the other. Determination of the equal degree of encroachment on the floodplain shall be performed along a significant reach of the stream.

~~11-02-180~~11-02-181 **EQUESTRIAN ARENA, COMMERCIAL**

An area where activities including, but not limited to, horseback riding, a rodeo, a charreada, calf roping and/or riding, bulldogging and barrel racing, excluding horse racing, practice and/or training are conducted on a premises. User fees, dues, admission fees, or other compensation may be paid. Food and/or alcohol may be bought or sold on the premises.

~~11-02-181~~11-02-182 **EQUESTRIAN ARENA, PERSONAL**

An area where activities including, but not limited to, horseback riding, a rodeo, a charreada, calf roping and/or riding, bulldogging and barrel racing are conducted for practice, competition or entertainment for the private, non-commercial enjoyment of the owner. No more than twenty persons in addition to those residing on the property are permitted at any given time. Activities exceeding twenty persons in addition to those residing on the property are considered commercial equestrian arenas. User fees, dues, admission fees, or other compensation are not permitted.

~~11-02-182~~11-02-183 **EROSION**

Process by which soil particles are detached and transported by wind, water, and gravity to a down wind, down slope or downstream location.

~~11-02-183~~11-02-184 EROSION CONTROL (EC) PLAN

Civil construction drawing depicting the project site with the locations of all erosion and sediment control BMPs, including the associated BMP details, which will be installed and maintained during construction. It also includes final stabilization practices that will be implemented after construction is completed.

~~11-02-184~~11-02-185 EROSION AND SEDIMENT CONTROL PLAN (ESCP)

Detailed written plan required to obtain a Stormwater Quality Permit. This plan identifies measures that will be implemented to control erosion, prevent sediment from traveling outside the construction site's permitted area, and minimize the discharge of pollutants in stormwater from the commencement of construction activities until Final Stabilization is achieved. The narrative ESCP also includes the EC Plan. Also referred to as "Stormwater Management Plan" (SWMP) by the State of Colorado, or "Stormwater Pollution Prevention Plan" (SWPPP) for construction activities by EPA.

~~11-02-185~~11-02-186 ESSENTIAL FACILITIES

Water dependent uses shall be located in or adjacent to water bodies and/or in floodplains and/or in wetland areas.

~~11-02-186~~11-02-187 ESTABLISHMENT

A place of business together with its employees, merchandise, and equipment.

~~11-02-187~~11-02-188 EVENT CENTER

A facility consisting of structures or premises used to accommodate the assembly of persons for private or public meetings, parties, weddings, wedding receptions, reunions, birthday celebrations, charitable fundraisers, and any other social engagement purposes, or similar such uses. Such use may include the provision of food, beverages, and entertainment.

~~11-02-188~~11-02-189 **EVIDENCE**

Any map, table, chart, contract, or any other document or testimony given, prepared, or certified by a qualified person to attest to a specific fact.

~~11-02-189~~11-02-190 EXCAVATION AND HAULING OPERATION,
MAJOR

Any significant disturbance and removal of soils from a property that will affect an area of more than ten (10) acres or have a term in excess of three-hundred-sixty-five (365) days.

~~11-02-190~~11-02-191 EXCAVATION AND HAULING OPERATION,
MINOR

Any significant disturbance and removal of soils from a property that will affect a maximum area of ten (10) acres and have a term less than three-hundred-sixty-five (365) days.

~~11-02-1911-02-192~~ EXEMPTION FROM PLATTING

A release from the requirements of platting by resolution of the Board of County Commissioners in accordance with the terms set forth in these standards and regulations.

~~11-02-192~~11-02-193 **EXISTING** **TRAFFIC-GENERATING**
DEVELOPMENT

The most intense use of land within the twelve-(12) months prior to the time of commencement of Traffic-Generation Development.

~~11-02-193~~11-02-194

An agricultural operation where animals native to a foreign country or of foreign origin or character, not native to the United States, or introduced from abroad are kept, raised, bred, or slaughtered for the purposes of commercial sale.

~~11-02-194~~11-02-195 EXPLOSION

The rapid oxidation of a combustible creating heat and fire, and displacing large amounts of air.

~~11-02-195~~11-02-196 EXPLOSIVE MANUFACTURING AND STORAGE

An industrial establishment or area for the purpose of manufacturing and storage of explosives.

~~11-02-196~~11-02-197 EXPLOSIVES

Materials or products, which decompose by detonation when in sufficient concentration.

~~11-02-197~~11-02-198 EXTRACTION AND DISPOSAL USES

This use category includes: extraction uses such as mining, quarrying, drilling, and pumping, and disposal uses such as junk, scrap, or salvage yards, landfills, sludge disposal or storage, construction material stockpiling, resource recovery facilities, and trash compaction or transfer stations, and any other form of waste management facilities and all extraction uses, not including oil and gas well drilling and production as defined within this chapter. These uses create major disruptions to the area's environment even when carefully regulated. Dust, dirt, noise, and unsightly conditions can be anticipated. None of these uses is an acceptable neighbor in a residential environment.

~~11-02-198~~11-02-199 EXTRAORDINARY COSTS

Unique and/or one-time costs defined as such according to Generally Accepted Accounting Principles (GAAP).

~~11-02-199~~11-02-200 FAA AERONAUTICAL STUDY ON OBSTRUCTIONS

A study conducted by the Federal Aviation Administration to examine the effects of buildings and structures on such factors as aircraft operational capabilities; electronic and procedural requirements; and airport hazard standards.

~~11-02-200~~11-02-201 **FACT FINDING REVIEW**

An investigation by the Director of Community and Economic Development as to the facts regarding compliance of an operator with a permit approved by the Director of Community and Economic Development.

~~11-02-201~~11-02-202 **FAMILY**

An individual or three (3) or more persons related by blood, marriage, or legal adoption, living together in a dwelling unit as a single housekeeping unit. Persons not related by blood, marriage, or legal adoption shall be deemed to constitute a family where they are living and cooking together as a single housekeeping unit, but shall not include unrelated students attending colleges or universities.

~~11-02-202~~11-02-203 **FARMING**

This use category includes farming and other supporting agricultural uses. Farming includes traditional farming, sod farming, tree farming, and animal farming in unconfined operations.

~~11-02-203~~11-02-204 **FARM MACHINERY MANUFACTURING AND ASSEMBLY**

An industrial establishment or area for the purpose of farm machinery manufacturing and assembly.

~~11-02-204~~11-02-205 **FARM MACHINERY SALES**

A business or commercial use where agricultural equipment such as, but not limited to, tractors, cultivators, plows, sprayers, spreaders, mowers, balers, front end loaders, and skid loaders, is repaired, maintained, or offered for sale.

~~11-02-205~~11-02-206 **FARM SUPPLY SALES**

A business or commercial use operated primarily for the support of agricultural needs through the sale of farm tools and implements, animal feed, grain, tack, plants and seeds, horticultural supplies, and similar

products. This definition excludes the sale of large implements, such as tractors and combines.

~~11-02-206~~11-02-207 **FEEDLOTS**

A commercial establishment where livestock are kept confined in a compound or fenced area in order to be fattened for sale or slaughter.

~~11-02-207~~11-02-208 **FEEPAYER**

A person commencing traffic generating land development activity who is obligated to pay a Regional Traffic impact fee in accordance with the terms of these regulations.

~~11-02-208~~11-02-209 **FENCE**

An artificially constructed barrier of wood, masonry, stone, wire, metal or any other manufactured material or combination of materials.

~~11-02-209~~11-02-210 **FERTILIZER MANUFACTURING AND PROCESSING**

Any place where a commercial fertilizer, soil conditioner, plant amendment, or compost is manufactured, produced, compounded, mixed, blended, or in any way altered chemically or physically.

~~11-02-210~~11-02-211 **FINAL PLAT**

The final map of all or a portion of a subdivision, which is presented for final approval.

~~11-02-211~~11-02-212 **FINAL STABILIZATION**

Condition reached when all ground surface disturbing activities at the site have been completed, and uniform vegetative cover has been established with an individual plant density of at least seventy percent (70%) of pre-disturbance levels, or equivalent permanent, physical erosion reduction methods have been employed.

~~11-02-212~~11-02-213 **FINANCIAL INSTITUTION**

A business engaged in monetary transactions including banks, savings and loans, thrifts, and lending institutions.

~~11-02-213~~11-02-214 **FIRE CHIEF**

The chief of staff or top employee of a fire protection district.

~~11-02-214~~11-02-215 **FIRE DISTRICT**

A special district created according to state statutes to provide fire protection and prevention services to property within Adams County.

~~11-02-215~~11-02-216 **FIRE STATION**

An establishment used for the storage of fire trucks and emergency medical vehicles, which also contains office space and living quarters for firefighting personnel.

~~11-02-216~~11-02-217 **FIREWOOD SALES, STORAGE, AND SPLITTING**

A commercial establishment or area for the purpose of firewood sales, splitting, and storage.

~~11-02-217~~11-02-218 **FIREWORKS**

Only those items not prohibited by Colorado Law (See C.R.S. Section 12-28-101) which include toy caps which do not contain more than twenty five hundredths of a grain of explosive compound per cap, sparklers, trick matches, cigarette loads, trick noise makers, toy smoke devices, and novelty auto alarms.

~~11-02-218~~11-02-219 **FIREWORKS STAND**

A temporary structure permitted by these standards and regulations for the sale of or dispensing of fireworks.

~~11-02-219~~11-02-220 **FISH HATCHERY**

A commercial establishment where fish eggs are hatched and fish are raised and sold for use in stocking streams and lakes, or for food.

~~11-02-220~~11-02-221 **FLAG**

Any fabric, banner, or bunting containing distinctive colors, patterns, or symbols.

~~11-02-224~~11-02-222 **FLAMMABLE GAS**

Gas that has no flash point and will ignite without preheating of any kind.

~~11-02-222~~11-02-223 **FLEA MARKET**

An occasional or periodic market held in an open area or structure where groups of individual sellers offer goods for sale to the public.

~~11-02-223~~11-02-224 **FLOOD CONTROL OVERLAY DISTRICT VARIANCE**

A grant of relief from the requirements of the Flood Control regulations, which permit construction in a manner that would otherwise be prohibited by these standards and regulations.

~~11-02-224~~11-02-225 **FLOOD CONTROL REGULATIONS APPEAL**

A request for a review of the interpretation of any provision of the flood control regulations or a request for a determination or variance.

~~11-02-225~~11-02-226 **FLOOD INSURANCE RATE MAP (F.I.R.M.)**

The official map on which the Federal Emergency Management Agency has delineated both the areas of special flood hazards and the risk premium zone applicable to the community.

~~11-02-226~~11-02-227 **FLOOD INSURANCE STUDY**

The official report provided in which the Federal Emergency Management Agency has provided flood profiles, as well as the flood boundaries, floodway map, and the water surface elevation of the base flood.

~~11-02-227~~11-02-228 **FLOOD HAZARD AREA**

The land in the floodplain subject to one (1) percent or greater chance of flooding in any given year. It normally consists of the floodway and the flood fringe areas.

~~11-02-228~~11-02-229 **FLOOD HAZARD AREA, DEVELOPMENT IN A**

Any man made change to improved or unimproved real estate, including, but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations located within the area of special flood hazard.

~~11-02-229~~11-02-230 **FLOOD OR FLOODING**

A general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland or tidal waters and/or the unusual and rapid accumulation or runoff of surface waters from any source.

~~11-02-230~~11-02-231 **FLOOD PROFILE**

A graph or a longitudinal profile drawing showing the relationship of the water surface elevation of a flood event to location along a stream or river.

~~11-02-231~~11-02-232 **FLOOD PROOFING**

A combination of structural provisions, changes, or adjustments to properties and structures subject to flooding primarily for the reduction or elimination of flood damage to properties, water and sanitary facilities, structures, and contents of buildings.

~~11-02-232~~11-02-233 FLOOD PROTECTION ELEVATION

An elevation one (1) foot above the elevation or flood profile of the 100-year flood under existing channel and floodplain conditions. Critical facilities, as identified by the Board of County Commissioners pursuant to these Standards and Regulations, shall be subject to a flood protection elevation of two (2) feet above the base flood elevation or flood profile of the 100-year flood under existing channel and floodplain conditions.

~~11-02-233~~11-02-234 FLOOD STORAGE AREA

The fringe area of the floodplain in which flows are characteristically of shallow depths and low velocities.

~~11-02-234~~11-02-235 FLOODPLAIN

Land adjacent to a watercourse subject to flooding as a result of the occurrence of the 100-year or one percent (1%) frequency flood of a watercourse. This term is synonymous with the term “flood hazard area”.

~~11-02-235~~11-02-236 FLOODPLAIN ADMINISTRATOR

The person designated by these standards and regulations to administer the provisions of the Flood Control Overlay Zone District Regulations and subject to the provisions of Section 3-34-04-03 Floodplain Administrator.

~~11-02-236~~11-02-237 FLOODWAY

The area of the floodplain required for the reasonable passage or conveyance of the 100-year flood which will convey the base flood with not more than a one-half (0.5) foot rise in the water surface elevation based on the assumption there will be an equal degree of encroachment extended for a significant segment on both sides of the water course.

~~11-02-237~~11-02-238 FLOOR AREA, COMMERCIAL/INDUSTRIAL

The total area of floor space within interior walls of a structure, excluding basement.

~~11-02-238~~11-02-239 **FLOOR AREA, RESIDENTIAL**

Total area of a dwelling excluding basement, carport or garage.

~~11-02-239~~11-02-240 **FLOUR MILL**

A mill for grinding grain into flour.

~~11-02-240~~11-02-241 **FOOD PROCESSING AND STORAGE**

An industrial establishment used to process, package, and store food product, excluding the killing and dressing of any flesh or fowl. Retail sales of food product are permitted as an accessory use for off premise consumption.

~~11-02-241~~11-02-242 **FOSTER FAMILY CARE**

A home designated by the Courts, Social Service Department, or other competent authority for care and/or education of children under the age of eighteen (18) years unrelated to the foster parents by blood, adoption, or marriage.

~~11-02-242~~11-02-243 **FORESTRY AND SILVICULTURE**

This use category includes uses related to the management, cultivation, harvest, and/or reforestation of forests.

~~11-02-243~~11-02-244 **FRAGILE SOILS**

Those soils which (1) have not been under tillage within the five (5) years previous to the filing of an application for a permit to till fragile soils under these regulations and (2) are designated as Class VI or Class VII soils in the Soil Survey of Adams County, Colorado published by the United States Department of Agriculture in cooperation with the Colorado Agricultural Experiment Station in October, 1974, and any other subsequent soil survey of Adams County issued by the above-named agency.

~~11-02-244~~11-02-245 FREESTANDING SIGN

Any sign supported by structures or supports placed on or anchored in the ground and are independent from any building or other structure.

~~11-02-245~~11-02-246 FRONTAGE ROADS

Those roads lying between a controlled access street or highway and adjacent property that provide access to said property.

~~11-02-246~~11-02-247 FUNERAL HOME / FUNERAL PARLOR

An establishment with facilities for the preparation of the deceased for burial or cremation to include embalming, for the viewing of the body, and for funerals. Also known as a Mortuary.

*Adopted by the BOCC on December 13, 2010.

~~11-02-247~~11-02-248 FUR FARM

An agricultural operation where fur-bearing animals are kept, raised, bred, or slaughtered for the purposes of commercial sale.

~~11-02-248~~11-02-249 GALVANIZING OF METAL

See “Enameling, Lacquering, or Galvanizing of Metal”.

~~11-02-249~~11-02-250 GARAGE, MOTOR VEHICLE REPAIR AND SERVICE

An establishment or area used for the repair, rebuilding, reconstruction, painting, inside storage, or servicing of vehicles or a portion thereof up to 1-1/2 ton factory rated capacity, but which does not include the storage or dismantling of wrecked motor vehicles or storage of junk.

~~11-02-250~~11-02-251 GARAGE, PRIVATE

A structure that is accessory to a dwelling and which is used for the parking and storage of vehicles owned and operated by the residents of the

dwelling, and which is not a separate commercial enterprise available to the public.

~~11-02-251~~11-02-252 **GARAGE SALE**

A sale of old or used belongings held at a private residence.

~~11-02-252~~11-02-253 **GARDEN PLOT**

An assigned space reserved for the use of an organized group of community members for the purpose of gardening. The garden plot shall be managed and maintained by the active participation of the gardeners themselves.

*Adopted by the BOCC on December 13, 2010.

~~11-02-253~~11-02-254 **GAS OR LIQUIFIED PETROLEUM GAS
STORAGE**

An industrial establishment or area for the storage of gas or liquefied petroleum gas in approved portable metal cylinders for above ground storage.

~~11-02-254~~11-02-255 **GAS MIGRATION**

The movement of combustible gases through porous soil.

~~11-02-255~~11-02-256 **GAS PROCESSING PLANT**

Any establishment and appurtenant facilities utilized in the gas stripping process or coal gasification process to obtain a refined product.

~~11-02-256~~11-02-257 **GASOLINE SERVICE STATION**

A structure or property on or in which the principal use is the retail sale of gasoline, oil, or other fuel for motor vehicles and which may include, as an incidental use, the retail sale and installation of vehicle accessories, the making of minor repairs, and facilities for washing and servicing of not more than three (3) vehicles completely enclosed in a structure.

~~11-02-257~~11-02-258 GOLF COURSE

A tract of land for playing golf, improved with tees, greens, fairways, hazards, and which may include clubhouses and shelters.

~~11-02-258~~11-02-259 GOLF, MINIATURE

A tract of land for playing miniature golf which is played with a putter and golf ball in which each hole constitutes an obstacle course consisting of alleys, tunnels, bridges and the like through which the ball must be driven to hole it.

~~11-02-259~~11-02-260 GRAFFITI

Any writing, printing, marks, signs, symbols, figures, designs, inscriptions or other drawings which are scratched, scrawled, painted, drawn, or otherwise placed on any exterior surface of a structure, wall, fence, sidewalk, curb, or other permanent structure on public or private property which have the effect of defacing the property.

~~11-02-260~~11-02-261 GRAIN ELEVATOR

A structure in which grain is stored and handled by means of mechanical elevator and conveyor devices, for the eventual transferal to trucks, train cars, or other forms of transportation.

~~11-02-264~~11-02-262 GRAIN MILL

A facility where grain, such as corn, wheat, rye, oats, or barley, is ground into flour.

~~11-02-262~~11-02-263 GRASSED WATERWAY / SOD WATERWAY

A natural or constructed waterway or outlet shaped or graded and established in suitable vegetation as needed for the safe disposal of runoff from a field, diversion, terrace, or other structure.

~~11-02-263~~11-02-264 **GREENHOUSE**

A structure whose roof and sides are made largely of glass or other transparent or translucent material and in which the temperature and humidity can be regulated for the cultivation of delicate or out-of-season plants.

~~11-02-264~~11-02-265 **GROSS USABLE AREA**

The total floor area within a building excluding storage area, common hallways, etc.

~~11-02-265~~11-02-266 **GROUND FLOOR AREA OF PRINCIPAL BUILDING**

The area, in square feet, of the ground floor of the principal building on the lot measured by the extreme outside dimensions of the structure.

~~11-02-266~~11-02-267 **GROUP LIVING FACILITY**

A facility licensed by the Courts, Social Service Department, or other competent governmental authority for housing residents in a group home which include a group home for the aged, residential treatment center, group home for the mentally ill, home for social rehabilitation, group home for the developmentally disabled, communal home, specialized group facility, receiving home for more than four (4) foster home residents, residential child care facility, or shelter for domestic violence.

~~11-02-267~~11-02-268 **GUARD DOGS**

Any dog placed within an enclosure, on a commercial or industrial zoned lot, for the protection of persons or property by attacking or threatening to attack any unauthorized person found within the enclosure patrolled by the dog.

~~11-02-268~~11-02-269 **GUN AND ARCHERY RANGE**

An establishment designed to provide practice in the use of firearms and bow and arrow under controlled conditions so public health and safety are protected. Gun and archery ranges may include the sale of firearms, bows, arrows, associated equipment or supplies, food, and sanitary facilities.

~~11-02-269~~11-02-270 **HALFWAY HOUSE**

A facility which houses residents which have been sent subject to criminal corrective action by means of any sentence, suspended sentence, probation, parole, work release, conditional release from prison, jail, or other correction facility, deferred judgment, deferred prosecution, criminal diversion program, or similar order, program, condition, or requirements imposed, arranged, or ordered by any referring agency resulting from any criminal charge or conviction. Also known as: transitional house or diversion center.

*Adopted by the BOCC on December 13, 2010.

~~11-02-270~~11-02-271 **HAZARDOUS MATERIALS**

Includes, but is not limited to, inorganic mineral acids of sulfur, fluorine, chlorine, nitrogen, chromium, phosphorous, selenium and arsenic and their common salts; lead, nickel, and mercury and their inorganic salts or metallo-organic derivatives; coal, tar acids such as phenol and cresols and their salts and all radioactive materials and wastes.

~~11-02-274~~11-02-272 **HAZARDOUS WASTE**

Any hazardous material so defined in C.R.S. Section 25-15-101 (9), and any waste that requires special handling to avoid illness or injury to persons or damage to property.

~~11-02-272~~11-02-273 **HAZARDOUS WASTE DISPOSAL SITE**

A disposal site as defined in C.R.S. Section 25-15-200.3 (5).

~~11-02-273~~11-02-274 **HEALTH SPA**

A commercial establishment providing instruction or equipment designed to promote or improve the health of clients.

~~11-02-274~~11-02-275 **HEAVY INDUSTRIAL**

This use category includes: construction, manufacturing, processing, transportation, and public utilities, and those uses with severe potential for negative impact on any uses located relatively close to them. It includes

uses that require unenclosed structures that are large, tall and unsightly, such as concrete batch plants. Heavy industrial uses have enormous potential for generation of dust, noise and odor and may require large areas of exterior storage. The following uses are permitted: heavy construction contractors; heavy logistics center; meat processing, packing, packaging, and slaughter; alcoholic beverages; sawmills; paper, pulp, or paperboard mills; chemicals and allied products manufacturing except drugs; petroleum products manufacturing; rubber and miscellaneous plastics manufacturing; stone and clay products; transportation equipment; railroad transportation; utility production or processing facilities, but not offices or transmission or distribution; the storage and disassembly of vehicles and the re-assembly of various parts; asphalt and concrete production facilities; chemical manufacturing; manufactured homes, trailers, truck, and automobile manufacturing; auction yards with livestock; and salvage yards.

~~11-02-275~~11-02-276 **HEAVY MANUFACTURING OR PROCESSING**

Manufacturing and processing in which operations are carried on which will be likely to create smoke, fumes, noise, odor, vibration, or dust, or which may be detrimental to the health, safety, or general welfare of the community. The following uses are examples of heavy manufacturing or processing: abrasive manufacturing; acid manufacturing; asbestos products manufacturing; boiler or tank manufacturing; bone reduction; caustic soda manufacturing; celluloid manufacturing; coal, coke yards, or coal classifications, felt manufacturing; fossil fuel manufacturing; detergent, soap and by-products manufacturing using animal fat; disinfectant, insecticide, or poison manufacturing; distillation of bone, refuse, grain, and wood; dye manufacturing; fuel, oil, gasoline, and petroleum products (bulk storage and/or sale); hazardous waste treatment facility; linseed oil, shellac, and turpentine manufacturing and refinery; lubrication and grease manufacturing; lumber mills, planing mills, and storage of logs; oil compounding; paint and enamel manufacturing; pickle manufacturing; scrap processing or shredding yard; smelting or refining of metal; sugar and beet refining; tar and waterproofing (materials manufacturing, treatment, and bulk storage).

~~11-02-276~~11-02-277 **HEAVY RETAIL AND HEAVY SERVICES**

This use category includes: all activities involving the production, processing, cleaning, servicing, testing, or repair of materials, goods, or products that would be considered as light or heavy industrial shall be prohibited in this use. For example, while auto or engine repair is permitted, the storage and disassembly of vehicles and the re-assembly of various

parts are considered heavy industry. ~~Junkyards~~ Salvage yards are also considered heavy industry. Heavy retail and heavy service uses include retail and/or service activities that have large amounts of exterior service or storage areas or partially enclosed structures such as: automobile dealers; automotive repair except top, body, upholstery repair, paint, and tire retreading shops; automotive services except wrecking or towing storage yards; mobile home and manufactured housing dealers with mobile home sales office; auto/truck rental/leasing; cold storage; cabinet manufacturing with sales; radio and TV broadcasting station; flea market; firewood sales, storage, and splitting; and pawn shops.

~~11-02-277~~ 11-02-278 **HELIPORT**

An area, either at ground level or elevated on a structure, licensed and approved for the landing and takeoff of helicopters, and any appurtenant structures or facilities which may include parking, waiting room, refueling, maintenance, repair, or storage facilities.

~~11-02-278~~ 11-02-279 **HEMP FARM**

Land used for the growing, cutting, baling ~~processing~~, storage, and packaging of industrial hemp.

11-02-280 **HEMP MANUFACTURING AND EXTRACTION**

The act of taking the cultivated hemp plant and extracting cannabidiol (CBD) oil to then add said oil to already manufactured products and/or manufacturing products containing the CBD oil. This use also includes the manufacture of products from cultivated hemp such as rope and textiles. Hemp for these purposes shall be industrial hemp as defined in CRS Article 61, section 35-61-101(7) that means a plant of the genus Cannabis and any part of the plant, whether growing or not, containing a delta-9 tetrahydrocannabinol (THC) concentration of no more than three-tenths of one percent (0.3% THC) on a dry weight basis.

~~11-02-279~~ 11-02-281 **HIGH OCCUPANCY BUILDING UNIT**

Means any School, Nursing Facility as defined in C.R.S. § 25.5-4-103(14), hospital, life care institutions as defined in C.R.S. § 12-13-101, or correction facility as defined in C.R.S. § 17-1-102(1.7), provided the facility or institution regularly serves 50 or more persons; or an operating child care center as defined in C.R.S. § 26-6-102(1.5).

~~11-02-280~~11-02-282 **HIGH RISE**

A multifamily dwelling greater than three (3) stories in height and requiring an elevator for access to upper floors.

~~11-02-281~~11-02-283 **HOME OCCUPATION**

A business, profession, occupation or trade conducted for personal gain or support of the residential occupation and conducted within a residential building or accessory structure to a residential use.

~~11-02-282~~11-02-284 **HORSE TRAILER SALES AND RENTAL**

A commercial establishment or area for the purpose of horse trailer sales and rental.

~~11-02-283~~11-02-285 **HOSPITAL**

An establishment that provides medical or surgical care and treatment for the sick and the injured, where overnight stays are routine, and may include necessary accessory facilities such as laboratories, outpatient, or training facilities.

~~11-02-284~~11-02-286 **HOTEL OR MOTEL**

A commercial establishment, which offers transient lodging accommodations to the general public and provides additional services such as restaurants, meeting rooms, and recreation facilities. A hotel or motel shall provide a minimum of six (6) guestrooms.

~~11-02-285~~11-02-287 **HOUSEHOLD PETS**

Domesticated dogs and cats, small animals (rabbits, guinea pigs, hamsters, chinchillas, mice, and fish), reptiles (non-venomous only), and birds (parakeets, canaries, cockatiels, parrots) kept in cages, which are customarily kept in the home.

~~11-02-286~~11-02-288 **ILLICIT / ILLEGAL DISCHARGE**

Any direct or indirect discharge to the storm drainage system that is not composed entirely of stormwater as defined in Adams County Ordinance No.11, as amended.

~~11-02-287~~11-02-289 **IMPACT FEE ADMINISTRATION**

The person or persons designated by the County Administrator to administer the Regional Traffic Impact Fee Regulations.

~~11-02-288~~11-02-290 **IMPERVIOUS AREA**

Developed area with covering or pavement that prevents the land's natural ability to absorb and infiltrate typical precipitation and irrigation events. Impervious areas include, but are not limited to; roof tops, walkways, patios, driveways, parking lots, storage areas, impervious concrete and asphalt, and any other continuous non-pervious pavement or covering.

~~11-02-289~~11-02-291 **IMPROVEMENT**

Any man-made, immovable item that becomes part of, is placed upon, or is affixed to a structure or lot.

~~11-02-290~~11-02-292 **INCIDENTAL SIGN**

A sign without a commercial message, usually informational, that has a purpose secondary to the use of the lot on which it is located, such as "no parking," "entrance," "loading only," telephone," and other similar directives.

~~11-02-291~~11-02-293 **INCINERATOR**

An engineered apparatus used to burn waste substances and in which all the combustion factors, temperature, retention time, turbulence and combustion air, can be controlled.

~~11-02-292~~11-02-294 **INCLUSION**

The process by which a Special District's boundaries are altered through the addition of real property.

~~11-02-293~~11-02-295 **INCREASING THE EXISTING DESIGN CAPACITY**

The addition of any buildings, structures, or other property which creates an increase in the capacity of the facility, beyond which was approved in the original application, but shall not apply to technological modifications or minor apparatus which increase capacity without an increase in resource consumption, pollutant discharge, or noise levels.

~~11-02-294~~11-02-296 **INDIVIDUAL SEWAGE DISPOSAL SYSTEM**

An absorption system of any size or flow, or a system or facility for collecting, storing, treating, neutralizing, stabilizing, or disposing of sewage which is not part of or connected to a sewage treatment works. An ISDS with a design hydraulic capacity equal to or greater than two thousand gallons per day is considered to be a domestic wastewater treatment works and subject to State Health and Tri-County Health regulation.

*Adopted by the BOCC on December 13, 2010.

~~11-02-295~~11-02-297 **INDOOR COMMERCIAL RECREATION/ENTERTAINMENT**

This use category includes: all indoor commercial amusement facilities (except “Sexually Oriented Businesses”) including, but not limited to: bowling alleys; indoor sports arenas; physical fitness facilities; movie theaters; Event Centers; video arcades; and pool arcades.

~~11-02-296~~11-02-298 **INDUSTRIAL USES**

Industrial uses include business park uses; extraction and disposal uses; heavy industry; heavy manufacturing or processing; landscape storage yards; light industry; light manufacturing or processing; major energy facilities; moderate manufacturing or processing; and outdoor storage.

~~11-02-297~~11-02-299 **INERT MATERIAL**

As defined in C.R.S. Section 25-15-101 (14) which includes non-water soluble and non-putrescible solids together with such minor amounts and types of other materials as will not significantly affect the inert nature of such solids, as determined by Adams County. The term includes, but is not limited to, earth, sand, gravel, rock, concrete (which has been in a hardened

state for at least sixty (60) days), masonry, asphalt paving fragments which are not located in the water table, and other inert solids including those the Colorado Department of Public Health and Environment may identify by regulation. Street sweepings from street cleaning machines are not considered inert material and are instead considered solid waste.

~~11-02-298~~11-02-300 **INFECTIOUS WASTE**

Any material as defined in C.R.S. Section 25-15-402 (1). This includes waste capable of producing an infectious disease and requires the consideration of certain factors as described in state statutes necessary for induction of disease. Generally, the waste must contain pathogens with sufficient virulence and quantity so that exposure to the waste by a susceptible host could result in disease.

~~11-02-299~~11-02-301 **INSTITUTIONAL CARE**

This use category includes: convents or monasteries; nursing homes; hospitals/clinics; foster homes; sanitariums; convalescent homes; protective living facilities; boarding/rooming houses; and sheltered care homes.

~~11-02-300~~11-02-302 **INSTITUTIONAL USES**

Institutional uses include institutional care; jails and prisons; neighborhood indoor uses; outdoor public uses; places of worship; public service; and universities.

~~11-02-304~~11-02-303 **INSULATION MATERIAL SALES AND STORAGE**

A commercial establishment or area for the sale and/or storage of insulation materials.

~~11-02-302~~11-02-304 **INTERNATIONAL AIRPORT CLEAR ZONE**

An area devoted to those uses identified in Article IV of the Intergovernmental Agreement on a New Airport.

~~11-02-303~~11-02-305 **JAILS AND PRISONS**

This use category includes jails; prisons; penal institutions; or other facilities for the processing and confinement of persons held in lawful custody.

~~11-02-304~~11-02-306 **JUNK**

Any manufactured goods, appliances, fixtures, furniture, machinery, motor vehicle or trailer which is abandoned, demolished or dismantled, and such discarded or generally unusable material as scrap metal, scrap material, waste, bottles, tin cans, paper, garbage, boxes, crates, rags, used lumber, building materials, motor vehicles, machinery parts, and used tires (these are by way of example and not by way of limitation).

~~11-02-305~~ **JUNKYARD**

~~An industrial use contained within a structure, or parcel of land where junk, waste, discarded, or salvage materials are bought, sold, exchanged, stored, baled, packed, assembled, or handled, including automobile wrecking yards, but not including scrap processing or shredding.~~

~~11-02-306~~11-02-307 **KENNEL/CATTERY, COMMERCIAL**

This use category includes facilities where four (4) or more animals of the canine or feline family are kept, maintained, sheltered or boarded for compensation.

~~11-02-307~~11-02-308 **KENNEL/CATTERY, PRIVATE**

Premises where more than the maximum allowable number of dogs and/or cats are kept for the private, non-commercial enjoyment of the owner(s). This does not include offspring less than five (5) months of age belonging to one of the adult animals. Boarding dogs and/or cats other than those animals owned by the resident and/or owner and immediate family is prohibited.

~~11-02-308~~11-02-309 **LANDSCAPE STORAGE YARD**

An unenclosed portion of the lot or parcel upon which a landscape business owner maintains a principal office or a permanent business. Designation of

the lot or parcel as a landscape storage yard would allow this area to be used to store and maintain construction equipment and other materials customarily used in the trade.

*Adopted by the BOCC on December 13, 2010.

~~11-02-309~~11-02-310 **LANDSCAPED AREA**

Land set aside for the purpose of planting and maintaining trees, shrubs, ground cover or grasses, as well as associated ornamental nonliving materials.

~~11-02-310~~11-02-311 **LANDSCAPING**

Landscaping shall mean those plants and associated nonliving ornamental materials, which are permitted in Section 4-15.

~~11-02-311~~11-02-312 **LARGER COMMON PLAN OF DEVELOPMENT OR SALE**

Contiguous area where multiple, separate and distinct construction activities may be taking place at different times on different schedules but remain related. Contiguous means construction activities located in close proximity to each other, within ¼ mile. This includes phased projects, projects with multiple filings or lots, and projects in a contiguous area that may be unrelated but still under the same contract or same plan. If a construction project disturbs less than one acre, but is part of a common plan of development or sale, the disturbed area of the entire plan within the MS4 Permitted Area must be considered in determining SWQ Permit and/or Post-Construction Stormwater requirements, and all portions of the project must be covered.

~~11-02-312~~11-02-313 **LEVEL OF SERVICE**

A qualitative measure describing operational conditions, from “A” (best) to “F” (worst), within a traffic stream or at intersections, which is quantified for road segments by determination of a volume to capacity ratio (V/C), which is a measurement of the amount of capacity of a road which is being utilized by traffic.

~~11-02-313~~11-02-314 **LETTER OF MAP REVISION (LOMR)**

A Letter of Map Revision is an official revision to the currently effective FEMA map. It is issued by FEMA and changes flood zones, delineations, and elevations.

~~11-02-314~~11-02-315 **LETTER OF MAP REVISION BASED ON FILL (LOMR-F)**

FEMA's modification of the Special Flood Hazard Area (SFHA) shown on the Flood Insurance Rate Map (FIRM) based on the placement of fill outside the existing regulatory floodway.

~~11-02-315~~11-02-316 **LIBRARY, PUBLIC**

An establishment operated by a public agency or nonprofit organization used to keep literary and artistic materials, such as books, periodicals, newspapers, pamphlets, and prints, for reading, reference, or borrowing.

~~11-02-316~~11-02-317 **LIGHT INDUSTRIAL**

This use category includes: manufacturing, assembly, processing, storage transportation, construction, repair and wholesale uses such as: general building contractors; special trade contractors; dairy and food processing and manufacturing facilities; textiles and apparel; logistics center; lumber, building materials, and wood products; furniture and fixtures; paper products, except mills; printing and publishing; drug manufacturing; leather and leather products, including tanning and finishing; fabricated metal, sheet metal shops, metal products manufacturing; electric and electronic equipment, including electronic distribution and electrical industrial; instruments and related products; meat processing and packaging, excluding meat packing and slaughter; miscellaneous manufacturing industries; local and interurban passenger transit; trucking and general warehousing, including mini-storage; transportation services; wholesale trade (durable and non-durable); fuel and ice dealers; welding repair; automotive repair, including top, body, upholstery repair, paint, and tire re-treading shops; special warehousing and storage; ~~auto towing and storage yards~~; recreational vehicle storage; dry cleaning plants; auction houses without livestock; and bus repair. Light industrial uses shall have limited outdoor storage and are those uses where no effects from noise, smoke, glare, vibration, fumes or other environmental factors are measurable at the property line.

~~11-02-317~~11-02-318 LIGHT MANUFACTURING OR PROCESSING

Manufacturing and processing in which no operations are carried on which will be likely to create smoke, fumes, noise, odor, vibration, or dust, or which will be detrimental to the health, safety, or general welfare of the community. The following are examples of light manufacturing or processing: beverage manufacturing; book binding; canvas products manufacturing; clothing or cloth manufacturing; office and computing machines; electronics manufacturing; furnace installation, repair, and cleaning; hosiery manufacturing; machine shops; machine tool manufacturing; machinery sales; public utility storage, yards, and service installments; shoe manufacturing; sign manufacturing, repair, and maintenance.

~~11-02-318~~11-02-319 LINSEED OIL, SHELLAC, AND TURPENTINE MANUFACTURING OR REFINERY

An industrial establishment or area for the purpose of manufacturing or refining linseed oil, shellac, or turpentine.

~~11-02-319~~11-02-320 LIVESTOCK AND POULTRY

Domestic animals of types customarily raised or kept on farms or ranches for profit or other productive purposes.

~~11-02-320~~11-02-321 LIVESTOCK AND POULTRY CONFINEMENT OPERATION

An operation for the growing, feeding and fattening of livestock and/or poultry for commercial purposes, where the animals are confined within a closed structure; and/or the animals are kept within permanent corrals, pens, or yards; and these animals have been, are, or will be stabled or confined and fed or maintained for a total of forty-five (45) consecutive days or more in any twelve (12) month period.

~~11-02-321~~11-02-322 LIVESTOCK UNIT

A term and number used to establish an equivalency for various species of livestock. Any combination of livestock species shall not exceed the maximum number of livestock units allowed in the applicable zone district.

11-02-32211-02-323 LOADING OR UNLOADING SPACE

An off-street area used for the temporary parking of a commercial vehicle for the loading or unloading of merchandise or materials.

**11-02-32311-02-324 LOCAL STREET (RESIDENTIAL OR
INDUSTRIAL)**

A street designed for local service with no through traffic that may have stop signs or traffic signals.

**11-02-32411-02-325 LODGES, FRATERNAL AND SOCIAL
ORGANIZATIONS**

An establishment used by an organization of persons joined together for a common purpose or interest.

11-02-32511-02-326 LODGING, COMMERCIAL

This use category includes hotels; motels; and convention centers.

11-02-327 LOGISTICS CENTER, HEAVY

A wholesaling, warehousing, and/or distribution use that provides a central location for receiving, storing and distributing raw materials, semi-finished goods, or finished goods. Heavy logistic centers may be warehouses in which goods are stored (a.k.a. “product warehouses”), or truck terminals in which goods are transferred between trucks or between trucks and trains or other transportation modes (a.k.a. “truck terminals”), or moving warehouses (including indoor storage of portable on-demand storage containers), or wholesaling operations (but not wholesale membership clubs in which memberships are available to the general public). Heavy logistic centers are expected to generate at least 50 truck trips per day.

11-02-328 LOGISTICS CENTER, LIGHT

A wholesaling, warehousing, and/or distribution use that provides a central location for receiving, storing and distributing raw materials, semi-finished goods, or finished goods. A logistic center may be warehouses in which goods are stored (a.k.a. “product warehouses”), or wholesaling operations (but not wholesale membership clubs in which memberships are available

to the general public). Logistic centers are expected to generate fewer than 50 truck trips per day.

~~11-02-326~~11-02-329 **LOT**

A single designated parcel, tract, or area of land established by a recorded subdivision plat or a separate parcel of land that existed as such prior to July 1, 1972.

~~11-02-327~~11-02-330 **LOT AREA**

The total area of a horizontal plane bounded by the lot lines but not including any areas occupied by right-of-way, floodplains, the waters of any lake, river, canal, or major drainage ditch.

~~11-02-328~~11-02-331 **LOT, CORNER**

A lot or parcel of land abutting two (2) or more streets at their intersection, or upon two (2) parts of the same streets forming an interior angle of less than one-hundred-thirty-five (135) degrees. The setback shall be the same as a front setback for all corner lots.

~~11-02-329~~11-02-332 **LOT COVERAGE**

The portion of a lot that can be legally occupied by the ground floor of the principal structure and use and all permitted accessory uses, buildings or structures.

~~11-02-330~~11-02-333 **LOT DEPTH**

The horizontal distance between the front lot line to the rear lot line measured from the midpoint of the front lot line to the midpoint of the rear lot line.

~~11-02-331~~11-02-334 **LOT, DOUBLE FRONTAGE**

A lot, other than a corner lot, which has frontage on more than one (1) street.

~~11-02-332~~11-02-335 **LOT, FLAG**

A lot where access to the public road is by a narrow, private, right-of-way.

~~11-02-333~~11-02-336 **LOT FRONTAGE**

Any lot line of a lot abutting a street or public right-of-way.

~~11-02-334~~11-02-337 **LOT, INTERIOR**

A lot with one frontage on a dedicated public right-of-way, other than an alley.

~~11-02-335~~11-02-338 **LOT LINE**

A line of record bounding a lot, which divides one lot from another lot or from a public or private street or any other public space.

~~11-02-336~~11-02-339 **LOT LINES, FRONT**

The lot line separating a lot from a street right-of-way. For corner or double frontage lots, there shall be as many front lot lines as there are frontages on street right-of-ways.

~~11-02-337~~11-02-340 **LOT LINES, REAR**

The lot line opposite and most distant from the front lot line; or in the case of triangular or otherwise irregularly shaped lots, the Chief Building Official shall designate the rear and side lot lines by address.

~~11-02-338~~11-02-341 **LOT WIDTH**

The horizontal distance between the side lot lines of a lot, measured at the established or minimum front setback line.

~~11-02-339~~11-02-342 LOT, ZONING

A lot or a series of contiguous lots, not separated by a street or other right-of-ways, designated by their owner as a tract to be used, developed, built upon as a unit, under single ownership and control.

~~11-02-340~~11-02-343 LOWEST FLOOR

The lowest floor of the lowest enclosed area including a basement. An unfinished or flood resistant enclosure used solely for parking of vehicles, structure access or storage, in an area other than a basement area, is not considered lowest floor of a structure, provided said enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of the regulation.

~~11-02-341~~11-02-344 LUMBER MILL

A commercial establishment or area equipped with machinery for the purpose of dressing logs or lumber or modifying the shape or size of the lumber in any way.

~~11-02-342~~11-02-345 MALODOROUS CONDITION

An odor reading greater than the permitted odor standard allowed by state statutes or regulations. Odor readings will be taken to determine whether such conditions exist. The odor readings shall be made by an agent certified in Odor Intensity Rating by the Colorado Department of Public Health and Environment by use of a Barneby Cheney Scentometer. The reading shall be taken at any location on or outside the permit boundary.

~~11-02-343~~11-02-346 MAJOR ENERGY FACILITIES

Transmission lines, power plants, and substations; gas processing plants, and related storage areas providing fossil fuels, manufactured gas, or other petroleum derivatives; microwave installations; and pipelines above ground in excess of one (1) mile in length.

~~11-02-344~~11-02-347 **MAJOR ENERGY FACILITY OPERATION APPLICANT**

Any individual, partnership, corporation, association, company, or other public or corporate body, including any political subdivision, agency, instrumentality, or corporation of the state, engaged in the operation of a public utility and/or major energy facilities.

~~11-02-345~~11-02-348 **MAJOR REPAIRS**

Work or renovation estimated to cost more than fifty percent (50%) of the market value of the structure to be renovated. The costs of renovation or repair or replacement shall mean the fair market value of the materials and services necessary to accomplish such renovation, repair or replacement and no person may seek to avoid the intent of Section 4-22-02 by doing such work incrementally. The market value shall mean either the market value for property tax purposes, updated as necessary by the increase in the consumer price index since the date of the last valuation, or the valuation determined by an independent qualified appraiser, mutually selected by the Director of Community and Economic Development and the applicant. A qualified appraiser shall be a Member of the Appraisal Institute (M.A.I.) or an Accredited Rural Appraiser (A.R.A.).

~~11-02-346~~11-02-349 **MAJOR ROAD SYSTEM**

All arterial roads within unincorporated Adams County, excluding state and federal highways.

~~11-02-347~~11-02-350 **MANUFACTURED HOME**

A structure manufactured pursuant to the authority of the “National Manufactured Housing Construction and Safety Standards Act (42 U.S.C 4501 et seq., as amended) that is transferable in one (1) or more sections and which is built on a permanent chassis off site, with wheels and axles that are a temporary means of transport of the unit to its site. Manufactured homes are designed to be used with or without a permanent foundation. The sections of the home when assembled must have dimensions of at least eight (8) by forty (40) feet, excluding hitches and transport apparatus. All mobile homes manufactured after June 15, 1976, and meet federal standards are considered manufactured homes.

~~11-02-348~~11-02-351 MANUFACTURED HOME PARK

A tract of land under individual or corporate ownership with two (2) or more spaces for lease or rent upon which individual manufactured home residences are placed and used for residential purposes.

~~11-02-349~~11-02-352 MANUFACTURED HOME SALES LOT

An establishment or area for the sales of manufactured homes.

~~11-02-350~~11-02-353 MANUFACTURED HOME SUBDIVISION

A parcel (or contiguous parcels) of land divided into two (2) or more manufactured home lots for rent or sale.

~~11-02-354~~11-02-354 MANUFACTURING, GENERAL

Establishments engaged in the mechanical or chemical transformations of materials or substances into new products including the assembling of components, parts, the manufacturing of products, and the blending of materials such as lubricating oils, plastics, resins, or liquors.

**~~11-02-352~~11-02-355 MANUFACTURING OF SMALL COMPONENTS
AND INSTRUMENTS**

An establishment or area for the purpose of assembly and production of small components and instruments.

~~11-02-353~~11-02-356 MARQUEE

Any permanent roof-like structure projecting beyond, and supported by the wall of a structure, generally designed and constructed to provide protection from the weather.

~~11-02-354~~11-02-357 MARQUEE SIGN

Any sign attached to, in any manner, or made part of a marquee.

~~11-02-355~~11-02-358 **MARIJUANA ESTABLISHMENT**

A Marijuana Establishment means both a “Medical Marijuana Business” and/or a “Retail Marijuana Establishment” as defined by the Colorado Department of Revenue Marijuana Enforcement Division (1 CCR 212-2).

~~11-02-356~~11-02-359 **MASSAGE**

A method of treating the body for remedial or hygienic purposes, including, but not limited to rubbing, stroking, kneading, or tapping with the hand or an instrument or both.

~~11-02-357~~11-02-360 **MASSAGE BUSINESS**

An establishment providing massage, but does not include training rooms of public and private schools accredited by the state board of education or approved by the division charged with the responsibility of approving private occupational schools, training rooms of recognized professional or amateur athletic teams, and licensed health care facilities. A facility which is operated for the purpose of massage therapy performed by a massage therapist is a massage business.

~~11-02-358~~11-02-361 **MASSAGE THERAPIST**

A person who has graduated from a massage therapy school accredited by the state board of education or division charged with the responsibility of approving private occupational schools, or from a school with comparable approval or accreditation from another state with transcripts indicating completion of at least five hundred (500) hours of training in massage therapy. A massage therapy school may include an equivalency program approved by the state board of education or division charged with the responsibility of approving private occupational schools.

~~11-02-359~~11-02-362 **MATERIAL MODIFICATION (SPECIAL DISTRICT SERVICE PLANS)**

A basic or essential change to the method of providing services including the exclusion or addition of services.

~~11-02-360~~11-02-363 MATURITY

For the purposes of these standards and regulations, maturity shall mean five (5) years after planting for shrubs, ten (10) years after planting for trees, and one (1) year after planting for ground covers. Large trees shall be those which typically reach a height of over twenty (20) feet at maturity, and ornamental trees shall mean those which typically reach a height of twenty (20) feet or under at maturity.

~~11-02-364~~11-02-364 MICROWAVE INSTALLATION

Any non-mobile facility and appurtenant facilities transmitting or receiving microwave energy to a location, or from a location other than the structure to which the device is attached, and any addition thereto increasing the existing design capacity. Microwave installations with towers less than ninety (90) feet in height and/or utilizing less than one (1) acre in size for tower installation shall be exempt from this definition.

~~11-02-362~~11-02-365 MINERAL DEPOSITS OF COMMERCIAL QUANTITY AND QUALITY

Natural mineral deposits of limestone, coal, gravel, sand, and quarry aggregate for which extraction is or will be commercially feasible and for which it can be demonstrated by geologic, mineralogical, or other scientific data, the deposit is of significant value to the County.

~~11-02-363~~11-02-366 MOBILE HOME

A structure, transportable in one (1) or more sections, which is built on a permanent chassis and designed to be used as a dwelling with or without permanent foundation, and which has not been certified under the “National Manufactured Housing Construction and Safety Standards Act” (42 U.S.C. 4501 et seq., as amended). Mobile homes have not been produced since 1976. See also “Manufactured Home”.

~~11-02-364~~11-02-367 MOBILE HOME PARK

This use category includes: a parcel of land, under single ownership, planned and improved for the placement of mobile homes, where each mobile home is designed, arranged and intended to be occupied by one (1) living unit, located on a single or multiple lots, being the principal use of the lot, and not connected to any other residence.

~~11-02-365~~11-02-368 **MODERATE MANUFACTURING OR PROCESSING**

Manufacturing and processing in which operations are carried on which may be likely to create smoke, fumes, noise, odor, vibration, or dust, but which are not detrimental to the health, safety, or general welfare of the community. The following uses are considered medium manufacturing or processing for the purpose of these standards and regulations:

1. Can Manufacturing
2. Candy Product Manufacturing (for sale off premises)
3. Cement, Cinder Block, Concrete, Lime or Plaster Manufacturing
4. Cosmetic and Perfume Manufacturing
5. Creosote Manufacturing or Treatment Plant
6. Fat Rendering Production (of edible fats and oils from animal or vegetable products)
7. Forging Plant and Foundry
8. Glass or Glass Product Manufacturing
9. Metal Ingots, Casting Sheets or Bearings, Forging or Rolling Mills
10. Millinery Manufacturing
11. Mobile Homes Manufacturing and Storage
12. Vacation Camper Manufacturing

~~11-02-366~~11-02-369 **MORTUARY**

An establishment with facilities for the preparation of the deceased for burial or cremation to include embalming, for the viewing of the body, and for funerals. Also known as Funeral Home or Funeral Parlor.

*Adopted by the BOCC on December 13, 2010.

~~11-02-367~~11-02-370 **MOSQUE**

See “Place of Worship”.

~~11-02-368~~11-02-371 **MOVER**

The drilling contractor or trucking contractor actually transporting the drilling rig for the operator.

~~11-02-369~~11-02-372 MOVING AND TRANSFER COMPANY

A commercial establishment, which moves and transfers items.

~~11-02-370~~11-02-373 MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4)

Any public owned conveyance or system of conveyances of stormwater that discharge to State Waters and is designed for or used for collecting or conveying stormwater. The MS4 is not a combined sewer, and is not part of a Publicly Owned Treatment Works (POTW). Examples include, but are not limited to; roads with drainage systems, roadside ditches, curbs, gutters, man-made channels, ditches, catch basins, municipal streets, storm drainage facilities (detention or retention ponds) storm sewer infrastructure (pipes, manholes, culverts, inlets/drains), and conveyances that are owned or operated by the County through agreement, contract, direct ownership, easement or right-of-way and are for the purpose of managing floodplains, stream banks and channels. This term may also be referred to as “storm drainage system”.

~~11-02-371~~11-02-374 MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMIT

State or federal stormwater discharge permit that regulates discharges from Municipal Separate Storm Sewer Systems (MS4) for compliance with Clean Water Act regulations.

~~11-02-372~~11-02-375 MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMITTED AREA, ADAMS COUNTY

Area within unincorporated Adams County’s Urbanized Area, including projected Adams County’s Growth Area (if applicable), designated based on census information, which is revised and adopted as part of the Adams County’s MS4 Permit application and renewal permit process.

~~11-02-373~~11-02-376 NATIONAL FLOOD INSURANCE PROGRAM (NFIP)

FEMA’s program of flood insurance coverage Program (NFIP) and floodplain management administered in conjunction with the Robert T. Stafford Disaster Relief and Emergency Assistance Act. The NFIP has

applicable Federal regulations promulgated in Title 44 of the Code of Federal Regulations. The U.S. Congress established the NFIP in 1968 with the passage of the National Flood Insurance Act of 1968.

~~11-02-374~~11-02-377 **NATIONAL POLLUTANT DISCHARGE
ELIMINATION SYSTEM (NPDES)**

The national program under Section 402 of the Clean Water Act that regulates of discharges of pollutants from point sources to waters of the U.S.

~~11-02-375~~11-02-378 **NATURAL HAZARD**

A geologic, wildlife, or flood condition which is adverse to past, current, or foreseeable construction or land use and constitutes a significant hazard to public health and safety or to property.

~~11-02-376~~11-02-379 **NEIGHBORHOOD INDOOR USES**

This use category includes: neighborhood community or recreational centers; day care centers (day or nursery schools); gymnasiums; branch libraries; indoor recreational centers; public or private primary and secondary schools (excluding trade schools); indoor skating rinks (ice or roller); indoor swimming pools; tennis; racquetball; handball; handball courts; and all other indoor institutional uses.

~~11-02-377~~11-02-380 **NO TILL OR SLOT PLANTING**

A conservation tillage system in which the soil is left undisturbed prior to planting. Planting is completed in a narrow seedbed approximately one (1) to three (3) inches wide. Weed control is accomplished primarily with herbicides. Residue from the preceding crop is to be retained on the soil surface with the exception of that buried by the drill.

~~11-02-378~~11-02-381 **NONCOMBUSTIBLE BUILDING
CONSTRUCTION**

A material of which no part will ignite and burn when subjected to fire. Any material conforming to Uniform Building Code Standard No. 4-1 as

adopted in the County Building Code shall be considered noncombustible, or a material having a structural base of noncombustible materials as defined above, with a surfacing material not over 1/8 inch thick which has a flame spread rating of fifty (50) or less.

~~11-02-379~~11-02-382 **NONCONFORMING CONDITIONS**

An activity of a building, sign, fence, structure, or a portion thereof which lawfully existed before the adoption or amendment of these standards and regulations, but which does not conform to all of the regulations contained in these standards and regulations, or amendments thereto, which pertain to the zone district in which it is located.

~~11-02-380~~11-02-383 **NONCONFORMING LOT**

A lot, the area, dimensions or location of which were lawful at the time the lot was created, but which fail to conform to the current standards and regulations due to adoption, revision or amendment.

~~11-02-381~~11-02-384 **NONCONFORMING MOBILE HOME PARK**

A mobile home park lawfully created prior to January 1, 1980, that may or may not be located in the Mobile Home Dwelling Zone District and is recognized as an established mobile home park by the County Treasurer's Office.

~~11-02-382~~11-02-385 **NONCONFORMING SIGN**

Any sign, the area, dimensions or location of which were lawful at the time the sign was erected, but which fail to conform to the current standards and regulations due to adoption, revision or amendment.

~~11-02-383~~11-02-386 **NONCONFORMING STRUCTURE**

Any structure for which the size, dimensions or location of which was lawful when erected or altered, but which fails to conform to the current standards and regulations due to adoption, revision or amendment.

~~11-02-384~~11-02-387 **NONCONFORMING USE**

A use or activity, which was lawful when, originally established, but which fails to conform to the current standards and regulations due to adoption, revision or amendment.

~~11-02-385~~11-02-388 **NONCONFORMITY, DIMENSIONAL**

A nonconforming situation that occurs when any one of the following items does not conform to the standards and regulations applicable to the district in which the property is located:

1. The height, size, or minimum floor area of a structure;
2. The relationship between an existing structure or structures and other structures; or
3. The lot lines of a parcel.

~~11-02-386~~11-02-389 **NONHAZARDOUS MATERIALS**

Materials not defined as “Hazardous Materials” or “Hazardous Waste” in this document.

~~11-02-387~~11-02-390 **NONLIVING MATERIAL**

Material associated with landscaping such as lava rock, washed river rock, wood chips, and other similar nonliving decorative material.

~~11-02-388~~11-02-391 **NON-SITE RELATED IMPROVEMENTS**

Road capital improvements and right-of-way dedications for roads on the County’s major roadway system. Roadway improvements identified in the Regional Traffic Impact Fee Section are not site-related improvements.

~~11-02-389~~11-02-392 **NUDE MODEL STUDIO**

Any place where a person appears in a state of nudity or displays “specified anatomical areas” and is provided for money or any form of consideration to be observed, sketched, drawn, painted, sculpted, photographed, or similarly depicted by other persons.

~~11-02-390~~11-02-393 **NUDITY OR STATE OF NUDITY**

The appearance of human bare buttock, anus, male genitals, or the areola or nipple of the female breast; or a state of dress which fails to opaquely and fully cover human buttocks, anus, male or female genitals, pubic region or areola or nipple of the female breast.

~~11-02-391~~11-02-394 **NURSERIES**

Land and/or greenhouses used to raise flowers, shrubs, trees, grass, and/or other plants for the primary purpose of commercial sale.

~~11-02-392~~11-02-395 **NURSERY SCHOOL**

See “Day Care Center”.

~~11-02-393~~11-02-396 **NURSING HOME**

A health establishment, which provides nursing care under the direction of a Colorado, licensed physician to patients who, for reason of illness or physical infirmities, are unable to care for themselves.

~~11-02-394~~11-02-397 **OBSTRUCTION**

Any dam, wall, embankment, levee, dike, pile, abutment, soil material, bridge, conduit, culvert, building, wire, fence, refuse, fill, structure or other matter in, along, across, or projecting into any channel which may impede, retard, or change the direction of the flow of water, either in itself or by catching debris carried by such water, or that is placed where the flow of water might carry the same downstream.

~~11-02-395~~11-02-398 **OFF-PREMISE ADVERTISING DEVICES**

This use category includes: signs advertising an establishment, merchandise, service, or entertainment, which is not sold, produced, manufactured, or furnished at the property on which the sign is located. These signs are commonly referred to as billboards.

~~11-02-396~~11-02-399 **OFFENDING VEGETATION**

Noxious weeds as defined by the Colorado Department of Agriculture and/or as identified for mandated control and enforcement by the County Weed Manager. Areas for cultivation of crops shall not be considered landscaping or offending vegetation.

*Adopted by the BOCC on December 13, 2010.

~~11-02-397~~11-02-400 **OFFICES**

This use category includes: banking and other credit agencies (offices only); security, commodity brokers and services; insurance carriers; real estate; holding and other investments; business services; and medical offices.

~~11-02-398~~11-02-401 **OFF-SITE DIRECTIONAL SIGN**

A sign, which directs attention to a business, commodity, service, activity or product, sold, conducted, or offered off the premises where such sign is located. An Off-Site Directional Sign shall be used to advertise a business, commodity, service, campaign, drive, or special event, which is located within one thousand (1,000) feet of the property on which the sign is placed.

~~11-02-399~~11-02-402 **OFF-STREET PARKING SPACE**

An area of three hundred (300) square feet, which shall include the parking space and the necessary area for ingress and egress.

~~11-02-400~~11-02-403 **OIL AND GAS FACILITY**

Oil and Gas Facility means an oil and gas facility as defined by the rules and regulations of the Colorado Oil and Gas Conservation Commission.

~~11-02-401~~11-02-404 **OIL AND GAS WELL DRILLING AND PRODUCTION**

The drilling for and production of gas and oil, along with the installation of pumps, tanks, pits, treaters, and separators and other equipment.

~~11-02-402~~11-02-405 **OPEN AREA**

Any real property in single or joint ownership with no structures.

~~11-02-403~~11-02-406 **OPEN SPACE**

Any parcel or area of land or water essentially unimproved and set aside, dedicated, designated or reserved for public or private use or enjoyment, or for the use and enjoyment of owners and occupants of land adjoining or neighboring such lands.

~~11-02-404~~11-02-407 **OPEN SPACE, ACTIVE**

Open space that may be improved and set aside, dedicated, designated, or reserved for recreational facilities such as swimming pools, play equipment for children, ball fields, court games, picnic tables, etc.

~~11-02-405~~11-02-408 **OPERATOR**

The mineral estate owner, the mineral estate lessee, drilling contractor, production company, or any party or parties acting on behalf of any of the above.

~~11-02-406~~11-02-409 **OUTDOOR ADVERTISING SIGN**

See “Billboard”.

~~11-02-407~~11-02-410 **OUTDOOR COMMERCIAL RECREATION**

This use category includes: outdoor commercial amusement facilities; music arenas; theme parks; amusement parks; go-cart establishments; miniature golf establishments; ice and roller skating rinks; water slides; batting cages; archery ranges; pistol and shooting ranges; and drive-in theaters.

~~11-02-408~~11-02-411 **OUTDOOR CONCERTS AND EVENTS**

An outdoor establishment or facility used to accommodate an audience at public meetings or artistic performances, which usually includes a stage and seating.

~~11-02-409~~11-02-412 **OUTDOOR STORAGE**

The storage of materials or inventory naturally and normally incidental to the primary use of a property limited to the primary user of the property, and located on the same lot with the primary use. Accessory storage shall not include vehicles, which can be driven off the property under their own power and are licensed to be driven on public rights-of-way. Merchandise for sale or lease shall not be considered accessory storage, except storage of gravel, rock, recycled asphalt, or other landscaping materials shall be considered outdoor storage.

*Adopted by the BOCC on December 13, 2010.

~~11-02-410~~11-02-413 **OVERALL DEVELOPMENT PLAN**

A plan, map, and supporting materials required by these standards and regulations that outlines general, rather than detailed, development intentions and depicts a proposed subdivision in schematic form.

~~11-02-411~~11-02-414 **OUTDOOR PUBLIC USES**

This use category includes: public areas for active recreational activities including, but not limited to, jogging, cycling, tot lots, playing fields, playgrounds, outdoor swimming pools, tennis courts, public campgrounds, and publicly-operated golf courses. Also included are recreational uses such as: arboretums; areas for hiking; nature areas; wildlife sanctuaries; picnic areas; garden plots; recreation-oriented parks; and other public open spaces. Cemeteries, with or without caretaker residences, are also considered outdoor public uses.

~~11-02-412~~11-02-415 **OWNER**

Any person who alone, jointly, or severally with others:

1. Has a legal, possessory or equitable interest in a dwelling unit, with or without accompanying actual possession thereof; or

2. Acts as the agent of a person having a legal, possessory or equitable interest in a dwelling or dwelling unit thereof; or
3. Is the general representative or fiduciary of an estate through which a legal or equitable interest in a dwelling unit is administered.

~~11-02-413~~11-02-416 PAINTING AND BODY SHOP

An establishment or area for the purpose of the replacement, painting, restoration, welding, rebuilding or refinishing of vehicle parts or body components of automobiles, trucks, and other motor vehicles.

~~11-02-414~~11-02-417 PARKING GARAGE

A multi-level covered structure that provides primary parking to the public.

~~11-02-415~~11-02-418 PARKING LOT, COMMERCIAL

This use category includes: a parking lot or parking garage for public parking for a fee, not including parking lots or garages operated as an accessory use in association with a residential, commercial, or industrial business. See “Automobile Parking Lot”.

~~11-02-416~~11-02-419 PARKS, PUBLIC

A tract of land designed for and used by the public for active or passive recreation, which may include structures containing athletic facilities, cooking facilities, and restrooms.

~~11-02-417~~11-02-420 PAWNBROKER

Defined in accordance with C.R.S. Section 12-56-101. Used motor vehicles, used clothing, and nonprofit establishments are excluded from the provisions of this definition.

~~11-02-418~~11-02-421 PAWNSHOPS

A retail sales establishment where a pawnbroker regularly engages in or solicits business.

~~11-02-419~~11-02-422 **PENNANT**

Any lightweight plastic, fabric, or other material whether or not containing a message of any kind, suspended from a rope, wire, or string, usually in series, designed to move in the wind.

~~11-02-420~~11-02-423 **PERCENT OF NEW TRIPS FACTOR**

The percentage of peak hour trips which a proposed land use will generate that constitutes new or additional trips added to the County's major roadway system. Those trips that do not represent additional trip ends shall not be counted as new or additional trips. Pass-by trips and diverted trips do not constitute new trips.

~~11-02-421~~11-02-424 **PERMANENT**

For the purpose of these standards and regulations, the term "permanent" shall mean any use or structure lasting for a period of five (5) years or longer.

~~11-02-422~~11-02-425 **PERMANENT GRASS**

A conservation system in which native grass has been left untilled or reseeded to native or adapted/introduced grasses.

~~11-02-423~~11-02-426 **PERMANENT MONUMENT**

Any structure of masonry and/or metal placed on or in the ground, including those exclusively placed for surveying reference, which meet the requirements of state law.

~~11-02-424~~11-02-427 **PERMANENT STRUCTURES**

Existing structures constructed after issuance of a valid building permit(s) by Adams County and occupied after the issuance of a valid Certificate(s) of Occupancy by Adams County.

~~11-02-425~~11-02-428 PERMIT

An express written and formal approval, including any conditions of approval, to conduct a use allowed by a Certificate of Designation, Conditional Use, Special Use Temporary Use, Domestic Sewage Sludge Application Permit, or other written and formal approvals adopted as a part of these standards and regulations.

~~11-02-426~~11-02-429 PERMIT ISSUING AUTHORITY

The entity authorized by these standards and regulations to issue a permit for a particular type of land use (the Director of Community and Economic Development for zoning review approval and temporary uses, Board of Adjustment for special uses, or Board of County Commissioners for conditional uses).

~~11-02-427~~11-02-430 PERMITTED USE

A use permitted by right in a zone district. The use must comply with all applicable performance standards for the use or uses and all County and State regulations to be permitted.

~~11-02-428~~11-02-431 PERSON

An individual, corporation, partnership, association, firm, other legal entity, state or political subdivision thereof, federal agency, state agency, municipality, commission, interstate body or other organization recognized by law and acting as either the owner or as the owner's agent.

~~11-02-429~~11-02-432 PLACE OF WORSHIP

A structure, or group of structures, which is intended for the conducting of organized religious services and associated activities such as religious classes, child care during services, and committee and office work. For purposes of these standards and regulations, references to churches include all of these facilities.

~~11-02-430~~11-02-433 PLAINS AREA OF ADAMS COUNTY

For purposes of these standards and regulations, the Plains Area of Adams County shall mean those areas east of the areas designated for urban uses in

the Airport Environs Plan. Separated by a line as follows: I-76 from the Weld County line to 152nd Avenue, then east to Watkins Mile Road, then south to 124th Avenue, then east to Quail Run Mile Road, then south to 80th Avenue, then east to Manila Mile Road, then south to 72nd Avenue, then east to Schumaker Mile Road, then south to the Arapahoe County line.

~~11-02-431~~~~11-02-434~~ **PLANNED UNIT DEVELOPMENT (P.U.D.)**

In accordance with the Planned Unit Development Act of 1972, the objective of a Planned Unit Development is to establish an area of land, controlled by one or more landowners, to be developed under unified control or unified plan of development for a number of dwelling units, commercial, educational, recreational, or industrial uses, or any combination of the foregoing, the plan for which does not correspond in lot size, bulk, or type of use, density, lot coverage, open space, or other restriction to the existing land use regulations.

*Adopted by the BOCC on December 13, 2010.

~~11-02-432~~~~11-02-435~~ **PLANNING COMMISSION**

Planning Commission shall mean the Adams County Planning Commission, appointed by the Board of County Commissioners pursuant to C. R. S. Section 30-28-103, as amended.

~~11-02-433~~~~11-02-436~~ **PLAT**

A map or maps together with supporting documentation of certain described land prepared in accordance with these standards and regulations as an instrument which shall be filed with the Adams County Clerk and Recorder for providing a permanent and accurate record of the legal description, dedications, exact size, shape, and location of lots, blocks, streets, easements, and parcels of land within a subdivision. The plat, when recorded by the Adams County Clerk and Recorder, becomes the legal instrument whereby the location and boundaries of separate parcels of land within a subdivision are identified.

~~11-02-434~~~~11-02-437~~ **PLUGGING**

As defined by the State of Colorado Oil and Gas Conservation Commission Rules and Regulations.

~~11-02-435~~11-02-438 POLICE STATION

An establishment used for administration of police operations, the dispatch of police personnel and vehicles, and the incarceration of criminals.

~~11-02-436~~11-02-439 POLLUTANT

Pollutants may include, but are not limited to, any dredged spoil, dirt, slurry, solid waste, incinerator residue, sewage, sewage sludge, sediment, garbage, trash, chemical waste, biological nutrient, biological material, radioactive material, heat, wrecked or discharged equipment, rock, sand, or any industrial, municipal or agriculture waste, paints, varnishes, and solvents; oil and other automotive fluids; non-hazardous liquid and solid wastes; yard wastes including grass clippings and leaves; refuse, rubbish, garbage, litter, or other discarded or abandoned objects; accumulations that may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; pet wastes; wastes and residues that result from constructing a building or structure, concrete washout waste; wastes and residues that result from mobile washing operations; noxious or offensive matter of any kind, and any soil, mulch, or other type of landscaping material.

~~11-02-437~~11-02-440 POLLUTION

Man-made, man-induced, or natural alteration of the physical, chemical, biological, and/or radiological integrity of water. Pollution includes the presence of any foreign substance (organic, inorganic) in water or wastewater which in sufficient concentration tends to degrade its quality so as to constitute a hazard or impair the usefulness or quality of the water to a degree which may not create an actual hazard to the public health but which does adversely and unreasonably affect such waters for their designated use.

~~11-02-438~~11-02-441 PORTABLE SIGN

A sign not permanently attached to the ground or other permanent structure, or a sign designed to be transported, including, but not limited to, signs designed to be transported by means of wheels; signs converted to A-or T-frames; menu and sandwich board signs; balloons used as signs; umbrellas used for advertising; and signs attached to or painted on vehicles parked and visible from the public right-of-way, unless said vehicle is used in the normal day-to-day operations of the business.

~~11-02-439~~11-02-442 **POST OFFICE**

An office or station of a government postal system at which mail is received and sorted, from which it is dispatched and distributed, and at which stamps are sold or other services rendered.

~~11-02-440~~11-02-443 **POULTRY FARM**

An agricultural operation where chickens, turkeys, ducks, geese, or other domestic fowl are kept, raised, bred, or slaughtered for eggs or meat for the purposes of commercial sale.

~~11-02-441~~11-02-444 **POWER PLANT**

Any electrical energy generating facility and appurtenant facilities which utilize a substation prior to distribution to a consumer, or any addition thereto, increasing the existing design capacity, except portable generators used in emergency situations.

~~11-02-442~~11-02-445 **PRE-APPLICATION CONFERENCE (SPECIAL DISTRICT SERVICE PLAN REVIEW)**

A scheduled meeting between the applicant and one (1) or more members of the District Review Team. The representative of the District Review Team and one (1) staff person from the Development Review Section of the Community and Economic Development Department must attend this meeting. At the pre-application conference, the proposed District, the state statutes, and these regulations shall be discussed in detail.

~~11-02-443~~11-02-446 **PRESCHOOL**

See “Day Care Center”.

~~11-02-444~~11-02-447 **PRIMARY RESIDENCE**

Primary residence means a residence which is the usual place of return for housing as documented by at least two of the following: motor vehicle registration, driver's license, Colorado state identification card, voter registration, tax documents, or a utility bill. A person can only have one primary residence.

~~11-02-445~~11-02-448 PRINCIPAL STRUCTURE OR USE

The main or primary purpose for which a structure or land is used, and to which all other uses on the property are accessory.

~~11-02-446~~11-02-449 PRIVATE ROOM

A room in an adult motel that is not a peep booth, has a bed and a bath in the room or adjacent room, and is used primarily for lodging.

~~11-02-447~~11-02-450 PRIVATE STREETS

Those streets located on private land maintained by private entities and generally restricted to private use.

~~11-02-448~~11-02-451 PRO FORMA (SPECIAL DISTRICT SERVICE PLAN)

A presentation of all projected expenses to be incurred and revenues to be generated by a proposed Special District showing the year-end financial status of the Special District for each year from the organization of the Special District until the repayment of all proposed debt.

~~11-02-449~~11-02-452 PROFESSIONALLY PREPARED (SPECIAL DISTRICT SERVICE PLAN REVIEW)

Meeting the standards set for Special District service plans by the District Review Team, to include, but not limited to, quality of map preparation, organization, and readability.

~~11-02-450~~11-02-453 PROHIBITED ANIMAL

Any animal which is ordinarily found in an unconfined state and is usually not kept as a household pet, including, but not limited to, lions, tigers, cheetahs, panthers, leopards, cougars, mountain lions, ocelots, any wild members of the genus felis, lynx, bobcats, foxes, minks, skunks, raccoons, bears, non-human primates, wolves and coyotes; poisonous lizards, poisonous and/or constrictor snakes; lethal toads and arachnids (spiders, scorpions and tarantulas). "Prohibited Animal" shall not include domestic ferrets (*Mustelia furo*), livestock, or household pets as defined herein. Alleged domestication of any prohibited animal shall not affect its status

under this definition. The determination of prohibited animal status for an animal not listed herein will be made by the Director of Community and Economic Development.

~~11-02-454~~11-02-454 **PROJECTING SIGN**

Any sign affixed to a structure or wall in such a manner so that its leading edge extends more than six (6) inches beyond the surface of such structure or wall. Signs affixed to the structure that extend less than six (6) inches beyond the surface are considered to be wall signs.

~~11-02-452~~11-02-455 **PUBLIC IMPROVEMENT**

Any improvement, facility or service together with its associated public site or right-of-way necessary to provide transportation, drainage, public or private utilities, energy or similar essential services.

~~11-02-453~~11-02-456 **PUBLIC SERVICE**

This use category includes: emergency service buildings or garages (e.g. ambulance; fire; police; rescue); utility substations or transmission and distribution facilities; government offices; and all government-owned facilities except landfills or mining facilities.

~~11-02-454~~11-02-457 **PUBLIC STREETS**

Any streets or highways recognized by the public agency having jurisdiction over them.

~~11-02-455~~11-02-458 **PUBLIC UTILITY STORAGE AND YARD**

An area used for storage for establishments engaged in public services or utilities.

~~11-02-456~~11-02-459 **PUTRESCIBLE WASTE**

Those solid wastes that contain organic matter capable of being decomposed by microorganisms, and of such character and proportion as to be capable of attracting or providing food for birds or disease vectors.

~~11-02-457~~11-02-460 RACING FACILITIES

This use category includes automobile racing; horse racing; truck racing; and dog tracks.

~~11-02-458~~11-02-461 RADIO AND TV BROADCASTING STATION

A structure with electronic equipment that generates and amplifies a carrier radio or TV wave, modulates it, and radiates the resulting signal from an antenna.

~~11-02-459~~11-02-462 RADIO AND TV TOWER, COMMERCIAL

A structure intended for transmitting or receiving radio or television communications that may include parabolic dishes or microwave relay dishes mounted on the tower.

~~11-02-460~~11-02-463 RAILROAD YARD

An area of land, a portion of which is covered by a system of train tracks, used for the classifying, switching, storing, assembling, distributing, consolidating, moving, repairing, weighing, or transferring of train cars, trains, engines, locomotives, and rolling stock.

~~11-02-461~~11-02-464 RANCHING

Land used for grazing livestock for the primary purpose of obtaining a monetary profit.

~~11-02-462~~11-02-465 REACH

A hydraulic engineering term to describe longitudinal segments of a stream or river. A reach will generally include the segment of the floodplain where flood heights are primarily controlled by manmade or natural floodplain obstructions or restrictions. In an urban area, the segment of a stream or river between two (2) consecutive bridge crossings would most likely be a reach.

~~11-02-463~~11-02-466 **REAL ESTATE SALES SIGN**

A temporary sign erected to advertise the sale or lease of the premises on which the sign is located or the location of an open house, and does not require a sign permit or application fee.

~~11-02-464~~11-02-467 **REAR LOT LINE**

See “Lot Line, Rear”.

~~11-02-465~~11-02-468 **RECREATIONAL VEHICLE**

A vehicle which is (1) built on a single chassis; (2) four hundred (400) square feet or less when measured at the largest horizontal projections; (3) designed to be self-propelled or permanently towable by a light duty truck; and (4) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

~~11-02-466~~11-02-469 **RECYCLABLE MATERIALS**

A type of material subject to reuse or recycling. Recyclable materials include metal, glass, cloth, paper, plastic, or any other material which presently has a commercial use or value as a commodity, raw material, or feedstock and is intentionally separated from a waste stream for reprocessing or remanufacture. Recyclable materials do not include any material meeting the definition of a hazardous waste under Section 25-15-101(6), CRS, any material meeting the definition of an infectious waste under Section 25-15-402(1), CRS, any material meeting the definition of a putrescible waste, or any other materials likely to contaminate ground water, create off-site odors, or otherwise pose a threat to human health or the environment as a result of processing, reclaiming, recycling, storage prior to recycling, or use of the material.

~~11-02-467~~11-02-470 **RECYCLING FACILITY**

Operators and owners claiming exclusion from Certificate of Designation Regulations by operating facilities, or sites receiving solid waste materials, for the purpose of processing, reclaiming, or recycling solid waste materials. The exclusion requires submittal of a design and operations plan to the Community and Economic Development Department, which will be reviewed in accordance with the recyclable materials criteria.

~~11-02-468~~11-02-471 REDEVELOPMENT

Improvements to a site that is already substantially developed with 35% or more of existing impervious area. Improvements include the creation or addition of impervious area (including removal and/or replacement), to include the expansion of a building footprint or addition or replacement of a structure; structural development including construction, replacement of impervious area that is not part of a routine maintenance activity; and land disturbing activities. Depending on the scale of the redevelopment activity, a Stormwater Quality (SWQ) Permit and/or post-construction stormwater requirements may be required.

~~11-02-469~~11-02-472 REDUCED-TILL (MINIMUM-TILL)

A tillage and planting system that meets at least one thousand (1,000) pounds flat small grain residue equivalent for wind erosion control and at least thirty percent (30%) ground cover for water erosion control.

~~11-02-470~~11-02-473 RESIDENCE

A place of primary habitation. For the purposes of these standards and regulations, the terms residence and dwelling are interchangeable.

~~11-02-474~~11-02-474 RESIDENTIAL SIGN

A freestanding or building sign located in a district zoned for residential uses that contains non-commercial messages or commercial advertising for goods or services legally offered on the premises where the sign is located, if offering such service at such location conforms with all requirements of these standards and regulations.

~~11-02-472~~11-02-475 RESIDENTIAL USES

Residential uses include manufacture home parks, mobile home parks; single-family dwellings, attached; single-family dwellings, detached; two-family dwellings; multi-family dwellings; and group homes.

~~11-02-473~~11-02-476 RETAIL SALES

Establishments engaged in the sale of goods or merchandise to the general public for personal or household consumption and rendering services

incidental to the sale of such goods. A retail sales establishment is usually a place of business and is engaged in activity to attract the general public to make purchases.

~~11-02-474~~11-02-477 **RESTAURANTS**

This use category includes: all establishments primarily oriented to serving food and/or beverages (including alcoholic beverages). This category does not include those restaurants serving to customers in vehicles.

~~11-02-475~~11-02-478 **RETIREMENT HOME**

An establishment used as a multiple dwelling residence for retired persons in separate dwelling units with limited accessory services such as recreation and other common facilities, and may include nursing or hospital care.

~~11-02-476~~11-02-479 **REVEGETATION**

The reseeded or planting of native or introduced plant species adapted to the land site and have been approved by the Soil Conservation District Board.

~~11-02-477~~11-02-480 **RIDING STABLE OR ACADEMY**

Any establishment where horses are boarded and cared for; where instruction in riding, jumping, and showing is offered; and/or where horses may be hired for riding. A riding stable or academy may also be an accessory use in the operation of a club, association, ranch, or similar establishment.

~~11-02-478~~11-02-481 **RIGHT-OF-WAY**

A strip of land occupied or intended to be occupied by a street, crosswalk, railroad, road, electric transmission line, gas pipeline, water main, sanitary or storm sewer main, shade trees or for another special use.

~~11-02-479~~11-02-482 **ROAD CAPITAL IMPROVEMENT**

Includes transportation planning, preliminary engineering, engineering design studies, land surveys, alignment studies, right-of-way acquisition,

engineering, permitting, and construction of all necessary features for any road construction project on an arterial road on the County's major road system, undertaken to accommodate traffic resulting from new traffic-generating land development activity. Road capital improvements shall include but not be limited to: (a) construction of new through lanes, (b) construction of new bridges, (c) construction of new drainage facilities in conjunction with new road construction; (d) purchase and installation of traffic signals, including new and upgraded signalization, (e) construction of curbs, gutters, sidewalks, medians and shoulders, (f) construction of turn lanes, and (g) widening of existing roads.

~~11-02-480~~11-02-483 **ROADSIDE STAND**

A temporary structure used primarily to sell products produced on the property.

~~11-02-481~~11-02-484 **RODEO**

See Equestrian Arena, Commercial and Equestrian Arena, Personal.

~~11-02-482~~11-02-485 **ROOF SIGN**

Any sign painted, erected, or constructed wholly on and over the roof of a structure, supported by the roof structure, or extending vertically above the highest portion of the roof.

~~11-02-483~~11-02-486 **RURAL STREET**

Section line roads function in similar capacity to arterials, although may not have the levels of traffic. Paved and gravel rural roads can function in a similar manner as collector or local streets in rural areas.

~~11-02-484~~11-02-487 **SALES AND OFFICE TRAILER**

A temporary residential sales office used in conjunction with a residential development or subdivision.

11-02-488 SALVAGE YARD

An industrial use contained within a structure, or parcel of land where junk, waste, discarded, or salvage materials are bought, sold, exchanged, stored, baled, packed, assembled, or handled, including automobile wrecking yards, but not including scrap processing or shredding.

11-02-48511-02-489 SANATORIUM

A hospital used for treating chronic and long-term illness and various nervous and mental disorders.

11-02-48611-02-490 SANITARY LANDFILL/SOLID WASTE DISPOSAL

A site for the disposal of refuse on land without creating a nuisance or hazard to public health and safety by utilizing the principles of engineering to confine the refuse to the smallest practical area, reduce it to the smallest practical volume, and regularly cover it with a layer of earth on a daily or more frequent basis.

11-02-48711-02-491 SAVINGS AND LOAN INSTITUTIONS

See “Financial Institutions”.

11-02-48811-02-492 SCENIC VIEW

A view from a highway or from private property of a natural setting that contains one (1) or more of the following: mountains, valleys, rivers, wetlands, farmlands, or other open spaces.

11-02-48911-02-493 SCHOOL, COLLEGE OR UNIVERSITY

A public or private institution of higher learning (beyond grade 12) providing courses as approved by the Colorado Department of Education.

~~11-02-490~~11-02-494 SCHOOL, COMMERCIAL

A structure or group of structures where instruction is given to pupils in arts, religion, crafts, philosophy, or trades, and is operated as a commercial enterprise.

~~11-02-494~~11-02-495 SCHOOL, PUBLIC, PRIVATE, AND PAROCHIAL

A school for any grades between the first and twelfth grade teaching accredited courses of instruction as approved by an agency of the State of Colorado.

~~11-02-492~~11-02-496 SEMI-NUDE

A state of dress in which clothing covers no more than the genitals, pubic region, and areola of the female breast, as well as portions of the body covered by supporting straps or devices.

~~11-02-493~~11-02-497 SEPTAGE

A liquid or semisolid that includes normal household wastes, human excreta, and animal or vegetable matter in suspension or solution generated from a residential, commercial, or industrial septic tank system.

*Adopted by the BOCC on December 13, 2010.

~~11-02-494~~11-02-498 SERVICE PLAN

The documentation submitted to Adams County by an applicant proposing the organization of a Special District, including text, maps, charts, and tables, and containing all the information required in the Colorado Revised Statutes and these standards and regulations.

**~~11-02-495~~11-02-499 SERVICE PROVIDER, SPECIAL DISTRICT
SERVICE PLAN**

Any municipal or quasi-municipal organization, which currently has or plans to have the ability to provide any or all of the services proposed in the service plan under review.

~~11-02-496~~11-02-500 **SERVICES**

This use category includes a wide variety of personal and commercial services. This category does not include those services serving customers in vehicles, such as drive-up banking facilities, but shall include uses such as commercial services and personal services.

~~11-02-497~~11-02-501 **SETBACK**

The distance between the street right-of-way line and the front line of a structure or any projection thereof, excluding uncovered steps.

~~11-02-498~~11-02-502 **SETBACK LINE**

A line defining the minimum front, side, and rear yard requirements.

~~11-02-499~~11-02-503 **SETTLEMENT**

The lowering of the top grade of the landfill due to further compaction of the soil and the decomposition of organic matter.

~~11-02-500~~11-02-504 **SEWAGE SLUDGE**

A combination of liquid wastes that may include chemicals, house wastes, human excreta, animal or vegetable matter in suspension or solution, and other solids in suspension or solution that is discharged from a dwelling, building, or other establishment.

*Adopted by the BOCC on December 13, 2010.

~~11-02-504~~11-02-505 **SEXUAL ENCOUNTER ESTABLISHMENT**

A business or commercial establishment, as one of its primary business purposes, offers, for any form of consideration, a place where two (2) or more persons may congregate, associate, or consort for the purpose of “specified sexual activities” or the exposure of “specified anatomical areas” or activities when one (1) or more of the persons is in a state of nudity or seminude. An adult motel will not be classified as a sexual encounter establishment by virtue of the fact it offers private rooms for rent.

~~11-02-502~~11-02-506 SEXUALLY ORIENTED BUSINESS

An adult arcade, adult bookstore, adult novelty shop, adult video store, adult cabaret, adult motel, adult motion picture theater, adult theater, sexual encounter establishment, or nude model studio. The definition of sexually oriented businesses shall not include an establishment where a medical practitioner, psychologist, psychiatrist, or similar professional person licensed by the state engages in medically approved and recognized sexual therapy.

~~11-02-503~~11-02-507 SHOOTING RANGE

See “Gun and Archery Range”.

~~11-02-504~~11-02-508 SHOULDER

The graded part of the right-of-way that lies between the edge of the main pavement (main traveled way) and the curb line.

~~11-02-505~~11-02-509 SIDE LOT LINE

Any property line of a lot other than front or rear lot lines.

~~11-02-506~~11-02-510 SIDEWALK

A paved path provided for pedestrian use and usually located at the side of a road within the right-of-way, which meets specifications set forth in these standards and regulations.

~~11-02-507~~11-02-511 SIGN

Any device, fixture, placard, or structure that uses any color, form, graphic, illumination, symbol, or writing to advertise, announce the purpose of, or identify the purpose of a person, or entity, institution, organization, business, product, event, or location, to communicate information to the public.

~~11-02-508~~11-02-512 **SIGNIFICANT CHANGE**

A change consisting of or relating to the essential nature, fundamental or characteristic part or quality of the approved Certificate of Designation.

~~11-02-509~~11-02-513 **SITE PLAN**

An accurately scaled development plan that illustrates the existing conditions on a land parcel as well as depicting details of a proposed development.

~~11-02-510~~11-02-514 **SITE RELATED IMPROVEMENTS**

Road capital improvements and right-of-way dedications, which provide direct access to the development. Direct access improvements include, but are not limited to the following: (a) driveways and streets leading to and from the development; (b) right and left lanes leading to those driveways and roads; (c) one through lane; (d) curb, gutter and sidewalks where applicable, (e) acceleration and/or deceleration lanes (f) traffic control measures for those driveways; and (g) internal streets. Credit is not provided for site-related improvements under the terms of this Regulation.

~~11-02-511~~11-02-515 **SITE SELECTION**

The process for determining the location of major energy facilities.

~~11-02-512~~11-02-516 **SITE SPECIFIC DEVELOPMENT PLAN**

A land use approval that grants vested rights in accordance with C.R.S. 24-68-103. For the purposes of these regulations and standards, the following approvals are deemed "site specific development plans": Exemptions from Subdividing, Final Plats, Preliminary Development Plan (PDP), Final Development Plan (FDP), Major Subdivision, Minor Subdivision. In addition, the following approvals are intentionally omitted from the definition of a "site specific development plan": Conditional Use Permits, Overall Development Plan (ODP), Rezoning, Sketch Plan, Special Use Permits, Temporary Use Permits, and Variances.

~~11-02-513~~11-02-517 SIXTY (60) LDN

The standard established for maximum noise exposure in the residential areas of Adams County. This measurement of sound is computed by following the methods described in Appendix A of Federal Aviation Regulation, Part 150, and concerning Airport Noise Compatibility Planning.

~~11-02-514~~11-02-518 SKETCH PLAN

A rough plan of a proposed subdivision or other development, drawn and submitted in accordance with these standards and regulations, used to evaluate project feasibility and design characteristics at an early stage.

~~11-02-515~~11-02-519 SOCIAL ORGANIZATIONS

See “Lodge, Fraternal, and Social Organizations.”

~~11-02-516~~11-02-520 SOD FARM

Land used for the growing of turfgrass sod for the primary purpose of commercial sale.

~~11-02-517~~11-02-521 SOIL CONSERVATION DISTRICT

Soil Conservation District in Adams County organized pursuant to C. R. S. Section 35-70-101(ff).

11-02-522 SOLAR ENERGY SYSTEM

Any device or structural design feature whose primary purpose is to provide for the collection, storage, or distribution of solar energy for space heating, space cooling, electricity generation, or water heating.

Roof-mounted solar energy system: A solar energy system that is structurally mounted to the roof of a building or structure not solely designed to support the solar energy system.

Ground-mounted solar energy system: A solar energy system that is structurally mounted to the ground and is not roof-mounted. Ground-mounted systems include parking lot or parking canopy solar.

11-02-523 SOLAR ENERGY SYSTEM, LARGE-SCALE

Solar Energy Systems that encompass 320 acres or more of surface area.

11-02-524 SOLAR ENERGY SYSTEM, MEDIUM-SCALE

Solar Energy Systems that encompass greater than 35 and less than 320 acres of surface area.

11-02-525 SOLAR ENERGY SYSTEM, SMALL-SCALE

Solar Energy Systems that encompass less than 35 acres of surface area.

~~11-02-518~~11-02-526 SOLID WASTE

Material such as garbage, refuse, sludge of sewage disposal plants, mill tailings, mining wastes, junk automobiles and parts thereof, and other discarded solid waste material, including solid wastes resulting from industrial, commercial, and community activities, but does not include agricultural wastes. “Solid Waste” does not include any solid or dissolved materials in domestic sewage, or agricultural wastes, or solid or dissolved materials in irrigation return flows, or industrial discharges which are point sources subject to permits under the provisions of the “Colorado Water Quality Control Act,” C. R. S. Article 8 of Title 25, or materials handled at facilities licensed pursuant to the provisions on radiation.

~~11-02-519~~11-02-527 SOLID WASTE DISPOSAL SITE

The location and facilities at which the collection, storage, treatment, utilization, processing, and/or final disposal of solid wastes occur control in C R. S. Article 11 of Title 25.

~~11-02-520~~11-02-528 SOLID WASTE DISPOSAL SITE AND FACILITY

The location and/or facility at which the deposit and final treatment of solid wastes occur.

~~11-02-524~~11-02-529 SPECIAL DISTRICT

A special service district organized under and existing by virtue of, the provisions of C. R. S. Title 32.

~~11-02-522~~11-02-530 SPECIAL SIGN

Any sign incidental to the development or promotion of real estate properties and subdivisions.

~~11-02-523~~11-02-531 SPECIAL USE

A non-permanent exception from these standards and regulations for use of land, structures, or both approved by the Board of Adjustment.

~~11-02-524~~11-02-532 SPECIFIED ANATOMICAL AREAS

As used herein means and includes any of the following:

1. Less than completely and opaquely covered human genitals, pubic region, buttocks, anus, or female breasts below a point immediately above the top of the areola; or
2. Human male genitals in a discernibly turgid state even if completely and opaquely covered.

~~11-02-525~~11-02-533 SPECIFIED SEXUAL ACTIVITIES

As used herein means and includes any of the following:

1. The fondling or other intentional touching of human genitals, pubic region, buttocks, anus or female breasts;
2. Sex acts, normal or perverted, actual or simulated, including intercourse, oral copulation, or sodomy;
3. Masturbation, actual or simulated;
4. Human genitals in a state of sexual stimulation, arousal or tumescence; or
5. Excretory functions as part of or in connection with any of the activities set forth in subdivisions (1) through (4) of this subsection.

~~11-02-526~~11-02-534 **STANDARDS, DEVELOPMENT**

Standards and regulations pertaining to the physical development of a site including requirements pertaining to yards, heights, lot area, fences, walls, landscaping area, access, parking, signs, setbacks, and other physical requirements.

~~11-02-527~~11-02-535 **STANDARDS, PERFORMANCE**

Regulations and criteria established to control the operation of a use, including noise, odor, smoke, toxic or noxious matter, vibration, fire and explosive hazards, dust, radio-activity, electrical disturbance, heat, glare, or other factors generated by or inherent in uses of land or structure.

~~11-02-528~~11-02-536 **START OF CONSTRUCTION**

This term is to be used for assistance in determination of substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, placement or other improvement was within one-hundred-eighty (180) days following the permit date. The actual start means the first placement of permanent construction of a structure on a site, such as the pouring of slabs or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or, the placement of a mobile home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory structures, such as garages or sheds not occupied as dwelling units or as part of the main structure. This definition shall not imply permits are not required for grading or excavation work.

~~11-02-529~~11-02-537 **STOCKYARD**

An enclosure with pens and sheds connected to a slaughterhouse, railroad, or market for the temporary keeping of livestock.

~~11-02-530~~11-02-538 **STORAGE**

The keeping of machinery, equipment, vehicles, including recreational vehicles, parts, materials, or other goods at the same location for a period of time in excess of seventy-two (72) hours.

~~11-02-534~~11-02-539 **STORAGE AREA**

Any non-mobile facility used for keeping possessions, belongings, goods, materials or other items, including appurtenant facilities utilized to store fossil fuels, manufactured gas, or other petroleum derivatives for eventual distribution capacity.

1. Private: Items are stored by the owner on the owner's property.
2. Commercial: A fee is charged for the service of storing items for others.

~~11-02-532~~11-02-540 **STORAGE CAPACITY OF A FLOODPLAIN**

The volume of space above an area of floodplain land that can be occupied by floodwater of a given stage at a given time, regardless of whether the water is moving. Storage capacity tends to reduce downstream flood peaks.

~~11-02-533~~11-02-541 **STORAGE STRUCTURE**

An enclosed structure used for the keeping of possessions, belongings, goods, materials or other items.

1. Private: A structure is used for storing items by the owner on the owner's property.
2. Commercial: A fee is charged for the use of the structure for storing items for others.

~~11-02-534~~11-02-542 **STORAGE YARD**

An outdoor area used for the keeping of possessions, belongings, goods, materials or other items in which the items are screened from view in accordance with these standards and regulations.

~~11-02-535~~11-02-543 **STORMWATER**

Precipitation-induced surface runoff. Stormwater is any surface flow, runoff, or drainage occurring during or following any form of natural precipitation event and resulting there from and consisting entirely of water from natural precipitation events.

~~11-02-536~~11-02-544 **STORMWATER QUALITY (SWQ) PERMIT**

Permit issued by Adams County for the unincorporated portions of the County located within the County's MS4 Permitted Area. The SWQ Permit, when required by County Regulations, is in addition to, and does not replace the State CDPS Stormwater Discharge Permit for Construction Activities.

~~11-02-537~~11-02-545 **STORY**

That part of a structure between the surface of a floor and the ceiling immediately above.

~~11-02-538~~11-02-546 **STRIP CROPPING**

Growing crops in a systematic arrangement of strips or bands to reduce wind and water erosion. To counteract wind erosion, the rows of wind-resisting crops are arranged at angles to offset adverse wind effects. To counteract water erosion, the strips are on or near the contour of the land. The crops are arranged so that a strip of grass or a close-growing crop is alternated with a no-till, reduced-till, clean-till or fallow strip.

~~11-02-539~~11-02-547 **STRUCTURE**

Anything constructed, erected, located or placed on the ground, excepting mail boxes, ornamental light fixtures, flag and utility poles, railroad trackage, or ground covering not more than six (6) inches above ground level.

~~11-02-540~~11-02-548 **STRUCTURE HEIGHT**

The vertical distance from the established grade elevation to the highest point of the coping of a flat roof or the deck line of a mansard roof or the mean height level between eaves and ridges for gable, hip, or gambrel

roofs. Chimneys, spires, towers, elevator penthouses, tanks, and similar accessory projections shall not be included in calculating the height unless specifically referred to.

~~11-02-544~~11-02-549 **STRUCTURE, PERMANENT**

Any structure resting on and attached to its footings or foundation, excluding mobile homes.

~~11-02-542~~11-02-550 **SUBDIVIDER**

Any person, firm, partnership, joint venture, association, corporation, or other entity who participates as owner.

~~11-02-543~~11-02-551 **SUBDIVISION**

The division of a lot, tract, or parcel of land into two (2) or more lots, tracts, parcels or other divisions of land for sale or development. The terms "subdivision" or "subdivided land" shall not apply to any division, or any parcel, or interest in land which:

1. Creates cemetery lots;
2. Is created or which could be created by any court in this state pursuant to the law of eminent domain, or by operation of law;
3. Is created by a lien, mortgage, deed of trust, or any other security instrument;
4. Is created by a security unit of interest in any investment trust regulated under the laws of this state or any other interest in an individual entity;
5. Creates an interest in oil, gas, coal, gravel, sand, minerals, or water, which is severed from the surface ownership of real property;
6. Creates or conveys only easements and rights-of-way;
7. Is created by a lease agreement for a base period of less than twenty-five (25) years or which is created by a lease agreement for a structure or a portion of a structure only. This provision applies only to commercial, industrial, and multifamily zoned properties;
8. Creates parcels of land each of which comprise thirty-five (35) or more acres of land;
9. Is granted to or from the United States; the State of Colorado, county, municipality, or quasi-municipality; or

10. The Board of County Commissioners, pursuant to rules and regulations or resolution, exempts from the definition of the terms "subdivision" and "subdivided land" in accordance with state law.

~~11-02-544~~11-02-552 **SUBDIVISION IMPROVEMENT AGREEMENT**

Security arrangements which may be accepted by the County to secure the construction of such public improvements as are required by the County, which shall include collateral, such as, but not limited to, performance or property bonds, private or public escrow agreements, loan commitments, assignments of receivables, liens on property, deposits of certified funds, letters of credit, or other similar financial guarantees. Such collateral shall guarantee one-hundred-twenty percent (120%) of the cost of the improvements adjusted for inflationary increases. The expiration date of the collateral shall be a date at least eighteen (18) months beyond the estimated completion or acceptance date, whichever is later, as established by the Department of Public Works.

~~11-02-545~~11-02-553 **SUBJECT PROPERTY**

Property for which a Conservation Plan Permit is sought.

~~11-02-546~~11-02-554 **SUBSTANTIAL DAMAGE**

Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed fifty percent (50%) of the market value of the structure before the damage occurred.

~~11-02-547~~11-02-555 **SUBSTANTIAL IMPROVEMENT**

Any rehabilitation addition, or other improvement of a structure, the cost of which equals or exceeds fifty percent (50%) of the market value of the structure before the start of construction of the improvement. This term includes structures that have incurred "substantial damage" regardless of the actual repair work performed. The term does not however include either:

1. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are necessary to assure safe living conditions, or

2. Any alteration of a structure listed on the National Register of Historic Places or a State Inventory of Historic Places.

~~11-02-548~~11-02-556 **SUBSTATION**

Any facility designed to provide switching, voltage transformation or voltage control required for the transmission of electricity at 115 kilovolts or more, and any addition thereto increasing the existing design capacity.

~~11-02-549~~11-02-557 **SUFFICIENT SERVICE (SPECIAL DISTRICT SERVICE PLAN REVIEW)**

Service adequate in terms of technical, mechanical, organizational, and operational criteria, to meet the public need as proposed in the Special District service plan under review.

~~11-02-550~~11-02-558 **SUSPENDED SIGN**

A sign suspended from the underside of a horizontal plane surface and is supported by such surface.

~~11-02-551~~11-02-559 **SYNAGOGUE**

See “Place of Worship”.

~~11-02-552~~11-02-560 **TEMPLE**

See “Place of Worship”.

~~11-02-553~~11-02-561 **TEMPORARY DISPLAY STRUCTURE**

Any structure used only for display of retail sales items and does not require a building permit.

~~11-02-554~~11-02-562 **TEMPORARY SIGN**

Any sign used only temporarily and is not permanently mounted.

~~11-02-555~~11-02-563 **TEMPORARY STANDS**

Those structures permitted by these standards and regulations for the sale or dispensing of fireworks and will be referred to as "Stands".

~~11-02-556~~11-02-564 **TEMPORARY USE**

Use for a maximum ninety (90) day period by a permit from the Community and Economic Development Department or a maximum of one (1) year by the Board of Adjustment.

~~11-02-557~~11-02-565 **TERRACING**

An earth embankment, channel, or combination ridge and channel constructed across the slope.

~~11-02-558~~11-02-566 **TEXTILE OR CLOTH MANUFACTURE**

An establishment or area for the purpose of manufacturing textiles or cloth.

~~11-02-559~~11-02-567 **THEATER**

A structure, room, or outdoor area for the presentation of plays, motion pictures, or other dramatic performances.

1. Indoor: A theater entirely contained within a structure.
2. Outdoor/Drive-in: A theater located partially or entirely outdoors, within a roofed structure having sides open to the outdoors, or within a tent.

~~11-02-560~~11-02-568 **TILLAGE**

The practice of plowing or disking or any other mechanical or chemical preparation of the land for the purpose of producing a crop for harvest by any means other than grazing of animals.

~~11-02-564~~11-02-569 **TIMBERING AND LOGGING**

The growth and harvest of forest tree species on a production cycle of ten years or more.

~~11-02-562~~11-02-570 TRADE SCHOOLS

This use category includes: educational facilities which are publicly or privately operated and provide training for trades, such as welding, automobile mechanic, dog grooming, barbers, etc.

~~11-02-563~~11-02-571 TOPOGRAPHY

Configuration of the land surface elevation; the graphic delineation or portrayal of that configuration in map form, as by lines of constant elevation called contour lines.

~~11-02-564~~11-02-572 TOTAL MAXIMUM DAILY LOAD (TMDL)

Calculation of the maximum amount of a pollutant that a water body can receive and still meet water quality standards, and an allocation of that amount to the pollutant's sources. A TMDL includes Waste Load Allocations (WLAs), Load Allocations (LAs), Margin of Safety (MOS), and accounts for seasonal variations. (Refer to Section 303(d) of the Clean Water Act and 40 C.F.R. 130.2 and 130.7).

~~11-02-565~~11-02-573 TRADITIONAL FARMING

See "Tillage"

~~11-02-566~~11-02-574 TRAFFIC-GENERATING DEVELOPMENT

Land development designed or intended to permit a use of the land containing more dwelling units or floor space than the most intensive use of the land within the twelve (12) months prior to the Commencement of Traffic-Generating Development in a manner, which increases the generation of vehicular traffic. The land development will be in accordance with the application and permitting procedures outlined in these regulations. Commencement of a traffic generating development occurs upon the issuance of a building permit following approval of a development permit as defined by these regulations.

~~11-02-567~~11-02-575 **TRAILER, TRUCK SALES AND SERVICE**

An establishment or area for the purpose of trailer and truck sales, service, and repair.

~~11-02-568~~11-02-576 **TRANSFER STATION**

A facility at which waste material is stored on an interim basis (less than ninety (90) days) while awaiting transportation to a final disposal or treatment site. The waste is generally brought in on one type of collection vehicle and transferred to a larger vehicle at such a site.

~~11-02-569~~11-02-577 **TRANSMISSION LINES**

Any electric transmission lines and appurtenant facilities which transmits electricity at 115 kilovolts or more and addition thereto, increasing the existing design capacity.

~~11-02-570~~11-02-578 **TRANSMISSION SHOP**

An establishment or area for the purpose of sales, service, repair, or replacement of motor vehicle transmissions.

~~11-02-571~~11-02-579 **TREE FARM**

Land used to raise or harvest trees for wood products, such as lumber, posts and poles, fuel wood, and Christmas trees where forest products are sold on-site or transported to market. Tree farms typically operate on a production cycle of ten years or less.

~~11-02-572~~11-02-580 **TRIP**

A one-way movement of vehicular travel from an origin (one trip end) to a destination (the other trip end).

~~11-02-573~~11-02-581 **TRIP, DIVERTED**

A trip already on a particular route for a different purpose, diverting travel to a particular land use.

~~11-02-574~~11-02-582 TRIP GENERATION

The attraction or production of trips caused by a certain type of land development.

~~11-02-575~~11-02-583 TRIP, PASS-BY

A trip already on a particular route for a different purpose which simply stops at another particular land use.

~~11-02-576~~11-02-584 TRUCK STOP

A structure or land intended to be used primarily for the sale of fuel for trucks and usually incidental service or repair of trucks. This includes a group of facilities consisting of those uses and attendant eating, sleeping, or truck parking facilities. As used in this definition, the term "truck" includes any vehicle whose maximum gross weight is more than 10,000 pounds.

~~11-02-577~~11-02-585 UNDERGROUND FUEL STORAGE FOR USE ON THE PROPERTY

A container located below ground level and designed to hold fuel for vehicles or equipment used on the property where the container is located.

~~11-02-578~~11-02-586 UNIVERSITIES

This use category includes universities, colleges, and other institutions of higher learning.

~~11-02-579~~11-02-587 UPHOLSTERY SERVICE

An establishment or area for the purpose of sales, service, cleaning, or repair of upholstery.

~~11-02-580~~11-02-588 URBAN ADAMS COUNTY

For purposes of these standards and regulations, Urban Adams County shall mean those areas west of the Airport Environs Plan, and including the urban uses identified in the Airport Environs Plan. Separated by a line as follows:

I-76 from the Weld County line to 152nd Avenue, then east to Watkins Road, then south to 124th Avenue, then east to Quail Run Road, then south to 80th Avenue, then east to Manila Road, then south to 74th Avenue, then east to Schumaker Road, then south to the Arapahoe County line.

~~11-02-584~~**11-02-589** **USE**

Use of property allowed to carry on under these standards and regulations in a particular district.

~~11-02-582~~**11-02-590** **USE BY RIGHT**

Use of land, structures, or both, which is authorized by the zone district classification.

11-02-591 UTILITY PRODUCTION OR PROCESSING FACILITY

See “Major Energy Facilities”.

~~11-02-583~~**11-02-592** **VACATION CAMPGROUND**

An outdoor area providing space for vacationers to live on a temporary basis in either tents, tent trailers, or recreational vehicles. A campground may also include an area with rental cabins, but its primary function is to accommodate visitors providing their own shelter.

~~11-02-584~~**11-02-593** **VACATION OF A PLAT, RIGHT-OF-WAY, OR PUBLIC EASEMENT**

Recorded plats, rights-of-way, or public easements made null and void by action of the Board of County Commissioners pursuant to these standards and regulations.

~~11-02-585~~**11-02-594** **VARIANCE**

An exception in the application of the specific physical requirements, not use, of these standards and regulations to a specific piece of property which, because of special circumstances applicable to it, is deprived of privileges commonly enjoyed by other properties in the same vicinity and district, and which adjustment remedies disparity in privileges.

~~11-02-586~~11-02-595 **VEHICLE**

A device capable of moving itself, or of being moved, from place-to-place upon wheels or tracks.

~~11-02-587~~11-02-596 **VEHICLE-MILES OF TRAVEL**

The combination of the numbers of vehicles traveling during a given time period and the distance (in miles) traveled.

~~11-02-588~~11-02-597 **VENDING / PRODUCE STAND**

A concession stand, vending stand, cart service, or other facility at which food, drinks, or other products or related items are sold. Farmer's market also falls under the same category.

*Adopted by the BOCC on December 13, 2010.

~~11-02-589~~11-02-598 **WALL SIGN**

Any sign attached parallel to, but within eighteen (18) inches of a wall, painted on the wall surface of, or erected and confined within the limits of an outside wall of any structure, which is supported by such wall or structure, and which displays only one (1) sign surface.

~~11-02-590~~11-02-599 **WAREHOUSING**

Terminal facilities for handling freight with or without maintenance facilities.

~~11-02-594~~11-02-600 **WASTE DISPOSAL SITE**

See "Waste Impoundment".

~~11-02-592~~11-02-601 **WASTE IMPOUNDMENT**

Any pit, pond, lagoon, trench, or basin used for the storage, treatment, or disposal of solid waste.

~~11-02-593~~11-02-602 **WASTE PROCESSING FACILITY**

A site or structure in which waste materials are collected, stored on a temporary basis, separated by material, compacted and/or treated in preparation for some use or for shipment to a final disposal or additional treatment site. Such facilities may include, but are not limited to, transfer stations; operations where sorting, crushing, grinding, chipping, and baling occur; and sterilizers, incinerators, and composting operations. Disposal, intentional or not, is not permitted at such a facility unless the disposal activity is separately addressed in a permit. In addition, all of the definitions listed in C. R. S. 30-20-101 and the regulations promulgated pursuant to the Solid Waste Disposal Sites and Facilities Act, and C. R. S. 25-15-101, and the Colorado Hazardous Waste Regulations as promulgated by the Colorado Department of Public Health and Environment are hereby incorporated in these standards and regulations.

~~11-02-594~~11-02-603 **WATER BODIES**

Water Bodies means Waters of the State of Colorado as defined in Section 11-02-600.

~~11-02-595~~11-02-604 **WATER AND SEWER TREATMENT PLANT**

A facility for the treatment of water to insure health standards are met prior to its distribution for human use which complies with state and federal standards.

~~11-02-596~~11-02-605 **WATER QUALITY CONTROL VOLUME (WQCV)**

The volume equivalent to the runoff from an 80th percentile storm; meaning that 80% of the most frequently occurring storms are fully captured and treated while larger events are partially treated.

~~11-02-597~~11-02-606 **WATER STORAGE**

A closed facility for the storage of water.

~~11-02-598~~11-02-607 WATER SURFACE ELEVATION

The height, in relation to the North American Vertical Datum (NAVD) of 1988, (or other datum, where specified) of floods of various magnitudes and frequencies in the flood plains of coastal or riverine areas.

~~11-02-599~~11-02-608 WATER SURFACE PROFILE

A water surface profile is a graph that shows the relationship between the vertical elevation of the top of the floodwater and of the streambed with the horizontal distance along the stream channel or other watercourse.

~~11-02-600~~11-02-609 WATERCOURSE

A channel, natural depression, slough, artificial channel, gulch, arroyo, stream, creek, pond, reservoir, or lake in which storm runoff and flood water flows either regularly or infrequently. This includes major drainageways for carrying urban storm runoff.

~~11-02-604~~11-02-610 WATERS OF THE STATE OF COLORADO

Any and all surface waters which are contained in or flow in or through the State of Colorado, including, but not limited to, streams, lakes, rivers, ponds, wells, impounding reservoirs, watercourses, watercourses that are usually dry, springs, drainage systems, and irrigation systems, all sources of water such as snow, ice, and glaciers; and all other bodies or accumulations of water, surface and underground, natural or artificial, public or private, located wholly or partially within or bordering upon this state and within the jurisdiction of this state. This does not include waters in sewerage systems, waters in treatment works of disposal systems, waters in potable water distribution systems, and all water withdrawn for use until use and treatment have been completed. This definition includes water courses that are usually dry.

~~11-02-602~~11-02-611 WELDING SHOP

An establishment or area for the purpose of welding.

~~11-02-603~~11-02-612 **WHOLESALE**

An establishment or place of business primarily engaged in selling merchandise to retailers; to industrial, commercial, institutional, professional business users, or other wholesalers; or acting as agents or brokers and buying merchandise for, or selling merchandise to, such individuals as companies.

~~11-02-604~~11-02-613 **WINDOW SIGN**

Any sign, picture, symbol, or combination thereof, designed to communicate information about an activity, business, commodity, event, sale, or service that is placed inside a window or upon the windowpane or glass and is visible from the exterior of the window.

~~11-02-605~~11-02-614 **XERISCAPE**

A reduced water usage landscape achieved through the use of good planning and design, limited turf areas, soil improvements, efficient irrigation, mulching, low water use plants, and appropriate turf material.

~~11-02-606~~11-02-615 **YARD SALE**

See “Garage Sale”.

~~11-02-607~~11-02-616 **ZONING REVIEW**

A review performed by planners in the Development Review Section of the Community and Economic Development as part of the building permit or change in use review process to determine conformity with the requirements of these standards and regulations. This review is under the authority of the Director of Community and Economic Development and the approval of building permits requires a positive zoning review approval.