



Board of County Commissioners

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

PUBLIC HEARING AGENDA

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

THIS AGENDA IS SUBJECT TO CHANGE

Tuesday
December 11, 2018
9:30 AM

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. MOTION TO APPROVE AGENDA

4. AWARDS AND PRESENTATIONS

- A.** Recognition of Outgoing Elected Officials

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 19-23, 2018
- B.** List of Expenditures Under the Dates of November 26-30, 2018
- C.** Minutes of the Commissioners' Proceedings from December 4, 2018
- D.** Resolution Designating the Northglenn-Thornton Sentinel as the Official County Newspaper
(File approved by ELT)

- E.** Resolution Approving the 2019 Intergovernmental Agreement for the Provision and Funding of Juvenile Assessment Services by the Link
(File approved by ELT)
- F.** Resolution Approving the Renewal through 2021 of the Intergovernmental Agreement with the City and County of Broomfield for Community Corrections Program Services
(File approved by ELT)
- G.** Resolution Granting the Office of Emergency Management Approval to Apply for the 2019 Emergency Management Performance Grant
(File approved by ELT)
- H.** Resolution Approving the Intergovernmental Agreement between CDOT and Adams County Regarding the Maintenance Obligations of the Water Quality Infrastructure for State Highway 44 (104th Avenue) Over the South Platte River
(File approved by ELT)
- I.** Resolution Approving Intergovernmental Agreement between the Cities of Brighton, Commerce City, Northglenn, Thornton, Westminster and the Adams County Sheriff's Office for the Provision of Municipal Court Video Services
(File approved by ELT)
- J.** Resolution Approving an Intergovernmental Agreement between the City of Brighton and the Adams County Sheriff's Office for the Provision of Law Enforcement and Administrative Personnel
(File approved by ELT)
- K.** Resolution Approving an Intergovernmental Agreement between the City of Commerce City and the Adams County Sheriff's Office for the Provision of Law Enforcement and Administrative Personnel
(File approved by ELT)
- L.** Resolution Approving an Intergovernmental Agreement between the City of Northglenn and the Adams County Sheriff's Office for the Provision of Law Enforcement and Administrative Personnel
(File approved by ELT)
- M.** Resolution Approving the Incentive Agreement between Adams County and Maxar Technologies Holdings, Inc.
(File approved by ELT)
- N.** Resolution Approving Intergovernmental Agreement between Adams County and the Town of Bennett for Law Enforcement Services
(File approved by ELT)
- O.** Resolution Approving the Colorado Preschool Program Annual Cost Rate Addendum Agreement between Adams County Head Start and School District 27J for 2018-2019
(File approved by ELT)
- P.** Resolution Approving the Adams County Human Services Department and Bennett School District 29J Intergovernmental Agreement to Transport Children and Youth in Foster Care to Their Home School
(File approved by ELT)
- Q.** Resolution Approving the Adams County Human Services Department and Strasburg School District 31J Intergovernmental Agreement to Transport Children and Youth in Foster Care to Their Home School
(File approved by ELT)

- R.** Resolution Approving the Adams County Human Services Department and Westminster Public Schools Intergovernmental Agreement to Transport Children and Youth in Foster Care to Their Home School
(File approved by ELT)
- S.** Resolution Regarding Defense and Indemnification of Tyler Benjamin as a Defendant Pursuant to C.R.S. § 24-10-101, Et Seq.
(File approved by ELT)
- T.** Resolution Approving Amended Intergovernmental Agreement with the City of Brighton Regarding a Joint Ag Innovation Specialist Position
(File approved by ELT)
- U.** Resolution Approving a Lease between Adams County and Foster Source for a Portion of the Pete Mirelez Human Services Center
(File approved by ELT)
- V.** Resolution Approving a Lease between Adams County and Joyful Journeys for a Portion of the Pete Mirelez Human Services Center
(File approved by ELT)
- W.** Resolution Approving a Lease between Adams County and United for A New Economy for a Portion of the Pete Mirelez Human Services Center
(File approved by ELT)
- X.** Resolution Approving a Lease between Adams County and YHC Clinic for a Portion of the Pete Mirelez Human Services Center
(File approved by ELT)
- Y.** Resolution Approving a Lease between Adams County and Early Childhood Partnership of Adams County (ECPAC) for a Portion of the Pete Mirelez Human Services Center
(File approved by ELT)
- Z.** Resolution Approving a Lease between Adams County and Let Your Light Shine for a Portion of the Pete Mirelez Human Services Center
(File approved by ELT)
- AA.** Resolution Approving a Lease between Adams County and Senior Hub, Inc., for a Portion of the Pete Mirelez Human Services Center
(File approved by ELT)
- AB.** Resolution Approving a Lease between Adams County and Denver Indian Family Resource Center for a Portion of the Pete Mirelez Human Services Center
(File approved by ELT)
- AC.** Resolution Approving a Lease between Adams County and Center for People with Disabilities for a Portion of the Pete Mirelez Human Services Center
(File approved by ELT)

7. NEW BUSINESS

A. COUNTY MANAGER

- 1.** 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 2019 and Ending on the Last Day of December 2019
(File approved by ELT)

2. 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 2019 and Ending on the Last Day of December 2019
(File approved by ELT)
3. Resolution Approving Adams County 2019 Fee Schedule for the Calendar Year Beginning on the First Day of January 2019 and Ending on the Last Day of December 2019
(File approved by ELT)
4. Resolution Approving the Certification of Mill Levies for the Calendar Year Beginning on the First Day of January 2019 and Ending on the Last Day of December 2019
(File approved by ELT)
5. Resolution Approving Change Order One to the Agreement between Adams County and Whitestone Construction Services, Inc., for Interior and Exterior Window Replacement Services at the Adams County Detention Center
(File approved by ELT)
6. Resolution Approving an Agreement between Adams County and Whitestone Construction Services for the Government Center Employee Parking Drainage Repairs and Electric Vehicle Service Equipment Project
(File approved by ELT)
7. Resolution Approving Change Order One to the Agreement between Adams County and Drexel Barrell & Co., for Engineering Design Services for the East 58th Avenue; Washington to York Street Design Project
(File approved by ELT)
8. Resolution Approving Change Order One to the Agreement between Adams County and Icon Engineering, Inc., for Engineering Design Services for the Dahlia Street Roadway and Drainage Improvements Project
(File approved by ELT)
9. Resolution Approving Change Order Five to the Agreement between Adams County and Martin Marietta Materials, Inc., for Roadway Improvement Construction Services
(File approved by ELT)
10. Resolution Approving Change Order One to the Agreement between Adams County and Ulteig Engineers, Inc., for Design Engineering Services for the ADA Transition Plan-5 Areas Project
(File approved by ELT)
11. Resolution Approving Amendment Two to the Agreement between Adams County and Workplace Elements to Provide Furniture for the Riverdale Animal Shelter
(File approved by ELT)
12. Resolution Approving Amendment Three to the Agreement between Adams County and Maple Star Colorado for Kinship Support Services for the Adams County Human Services Department
(File approved by ELT)
13. Resolution Approving a Purchase Order to Dell, Inc., for VMware NSX Software
(File approved by ELT)

- 14. Resolution Approving Amendment One to the Agreement between Adams County and Correct Care Solutions for Comprehensive Inmate Medical Services
(File approved by ELT)
- 15. Resolution Approving Amendment One to the Agreement between Adams County and RDG Dahlquist Art Studio for the Creation, Delivery, and Installation of Artwork at the Adams County Pete Mirelez Human Services Center
(File approved by ELT)
- 16. Resolution Approving Marijuana Regulation Amendments in Unincorporated Adams County
(File approved by ELT)

B. COUNTY ATTORNEY

8. Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(f) for the Purpose of Discussing Personnel Matters Regarding County Manager and County Attorney

9. LAND USE HEARINGS

A. Cases to be Heard

- 1. PLN2018-00025 Pomponio Terrace Metropolitan District Service Plan Amendment
(File approved by ELT)
- 2. PRC2018-00010 Bartley PUD Amendment No. 4
(File approved by ELT)
- 3. RCU2018-00033 Humbolt CMRS Conditional Use
(File approved by ELT)
- 4. RCU2018-00030 ReConserve of Colorado (Rezoning)
(File approved by ELT)
- 5. PRC2016-00005 Berkeley Meadows
(File approved by ELT)

10. ADJOURNMENT

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE

County of Adams
Net Warrant by Fund Summary

Fund Number	Fund Description	Amount
1	General Fund	823,459.80
5	Golf Course Enterprise Fund	53,448.87
6	Equipment Service Fund	82,954.75
13	Road & Bridge Fund	1,353,387.94
19	Insurance Fund	724.98
25	Waste Management Fund	11,849.36
27	Open Space Projects Fund	61,249.06
34	Comm Services Blk Grant Fund	32,828.51
43	Front Range Airport	2,380.91
		<u>2,422,284.18</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>
00005003	776964	TRACKER	11/20/18	6,230.00
00005022	378404	CARUSO JAMES LOUIS	11/21/18	5,125.00
00005023	37193	CINA & CINA FORENSIC CONSULTIN	11/21/18	20,000.00
00731427	491148	AHRENS NICHOLETTE LEE	11/19/18	99.00
00731429	42415	AMERICAN INCOME LIFE INS CO	11/19/18	686.00
00731430	3020	BENNETT TOWN OF	11/19/18	68.33
00731431	13160	BRIGHTON CITY OF (WATER)	11/19/18	8,814.63
00731432	13160	BRIGHTON CITY OF (WATER)	11/19/18	2,700.71
00731433	327250	CINTAS CORPORATION NO 2	11/19/18	1,196.52
00731435	45991	COLO STATE UNIVERSITY EXTENSIO	11/19/18	60.00
00731436	437554	CSU EXTENSION	11/19/18	36,459.07
00731443	776111	KIRCHOFF CAROL	11/19/18	180.00
00731444	44695	KNS COMMUNICATIONS CONSULTANTS	11/19/18	1,505.00
00731445	13719	MORGAN COUNTY REA	11/19/18	284.31
00731447	13932	SOUTH ADAMS WATER & SANITATION	11/19/18	949.75
00731448	13932	SOUTH ADAMS WATER & SANITATION	11/19/18	680.96
00731449	13949	STRASBURG SANITATION	11/19/18	323.40
00731450	754337	VALDEZ BECKY	11/19/18	75.00
00731451	13822	XCEL ENERGY	11/19/18	3,967.28
00731452	13822	XCEL ENERGY	11/19/18	9,412.07
00731453	13822	XCEL ENERGY	11/19/18	181.47
00731454	13822	XCEL ENERGY	11/19/18	242.02
00731455	13822	XCEL ENERGY	11/19/18	320.40
00731456	13822	XCEL ENERGY	11/19/18	165.00
00731457	13822	XCEL ENERGY	11/19/18	321.86
00731458	13822	XCEL ENERGY	11/19/18	220.24
00731459	13822	XCEL ENERGY	11/19/18	41.48
00731460	13822	XCEL ENERGY	11/19/18	588.35
00731461	13822	XCEL ENERGY	11/19/18	61.34
00731465	714456	ALTA LANGUAGE SERVICES INC	11/20/18	17,060.00
00731473	48089	COMCAST BUSINESS	11/20/18	2,100.00
00731474	100078	HAYES REBECCA A	11/20/18	421.00
00731475	79260	IDEXX DISTRIBUTION INC	11/20/18	314.75
00731477	226207	LABRIE, THERON	11/20/18	500.00
00731478	223344	LOGAN COUNTY SHERIFF OFFICE	11/20/18	15.00
00731479	223344	LOGAN COUNTY SHERIFF OFFICE	11/20/18	20.00

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>
00731480	13591	MWI VETERINARY SUPPLY CO	11/20/18	1,401.04
00731483	669732	PATTERSON VETERINARY SUPPLY IN	11/20/18	1,353.73
00731484	720230	PHILLIPS PET FOOD & SUPPLIES	11/20/18	532.50
00731485	725956	PRUDENTIAL OVERALL SUPPLY	11/20/18	55.28
00731486	140397	REAL AUCTION.COM LLC	11/20/18	10,746.00
00731487	263724	RED HAWK FIRE & SECURITY	11/20/18	2,513.24
00731489	742112	SAWYER JEREMY	11/20/18	1,039.50
00731490	26297	SENIORS RESOURCE CENTER INC	11/20/18	53,756.61
00731493	76990	TETRA TECH EC INC	11/20/18	605.50
00731496	776774	VALDEZ ANGELA	11/20/18	13.08
00731498	338508	WRIGHTWAY INDUSTRIES INC	11/20/18	1,495.52
00731500	383698	ALLIED UNIVERSAL SECURITY SERV	11/21/18	17,600.18
00731502	322973	ARMORED KNIGHTS INC	11/21/18	2,036.52
00731505	7998	BRIGHTON CHAMBER OF COMMERCE	11/21/18	600.00
00731506	463401	BUSH MELVIN E	11/21/18	65.00
00731507	293119	BUZEK, VINCE	11/21/18	65.00
00731508	37266	CENTURY LINK	11/21/18	88.99
00731509	13049	COMMUNITY REACH CENTER	11/21/18	5,281.88
00731510	93529	CORRECTIONAL MANAGEMENT INC	11/21/18	1,429.41
00731511	776354	DEIBERT SAMUEL J	11/21/18	100.00
00731512	5063	DENVER POST	11/21/18	5,306.95
00731513	248103	DS WATERS OF AMERICA INC	11/21/18	468.84
00731514	13136	EMPLOYERS COUNCIL SERVICES INC	11/21/18	685.00
00731515	24524	E470 PUBLIC HIGHWAY AUTHORITY	11/21/18	161.30
00731517	698569	FOREST SEAN	11/21/18	65.00
00731518	473644	GARFIELD COUNTY COMMUNITY CORR	11/21/18	230.95
00731519	293118	GARNER, ROSIE	11/21/18	65.00
00731520	582481	GEO GROUP INC	11/21/18	385.95
00731523	675517	GREEN THOMAS D	11/21/18	65.00
00731524	698488	HANCOCK FORREST HAYES	11/21/18	65.00
00731525	293122	HERRERA, AARON	11/21/18	65.00
00731526	79260	IDEXX DISTRIBUTION INC	11/21/18	314.75
00731527	44965	INTERVENTION COMMUNITY CORRECT	11/21/18	1,069.50
00731531	226207	LABRIE, THERON	11/21/18	500.00
00731532	214292	LADR	11/21/18	2,250.00
00731533	40843	LANGUAGE LINE SERVICES	11/21/18	875.76

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>
00731534	48078	LARIMER COUNTY COMMUNITY CORRE	11/21/18	230.95
00731535	42876	LEXISNEXIS RISK SOLUTIONS	11/21/18	103.81
00731536	637831	MCCREARY RAPHAEL	11/21/18	65.00
00731537	729564	METRO TRANSPORTATION PLANNING	11/21/18	1,987.55
00731538	13422	NORTHGLENN AMBULANCE	11/21/18	241.50
00731539	573416	NYHOLM STEWART E	11/21/18	65.00
00731540	669732	PATTERSON VETERINARY SUPPLY IN	11/21/18	198.08
00731541	153071	PDQ PRECISION INC	11/21/18	10,174.88
00731542	637390	PLAKORUS DAVID	11/21/18	65.00
00731543	44703	QUICKSILVER EXPRESS COURIER	11/21/18	155.49
00731544	53054	RICHARDSON SHARON	11/21/18	65.00
00731546	13538	SHRED IT USA LLC	11/21/18	105.00
00731547	315130	STANFIELD THOMSON	11/21/18	65.00
00731548	599714	SUMMIT FOOD SERVICE LLC	11/21/18	86.77
00731549	76394	SYMBOL ARTS	11/21/18	185.00
00731550	385142	THOMPSON GREGORY PAUL	11/21/18	65.00
00731551	42984	TIME TO CHANGE	11/21/18	562,195.47
00731552	1094	TRI COUNTY HEALTH DEPT	11/21/18	9,691.99
00731553	666214	TYGRET DEBRA R	11/21/18	320.00
00731554	28617	VERIZON WIRELESS	11/21/18	2,650.39
Fund Total				823,459.80

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>
00005024	6177	PROFESSIONAL RECREATION MGMT I	11/21/18	39,843.96
00731501	779076	ALPINE ARBORISTS PLANT HEALTH	11/21/18	200.00
00731516	653646	FERTECH INDUSTRIES LLC	11/21/18	1,000.00
00731521	160270	GOLF & SPORT SOLUTIONS	11/21/18	399.84
00731522	804964	GRAINGER	11/21/18	361.52
00731530	11496	L L JOHNSON DIST	11/21/18	10,888.95
00731555	18645	WILBUR-ELLIS COMPANY LLC	11/21/18	754.60
Fund Total				53,448.87

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>
00731425	295403	ABRA AUTO BODY & GLASS	11/19/18	1,169.71
00731438	374964	ELWAY DEALERS	11/19/18	23,010.00
00731442	491796	HRT ENTERPRISES LLC	11/19/18	260.00
00731462	11657	A & E TIRE INC	11/20/18	2,204.47
00731488	16237	SAM HILL OIL INC	11/20/18	4,303.51
00731499	23962	ACS MANAGEMENT LLC	11/21/18	3,900.00
00731545	16237	SAM HILL OIL INC	11/21/18	35,440.02
00731556	24560	WIRELESS ADVANCED COMMUNICATIO	11/21/18	12,667.04
Fund Total				82,954.75

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>
00005013	89295	ARVADA CITY OF	11/21/18	8,427.75
00005014	89296	AURORA CITY OF	11/21/18	213,097.46
00005015	89297	BENNETT TOWN OF	11/21/18	7,026.41
00005016	89298	BRIGHTON CITY OF	11/21/18	243,299.64
00005017	89299	COMMERCE CITY CITY OF	11/21/18	134,028.91
00005018	89300	FEDERAL HEIGHTS CITY OF	11/21/18	21,358.81
00005019	89301	NORTHGLENN CITY OF	11/21/18	85,623.20
00005020	89302	THORNTON CITY OF	11/21/18	304,176.58
00005021	89304	WESTMINSTER CITY OF	11/21/18	146,142.19
00731463	11657	A & E TIRE INC	11/20/18	867.50
00731464	100083	ALDERMAN BERNSTEIN	11/20/18	3,404.50
00731466	777484	BARGER ROXANA	11/20/18	1,300.00
00731467	8909	BRANNAN SAND & GRAVEL COMPANY	11/20/18	4,716.10
00731468	777420	BRETHAUER CAROL K	11/20/18	1,250.00
00731469	777473	CAMPOS LIZ M	11/20/18	1,085.00
00731470	777433	CARNEY MARY R	11/20/18	297.50
00731471	96158	CLERK OF ADAMS COUNTY COURT	11/20/18	77,995.00
00731476	777409	JOHANSEN ROBERT E	11/20/18	935.00
00731481	777426	ORTIZ PATRICIA	11/20/18	387.00
00731482	777430	PARRA MADELINE	11/20/18	387.00
00731497	777441	WESTLUND NATHAN W	11/20/18	297.50
00731504	49497	BFI TOWER ROAD LANDFILL	11/21/18	678.00
00731528	142892	JALISCO INTL INC	11/21/18	40,536.89
00731529	506641	JK TRANSPORTS INC	11/21/18	56,070.00
Fund Total				1,353,387.94

County of Adams
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>
		00731472	2157	COLO OCCUPATIONAL MEDICINE PHY	11/20/18	145.00
		00731495	775307	TORRES ANA	11/20/18	579.98
		Fund Total				724.98

County of Adams
Net Warrants by Fund Detail

<u>25</u>		<u>Waste Management Fund</u>			
<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>	
00731441	463649	GABLEHOUSE GRANBERG LLC	11/19/18	3,136.00	
00731503	535096	B & B ENVIRONMENTAL SAFETY INC	11/21/18	8,713.36	
			Fund Total	11,849.36	

County of Adams
Net Warrants by Fund Detail

<u>27</u>		<u>Open Space Projects Fund</u>			
<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>	
00731439	669264	ENERGES SERVICES LLC	11/19/18	61,249.06	
Fund Total				61,249.06	

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>
00731426	258636	ADAMS COUNTY FOOD BANK	11/19/18	2,476.82
00731428	5991	ALMOST HOME INC	11/19/18	5,530.99
00731437	190240	ECPAC	11/19/18	2,784.20
00731440	689894	ETHIOPIAN COMMUNITY DEVELOPMEN	11/19/18	2,390.50
00731446	189016	PROJECT ANGEL HEART	11/19/18	19,646.00
Fund Total				32,828.51

County of Adams
Net Warrants by Fund Detail

43		Front Range Airport			
<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>	
00731434	2381	COLO ANALYTICAL LABORATORY	11/19/18	112.00	
00731491	33604	STATE OF COLORADO	11/20/18	1,871.00	
00731492	33604	STATE OF COLORADO	11/20/18	97.91	
00731494	41127	THYSSENKRUPP ELEVATOR CORP	11/20/18	300.00	
Fund Total				2,380.91	

County of Adams
Net Warrants by Fund Detail

Grand Total 2,422,284.18

County of Adams
Vendor Payment Report

<u>4303</u>	<u>Airport FBO</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Licenses and Fees					
	STATE OF COLORADO	00043	941156	323279	11/18/18	.19-
	STATE OF COLORADO	00043	941157	323279	11/18/18	.01-
					Account Total	.20-
					Department Total	.20-

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					
	KIRCHOFF CAROL	00001	941090	323093	11/15/18	180.00
					Account Total	180.00
					Department Total	180.00

County of Adams
Vendor Payment Report

<u>1033</u>	<u>Community Transit</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Community Transit Services					
	SENIORS RESOURCE CENTER INC	00001	941197	323297	11/19/18	53,756.61
					Account Total	53,756.61
					Department Total	53,756.61

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>
	Other Professional Serv					
	LOGAN COUNTY SHERIFF OFFICE	00001	941006	323046	11/15/18	15.00
	LOGAN COUNTY SHERIFF OFFICE	00001	941007	323046	11/15/18	20.00
					Account Total	35.00
					Department Total	35.00

County of Adams
Vendor Payment Report

<u>2031</u>	<u>County Coroner</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Medical Services					
	CARUSO JAMES LOUIS	00001	941266	323333	11/19/18	5,125.00
	CINA & CINA FORENSIC CONSULTIN	00001	941268	323340	11/19/18	20,000.00
					Account Total	25,125.00
					Department Total	25,125.00

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					
	TRACKER	00001	941158	323281	11/19/18	6,230.00
					Account Total	6,230.00
	Tax Sale Certificate Fees					
	REAL AUCTION.COM LLC	00001	941302	323419	11/20/18	10,746.00
					Account Total	10,746.00
					Department Total	16,976.00

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					
	COLO OCCUPATIONAL MEDICINE PHY	00019	941008	323046	11/15/18	145.00
					Account Total	145.00
					Department Total	145.00

County of Adams
Vendor Payment Report

<u>1022</u>	<u>CLK Elections</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	VALDEZ ANGELA	00001	941301	323418	11/20/18	13.08
					Account Total	13.08
					Department Total	13.08

County of Adams
Vendor Payment Report

<u>951016</u>	<u>CSBG</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grants to Other Instit					
	ADAMS COUNTY FOOD BANK	00034	941059	323067	11/09/18	2,476.82
	ALMOST HOME INC	00034	941060	323067	11/09/18	5,530.99
	ECPAC	00034	941062	323067	11/09/18	2,784.20
	ETHIOPIAN COMMUNITY DEVELOPMEN	00034	941061	323067	11/14/18	2,390.50
	PROJECT ANGEL HEART	00034	941063	323067	11/14/18	19,646.00
					Account Total	32,828.51
					Department Total	32,828.51

County of Adams
Vendor Payment Report

<u>2041</u>	<u>Emerg Mngt-Administraion</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00001	941129	323202	11/16/18	40.01
					Account Total	40.01
					Department Total	40.01

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					
	A & E TIRE INC	00006	941240	323326	11/19/18	461.00
	A & E TIRE INC	00006	941241	323326	11/19/18	1,378.33
	A & E TIRE INC	00006	941242	323326	11/19/18	322.64
	A & E TIRE INC	00006	941243	323326	11/19/18	42.50
	ABRA AUTO BODY & GLASS	00006	941148	323224	11/16/18	182.58
	ABRA AUTO BODY & GLASS	00006	941149	323224	11/16/18	182.58
	ABRA AUTO BODY & GLASS	00006	941150	323224	11/16/18	563.61
	ABRA AUTO BODY & GLASS	00006	941151	323224	11/16/18	25.00
	ABRA AUTO BODY & GLASS	00006	941153	323224	11/16/18	215.94
	ACS MANAGEMENT LLC	00006	941369	323528	11/21/18	3,900.00
	ELWAY DEALERS	00006	941230	323301	11/19/18	23,010.00
	SAM HILL OIL INC	00006	941262	323323	11/19/18	1,231.74
	SAM HILL OIL INC	00006	941263	323323	11/19/18	726.47
	SAM HILL OIL INC	00006	941264	323323	11/19/18	2,345.30
	SAM HILL OIL INC	00006	941362	323528	11/21/18	488.88
	SAM HILL OIL INC	00006	941362	323528	11/21/18	1,785.67
	SAM HILL OIL INC	00006	941363	323528	11/21/18	5,933.58
	SAM HILL OIL INC	00006	941364	323528	11/21/18	11,507.21
	SAM HILL OIL INC	00006	941365	323528	11/21/18	15,724.68
	WIRELESS ADVANCED COMMUNICATIO	00006	941368	323528	11/21/18	12,667.04
					Account Total	82,694.75
					Department Total	82,694.75

County of Adams
Vendor Payment Report

<u>9243</u>	<u>Extension - Family & Consumer</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	CSU EXTENSION	00001	940974	322908	11/14/18	3,425.00
					Account Total	3,425.00
					Department Total	3,425.00

County of Adams
Vendor Payment Report

<u>9240</u>	<u>Extension - Horticulture</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	CSU EXTENSION	00001	940974	322908	11/14/18	3,425.00
					Account Total	3,425.00
					Department Total	3,425.00

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>
	Business Meetings					
	COLO STATE UNIVERSITY EXTENSIO	00001	940916	322841	11/13/18	60.00
					Account Total	60.00
	Operating Supplies					
	CSU EXTENSION	00001	940974	322908	11/14/18	583.80
					Account Total	583.80
	Other Professional Serv					
	CSU EXTENSION	00001	940974	322908	11/14/18	3,425.00
					Account Total	3,425.00
					Department Total	4,068.80

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					
	AHRENS NICHOLETTE LEE	00001	940918	322841	11/13/18	99.00
	AMERICAN INCOME LIFE INS CO	00001	940931	322841	11/13/18	686.00
					Account Total	785.00
	Other Professional Serv					
	CSU EXTENSION	00001	940974	322908	11/14/18	3,425.00
	CSU EXTENSION	00001	940974	322908	11/14/18	15,384.00
					Account Total	18,809.00
	Temporary Labor					
	CSU EXTENSION	00001	940974	322908	11/14/18	6,791.27
					Account Total	6,791.27
					Department Total	26,385.27

County of Adams
Vendor Payment Report

<u>9114</u>	<u>Fleet- Commerce</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Vehicle Repair & Maint					
	HRT ENTERPRISES LLC	00006	941068	323080	11/15/18	130.00
	HRT ENTERPRISES LLC	00006	941069	323080	11/15/18	130.00
					Account Total	260.00
					Department Total	260.00

County of Adams
Vendor Payment Report

<u>43</u>	<u>Front Range Airport</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Colorado Sales Tax Payable					
	STATE OF COLORADO	00043	941156	323279	11/18/18	1,871.19
	STATE OF COLORADO	00043	941157	323279	11/18/18	97.92
					Account Total	1,969.11
	Received not Vouchered Clrg					
	THYSSENKRUPP ELEVATOR CORP	00043	941265	323323	11/19/18	300.00
					Account Total	300.00
					Department Total	2,269.11

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>
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8989	00001	941078	323092	11/02/18	68.33
					Account Total	68.33
					Department Total	68.33

County of Adams
Vendor Payment Report

<u>1075</u>	<u>FO - Administration Bldg</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=8987	00001	941075	323092	11/01/18	284.31
					Account Total	284.31
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8988	00001	941076	323092	11/02/18	323.40
					Account Total	323.40
					Department Total	607.71

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=8993	00001	941071	323092	10/31/18	3,967.28
					Account Total	3,967.28
					Department Total	3,967.28

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=8996	00001	941087	323092	11/02/18	2,700.71
					Account Total	2,700.71
					Department Total	2,700.71

County of Adams
Vendor Payment Report

<u>2090</u>	<u>FO - Flatrock Facility</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=8984	00050	941088	323092	10/24/18	61.34
					Account Total	61.34
					Department Total	61.34

County of Adams
Vendor Payment Report

<u>1067</u>	<u>FO - Human Service Building</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=8995	00001	941072	323092	11/04/18	949.75
					Account Total	949.75
					Department Total	949.75

County of Adams
Vendor Payment Report

<u>1071</u>	<u>FO - Justice Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8997	00001	941074	323092	11/02/18	8,814.63
					Account Total	8,814.63
					Department Total	8,814.63

County of Adams
Vendor Payment Report

<u>1069</u>	<u>FO-Animal Shelter Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8994	00001	941073	323092	11/04/18	680.96
					Account Total	680.96
					Department Total	680.96

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					
	ALLIED UNIVERSAL SECURITY SERV	00001	941102	323192	11/16/18	17,600.18
	ALTA LANGUAGE SERVICES INC	00001	941248	323323	11/19/18	17,060.00
	ARMORED KNIGHTS INC	00001	941361	323528	11/21/18	339.42
	ARMORED KNIGHTS INC	00001	941361	323528	11/21/18	339.42
	ARMORED KNIGHTS INC	00001	941361	323528	11/21/18	339.42
	ARMORED KNIGHTS INC	00001	941361	323528	11/21/18	339.42
	ARMORED KNIGHTS INC	00001	941361	323528	11/21/18	339.42
	ARMORED KNIGHTS INC	00001	941361	323528	11/21/18	339.42
	CORRECTIONAL MANAGEMENT INC	00001	941340	323432	11/20/18	1,336.41
	CORRECTIONAL MANAGEMENT INC	00001	941341	323432	11/20/18	93.00
	GARFIELD COUNTY COMMUNITY CORR	00001	941342	323432	11/20/18	230.95
	GEO GROUP INC	00001	941339	323432	11/20/18	385.95
	IDEXX DISTRIBUTION INC	00001	941252	323323	11/19/18	314.75
	IDEXX DISTRIBUTION INC	00001	941367	323528	11/21/18	314.75
	INTERVENTION COMMUNITY CORRECT	00001	941343	323432	11/20/18	454.15
	INTERVENTION COMMUNITY CORRECT	00001	941344	323432	11/20/18	292.95
	INTERVENTION COMMUNITY CORRECT	00001	941345	323432	11/20/18	322.40
	LARIMER COUNTY COMMUNITY CORRE	00001	941347	323432	11/20/18	230.95
	MWI VETERINARY SUPPLY CO	00001	941253	323323	11/19/18	31.20
	MWI VETERINARY SUPPLY CO	00001	941254	323323	11/19/18	30.35
	MWI VETERINARY SUPPLY CO	00001	941255	323323	11/19/18	78.10
	MWI VETERINARY SUPPLY CO	00001	941256	323323	11/19/18	749.14
	MWI VETERINARY SUPPLY CO	00001	941257	323323	11/19/18	512.25
	PATTERSON VETERINARY SUPPLY IN	00001	941258	323323	11/19/18	1,281.50
	PATTERSON VETERINARY SUPPLY IN	00001	941259	323323	11/19/18	72.23
	PATTERSON VETERINARY SUPPLY IN	00001	941366	323528	11/21/18	198.08
	PDQ PRECISION INC	00001	941103	323192	11/16/18	10,174.88
	PHILLIPS PET FOOD & SUPPLIES	00001	941261	323323	11/19/18	111.80
	PHILLIPS PET FOOD & SUPPLIES	00001	941261	323323	11/19/18	420.70
	PRUDENTIAL OVERALL SUPPLY	00001	941260	323323	11/19/18	55.28
	RED HAWK FIRE & SECURITY	00001	941244	323326	11/19/18	628.31
	RED HAWK FIRE & SECURITY	00001	941245	323326	11/19/18	628.31
	RED HAWK FIRE & SECURITY	00001	941246	323326	11/19/18	628.31
	RED HAWK FIRE & SECURITY	00001	941247	323326	11/19/18	628.31
	TETRA TECH EC INC	00001	941250	323326	11/19/18	605.50

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>
	TIME TO CHANGE	00001	941306	323432	11/20/18	36,126.18
	TIME TO CHANGE	00001	941307	323432	11/20/18	60,052.23
	TIME TO CHANGE	00001	941308	323432	11/20/18	71,131.50
	TIME TO CHANGE	00001	941309	323432	11/20/18	26,943.75
	TIME TO CHANGE	00001	941310	323432	11/20/18	3,621.25
	TIME TO CHANGE	00001	941311	323432	11/20/18	1,336.41
	TIME TO CHANGE	00001	941312	323432	11/20/18	13,019.22
	TIME TO CHANGE	00001	941330	323432	11/20/18	7,501.35
	TIME TO CHANGE	00001	941331	323432	11/20/18	5,996.60
	TIME TO CHANGE	00001	941332	323432	11/20/18	1,340.75
	TIME TO CHANGE	00001	941333	323432	11/20/18	96.85
	TIME TO CHANGE	00001	941334	323432	11/20/18	93,893.58
	TIME TO CHANGE	00001	941335	323432	11/20/18	115,017.49
	TIME TO CHANGE	00001	941336	323432	11/20/18	2,672.82
	TIME TO CHANGE	00001	941338	323432	11/20/18	63,928.83
	TIME TO CHANGE	00001	941338	323432	11/20/18	12,117.21
	TIME TO CHANGE	00001	941350	323432	11/20/18	47,399.45
	TRI COUNTY HEALTH DEPT	00001	941360	323528	11/21/18	9,691.99
	TYGRET DEBRA R	00001	941104	323192	11/16/18	320.00
	WRIGHTWAY INDUSTRIES INC	00001	941249	323326	11/19/18	350.53
	WRIGHTWAY INDUSTRIES INC	00001	941267	323323	11/19/18	154.06
	WRIGHTWAY INDUSTRIES INC	00001	941267	323323	11/19/18	990.93
					Account Total	631,210.19
					Department Total	631,210.19

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>
	Building Repair & Maint					
	GRAINGER	00005	941315	323433	11/20/18	196.44
	GRAINGER	00005	941316	323433	11/20/18	165.08
					Account Total	361.52
	Contract Employment					
	PROFESSIONAL RECREATION MGMT I	00005	941373	323531	11/21/18	21,019.89
	PROFESSIONAL RECREATION MGMT I	00005	941373	323531	11/21/18	2,349.91
	PROFESSIONAL RECREATION MGMT I	00005	941373	323531	11/21/18	296.28
					Account Total	23,666.08
	Grounds Maintenance					
	ALPINE ARBORISTS PLANT HEALTH	00005	941313	323433	11/20/18	200.00
	FERTECH INDUSTRIES LLC	00005	941314	323433	11/20/18	1,000.00
	GOLF & SPORT SOLUTIONS	00005	941317	323433	11/20/18	399.84
	WILBUR-ELLIS COMPANY LLC	00005	941325	323433	11/20/18	754.60
					Account Total	2,354.44
	Minor Equipment					
	L L JOHNSON DIST	00005	941323	323433	11/20/18	4,843.98
	L L JOHNSON DIST	00005	941324	323433	11/20/18	3,450.00
					Account Total	8,293.98
	Telephone					
	PROFESSIONAL RECREATION MGMT I	00005	941373	323531	11/21/18	286.67
					Account Total	286.67
	Vehicle Parts & Supplies					
	L L JOHNSON DIST	00005	941318	323433	11/20/18	758.38
	L L JOHNSON DIST	00005	941319	323433	11/20/18	396.11
	L L JOHNSON DIST	00005	941320	323433	11/20/18	627.30
	L L JOHNSON DIST	00005	941321	323433	11/20/18	458.75
	L L JOHNSON DIST	00005	941322	323433	11/20/18	354.43
					Account Total	2,594.97
					Department Total	37,557.66

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	941373	323531	11/21/18	11,125.07
	PROFESSIONAL RECREATION MGMT I	00005	941373	323531	11/21/18	1,256.64
	PROFESSIONAL RECREATION MGMT I	00005	941373	323531	11/21/18	100.00
					Account Total	12,481.71
	Equipment Rental					
	PROFESSIONAL RECREATION MGMT I	00005	941373	323531	11/21/18	170.61
	PROFESSIONAL RECREATION MGMT I	00005	941373	323531	11/21/18	57.60
	PROFESSIONAL RECREATION MGMT I	00005	941373	323531	11/21/18	58.90
					Account Total	287.11
	Insurance Premiums					
	PROFESSIONAL RECREATION MGMT I	00005	941373	323531	11/21/18	689.29
					Account Total	689.29
	Minor Equipment					
	PROFESSIONAL RECREATION MGMT I	00005	941373	323531	11/21/18	1,970.60
					Account Total	1,970.60
	Security Service					
	PROFESSIONAL RECREATION MGMT I	00005	941373	323531	11/21/18	462.50
					Account Total	462.50
					Department Total	15,891.21

County of Adams
Vendor Payment Report

<u>1079</u>	<u>Human Services Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=8980	00001	941077	323092	10/26/18	9,412.07
					Account Total	9,412.07
					Department Total	9,412.07

County of Adams
Vendor Payment Report

<u>1034</u>	<u>HR- Social Services</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Messenger/Delivery Service					
	QUICKSILVER EXPRESS COURIER	00001	941328	323438	11/20/18	54.97
					Account Total	54.97
					Department Total	54.97

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					
	TORRES ANA	00019	941005	323046	11/15/18	579.98
					Account Total	579.98
					Department Total	579.98

County of Adams
Vendor Payment Report

<u>1061</u>	<u>IT Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Consultant Services					
	LADR	00001	941326	323436	11/20/18	2,250.00
					Account Total	2,250.00
					Department Total	2,250.00

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>
	Consultant Services					
	KNS COMMUNICATIONS CONSULTANTS	00001	941107	323199	11/16/18	1,505.00
					Account Total	1,505.00
	ISP Services					
	COMCAST BUSINESS	00001	941154	323227	11/16/18	2,100.00
					Account Total	2,100.00
					Department Total	3,605.00

County of Adams
Vendor Payment Report

<u>27</u>	<u>Open Space Projects Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	ENERGES SERVICES LLC	00027	941225	323301	11/19/18	52,118.20
	ENERGES SERVICES LLC	00027	941226	323301	11/19/18	12,354.50
					Account Total	64,472.70
	Retainages Payable					
	ENERGES SERVICES LLC	00027	941226	323301	11/19/18	617.73-
	ENERGES SERVICES LLC	00027	941225	323301	11/19/18	2,605.91-
					Account Total	3,223.64-
					Department Total	61,249.06

County of Adams
Vendor Payment Report

<u>1111</u>	<u>Parks Facilities</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=8981	00001	941079	323092	10/23/18	181.47
	Energy Cap Bill ID=8982	00001	941080	323092	10/23/18	242.02
	Energy Cap Bill ID=8983	00001	941081	323092	10/24/18	320.40
	Energy Cap Bill ID=8985	00001	941082	323092	10/23/18	165.00
	Energy Cap Bill ID=8986	00001	941083	323092	10/26/18	321.86
	Energy Cap Bill ID=8990	00001	941084	323092	10/23/18	220.24
	Energy Cap Bill ID=8991	00001	941085	323092	10/23/18	41.48
	Energy Cap Bill ID=8992	00001	941086	323092	10/31/18	588.35
					Account Total	2,080.82
					Department Total	2,080.82

County of Adams
Vendor Payment Report

<u>1015</u>	<u>People & Culture - Admin</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Messenger/Delivery Service					
	QUICKSILVER EXPRESS COURIER	00001	941328	323438	11/20/18	100.52
					Account Total	100.52
	Tuition Reimbursement					
	HAYES REBECCA A	00001	941065	323077	11/15/18	421.00
	LABRIE, THERON	00001	941067	323077	11/15/18	500.00
	LABRIE, THERON	00001	941329	323438	11/20/18	500.00
	SAWYER JEREMY	00001	941066	323077	11/15/18	1,039.50
					Account Total	2,460.50
					Department Total	2,561.02

County of Adams
Vendor Payment Report

<u>5010</u>	<u>PKS- Fair & Special Events</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Regional Park Rentals					
	VALDEZ BECKY	00001	941105	323197	11/16/18	75.00
					Account Total	75.00
					Department Total	75.00

County of Adams
Vendor Payment Report

<u>5012</u>	<u>PKS- Regional Complex</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	CINTAS CORPORATION NO 2	00001	940977	322925	11/14/18	199.42
	CINTAS CORPORATION NO 2	00001	940978	322925	11/14/18	199.42
	CINTAS CORPORATION NO 2	00001	940979	322925	11/14/18	199.42
	CINTAS CORPORATION NO 2	00001	940980	322925	11/14/18	199.42
	CINTAS CORPORATION NO 2	00001	940981	322925	11/14/18	199.42
	CINTAS CORPORATION NO 2	00001	940982	322925	11/14/18	199.42
					Account Total	1,196.52
					Department Total	1,196.52

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					
	BUSH MELVIN E	00001	941176	323289	11/19/18	65.00
	BUZEK, VINCE	00001	940784	322808	11/13/18	65.00
	FOREST SEAN	00001	940786	322808	11/13/18	65.00
	GARNER, ROSIE	00001	940787	322808	11/13/18	65.00
	GREEN THOMAS D	00001	941180	323289	11/19/18	65.00
	HANCOCK FORREST HAYES	00001	941181	323289	11/19/18	65.00
	HERRERA, AARON	00001	940785	322808	11/13/18	65.00
	MCCREARY RAPHAEL	00001	941177	323289	11/19/18	65.00
	NYHOLM STEWART E	00001	941178	323289	11/19/18	65.00
	PLAKORUS DAVID	00001	940788	322808	11/13/18	65.00
	RICHARDSON SHARON	00001	940789	322808	11/13/18	65.00
	STANFIELD THOMSON	00001	941179	323289	11/19/18	65.00
	THOMPSON GREGORY PAUL	00001	940783	322808	11/13/18	65.00
					Account Total	845.00
					Department Total	845.00

County of Adams
Vendor Payment Report

<u>13</u>	<u>Road & Bridge Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	BFI TOWER ROAD LANDFILL	00013	941370	323528	11/21/18	615.25
	BFI TOWER ROAD LANDFILL	00013	941371	323528	11/21/18	62.75
	JK TRANSPORTS INC	00013	941372	323528	11/21/18	56,070.00
					Account Total	56,748.00
	Retainages Payable					
	JALISCO INTL INC	00013	941359	323528	11/21/18	37,481.90
	JALISCO INTL INC	00013	941359	323528	11/21/18	3,054.99
					Account Total	40,536.89
					Department Total	97,284.89

County of Adams
Vendor Payment Report

<u>2014</u>	<u>Sheriff-Professional Standards</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00001	941129	323202	11/16/18	231.06
					Account Total	231.06
					Department Total	231.06

County of Adams
Vendor Payment Report

<u>9295</u>	<u>Solid Waste Operations</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	GABLEHOUSE GRANBERG LLC	00025	940914	322837	11/13/18	3,136.00
					Account Total	3,136.00
					Department Total	3,136.00

County of Adams
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	941111	323202	11/16/18	5,281.88
					Account Total	5,281.88
					Department Total	5,281.88

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>
	Concealed Handgun Permit Fees					
	DEIBERT SAMUEL J	00001	941117	323202	11/16/18	100.00
					Account Total	100.00
	Education & Training					
	EMPLOYERS COUNCIL SERVICES INC	00001	941119	323202	11/16/18	315.00
	EMPLOYERS COUNCIL SERVICES INC	00001	941120	323202	11/16/18	370.00
					Account Total	685.00
	Other Communications					
	VERIZON WIRELESS	00001	941129	323202	11/16/18	562.09
					Account Total	562.09
	Public Relations					
	BRIGHTON CHAMBER OF COMMERCE	00001	941109	323202	11/16/18	600.00
					Account Total	600.00
	Uniforms & Cleaning					
	SYMBOL ARTS	00001	941128	323202	11/16/18	185.00
					Account Total	185.00
					Department Total	2,132.09

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	941129	323202	11/16/18	200.18
					Account Total	200.18
					Department Total	200.18

County of Adams
Vendor Payment Report

<u>2075</u>	<u>SHF- Commissary Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	METRO TRANSPORTATION PLANNING	00001	941123	323202	11/16/18	942.20
	METRO TRANSPORTATION PLANNING	00001	941124	323202	11/16/18	1,045.35
					Account Total	1,987.55
	Subscrip/Publications					
	DENVER POST	00001	941116	323202	11/16/18	5,306.95
					Account Total	5,306.95
					Department Total	7,294.50

County of Adams
Vendor Payment Report

<u>2016</u>	<u>SHF- Detective Division</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Interpreting Services					
	LANGUAGE LINE SERVICES	00001	941121	323202	11/16/18	209.92
					Account Total	209.92
	Operating Supplies					
	DS WATERS OF AMERICA INC	00001	941115	323202	11/16/18	249.60
	E470 PUBLIC HIGHWAY AUTHORITY	00001	941118	323202	11/16/18	3.90
					Account Total	253.50
	Other Communications					
	CENTURY LINK	00001	941110	323202	11/16/18	88.99
					Account Total	88.99
					Department Total	552.41

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>
	Interpreting Services					
	LANGUAGE LINE SERVICES	00001	941121	323202	11/16/18	591.22
					Account Total	591.22
	Operating Supplies					
	E470 PUBLIC HIGHWAY AUTHORITY	00001	941118	323202	11/16/18	150.90
	SUMMIT FOOD SERVICE LLC	00001	941127	323202	11/16/18	86.77
					Account Total	237.67
	Other Communications					
	VERIZON WIRELESS	00001	941129	323202	11/16/18	270.30
					Account Total	270.30
					Department Total	1,099.19

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	941129	323202	11/16/18	29.41
					Account Total	29.41
					Department Total	29.41

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	941129	323202	11/16/18	142.64
					Account Total	142.64
					Department Total	142.64

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>
	Interpreting Services					
	LANGUAGE LINE SERVICES	00001	941121	323202	11/16/18	74.62
					Account Total	74.62
	Operating Supplies					
	DS WATERS OF AMERICA INC	00001	941113	323202	11/16/18	161.14
	E470 PUBLIC HIGHWAY AUTHORITY	00001	941118	323202	11/16/18	6.50
					Account Total	167.64
	Other Communications					
	LEXISNEXIS RISK SOLUTIONS	00001	941122	323202	11/16/18	103.81
	VERIZON WIRELESS	00001	941129	323202	11/16/18	909.49
					Account Total	1,013.30
					Department Total	1,255.56

County of Adams
Vendor Payment Report

<u>2018</u>	<u>SHF- Records/Warrants Section</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	DS WATERS OF AMERICA INC	00001	941114	323202	11/16/18	58.10
					Account Total	58.10
	Other Communications					
	VERIZON WIRELESS	00001	941129	323202	11/16/18	40.01
					Account Total	40.01
	Other Professional Serv					
	SHRED IT USA LLC	00001	941126	323202	11/16/18	105.00
					Account Total	105.00
					Department Total	203.11

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>
	Other Communications					
	VERIZON WIRELESS	00001	941129	323202	11/16/18	225.20
					Account Total	225.20
	Other Professional Serv					
	NORTHGLENN AMBULANCE	00001	941125	323202	11/16/18	241.50
					Account Total	241.50
					Department Total	466.70

County of Adams
Vendor Payment Report

<u>3019</u>	<u>Transportation 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	941188	323296	11/19/18	8,427.75
	AURORA CITY OF	00013	941189	323296	11/19/18	213,097.46
	BENNETT TOWN OF	00013	941190	323296	11/19/18	7,026.41
	BRIGHTON CITY OF	00013	941191	323296	11/19/18	243,299.64
	COMMERCE CITY CITY OF	00013	941192	323296	11/19/18	134,028.91
	FEDERAL HEIGHTS CITY OF	00013	941193	323296	11/19/18	21,358.81
	NORTHGLENN CITY OF	00013	941194	323296	11/19/18	85,623.20
	THORNTON CITY OF	00013	941195	323296	11/19/18	304,176.58
	WESTMINSTER CITY OF	00013	941196	323296	11/19/18	146,142.19
					Account Total	1,163,180.95
					Department Total	1,163,180.95

County of Adams
Vendor Payment Report

<u>3056</u>	<u>Transportation CIP</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Land					
	ALDERMAN BERNSTEIN	00013	941146	323223	11/16/18	1,841.00
	ALDERMAN BERNSTEIN	00013	941147	323223	11/16/18	1,563.50
	BARGER ROXANA	00013	941236	323312	11/19/18	1,300.00
	BRETHAUER CAROL K	00013	941228	323304	11/19/18	1,250.00
	CAMPOS LIZ M	00013	941235	323312	11/19/18	1,085.00
	CARNEY MARY R	00013	941234	323306	11/19/18	297.50
	CLERK OF ADAMS COUNTY COURT	00013	941145	323223	11/16/18	77,995.00
	JOHANSEN ROBERT E	00013	941227	323304	11/19/18	935.00
	ORTIZ PATRICIA	00013	941229	323304	11/19/18	387.00
	PARRA MADELINE	00013	941231	323304	11/19/18	387.00
	WESTLUND NATHAN W	00013	941233	323304	11/19/18	297.50
					Account Total	87,338.50
					Department Total	87,338.50

County of Adams
Vendor Payment Report

<u>3031</u>	<u>Transportation Opers & Maint</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Debris Removal					
	A & E TIRE INC	00013	941159	323285	11/19/18	67.50
	A & E TIRE INC	00013	941160	323285	11/19/18	30.00
	A & E TIRE INC	00013	941161	323285	11/19/18	75.00
	A & E TIRE INC	00013	941162	323285	11/19/18	67.50
	A & E TIRE INC	00013	941163	323285	11/19/18	197.50
	A & E TIRE INC	00013	941164	323285	11/19/18	105.00
	A & E TIRE INC	00013	941165	323285	11/19/18	57.50
	A & E TIRE INC	00013	941166	323285	11/19/18	105.00
	A & E TIRE INC	00013	941167	323285	11/19/18	30.00
	A & E TIRE INC	00013	941168	323285	11/19/18	62.50
	A & E TIRE INC	00013	941169	323285	11/19/18	70.00
					Account Total	867.50
	Maintenance Asphalt					
	BRANNAN SAND & GRAVEL COMPANY	00013	941170	323285	11/19/18	4,565.88
					Account Total	4,565.88
	Pothole Asphalt					
	BRANNAN SAND & GRAVEL COMPANY	00013	941171	323285	11/19/18	5.37
	BRANNAN SAND & GRAVEL COMPANY	00013	941172	323285	11/19/18	5.37
	BRANNAN SAND & GRAVEL COMPANY	00013	941173	323285	11/19/18	139.48
					Account Total	150.22
					Department Total	5,583.60

County of Adams
Vendor Payment Report

<u>25</u>	<u>Waste Management Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	B & B ENVIRONMENTAL SAFETY INC	00025	941349	323443	11/20/18	4,640.22
	B & B ENVIRONMENTAL SAFETY INC	00025	941351	323443	11/20/18	4,073.14
					Account Total	8,713.36
					Department Total	8,713.36

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>
	Laboratory Analysis					
	COLO ANALYTICAL LABORATORY	00043	941155	323278	11/18/18	112.00
					Account Total	112.00
					Department Total	112.00

County of Adams
Vendor Payment Report

Grand Total 2,422,284.18

County of Adams
Vendor Payment Report

<u>4304</u>	<u>Airport Operations/Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gasoline					
	OFFEN PETROLEUM INC	00043	941887	323969	11/29/18	1,352.33
					Account Total	1,352.33
	Licenses and Fees					
	OFFEN PETROLEUM INC	00043	941887	323969	11/29/18	7.39
					Account Total	7.39
					Department Total	1,359.72

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					
	RDG PLANNING AND DESIGN	00004	941667	323896	11/28/18	60,000.00
	STANLEY CONVERGENT SECURITY S	00004	941520	323680	11/26/18	11,725.00
	STANLEY CONVERGENT SECURITY S	00004	941523	323680	11/26/18	3,090.00
					Account Total	74,815.00
					Department Total	74,815.00

County of Adams
Vendor Payment Report

<u>9275</u>	<u>Community Corrections</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	SHRED IT USA LLC	00001	941628	323867	11/28/18	30.00
					Account Total	30.00
					Department Total	30.00

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>
	Messenger/Delivery Service					
	FEDERAL EXPRESS CO	00001	941594	323769	11/27/18	219.27
					Account Total	219.27
	Other Professional Serv					
	JEFFERSON COUNTY SHERIFF'S CIV	00001	941598	323769	11/27/18	53.00
	LESLIE BRIAN	00001	941596	323769	11/27/18	1,350.00
	METROWEST NEWSPAPERS	00001	941597	323769	11/27/18	411.08
	STAMP ROBERT	00001	941595	323769	11/27/18	1,500.00
	SWEEPSTAKES UNLIMITED	00001	941599	323769	11/27/18	30.00
					Account Total	3,344.08
					Department Total	3,563.35

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					
	FRANK MEREDITH ANN	00001	941391	323539	11/21/18	1,025.00
	STOEFFLER REBECCA E	00001	941601	323776	11/27/18	1,134.00
					Account Total	2,159.00
	Operating Supplies					
	ELDORADO ARTESIAN SPRINGS INC	00001	941272	323341	11/19/18	38.95
	ELDORADO ARTESIAN SPRINGS INC	00001	941273	323341	11/19/18	11.00
	ELDORADO ARTESIAN SPRINGS INC	00001	941274	323341	11/19/18	38.46
	ELDORADO ARTESIAN SPRINGS INC	00001	941394	323540	11/21/18	.32
	SOUTHLAND MEDICAL LLC	00001	941271	323341	11/19/18	960.00
					Account Total	1,048.73
	Other Professional Serv					
	COLO MEDICAL WASTE INC	00001	941392	323540	11/21/18	1,461.00
	JOHNS HOPKINS UNIVERSITY	00001	941275	323341	11/19/18	1,200.00
	NMS LABS	00001	941270	323341	11/19/18	10,593.50
	SCL HEALTH	00001	941276	323341	11/19/18	308.10
	SHRED IT USA LLC	00001	941269	323341	11/19/18	111.46
					Account Total	13,674.06
	Postage & Freight					
	FEDEX	00001	941277	323341	11/19/18	20.31
	FEDEX	00001	941278	323341	11/19/18	16.17
	FEDEX	00001	941279	323341	11/19/18	22.42
	FEDEX	00001	941280	323341	11/19/18	9.42
	FEDEX	00001	941395	323540	11/21/18	103.71
					Account Total	172.03
					Department Total	17,053.82

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					
	ROCKY MTN MICROFILM & IMAGING	00001	941875	323910	11/28/18	12,290.00
					Account Total	12,290.00
					Department Total	12,290.00

County of Adams
Vendor Payment Report

<u>941017</u>	<u>CDBG 2017/2018</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grants to Other Institutions					
	AFFORDABLE REMODELING SOLUTION	00030	941611	323794	11/27/18	8,479.00
	TIERRA ROJO CONSTRUCTION	00030	941608	323791	11/27/18	13,950.00
					Account Total	22,429.00
					Department Total	22,429.00

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>
	Business Meetings					
	COLO DIST ATTORNEY COUNCIL	00001	941656	323883	11/28/18	71.00
					Account Total	71.00
	Mileage Reimbursements					
	GLADER JONATHAN D	00001	941657	323883	11/28/18	41.44
	HERNANDEZ TIFFANI	00001	941658	323883	11/28/18	34.44
					Account Total	75.88
	Other Professional Serv					
	CINA & CINA FORENSIC CONSULTIN	00001	941346	323440	11/20/18	112.50
					Account Total	112.50
	Software and Licensing					
	VENTURE TECHNOLOGIES	00001	941660	323893	11/28/18	7,787.45
	VENTURE TECHNOLOGIES	00001	942000	324160	11/30/18	7,787.45
					Account Total	15,574.90
	Witness Fees					
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	941653	323883	11/28/18	101.62
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	941653	323883	11/28/18	89.45
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	941653	323883	11/28/18	10.56
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	941653	323883	11/28/18	81.14
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	941653	323883	11/28/18	128.04
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	941653	323883	11/28/18	77.22
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	941653	323883	11/28/18	146.01
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	941653	323883	11/28/18	168.54
					Account Total	802.58
					Department Total	16,636.86

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					
	A & E TIRE INC	00006	941670	323896	11/28/18	148.24
	A & E TIRE INC	00006	941671	323896	11/28/18	1,010.91
	A & E TIRE INC	00006	941672	323896	11/28/18	369.25
	A & E TIRE INC	00006	941673	323896	11/28/18	1,354.25
	A & E TIRE INC	00006	941674	323896	11/28/18	279.78
	ABRA AUTO BODY & GLASS	00006	941668	323896	11/28/18	35.00
	ABRA AUTO BODY & GLASS	00006	941983	324135	11/30/18	8.72
	ABRA AUTO BODY & GLASS	00006	941983	324135	11/30/18	26.28
	PRECISE MRM LLC	00006	941669	323896	11/28/18	5,304.00
	SAM HILL OIL INC	00006	941675	323896	11/28/18	864.10
	SAM HILL OIL INC	00006	941676	323896	11/28/18	10,977.10
	WEX BANK	00006	941539	323680	11/26/18	1,475.00
					Account Total	21,852.63
					Department Total	21,852.63

County of Adams
Vendor Payment Report

<u>9243</u>	<u>Extension - Family & Consumer</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	2394	00001	941432	323677	11/26/18	196.31
					Account Total	196.31
					Department Total	196.31

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>
	Mileage Reimbursements					
	2469	00001	941434	323677	11/26/18	<u>49.92</u>
					Account Total	<u>49.92</u>
					Department Total	<u><u>49.92</u></u>

County of Adams
Vendor Payment Report

<u>9241</u>	<u>Extension- Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	2496	00001	941435	323677	11/26/18	399.49
					Account Total	399.49
					Department Total	399.49

County of Adams
Vendor Payment Report

9244	Extension- 4-H/Youth	Fund	Voucher	Batch No	GL Date	Amount
	Mileage Reimbursements					
	2289	00001	941431	323677	11/26/18	317.19
	2407	00001	941433	323677	11/26/18	193.48
					Account Total	510.67
					Department Total	510.67

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					
	AAA PEST PROS	00005	941521	323684	11/26/18	35.00
					Account Total	35.00
					Department Total	35.00

County of Adams
Vendor Payment Report

<u>1014</u>	<u>Finance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	GABRIEL, ROEDER, SMITH & COMPA	00001	941922	323995	11/29/18	2,000.00
					Account Total	2,000.00
					Department Total	2,000.00

County of Adams
Vendor Payment Report

<u>9111</u>	<u>Fleet- Admin</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	ACS MANAGEMENT LLC	00006	941891	323976	11/29/18	62.56
					Account Total	62.56
					Department Total	62.56

County of Adams
Vendor Payment Report

9114	Fleet- Commerce	Fund	Voucher	Batch No	GL Date	Amount
	Vehicle Repair & Maint					
	HRT ENTERPRISES LLC	00006	941892	323976	11/29/18	65.00
					Account Total	65.00
					Department Total	65.00

County of Adams
Vendor Payment Report

<u>43</u>	<u>Front Range Airport</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	ALBERTS WATER & WASTEWATER SER	00043	941677	323896	11/28/18	3,000.00
	CITY SERVICEVALCON LLC	00043	941630	323872	11/28/18	20,198.71
					Account Total	23,198.71
					Department Total	23,198.71

County of Adams
Vendor Payment Report

<u>1091</u>	<u>FO - Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Rental					
	CHAMBERS HOLDINGS LLC	00001	941625	323805	11/27/18	14,731.55
	IC CHAMBERS LP	00001	941545	323692	11/26/18	6,586.82
	WESTAR REAL PROPERTY SERVICES	00001	941546	323692	11/26/18	14,706.36
					Account Total	36,024.73
	Gas & Electricity					
	Energy Cap Bill ID=9000	00001	941444	323678	11/12/18	192.45
	Energy Cap Bill ID=9008	00001	941445	323678	11/08/18	87.28
	Energy Cap Bill ID=9009	00001	941446	323678	11/08/18	502.45
					Account Total	782.18
	Maintenance Contracts					
	AAA PEST PROS	00001	941521	323684	11/26/18	200.00
					Account Total	200.00
	Water/Sewer/Sanitation					
	EASTERN DISPOSE ALL	00001	941916	323993	11/29/18	72.00
					Account Total	72.00
					Department Total	37,078.91

County of Adams
Vendor Payment Report

<u>1075</u>	<u>FO - Administration Bldg</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=8999	00001	941440	323678	11/07/18	1,757.52
					Account Total	1,757.52
	Maintenance Contracts					
	AAA PEST PROS	00001	941521	323684	11/26/18	80.00
					Account Total	80.00
	Water/Sewer/Sanitation					
	EASTERN DISPOSE ALL	00001	941915	323993	11/29/18	91.00
					Account Total	91.00
					Department Total	1,928.52

County of Adams
Vendor Payment Report

<u>1113</u>	<u>FO - Children & Family Service</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	AAA PEST PROS	00001	941521	323684	11/26/18	40.00
					Account Total	40.00
					Department Total	40.00

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>
	Building Repair & Maint					
	DENVER CONCRETE COMPANY INC	00001	941515	323684	11/26/18	2,700.00
					Account Total	2,700.00
	Maintenance Contracts					
	AAA PEST PROS	00001	941521	323684	11/26/18	60.00
	SYSTEMS GROUP	00001	941917	323993	11/29/18	300.00
					Account Total	360.00
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=9007	00001	941436	323678	11/13/18	446.13
					Account Total	446.13
					Department Total	3,506.13

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	941542	323691	11/26/18	47.00
					Account Total	47.00
	Maintenance Contracts					
	AAA PEST PROS	00001	941521	323684	11/26/18	60.00
					Account Total	60.00
					Department Total	107.00

County of Adams
Vendor Payment Report

<u>2090</u>	<u>FO - Flatrock Facility</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	ALL PRO CEMENT INC	00050	941514	323684	11/26/18	2,400.00
	CLEAN CUT LAWN SERVICE INC	00050	941543	323692	11/26/18	2,070.00
					Account Total	4,470.00
	Maintenance Contracts					
	AAA PEST PROS	00050	941521	323684	11/26/18	40.00
					Account Total	40.00
					Department Total	4,510.00

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					
	ALL PRO CEMENT INC	00001	941544	323692	11/26/18	4,950.00
	COLO DEPT OF PUBLIC HEALTH & E	00001	941541	323691	11/26/18	94.00
	JOHNSON CONTROLS FIRE PROTECTI	00001	941910	323991	11/29/18	950.00
					Account Total	5,994.00
	Gas & Electricity					
	Energy Cap Bill ID=9004	00001	941441	323678	11/15/18	22,666.00
	Energy Cap Bill ID=9005	00001	941442	323678	11/15/18	2,915.00
					Account Total	25,581.00
	Maintenance Contracts					
	AAA PEST PROS	00001	941521	323684	11/26/18	145.00
	SUMMIT LABORATORIES INC	00001	941918	323993	11/29/18	480.00
					Account Total	625.00
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=9006	00001	941443	323678	11/09/18	3,416.83
					Account Total	3,416.83
					Department Total	35,616.83

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=8998	00001	941438	323678	10/31/18	1,102.21
	Energy Cap Bill ID=9010	00001	941439	323678	11/08/18	444.58
					Account Total	1,546.79
	Maintenance Contracts					
	AAA PEST PROS	00001	941521	323684	11/26/18	160.00
					Account Total	160.00
	Water/Sewer/Sanitation					
	REPUBLIC SERVICES #535	00001	941516	323684	11/26/18	54.45
					Account Total	54.45
					Department Total	1,761.24

County of Adams
Vendor Payment Report

<u>1067</u>	<u>FO - Human Service Building</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	941542	323691	11/26/18	94.00
					Account Total	94.00
	Maintenance Contracts					
	AAA PEST PROS	00001	941521	323684	11/26/18	50.00
					Account Total	50.00
					Department Total	144.00

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	941542	323691	11/26/18	94.00
	SYSTEMS GROUP	00001	941502	323684	11/26/18	170.00
					Account Total	264.00
	Maintenance Contracts					
	AAA PEST PROS	00001	941521	323684	11/26/18	110.00
	SUMMIT LABORATORIES INC	00001	941512	323684	11/26/18	410.00
					Account Total	520.00
					Department Total	784.00

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>
	Maintenance Contracts					
	AAA PEST PROS	00001	941521	323684	11/26/18	325.00
					Account Total	325.00
	Water/Sewer/Sanitation					
	REPUBLIC SERVICES #535	00001	941517	323684	11/26/18	280.00
					Account Total	280.00
					Department Total	605.00

County of Adams
Vendor Payment Report

<u>1072</u>	<u>FO - West Service Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	AAA PEST PROS	00001	941521	323684	11/26/18	40.00
					Account Total	40.00
					Department Total	40.00

County of Adams
Vendor Payment Report

<u>1076</u>	<u>FO-Adams County Service Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	COLO CARPET CENTER INC	00001	941503	323684	11/26/18	4,464.00
					Account Total	4,464.00
	Maintenance Contracts					
	AAA PEST PROS	00001	941521	323684	11/26/18	65.00
					Account Total	65.00
					Department Total	4,529.00

County of Adams
Vendor Payment Report

<u>1069</u>	<u>FO-Animal Shelter Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=9002	00001	941437	323678	11/07/18	2,373.82
					Account Total	2,373.82
	Maintenance Contracts					
	AAA PEST PROS	00001	941521	323684	11/26/18	55.00
					Account Total	55.00
					Department Total	2,428.82

County of Adams
Vendor Payment Report

<u>1112</u>	<u>FO-Sheriff HQ/Coroner Building</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=9001	00001	941447	323678	11/07/18	4,318.12
					Account Total	4,318.12
	Maintenance Contracts					
	AAA PEST PROS	00001	941521	323684	11/26/18	55.00
					Account Total	55.00
					Department Total	4,373.12

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					
	ADVANCED LAUNDRY SYSTEMS	00001	941376	323537	11/21/18	258.75
	ALLIED UNIVERSAL SECURITY SERV	00001	941665	323896	11/28/18	1,686.23
	AMERICAN EAGLE DISTRIBUTING	00001	941907	323989	11/29/18	1,734.54
	ARBORFORCE LLC	00001	941664	323896	11/28/18	6,700.00
	ARMORED KNIGHTS INC	00001	941448	323680	11/26/18	339.42
	ARMORED KNIGHTS INC	00001	941448	323680	11/26/18	339.42
	ARMORED KNIGHTS INC	00001	941448	323680	11/26/18	339.42
	ARMORED KNIGHTS INC	00001	941448	323680	11/26/18	339.42
	ARMORED KNIGHTS INC	00001	941448	323680	11/26/18	339.42
	ARMORED KNIGHTS INC	00001	941448	323680	11/26/18	339.42
	ARMORED KNIGHTS INC	00001	941666	323896	11/28/18	339.42
	ARMORED KNIGHTS INC	00001	941666	323896	11/28/18	339.42
	ARMORED KNIGHTS INC	00001	941666	323896	11/28/18	339.42
	ARMORED KNIGHTS INC	00001	941666	323896	11/28/18	339.42
	ARMORED KNIGHTS INC	00001	941666	323896	11/28/18	339.42
	ARMORED KNIGHTS INC	00001	941666	323896	11/28/18	339.42
	CHEMATOX LABORATORY INC	00001	941377	323537	11/21/18	371.00
	CHEMATOX LABORATORY INC	00001	941378	323537	11/21/18	400.00
	COMMUNITY REACH CENTER	00001	941379	323537	11/21/18	52,773.08
	DENTONS US LLP	00001	941984	324135	11/30/18	10,500.00
	G2 CONSTRUCTION LLC	00001	941985	324135	11/30/18	26,900.00
	HCL ENGINEERING & SURVEYING LL	00001	941908	323989	11/29/18	320.00
	HCL ENGINEERING & SURVEYING LL	00001	941909	323989	11/29/18	142.50
	HIE CONSULTING ENGINEERS	00001	941991	324135	11/30/18	5,900.00
	MOTOROLA INC	00001	941380	323537	11/21/18	9,739.20
	MOUNTAIN STATES IMAGING LLC	00001	941498	323680	11/26/18	409.16
	MOUNTAIN STATES IMAGING LLC	00001	941498	323680	11/26/18	673.16
	PITNEY BOWES	00001	941381	323537	11/21/18	1,239.21
	ROCKY MTN CONVEYOR & EQUIPT	00001	941382	323537	11/21/18	214.50
	SOUTHWESTERN PAINTING	00001	941565	323745	11/27/18	1,865.00
	SOUTHWESTERN PAINTING	00001	941575	323745	11/27/18	11,903.00
	SOUTHWESTERN PAINTING	00001	941576	323745	11/27/18	11,903.00
	SOUTHWESTERN PAINTING	00001	941577	323745	11/27/18	3,600.00
	SOUTHWESTERN PAINTING	00001	941579	323745	11/27/18	5,451.00
	SUMMIT FOOD SERVICE LLC	00001	941383	323537	11/21/18	5,630.77

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>
	SUMMIT FOOD SERVICE LLC	00001	941384	323537	11/21/18	609.38
	SUMMIT FOOD SERVICE LLC	00001	941384	323537	11/21/18	4,941.30
	SUMMIT FOOD SERVICE LLC	00001	941385	323537	11/21/18	5,353.02
	SUMMIT FOOD SERVICE LLC	00001	941386	323537	11/21/18	5,289.09
	SUMMIT FOOD SERVICE LLC	00001	941388	323537	11/21/18	29,895.38
	SYSTEMS GROUP	00001	941536	323680	11/26/18	300.00
	SYSTEMS GROUP	00001	941537	323680	11/26/18	300.00
	TENNANT SALES & SERVICE	00001	941389	323537	11/21/18	222.00
	THERMAL EQUIPMENT SALES INC	00001	941986	324135	11/30/18	7,224.00
	TIME TO CHANGE	00001	941988	324135	11/30/18	6,854.00
	TIME TO CHANGE	00001	941988	324135	11/30/18	5,998.00
	TIME TO CHANGE	00001	941988	324135	11/30/18	7,251.00
	TIME TO CHANGE	00001	941988	324135	11/30/18	11,255.00
	TYGRET DEBRA R	00001	941390	323537	11/21/18	368.00
	WHITESTONE CONSTRUCTION SERVIC	00001	941911	323989	11/29/18	156,191.33
	WHITESTONE CONSTRUCTION SERVIC	00001	941987	324135	11/30/18	53,350.00
					Account Total	459,788.64
	Retainages Payable					
	COATINGS INC	00001	941538	323680	11/26/18	22,260.60
	WHITESTONE CONSTRUCTION SERVIC	00001	941911	323989	11/29/18	7,809.57-
	WHITESTONE CONSTRUCTION SERVIC	00001	941987	324135	11/30/18	2,667.50-
					Account Total	11,783.53
					Department Total	471,572.17

County of Adams
Vendor Payment Report

5	Golf Course Enterprise Fund	Fund	Voucher	Batch No	GL Date	Amount
	Received not Vouchered Clrg					
	ACFLAG AND BANNER INC	00005	941450	323680	11/26/18	6,460.00
	ACFLAG AND BANNER INC	00005	941450	323680	11/26/18	4,990.00
	ACFLAG AND BANNER INC	00005	941450	323680	11/26/18	2,800.00
	ACFLAG AND BANNER INC	00005	941450	323680	11/26/18	825.00
	ACFLAG AND BANNER INC	00005	941450	323680	11/26/18	4,990.00
					Account Total	20,065.00
					Department Total	20,065.00

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>
	Insurance Premiums					
	PROFESSIONAL RECREATION MGMT I	00005	941654	323891	11/28/18	56.98
	PROFESSIONAL RECREATION MGMT I	00005	941654	323891	11/28/18	563.36
					Account Total	620.34
	Repair & Maint Supplies					
	PROFESSIONAL RECREATION MGMT I	00005	941654	323891	11/28/18	330.00
					Account Total	330.00
	Security Service					
	PROFESSIONAL RECREATION MGMT I	00005	941654	323891	11/28/18	462.50
					Account Total	462.50
					Department Total	1,412.84

County of Adams
Vendor Payment Report

9252	GF- Admin/Org Support	Fund	Voucher	Batch No	GL Date	Amount
	Grants to Other Instit					
	ADAMS COUNTY EDUCATION CONSORT	00001	941884	323960	11/29/18	524,008.00
					Account Total	524,008.00
	Travel & Transportation					
	DENTONS US LLP	00001	941661	323894	11/28/18	2,450.85
					Account Total	2,450.85
	Trustee Fees					
	UMB BANK NA	00001	941883	323960	11/29/18	1,041.67
					Account Total	1,041.67
					Department Total	527,500.52

County of Adams
Vendor Payment Report

<u>31</u>	<u>Head Start Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	CESCO LINGUISTIC SERVICE INC	00031	941453	323680	11/26/18	60.00
	CESCO LINGUISTIC SERVICE INC	00031	941456	323680	11/26/18	38.63
	CESCO LINGUISTIC SERVICE INC	00031	941459	323680	11/26/18	60.00
	CHILDRENS HOSPITAL	00031	941462	323680	11/26/18	1,890.00
	MEADOW GOLD DAIRY	00031	941467	323680	11/26/18	82.80
	MEADOW GOLD DAIRY	00031	941469	323680	11/26/18	124.20
	MEADOW GOLD DAIRY	00031	941470	323680	11/26/18	69.00
	MEADOW GOLD DAIRY	00031	941471	323680	11/26/18	55.20
	MEADOW GOLD DAIRY	00031	941472	323680	11/26/18	27.60
	MEADOW GOLD DAIRY	00031	941473	323680	11/26/18	69.00
	MEADOW GOLD DAIRY	00031	941475	323680	11/26/18	69.00
	MEADOW GOLD DAIRY	00031	941478	323680	11/26/18	41.40
	MEADOW GOLD DAIRY	00031	941481	323680	11/26/18	55.20
	MEADOW GOLD DAIRY	00031	941486	323680	11/26/18	41.40
	MEADOW GOLD DAIRY	00031	941488	323680	11/26/18	27.60
	MEADOW GOLD DAIRY	00031	941490	323680	11/26/18	27.60
	MEADOW GOLD DAIRY	00031	941491	323680	11/26/18	94.85
	MEADOW GOLD DAIRY	00031	941492	323680	11/26/18	54.20
	MEADOW GOLD DAIRY	00031	941494	323680	11/26/18	165.60
	MEADOW GOLD DAIRY	00031	941496	323680	11/26/18	165.60
	SYSCO DENVER	00031	941524	323680	11/26/18	3,263.96
	SYSCO DENVER	00031	941526	323680	11/26/18	417.94
	SYSCO DENVER	00031	941527	323680	11/26/18	2,911.68
	SYSCO DENVER	00031	941531	323680	11/26/18	162.20
	SYSCO DENVER	00031	941532	323680	11/26/18	2,579.65
	SYSCO DENVER	00031	941533	323680	11/26/18	962.54
	SYSCO DENVER	00031	941534	323680	11/26/18	53.78
	SYSCO DENVER	00031	941535	323680	11/26/18	59.10
					Account Total	13,629.73
					Department Total	13,629.73

County of Adams
Vendor Payment Report

<u>1079</u>	<u>Human Services Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	STANLEY CONVERGENT SECURITY S	00001	941920	323993	11/29/18	2,512.00
					Account Total	2,512.00
	Maintenance Contracts					
	AAA PEST PROS	00001	941521	323684	11/26/18	125.00
					Account Total	125.00
	Other Repair & Maint					
	PARK 12 HUNDRED OWNERS ASSOCIA	00001	941919	323993	11/29/18	16,671.99
					Account Total	16,671.99
					Department Total	19,308.99

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>
	Building Rental					
	COMMUNITY REACH CENTER FOUNDAT	00031	941648	323880	11/28/18	6,190.04
	WESTMINSTER PRESBYTERIAN CHURC	00031	941649	323880	11/28/18	2,180.32
	WESTMINSTER PUBLIC SCHOOLS	00031	941650	323880	11/28/18	2,812.00
					Account Total	11,182.36
	Consultant Services					
	DENVER CHILDREN'S ADVOCACY CTR	00031	941651	323880	11/28/18	917.56
					Account Total	917.56
	Medical Services					
	COLO OCCUPATIONAL MEDICINE PHY	00031	941647	323880	11/28/18	110.00
					Account Total	110.00
	Other Professional Serv					
	COLO BUREAU OF INVESTIGATION	00031	941646	323880	11/28/18	79.00
					Account Total	79.00
	Telephone					
	CENTURY LINK	00031	941644	323880	11/28/18	101.02
	CENTURY LINK	00031	941645	323880	11/28/18	364.27
	CENTURYLINK	00031	941643	323880	11/28/18	12.86
					Account Total	478.15
					Department Total	12,767.07

County of Adams
Vendor Payment Report

<u>8613</u>	<u>Insurance - UHC EPO Medical</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Administration Fee					
	UNITED HEALTHCARE	00019	941421	323548	11/21/18	205.76
	UNITED HEALTHCARE	00019	941424	323548	11/21/18	154.32
					Account Total	360.08
	Claims					
	UNITED HEALTH CARE INSURANCE C	00019	941375	323534	11/21/18	217,528.70
	UNITED HEALTH CARE INSURANCE C	00019	941655	323891	11/28/18	97,466.68
					Account Total	314,995.38
	Insurance Premiums					
	UNITED HEALTHCARE	00019	941421	323548	11/21/18	238.64
	UNITED HEALTHCARE	00019	941424	323548	11/21/18	178.98
					Account Total	417.62
					Department Total	315,773.08

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>
	Medical Services					
	THRIVE AT HOME NUTRITION LLC	00019	940703	322668	11/09/18	<u>2,370.66</u>
					Account Total	<u>2,370.66</u>
					Department Total	<u><u>2,370.66</u></u>

County of Adams
Vendor Payment Report

<u>19</u>	<u>Insurance Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	COBRA Medical - Kaiser Ins.					
	KAISER PERMANENTE	00019	941422	323548	11/21/18	1,621.01
					Account Total	1,621.01
	Ins. Premium-Vision					
	ADAMS COUNTY RETIREMENT PLAN	00019	941409	323548	11/21/18	4.99
					Account Total	4.99
	Received not Vouchered Clrg					
	COLO FRAME & SUSPENSION	00019	941912	323989	11/29/18	303.20
	COLO FRAME & SUSPENSION	00019	941912	323989	11/29/18	3,417.20
	COLO FRAME & SUSPENSION	00019	941913	323989	11/29/18	1,988.28
					Account Total	5,708.68
	Retiree Med - Kaiser					
	ADAMS COUNTY RETIREMENT PLAN	00019	941409	323548	11/21/18	203.29
	KAISER PERMANENTE	00019	941411	323548	11/21/18	78,618.36
					Account Total	78,821.65
	Retiree Med - Pacificare					
	SECURE HORIZONS	00019	941412	323548	11/21/18	18,022.38
					Account Total	18,022.38
					Department Total	104,178.71

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>
	Administration Fee					
	DELTA DENTAL PLAN OF COLO	00019	941408	323548	11/21/18	11.37
	DELTA DENTAL PLAN OF COLO	00019	941425	323548	11/21/18	7.58
					Account Total	18.95
	Ins Premium Dental-Delta					
	ADAMS COUNTY RETIREMENT PLAN	00019	941409	323548	11/21/18	35.99
	DELTA DENTAL PLAN OF COLO	00019	941418	323548	11/21/18	13,137.95
	DELTA DENTAL PLAN OF COLO	00019	941423	323548	11/21/18	32.33
	DELTA DENTAL PLAN OF COLO	00019	941426	323548	11/21/18	32.33
					Account Total	13,238.60
	Self-Insurance Claims					
	DELTA DENTAL OF COLO	00019	941374	323534	11/21/18	19,664.86
					Account Total	19,664.86
					Department Total	32,922.41

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>
	Administration Fee					
	TRISTAR RISK MANAGEMENT	00019	941305	323427	11/20/18	717.00
	TRISTAR RISK MANAGEMENT	00019	941906	323985	11/29/18	16,697.25
					Account Total	17,414.25
					Department Total	17,414.25

County of Adams
Vendor Payment Report

<u>8615</u>	<u>Insurance- UHC Retiree Medical</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Administration Fee					
	UNITED HEALTHCARE	00019	941410	323548	11/21/18	1,286.00
	UNITED HEALTHCARE	00019	941410	323548	11/21/18	154.32
	UNITED HEALTHCARE	00019	941410	323548	11/21/18	102.88
					Account Total	1,543.20
	AARP RX					
	UNITED HEALTHCARE	00019	941417	323548	11/21/18	16,201.70
					Account Total	16,201.70
	Insurance Premiums					
	UNITED HEALTHCARE	00019	941410	323548	11/21/18	1,491.50
	UNITED HEALTHCARE	00019	941410	323548	11/21/18	178.98
	UNITED HEALTHCARE	00019	941410	323548	11/21/18	119.32
					Account Total	1,789.80
	UHC_MED					
	UNITED HEALTHCARE	00019	941416	323548	11/21/18	33,526.87
					Account Total	33,526.87
					Department Total	53,061.57

County of Adams
Vendor Payment Report

<u>8623</u>	<u>Insurance- Vision</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Ins. Premium-Vision					
	VISION SERVICE PLAN-CONNECTICU	00019	941427	323548	11/21/18	3.81
	VISION SERVICE PLAN-CONNECTICU	00019	941428	323548	11/21/18	3.81
					Account Total	7.62
					Department Total	7.62

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					
	TRISTAR RISK MANAGEMENT	00019	941893	323981	11/29/18	16,697.25
	TRISTAR RISK MANAGEMENT	00019	941905	323985	11/29/18	421.00
					Account Total	17,118.25
	Workers Compensation					
	TRISTAR RISK MANAGEMENT	00019	941652	323891	11/28/18	40,220.91
	TRISTAR RISK MANAGEMENT	00019	941652	323891	11/28/18	176,164.27
					Account Total	216,385.18
					Department Total	233,503.43

County of Adams
Vendor Payment Report

<u>1058</u>	<u>IT Network/Telecom</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Telephone					
	CENTURY LINK	00001	941237	323324	11/19/18	10.22
	TDS TELECOM	00001	941238	323324	11/19/18	847.33
					Account Total	857.55
					Department Total	857.55

County of Adams
Vendor Payment Report

<u>99650</u>	<u>Misc Reimbursable Purchases</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Misc Revenues					
	COLO DEPT OF LABOR & EMPLOYMEN	00035	941629	323868	11/28/18	650.61
	COLO DEPT OF LABOR & EMPLOYMEN	00035	941629	323868	11/28/18	650.61
					Account Total	1,301.22
					Department Total	1,301.22

County of Adams
Vendor Payment Report

<u>9253</u>	<u>Office of Cultural Affairs</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	WHITESTONE CONSTRUCTION SERVIC	00001	941626	323805	11/27/18	2,924.62
					Account Total	2,924.62
					Department Total	2,924.62

County of Adams
Vendor Payment Report

<u>6107</u>	<u>Open Space Projects</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	FERRELLGAS L P	00027	941508	323684	11/26/18	275.45
	FERRELLGAS L P	00027	941509	323684	11/26/18	311.78
	UNITED POWER (UNION REA)	00027	941506	323684	11/26/18	17.48
	UNITED POWER (UNION REA)	00027	941548	323692	11/26/18	35.28
					Account Total	639.99
	Other Professional Serv					
	NASH JOHNSON ASSOCIATES INC	00027	941048	323058	11/15/18	1,950.00
					Account Total	1,950.00
					Department Total	2,589.99

County of Adams
Vendor Payment Report

<u>6202</u>	<u>Open Space Tax- Grants</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grants to Other Instit					
	ROCKY MTN ARSENAL NATL WILDLIF	00028	941299	323417	11/20/18	100,000.00
	THORNTON CITY OF	00028	941300	323417	11/20/18	5,000.00
					Account Total	105,000.00
					Department Total	105,000.00

County of Adams
Vendor Payment Report

<u>1111</u>	<u>Parks Facilities</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	SYSTEMS GROUP	00001	941510	323684	11/26/18	785.00
					Account Total	785.00
	Maintenance Contracts					
	AAA PEST PROS	00001	941521	323684	11/26/18	395.00
					Account Total	395.00
					Department Total	1,180.00

County of Adams
Vendor Payment Report

1015	People & Culture - Admin	Fund	Voucher	Batch No	GL Date	Amount
	Insurance Premiums					
	KAISER PERMANENTE	00001	941414	323548	11/21/18	9,200.00
	SECURE HORIZONS	00001	941413	323548	11/21/18	1,650.00
	UNITED HEALTHCARE	00001	941415	323548	11/21/18	7,650.00
					Account Total	18,500.00
					Department Total	18,500.00

County of Adams
Vendor Payment Report

<u>5011</u>	<u>PKS- Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	UNITED SITE SERVICES	00001	941592	323766	11/27/18	180.00
	UNITED SITE SERVICES	00001	941593	323766	11/27/18	180.00
					Account Total	360.00
					Department Total	360.00

County of Adams
Vendor Payment Report

<u>5010</u>	<u>PKS- Fair & Special Events</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Event Services					
	SHAMROCK FOODS	00001	941054	323058	11/15/18	916.63
					Account Total	916.63
	Fair Expenses-General					
	ADAMS COUNTY 4-H PROGRAMS COMM	00001	941585	323766	11/27/18	9,052.00
	ARMORED KNIGHTS INC	00001	941042	323058	11/15/18	66.37
					Account Total	9,118.37
	Liquor Sales					
	RAMOS DORIS	00001	941052	323058	11/15/18	300.00
					Account Total	300.00
	Regional Park Rentals					
	ADAMS COUNTY DEMOCRATIC PARTY	00001	941041	323058	11/15/18	300.00
	BALL RICHARD	00001	941043	323058	11/15/18	75.00
	BRIGHTON HIGH SCHOOL FOOTBALL	00001	941044	323058	11/15/18	240.00
	CHAVEZ JUANITA	00001	941586	323766	11/27/18	650.00
	EIS SOLUTIONS INC	00001	941046	323058	11/15/18	500.00
	GARCIA DANIAL	00001	941587	323766	11/27/18	650.00
	MEDINA JOSE	00001	941589	323766	11/27/18	400.00
	NAPA AUTO PARTS	00001	941047	323058	11/15/18	75.00
	NELSON PIPELINE CONSTRUCTORS	00001	941049	323058	11/15/18	75.00
	PETERS MELISSA	00001	941590	323766	11/27/18	400.00
	RAMOS DORIS	00001	941051	323058	11/15/18	400.00
	ROCKY MOUNTAIN BORZOI CLUB	00001	941053	323058	11/15/18	75.00
	SANDOVAL GIL	00001	941591	323766	11/27/18	650.00
					Account Total	4,490.00
					Department Total	14,825.00

County of Adams
Vendor Payment Report

<u>5015</u>	<u>PKS- Grounds Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	HYDRO RESOURCES	00001	941588	323766	11/27/18	739.98
					Account Total	739.98
	Water/Sewer/Sanitation					
	CULLIGAN	00001	941045	323058	11/15/18	364.00
					Account Total	364.00
					Department Total	1,103.98

County of Adams
Vendor Payment Report

<u>5016</u>	<u>PKS- Trail Ranger Patrol</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Water/Sewer/Sanitation					
	NORTH WASHINGTON ST WATER & SA	00001	941050	323058	11/15/18	439.43
					Account Total	439.43
					Department Total	439.43

County of Adams
Vendor Payment Report

<u>8624</u>	<u>Retiree-Vision</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Ins. Premium-Vision					
	VISION SERVICE PLAN-CONNECTICU	00019	941420	323548	11/21/18	<u>364.49</u>
					Account Total	<u>364.49</u>
					Department Total	<u><u>364.49</u></u>

County of Adams
Vendor Payment Report

<u>13</u>	<u>Road & Bridge Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	DREXEL BARRELL & CO	00013	941465	323680	11/26/18	1,019.36
	L4 CONSTRUCTION LLC	00013	941662	323895	11/28/18	67,286.50
	ROCKSOL CONSULTING GROUP INC	00013	941501	323680	11/26/18	505.75
					Account Total	68,811.61
	Retainages Payable					
	L4 CONSTRUCTION LLC	00013	941662	323895	11/28/18	3,364.33-
					Account Total	3,364.33-
					Department Total	65,447.28

County of Adams
Vendor Payment Report

94	Sheriff Payables	Fund	Voucher	Batch No	GL Date	Amount
	Brain Trust					
	COLO DEPT OF HUMAN SERVICES	00094	941888	323973	11/29/18	3,315.00
					Account Total	3,315.00
	Family Friendly Fee					
	COLO JUDICIAL DEPT	00094	941890	323973	11/29/18	312.00
					Account Total	312.00
	State Surcharge					
	CLERK OF THE COUNTY COURT	00094	941889	323973	11/29/18	3,070.00
					Account Total	3,070.00
					Department Total	6,697.00

County of Adams
Vendor Payment Report

<u>7</u>	<u>Stormwater Utility Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	URBAN DRAINAGE & FLOOD	00007	941551	323705	11/26/18	15,000.00
					Account Total	15,000.00
					Department Total	15,000.00

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>
	Public Relations					
	BRIGHTON CHAMBER OF COMMERCE	00001	941397	323542	11/21/18	600.00
					Account Total	600.00
					Department Total	600.00

County of Adams
Vendor Payment Report

<u>2016</u>	<u>SHF- Detective Division</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00001	941404	323542	11/21/18	1,382.14
					Account Total	1,382.14
					Department Total	1,382.14

County of Adams
Vendor Payment Report

<u>2071</u>	<u>SHF- Detention Facility</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Business Meetings					
	SUMMIT FOOD SERVICE LLC	00001	941401	323542	11/21/18	1,421.63
					Account Total	1,421.63
	Education & Training					
	NORTHWESTERN UNIVERSITY	00001	941400	323542	11/21/18	1,000.00
					Account Total	1,000.00
	Operating Supplies					
	ADAMS COUNTY DETENTION FACILIT	00001	941396	323542	11/21/18	170.00
	SUMMIT FOOD SERVICE LLC	00001	941402	323542	11/21/18	154.96
	SUMMIT FOOD SERVICE LLC	00001	941403	323542	11/21/18	78.31
					Account Total	403.27
					Department Total	2,824.90

County of Adams
Vendor Payment Report

<u>2017</u>	<u>SHF- Patrol Division</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Membership Dues					
	EDEN K9 CONSULTING AND TRAININ	00001	941398	323542	11/21/18	357.75
					Account Total	357.75
					Department Total	357.75

County of Adams
Vendor Payment Report

<u>2018</u>	<u>SHF- Records/Warrants Section</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Extraditions					
	WORLD CONNECTIONS TRAVEL	00001	941405	323542	11/21/18	1,996.00
	WORLD CONNECTIONS TRAVEL	00001	941406	323542	11/21/18	2,166.00
	WORLD CONNECTIONS TRAVEL	00001	941407	323542	11/21/18	2,814.00
					Account Total	6,976.00
					Department Total	6,976.00

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>
	Other Professional Serv					
	NORTHGLENN AMBULANCE	00001	941399	323542	11/21/18	531.30
					Account Total	531.30
					Department Total	531.30

County of Adams
Vendor Payment Report

<u>3056</u>	<u>Transportation CIP</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Land					
	RIOJAS LORI	00013	941355	323527	11/21/18	870.00
	VALDOVINOS GLADYS N	00013	941356	323527	11/21/18	785.00
					Account Total	1,655.00
					Department Total	1,655.00

County of Adams
Vendor Payment Report

<u>97800</u>	<u>Wagner-Peyser</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00035	941642	323870	11/28/18	40.01
					Account Total	40.01
					Department Total	40.01

County of Adams
Vendor Payment Report

<u>97803</u>	<u>Wagner-Peyser Migrant Seasonal</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00035	941642	323870	11/28/18	105.24
					Account Total	105.24
					Department Total	105.24

County of Adams
Vendor Payment Report

<u>99806</u>	<u>WIOA & Wag/Pey Shared Prog Cst</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00035	941642	323870	11/28/18	52.62
					Account Total	52.62
					Department Total	52.62

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					
	ANDRADE DELILA	00035	941631	323870	11/28/18	20.00
	BADILLO ROBERTO	00035	941632	323870	11/28/18	80.00
	BECK JACOB	00035	941633	323870	11/28/18	80.00
	DAVIS BRUNDE U	00035	941634	323870	11/28/18	80.00
	DUPREE BROOKELYN	00035	941635	323870	11/28/18	80.00
	GONZALES GABRIELLE A	00035	941636	323870	11/28/18	80.00
	PENA-GUTIERREZ SAUL	00035	941638	323870	11/28/18	20.00
	SANCHEZ STORMY	00035	941639	323870	11/28/18	40.00
	SCHETTENLOHER-BRENT SIERRA	00035	941640	323870	11/28/18	20.00
	ZAMORA CASTILLO MARIA	00035	941641	323870	11/28/18	40.00
					Account Total	540.00
					Department Total	540.00

County of Adams
Vendor Payment Report

<u>97400</u>	<u>WIOA YOUTH YOUNGER</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Supp Svcs-Uniforms/Tools					
	JOSTENS ROCKY MTN RECOGNITION	00035	941637	323870	11/28/18	32.50
					Account Total	32.50
					Department Total	32.50

County of Adams
Vendor Payment Report

<u>99807</u>	<u>Youth Shared Prgrm Direct Cost</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00035	941642	323870	11/28/18	315.72
					Account Total	315.72
					Department Total	315.72

County of Adams
Vendor Payment Report

Grand Total 2,371,492.40

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>
00005027	37193	CINA & CINA FORENSIC CONSULTIN	11/26/18	112.50
00005028	378405	FRANK MEREDITH ANN	11/26/18	1,025.00
00005032	93290	STOEFLER REBECCA E	11/28/18	1,134.00
00005038	780342	JOHNSON CONTROLS FIRE PROTECTI	11/30/18	950.00
00731558	14214	ADAMS COUNTY DEMOCRATIC PARTY	11/26/18	300.00
00731559	322973	ARMORED KNIGHTS INC	11/26/18	2,102.89
00731560	775368	BALL RICHARD	11/26/18	75.00
00731561	556403	BRIGHTON HIGH SCHOOL FOOTBALL	11/26/18	240.00
00731562	37266	CENTURY LINK	11/26/18	10.22
00731565	720543	COATINGS INC	11/26/18	22,260.60
00731566	99357	COLO MEDICAL WASTE INC	11/26/18	1,461.00
00731567	105110	CULLIGAN	11/26/18	364.00
00731569	773263	EIS SOLUTIONS INC	11/26/18	500.00
00731570	35867	ELDORADO ARTESIAN SPRINGS INC	11/26/18	88.73
00731571	47723	FEDEX	11/26/18	172.03
00731572	774916	JOHNS HOPKINS UNIVERSITY	11/26/18	1,200.00
00731574	42431	MOUNTAIN STATES IMAGING LLC	11/26/18	1,082.32
00731575	2057	NAPA AUTO PARTS	11/26/18	75.00
00731577	51701	NELSON PIPELINE CONSTRUCTORS	11/26/18	75.00
00731578	124449	NMS LABS	11/26/18	10,593.50
00731579	13778	NORTH WASHINGTON ST WATER & SA	11/26/18	439.43
00731580	773262	RAMOS DORIS	11/26/18	700.00
00731583	775377	ROCKY MOUNTAIN BORZOI CLUB	11/26/18	75.00
00731584	669061	SCL HEALTH	11/26/18	308.10
00731585	1763	SHAMROCK FOODS	11/26/18	916.63
00731586	13538	SHRED IT USA LLC	11/26/18	111.46
00731587	51001	SOUTHLAND MEDICAL LLC	11/26/18	960.00
00731590	66264	SYSTEMS GROUP	11/26/18	600.00
00731591	13951	TDS TELECOM	11/26/18	847.33
00731594	72554	AAA PEST PROS	11/27/18	2,040.00
00731595	725672	ALL PRO CEMENT INC	11/27/18	4,950.00
00731597	13160	BRIGHTON CITY OF (WATER)	11/27/18	3,416.83
00731599	63476	COLO CARPET CENTER INC	11/27/18	4,464.00
00731600	13267	COLO DEPT OF PUBLIC HEALTH & E	11/27/18	94.00
00731601	13267	COLO DEPT OF PUBLIC HEALTH & E	11/27/18	235.00
00731602	776350	DENVER CONCRETE COMPANY INC	11/27/18	2,700.00

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>
00731603	761168	FERRELLGAS L P	11/27/18	587.23
00731604	34197	GOURD THADDEUS	11/27/18	399.49
00731605	258970	HAMMOND ERIC	11/27/18	49.92
00731606	33278	HURDELBRINK JULIA	11/27/18	317.19
00731607	418327	IC CHAMBERS LP	11/27/18	6,586.82
00731608	13565	INTERMOUNTAIN REA	11/27/18	1,757.52
00731609	13565	INTERMOUNTAIN REA	11/27/18	192.45
00731610	678026	JUAREZ SANCHEZ DIANA	11/27/18	196.31
00731611	536256	KIMMEL KENZIE NICOLE	11/27/18	193.48
00731612	443757	NRG DGPV FUND 1 LLC	11/27/18	444.58
00731613	443757	NRG DGPV FUND 1 LLC	11/27/18	87.28
00731614	443757	NRG DGPV FUND 1 LLC	11/27/18	502.45
00731615	430098	REPUBLIC SERVICES #535	11/27/18	334.45
00731617	13932	SOUTH ADAMS WATER & SANITATION	11/27/18	446.13
00731618	227044	SOUTHWESTERN PAINTING	11/27/18	1,865.00
00731619	227044	SOUTHWESTERN PAINTING	11/27/18	11,903.00
00731620	227044	SOUTHWESTERN PAINTING	11/27/18	11,903.00
00731621	227044	SOUTHWESTERN PAINTING	11/27/18	3,600.00
00731622	227044	SOUTHWESTERN PAINTING	11/27/18	5,451.00
00731623	293662	SUMMIT LABORATORIES INC	11/27/18	410.00
00731624	66264	SYSTEMS GROUP	11/27/18	955.00
00731626	1007	UNITED POWER (UNION REA)	11/27/18	2,373.82
00731627	1007	UNITED POWER (UNION REA)	11/27/18	22,666.00
00731628	1007	UNITED POWER (UNION REA)	11/27/18	2,915.00
00731629	1007	UNITED POWER (UNION REA)	11/27/18	4,318.12
00731630	1007	UNITED POWER (UNION REA)	11/27/18	17.48
00731631	1007	UNITED POWER (UNION REA)	11/27/18	35.28
00731632	544338	WESTAR REAL PROPERTY SERVICES	11/27/18	14,706.36
00731633	13822	XCEL ENERGY	11/27/18	1,102.21
00731640	13593	KAISER PERMANENTE	11/27/18	9,200.00
00731643	46792	SECURE HORIZONS	11/27/18	1,650.00
00731645	240959	UNITED HEALTHCARE	11/27/18	7,650.00
00731655	383698	ALLIED UNIVERSAL SECURITY SERV	11/28/18	1,686.23
00731656	498573	ARBORFORCE LLC	11/28/18	6,700.00
00731657	322973	ARMORED KNIGHTS INC	11/28/18	2,036.52
00731658	255194	CHAMBERS HOLDINGS LLC	11/28/18	14,731.55

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>
00731663	13538	SHRED IT USA LLC	11/28/18	30.00
00731664	712817	WHITESTONE CONSTRUCTION SERVIC	11/28/18	2,924.62
00731665	30273	ADAMS COUNTY DETENTION FACILIT	11/29/18	170.00
00731666	93203	ADAMS COUNTY EDUCATION CONSORT	11/29/18	524,008.00
00731667	5513	ADAMS COUNTY 4-H PROGRAMS COMM	11/29/18	9,052.00
00731668	433987	ADCO DISTRICT ATTORNEY'S OFFIC	11/29/18	802.58
00731669	630412	ADVANCED LAUNDRY SYSTEMS	11/29/18	258.75
00731671	491318	AMERICAN EAGLE DISTRIBUTING	11/29/18	1,734.54
00731672	7998	BRIGHTON CHAMBER OF COMMERCE	11/29/18	600.00
00731673	783033	CHAVEZ JUANITA	11/29/18	650.00
00731674	9902	CHEMATOX LABORATORY INC	11/29/18	771.00
00731677	5050	COLO DIST ATTORNEY COUNCIL	11/29/18	71.00
00731680	13049	COMMUNITY REACH CENTER	11/29/18	52,773.08
00731681	564091	DENTONS US LLP	11/29/18	2,450.85
00731682	777379	EDEN K9 CONSULTING AND TRAININ	11/29/18	357.75
00731683	783031	GARCIA DANIEL	11/29/18	650.00
00731684	626700	GLADER JONATHAN D	11/29/18	41.44
00731685	727893	HCL ENGINEERING & SURVEYING LL	11/29/18	462.50
00731686	725561	HERNANDEZ TIFFANI	11/29/18	34.44
00731687	59100	HYDRO RESOURCES	11/29/18	739.98
00731688	783029	MEDINA JOSE	11/29/18	400.00
00731689	13720	MOTOROLA INC	11/29/18	9,739.20
00731690	13422	NORTHGLENN AMBULANCE	11/29/18	531.30
00731691	4529	NORTHWESTERN UNIVERSITY	11/29/18	1,000.00
00731692	783030	PETERS MELISSA	11/29/18	400.00
00731693	176327	PITNEY BOWES	11/29/18	1,239.21
00731694	3569	ROCKY MTN CONVEYOR & EQUIPT	11/29/18	214.50
00731695	5637	ROCKY MTN MICROFILM & IMAGING	11/29/18	12,290.00
00731696	783032	SANDOVAL GIL	11/29/18	650.00
00731697	599714	SUMMIT FOOD SERVICE LLC	11/29/18	53,373.84
00731698	45714	TENNANT SALES & SERVICE	11/29/18	222.00
00731699	666214	TYGRET DEBRA R	11/29/18	368.00
00731700	178245	UMB BANK NA	11/29/18	1,041.67
00731701	300982	UNITED SITE SERVICES	11/29/18	360.00
00731702	28617	VERIZON WIRELESS	11/29/18	1,382.14
00731703	712817	WHITESTONE CONSTRUCTION SERVIC	11/29/18	148,381.76

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>
00731704	7117	WORLD CONNECTION TRAVEL	11/29/18	6,976.00
00731718	564091	DENTONS US LLP	11/30/18	10,500.00
00731721	13409	EASTERN DISPOSE ALL	11/30/18	163.00
00731722	13454	FEDERAL EXPRESS CO	11/30/18	219.27
00731723	237708	GABRIEL, ROEDER, SMITH & COMPA	11/30/18	2,000.00
00731725	562001	G2 CONSTRUCTION LLC	11/30/18	26,900.00
00731726	687074	HIE CONSULTING ENGINEERS	11/30/18	5,900.00
00731728	62528	JEFFERSON COUNTY SHERIFF'S CIV	11/30/18	53.00
00731730	218554	LESLIE BRIAN	11/30/18	1,350.00
00731731	4863	METROWEST NEWSPAPERS	11/30/18	411.08
00731732	516994	PARK 12 HUNDRED OWNERS ASSOCIA	11/30/18	16,671.99
00731736	426427	STAMP ROBERT	11/30/18	1,500.00
00731737	25335	STANLEY CONVERGENT SECURITY S	11/30/18	2,512.00
00731738	293662	SUMMIT LABORATORIES INC	11/30/18	480.00
00731739	52553	SWEEPSTAKES UNLIMITED	11/30/18	30.00
00731740	66264	SYSTEMS GROUP	11/30/18	300.00
00731741	55012	THERMAL EQUIPMENT SALES INC	11/30/18	7,224.00
00731742	42984	TIME TO CHANGE	11/30/18	31,358.00
00731746	712817	WHITESTONE CONSTRUCTION SERVIC	11/30/18	50,682.50
00731748	74734	VENTURE TECHNOLOGIES	11/30/18	7,787.45
00731749	74734	VENTURE TECHNOLOGIES	11/30/18	7,787.45
Fund Total				1,217,632.33

County of Adams
Net Warrants by Fund Detail

<u>4</u>		<u>Capital Facilities Fund</u>			
<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>	
00731588	25335	STANLEY CONVERGENT SECURITY S	11/26/18	14,815.00	
00731661	664027	RDG PLANNING AND DESIGN	11/28/18	60,000.00	
			Fund Total	74,815.00	

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>	
00005034	6177	PROFESSIONAL RECREATION MGMT I	11/29/18	1,412.84	
00731557	753996	ACFLAG AND BANNER INC	11/26/18	20,065.00	
			Fund Total	21,477.84	

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>
00731593	350373	WEX BANK	11/26/18	1,475.00
00731652	11657	A & E TIRE INC	11/28/18	3,162.43
00731653	295403	ABRA AUTO BODY & GLASS	11/28/18	35.00
00731660	324769	PRECISE MRM LLC	11/28/18	5,304.00
00731662	16237	SAM HILL OIL INC	11/28/18	11,841.20
00731705	295403	ABRA AUTO BODY & GLASS	11/30/18	35.00
00731706	23962	ACS MANAGEMENT LLC	11/30/18	62.56
00731727	491796	HRT ENTERPRISES LLC	11/30/18	65.00
Fund Total				21,980.19

County of Adams
Net Warrants by Fund Detail

<u>7</u>		<u>Stormwater Utility Fund</u>			
<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>	
00005030	1023	URBAN DRAINAGE & FLOOD	11/27/18	15,000.00	
Fund Total				15,000.00	

County of Adams
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>
00731568	128693	DREXEL BARRELL & CO	11/26/18	1,019.36
00731581	778144	RIOJAS LORI	11/26/18	870.00
00731582	147080	ROCKSOL CONSULTING GROUP INC	11/26/18	505.75
00731592	777479	VALDOVINOS GLADYS N	11/26/18	785.00
00731659	99603	L4 CONSTRUCTION LLC	11/28/18	63,922.17
Fund Total				67,102.28

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>
00005025	423439	DELTA DENTAL OF COLO	11/26/18	19,664.86
00005026	37223	UNITED HEALTH CARE INSURANCE C	11/26/18	217,528.70
00005029	773185	THRIVE AT HOME NUTRITION LLC	11/27/18	2,370.66
00005036	523053	TRISTAR RISK MANAGEMENT	11/29/18	217,102.18
00005037	37223	UNITED HEALTH CARE INSURANCE C	11/29/18	97,466.68
00005039	523053	TRISTAR RISK MANAGEMENT	11/30/18	33,815.50
00731634	13052	ADAMS COUNTY RETIREMENT PLAN	11/27/18	244.27
00731635	13663	DELTA DENTAL PLAN OF COLO	11/27/18	11.37
00731636	13663	DELTA DENTAL PLAN OF COLO	11/27/18	13,137.95
00731637	13663	DELTA DENTAL PLAN OF COLO	11/27/18	32.33
00731638	13663	DELTA DENTAL PLAN OF COLO	11/27/18	7.58
00731639	13663	DELTA DENTAL PLAN OF COLO	11/27/18	32.33
00731641	13593	KAISER PERMANENTE	11/27/18	78,618.36
00731642	13593	KAISER PERMANENTE	11/27/18	1,621.01
00731644	46792	SECURE HORIZONS	11/27/18	18,022.38
00731646	37507	UNITED HEALTHCARE	11/27/18	4,110.70
00731647	240958	UNITED HEALTHCARE	11/27/18	16,201.70
00731648	240959	UNITED HEALTHCARE	11/27/18	33,526.87
00731649	11552	VISION SERVICE PLAN-CONNECTICU	11/27/18	364.49
00731650	11552	VISION SERVICE PLAN-CONNECTICU	11/27/18	3.81
00731651	11552	VISION SERVICE PLAN-CONNECTICU	11/27/18	3.81
00731678	17565	COLO FRAME & SUSPENSION	11/29/18	5,708.68
Fund Total				759,596.22

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>
00731576	78366	NASH JOHNSON ASSOCIATES INC	11/26/18	1,950.00
Fund Total				1,950.00

County of Adams
Net Warrants by Fund Detail

28 Open Space Sales Tax Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00731616	516922	ROCKY MTN ARSENAL NATL WILDLIF	11/27/18	100,000.00
00731625	37327	THORNTON CITY OF	11/27/18	5,000.00
Fund Total				105,000.00

County of Adams
Net Warrants by Fund Detail

<u>30</u>		<u>Community Dev Block Grant Fund</u>			
<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>	
00005035	29064	TIERRA ROJO CONSTRUCTION	11/29/18	13,950.00	
00731670	497263	AFFORDABLE REMODELING SOLUTION	11/29/18	8,479.00	
			Fund Total	22,429.00	

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>
00731563	327914	CESCO LINGUISTIC SERVICE INC	11/26/18	158.63
00731564	166025	CHILDRENS HOSPITAL	11/26/18	1,890.00
00731573	79121	MEADOW GOLD DAIRY	11/26/18	1,170.25
00731589	13770	SYSCO DENVER	11/26/18	10,410.85
00731710	37266	CENTURY LINK	11/30/18	101.02
00731711	37266	CENTURY LINK	11/30/18	364.27
00731712	152461	CENTURYLINK	11/30/18	12.86
00731713	33480	COLO BUREAU OF INVESTIGATION	11/30/18	79.00
00731715	2157	COLO OCCUPATIONAL MEDICINE PHY	11/30/18	110.00
00731716	248029	COMMUNITY REACH CENTER FOUNDAT	11/30/18	6,190.04
00731719	45567	DENVER CHILDREN'S ADVOCACY CTR	11/30/18	917.56
00731744	31360	WESTMINSTER PRESBYTERIAN CHURC	11/30/18	2,180.32
00731745	59983	WESTMINSTER PUBLIC SCHOOLS	11/30/18	2,812.00
Fund Total				26,396.80

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>
00731707	775396	ANDRADE DELILA	11/30/18	20.00
00731708	776688	BADILLO ROBERTO	11/30/18	80.00
00731709	775397	BECK JACOB	11/30/18	80.00
00731714	64397	COLO DEPT OF LABOR & EMPLOYMEN	11/30/18	1,301.22
00731717	783505	DAVIS BRUNDE U	11/30/18	80.00
00731720	736826	DUPREE BROOKELYNN	11/30/18	80.00
00731724	783035	GONZALES GABRIELLE A	11/30/18	80.00
00731729	238124	JOSTENS ROCKY MTN RECOGNITION	11/30/18	32.50
00731733	584504	PENA-GUTIERREZ SAUL	11/30/18	20.00
00731734	725412	SANCHEZ STORMY	11/30/18	40.00
00731735	703193	SCHETTENLOHER-BRENT SIERRA	11/30/18	20.00
00731743	8076	VERIZON WIRELESS	11/30/18	513.59
00731747	783504	ZAMORA CASTILLO MARIA	11/30/18	40.00
Fund Total				2,387.31

County of Adams
Net Warrants by Fund Detail

43	Front Range Airport				
	Warrant	Supplier No	Supplier Name	Warrant Date	Amount
	00005031	709816	CITY SERVICEVALCON LLC	11/28/18	20,198.71
	00005033	80249	OFFEN PETROLEUM INC	11/29/18	1,359.72
	00731654	88281	ALBERTS WATER & WASTEWATER SER	11/28/18	3,000.00
	Fund Total				24,558.43

County of Adams
Net Warrants by Fund Detail

<u>50</u>		<u>FLATROCK Facility Fund</u>			
<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>	
00731596	725672	ALL PRO CEMENT INC	11/27/18	2,400.00	
00731598	754004	CLEAN CUT LAWN SERVICE INC	11/27/18	2,070.00	
			Fund Total	<hr/> 4,470.00	

County of Adams
Net Warrants by Fund Detail

94		Sheriff Payables			
<u>Warrant</u>		<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00731675		95935	CLERK OF THE COUNTY COURT	11/29/18	3,070.00
00731676		92474	COLO DEPT OF HUMAN SERVICES	11/29/18	3,315.00
00731679		44915	COLO JUDICIAL DEPT	11/29/18	312.00
Fund Total					6,697.00

County of Adams
Net Warrants by Fund Detail

Grand Total 2,371,492.40

County of Adams
Net Warrant by Fund Summary

Fund Number	Fund Description	Amount
1	General Fund	1,217,632.33
4	Capital Facilities Fund	74,815.00
5	Golf Course Enterprise Fund	21,477.84
6	Equipment Service Fund	21,980.19
7	Stormwater Utility Fund	15,000.00
13	Road & Bridge Fund	67,102.28
19	Insurance Fund	759,596.22
27	Open Space Projects Fund	1,950.00
28	Open Space Sales Tax Fund	105,000.00
30	Community Dev Block Grant Fund	22,429.00
31	Head Start Fund	26,396.80
35	Workforce & Business Center	2,387.31
43	Front Range Airport	24,558.43
50	FLATROCK Facility Fund	4,470.00
94	Sheriff Payables	6,697.00
		<u>2,371,492.40</u>

MINUTES OF COMMISSIONERS' PROCEEDINGS FOR
TUESDAY, DECEMBER 4, 2018

1. ROLL CALL (09:26 AM)
Present: All Commissioners present.
2. PLEDGE OF ALLEGIANCE (09:26 AM)
3. MOTION TO APPROVE AGENDA (09:26 AM)
Motion to Approve 3. MOTION TO APPROVE AGENDA Moved by Eva Henry, seconded by Chaz Tedesco, unanimously carried.
4. AWARDS AND PRESENTATIONS (09:27 AM)
A. 18-967 GFOA Distinguished Budget Award Presentation (09:27 AM)
5. PUBLIC COMMENT (09:32 AM)
A. Citizen Communication (09:33 AM)

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

- B. Elected Officials' Communication (09:33 AM)
6. CONSENT CALENDAR (09:34 AM)
 - A. 18-1035 List of Expenditures Under the Dates of November 12-16, 2018
 - B. 18-1040 Minutes of the Commissioners' Proceedings from November 20, 2018
 - C. 18-1016 Resolution Approving Right-of-Way Agreement between Adams County and D & D Investments, LLC, for Property Necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project (File approved by ELT)
 - D. 18-1017 Resolution Approving Right-of-Way Agreement between Adams County and Leopoldo Cano Vazquez, for Property Necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project (File approved by ELT)
 - E. 18-1018 Resolution Approving Right-of-Way Agreement between Adams County and Maria G. Rubalcava, for Property Necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project (File approved by ELT)
 - F. 18-1019 Resolution Approving Right-of-Way Agreement between Adams County and Joel Meier, for Property Necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project (File approved by ELT)
 - G. 18-1020 Resolution Approving Right-of-Way Agreement between Adams County and Samuel Cabral, for Property Necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project (File approved by ELT)
 - H. 18-1021 Resolution Approving Right-of-Way Agreement between Adams County and Roberto C. Torres, for Property Necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project (File approved by ELT)
 - I. 18-1023 Resolution Setting the Service Plan Hearing Date for Pomponio Terrace Metropolitan District Service Plan Amendment (PLN2018-00025) (File approved by ELT)

- J. 18-1027 Resolution Approving Right-of-Way Agreement between Adams County and Karen D. Coe, Personal Representative of the Estate of Alma V. Bannon, for Property Necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project (File approved by ELT)
- K. 18-1028 Resolution Approving Abatement Petitions and Authorizing the Refund of Taxes for Account Numbers P0029127, P0028280, P0035586, P0035593 and R0002852 (File approved by ELT)
- L. 18-1031 Resolution Approving Right-of-Way Agreement between Adams County and Patricio Rosales Revolorio, for Property Necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project (File approved by ELT)
- M. 18-1032 Resolution Approving Right-of-Way Agreement between Adams County and Jose A. Huerta and Benjamin Chavero, for Property Necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project (File approved by ELT)
- N. 18-1039 Resolution Approving Map of South Platte Crossing a Condominium Community, Declaration of Condominium for South Platte Crossing; and, Special Warranty Deed, Bill of Sale, Right of First Refusal Agreement, and Parking and Access Easement Agreement between Adams Tower NP Center LLC and Adams County (File approved by ELT)
- O. 18-1048 Resolution Approving Contract to Buy and Sell Real Estate between Adams County and Kenneth M. Marrone and Stanley J. Marrone (File approved by ELT)
- P. 18-1051 Resolution Approving Right-of-Way Agreement between Adams County and Waldo H. Aguilar and Aurora T. Aguilar, for Property Necessary for the 2018 Miscellaneous Concrete and ADA Ramps (File approved by ELT)
- Q. 18-1052 Resolution Approving Right-of-Way Agreement between Adams County and Windom Peak Apartments 2, LLC, for Property Necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project (File approved by ELT)
- R. 18-1053 Resolution Approving Right-of-Way Agreement between Adams County and Joseph R. Florez and Virginia M. Florez, for Property Necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project (File approved by ELT)

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

7. NEW BUSINESS (09:34 AM)

A. COUNTY MANAGER (09:34 AM)

- 1. 18-1098 First Reading of 2019 Adams County Proposed Budget (File approved by ELT) (09:34 AM)
- 2. 18-1026 Resolution Approving the List of Pre-Qualified Contractors for the Construction Manager/General Contractor Services for the Sheriff's Office Old Shooting Range Remediation Project (File approved by ELT) (09:42 AM)
Motion to Approve 2. 18-1026 Resolution Approving the List of Pre-Qualified Contractors for the Construction Manager/General Contractor Services for the Sheriff's Office Old Shooting Range Remediation Project (File approved by ELT) Moved by Chaz Tedesco, seconded by Steve O'Dorisio, unanimously carried.
- 3. 18-1029 Resolution Approving a Purchase Order to Saba Software, Inc., (Formerly Halogen Software, Inc.) for the Employee Performance Management Software System (File approved by ELT) (09:44 AM)
Motion to Approve 3. 18-1029 Resolution Approving a Purchase Order to Saba Software, Inc., (Formerly Halogen Software, Inc.) for the Employee Performance Management Software System (File approved by ELT) Moved by Steve O'Dorisio, seconded by Eva Henry, unanimously carried.
- 4. 18-1030 Resolution Approving a Purchase Order for the Renewal of Licenses and Maintenance from Oracle America, Inc., for the JD Edwards Software System (File approved by ELT) (09:46 AM)

Motion to Approve 4. 18-1030 Resolution Approving a Purchase Order for the Renewal of Licenses and Maintenance from Oracle America, Inc., for the JD Edwards Software System

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

5. 18-1033 Resolution Approving an Agreement between Adams County and D2C Architects for Architecture and Engineering Services for the Leader Blade Station and Strasburg Wash Bay (File approved by ELT) (09:47 AM)

Motion to Approve 5. 18-1033 Resolution Approving an Agreement between Adams County and D2C Architects for Architecture and Engineering Services for the Leader Blade Station and Strasburg Wash Bay

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

6. 18-1036 Resolution Approving Amendment One to the Agreement between Adams County and Schultz Public Affairs, for State Lobbying and Advisory Services (File approved by ELT) (09:48 AM)

Motion to Approve 6. 18-1036 Resolution Approving Amendment One to the Agreement between Adams County and Schultz Public Affairs, for State Lobbying and Advisory Services

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

7. 18-1047 Resolution Approving Amendment One between Adams County and Community Reach Center for Comprehensive Inmate Mental Health Services at the Adams County Detention Facility (File approved by ELT) (09:50 AM)

Motion to Approve 7. 18-1047 Resolution Approving Amendment One between Adams County and Community Reach Center for Comprehensive Inmate Mental Health Services at the Adams County Detention Facility

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

8. 18-1055 Resolution Approving a Purchase Order to Automated Building Solutions Inc., for the Heating, Ventilation and Air Conditioning (HVAC) Upgrade Project (File approved by ELT) (09:52 AM)

Motion to Approve 8. 18-1055 Resolution Approving a Purchase Order to Automated Building Solutions Inc., for the Heating, Ventilation and Air Conditioning (HVAC) Upgrade Project

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

9. 18-1034 Resolution Approving Amendment Five to the Agreement between Adams County and CareHere Management, PLLC, for Employee Healthcare Services and Propel Wellness Software System (File approved by ELT) (09:55 AM)

Motion to Approve 9. 18-1034 Resolution Approving Amendment Five to the Agreement between Adams County and CareHere Management, PLLC, for Employee Healthcare Services and Propel Wellness Software System

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

B. COUNTY ATTORNEY (09:56 AM)

1. 18-1045 Second Reading and Adoption of Ordinance No. 4: An Ordinance Repealing the 2012 Edition of the International Fire Code and Adopting the 2018 Edition of the International Fire Code with Amendments Thereto (File approved by ELT) (09:56 AM)

Motion to Approve with amendments 1. 18-1045 Second Reading and Adoption of Ordinance No. 4: An Ordinance Repealing the 2012 Edition of the International Fire Code and Adopting the 2018 Edition of the International Fire Code with Amendments Thereto

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

2. 18-1046 Second Reading and Adoption of Ordinance No. 12: An Ordinance Repealing the 2012 Edition of the International Building Codes and Repealing the 2014 Edition of the National Electrical Code and Adopting the 2018 Edition of the International Building Codes and the 2017 Edition of the National Electrical Code with Amendments Thereto (File approved by ELT)

Motion to Approve with amendments 2. 18-1046 Second Reading and Adoption of Ordinance No. 12: An Ordinance Repealing the 2012 Edition of the International Building Codes and Repealing the 2014 Edition of the National Electrical Code and Adopting the 2018 Edition of the International Building Codes and the 2017 Edition of the National Electrical Code with Amendments Thereto

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

8. Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(a) and (b) for the Purpose of Discussing Potential Purchase of Property and Receiving Legal Advice (10:53 AM)
Motion to Approve 8. Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(a) and (b) for the Purpose of Discussing Potential Purchase of Property and Receiving Legal Advice Moved by Eva Henry, seconded by Erik Hansen, unanimously carried.

9. LAND USE HEARINGS (10:54 AM)

A. Cases to be Heard (10:54 AM)

1. 18-1024 PRC2018-00005 Shook FDP Amendment and Replat (File approved by ELT) (10:54 AM)

Motion to Approve 1. 18-1024 PRC2018-00005 Shook FDP Amendment and Replat (File approved by ELT) Moved by Steve O'Dorisio, seconded by Chaz Tedesco, unanimously carried.

10. ADJOURNMENT (11:46 AM)

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 11, 2018
SUBJECT: Designation of Official County Newspaper
FROM: Jennifer Stanley
AGENCY/DEPARTMENT: County Attorney
HEARD AT STUDY SESSION ON N/A
AUTHORIZATION TO MOVE FORWARD: YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Designate the Northglenn-Thornton Sentinel as the Official County Newspaper

BACKGROUND:

Under Colorado law, certain legal notices, (such as sales tax resolutions and delinquent property tax notices), are required to be published in the official county newspaper. The purchasing department conducted a formal RFP for the printing of legal notices. One company, Colorado Community Media, responded. Colorado Community Media offered to publish Adams County legal notices in both the Northglenn-Thornton Sentinel and the Westminster Window at a rate that is below the statutory legal publication rate. The cost of the contract is expected to be below \$100,000 per year, therefore it will be sent to the County Manager for approval. Based on the response to the RFP, the County Attorney's Office is recommending that the BoCC designate the Northglenn-Thornton Sentinel as the official county paper for use when state law requires publication in such paper, while still allowing other county notices to be published in other newspapers when appropriate or required.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Purchasing Department
County Attorney's Office

ATTACHED DOCUMENTS:

Resolution Designating the Official County Newspaper

FISCAL IMPACT:

Please check if there is no fiscal impact X. 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 DESIGNATING THE NORTHGLENN-THORNTON SENTINEL AS THE
OFFICIAL COUNTY NEWSPAPER

WHEREAS, under the laws of the State of Colorado there are certain legal notices that are required to be published in an official county newspaper; and,

WHEREAS, Adams County recently conducted a formal Request for Proposal (RFP) for printing of legal notices for the Board of County Commissioners (BoCC); and,

WHEREAS, based on the response received to the RFP, the BoCC intends to designate the Northglenn-Thornton Sentinel as the official county newspaper for legal notices that are required to be published in such newspaper.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Northglenn-Thornton Sentinel is hereby designated as the official county newspaper for any publications that are required to be published in such paper.

BE IT FURTHER RESOLVED, that Adams County departments and offices may publish official county notices in the official county newspaper or in any other newspaper of general circulation as may be required or appropriate for the underlying issue.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: 12/11/18
SUBJECT: 2019 Agreement with The Link
FROM: Mark Kluth
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 2019 agreement for the provision and funding of Juvenile Assessment Services by The Link.

BACKGROUND:

The attached IGA is to provide funding for Juvenile Assessment Services in 2019.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

ATTACHED DOCUMENTS:

Resolution, IGA

FISCAL IMPACT:

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

Fund: 1 – General**Cost Center:** 2017

	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		117,809
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			117,809

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 2019 INTERGOVERNMENTAL AGREEMENT FOR
THE PROVISION AND FUNDING OF JUVENILE ASSESSMENT SERVICES BY THE
LINK

Resolution 2018-

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

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

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that the 2019 Intergovernmental Agreement for the Provision and Funding of Juvenile Assessment Services by The Link, 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.



A Community Assessment
& Resource Center

Located at The Sanctuary
8461 Delaware St
Thornton, CO 80260
Office: 720.292.2811
Fax: 720.292.2812

October 26th, 2018

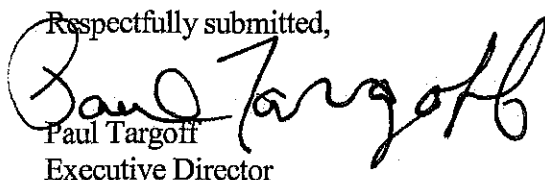
RE: 2019 IGA Contract

Dear IGA partners,

Attached is the 2019 IGA ready for signatures from your municipality or county representatives. For 2019, there has been no increase to each municipalities IGA contribution. Please follow your process to secure the signature page for your respective agency and return to the Office Manager, Cinthia Galaviz, at the address listed above no later than December 31st, 2018. Once The Link has received each participating municipalities signatory pages from the respective agencies, The Link will send a fully executed copy to all agencies with 8 signatory pages.

We are most grateful for your continuing support. Please feel free to contact The Link with any questions you may have.

Respectfully submitted,



Paul Targoff
Executive Director

Mission: Connecting youth and families struggling with life issues to assessment-based prevention and intervention services

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

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

WITNESSETH:

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

WHEREAS, The Link has operated and initially served Adams County and the cities located within Adams County since its inception in October 1999, and Broomfield City and County since their addition to the 17th Judicial District, seeks an intergovernmental agreement between itself and the identified Participating Jurisdictions it serves to establish joint funding obligations to enable The Link to continue to provide service to its Participating Jurisdictions; and

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

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

I. GENERAL PROVISIONS

- A. The Link is committed to maintaining a centralized location for the provision of assessment, mediation and intervention services for juveniles and their families who are referred to The Link from the Participating Jurisdictions; and, agrees to provide the services, as identified herein, for the Parties that are represented in this IGA.

- B. The Link shall currently continue and maintain its operation at 8461 Delaware Street, Thornton, Colorado 80260, and will provide services to the Parties from this location. Nothing herein intends to restrict The Link from moving to another location within the 17th Judicial District for practical and economical purposes. The Link will operate pursuant to the direction of a Board of Directors ("Board") as established by The Link's by-laws and management will be by an administrative director.
- C. The Participating Jurisdictions hereby agree to allocate and commit funds for the 2019 operating year to be provided to The Link in accordance with the terms of this IGA.
- D. The Participating Jurisdictions may also, throughout the term of this IGA, agree, without restriction or limitation, to provide in kind contributions to The Link to assist The Link in providing services to and for the benefit of all member participants that are a Party to this IGA.

II. SERVICES PROVIDED

- A. General Service. The Parties hereto agree that The Link shall have authority over the operation of its programs and facilities which are provided for the use and benefit of the Parties to this IGA and their constituents. The Parties hereby agree that funding of The Link, by the Parties hereto, for such services shall be as provided in this IGA.
- B. Specific Services. The Link shall be authorized to provide the services identified below to children who are between the ages of 7 years of age and 17 years of age up to their 364 days prior to 18 years old ("Juvenile"). The principle purposes and powers of The Link are to:
 - 1. Provide a centralized location for the assessment of youth and referral to community resources and other intervention programs and services for Juveniles and their families who are referred to The Link by the Participating Jurisdictions.
 - 2. Conduct complete assessments of the needs of Juveniles and their families which may include, but is not limited to, screening for violence potential and self-destructive tendencies, substance use, abuse, neglect and future criminal behavior, risk and treatment need factors.
 - 3. Make prompt referrals of Juveniles and their families to appropriate community services and agencies based on needs assessment and any and all other pertinent information.
 - 4. Provide crisis and mediation intervention for Juveniles and their families referred by the Participating Jurisdictions and the Juvenile's family. The Link shall utilize a case management process to evaluate the progress of the intervention. Case management shall include developing case plans addressing issues identified in the assessment, and supervising the accomplishment of the case plan, and preparing applicable pre-sentencing and status reports for municipal courts.
 - 5. Coordinate and centralize the information collected by The Link for the Participating Jurisdictions involved with the Juveniles and their families.

6. Provide rapid dissemination of assessment information to municipal courts, and the Participating Jurisdictions in accordance with all laws concerning confidentiality.
 7. Provide multi-tiered service approach through provision of 24 hour a day, 365 days a year detention and screening services for delinquent youth placed into the juvenile detention center or intervention for applicable alternatives to detention pursuant to Colorado Youth Detention Continuum (CYDC) and the funding monies awarded The Link pursuant to that legislation.
 8. Apply for and receive grants and other sources of funding and provide all services related to Juveniles which are authorized by the terms of any such grant or funding awards.
 9. Based on the CYDC grant monies awarded, The Link will provide training on screening and assessments to help determine the level of detention security to participating jurisdictions.
 10. Provide immediate social and mental health service referrals to Juveniles through community service providers and private providers who offer such services.
 11. Provide pre-screening of youth for county and municipal offenses, misdemeanor and traffic warrants within the 17th Judicial District. In addition, The Link shall provide: Personal Recognizance bonding for municipal charges; screening of youth into Level 4 Electronic Home Monitoring or shelter placement pursuant to the annual renewal of the CYDC grant award; and screening of youth into the Juvenile Detention Center if charges are detainable.
 12. Have any additional authority and power necessary to accomplish the foregoing programs and objectives.
- C. Contracts. The Parties hereto further acknowledge and agree that The Link shall have the responsibility and authority as reasonable and necessary to carry out the powers set forth in this IGA. Such authority shall include, but not be limited to, the authority to contract and lease property, purchase all necessary supplies, equipment, materials, and services, including professional services, and further to hire and discharge employees of The Link, as deemed necessary to operate The Link.
- D. Fees. Fees, if any are to be charged for services, shall be established by The Link and shall be uniform and reasonable. Nothing herein is intended to limit the ability of The Link to charge fees for recoupment of expenses, as deemed appropriate.
- E. Usage by other Entities. The Link Board by formal Board action may permit other entities to make use of The Link services, or to permit juveniles residing outside the 17th Judicial District, to be referred to The Link. The formal Board action shall include the charge to other entities to make use of The Link services and the terms of payment for such services.

III. APPROPRIATION AND PAYMENT BY PARTIES OF THE ANNUAL ASSESSMENT

- A. Appropriation and Funding Obligations. The Parties agree to commit and have the monies appropriated to pay the Annual Assessment as requested and set forth in Exhibit A by the first day of January of the year during which said funds are to be expended by The Link. The Parties

agree to pay said amounts to The Link by January 31 of the year during which said monies are to be expended by The Link. All payments to The Link pursuant to this IGA are, however, subject to annual appropriation by the Parties hereto in the manner required by statute. It is the intention of the Parties that no multiple-year fiscal debt or other obligation shall be created by this IGA.

- B. Calculation of the Annual Assessment. The Parties agree that the portion of the budget to be assessed to each of the Participating Jurisdictions Annual Assessment shall be based upon that jurisdiction's pro rata share of the current six-year average historical juvenile transports from the jurisdiction as compared to the total for all of the Participating Jurisdictions. The Annual Assessment for 2018 represents the same contribution amount as 2017 which is reflected in Exhibit A under the Assessment Amount.
- Should any such jurisdiction be partially within and partially without the territorial limits of the 17th Judicial District, such Party's Juvenile transport data within the 17th Judicial District shall be computed with the pro-rata share of the Annual Assessment. Such jurisdiction shall only refer juveniles within the boundaries of the 17th Judicial District to The Link.
- C. Contributions of New Parties. In the event that any municipal jurisdiction or county enforcement agency, other than the Participating Jurisdictions, wishes to use The Link services and provide funding for such services, after January 1st of each year, such entity may be included in this IGA by amendment as a Participating Jurisdiction. The new Participating Jurisdiction's assessment for this first year shall be determined based upon that jurisdiction's proportional share of the historical juvenile arrests and/or transport data available as applicable from that jurisdiction as compared to the revised total for all of the Participating Jurisdictions times the Annual Assessment as adjusted for the number of months of service. The monies as determined by said formula will be appropriated and paid thirty (30) days subsequent to execution by all the Parties, as provided herein. For subsequent years, a new jurisdiction's Annual Assessment shall be based on the formula provided herein for Participating Jurisdictions.

IV. BUDGET

- A. Budget Process. Each year, The Link shall prepare a preliminary budget and submit said budget to The Link's Board of Director's ("Board") for approval. The budget shall contain detailed estimates of the operating expenses for the subsequent year. The budget shall identify the dollar amount of all revenue sources including the portion of revenue to be assessed to the Participating Jurisdictions ("Annual Assessment"). The preliminary budget shall be approved by The Link's Board by October 31st of each year. The approved preliminary budget shall be made available to each of the governing bodies of the Parties hereto as soon as thereafter as possible.
1. The Parties may provide comments or concerns on its Annual Assessment to The Link's Board on or before October 1st of each year. The Link's Board may adjust the budget based on the comments of the Parties.
 2. The final budget shall then be approved by The Link's Board and certified by the secretary and treasurer of The Link's Board. A final budget shall be submitted to each of the governing bodies of the Parties no later than December 31st of each year that this IGA is in effect.

- B. Contributions to the Budget. The Parties hereto agree to contribute to the budget set forth in Exhibit A for each term of this IGA.

V. FUNDS AND OPERATIONS

- A. Designation of Funds. The Link agrees that the funds paid to The Link by the Parties hereto, and any monies generated by The Link itself shall be placed into a designated fund, and any expenses incurred by reason of operation of The Link shall be paid from said fund.
- B. Choice of Depository. All monies belonging to The Link or designated for use by The Link shall be deposited in the name and to the credit of The Link with such depositories as The Link shall from time to time designate, in compliance with all applicable laws.
- C. Disbursement of Funds. No disbursements of funds as provided by this IGA shall be made from the funds of The Link except by check, or credit card under the name of The Link.
- D. Fiscal Responsibility. The Link shall not borrow money nor shall it approve any claims or incur any obligations for expenditures unless there is sufficient unencumbered cash in the appropriate fund, credited to The Link with which to pay the same.
- E. Operating and Capital Reserves. The Board of Directors of The Link shall have the authority to set aside unexpended revenues generated by the operation of The Link for purposes of providing operating and capital reserves. The Board of Directors shall also have the authority to establish a capital improvement fund to provide for the operation of the Link.
- F. Insurance. The Link's Board shall obtain and maintain adequate liability and property insurance coverage to protect against any claims and liabilities which may arise due to the activities conducted by The Link or The Link's Board in an amount not less than the monetary limitations of liability provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et. seq., as the same may be amended from time to time.
- G. Use of Funds. Nothing herein is intended to restrict or prohibit The Link from using the budget funds for any purpose as authorized by any grant funds or in connection with the services provided by The Link.

VI. RECORDS AND REPORTS

- A. Record Keeping. The Link shall maintain accounts of its funds, properties, and business transactions, in accordance with applicable law.
- B. Annual Audit. The Link shall cause to be conducted an annual audit prior to the end of the calendar year. Such audit or review shall be conducted by an independent certified public accountant, registered accountants licensed to practice in the State of Colorado. The Link audit is available on site for review by the respective Parties hereto upon request of any Party.

- C. Annual Report. Beginning in 2008 and thereafter, by March 1st of each year, The Link shall prepare and present to the respective Participating Jurisdictions, a comprehensive annual report of The Link's activities and finances during the preceding year.
- D. Reports Required by Law, Regulations or Contract. The Link shall also prepare and present such reports as may be required by law, regulation, or contract to any authorized federal, state and/or local officials to whom such report is required to be made in the course and operation of The Link.
- E. Reports Requested by the Parties. The Link may, where practical, render to the Parties hereto, at reasonable requests, such reports and accountings as the Parties hereto may from time to time request.

VII. DEFAULT IN PERFORMANCE

- A. Default by The Link. If, for whatever reason, The Link ceases its operation at anytime during the calendar year, with or without notice to the Participating Jurisdictions, such cessation of services shall constitute a material breach of this IGA and will relieve the Participating Jurisdictions of their funding obligation for any pro rata share of funding submitted for the end of the IGA term. Upon notification from The Link to the Participating Jurisdictions of such cessation of services, The Link agrees to reimburse to the Participating Jurisdictions their pro rata share to the extent that such funds are available. Upon such notice, the terms and conditions this IGA automatically terminates and relieves the Participating Jurisdictions of any and all obligations contained herein.
- B. Default by Participating Jurisdiction. In the event that any Participating Jurisdiction fails or refuses to provide the agreed upon funding pursuant to Exhibit A for any calendar year, after January 31st of such calendar year, such failure to pay shall constitute a material breach of this IGA. The Link shall notify the Participating Jurisdiction of such breach and if such breach is not cured within 30 days of such notification, the failure to cure shall constitute a material default in terms of this IGA and said Participating Jurisdiction shall be deemed excluded as a Participating Jurisdiction from the scope of this IGA and The Link shall be free to refuse the provision of services for any juvenile from that Participating Jurisdictions' geographical area.

VIII. TERM, RENEWAL AND TERMINATION OF AGREEMENT

- A. Term and Renewal of Agreement. The IGA shall be in full force and effect for a period of one calendar year commencing on January 1, 2019, and ending on December 31, 2019, and the Parties to this IGA shall have an option to renew this IGA for an additional one year, at the end of each such term, upon written notification to The Link of intent to renew, dated 90 days prior to the end of the current term.
- B. Termination by Written Notice. This IGA or any Party's participation in this IGA, may be terminated effective by written notice from the Party or Parties to The Link dated at least 90 days prior to January 1st of any given year. Any Party terminating its participation pursuant to this provision shall not be entitled to any reimbursement of its annual operating cost contributions previously paid to The Link.

- C. Termination of Party/Loss of Funds. Upon termination of a Party whether by default in performance or by written notice, the remaining Parties may continue to participate in this IGA. The Link's Board, upon such termination of Party or Parties, shall act to adjust the budget or Annual Assessment or hours of operation to accommodate the loss in funds unless the remaining Parties negotiate an amendment to the IGA setting forth revised percentages of participation or the Parties agree to terminate the IGA.
- D. Powers of The Link upon Termination by a Majority. Upon termination by mutual agreement of a majority of the Parties to this IGA, the powers granted to The Link under this IGA shall continue to the extent necessary to make an effective disposition of the property, equipment, and assets under this IGA.

IX. AMENDMENT

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

X. SEVERABILITY

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

XI. COUNTERPART

This IGA may be signed in counterparts, and each counterpart shall be deemed an original, and all counterparts taken as a whole shall constitute one and the same instrument. The IGA shall not be effective until the last date executed by all Parties.

XII. NO THIRD PARTY BENEFICIARIES

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

XIII. SUPERSEDES

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

XIV. NON-DISCRIMINATORY POLICY

The Link shall make its services, facilities, and programs available to all persons regardless of race, color, age 7-17 up to their 18th birthday, creed, national origin, sex, or disability.

XV. NO GENERAL OBLIGATION INDEBTEDNESS

As this IGA will extend beyond the current fiscal year, the Parties understand and intend that the obligation of the Parties to pay the Annual Assessment hereunder constitutes a current expense of the Parties payable exclusively from the Parties' funds and appropriated each fiscal year, and shall not in any way be construed to be a multi-fiscal year debt or other financial obligation within the meaning of Article X, Section 20, of the Colorado Constitution, a general obligation indebtedness of the Parties within the meaning of any provision of Article XI, of the Colorado Constitution, or any other constitutional or statutory indebtedness. None of the Parties has pledged the full faith and credit of the state, or the Parties to the payment of the charges hereunder, and this IGA shall not directly or contingently obligate the Parties to apply money from, or levy or pledge any form of taxation to, the payment of the annual operating costs.

XVI. LITIGATION

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

XVII. WAIVER

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

XVIII. PARAGRAPH CAPTIONS

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

XIX. GOVERNMENTAL IMMUNITY

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

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

**EXHIBIT A
2019 IGA Contributions**

YEAR	2012	2013	2014	2015	2016	2017	Grand Total	6 Yr Total	6 Yr. Agency Average	2018 IGA Contribution	% of Link Usage	2019 IGA Contribution
										\$543,597	2016	\$543,597
AGENCY												
ACSO	90	86	90	188	186	162	802	802	133	\$108,721	15%	\$108,721
Brighton	72	120	165	208	164	127	856	856	142	\$59,795	13%	\$59,795
Broomfield	n/a	n/a	n/a	n/a	30	53	83	83	41	\$25,000	2%	\$25,000
Comm. City	36	53	72	133	116	70	480	480	80	\$48,924	9%	\$48,924
Northglenn	36	32	46	72	82	68	336	336	56	\$48,924	6%	\$48,924
Thornton	275	311	316	617	562	280	2,361	2,361	393	\$217,438	44%	\$217,438
Westminster	58	58	62	116	133	94	521	521	86	\$59,795	11%	\$59,795
TOTAL	567	660	751	1334	1273	854	5,439	5,439		\$568,597	100%	\$568,597
Scheduled Interventions/Self Referrals as a result of law enforcement contact	48	29	100	279	289	163	908					

**Schedule: Mon- Sun 6am-3am on site
3am-6am on-call**

Employees: 10 FTE 2 PTE

By: Eva J. Henry, Date _____
Title: Chair

By: Stan Martin
Title: City Clerk

By Heidi Miller
Title: County Attorney



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 11, 2018
SUBJECT: Renewal of the Intergovernmental Agreement between Adams County and the City and County of Broomfield for the provision of Community Corrections Services for the 17 th Judicial District through 2021
FROM: Beth Torgersen, Community Corrections Administrator
AGENCY/DEPARTMENT: Department of Human Services, Community Corrections Administration
HEARD AT STUDY SESSION ON N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: The Board of County Commissioners Approves the Intergovernmental Agreement between Adams County and the City and County of Broomfield.

BACKGROUND:

The City and County of Broomfield became part of the 17th Judicial District in November of 2001. An Intergovernmental Agreement (IGA) was established between Broomfield and Adams County to provide community corrections services to the 17th Judicial District. The funds allocated to Adams County from the Division of Criminal Justice for the provision of community corrections services includes funding for Broomfield offenders. The current IGA expires on December 31, 2018. The City and County of Broomfield and the Adams County Community Corrections Board are desirous of continuing that agreement. The IGA will be presented to the Broomfield City Counsel on December 8, 2018.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

City and County of Broomfield
Division of Criminal Justice
Time to Change, Inc
Adams County Community Corrections Board

ATTACHED DOCUMENTS:

Resolution
Intergovernmental Agreement

FISCAL IMPACT:

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

Fund:**Cost Center:**

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

	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 RENEWAL THROUGH 2021 OF THE INTERGOVERNMENTAL AGREEMENT WITH THE CITY AND COUNTY OF BROOMFIELD FOR COMMUNITY CORRECTIONS PROGRAM SERVICES

WHEREAS, pursuant to Colo. Const. art. XX, §§ 10 through 13, on November 15, 2001, all territory in the City of Broomfield became a single county and city municipal corporation known as “The City and County of Broomfield” (Broomfield); and,

WHEREAS, pursuant to Colo. Const. art. XV, § 18, and C.R.S. §29-1-203, Adams County (County) and Broomfield are authorized to cooperate or contract with each other to provide any function or service lawfully authorized to each; and,

WHEREAS, pursuant to C.R.S. § 13-5-118, the County and Broomfield are both in the 17th Judicial District; and,

WHEREAS, the County and Broomfield desire to cooperate in providing community corrections program services in the 17th Judicial District, pursuant to C.R.S. § 17-27-101, *et seq.*, as specified in the Intergovernmental Agreement with the City and County of Broomfield for Community Corrections Program Services (IGA), which is attached hereto and incorporated herein as Exhibit “A”; and,

WHEREAS, pursuant to the IGA, section 1, paragraph C, upon the recommendation of Broomfield, the County shall reappoint or newly appoint two (2) at-large members of the Adams County Community Corrections Board (ACCCB) from Broomfield, which members shall be voting members of the ACCCB and shall serve throughout the term of the IGA, from January 1, 2019 through December 31, 2021, unless otherwise removed from the ACCCB as provided in its By-laws.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the IGA with Broomfield, which is attached hereto as Exhibit A, is hereby approved and the chair is hereby authorized to execute same.

BE IT FURTHER RESOLVED that, upon the recommendation of Broomfield, two (2) at-large members from Broomfield shall be reappointed or newly appointed to the ACCCB and shall be voting members whose terms shall be from January 1, 2019 through December 31, 2021, unless otherwise removed from the ACCCB as provided in its By-laws.

**ADAMS COUNTY, COLORADO
RENEWAL OF INTERGOVERNMENTAL AGREEMENT WITH
THE CITY AND COUNTY OF BROOMFIELD FOR
COMMUNITY CORRECTIONS PROGRAM SERVICES THROUGH 2021**

THIS INTERGOVERNMENTAL AGREEMENT (“IGA”) is made by and between the Adams County Board of County Commissioners, located at 4330 South Adams County Parkway, Brighton, CO 80601, hereinafter referred to as the “County,” and The City and County of Broomfield, located at One DesCombes Drive, Broomfield, CO 80020, hereinafter referred to as “Broomfield.” The County and Broomfield may be collectively referred to herein as the “Parties.”

WHEREAS, pursuant to Colo. Const. art. XV, § 18 and C.R.S. § 29-1-203, the Parties are authorized to cooperate or contract with each other to provide any function or service lawfully authorized to each; and,

WHEREAS, pursuant to Colo. Const. art. XX, §§ 10 through 13, on November 15, 2001, all territory in the City of Broomfield became a single county and city municipal corporation known as “The City and County of Broomfield;” and,

WHEREAS, pursuant to C.R.S. § 13-5-118, the County and Broomfield are both in the 17th Judicial District; and,

WHEREAS, the County and Broomfield desire to continue to cooperate in providing community corrections program services in the 17th Judicial District, pursuant to C.R.S. § 17-27-101, *et seq.*

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the County and Broomfield agree as set forth herein.

SECTION I - COMMUNITY CORRECTIONS BOARD

- A. The Adams County Community Corrections Board (ACCCB) is an advisory board to the Adams County Board of County Commissioners, pursuant to C.R.S. § 17-27-103(1).
- B. Pursuant to the Resolution approving continuing the Adams County Community Corrections Board representing the 17th Judicial District the ACCCB is composed of no fewer than seven (7) and no greater than eleven (11) members.
- C. On or after November 15, 2001, the Adams County Board of County Commissioners appointed two (2) at-large members to the ACCCB to represent Broomfield. This representation shall continue, and such representatives shall be reappointed, or other representatives shall be newly appointed, upon the recommendation of Broomfield. Broomfield’s representatives shall be voting members of the ACCCB, and shall serve on

the ACCCB throughout the term of this IGA unless otherwise removed from the ACCCB as provided in its By-laws.

SECTION II - COMMUNITY CORRECTIONS PROGRAM ADMINISTRATION AND FUNDING

- A. The Adams County Board of County Commissioners shall be the “governing body,” as defined in the Community Corrections Program Act, § 17-27-101, *et seq.*, C.R.S., as amended, responsible for the administration of community corrections programs in the 17th Judicial District. As such, it shall enter into all contracts and subcontracts for community corrections programs in the 17th Judicial District, upon the advice of the ACCCB.
- B. The County shall continue to receive, administer, and expend all funds associated with community corrections program contracts in the 17th Judicial District, and shall do so in accordance with all applicable statutes, rules, and regulations of the State of Colorado.
- C. The Adams County Board of County Commissioners shall, at its sole discretion, employ a community corrections program administrator who shall be an employee of the County and not of Broomfield. The current community corrections program administrator is Beth Torgersen, whose office is located in the Adams County Human Service Building, 11860 North Pecos Street, Suite 3523, Westminster, CO 80234 and whose phone number is 720-523-2997 and whose facsimile number is (720) 523-2991

SECTION III - TERM

The term of this Agreement shall be from January 1, 2019 through December 31, 2021.

SECTION IV - 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. 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.

C. 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.

D. 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 was received. For the purposes of this IGA, any and all notices shall be addressed to the contacts listed below:

For the County:

Adams County County Attorney's Office
4430 S. Adams County Parkway, 5th Floor, suite C5000B
Brighton, CO 80601
Phone No. 720-523-6116
Facsimile No. 720-523-6114

For the City:

Office of the City and County Attorney
The City and County of Broomfield
One DesCombes Drive
Broomfield, Colorado 80020
Phone No.: 303-464-5899
Facsimile No.: 303-438-6228

E. 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 hereto.

F. Paragraph Headings.

Paragraph headings are inserted for the convenience of reference only.

G. 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.

H. 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 the City shall be for the sole and exclusive benefit of the County and the City.

I. Severability.

If any provision of this IGA is determined to be unenforceable or invalid for any reason, the remainder of this IGA shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

J. 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:
STAN MARTIN
CLERK AND RECORDER

Approved as to form:

Deputy Clerk

Adams County Attorney's Office

THE CITY AND COUNTY OF BROOMFIELD
BROOMFIELD, COLORADO

Date

ATTEST:
JIM CANDELARIE
CLERK AND RECORDER

Approved as to form:

Deputy Clerk

City and County Attorney's Office



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: 12/11/18
SUBJECT: EMPG Grant Application
FROM: Michael McIntosh, Sheriff Ronald Sigman, Emergency Manager
AGENCY/DEPARTMENT: Sheriff's Office, Office of Emergency Management
HEARD AT STUDY SESSION ON : NA
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves the Office of Emergency Management to apply for the 2019 EMPG Grant

BACKGROUND:

Per the County's grant policy, the Office of Emergency Management would like approval from the BoCC to apply for the 2019 EMPG Grant. In 2018 the County was awarded \$77,000 to offset the costs of the Office of Emergency Management. We anticipate a similar amount for 2019.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Sheriff's Office
Office of Emergency Management

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

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

Fund: 1**Cost Center: 2041**

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:	5360		77,000
Total Revenues:			<u>77,000</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></u>

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 2019 EMERGENCY MANAGEMENT PERFORMANCE GRANT

Resolution 2018-

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, that the Board of County Commissioners, County of Adams, State of Colorado, hereby grants approval to the Office of Emergency Management to apply for the 2019 Emergency Management Performance Grant.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: Dec 11, 2018
SUBJECT: Intergovernmental Agreement between CDOT and Adams County regarding the Maintenance Obligations of the Water Quality Infrastructure for State Highway 44 (104th Avenue) over the South Platte River (SAP # 331001455)
FROM: Kristin Sullivan, Interim Director of Public Works Nathan Mosley, Director of Parks & Open Space Brian Staley, PE, PTOE, Deputy Director of Public Works
AGENCY/DEPARTMENT: Public Works Parks & Open Space
HEARD AT STUDY SESSION ON: June 28, 2016
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approve the Intergovernmental Agreement between CDOT and Adams County regarding the Maintenance Obligations of the Water Quality Infrastructure for State Highway 44 (104th Avenue) over the South Platte River (SAP # 331001455)

BACKGROUND:

On December 10, 2012, the Board of County Commissions adopted a resolution approving the Intergovernmental Agreement (IGA) between the Colorado Department of Transportation (CDOT), Adams County, Commerce City, and the City of Thornton to contribute up to \$2 million in funding to widen the 104th Avenue Bridge over the South Platte River.

At the time of the funding IGA for the bridge widening project, it was determined that maintenance and operations of the two water quality ponds, one located in Valente Park, and the other located on private property on the east side of the South Platte River, would be addressed in a separate agreement (the subject agreement). The bridge widening project is now complete, with the final walkthrough occurring April 27, 2017. At this time, it is the desire of CDOT and the County to delineate the responsibilities for the maintenance and operations of two separate stormwater quality facilities associated with SH 44 (104th Ave.).

The main tenets of the attached IGA are as follows:

1. Adams County Parks & Open Space Department will perform routine maintenance for the water quality pond in Valente Park.
2. Adams County Public Works Department will provide long-term maintenance on major infrastructure components located in Valente Park. The concrete sedimentation basin, located in CDOT's right-of-way (ROW) will be the property owner's responsibility.
3. CDOT will perform routine and long-term maintenance on the water quality pond on the east side of the South Platte River and infrastructure within their ROW.

The estimated fiscal impact to the County is minimal and will be covered with the departments' existing operating budget.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Public Works, Parks & Open Space, CDOT

ATTACHED DOCUMENTS:

Intergovernmental Agreement between CDOT and Adams County regarding the Maintenance Obligations of the Water Quality Infrastructure for State Highway 44 (104th Avenue) over the South Platte River (SAP # 331001455)

Resolution for the subject agreement

FISCAL IMPACT:

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

Fund: 24**Cost Center:** 6021

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7240		\$10,000
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			\$10,000

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

Funding for the maintenance of the Elaine T. Valente Open Space comes mainly from the Conservation Trust Fund (Fund 24), but also from the Open Space Projects Fund (Fund 27) and General Fund (Fund 01). The function of the affected area has changed for the better. Before the water quality pond was installed, any stormwater runoff into the fishing pond was not a controllable event nor was sediment or pollutants filtered out before entering the fishing pond. The improvements constructed with the project collect stormwater runoff and improve water quality into the County's fishing pond. The area is part of the ETV Open Space Park, as such, the area was already being maintained to include vegetative maintenance, spraying, and trash removal. Therefore, it is staff's opinion that only trash and sediment removal efforts will increase as a result of this negotiation. For these reasons, the fiscal increase is minimal and is estimated at an additional 24 hours per year, or approximately \$1,200.

**RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT
BETWEEN CDOT AND ADAMS COUNTY REGARDING THE MAINTENANCE
OBLIGATIONS OF THE WATER QUALITY INFRASTRUCTURE FOR STATE
HIGHWAY 44 (104th AVENUE) OVER THE SOUTH PLATTE RIVER**

WHEREAS, the Colorado Department of Transportation (CDOT) budgeted for the replacement of the State Highway 44 (104th Avenue) Bridge over the South Platte River; and

WHEREAS, widening 104th Avenue to four lanes between Riverdale Road and U.S. 85 (“Project”) is a top priority for Adams County and the local jurisdictions; and,

WHEREAS, Adams County provided \$1 million in local match towards the cost to widen the Bridge; and,

WHEREAS, the Cities of Thornton and Commerce City contributed an additional \$1 million in local match to widen the Bridge; and,

WHEREAS, widening the Project necessitated the addition of water quality infrastructure; and,

WHEREAS, CDOT and Adams County Parks and Public Works Departments (“Parties”) collaborated on the locations and maintenance responsibilities of the water quality infrastructure; and,

WHEREAS, the subject Agreement sets forth the Parties maintenance obligations of the water quality infrastructure for State Highway 44 (104th Avenue) over the South Platte River.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Intergovernmental Agreement between CDOT and Adams County regarding the Maintenance Obligations of the Water Quality Infrastructure for State Highway 44 (104th Avenue) Over the South Platte River, including all terms and conditions contained therein, 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 Agreement on behalf of the County of Adams, State of Colorado.

Stormwater Quality Facilities M & O Adams County Region 1 – JH SAP # 331001455

**INTERGOVERNMENTAL AGREEMENT BETWEEN CDOT AND ADAMS COUNTY
REGARDING THE MAINTENANCE OBLIGATIONS OF THE WATER QUALITY
INFRASTRUCTURE FOR STATE HIGHWAY 44 (104th AVENUE) OVER THE SOUTH PLATTE
RIVER**

THIS INTERGOVERNMENTAL AGREEMENT made this ____ day of _____ 2017, and hereinafter referred to as the "Agreement," by and between the State of Colorado for the use and benefit of the COLORADO DEPARTMENT OF TRANSPORTATION ("State" or "CDOT"), and Adams County ("Local Agency") 4430 South Adams County Parkway, 4th Floor, Brighton, CO, 80601, CDOT Vendor #: 2000055, which may also be referred to herein individually, as a "Party" and collectively as the "Parties."

This Agreement shall not be effective or enforceable until it is approved and signed by the Governor or his designee and an authorized signatory of the Local Agency ("Effective Date").

RECITALS

- 1 Required approval, clearance and coordination have been accomplished from and with appropriate agencies.
- 2 Project 18206, FBR 044A-010 (SH44 Over South Platte River and Bull Seep) created two new water quality facilities that will require ownership and maintenance. This IGA defines the maintenance and operational responsibilities between the Local Agency and CDOT.
- 3 CDOT and Local Agency desire to enter into this Agreement to delineate their responsibilities for operating and maintaining two separate stormwater quality facilities associated with the SH 44 over South Platte River and Bull Seep Project. One system is located east of, and one system is located west of the South Platte River.
- 4 The State and the Local Agency have the authority, as provided in Sections 29-1-203, 43-1106, 43-2-103, 43-2-104, and 43-2-144 CRS, as amended, to enter into this Agreement with the Local Agency for the purpose of maintaining permanent water quality facilities along a US, or State highway system as hereinafter set forth;
- 5 The Local Agency and CDOT have the resources to perform the maintenance as described

herein.

THE PARTIES NOW AGREE THAT:

Section 1. Definitions

- A. “AdCo Facilities” refers to all stormwater quality facilities, stormwater inlet facilities and stormwater access facilities related to the Westside Water Quality System that are located on County property.
- B. “CDOT Facilities” refers to all stormwater quality facilities, stormwater inlet facilities and stormwater access facilities that are substantially within CDOT easement, or State Highway 44 (SH44) right-of-way.
- C. “Eastside Water Quality System” refers to all CDOT Facilities located on the east side of the South Platte River, associated with the east pond north of SH44 built in conjunction with the South Platte River Bridge Replacement Project. Location: North of SH 44 at Mile Post 2.86.
- D. “Facilities” consists of the terms “Stormwater Quality Facilities,” “Stormwater Inlet Facilities,” and “Stormwater Access Facilities.”
- E. “Stormwater Access Facilities” consists of the surface improvements such as fencing, security gates, and access roads which are needed to operate and maintain the “Water Treatment Facilities”.
- F. “Stormwater Inlet Facilities” refers to the collection and conveyance systems, including inlets, catch basins, pipelines, and open channels that are used to transport stormwater SH44 Bridge and Roadway to the “Facilities.”
- G. “Stormwater Quality Facilities” refers to the permanent facilities and improvements intended to reduce, detain, and manage stormwater runoff and water quality associated with the SH 44 over South Platte River and Bull Seep Project. “Stormwater Quality Facilities” are limited to detention ponds, water quality structures, and appurtenance outlet and outfall facilities, and exclude the inlets, piping, and open channel conveyance system from SH 44.
- H. “Westside Water Quality System” refers to all CDOT and AdCo Facilities located on the west side of the South Platte River, associated with the west pond at the Elaine T. Valente Park north of SH44 built in conjunction with the South Platte River Bridge Replacement Project. Location: North of SH44 at Mile Post 3.0.

Section 2. Scope of Work

The Local Agency will maintain and operate the AdCo Facilities within county owned property along the SH 44 corridor. Such AdCo Facilities are generally depicted on **Exhibit A** and are within the property boundaries of the Local Agency. The CDOT Facilities were constructed as part of the SH 44 over South Platte River and Bull Seep Project, 18206 (FBR 044A-010) described in Exhibit A.

Section 3. Eastside Water Quality System

A. CDOT will be responsible for the following:

- 1 CDOT will maintain and operate the Eastside Water Quality System and associated improvements identified in Exhibit B attached hereto at its own cost and expense to ensure that the Eastside Water Quality System remains in proper working condition. Such maintenance and operations shall be conducted in accordance with all applicable statutes, CDOT MS4 requirements, applicable legal requirements, ordinances and regulations which define CDOT's obligations to maintain such improvements during their useful life, in a manner satisfactory to the State and FHWA. Maintenance shall include routine landscaping, sediment removal, repair, reconstruction, or replacement of the Eastside Water Quality System as necessary to meet the requirements of this Agreement. CDOT will make proper provisions for such maintenance obligations each year.
- 2 CDOT shall inspect Eastside Water Quality Systems at CDOT's expense at least once every calendar year. The inspections shall be performed by a person experienced in inspecting such Facilities. The State and FHWA will make periodic inspections of the project to verify that such improvements are being adequately maintained.
- 3 CDOT agrees it will not remove or alter any Eastside Water Quality System elements in such a way that modifies the documented treatment area as originally constructed. Should CDOT modify any Eastside Water Quality System elements, the Parties will coordinate on the necessity of the changed treatment area and CDOT shall submit a drainage report to the Local Agency regarding said changes for approval.
- 4 Notwithstanding anything in this Agreement to the contrary, CDOT, in its sole discretion, may expand or increase the capacity of the Eastside Water Quality System and landscape the Eastside Water Quality System on CDOT's property or easement, as determined by CDOT.
- 5 CDOT will perform at its own expense, all major reconstruction including reconstructing the entire Eastside Water Quality System or portions thereof that are not covered under routine operations and maintenance of the Eastside Water Quality System. Prior to commencing any reconstruction activities, CDOT shall coordinate with the Local Agency to minimize impacts to landscaping enhancements that were installed by the Local Agency. CDOT will not be responsible for replacing any enhanced landscaping or irrigation installed by the Local Agency.

Section 4. Westside Water Quality System

A. Upon CDOT's written notice to the Local Agency that all warranties have expired for the Westside Water Quality System and the improvements have been accepted by CDOT, the Local Agency will be responsible for the following:

- 1 The Local Agency will perform annual maintenance and operate the Westside Water Quality System and associated improvements identified in Exhibit A attached hereto at its own cost and expense to ensure that the Westside Water Quality System remains in proper working condition. Such maintenance shall be conducted in accordance with all applicable statutes, the Local Agency's MS4 requirements, applicable legal requirements, ordinances and regulations which define the Local Agency's obligations to maintain such improvements during their useful life, in a manner satisfactory to the State and FHWA. Maintenance shall include routine landscaping, sediment removal and minor repairs of the Westside Water Quality System facilities as necessary to meet the requirements of this Agreement. The county will make proper provisions for such maintenance obligations each year.
- 2 The Local Agency will perform, at its own expense, all activities it determines to be routine maintenance for the Westside Water Quality System identified in Exhibit A attached hereto.
- 3 The Local Agency is responsible for maintenance of the portion of the West Water Quality Facility that lies substantially outside CDOT Right of Way. This includes the portions of the facility that lie substantially on Adams County property, as shown on Exhibit A.
- 4 The Local Agency shall inspect the Westside Water Quality System identified in Exhibit A attached hereto at the Local Agency's expense at least once every calendar year. The inspections shall be performed by a person experienced in inspecting such Facilities. Inspection reports shall be submitted in writing to CDOT each year for the Stormwater Quality Facilities that receive flows from CDOT ROW.
- 5 The Local Agency agrees to perform routine maintenance of the Westside Water Quality System and report maintenance activities to CDOT. This includes the portion located on Adams County property as shown on Exhibit A. The State and FHWA will make periodic inspections of the project to verify that such improvements are being adequately maintained.
- 6 In the event that the Local Agency fails to inspect, report, or properly maintain the Westside Water Quality System identified in Exhibit A, CDOT may issue a written notice to cure such deficiencies. In the event the deficiencies are not remedied within a reasonable timeframe after written notice of such deficiencies from CDOT to the Local Agency, CDOT may take whatever steps CDOT deems necessary to maintain the Westside Water Quality System, and the Local Agency shall reimburse CDOT its actual and documented costs for such maintenance repair work including labor, equipment, supplies and materials. If CDOT repairs any deficiencies, it is under no obligation to continue the routine maintenance of the Westside Water Quality System, or the repairs.

B. CDOT will be responsible for the following:

1 CDOT is responsible for ownership of the portion of the West Water Quality Facility that lie substantially within CDOT Right of Way.

2 CDOT will be responsible for replacement /reconstruction of the water quality structures that lie substantially within CDOT Right of Way.

C. Joint Responsibilities for The Parties:

1. In the event that safety concerns are identified relating to the Westside Water Quality System, The Parties will identify the proper course of action to maintain a safe and functional Westside Water Quality System.

2. The Parties, their successors and assigns shall hold harmless each other, each other's agents and employees for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the other arising out of or resulting from the repair, construction, presence, existence maintenance or use of the Westside Water Quality System.

3. The Local Agency agrees it will not remove or alter the Westside Water Quality System in such a way that modifies the documented treatment area as originally constructed. Should the Local Agency modify the Westside Water Quality System, the Parties will coordinate on the necessity of the changed treatment area and the Local Agency shall submit a drainage report to CDOT regarding said changes for approval. Such documentation shall be sent to CDOT within the calendar year.

4. Notwithstanding anything in this Agreement to the contrary, the Local Agency, in its sole discretion, may expand or increase the capacity of the Westside Water Quality System and landscape the Westside Water Quality System on Adam's County property, as determined by the Local Agency.

5. Notwithstanding anything in this Agreement to the contrary, CDOT, in its sole discretion, may expand or increase the capacity of the Westside Water Quality System and landscape the Westside Water Quality System on CDOT's property, as determined by CDOT.

6. Any fines levied against either Party as a result of that Party's failure to comply with the terms of this agreement, shall be the sole and absolute responsibility of the offending Party.

7. All of the Local Agency's obligations under this section will only be in effect from the date of CDOT's final acceptance of the Westside Water Quality System, listed in Exhibit A of this Agreement.

Section 5. Term and Termination Provisions

- A. This Agreement shall be in effect only after it is executed by both Parties. The maintenance obligations of the Local Agency under this Agreement shall commence on the date of the final written acceptance of the Facilities by CDOT and will remain in effect until this Agreement is terminated in accordance with the requirements of this Section 5 and both Parties agree to terminate
- B. Termination for Cause. If, through any cause, either Party shall fail to fulfill its obligations under this Agreement, or if either Party shall violate any of the covenants, agreements, or stipulations of this Agreement, either Party shall thereupon have the right to terminate this Agreement for cause by giving written notice to the other Party of its intent to terminate and giving at least thirty (30) days opportunity to cure the default or show cause why termination is otherwise not appropriate.

Section 6. Legal Authority

Both Parties hereto warrant that they possess the legal authority to enter into this Agreement and that they have taken all actions required by their respective procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatories to execute this Agreement and to bind their respective entities to its terms. The person(s) executing this Agreement on behalf of each Party warrants that such person(s) has full authorization to execute this Agreement.

Section 7. Representatives and Notice

The State will provide liaison with the Local Agency through the State's Region Director, Region 1, 2000 South Holly Street, Denver, Colorado 80222. Said Region Director will also be responsible for coordinating the State's activities under this Agreement and will also issue a "Notice to Proceed" to the Local Agency for commencement of the Work. All communications relating to the day-to-day activities for the work shall be exchanged between representatives of the State's Transportation Region 1 and the Local Agency. All communication, notices, and correspondence shall be addressed to the individuals identified below. Either party may from time to time designate in writing new or substitute representatives.

If to State:

Kurt Kionka CDOT Project Manager 4670 Holly Street Denver, Colorado 80216
(303) 398-6738

If to the Local Agency:

David Rausch Adams County 4430 South Adams County Parkway, C5323 Brighton, Colorado 80601
(720) 523-6847

Section 8. Successors

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

Section 9. Governmental Immunity

Notwithstanding any other provision of this Agreement to the contrary, 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, protection, or other provisions of the Colorado Governmental Immunity Act, §24-10101, *et seq.*, CRS, as now or hereafter amended. The Parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, the Local Agency and their respective departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of §24-10-101, *et seq.*, CRS, as now or hereafter amended and the risk management statutes, §§24-30-1501, *et seq.*, CRS, as now or hereafter amended.

Section 10. Severability

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

Section 11. Waiver

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

Section 12. Modification and Amendment

- A. This Agreement is subject to such modifications as may be required by changes in federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this Agreement on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this Agreement shall be effective unless agreed to in writing by both Parties in an amendment to this Agreement that is properly executed and approved in accordance with applicable law.
- B. Either party may suggest renegotiation of the terms of this Agreement, provided that the Agreement shall not be subject to renegotiation more often than annually, and that neither Party shall be required to renegotiate. If the Parties agree to change the provisions of this Agreement, the renegotiated terms shall not be effective until this Agreement is amended/modified accordingly in writing.

Section 13. Disputes

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

Section 14. Does not supersede other agreements

This Agreement is not intended to supersede or affect in any way any other agreement (if any) that is currently in effect between the State and the Local Agency for other “maintenance and operations services” on State Highway rights-of-way within the jurisdiction of the Local Agency.

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SPECIAL PROVISIONS

Section 15. The Special Provisions apply to all Agreements except where noted in *italics*

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

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

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

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

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

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

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

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

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§24-18-201 and 24-50-507. The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Local Agency has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Local Agency's services and Local Agency shall not employ any person having such known interests.

- J. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4.** *[Not Applicable to intergovernmental agreements]* Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.
- K. PUBLIC AGREEMENTS FOR SERVICES. CRS §8-17.5-101.** *[Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services]* Local Agency certifies, warrants, and agrees that it does not knowingly employ or agreement 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 Department program established pursuant to CRS §8-17.5-102(5)(c), Local Agency shall not knowingly employ or agreement with an illegal alien to perform work under this Agreement or enter into a Agreement with a sub-Local Agency that fails to certify to Local Agency that the sub-Local Agency shall not knowingly employ or agreement with an illegal alien to perform work under this Agreement. Local Agency (a) shall not use E-Verify Program or Department program procedures to undertake preemployment screening of job applicants while this Agreement is being performed, (b) shall notify the sub-Local Agency and the agreeing State agency within three days if Local Agency has actual knowledge that a sub-Local Agency is employing or agreeing with an illegal alien for work under this Agreement, (c) shall terminate the subagreement if a sub-Local Agency does not stop employing or agreeing with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Local Agency participates in the Department program, Local Agency shall deliver to the agreeing State agency, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that Local Agency has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Local Agency fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the agreeing State agency, institution of higher education or political subdivision may terminate this Agreement for breach and, if so terminated, Local Agency shall be liable for damages.
- L. PUBLIC AGREEMENTS WITH NATURAL PERSONS. CRS §24-76.5-101.** Local Agency, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this Agreement.

Section 16. THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

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

LOCAL AGENCY:

(Place Local Agency seal here, if available)

**Adams County 2000055 (CDOT
Vendor #)**

Signature of Authorized Officer

Print Name & Title of Authorized Officer

**LOCAL AGENCY: (A Local Agency
attestation is required.) Attest (Seal) By
(Town/City/County Clerk)**

**STATE OF COLORADO: JOHN W.
HICKENLOOPER, GOVERNOR**

By: Joshua Laipply, PE, Chief Engineer
For: Shailen P. Bhatt, Executive Director

Date: _____

Exhibit A

SCOPE OF WORK

The Local Agency will maintain and operate the AdCo Facilities located on Adams County Property along the SH 44 corridor. Such AdCo Facilities are generally depicted on **Exhibit A** and are within the property boundaries of the Local Agency. The CDOT Facilities were constructed as part of the SH 44 over South Platte River and Bull Seep Project, 18206 (FBR 044A-010) described in Exhibit A.

Section 3. Eastside Water Quality System

A. CDOT will be responsible for the following:

1 CDOT will maintain and operate the Eastside Water Quality System and associated improvements identified in Exhibit B attached hereto at its own cost and expense to ensure that the Eastside Water Quality System remains in proper working condition. Such maintenance and operations shall be conducted in accordance with all applicable statutes, CDOT MS4 requirements, applicable legal requirements, ordinances and regulations which define CDOT's obligations to maintain such improvements during their useful life, in a manner satisfactory to the State and FHWA. Maintenance shall include routine landscaping, sediment removal, repair, reconstruction, or replacement of the Eastside Water Quality System as necessary to meet the requirements of this Agreement. CDOT will make proper provisions for such maintenance obligations each year.

2 CDOT shall inspect Eastside

Water Quality Systems at CDOT's expense at least once every calendar year. The inspections shall be performed by a person experienced in inspecting such Facilities. The State and FHWA will make periodic inspections of the project to verify that such improvements are being adequately maintained.

3 CDOT agrees it will not remove or alter any Eastside Water Quality System elements in such a way that modifies the documented treatment area as originally constructed. Should CDOT modify any Eastside Water Quality System elements, the Parties will coordinate on the necessity of the changed treatment area and CDOT shall submit a drainage report to the Local Agency regarding said changes for approval.

4 Notwithstanding anything in this Agreement to the contrary, CDOT, in its sole discretion, may expand or increase the capacity of the Eastside Water Quality System and landscape the Eastside Water Quality System on CDOT's property or easement, as determined by CDOT.

5 CDOT will perform at its own expense, all major reconstruction including reconstructing the entire Eastside Water Quality System or portions thereof that are not covered under routine operations and maintenance of the Eastside Water Quality System. Prior to commencing any reconstruction activities, CDOT shall coordinate with the Local Agency to minimize impacts to landscaping enhancements that were installed by the Local Agency. CDOT will not be responsible for replacing any enhanced landscaping or irrigation installed by the Adams County.

Section 4. Westside Water Quality System

A. Upon CDOT's written notice to the Local Agency that all warranties have expired for the Westside Water Quality System and the improvements have been accepted by CDOT, and Notice to the Local Agency has been issued, the Local Agency will be responsible for the following:

1 The Local Agency will perform annual maintenance and operate the Westside Water Quality System and associated improvements identified in Exhibit A attached hereto at its own cost and expense to ensure that the Westside Water Quality System remains in proper working condition. Such maintenance shall be conducted in accordance with all applicable statutes, the Local Agency's MS4 requirements, applicable legal requirements, ordinances and regulations which define the Local Agency's obligations to maintain such improvements during their useful life, in a manner satisfactory to the State and FHWA. Maintenance shall include routine landscaping, sediment removal and minor repairs of the Westside Water Quality System facilities as necessary to meet the requirements of this Agreement. The county will make proper provisions for such maintenance obligations each year.

2 The Local Agency will perform, at its own expense, all activities it determines to be routine maintenance for the Westside Water Quality System identified in Exhibit A attached hereto.

3 The Local Agency is responsible for maintenance of the portion of the West Water Quality Facility that lies substantially outside CDOT Right of

Way. This includes the portions of the facility that lie substantially on Adams County property, as shown on Exhibit A.

4 The Local Agency shall inspect the Westside Water Quality System identified in Exhibit A attached hereto at the Local Agency's expense at least once every calendar year. The inspections shall be performed by a person experienced in inspecting such Facilities. Inspection reports shall be submitted in writing to CDOT each year for the Stormwater Quality Facilities that receive flows from CDOT ROW.

5 The Local Agency agrees to perform routine maintenance of the Westside Water Quality System and report maintenance activities to CDOT. This includes the portion located on Adams County property as shown on Exhibit A. The State and FHWA will make periodic inspections of the project to verify that such improvements are being adequately maintained.

6 In the event that the Local Agency fails to inspect, report, or properly maintain the Westside Water Quality System identified in Exhibit A, CDOT may issue a written notice to cure such deficiencies. In the event the deficiencies are not remedied within a reasonable timeframe after written notice of such deficiencies from CDOT to the Local Agency, CDOT may take whatever steps CDOT deems necessary to maintain the Westside Water Quality System, and the Local Agency shall reimburse CDOT its actual and documented costs for such maintenance repair work including labor, equipment, supplies and materials. If CDOT repairs any deficiencies, it is under no obligation to continue the routine maintenance of the Westside Water Quality System, or the repairs.

B. CDOT will be responsible for the following:

1 CDOT is responsible for ownership of the portion of the West Water Quality Facility that lie substantially within CDOT Right of Way.

2 CDOT will be responsible for replacement /reconstruction of the water quality structures that lie substantially within CDOT Right of Way.

C. Joint Responsibilities for The Parties:

1. In the event that safety concerns are identified relating to the Westside Water Quality System, The Parties will identify the proper course of action to maintain a safe and functional Westside Water Quality System.

2. The Parties, their successors and assigns shall hold harmless each other, each other's agents and employees for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the other arising out of or resulting from the repair, construction, presence, existence maintenance or use of the Westside Water Quality System.

3. The Local Agency agrees it will not remove or alter the Westside Water Quality System in such a way that modifies the documented treatment area as originally constructed. Should the Local Agency modify the Westside Water Quality System, the Parties will coordinate on the necessity of the changed treatment area and the Local Agency shall submit a drainage report to CDOT regarding said changes for approval. Such documentation shall be sent to CDOT within the calendar year.

4. Notwithstanding anything in this Agreement to the contrary, the Local Agency, in its sole discretion, may expand or increase the capacity of the

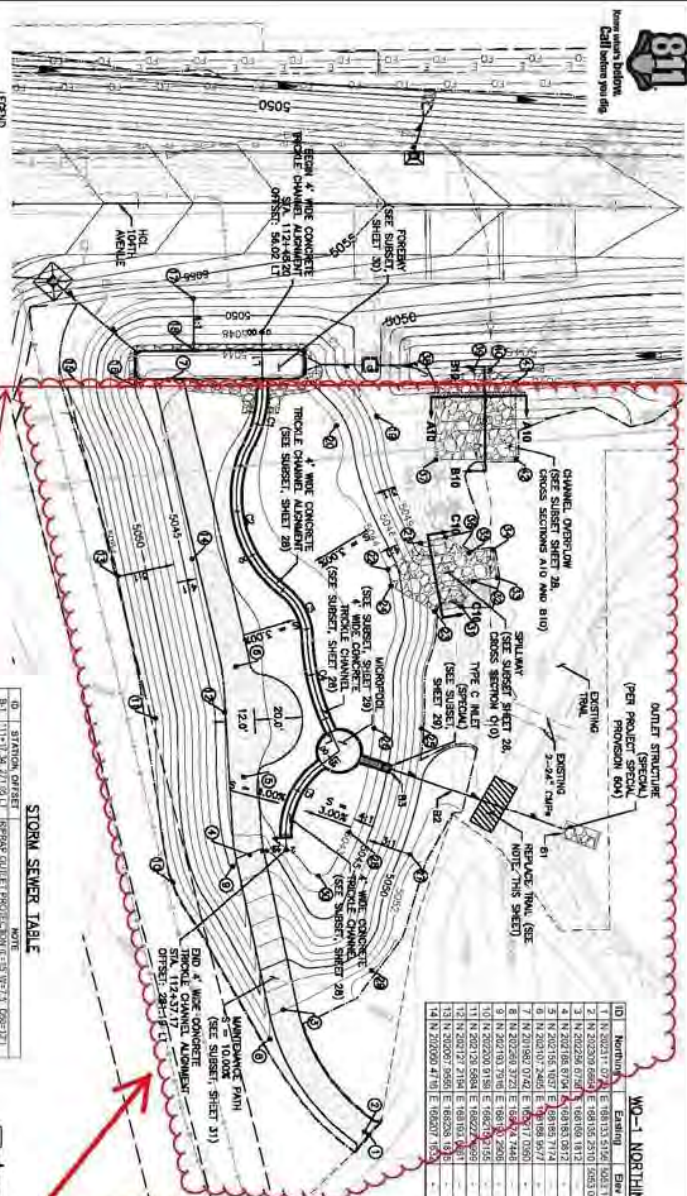
Westside Water Quality System and landscape the Westside Water Quality System on Adam's County property, as determined by the Local Agency.

5. Notwithstanding anything in this Agreement to the contrary, CDOT, in its sole discretion, may expand or increase the capacity of the Westside Water Quality System and landscape the Westside Water Quality System on CDOT's property, as determined by CDOT.

6. Any fines levied against either Party as a result of that Party's failure to comply with the terms of this agreement, shall be the sole and absolute responsibility of the offending Party.

7. All of the Local Agency's obligations under this section will only be in effect from the date of CDOT's final acceptance of the Westside Water Quality System, listed in Exhibit A of this Agreement.

RESPEC
WATER & NATURAL RESOURCES



MO-1 NORTHING AND EASTING TABLE

[illegible][illegible]

STORM SEWER TABLE

ID	STATION CODE	NOTE
B1	111-77.34.271.00 LT	REPAIR GULCH PROTECTION T=35 W=7.5, D=9.12
B2	111-58.13.267.42 LT	20' x 7' GORBLAGE PIPE CLASS 90
B3	111-64.42.245.39 LT	TYPE C GULCH (SPECCAL)

CURVE	LENGTH	RADIUS	DELTA	CHORD
C1	24.54	52.50	26°46'45"	52.50
C2	70.78	52.50	77°15'40"	52.50
C3	23.56	27.50	49°07'11"	27.50
C4	36.90	102.50	20°37'28"	102.50
C5	36.82	37.59	56°07'41"	37.59

LINE	LENGTH	BEARING	LINE DATA			
			START NORTHING	START EASTING	END NORTHING	END EASTING
1	24.75	H023°47'W	180.7815	181.7789		
2	1.67	H022°28'00"N	201.301462	202.188347	202.188347	181.615735
3	0.69	H027°30'54"E	2021.453.07	181.451.76	202.144.28	181.521.24
4	5.50	H027°31'02"W	2021.181.19	181.681.08	202.186.69	181.657.33

MAINTENANCE OF THE
LOCATION OF THE WATER
QUALITY POINT INSIDE
THIS BUILDING IS THE
RESPONSIBILITY OF
ADAMS COUNTY

Print Date: Jan 08, 2013
File Name: 10_1820267rhngeff009_WO-1.dgn
Horiz. Scale: As-Noted Vert. Scale: N/A

DAVID EVANS
PROFESSIONAL ENGINEER
1341 17th Street, Suite 800
Denver, Colorado 80202
Phone: 720.334.0589

Sheet Revisions	
Date:	Comments

Colorado Department of Transportation

 2000 South Holly Street
Denver, CO 80222
Phone: 303-757-9914 FAX: 303-757-9053

Region 6

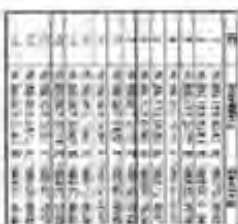
GMB

As Constructed
No Revision
Revised
Void

104TH AVENUE EXTENDED DETENTION BASIN MO-1		Project No./Code FBR 044-010
Designer: L. Roan	Structure Numbers	10206
Detainer: A. Telford		
Sheet Subject: DRAINAGE	Sheet Number: 10 of 31	Sheet Name

--	--	--	--	--

RESPEC
REPAIR & MAINTAINMENT SPECIALISTS
PO BOX 70000
DALLAS, TX 75270
TEL 972-861-1000



	Year	Value	Unit
1	2000	100	100
2	2001	100	100
3	2002	100	100
4	2003	100	100
5	2004	100	100
6	2005	100	100
7	2006	100	100
8	2007	100	100
9	2008	100	100
10	2009	100	100
11	2010	100	100
12	2011	100	100
13	2012	100	100
14	2013	100	100
15	2014	100	100
16	2015	100	100
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90	2089	100	100
91	2090	100	100
92	2091	100	100
93	2092	100	100
94	2093	100	100
95	2		

1. $\text{H}_2\text{O} + \text{CO}_2 \rightarrow \text{H}_2\text{CO}_3$
 2. $\text{H}_2\text{CO}_3 \rightarrow \text{H}^+ + \text{HCO}_3^-$
 3. $\text{HCO}_3^- \rightarrow \text{CO}_3^{2-} + \text{H}^+$
 4. $\text{CO}_3^{2-} + \text{H}^+ \rightarrow \text{HCO}_3^-$
 5. $\text{HCO}_3^- + \text{H}^+ \rightarrow \text{H}_2\text{CO}_3$
 6. $\text{H}_2\text{CO}_3 \rightarrow \text{H}_2\text{O} + \text{CO}_2$

[illegible]

Exhibit B



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: 12/11/18
SUBJECT: Municipal Court Video Services IGA
FROM: Michael McIntosh, Sheriff
AGENCY/DEPARTMENT: Sheriff's Office
HEARD AT STUDY SESSION ON : NA
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves the Intergovernmental Agreement between the cities of Brighton, Commerce City, Northglenn, Thornton, Westminster and the Adams County Sheriff's Office for the provision of municipal court video services.

BACKGROUND:

Inmates in the Adams County Detention Facility (Jail) with municipal charges are required to be advised of those charges by a municipal judge. For the safety and security of the Jail, and to prevent municipalities from having to transport inmates back and forth from the Jail to their courts, the cities have requested video court services be provided by Adams County. The Jail will provide court service on Monday, Tuesday, Wednesday, Thursday, and Friday between the hours of 12:30 and 16:30 based on a schedule determined by the Parties and maintained by Adams County.

In order to provide these services the Jail has hired, equipped, and trained Bailiffs, whose primary responsibility is facilitating municipal video court. The IGA and the costs associated with it are intended to cover the cost of the municipal video court program, including the personnel costs of the Bailiffs.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Sheriff's Office
Office of Emergency Management

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: 1**Cost Center: 2071**

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:	5904		81,000
Total Revenues:			<u>81,000</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></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 THE CITIES OF
BRIGHTON, COMMERCE CITY, NORTHGLENN, THORNTON, WESTMINSTER AND THE
ADAMS COUNTY SHERIFF'S OFFICE FOR THE PROVISION OF
MUNICIPAL COURT VIDEO SERVICES

Resolution 2018-

WHEREAS, the Cities Brighton, Commerce City, Northglenn, Thornton, and Westminster (the "Cities") have requested video court services be provided by Adams County on a continuous basis on the days of Monday, Tuesday, Wednesday, Thursday, and Friday between the hours of 12:30 and 16:30 pursuant to a schedule determined by the Cities and the Adams County Sheriff's Office (collectively, the "Parties") and maintained by Adams County; and,

WHEREAS, the Parties wish to enter into this IGA so that the Cities may use the services of Adams County employees to render, as applicable, video court services during the days of Monday, Tuesday, Wednesday, Thursday, and Friday between the hours of 12:30 and 16:30 only, pursuant to a schedule determined by the Parties and maintained by Adams County, throughout the term of this IGA; and,

WHEREAS, Adams County employs a number of personnel who are qualified and able to assist the Cities with the performance of said video court services; and,

WHEREAS, the Parties are willing to enter into this IGA to provide staffing support for municipal court video proceedings at the Adams County Detention Facility upon the terms and conditions contained in this IGA.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Intergovernmental Agreement between the Cities of Brighton, Commerce City, Northglenn, Thornton, and Westminster, and the Adams County Sheriff's Office for the provision of municipal court video services is hereby approved.

BE IT FURTHER RESOLVED, that the Chair of the BoCC and the Sheriff are hereby authorized to sign/execute said IGA on behalf of Adams County.

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITIES OF BRIGHTON,
COMMERCE CITY, NORTHGLENN, THORNTON, WESTMINSTER AND THE ADAMS
COUNTY SHERIFF'S OFFICE FOR THE PROVISION OF
MUNICIPAL COURT VIDEO SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT ("IGA") is made this _____ day of _____, 2018, the effective date, by and between the Cities of Brighton, Commerce City, Northglenn, Thornton, and Westminster, hereinafter referred to as the "Cities," and the Adams County Sheriff's Office, hereinafter referred to as "Adams County". The Cities and Adams County may be referred to herein collectively as the "Parties" and individually as a "Party."

WHEREAS, the Cities have requested video court services be provided by Adams County on a continuous basis on the days of Monday, Tuesday, Wednesday, Thursday, and Friday between the hours of 12:30 and 16:30 pursuant to a schedule determined by the Parties and maintained by Adams County; and

WHEREAS, the Parties wish to enter into this IGA so that the Cities may use the services of Adams County employees (herein referred to as "Assigned Employees") to render, as applicable, video court services during the days of Monday, Tuesday, Wednesday, Thursday, and Friday between the hours of 12:30 and 16:30 only, pursuant to a schedule determined by the Parties and maintained by Adams County, throughout the term of this IGA; and

WHEREAS, Adams County employs a number of personnel who are qualified and able to assist the Cities with the performance of said video court services; and

WHEREAS, the Parties are willing to enter into this IGA to provide staffing support for municipal court video proceedings at the Adams County Detention Facility upon the terms and conditions contained in this IGA.

NOW, THEREFORE, in consideration of the foregoing recitals, covenants, promises, terms and conditions set forth herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

A. Designated Coordinator. Each Party will designate a representative to act as the point of contact for the administration of this IGA.

B. Allocation of Staff. Adams County shall provide law enforcement video court security services during the days of Monday, Tuesday, Wednesday, Thursday, and Friday between the hours of 12:30 and 16:30. Adams County shall not be obligated to furnish law enforcement court security video court tasks outside of the times set forth in the schedule determined by the Parties and maintained by Adams County.

C. Assigned Employee Responsibilities. Assigned Employees shall be responsible for handling municipal court video support for and on behalf of the Cities during the times listed herein. The video court services shall include, but are not limited to the following:

- Assembling and producing municipal offenders for municipal court video proceedings at the Adams County Detention Facility
- Maintaining security and order during municipal court video proceedings
- Collecting official court documents completed by the offender

- Placing the original completed court documents in the Booking Unit on the same day as the advisal for pick up by the Cities and providing the court documents electronically if requested by the municipality
- Returning municipal offenders to their appropriate locations within the Adams County Detention Facility following the municipal video court proceedings

D. Employment Status of Assigned Employees. The Parties agree that the Assigned Employees shall remain employees of the Adams County Sheriff's Office and nothing herein shall be deemed to make an Assigned Employee an employee of the Cities for any purpose. While performing within the course and scope of this IGA, an Assigned Employee shall be and will remain an employee of the Adams County Sheriff's Office.

E. Rules of Conduct. The Parties agree that Assigned Employees shall be bound by rules, regulations and policies of Adams County. Any inconsistency or conflicts between the Parties regarding rules, regulations, policies and all operational disputes will immediately be brought to the attention of the other party and will be fully and finally addressed and resolved by the Sheriff and/or Chiefs of Police, the senior executive, or his or her designee in accordance with his or her determination of the best practices under the circumstances. The Parties may delegate this responsibility to a specific command officer or manager.

F. Fees. The Cities shall pay Adams County for the services described herein and the use of detention center space as a courtroom area according to the attached Exhibit A. Adams County may adjust said fee annually as necessary to reflect increased costs for providing municipal court video services to the Cities. No later than May 1st of each calendar year, Adams County will provide cost information and an annual usage analysis of each of the municipalities participating in this intergovernmental agreement, along with the associated fees for each jurisdiction for the following contract period. The fees for service will be divided proportionally, based on the usage analysis, between all parties receiving said municipal court video services. The Adams County Sheriff's Office Inmate Transport Unit will track each supported agency's request for assistance using the following categories:

- Number of municipal offenders produced for court
- Hours used for municipal video court services

G. Term. The term of this agreement shall be from January 1, 2019, to December 31, 2019. The Parties may renew this IGA for up to two (2) one-year renewals as mutually agreed upon in writing by the Parties.

H. Payment. Adams County shall submit an invoice to each of the Cities for the amount stated in Exhibit A for services to be provided over the term of the agreement. The Cities shall pay Adams County within thirty (30) days of the invoice date. Non-payment constitutes a material breach of this agreement and, unless corrected within fifteen (15) days of being sent written notice that payment was not received within thirty (30) days of the invoice date, the obligations of Adams County under this agreement shall automatically terminate with respect to the non-paying party only, relieving Adams County of any and all obligations herein, with respect to the non-paying party. Termination does not relieve the Cities of their obligation to pay Adams County for costs of previously Assigned Employees under this agreement.

I. Entire Agreement. This IGA embodies the entire understanding of the parties and supersedes any other agreement or understanding between the parties relating to the subject matter

of this IGA. No other oral or written representations made prior to the execution of this agreement shall constitute a part of the agreement. All amendments to this agreement shall be in writing and executed by the Parties, and no amendment shall be binding or effective unless a written amendment is so executed.

J. Annual Appropriation. All payments of the Cities under this IGA are subject to annual appropriation of funds by their governing bodies. Therefore, nothing in this IGA shall be deemed or construed as a multiple year fiscal obligation under the meaning of Colorado Constitution Article X, Section 20, also known as the TABOR amendment.

K. Severability. The provisions of this IGA are severable to the extent that any provision or application held to be invalid by a court of competent jurisdiction shall not affect any other provision or application of the IGA which may remain in effect without the invalid provision or application.

L. Governing Law. This IGA shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any dispute shall be in Adams County, Colorado.

M. Termination. Adams County or any Party may, at any time, terminate this IGA by giving the other Party not less than sixty (60) days' prior written notice. Any party terminating its participation pursuant to this provision shall not be entitled to any reimbursement of their share of the annual cost of providing municipal court video services.

N. Headings. Headings of this IGA are for convenience only and shall not affect the interpretation of this IGA.

O. Notices. Other than requests for staffing, written notices required under this IGA and all other correspondence between the parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

Brighton
City Manager's Office
500 S 4th Ave
Brighton, CO 80601

With a copy to:
Brighton Municipal Court
c/o Michelle Ramos, Court Administrator
3401 E Bromley Ln
Brighton, CO 80601

Commerce City
Name:
Title:
Address:

Northglenn
Name:
Title:
Address:

Thornton

Name:
Title:
Address:

Westminster

Name:
Title:
Address:

Adams County

Name: Marc Osborne
Title: Administrative Services Director
Address: 332 N 19th Ave, Brighton, CO 80601

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF the Parties have executed this IGA on the date first written above.

CITY OF BRIGHTON

By: Kenneth J. Kreutzer
Title: Mayor

Date:

ATTEST:

By: Natalie Hoel
Title: City Clerk

Approved as to form:

By: Jack D. Bajorek
Title: City Attorney

CITY OF COMMERCE CITY

By: Brian McBroom
Title: City Manager

Date

ATTEST:

By:
Title: City Clerk

Approved as to form:

By:
Title: City Attorney

CITY OF NORTHGLENN

By: Carol Dodge
Title: Mayor

Date

ATTEST:

By:
Title: City Clerk

Approved as to form:

By:
Title: City Attorney

CITY OF THORNTON

By: Kevin S. Woods
Title: City Manager

Date

ATTEST:

By: Kristen N. Rosenbaum
Title: City Clerk

Approved as to form:

By: Luis A. Corchado
Title: City Attorney

CITY OF WESTMINSTER

By: Don Tripp
Title: City Manager

Date

ATTEST:

By: Michelle Parker
Title: City Clerk

Approved as to form:

By: David Frankel
Title: City Attorney

ADAMS COUNTY SHERIFF'S OFFICE

Michael McIntosh
Sheriff

Printed Name

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

Chair

Date

ATTEST:

Deputy Clerk

Approved as to form:

Adams County Attorney's Office

EXHIBIT A:

City	Usage Tier	Cost per City for Agreement Term
Brighton	Low	\$ 8,000.00
Commerce City	Mid	\$ 15,000.00
Northglenn	Low	\$ 8,000.00
Thornton	High	\$ 25,000.00
Westminster	High	\$ 25,000.00
TOTAL		\$ 81,000.00

USAGE TIERS:

Low: 150 or less inmates per year

Mid: Between 150 and 250 inmates per year

High: 250 or more inmates per year



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: 12/11/18
SUBJECT: 2019 IGA with Brighton for Records Administrative Services
FROM: Mark Kluth
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 the agreement with Brighton for Law Enforcement Records Administrative Services in 2019.

BACKGROUND:

The attached IGA is for the Sheriff's Office to provide Law Enforcement Records Administrative services to Brighton. As is the case with Commerce City and Northglenn, Brighton will pay Adams County to offset all costs associated with providing the services.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Manager's Office
County Attorney'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: 1**Cost Center: 2018**

	Object Account	Subledger	Amount
Current Budgeted Revenue:	5885.4		\$37,862
Additional Revenue not included in Current Budget:			
Total Revenues:			<u>\$37,862</u>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7005		\$37,862
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>\$37,862</u>

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF BRIGHTON AND THE ADAMS COUNTY SHERIFF'S OFFICE FOR THE
PROVISION OF LAW ENFORCEMENT AND ADMINISTRATIVE PERSONNEL

Resolution

WHEREAS, the Brighton Police Department has requested administrative services be provided by the Adams County Sheriff's Office; and,

WHEREAS, the Adams County Sheriff's Office employs a number of personnel who are qualified and able to assist Brighton with the performance of administrative services; and,

WHEREAS, both parties wish to enter into the attached intergovernmental agreement for law enforcement related administrative records support.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Intergovernmental Agreement Between the City of Brighton and the Adams County Sheriff's Office for the Provision of Law Enforcement and Administrative Personnel, a copy of which is attached hereto and incorporated herein by this reference, is approved.

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

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BRIGHTON
AND THE ADAMS COUNTY SHERIFF'S OFFICE FOR THE PROVISION OF LAW
ENFORCEMENT AND ADMINISTRATIVE PERSONNEL**

THIS INTERGOVERNMENTAL AGREEMENT ("IGA") is made this_____ day of _____, 2018, the effective date, by and between the City of Brighton, hereinafter referred to as "Brighton," and the Adams County Sheriff's Office hereinafter referred to as "Adams County". Brighton and Adams County may be referred to herein collectively as the "Parties" and individually as a "Party."

WHEREAS, Brighton has requested administrative services be provided by Adams County on a continuous basis between the hours of 2200hrs and 0600hrs only, every day of the year; and

WHEREAS, Adams County employs a number of personnel who are qualified and able to assist Brighton with the performance of said administrative services; and

WHEREAS, the Parties wish to enter into this IGA so that Brighton may use the services of Adams County employees (herein referred to as "Assigned Employees") to render, as applicable, administrative services during the hours of 2200hrs and 0600hrs only, as specifically designated by Adams County throughout the term of this IGA; and

WHEREAS, the Parties are willing to enter into this IGA to provide law enforcement related administrative records support upon the terms and conditions contained in this IGA.

NOW, THEREFORE, in consideration of the foregoing recitals, the covenants, promises, terms and conditions set forth herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

A. Designated Coordinator. Each Party will designate a representative to act as the point of contact for the administration of this IGA.

B. Allocation of Staff. Adams County shall provide law enforcement administrative records services during the hours of 2200hrs and 0600hrs only, every day of the year, whether it is via telephone, police radios, facsimile or email. Adams County shall not be obligated to furnish law enforcement administrative tasks outside of the times listed herein.

C. Assigned Employee Responsibilities. Assigned Employees who are titled Records Specialists shall be responsible for handling administrative support for and on behalf of Brighton during the times listed herein. The administrative support responsibilities shall include, but are not limited to the following:

- NCIC and CCIC terminal monitoring
- Hit confirmations
- Warrant, Person(s), Vehicle(s), Property and other entries & clearances as needed
- Impounds and Private Tows
- Notifications

D. Employment Status of Assigned Employees. The Parties agree that the Assigned Employees shall remain employees of the Adams County Sheriff's Office and nothing herein shall be deemed to make an Assigned Employee an employee of Brighton for any purpose. While performing within the course and scope of this IGA, an Assigned Employee shall be and remain an employee of the Adams County Sheriff's Office.

E. Rules of Conduct. The Parties agree that Assigned Employees shall be bound by rules, regulations and policies of Adams County. Any inconsistency or conflicts between the Parties regarding rules, regulations, policies and all operational disputes will immediately be brought to the attention of the other party and will be fully and finally addressed and resolved by the Sheriff and/or Chief of Police, the senior executive, or his or her designee in accordance with his or her determination of the best practices under the circumstances. The Parties may delegate this responsibility to a specific command officer or manager.

F. Fees. Assigned Employees. Brighton shall pay Adams County for administrative services at the rate of \$37,862.00/year. Adams County may adjust said fee annually as necessary to reflect increased costs for providing administrative services to Brighton. Adams County is entering into several similar intergovernmental agreements with other municipalities. No later than May 1st of each calendar year Adams County will provide an annual usage analysis of each of the municipalities with whom it has a similar intergovernmental agreement, along with the recommended associated fees for each jurisdiction for the following year. The recommended fees for service will be divided proportionally, based on the usage analysis, between all parties receiving said administrative law enforcement services. The Adams County Administrative Services staff will be required to track each supported agency's request for assistance using the following categories:

- Phone/Email (including nature of request)
- Locates/Cancel/Confirmations
- Impounds/Repo/Private Tows
- NCIC/CCIC Entries/Clearances

G. Term. The term of this agreement shall be from January 1, 2019 to December 31, 2019.

H. Payment. By the 15th of each month, Adams County shall submit an invoice to Brighton for 1/12 of the amount stated in Paragraph F for services provided the previous month. Brighton shall pay Adams County within thirty (30) days of the invoice date. Non-payment constitutes a material breach of this agreement and unless corrected, this agreement shall automatically terminate, relieving Adams County of any and all obligations herein. Termination does not relieve Brighton of its obligation to pay Adams County for costs of previously Assigned Employees under this agreement.

I. Indemnification. To the extent permitted by law, Brighton shall indemnify, defend, save and hold harmless Adams County, its departments, agencies, boards, commissions, officers, officials, agents, and employees ("Indemnitee") for, from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) ("Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent acts of the Assigned Employees. Nothing in this IGA is meant to waive the parties' protections pursuant to the Colorado Governmental Immunity Act.

J. Entire Agreement. This IGA embodies the entire understanding of the parties and supersedes any other agreement or understanding between the parties relating to the subject matter of this IGA. No other oral or written representations made prior to the execution of this agreement shall constitute a part of the agreement. All amendments to this agreement shall be in writing and executed by both parties, and no amendment shall be binding or effective unless a written amendment is so executed.

K. Severability. The provisions of this IGA are severable to the extent that any provision or application held to be invalid by a court of competent jurisdiction shall not affect any other provision or application of the IGA which may remain in effect without the invalid provision or application.

L. Governing Law. This IGA shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any dispute shall be in Adams County, Colorado.

M. Termination. Either Party may, at any time, terminate this IGA by giving the other Party not less than sixty (60) days prior written notice.

N. Headings. Headings of this IGA are for convenience only and shall not affect the interpretation of this IGA.

O. Notices. Other than requests for staffing, written notices required under this IGA and all other correspondence between the parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

Brighton

Name:
Title:
Address:

Adams County

Name: Mark Kluth
Title: Finance Manager
Address: 332 N 19th Ave, Brighton, CO 80601

IN WITNESS WHEREOF the Parties have executed this IGA on the date first written above.

CITY OF BRIGHTON

Chief of Police

ATTEST:

NAME, City Clerk

Approved as to form:

City Attorney

ADAMS COUNTY SHERIFF'S OFFICE

Sheriff

Printed Name

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

Chair

Date

ATTEST:

Deputy Clerk

Approved as to form:

Adams County Attorney's Office



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: 12/11/18
SUBJECT: 2019 IGA with Commerce City for Records Administrative Services
FROM: Mark Kluth
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 the agreement with Commerce City for Law Enforcement Records Administrative Services in 2019.

BACKGROUND:

The attached IGA is for the Sheriff's Office to provide Law Enforcement Records Administrative services to Commerce City. As is the case with Northglenn and Brighton, Commerce City will pay Adams County to offset all costs associated with providing the services.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Manager's Office
County Attorney'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: 1**Cost Center: 2018**

	Object Account	Subledger	Amount
Current Budgeted Revenue:	5885.4		\$58,250
Additional Revenue not included in Current Budget:			
Total Revenues:			<u>\$58,250</u>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7005		\$58,250
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>\$58,250</u>

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF COMMERCE CITY AND THE ADAMS COUNTY SHERIFF'S OFFICE FOR
THE PROVISION OF LAW ENFORCEMENT AND ADMINISTRATIVE PERSONNEL

Resolution

WHEREAS, the Commerce City Police Department has requested administrative services be provided by the Adams County Sheriff's Office; and,

WHEREAS, the Adams County Sheriff's Office employs a number of personnel who are qualified and able to assist Commerce City with the performance of administrative services; and,

WHEREAS, both parties wish to enter into the attached intergovernmental agreement for law enforcement related administrative records support.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Intergovernmental Agreement Between the City of Commerce City and the Adams County Sheriff's Office for the Provision of Law Enforcement and Administrative Personnel, a copy of which is attached hereto and incorporated herein by this reference, is approved.

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

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF COMMERCE
CITY AND THE ADAMS COUNTY SHERIFF'S OFFICE FOR THE PROVISION OF
LAW ENFORCEMENT AND ADMINISTRATIVE PERSONNEL**

THIS INTERGOVERNMENTAL AGREEMENT ("IGA") is made this_____ day of _____, 2018, the effective date, by and between the City of Commerce City, hereinafter referred to as "Commerce City," and the Adams County Sheriff's Office hereinafter referred to as "Adams County". Commerce City and Adams County may be referred to herein collectively as the "Parties" and individually as a "Party."

WHEREAS, Commerce City has requested administrative services be provided by Adams County on a continuous basis between the hours of 2200hrs and 0600hrs only, every day of the year; and

WHEREAS, Adams County employs a number of personnel who are qualified and able to assist Commerce City with the performance of said administrative services; and

WHEREAS, the Parties wish to enter into this IGA so that Commerce City may use the services of Adams County employees (herein referred to as "Assigned Employees") to render, as applicable, administrative services during the hours of 2200hrs and 0600hrs only, as specifically designated by Adams County throughout the term of this IGA; and

WHEREAS, the Parties are willing to enter into this IGA to provide law enforcement related administrative records support upon the terms and conditions contained in this IGA.

NOW, THEREFORE, in consideration of the foregoing recitals, the covenants, promises, terms and conditions set forth herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

A. Designated Coordinator. Each Party will designate a representative to act as the point of contact for the administration of this IGA.

B. Allocation of Staff. Adams County shall provide law enforcement administrative records services during the hours of 2200hrs and 0600hrs only, every day of the year, whether it is via telephone, police radios, facsimile or email. Adams County shall not be obligated to furnish law enforcement administrative tasks outside of the times listed herein.

C. Assigned Employee Responsibilities. Assigned Employees who are titled Records Specialists shall be responsible for handling administrative support for and on behalf of Commerce City during the times listed herein. The administrative support responsibilities shall include, but are not limited to the following:

- NCIC and CCIC terminal monitoring
- Hit confirmations
- Warrant, Person(s), Vehicle(s), Property and other entries & clearances as needed
- Impounds and Private Tows
- Notifications

D. Employment Status of Assigned Employees. The Parties agree that the Assigned Employees shall remain employees of the Adams County Sheriff's Office and nothing herein shall be deemed to make an Assigned Employee an employee of Commerce City for any purpose. While performing within the course and scope of this IGA, an Assigned Employee shall be and remain an employee of the Adams County Sheriff's Office.

E. Rules of Conduct. The Parties agree that Assigned Employees shall be bound by rules, regulations and policies of Adams County. Any inconsistency or conflicts between the Parties regarding rules, regulations, policies and all operational disputes will immediately be brought to the attention of the other party and will be fully and finally addressed and resolved by the Sheriff and/or Chief of Police, the senior executive, or his or her designee in accordance with his or her determination of the best practices under the circumstances. The Parties may delegate this responsibility to a specific command officer or manager.

F. Fees. Assigned Employees. Commerce City shall pay Adams County for administrative services at the rate of \$58,250.00/year. Adams County may adjust said fee annually as necessary to reflect increased costs for providing administrative services to Commerce City. Adams County is entering into several similar intergovernmental agreements with other municipalities. No later than May 1st of each calendar year Adams County will provide an annual usage analysis of each of the municipalities with whom it has a similar intergovernmental agreement, along with the recommended associated fees for each jurisdiction for the following year. The recommended fees for service will be divided proportionally, based on the usage analysis, between all parties receiving said administrative law enforcement services. The Adams County Administrative Services staff will be required to track each supported agency's request for assistance using the following categories:

- Phone/Email (including nature of request)
- Locates/Cancel/Confirmations
- Impounds/Repo/Private Tows
- NCIC/CCIC Entries/Clearances

G. Term. The term of this agreement shall be from January 1, 2019 to December 31, 2019.

H. Payment. By the 15th of each month, Adams County shall submit an invoice to Commerce City for 1/12 of the amount stated in Paragraph F for services provided the previous month. Commerce City shall pay Adams County within thirty (30) days of the invoice date. Non-payment constitutes a material breach of this agreement and unless corrected, this agreement shall automatically terminate, relieving Adams County of any and all obligations herein. Termination does not relieve Commerce City of its obligation to pay Adams County for costs of previously Assigned Employees under this agreement.

I. Indemnification. To the extent permitted by law, Commerce City shall indemnify, defend, save and hold harmless Adams County, its departments, agencies, boards, commissions, officers, officials, agents, and employees ("Indemnatee") for, from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) ("Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent acts of the Assigned Employees. Nothing in this IGA is meant to waive the parties' protections pursuant to the Colorado Governmental Immunity Act.

J. Entire Agreement. This IGA embodies the entire understanding of the parties and supersedes any other agreement or understanding between the parties relating to the subject matter of this IGA. No other oral or written representations made prior to the execution of this agreement shall constitute a part of the agreement. All amendments to this agreement shall be in writing and executed by both parties, and no amendment shall be binding or effective unless a written amendment is so executed.

K. Severability. The provisions of this IGA are severable to the extent that any provision or application held to be invalid by a court of competent jurisdiction shall not affect any other provision or application of the IGA which may remain in effect without the invalid provision or application.

L. Governing Law. This IGA shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any dispute shall be in Adams County, Colorado.

M. Termination. Either Party may, at any time, terminate this IGA by giving the other Party not less than sixty (60) days prior written notice.

N. Headings. Headings of this IGA are for convenience only and shall not affect the interpretation of this IGA.

O. Notices. Other than requests for staffing, written notices required under this IGA and all other correspondence between the parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

Commerce City

Name:

Title:

Address:

Adams County

Name: Mark Kluth

Title: Finance Manager

Address: 332 N 19th Ave, Brighton, CO 80601

IN WITNESS WHEREOF the Parties have executed this IGA on the date first written above.

CITY OF COMMERCE CITY

Chief of Police

ATTEST:

NAME, City Clerk

Approved as to form:

City Attorney

ADAMS COUNTY SHERIFF'S OFFICE

Sheriff

Printed Name

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

Chair

Date

ATTEST:

Deputy Clerk

Approved as to form:

Adams County Attorney's Office



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: 12/11/18
SUBJECT: 2019 IGA with Northglenn for Records Administrative Services
FROM: Mark Kluth
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 the agreement with Northglenn for Law Enforcement Records Administrative Services in 2019.

BACKGROUND:

The attached IGA is for the Sheriff's Office to provide Law Enforcement Records Administrative services to Northglenn. As is the case with Commerce City and Brighton, Northglenn will pay Adams County to offset all costs associated with providing the services.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Manager's Office
County Attorney'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: 1**Cost Center: 2018**

	Object Account	Subledger	Amount
Current Budgeted Revenue:	5885.4		\$49,512
Additional Revenue not included in Current Budget:			
Total Revenues:			<u>\$49,512</u>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7005		\$49,512
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>\$49,512</u>

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF NORTHGLENN AND THE ADAMS COUNTY SHERIFF'S OFFICE FOR
THE PROVISION OF LAW ENFORCEMENT AND ADMINISTRATIVE PERSONNEL

Resolution

WHEREAS, the Northglenn Police Department has requested administrative services be provided by the Adams County Sheriff's Office; and,

WHEREAS, the Adams County Sheriff's Office employs a number of personnel who are qualified and able to assist Northglenn with the performance of administrative services; and,

WHEREAS, both parties wish to enter into the attached intergovernmental agreement for law enforcement related administrative records support.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Intergovernmental Agreement Between the City of Northglenn and the Adams County Sheriff's Office for the Provision of Law Enforcement and Administrative Personnel, a copy of which is attached hereto and incorporated herein by this reference, is approved.

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

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF NORTHGLENN
AND THE ADAMS COUNTY SHERIFF'S OFFICE FOR THE PROVISION OF LAW
ENFORCEMENT AND ADMINISTRATIVE PERSONNEL**

THIS INTERGOVERNMENTAL AGREEMENT ("IGA") is made this_____ day of _____, 2018, the effective date, by and between the City of Northglenn, hereinafter referred to as "Northglenn," and the Adams County Sheriff's Office hereinafter referred to as "Adams County". Northglenn and Adams County may be referred to herein collectively as the "Parties" and individually as a "Party."

WHEREAS, Northglenn has requested administrative services be provided by Adams County on a continuous basis between the hours of 2200hrs and 0600hrs only, every day of the year; and

WHEREAS, Adams County employs a number of personnel who are qualified and able to assist Northglenn with the performance of said administrative services; and

WHEREAS, the Parties wish to enter into this IGA so that Northglenn may use the services of Adams County employees (herein referred to as "Assigned Employees") to render, as applicable, administrative services during the hours of 2200hrs and 0600hrs only, as specifically designated by Adams County throughout the term of this IGA; and

WHEREAS, the Parties are willing to enter into this IGA to provide law enforcement related administrative records support upon the terms and conditions contained in this IGA.

NOW, THEREFORE, in consideration of the foregoing recitals, the covenants, promises, terms and conditions set forth herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

A. Designated Coordinator. Each Party will designate a representative to act as the point of contact for the administration of this IGA.

B. Allocation of Staff. Adams County shall provide law enforcement administrative records services during the hours of 2200hrs and 0600hrs only, every day of the year, whether it is via telephone, police radios, facsimile or email. Adams County shall not be obligated to furnish law enforcement administrative tasks outside of the times listed herein.

C. Assigned Employee Responsibilities. Assigned Employees who are titled Records Specialists shall be responsible for handling administrative support for and on behalf of Northglenn during the times listed herein. The administrative support responsibilities shall include, but are not limited to the following:

- NCIC and CCIC terminal monitoring
- Hit confirmations
- Warrant, Person(s), Vehicle(s), Property and other entries & clearances as needed
- Impounds and Private Tows
- Notifications

D. Employment Status of Assigned Employees. The Parties agree that the Assigned Employees shall remain employees of the Adams County Sheriff's Office and nothing herein shall be deemed to make an Assigned Employee an employee of Northglenn for any purpose. While performing within the course and scope of this IGA, an Assigned Employee shall be and remain an employee of the Adams County Sheriff's Office.

E. Rules of Conduct. The Parties agree that Assigned Employees shall be bound by rules, regulations and policies of Adams County. Any inconsistency or conflicts between the Parties regarding rules, regulations, policies and all operational disputes will immediately be brought to the attention of the other party and will be fully and finally addressed and resolved by the Sheriff and/or Chief of Police, the senior executive, or his or her designee in accordance with his or her determination of the best practices under the circumstances. The Parties may delegate this responsibility to a specific command officer or manager.

F. Fees. Assigned Employees. Northglenn shall pay Adams County for administrative services at the rate of \$49,512.00/year. Adams County may adjust said fee annually as necessary to reflect increased costs for providing administrative services to Northglenn. Adams County is entering into several similar intergovernmental agreements with other municipalities. No later than May 1st of each calendar year Adams County will provide an annual usage analysis of each of the municipalities with whom it has a similar intergovernmental agreement, along with the recommended associated fees for each jurisdiction for the following year. The recommended fees for service will be divided proportionally, based on the usage analysis, between all parties receiving said administrative law enforcement services. The Adams County Administrative Services staff will be required to track each supported agency's request for assistance using the following categories:

- Phone/Email (including nature of request)
- Locates/Cancel/Confirmations
- Impounds/Repo/Private Tows
- NCIC/CCIC Entries/Clearances

G. Term. The term of this agreement shall be from January 1, 2019 to December 31, 2019.

H. Payment. By the 15th of each month, Adams County shall submit an invoice to Northglenn for 1/12 of the amount stated in Paragraph F for services provided the previous month. Northglenn shall pay Adams County within thirty (30) days of the invoice date. Non-payment constitutes a material breach of this agreement and unless corrected, this agreement shall automatically terminate, relieving Adams County of any and all obligations herein. Termination does not relieve Northglenn of its obligation to pay Adams County for costs of previously Assigned Employees under this agreement.

I. Indemnification. To the extent permitted by law, Northglenn shall indemnify, defend, save and hold harmless Adams County, its departments, agencies, boards, commissions, officers, officials, agents, and employees ("Indemnatee") for, from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) ("Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent acts of the Assigned Employees. Nothing in this IGA is meant to waive the parties' protections pursuant to the Colorado Governmental Immunity Act.

J. Entire Agreement. This IGA embodies the entire understanding of the parties and supersedes any other agreement or understanding between the parties relating to the subject matter of this IGA. No other oral or written representations made prior to the execution of this agreement shall constitute a part of the agreement. All amendments to this agreement shall be in writing and executed by both parties, and no amendment shall be binding or effective unless a written amendment is so executed.

K. Severability. The provisions of this IGA are severable to the extent that any provision or application held to be invalid by a court of competent jurisdiction shall not affect any other provision or application of the IGA which may remain in effect without the invalid provision or application.

L. Governing Law. This IGA shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any dispute shall be in Adams County, Colorado.

M. Termination. Either Party may, at any time, terminate this IGA by giving the other Party not less than sixty (60) days prior written notice.

N. Headings. Headings of this IGA are for convenience only and shall not affect the interpretation of this IGA.

O. Notices. Other than requests for staffing, written notices required under this IGA and all other correspondence between the parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

Northglenn

Name:
Title:
Address:

Adams County

Name: Mark Kluth
Title: Finance Manager
Address: 332 N 19th Ave, Brighton, CO 80601

IN WITNESS WHEREOF the Parties have executed this IGA on the date first written above.

CITY OF NORTHGLENN

Mayor Carol Dodge

ATTEST:

NAME, City Clerk

Approved as to form:

City Attorney

ADAMS COUNTY SHERIFF'S OFFICE

Sheriff

Printed Name

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

Chair

Date

ATTEST:

Deputy Clerk

Approved as to form:

Adams County Attorney's Office



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: 12/11/18
SUBJECT: Approval of Incentive Agreement with MAXAR Technologies Holdings, Inc.
FROM: Tricia Allen, ACED
AGENCY/DEPARTMENT: ACED
HEARD AT STUDY SESSION ON: February 13, 2018
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves the contract for MAXAR Technology.

BACKGROUND:

In December 2014, the County entered into a tax incentive agreement with DigitalGlobe, Inc for personal property at their headquarters at 1300 W. 120th Avenue in Adams County.

In October 2017, MacDonald, Dettwiler and Associates Ltd. (MDA) completed a \$2.4 billion merger with DigitalGlobe and rebranded as MAXAR Technologies.

MAXAR Technologies is a leading global provider of advanced space technology solutions for commercial and government markets including satellites, Earth imagery, geospatial data and analytics. MAXAR Technologies has 6,500 employees — about 4,600 in the U.S., 1,800 in Canada, and 100 across the rest of the world.

MAXAR Technologies is relocating its corporate headquarters to 1300 W. 120th Avenue in Adams County. The company has four business units operating at this location:

DigitalGlobe - An industry leader providing the highest resolution Earth imagery and information about our changing planet.

Radiant Solutions - A highly-specialized provider of cleared talent that delivers geospatial data, analytics, software and services that facilitate insights and intelligence where and when it matters most.

MDA - An internationally recognized leader in space robotics, satellite antennas and subsystems, surveillance and intelligence systems, defense and maritime systems, and geospatial radar imagery.

SSL - The world's leading provider of commercial and government satellite systems that shapes communications across the globe.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

ACED, Community and Economic Development

ATTACHED DOCUMENTS:

Resolution

Incentive Agreement between Adams County and Maxar Technologies Holdings, Inc.

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 X NO

Future Amendment Needed: ☐ YES X NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING THE INCENTIVE AGREEMENT BETWEEN ADAMS
COUNTY AND MAXAR TECHNOLOGIES HOLDINGS, INC.

WHEREAS, In December 2014, the County entered into a tax incentive agreement with DigitalGlobe, Inc for personal property at their headquarters at 1300 W. 120th Avenue in Adams County; and,

WHEREAS, In October 2017, MacDonald, Dettwiler and Associates Ltd. (MDA) completed a \$2.4 billion merger with DigitalGlobe and rebranded as MAXAR Technologies; and,

WHEREAS, MAXAR Technologies is relocating its corporate headquarters to 1300 W. 120th Avenue in Adams County; and,

WHEREAS, MAXAR Technologies wishes to terminate the incentive agreement between Adams County and DigitalGlobe, Inc. and enter into a new incentive agreement with Adams County, and,

WHEREAS, the County finds that the Facility will substantially benefit the public, through the retention of employees, the generation of new jobs and the increase in tax base in the County; and,

WHEREAS, §30-11-123, C.R.S., provides for incentive payment based on personal property taxes to any taxpayer who qualifies under C.R.S. § 39-30-105(7)(e).

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Incentive Agreement between Adams County and MAXAR Technologies Holdings, Inc. is hereby approved.

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

INCENTIVE AGREEMENT
(Personal Property Tax)

THIS AGREEMENT is made and entered into this ____ day of March, 2018, by and between **MAXAR Technologies Holdings, Inc.**, located at 1300 W. 120th Avenue, Westminster, CO 80234 (hereinafter referred to as "**Taxpayer**"), and Adams County, Colorado, a body politic and corporate under the laws of the State of Colorado (hereinafter "County").

WITNESSETH:

WHEREAS, in December 2014, County entered into a tax incentive agreement with DigitalGlobe, Inc., for personal property at DigitalGlobe Inc.'s re-located headquarters, a 482,000 square foot facility located at 1300 W. 120th Avenue, in Adams County, Colorado (the "Facility"); and,

WHEREAS, **Taxpayer** has acquired DigitalGlobe, Inc. and wishes to terminate the December 2014 tax incentive agreement and enter into a new tax incentive agreement with County for the Facility; and,

WHEREAS, the County deems it to be in its best interests to have **Taxpayer** re-locate and establish its Facility in Adams County and to receive revenues from the development occurring thereon upon the terms and conditions contained herein; and,

WHEREAS, **Taxpayer** has established a new business facility as defined in C.R.S. § 39-30-105(7)(e); and,

WHEREAS, the County finds that the Facility will substantially benefit the public, through the retention of employees, the generation of new jobs and the increase in tax base in the County; and,

WHEREAS, §30-11-123, C.R.S., provides for incentive payment based on personal property taxes to any taxpayer who qualifies under C.R.S. § 39-30-105(7)(e).

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. Incentive payment. The County agrees to make nine (9) annual incentive payments to **Taxpayer**. The amount of each incentive payment shall be the lesser of: (1) \$528,245 for assessment year 2017; \$673,689 for assessment

year 2018; \$787,453 for assessment year 2019; \$869,537 for assessment year 2020; \$597,963 for assessment year 2021; \$597,963 for assessment year 2022; \$597,963 for assessment year 2023; \$597,963 for assessment year 2024; \$597,963 for assessment year 2025; OR (2) fifty percent (50%) of the amount of the taxes levied by the County¹ upon the taxable personal property directly attributable to the Facility, located at or within such Facility, and used in connection with the operation of such Facility for the applicable property tax year. In no event shall the total amount of the incentive payments exceed \$5,848,739.

Proof of payment of the taxes to the County Treasurer for the Facility must be submitted each year by **Taxpayer** to the Director of the Adams County Department of Fiscal Affairs before any incentive payment is due. Proof of payment of taxes for each incentive year must be submitted by **Taxpayer** no later than December 31 of the year taxes are due. **Taxpayer understands and agrees that failure to submit proof of payment of taxes to the Adams County Department of Fiscal Affairs by December 31 of the year taxes are due shall result in a waiver of the incentive payment due on the tax payment not presented by the December 31 deadline, and the County shall be released from its obligation to pay the incentive payment for that tax year.**

Each incentive payment shall be due and payable within sixty days of receipt of proof of payment of taxes. **Taxpayer** waives the right to file a protest or seek an abatement or refund with respect to the tax years enumerated in the first paragraph of this Section 1.

2. Condition Precedent. The County has appropriated sufficient funds for this Agreement for the current fiscal year. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

3. Attorney's Fees and Costs of Suit. The parties agree that in the event any suit is brought under this Agreement, each party shall pay its own attorney's fees, costs and expenses.

4. Assignment. None of the rights, duties and obligations of **Taxpayer** hereunder may be assigned.

¹ Taxes levied by other taxing entities such as school districts, municipalities, special districts, etc., are not County funds and are, therefore, not included in this calculation.

5. Term of Agreement. The term of this Agreement shall not exceed nine (9) years of assessments.

6. Entire Agreement, Amendments. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations, other than those contained herein. This Agreement may be amended only by written agreement between **Taxpayer** and the County acting pursuant to Board authorization.

7. Remedies. This Agreement shall be interpreted according to, and shall be governed by, the laws of the State of Colorado, whose courts shall have exclusive jurisdiction over any claim or cause of action arising hereunder. Venue for any suit arising under this Agreement shall be in Adams County, Colorado.

8. Severability. The parties agree that if any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provisions held to be invalid.

9. Effective Date. This Agreement shall become effective and binding upon the parties immediately upon execution by all parties hereto.

10. Jobs for Adams County Residents. For purposes of this Agreement, "Employee" will have the meaning set forth in C.R.S. 39-30-105(7)(f). **Taxpayer** has represented that it and its affiliates plan to retain eight hundred and seven (807) Employees and to add an additional four hundred Employees at the Facility by the end of calendar year 2025. **Taxpayer** agrees to have the following minimum number of Employees at the Facility during the term of this Agreement: 807 for assessment year 2017; 845 for assessment year 2018; 886 for assessment year 2019; 928 for assessment year 2020; 972 for assessment year 2021; 1018 for assessment year 2022; 1067 for assessment year 2023; 1117 for assessment year 2024; and 1207 for assessment year 2025. The obligations of the County under this Agreement are conditioned upon compliance by **Taxpayer** with this representation. **Taxpayer** agrees to make available to the County sufficient records of employment to establish compliance, at the request of the County.

11. Warranty. **Taxpayer** represents and warrants that the Facility relocation and establishment that is contemplated herein qualifies for tax incentives under applicable Colorado law.

12. Termination of DigitalGlobe, Inc., Tax Incentive Agreement. Upon full execution of this Agreement, the December 2014 tax incentive agreement between County and DigitalGlobe, Inc., is terminated, and the parties shall have no further rights or obligations with respect to the December 2014 tax incentive agreement.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officials to execute this Agreement on their behalf.

Dated this ____ day of November, 2018.

COUNTY OF ADAMS
STATE OF COLORADO

ATTEST:
STAN MARTIN, CLERK

By: Chair, Board of County Commissioners

Deputy Clerk

Approved as to form:

MAXAR Technologies Holdings, Inc.

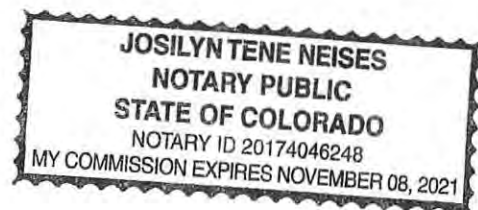
Michelle Kley
By: Michelle Kley
Title: SRP, General Counsel

Subscribed and sworn to before me this 27th day of November,
2018, by Michelle Kley.

Josilyn Neises
Notary Public

My commission expires: Nov 08, 2021

With respect to Section 12 only.



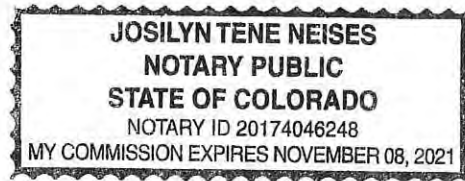
DigitalGlobe, Inc.

Michelle Kley
By: Michelle Kley
Title: Secretary

Subscribed and sworn to before me this 27th day of November,
2018, by Michelle Kley.

Josilyn Neises
Notary Public

My commission expires: Nov. 08, 2021





PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 11, 2018
SUBJECT: 2019 Town of Bennett IGA for Law Enforcement Services
FROM: Elissa McLean, Contract Specialist
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 2018 agreement with the Town of Bennett for law enforcement services will end on 12/31/2018. This new IGA will continue law enforcement services to the Town of Bennett from 1/1/2019 through 12/31/2019.

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		\$574,000
Additional Revenue not included in Current Budget:			
Total Revenues:			\$574,000

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7005		\$574,000
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			\$574,000

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

At the time of budget development, the projected Bennet Contract amount was \$574,000. After discussions with the Town of Bennett, the final agreed upon amount is \$376,498 for 2019.

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 Three Hundred Seventy-Six Thousand, Four Hundred Ninety-Five Dollars (\$376,495.00) 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, 2019 through December 31, 2019, 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 _____, 2018, 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 2019, 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, 2019 and ending on December 31, 2019. 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 ***Three Hundred Seventy-Six Thousand Four Hundred Ninety-five Dollars (\$376,495.00)*** 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

C. 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.

D. 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."

E. 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.

F. 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.

G. 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.

H. 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.

I. 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

H. 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.

I. Paragraph Headings

Paragraph headings are inserted for the convenience of reference only.

J. 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.

K. 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.

L. 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.

M. 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.

IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto.

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

Chair

Date

Attest:

Stan Martin, Clerk and Recorder

Date

Approved as to Form:

Adams County Attorney's Office

ADAMS COUNTY SHERIFF'S OFFICE

Michael T. McIntosh, Sheriff

Date

STATE OF COLORADO)
) ss.
COUNTY OF ADAMS)

Signed and sworn to before me this _____ day of _____, 2018

Notary Public

My Commission Expires on: _____

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 2019: 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 2019, 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. The total base sum of these services for the term of this Agreement which Bennett agrees to pay the County is *Three Hundred Seventy-six Thousand, Four Hundred Ninety-five Dollars (\$376,495.00)*.

ATTACHMENT B
LAW ENFORCEMENT IGA WITH TOWN OF BENNETT

	<u>Deputy</u>	<u>Detective</u>	<u>Sergeant</u>	<u>Commander</u>
Salary Midpoint	\$65,954	\$69,907	\$94,053	\$108,909
Benefits 32.5%	21,435	22,720	30,567	35,395
Personnel Total	\$87,389	\$92,627	\$124,621	\$144,304
Equipment Replacement Costs				
<i>Uniforms/Gear Replacement (Annual Cost)</i>	<i>671</i>	<i>671</i>	<i>671</i>	<i>671</i>
<i>Ballistic Vest Replacement (5 year replacement)</i>	<i>280</i>	<i>280</i>	<i>280</i>	<i>280</i>
<i>Computer Replacement (5 year replacement)</i>	<i>680</i>	<i>680</i>	<i>680</i>	<i>680</i>
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	\$123,519	\$117,764	\$160,751	\$180,434
Allocated Personnel Per Contract	2.000	0.375	0.250	0.250
Grand Total	\$247,037	\$44,161	\$40,188	\$45,108
Contract Total	\$376,495			

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

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 11, 2018
SUBJECT: Adams County Head Start's Colorado Preschool Program Annual Cost Rate Addendum Agreement with School District 27J for PY 2018-2019
FROM: Chris Kline, Director of Human Services Department
AGENCY/DEPARTMENT: Human Services Department
HEARD AT STUDY SESSION ON: NA
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves the resolution for Head Start to enter into the Colorado Preschool Program Annual Cost Rate Addendum Agreement with School District 27J for PY 2018-2019

BACKGROUND:

Adams County Head Start would like to enter into the Colorado Preschool Program Annual Cost Rate Addendum Agreement with School District 27J for PY 2018-2019. Adams County Head Start will have the ability to enroll up to twenty (20) student(s). For each child enrolled, School District 27J will pay to Adams County Head Start the sum of \$13.76 per day for a period of 157 days, not to exceed a total of \$2,160.32 per enrollee.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

School District 27J

ATTACHED DOCUMENTS:

Resolution attached
Colorado Preschool Program Annual Cost Rate Addendum Agreement with School District 27J for PY 2018-2019

FISCAL IMPACT:

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

Fund: 31**Cost Center:** Various

	Object Account	Subledger	Amount
Current Budgeted Revenue:	5660		43,206.40
Additional Revenue not included in Current Budget:			
Total Revenues:			<u>43,206.40</u>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7000.9999	5000	43,206.40
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>43,206.40</u>

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

**RESOLUTION APPROVING THE COLORADO PRESCHOOL
PROGRAM ANNUAL COST RATE ADDENDUM
AGREEMENT BETWEEN ADAMS COUNTY
HEAD START AND SCHOOL DISTRICT 27J FOR 2018-2019**

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

WHEREAS, pursuant to the agreement, School District 27J will provide twenty (20) Colorado Preschool Program slots at \$2,160.32 per enrollee to Adams County Head Start to provide services for children.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Colorado Preschool Program Annual Cost Rate Addendum Agreement 2018-2019 between Adams County Head Start and School District 27J, a copy of which is attached hereto and incorporated herein by this reference, be approved.

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



SCHOOL DISTRICT 27J

"Reaching Out In All Directions"

18551 East 160th Avenue

Brighton, CO 80601-3295

(303) 655-2900 FAX (303) 655-2870

Chris Fiedler, Ed. D. Superintendent

**Annual Cost Rate Addendum Agreement between
School District 27J and Adams County Head Start Brighton Site
Colorado Preschool Program
2018-2019**

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

1. Adams County Head Start Brighton Site shall have the ability to enroll up to twenty (20) children, who are three years old (on or before August 15) or four years old on or before October 1 of the school year they attend, at any one time in its Preschool program under the guidelines of the Colorado Preschool Program. Three year olds need to have 3 qualifying factors as per the Colorado Preschool Program guidelines.
2. For each child so enrolled, District 27J will pay to Adams County Head Start Brighton Site the sum of \$13.76 per day for a period of 157 days, not to exceed a total of \$2,160.32 per enrollee. School District 27J will compensate Adams County Head Start Brighton Site for enrollees who are absent for 5 or less days within a given month. Enrollees who are absent for 6 or more days, will not receive compensation for those days missed.
3. School District 27J shall pay all monies owed for program enrollees on a monthly basis to Adams County Head Start Brighton Site no later than the fifteenth of the month in accordance with the Invoice presented. Adams County Head Start Brighton Site Invoice will include full names and attendance information of all CPP students served at the site for the program month billed.
4. School District 27J shall provide access to parent training and staff development opportunities based on needs identified by the Colorado Preschool Program Council.
5. Brighton Head Start shall abide by all requirements of the Colorado Preschool Program Act, Section 22-28-109, et seq., C.R.S. and all rules and regulations hereunder, including the following:
 - (a) Adams County Head Start Brighton Site will provide a quality program which meets the requirements of Section 22-28-108(1) and (2), C.R.S., and will provide any information about the program School District 27J deems necessary to ensure that Adams County Head Start Brighton Site is complying with those requirements.
 - (b) Adams County Head Start Brighton Site assures the District that the services provided to each child under this agreement are in addition to services that Brighton Head Start is otherwise providing and that any payments made under this agreement to Brighton Head Start do not supplant monies available to it to fund other services provided by Adams County Head Start Brighton Site.

Adams County School District No. 27J

By: _____

Mary Gomez, Director of Special Education

By: _____

Lori Schiek, Executive Director of Finance

Adams County Head Start Brighton Site

By: _____

Adams County Chairperson Board of Commissioners



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 11, 2018
SUBJECT: Transportation IGA between ACHSD and Bennet School District 29J to Provide Educational Stability for Foster Children
FROM: Chris Kline, Director
AGENCY/DEPARTMENT: Human Services Department
HEARD AT STUDY SESSION ON: n/a
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves IGA between ACHSD and Bennett School District 29J to provide Educational Stability for Foster Children.

BACKGROUND:

The Every Student Succeeds Act (ESSA) was signed into Federal Law in 2016. This law required School Districts and Child Welfare Agencies to establish a Transportation IGA to keep foster children in their schools of origin. As of July 1, 2018, Colorado took the added step to codify these requirements in Colorado statute and to provide an allocation of “letter note” funds for school transportation to be managed through Child Welfare to help support these efforts. HB 18-1306 requires County Child Welfare agencies to complete an IGA with all local school districts to promote educational stability, which include guidance regarding equitable cost-sharing, expectations of each party, and dispute resolution procedures to assure that foster children/youth have the support needed to remain in their schools of origin when appropriate.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Bennett School District 29J

ATTACHED DOCUMENTS:

Resolution
Intergovernmental Agreement

FISCAL IMPACT:

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

Fund: 15**Cost Center:**

	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 ADAMS COUNTY HUMAN SERVICES
DEPARTMENT AND BENNETT SCHOOL DISTRICT 29J INTERGOVERNMENTAL
AGREEMENT TO TRANSPORT CHILDREN AND YOUTH IN FOSTER CARE TO
THEIR HOME SCHOOL**

Resolution 2018-_____

WHEREAS, the Board of County Commissioners, County of Adams, State of Colorado, desires to approve this Intergovernmental Agreement (IGA) in accordance with Federal and State Law to assure timely and effective transportation of children and youth in foster care to help maintain them in their school district of origin whenever it is in the best interest of the student to do so; and,

WHEREAS, ensuring school stability and academic success for children and youth in foster care is an important joint responsibility of child welfare and education agencies; and,

WHEREAS, the Fostering Connections to Success and Increasing Adoptions Act of 2008, and the Every Student Succeeds Act require child welfare agencies and education agencies to collaborate to ensure school stability and school attendance for all children and youth in foster care; and,

WHEREAS, the Board of County Commissioners, County of Adams, State of Colorado, finds this IGA to be appropriate and in the best interests of the children and families of the County of Adams.

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Intergovernmental Agreement between Adams County Human Services and Bennett School District 29J, 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 IGA on behalf of Adams County.

INTERGOVERNMENTAL AGREEMENT (IGA)

(IGA) Intergovernmental Agreement between the Bennett School District 29J located at 615 7th Street, Bennett, CO 80102 and the Adams County Human Services Department, located at 11860 Pecos St., Westminster, Colorado, 80234, on behalf of children/youth placed out of their home by the Adams County Human Services Department in foster care, regardless of the location of the placement.

WHEREAS, intergovernmental agreements to provide functions or services, including the sharing of costs of such functions or services by political subdivisions of the State of Colorado, are specifically authorized by Section 29-1-203 C.R.S. and Article XIV, Section 18 of the Colorado Constitution; and,

WHEREAS, ensuring school stability and academic success for children and youth in foster care is an important joint responsibility of child welfare and education agencies; and,

WHEREAS, Colorado's students in foster care experience much higher rates of school mobility and much lower rates of academic achievement than their peers, and less than one out of three Colorado students in foster care graduates high school within four years of entering ninth grade;¹ and,

WHEREAS, the Fostering Connections to Success and Increasing Adoptions Act of 2008,² (Fostering Connections Act) and the Every Student Succeeds Act³ (ESSA) require child welfare agencies and education agencies to collaborate to ensure school stability and school attendance for all children and youth in foster care; and,

WHEREAS, the Fostering Connections Act and ESSA require that when a child or youth in foster care changes foster care placements, he or she remains in the school of origin with necessary transportation provided, or, if this is not in his or her best interest, that the child or youth is immediately and appropriately enrolled in a new school even without normally required records;⁴ and,

WHEREAS, the Fostering Connections Act allows child welfare agencies to use Title IV-E funds for reasonable travel to the school of origin for eligible children and youth;⁵ and,

WHEREAS, ESSA allows educational agencies to use Title I funds to pay for additional costs needed to transport children and youth in foster care to their school of origin;⁶ and,

WHEREAS, ESSA requires each local educational agency (LEA) to collaborate with the local child welfare agency to develop and implement clear written procedures governing how transportation to maintain children and youth in foster care in their schools of origin, when in their best interest, will be provided, arranged, and funded for the duration of the time in foster care;⁷ and,

WHEREAS, such transportation must be provided promptly and in a cost-effective manner and in accordance with Section 475(4)(A) of the Social Security Act (codified at 42 U.S.C. § 675(4)(A));⁸ and,

¹ Clemens, E. V. (2014). Graduation and Dropout Rates for Colorado Students in Foster Care: 5-Year Trend Analysis (2007-08 to 2011-12). Greeley, CO: University of Northern Colorado. Visit <http://www.unco.edu/cebs/foster-care-research/reports.aspx> for all available reports and <http://www.unco.edu/cebs/foster-care-research/needs-assessment-data/> for interactive data visualizations by topic.

² Fostering Connections to Success and Increasing Adoptions Act of 2008 (hereinafter "Fostering Connections Act"), Pub. L. 110-351, 122 Stat. 3949 (codified as amended in scattered sections of 42 U.S.C.). Sections of Fostering Connections relevant to this Agreement include, but are not necessarily limited to, 42 U.S.C. § 675(1)(G) and (4)(A).

³ Every Student Succeeds Act, Pub. L. 114-95, 129 Stat. 1802 (codified throughout 20 U.S.C.). Sections of ESSA relevant to this Agreement include, but are not necessarily limited to, 20 U.S.C. § 6311(g) and 20 U.S.C. § 6312(c)(5).

⁴ 42 U.S.C. § 675(1)(G) and 20 U.S.C. § 6311(g)(1)(E) and § 6312(c)(5)(B).

⁵ 42 U.S.C. § 675(4)(A). Throughout this document, "Title IV-E" refers to Title IV-E of the Social Security Act.

⁶ 20 U.S.C. § 6302(a) (Appropriating funds to local educational agencies for use in carrying out activities described in ESSA Title I, Part A (20 U.S.C. § 6312)). Throughout this document, "Title I" refers to Title I of the Elementary and Secondary Education Act, reauthorized in 2015 as the Every Student Succeeds Act.

WHEREAS, ESSA requires each local educational agency to designate a point of contact if the corresponding child welfare agency notifies it in writing that it has designated a point of contact,⁹ and in Colorado, educational agency points of contact, known as Child Welfare Education Liaisons (CWEL), are required in each local educational agency.¹⁰

THEREFORE, the undersigned Parties do hereby agree to the following:

I. PARTIES

This Agreement is made between the following agencies: **Adams County Human Services Department (“Human Services”)** located at 11860 Pecos St., Westminster, CO 80234 and **Bennett Public School District 29J (“School District”)**, District Code 0050, located at 615 7th Street, Bennett CO 80102.

II. TERMS AND EFFECTIVE DATE

The Agreement shall go into effect beginning October 1, 2018, and expire on June 30, 2019.

A. Form of Notice

Timely notice and communication between Parties is required upon several occasions outlined in this Agreement. Parties agree that prompt, efficient communication is necessary to achieve the purposes of this Agreement and therefore agree that, unless otherwise specified, electronic signatures are sufficient, and notices do not need to be sent in hard copy.

To facilitate effective communication, unless otherwise specified, notices must:

1. Be in writing (notice by phone call must be followed up with email); and
2. Be delivered via email, in accordance with section IX.C regarding secure transfer of personally identifiable information;

⁹ 20 U.S.C. § 6312(c)(5)(B).

⁹ *Id.*

¹⁰ 20 U.S.C. § 6312(c)(5)(A).

¹⁰ § 22-32-138, C.R.S.

I. DEFINITIONS

“Additional costs” are costs of transportation that exceed what the local educational agency would otherwise pay to transport the student to school if the student were not in foster care.¹¹

“Best interest determination” refers to the outcome of a process facilitated by the County Department of Human Services, in accordance with 12 CCR 2509-4, 7.301.241, to determine whether it is in a child or youth’s best interest to remain in the school of origin or, alternatively, transfer to a new school.

“Caregiver” for purposes of this agreement, refers to any approved, non-professional adult who accepts the responsibility of transporting the student to school, including but not limited to a foster parent, kinship caregiver, custodial or non-custodial parent, non-custodial kin, older sibling, etc. The term is used broadly to describe persons who may be reimbursed for their mileage or public transit fares pursuant to this Agreement.

“Child in foster care” includes all school-aged children and youth in foster care, regardless of Title IV-E eligibility, including those attending a public preschool.¹²

“Foster Care” has the same meaning as defined by 45 CFR § 1355.20, which is “24-hour substitute care for children placed away from their parents or guardians and for whom the title IV-E agency has placement and care responsibility. This includes, but is not limited to, placements in foster family homes, foster homes of relatives, group homes, emergency shelters, residential facilities, child care institutions, and pre-adoptive homes. A child is in foster care in accordance with this definition regardless of whether the foster care facility is licensed and payments are made by the State, Tribal or local agency for the care of the child, whether adoption subsidy payments are being made prior to the finalization of an adoption, or whether there is Federal matching of any payments that are made.”

“Immediate Enrollment” means attending and meaningfully participating in school by the date designated in the student’s best interest determination, in accordance with 12 CCR 2509-4, 7.301.241(D)(4).

“Local Educational Agency” (LEA) means the local public school district, charter institute, Colorado school for the deaf and the blind, and/or board of cooperative education services (BOCES). Individual schools are part of their respective LEAs.¹³

“Out-of-home placement” for purposes of this Agreement is interchangeable with “foster care.” See definition of “foster care.”¹⁴

“School of origin” means the current school in which the student was enrolled at the time of placement into foster care. If the student’s foster care placement changes, the school of origin is the school in which the student is enrolled at the time of the placement change,¹⁵ OR where the parents’ home address is if the youth hadn’t been attending school.

“Student” for purposes of this Agreement includes all school-aged children and youth in foster care, regardless of Title IV-E eligibility or out-of-home placement type (see definition of “foster care” above), including those attending a public preschool. A school-aged child or youth is considered a “student” for purposes of this Agreement even if they have not been enrolled in or attending school.

¹¹ U.S. Departments of Education and Health and Human Services, *Non-Regulatory Guidance: Ensuring Educational Stability for Children in Foster Care* at 17-18 (June 23, 2016) available at http://www.acf.hhs.gov/sites/default/files/cb/ed_hhs_foster_care_guidance.pdf (hereinafter, “Joint Guidance”). ¹² Joint Guidance at 8 (including preschoolers in scope of ESSA foster care provisions). ¹³ Local Educational Agency is defined in various areas of state and federal law. This Agreement utilizes the definition from 12 CCR 2509-1. ¹⁴ Both terms are used due to variations in state and federal law referring to the same population. Colorado law tends to use the term “out-of-home placement” while federal law uses “foster care.” ¹⁵ Joint Guidance at 11

IV. POINTS OF CONTACT AND DUTIES

A. Human Services Point of Contact

The primary point of contact for purposes of implementing this Agreement is:

Tracy Neely, Education Liaison

TNeely@adcogov.org 720-523-4319

Human Services will have a designated point of contact for purposes of implementing this Agreement and affirms that he or she has sufficient authority, capacity, and resources to fulfill the following obligations of this agreement including:

- Coordinating with the corresponding School District point of contact to implement this Agreement
- Participating in the development and implementation of a local best interest determination process that meets the requirements of 12 CCR 2509-4, 7.301.241, including ensuring all required participants are invited and all required documentation is completed.
- Notifying the School District point of contact within 2 school days when a student who attends school in the School District has been placed in foster care or when there has been a foster care placement change. If transportation will be needed to maintain the student in the school of origin and/or when a school move is considered, thus triggering a best interest determination process, this information shall be included in the notice.
- Scheduling the best interest determination meeting within 7 school days, whenever possible, from the placement.
- Notifying the School District point of contact within 1 school day of the outcome of a best interest determination for a student whose school of origin is within School District, including whether the determination triggers the need for ongoing transportation services pursuant to this Agreement. To ensure timely and consistent communication, the Human Services point of contact will send this notice even if a School District representative attended the best interest determination.
- Notifying the School District point of contact within 2 school days when there has been a best interest determination that student in foster care will transfer into a new school within School District from *another* local educational agency.
- Providing professional development and training to Human Services staff on Fostering Connections and ESSA provisions; the school stability requirements of Volume 7 including 12 CCR 2509-4, 7.301.24(D), 7.301.241, and 7.301.242; and this Agreement.
- Serving as a secondary source, when possible, to provide educational records from the Human Services case file to a student's new school.
- Coordinating necessary transportation for students as described in this Agreement, including through development of any Human Services policies or practices necessary to implement these procedures.

- Participating in good faith in the dispute resolution process outlined in this Agreement in the event of disagreements regarding transportation.

B. School District Point of Contact

The primary point of contract for purposes of implementing this Agreement is:

Robin Purdy, Superintendent
robinp@bsd29j.com 303-644-3234 ext. 8202

School District will have a designated point of contact for purposes of implementing this Agreement and affirms that he or she has sufficient authority, capacity, and resources to fulfill the following obligations of this agreement including:

- Coordinating with the corresponding Human Services point of contact to implement this Agreement.
- Ensuring participation of an individual from School District who knows the student when Human Services facilitates a best interest determination pursuant to 12 CCR 2509-4, 7.301.241. The participant should be someone who “is knowledgeable about the child and able to provide feedback on significant relationships that the child may have formed and how changing Schools would impact his or her academic, social, or emotional well-being such as a teacher, counselor, coach, or other meaningful person in the child’s life.”¹⁶
- Developing and implementing a transportation plan when transportation is needed to maintain the student in the school of origin. School District will notify the Human Services point of contact of this plan and the date of the implementation, two days prior to the date of implementation.
- Developing and implementing a “need to know basis” confidentiality policy to meet the educational needs of students in foster care while also protecting privacy of sensitive information; documenting best interest determinations and foster care status on behalf of School District to the extent required to meet students’ educational needs.
- Providing professional development and training to School District staff on ESSA provisions, this Agreement, and the educational needs of students in foster care.
- Facilitating the prompt transfer of educational records for students in foster care who enter or exit a school within School District.
- Facilitating immediate enrollment for students in foster care who enter a school within School District.
- Immediately requesting education records from the school of origin for students in foster care who enter a school within School District.¹⁷
- Ensuring that students in foster care are promptly enrolled in School District’s free lunch program.¹⁸
- Ensuring that the school and School District waive all school fees for students in out-of-home placement, including but not limited to any general fees, fees for books, fees for lab work, fees for participation in in-school or extracurricular activities, and fees for before-school or after-school programs.¹⁹

¹⁶ Joint Guidance at 13,

¹⁷ 20 U.S.C. § 6311(g)(1)(E) (requiring receiving school to immediately initiate records transfer).

¹⁸ 42 U.S. § 1758(b)(5) (establishing categorical eligibility for free lunch for students in foster care).

¹⁹ § 22-32-138(7), C.R.S.

²⁰ Joint Guidance at 14.

- Facilitating data sharing with Human Services consistent with FERPA, the IDEA, and other privacy laws and policies.
- Coordinating necessary transportation for students as described in this Agreement, including through development of any School District policies or practices necessary to implement these procedures.
- Participating in good faith in the dispute resolution process outlined in this Agreement in the event of disagreements regarding transportation.

C. Seamless Coverage of Obligations

While the duties described above are expected to be fulfilled by the designated point of contact, the duties are obligations of the respective parties. School District and Human Services shall ensure adequate staffing and resources to meet the obligations of this agreement. School District and Human Services shall ensure seamless coverage during times such as staff vacancies or leave.

V. BEST INTEREST DETERMINATIONS

When a school move is considered as a result of a change in foster care placements, Human Services shall facilitate a best interest determination in compliance with 12 CCR 2509-4, 7.301.241. A copy of this section of this regulation is attached as **Appendix A**.

A. Responsibility for Determining Best Interest

Human Services is the entity responsible for determining whether it is in a student's best interest to remain in their school of origin, with input from School District.²⁰ Consistent with 12 CCR 2509-4, 7.301.241 and the point of contact duties outlined in this Agreement, Human Services shall engage School District in this process, and School District shall provide meaningful input from a representative who knows the student.

It is presumed to be in a student's best interest to remain in the school of origin with transportation provided. Therefore, if no school move is ever considered, a best interest determination is unnecessary. If School District believes a school move should be considered, and Human Services has not already initiated the best interest determination process, then the School District point of contact may send a written request for a best interest determination to the Human Services point of contact. Human Services must then facilitate a best interest determination process.

A best interest determination meeting is not required when a change in school is considered due to the child's IEP needs. In addition, the best interest determination process does not overrule any recommendations through the IEP process.

In some instances, the juvenile court may exercise its jurisdiction to make a best interest determination, which may or may not be consistent with a determination already made by Human Services. In these instances, and to the extent that they are in conflict, the juvenile court's orders supersede the determination made by Human Services.

B. Timing and Outcome of Best Interest Determination

The best interest determination must be made prior to a change in schools.

The outcome of a best interest determination can be:

- (1) It is in the student's best interest to remain in the school of origin, and a transportation plan is not necessary;
- (2) It is in the student's best interest to remain in the school of origin, and transportation plan is necessary; or
- (3) It is in the student's best interest to change schools. The new school and date for transfer must be identified.

A determination that it is in a student's best interest to change schools shall include the date when it is best for him or her to transfer, with the student continuing to attend the school of origin until that date. When a school move is necessary, it is assumed to be in a student's best interest to transition at natural academic junctures.

Human Services and School District agree to coordinate as outlined in this agreement to maintain students in their schools of origin unless it is determined not to be in their best interest to do so and until the designated date for transfer. Agreed upon transportation plans will continue through seasonal breaks, to include summer, until the child returns home, there is a placement change, or there is a request for a subsequent best interest determination meeting. When a child exits out-of-home placement, they retain school stability protections, including transportation to the school of origin, for the duration of the academic semester or term. This continuity aims to support permanency, prevent re-entry, and support educational outcomes.

VI. IMMEDIATE SCHOOL ENROLLMENT

Human Services point of contact will notify School District point of contact within 1 school day of a determination that it is in a student's best interest to transfer into a school within School District. This notice shall include the date designated for transfer.

School District will ensure the student is immediately enrolled, which means attending and meaningfully participating in school by the date designated in the student's best interest determination, in accordance with 12 CCR 2509-4, 7.301.241(D)(4). Enrollment cannot be denied or delayed because documents normally required for enrollment (proof of age, proof of residency, vaccination records) have not been submitted.²¹ School records, including an IEP, are never required for enrollment, but an enrolling school must immediately contact the school of origin to obtain relevant records.²²

When a student transfers out of School District, School District will support that student's transition by ensuring prompt transfer of records to the new school. Records transfer must not be delayed due to any fees or fines the student may owe.

²¹ 20 U.S.C. § 6311(g)(1)(E); Joint Guidance at 20.

²² *Id.*

VII. PROVISION AND ARRANGEMENT OF TRANSPORTATION

Human Services and School District share the goal and obligation of providing prompt, cost-effective transportation to maintain students in their schools of origin. To achieve this, parties agree to the following terms and procedures.

A. Duration of Transportation

Transportation obligations begin on the day a student is placed out-of-home. It is presumed to be in a student's best interest to remain in the school of origin, so no formal best interest determination is needed to trigger parties' transportation obligations. However, School District may request a best interest determination as described in Section V of this Agreement.

Transportation will be continuously provided for the duration of the student's time in foster care unless and until it is determined not to be in the student's best interest. If a student exits foster care before the end of a school year, the transportation arrangement will be maintained through the end of the school year to maintain the student's educational stability.²³

B. Interim/Short-Term Transportation – Arrangement and Order of Preference

Children and youth in foster care must remain in the school of origin unless and until it is determined to be in their best interest to attend a new school. In recognition that initial placement into foster care and changes in foster care placements often occur with little notice, Human Services is responsible for arranging short-term transportation to ensure school attendance immediately following a placement change. Human Services and School District agree to the following to provide short-term transportation services to a student's school of origin while longer-term decisions and arrangements are made. Transportation may be a combination of methods as necessary for the individual situation.

These short-term preferences also apply when circumstances change during an existing placement and the previously arranged transportation plan can no longer be followed.

Order of preference for short-term transportation:

1. *Caregiver.* The preferred immediate transportation option is for the student's caregiver or another appropriate adult (such as non-custodial parents, kin, a mentor, or a CASA volunteer) to provide transportation with mileage reimbursement. Any care provider who provides transportation shall have a valid driver's license and maintain auto liability insurance pursuant to Colorado Revised Statutes.
 - Human Services caseworker will coordinate with caregiver to arrange transportation under this option.
 - If caregiver transportation is an option, Human Services and School District will cost share responsibility for the costs of caregiver mileage reimbursement to the school of origin. The Human Services caseworker is responsible for arranging this with the caregiver.

²³ Federal guidance encourages agencies to "make every effort to continue to ensure transportation is provided through the end of the school year" in which a child exits foster care. Joint Guidance at 17. See also § 22-32-116 (entitling non-resident students to remain in their school until the end of the academic term, or year for elementary and 12th grade students).

2. *Public Transportation.* If public transportation is an appropriate option, the student may take public transportation to school.
 - The Human Services caseworker will work with the caregiver and student to identify an appropriate public transportation route.
 - Human Services and School District will cost share the responsibility for the costs of public transportation, including the fares for an adult chaperone if necessary, to the school of origin for the first seven school days.
3. *Third-Party Private Provider.* Identified third-party providers may provide school transportation.
 - Human Services point of contact will select and arrange short-term transportation with the provider.
 - Human Services and School District agree to cost share the additional costs as described in Section VIII.
4. *Human Services or School District Staff.* Identified employees of Human Services and/or School District may provide school transportation. Any School District Staff providing transportation for a student shall have passed criminal background checks of at least a seven year period. Any School District Employee with a record indicating felony violations, questionable character, or possible security risk shall not be allowed to provide transportation to students under this Agreement. Any staff that provide transportation shall have a valid driver's license and maintain auto liability insurance pursuant to Colorado Revised Statutes.

C. Ongoing Transportation – Arrangement and Order of Preference

School District is responsible for arranging ongoing transportation. Consistent with the duties described in Section IV, the Human Services point of contact will notify the School District point of contact within two school days when a student who already attends school in the School District has been placed in foster care or when there has been a foster care placement change. The Human Services point of contact will indicate in this notice and/or follow up communication if the student will need transportation to their school of origin under this Agreement.

Human Services point of contact will also notify the School District point of contact within two school days should other circumstances change requiring revision to the transportation plan.

Within two school days of being notified of the need for transportation, the School District point of contact will determine whether there is an existing transportation route that the student can take to the school of origin or, alternatively, whether the student is eligible for transportation under the IDEA or the McKinney-Vento Homeless Assistance Act.

School District will promptly develop an ongoing transportation plan. Transportation may be a combination of methods as necessary for the individual situation. The School District point of contact will notify the Human Services point of contact within two days of any changes to the current transportation plan.

Additional costs of ongoing transportation will be shared by Human Services and School District as detailed in Section VIII.

Order of preference for ongoing transportation:

1. *School District Route.* If there is an existing school district transportation route, including routes that can be modified, the School District point of contact will arrange for the student to begin riding on the existing route as soon as possible. The School District point of contact will notify the Human Services point of contact *and* the foster parent/kinship caregiver of the route information. If transportation under this option is already required under the McKinney-Vento Act or IDEA, it does not pose an “additional cost.”
2. *Transportation Already Addressed through Other Means.* School District will assess whether the student is entitled to transportation services under another statute. School District will provide transportation funded by the School District if the student is eligible under the McKinney-Vento Act or the IDEA; because this transportation is already required, it does not pose an “additional cost.”
3. *Drop-off to Meet School District Route.* This option is available when the student can be dropped off, whether by a caregiver or another provider, to meet an existing school district route, including routes that can be modified. School District point of contact will coordinate with Human Services point of contact to determine if this is an option.
4. Caregiver. As described above.
5. Public Transportation. As described above.
6. Third- Party Private Provider. As described above..

VIII. FUNDING OF TRANSPORTATION

A. Mileage Reimbursement Rates and Eligibility

1. *Rates.* When using personal vehicles, Human Services employees and School District employees shall be reimbursed for mileage at the rates established by their respective agency. These employees shall maintain automobile and liability insurance at the levels required by their respective agency policy for transporting minors.

The rate for caregiver mileage reimbursement shall be the same as is provided through the Federal Standard Mileage Rate.

Mileage to be reimbursed includes the door-to-door actual miles necessary to take the student to school, less the provider’s normal commute (if any).

Each Party shall provide the other Party with notification of their respective mileage reimbursement rates and any changes thereto in a timely manner.

2. *Indemnification.* To the extent allowed by law, the School District shall indemnify and hold harmless the County and its elected and appointed officials, officers, employees, and agents from and against any and all losses, damages, liabilities, claims, suits, actions, or awards, including costs,

expenses and attorney's fees, incurred or occasioned as a result of the acts or omissions of the School District, or its principals, employees, agents, or subcontractors arising out of or in any way connected with the performance of services under this Agreement. The School District's obligation to indemnify pursuant to this paragraph, and to provide any extended insurance coverage where applicable, shall survive the completion of the scope of services, and shall survive the termination of this Agreement.

B. Cost-Sharing and Maximization of Federal Funds

In general, 80% of Human Services' expenses pursuant to this agreement will be reimbursed by the Colorado Department of Human Services (CDHS). It is the intent of Human Services and School District to share the remaining non-reimbursable costs (20%) of transportation equally and to maximize availability of federal dollars. Except as otherwise provided in this Agreement, Human Services and School District agree to each cover 50% of the additional costs of transportation to maintain students who are in out-of-home placement in their schools of origin. "Additional costs" are costs of transportation that exceed what the LEA would otherwise pay to transport the student to school if the student were not in foster care.

Transportation services and the cost share agreements shall end at the end of the academic semester during which the child welfare case was closed.

Cost sharing when the School District does not have a prior cost - Description: Student changes foster care placements and needs transportation to the school of origin. The student did not previously have any district provided transportation and there are no pre-existing bus routes.

$\text{Total cost of transportation} \times 0.8 = \text{amount to be reimbursed by CDHS}$

$\text{Total cost} \times 0.2 \times 0.5 = \text{cost share amount for each entity}$

Cost sharing when the district has prior costs - Description: Prior to the change in foster care placement, the school district was providing transportation. The cost share shall be a split of the difference in cost between what the district was paying prior to the change in foster care placement and the cost of providing transportation to the school of origin after the change in foster care placement.

$\text{Cost to be split} = \text{total cost of transportation} - \text{School District's prior obligation}$

$\text{Cost to be split} \times 0.8 = \text{Reimbursement by CDHS}$

$\text{Cost to be split} \times 0.2 \times 0.5 = \text{cost share amount for each entity}$

The School District shall submit invoicing for the total cost of transportation expended by the School District for eligible children/youth on a monthly basis. Human Services will submit expenditures to CDHS for reimbursement. Human Services shall reimburse the School District the 80% expended plus the School District applicable cost share amount. If Human Services incurs the cost of transportation, Human Services will reimburse the School District only the applicable cost share amount. The Parties may submit monthly invoices that itemize any additional costs incurred during the preceding month. Invoices must include the child's name, Trails Case ID number, dates of service and itemize the "ordinary" as well as "additional" costs for transportation for that child. Invoices shall be sent to the primary point of contact for each Party. The Parties agree to reimburse each other for their proportionate share of additional costs.

Incorrect payments to either Party may be recovered from the Party who received the incorrect payment by deduction from subsequent payments due to the Party under this Contract.

Invoice to Human Services: Invoices are due on the 5th of each month except when the 5th is on a Saturday or a Sunday in which case the report is due the following Monday, or if Monday is a holiday, on the following business day by Close of Business. The School District agrees that any invoices not submitted to the County within 60 days of the date that the School District rendered services to the County will not be paid by the County. The County will process payment. If the School District disagrees with any remittance made by the County, the School District agrees to send written notice of the disagreement and the reasons for the disagreement to the Adams County Human Services Department no later than 30 days after the issuance of the remittance. The County agrees to respond to the notice of disagreement within 30 days after receipt of the notice. If the School District fails to send written notice of the disagreement within 30 days after the issuance of the remittance, the School District agrees to waive any claim against the County concerning the invoice or the remittance. Payment of the invoices by the County will be made within twenty-five (25) days of the receipt thereof.

Title IV-E and Title I funds are the primary sources of federal child welfare and education funds, respectively, that can be applied to transportation costs to maintain students in foster care in their schools of origin.²⁴ Title IV-E funds are available only for eligible children and youth, and these funds require a 50% state or local match. Approximately 50% of the children and youth in foster care served by Human Services are IV-E eligible. Title I dollars are a set amount and do not require a match, and these funds may be utilized for any student in foster care. However, School District incurs more Title I-eligible expenses than it receives in Title I dollars. Thus, it is anticipated that Human Services and School District will have to utilize state and local funds to meet transportation obligations.

Under the following terms, it is mutually beneficial to Parties to utilize state and local dollars strategically to maximize the overall federal contribution to Colorado's transportation costs for students in foster care. In order to provide transportation services in a cost-effective manner, Parties agree to take the measures outlined below.

1. Title IV-E Match-Eligibility. Human Services and School District agree to utilize, to the extent possible, funds that are eligible for a federal Title IV-E match toward the transportation costs for IV-E eligible students.

IX. CONFIDENTIALITY

A. Confidentiality of Child Welfare Information

Human Services and School District understand and agree that not all information relevant to a student's best interest determination is permissible or appropriate to be shared with School District staff. In order to protect family privacy, Human Services may not be able to disclose certain factors impacting the best interest determination, including but not limited to content of or progress on parents' treatment plans, details of students' mental health needs, sensitive family information, etc. Human Services and School District agree that the primary role of School District in the best interest determination process is to provide information and insight about the student and schools.

²⁴ Throughout this document, "Title IV-E" refers to Title IV-E of the Social Security Act, and "Title I" refers to Title I of the Elementary and Secondary Education Act, reauthorized in 2015 as the Every Student Succeeds Act.

B. School District Use of Sensitive Information

Notwithstanding the safeguards above, School District and its employees will inevitably learn information of a sensitive nature as a result of participating in the best interest determination process and in the ongoing work of supporting children and youth in foster care.

In recognition that education records are more accessible to a wider audience than child welfare records, School District will adopt practices and/or policies to allow it to utilize sensitive information to serve a student in foster care's educational needs without unnecessarily creating and maintaining "educational records" subject to disclosure pursuant to the Family Educational Rights and Privacy Act.

X. DISPUTE RESOLUTION

A. Funding of Transportation Pending Dispute

In order to meet the educational stability needs of children and youth, and to comply with Fostering Connections and ESSA, Human Services and School District agree to participate in the Best Interest Determination meetings, accept the outcome of such meeting, and provide and fully fund transportation as outlined in Section VIII above pending resolution of disputes.²⁵

If Human Services and School District disagree regarding the transportation plan(s) of an individual student, or group of students, the transportation provided shall be the first option in the order of preferences that is supported by at least one party to this Agreement.

B. Dispute Resolution Procedures

Disputes regarding best interest determination shall be handled in a manner that promotes the child/youth's safety and stability and will follow the procedures as referenced in **Appendix A**, 12 CCR 2509-4, 7.301.241, D.8

Disputes regarding transportation plans of the student shall be handled as follows:

As soon as it is apparent that a disagreement exists and dispute resolution is necessary, the School District and Human Services points of contact shall notify their respective administrators of the dispute. The administrators shall attempt to come to an agreement within 5 school days. If an agreement still cannot be reached, parties agree that the County Deputy Director and the School District's Assistant Superintendent will decide the outcome, including any amounts owed between parties for transportation provided pending the resolution.

List of Appendices:

Appendix A: 12 CCR 2509-4, 7.301.241 (School Stability/Best Interest Determination Rule)

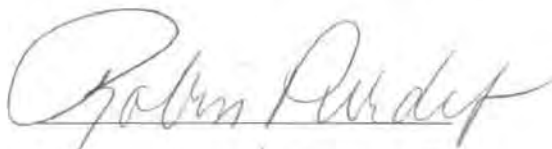
²⁵ See 34 C.F.R. 299.13(c)(1)(i) (2016) (requiring clear written procedures for how transportation will be provided and funded pending dispute resolution)

FOR ADAMS COUNTY:

Mary Hodge, Chair BOCC

Date

FOR THE SCHOOL DISTRICT:



Nov. 1st 2018

Date

Approved as to form:

County Attorney's Office



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 11, 2018
SUBJECT: Transportation IGA between ACHSD and Strasburg School District 31J to Provide Educational Stability for Foster Children
FROM: Chris Kline, Director
AGENCY/DEPARTMENT: Human Services Department
HEARD AT STUDY SESSION ON: n/a
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves IGA between ACHSD and Strasburg School District 31J to provide Educational Stability for Foster Children.

BACKGROUND:

The Every Student Succeeds Act (ESSA) was signed into Federal Law in 2016. This law required School Districts and Child Welfare Agencies to establish a Transportation IGA to keep foster children in their schools of origin. As of July 1, 2018, Colorado took the added step to codify these requirements in Colorado statute and to provide an allocation of "letter note" funds for school transportation to be managed through Child Welfare to help support these efforts. HB 18-1306 requires County Child Welfare agencies to complete an IGA with all local school districts to promote educational stability, which include guidance regarding equitable cost-sharing, expectations of each party, and dispute resolution procedures to assure that foster children/youth have the support needed to remain in their schools of origin when appropriate.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Strasburg School District 31J

ATTACHED DOCUMENTS:

Resolution
Strasburg School District 31J's IGA

FISCAL IMPACT:

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

Fund: 15**Cost Center:**

	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 ADAMS COUNTY HUMAN SERVICES
DEPARTMENT AND STRASBURG SCHOOL DISTRICT 31J
INTERGOVERNMENTAL AGREEMENT TO TRANSPORT CHILDREN AND YOUTH
IN FOSTER CARE TO THEIR HOME SCHOOL**

Resolution 2018-_____

WHEREAS, the Board of County Commissioners, County of Adams, State of Colorado, desires to approve this Intergovernmental Agreement (IGA) in accordance with Federal and State Law to assure timely and effective transportation of children and youth in foster care to help maintain them in their school district of origin whenever it is in the best interest of the student to do so; and,

WHEREAS, ensuring school stability and academic success for children and youth in foster care is an important joint responsibility of child welfare and education agencies; and,

WHEREAS, the Fostering Connections to Success and Increasing Adoptions Act of 2008, and the Every Student Succeeds Act require child welfare agencies and education agencies to collaborate to ensure school stability and school attendance for all children and youth in foster care; and,

WHEREAS, the Board of County Commissioners, County of Adams, State of Colorado, finds this IGA to be appropriate and in the best interests of the children and families of the County of Adams.

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Intergovernmental Agreement between Adams County Human Services and Strasburg School District 31J, 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 IGA on behalf of Adams County.

INTERGOVERNMENTAL AGREEMENT (IGA)

(IGA) Intergovernmental Agreement between the Strasburg 31J School District located at 56729 E. Colorado Ave., Strasburg, Colorado, 80136 and the Adams County Human Services Department, located at 11860 Pecos St., Westminster, Colorado, 80234, on behalf of children/youth placed out of their home by the Adams County Human Services Department in foster care, regardless of the location of the placement.

WHEREAS, intergovernmental agreements to provide functions or services, including the sharing of costs of such functions or services by political subdivisions of the State of Colorado, are specifically authorized by Section 29-1-203 C.R.S. and Article XIV, Section 18 of the Colorado Constitution; and,

WHEREAS, ensuring school stability and academic success for children and youth in foster care is an important joint responsibility of child welfare and education agencies; and,

WHEREAS, Colorado's students in foster care experience much higher rates of school mobility and much lower rates of academic achievement than their peers, and less than one out of three Colorado students in foster care graduates high school within four years of entering ninth grade;¹ and,

WHEREAS, the Fostering Connections to Success and Increasing Adoptions Act of 2008,² (Fostering Connections Act) and the Every Student Succeeds Act³ (ESSA) require child welfare agencies and education agencies to collaborate to ensure school stability and school attendance for all children and youth in foster care; and,

WHEREAS, the Fostering Connections Act and ESSA require that when a child or youth in foster care changes foster care placements, he or she remains in the school of origin with necessary transportation provided, or, if this is not in his or her best interest, that the child or youth is immediately and appropriately enrolled in a new school even without normally required records;⁴ and,

WHEREAS, the Fostering Connections Act allows child welfare agencies to use Title IV-E funds for reasonable travel to the school of origin for eligible children and youth;⁵ and,

WHEREAS, ESSA allows educational agencies to use Title I funds to pay for additional costs needed to transport children and youth in foster care to their school of origin;⁶ and,

WHEREAS, ESSA requires each local educational agency (LEA) to collaborate with the local child welfare agency to develop and implement clear written procedures governing how transportation to maintain children and youth in foster care in their schools of origin, when in their best interest, will be provided, arranged, and funded for the duration of the time in foster care;⁷ and,

WHEREAS, such transportation must be provided promptly and in a cost-effective manner and in accordance with Section 475(4)(A) of the Social Security Act (codified at 42 U.S.C. § 675(4) (A));⁸ and,

¹ Clemens, E. V. (2014). Graduation and Dropout Rates for Colorado Students in Foster Care: 5-Year Trend Analysis (2007-08 to 2011-12). Greeley, CO: University of Northern Colorado. Visit <http://www.unco.edu/cebs/foster-care-research/reports.aspx> for all available reports and <http://www.unco.edu/cebs/foster-care-research/needs-assessment-data/> for interactive data visualizations by topic.

² Fostering Connections to Success and Increasing Adoptions Act of 2008 (hereinafter "Fostering Connections Act"), Pub. L. 110-351, 122 Stat. 3949 (codified as amended in scattered sections of 42 U.S.C.). Sections of Fostering Connections relevant to this Agreement include, but are not necessarily limited to, 42 U.S.C. § 675(1)(G) and (4)(A).

³ Every Student Succeeds Act, Pub. L. 114-95, 129 Stat. 1802 (codified throughout 20 U.S.C.). Sections of ESSA relevant to this Agreement include, but are not necessarily limited to, 20 U.S.C. § 6311(g) and 20 U.S.C. § 6312(c)(5).

⁴ 42 U.S.C. § 675(1)(G) and 20 U.S.C. § 6311(g)(1)(E) and § 6312(c)(5)(B).

⁵ 42 U.S.C. § 675(4)(A). Throughout this document, "Title IV-E" refers to Title IV-E of the Social Security Act.

⁶ 20 U.S.C. § 6302(a) (Appropriating funds to local educational agencies for use in carrying out activities described in ESSA Title I, Part A (20 U.S.C. § 6312)). Throughout this document, "Title I" refers to Title I of the Elementary and Secondary Education Act, reauthorized in 2015 as the Every Student Succeeds Act.

WHEREAS, ESSA requires each local educational agency to designate a point of contact if the corresponding child welfare agency notifies it in writing that it has designated a point of contact,⁹ and in Colorado, educational agency points of contact, known as Child Welfare Education Liaisons (CWEL), are required in each local educational agency.¹⁰

THEREFORE, the undersigned Parties do hereby agree to the following:

I. PARTIES

This Agreement is made between the following agencies: **Adams County Human Services Department (“Human Services”)** located at 11860 Pecos St., Westminster, CO 80234 and **Strasburg 31J Public School District (“School District”), District Code 0060**, located at 56729 E. Colorado Ave., Strasburg, Colorado 80136.

II. TERMS AND EFFECTIVE DATE

The Agreement shall go into effect beginning October 1, 2018, and expire on June 30, 2019.

A. Form of Notice

Timely notice and communication between Parties is required upon several occasions outlined in this Agreement. Parties agree that prompt, efficient communication is necessary to achieve the purposes of this Agreement and therefore agree that, unless otherwise specified, electronic signatures are sufficient, and notices do not need to be sent in hard copy.

To facilitate effective communication, unless otherwise specified, notices must:

1. Be in writing (notice by phone call must be followed up with email); and
2. Be delivered via email, in accordance with section IX.C regarding secure transfer of personally identifiable information;

⁹20 U.S.C. § 6312(c)(5)(B).

¹⁰*Id.*

I. DEFINITIONS

“Additional costs” are costs of transportation that exceed what the local educational agency would otherwise pay to transport the student to school if the student were not in foster care.¹¹

“Best interest determination” refers to the outcome of a process facilitated by the County Department of Human Services, in accordance with 12 CCR 2509-4, 7.301.241, to determine whether it is in a child or youth’s best interest to remain in the school of origin or, alternatively, transfer to a new school.

“Caregiver” for purposes of this agreement, refers to any approved, non-professional adult who accepts the responsibility of transporting the student to school, including but not limited to a foster parent, kinship caregiver, custodial or non-custodial parent, non-custodial kin, older sibling, etc. The term is used broadly to describe persons who may be reimbursed for their mileage or public transit fares pursuant to this Agreement.

“Child in foster care” includes all school-aged children and youth in foster care, regardless of Title IV-E eligibility, including those attending a public preschool.¹²

“Foster Care” has the same meaning as defined by 45 CFR § 1355.20, which is “24-hour substitute care for children placed away from their parents or guardians and for whom the title IV-E agency has placement and care responsibility. This includes, but is not limited to, placements in foster family homes, foster homes of relatives, group homes, emergency shelters, residential facilities, child care institutions, and pre-adoptive homes. A child is in foster care in accordance with this definition regardless of whether the foster care facility is licensed and payments are made by the State, Tribal or local agency for the care of the child, whether adoption subsidy payments are being made prior to the finalization of an adoption, or whether there is Federal matching of any payments that are made.”

“Immediate Enrollment” means attending and meaningfully participating in school by the date designated in the student’s best interest determination, in accordance with 12 CCR 2509-4, 7.301.241(D)(4).

“Local Educational Agency” (LEA) means the local public school district, charter institute, Colorado school for the deaf and the blind, and/or board of cooperative education services (BOCES). Individual schools are part of their respective LEAs.¹³

“Out-of-home placement” for purposes of this Agreement is interchangeable with “foster care.” See definition of “foster care.”¹⁴

“School of origin” means the current school in which the student was enrolled at the time of placement into foster care. If the student’s foster care placement changes, the school of origin is the school in which the student is enrolled at the time of the placement change,¹⁵ OR where the parents’ home address is if the youth hadn’t been attending school.

“Student” for purposes of this Agreement includes all school-aged children and youth in foster care, regardless of Title IV-E eligibility or out-of-home placement type (see definition of “foster care” above), including those attending a public preschool. A school-aged child or youth is considered a “student” for purposes of this Agreement even if they have not been enrolled in or attending school.

¹¹ U.S. Departments of Education and Health and Human Services, *Non-Regulatory Guidance: Ensuring Educational Stability for Children in Foster Care* at 17-18 (June 23, 2016) available at http://www.acf.hhs.gov/sites/default/files/cb/ed_hhs_foster_care_guidance.pdf (hereinafter, “Joint Guidance”). ¹² Joint Guidance at 8 (including preschoolers in scope of ESSA foster care provisions). ¹³ Local Educational Agency is defined in various areas of state and federal law. This Agreement utilizes the definition from 12 CCR

IV. POINTS OF CONTACT AND DUTIES

A. Human Services Point of Contact

The primary point of contact for purposes of implementing this Agreement is:

Tracy Neely, Education Liaison
TNeely@adcogov.org 720-523-4319

Human Services will have a designated point of contact for purposes of implementing this Agreement and affirms that he or she has sufficient authority, capacity, and resources to fulfill the following obligations of this agreement including:

- Coordinating with the corresponding School District point of contact to implement this Agreement
- Participating in the development and implementation of a local best interest determination process that meets the requirements of 12 CCR 2509-4, 7.301.241, including ensuring all required participants are invited and all required documentation is completed.
- Notifying the School District point of contact within 2 school days when a student who attends school in the School District has been placed in foster care or when there has been a foster care placement change. If transportation will be needed to maintain the student in the school of origin and/or when a school move is considered, thus triggering a best interest determination process, this information shall be included in the notice.
- Scheduling the best interest determination meeting within 7 school days, whenever possible, from the placement.
- Notifying the School District point of contact within 1 school day of the outcome of a best interest determination for a student whose school of origin is within School District, including whether the determination triggers the need for ongoing transportation services pursuant to this Agreement. To ensure timely and consistent communication, the Human Services point of contact will send this notice even if a School District representative attended the best interest determination.
- Notifying the School District point of contact within 2 school days when there has been a best interest determination that student in foster care will transfer into a new school within School District from *another* local educational agency.
- Providing professional development and training to Human Services staff on Fostering Connections and ESSA provisions; the school stability requirements of Volume 7 including 12 CCR 2509-4, 7.301.24(D), 7.301.241, and 7.301.242; and this Agreement.
- Serving as a secondary source, when possible, to provide educational records from the Human Services case file to a student’s new school.
- Coordinating necessary transportation for students as described in this Agreement, including through development of any Human Services policies or practices necessary to implement these procedures.

- Participating in good faith in the dispute resolution process outlined in this Agreement in the event of disagreements regarding transportation.

B. School District Point of Contact

The primary point of contract for purposes of implementing this Agreement is:

Monica Johnson, Superintendent
mjohnson@strasburg3lj.com 303-622-2698

School District will have a designated point of contact for purposes of implementing this Agreement and affirms that he or she has sufficient authority, capacity, and resources to fulfill the following obligations of this agreement including:

- Coordinating with the corresponding Human Services point of contact to implement this Agreement.
- Ensuring participation of an individual from School District who knows the student when Human Services facilitates a best interest determination pursuant to 12 CCR 2509-4, 7.301.241. The participant should be someone who “is knowledgeable about the child and able to provide feedback on significant relationships that the child may have formed and how changing Schools would impact his or her academic, social, or emotional well-being such as a teacher, counselor, coach, or other meaningful person in the child’s life.”¹⁶
- Developing and implementing a transportation plan when transportation is needed to maintain the student in the school of origin. School District will notify the Human Services point of contact of this plan and the date of the implementation, two days prior to the date of implementation.
- Developing and implementing a “need to know basis” confidentiality policy to meet the educational needs of students in foster care while also protecting privacy of sensitive information; documenting best interest determinations and foster care status on behalf of School District to the extent required to meet students’ educational needs.
- Providing professional development and training to School District staff on ESSA provisions, this Agreement, and the educational needs of students in foster care.
- Facilitating the prompt transfer of educational records for students in foster care who enter or exit a school within School District.
- Facilitating immediate enrollment for students in foster care who enter a school within School District.
- Immediately requesting education records from the school of origin for students in foster care who enter a school within School District.¹⁷
- Ensuring that students in foster care are promptly enrolled in School District’s free lunch program.¹⁸
- Ensuring that the school and School District waive all school fees for students in out-of-home placement, including but not limited to any general fees, fees for books, fees for lab work, fees for participation in in-school or extracurricular activities, and fees for before-school or after-school programs.¹⁹

¹⁶ Joint Guidance at 13.

¹⁷ 20 U.S.C. § 6311(g)(1)(E) (requiring receiving school to immediately initiate records transfer).

¹⁸ 42 U.S. § 1758(b)(5) (establishing categorical eligibility for free lunch for students in foster care).

¹⁹ § 22-32-138(7), C.R.S.

²⁰ Joint Guidance at 14.

- Facilitating data sharing with Human Services consistent with FERPA, the IDEA, and other privacy laws and policies.
- Coordinating necessary transportation for students as described in this Agreement, including through development of any School District policies or practices necessary to implement these procedures.
- Participating in good faith in the dispute resolution process outlined in this Agreement in the event of disagreements regarding transportation.

C. Seamless Coverage of Obligations

While the duties described above are expected to be fulfilled by the designated point of contact, the duties are obligations of the respective parties. School District and Human Services shall ensure adequate staffing and resources to meet the obligations of this agreement. School District and Human Services shall ensure seamless coverage during times such as staff vacancies or leave.

V. BEST INTEREST DETERMINATIONS

When a school move is considered as a result of a change in foster care placements, Human Services shall facilitate a best interest determination in compliance with 12 CCR 2509-4, 7.301.241. A copy of this section of this regulation is attached as **Appendix A**.

A. Responsibility for Determining Best Interest

Human Services is the entity responsible for determining whether it is in a student's best interest to remain in their school of origin, with input from School District.²⁰ Consistent with 12 CCR 2509-4, 7.301.241 and the point of contact duties outlined in this Agreement, Human Services shall engage School District in this process, and School District shall provide meaningful input from a representative who knows the student.

It is presumed to be in a student's best interest to remain in the school of origin with transportation provided. Therefore, if no school move is ever considered, a best interest determination is unnecessary. If School District believes a school move should be considered, and Human Services has not already initiated the best interest determination process, then the School District point of contact may send a written request for a best interest determination to the Human Services point of contact. Human Services must then facilitate a best interest determination process.

A best interest determination meeting is not required when a change in school is considered due to the child's IEP needs. In addition, the best interest determination process does not overrule any recommendations through the IEP process.

In some instances, the juvenile court may exercise its jurisdiction to make a best interest determination, which may or may not be consistent with a determination already made by Human Services. In these instances, and to the extent that they are in conflict, the juvenile court's orders supersede the determination made by Human Services.

B. Timing and Outcome of Best Interest Determination

The best interest determination must be made prior to a change in schools.

The outcome of a best interest determination can be:

- (1) It is in the student's best interest to remain in the school of origin, and a transportation plan is not necessary;
- (2) It is in the student's best interest to remain in the school of origin, and transportation plan is necessary; or
- (3) It is in the student's best interest to change schools. The new school and date for transfer must be identified.

A determination that it is in a student's best interest to change schools shall include the date when it is best for him or her to transfer, with the student continuing to attend the school of origin until that date. When a school move is necessary, it is assumed to be in a student's best interest to transition at natural academic junctures.

Human Services and School District agree to coordinate as outlined in this agreement to maintain students in their schools of origin unless it is determined not to be in their best interest to do so and until the designated date for transfer. Agreed upon transportation plans will continue through seasonal breaks, to include summer, until the child returns home, there is a placement change, or there is a request for a subsequent best interest determination meeting. When a child exits out-of-home placement, they retain school stability protections, including transportation to the school of origin, for the duration of the academic semester or term. This continuity aims to support permanency, prevent re-entry, and support educational outcomes.

VI. IMMEDIATE SCHOOL ENROLLMENT

Human Services point of contact will notify School District point of contact within 1 school day of a determination that it is in a student's best interest to transfer into a school within School District. This notice shall include the date designated for transfer.

School District will ensure the student is immediately enrolled, which means attending and meaningfully participating in school by the date designated in the student's best interest determination, in accordance with 12 CCR 2509-4, 7.301.241(D)(4). Enrollment cannot be denied or delayed because documents normally required for enrollment (proof of age, proof of residency, vaccination records) have not been submitted.²¹ School records, including an IEP, are never required for enrollment, but an enrolling school must immediately contact the school of origin to obtain relevant records.²²

When a student transfers out of School District, School District will support that student's transition by ensuring prompt transfer of records to the new school. Records transfer must not be delayed due to any fees or fines the student may owe.

²¹ 20 U.S.C. § 6311(g)(1)(E); Joint Guidance at 20.

²² *Id.*

VII. PROVISION AND ARRANGEMENT OF TRANSPORTATION

Human Services and School District share the goal and obligation of providing prompt, cost-effective transportation to maintain students in their schools of origin. To achieve this, parties agree to the following terms and procedures.

A. Duration of Transportation

Transportation obligations begin on the day a student is placed out-of-home. It is presumed to be in a student's best interest to remain in the school of origin, so no formal best interest determination is needed to trigger parties' transportation obligations. However, School District may request a best interest determination as described in Section V of this Agreement.

Transportation will be continuously provided for the duration of the student's time in foster care unless and until it is determined not to be in the student's best interest. If a student exits foster care before the end of a school year, the transportation arrangement will be maintained through the end of the school year to maintain the student's educational stability.²³

B. Interim/Short-Term Transportation – Arrangement and Order of Preference

Children and youth in foster care must remain in the school of origin unless and until it is determined to be in their best interest to attend a new school. In recognition that initial placement into foster care and changes in foster care placements often occur with little notice, Human Services is responsible for arranging short-term transportation to ensure school attendance immediately following a placement change. Human Services and School District agree to the following to provide short-term transportation services to a student's school of origin while longer-term decisions and arrangements are made. Transportation may be a combination of methods as necessary for the individual situation.

These short-term preferences also apply when circumstances change during an existing placement and the previously arranged transportation plan can no longer be followed.

Order of preference for short-term transportation:

1. *Caregiver*. The preferred immediate transportation option is for the student's caregiver or another appropriate adult (such as non-custodial parents, kin, a mentor, or a CASA volunteer) to provide transportation with mileage reimbursement. Any care provider who provides transportation shall have a valid driver's license and maintain auto liability insurance pursuant to Colorado Revised Statutes.
 - Human Services caseworker will coordinate with caregiver to arrange transportation under this option.
 - If caregiver transportation is an option, Human Services and School District will cost share responsibility for the costs of caregiver mileage reimbursement to the school of origin. The Human Services caseworker is responsible for arranging this with the caregiver.

²³ Federal guidance encourages agencies to "make every effort to continue to ensure transportation is provided through the end of the school year" in which a child exits foster care. Joint Guidance at 17. See also § 22-32-116 (entitling non-resident students to remain in their school until the end of the academic term, or year for elementary and 12th grade students).

2. *Public Transportation.* If public transportation is an appropriate option, the student may take public transportation to school.
 - The Human Services caseworker will work with the caregiver and student to identify an appropriate public transportation route.
 - Human Services and School District will cost share the responsibility for the costs of public transportation, including the fares for an adult chaperone if necessary, to the school of origin for the first seven school days.
3. *Third-Party Private Provider.* Identified third-party providers may provide school transportation.
 - Human Services point of contact will select and arrange short-term transportation with the provider.
 - Human Services and School District agree to cost share the additional costs as described in Section VIII.
4. *Human Services or School District Staff.* Identified employees of Human Services and/or School District may provide school transportation. Any School District Staff providing transportation for a student shall have passed criminal background checks of at least a seven year period. Any School District Employee with a record indicating felony violations, questionable character, or possible security risk shall not be allowed to provide transportation to students under this Agreement. Any staff that provide transportation shall have a valid driver's license and maintain auto liability insurance pursuant to Colorado Revised Statutes.

C. Ongoing Transportation – Arrangement and Order of Preference

School District is responsible for arranging ongoing transportation. Consistent with the duties described in Section IV, the Human Services point of contact will notify the School District point of contact within two school days when a student who already attends school in the School District has been placed in foster care or when there has been a foster care placement change. The Human Services point of contact will indicate in this notice and/or follow up communication if the student will need transportation to their school of origin under this Agreement.

Human Services point of contact will also notify the School District point of contact within two school days should other circumstances change requiring revision to the transportation plan.

Within two school days of being notified of the need for transportation, the School District point of contact will determine whether there is an existing transportation route that the student can take to the school of origin or, alternatively, whether the student is eligible for transportation under the IDEA or the McKinney-Vento Homeless Assistance Act.

School District will promptly develop an ongoing transportation plan. Transportation may be a combination of methods as necessary for the individual situation. The School District point of contact will notify the Human Services point of contact within two days of any changes to the current transportation plan.

Additional costs of ongoing transportation will be shared by Human Services and School District as detailed in Section VIII.

Order of preference for ongoing transportation:

1. *School District Route.* If there is an existing school district transportation route, including routes that can be modified, the School District point of contact will arrange for the student to begin riding on the existing route as soon as possible. The School District point of contact will notify the Human Services point of contact *and* the foster parent/kinship caregiver of the route information. If transportation under this option is already required under the McKinney-Vento Act or IDEA, it does not pose an “additional cost.”
2. *Transportation Already Addressed through Other Means.* School District will assess whether the student is entitled to transportation services under another statute. School District will provide transportation funded by the School District if the student is eligible under the McKinney-Vento Act or the IDEA; because this transportation is already required, it does not pose an “additional cost.”
3. *Drop-off to Meet School District Route.* This option is available when the student can be dropped off, whether by a caregiver or another provider, to meet an existing school district route, including routes that can be modified. School District point of contact will coordinate with Human Services point of contact to determine if this is an option.
4. Caregiver. As described above.
5. Public Transportation. As described above.
6. Third- Party Private Provider. As described above..

VIII. FUNDING OF TRANSPORTATION

A. Mileage Reimbursement Rates and Eligibility

1. *Rates.* When using personal vehicles, Human Services employees and School District employees shall be reimbursed for mileage at the rates established by their respective agency. These employees shall maintain automobile and liability insurance at the levels required by their respective agency policy for transporting minors.

The rate for caregiver mileage reimbursement shall be the same as is provided through the Federal Standard Mileage Rate.

Mileage to be reimbursed includes the door-to-door actual miles necessary to take the student to school, less the provider’s normal commute (if any).

Each Party shall provide the other Party with notification of their respective mileage reimbursement rates and any changes thereto in a timely manner.

2. *Indemnification.* To the extent allowed by law, the School District shall indemnify and hold harmless the County and its elected and appointed officials, officers, employees, and agents from and against any and all losses, damages, liabilities, claims, suits, actions, or awards, including costs,

expenses and attorney's fees, incurred or occasioned as a result of the acts or omissions of the School District, or its principals, employees, agents, or subcontractors arising out of or in any way connected with the performance of services under this Agreement. The School District's obligation to indemnify pursuant to this paragraph, and to provide any extended insurance coverage where applicable, shall survive the completion of the scope of services, and shall survive the termination of this Agreement.

B. Cost-Sharing and Maximization of Federal Funds

In general, 80% of Human Services' expenses pursuant to this agreement will be reimbursed by the Colorado Department of Human Services (CDHS). It is the intent of Human Services and School District to share the remaining non-reimbursable costs (20%) of transportation equally and to maximize availability of federal dollars. Except as otherwise provided in this Agreement, Human Services and School District agree to each cover 50% of the additional costs of transportation to maintain students who are in out-of-home placement in their schools of origin. "Additional costs" are costs of transportation that exceed what the LEA would otherwise pay to transport the student to school if the student were not in foster care.

Transportation services and the cost share agreements shall end at the end of the academic semester during which the child welfare case was closed.

Cost sharing when the School District does not have a prior cost - Description: Student changes foster care placements and needs transportation to the school of origin. The student did not previously have any district provided transportation and there are no pre-existing bus routes.

$\text{Total cost of transportation} \times 0.8 = \text{amount to be reimbursed by CDHS}$

$\text{Total cost} \times 0.2 \times 0.5 = \text{cost share amount for each entity}$

Cost sharing when the district has prior costs - Description: Prior to the change in foster care placement, the school district was providing transportation. The cost share shall be a split of the difference in cost between what the district was paying prior to the change in foster care placement and the cost of providing transportation to the school of origin after the change in foster care placement.

$\text{Cost to be split} = \text{total cost of transportation} - \text{School District's prior obligation}$

$\text{Cost to be split} \times 0.8 = \text{Reimbursement by CDHS}$

$\text{Cost to be split} \times 0.2 \times 0.5 = \text{cost share amount for each entity}$

The School District shall submit invoicing for the total cost of transportation expended by the School District for eligible children/youth on a monthly basis. Human Services will submit expenditures to CDHS for reimbursement. Human Services shall reimburse the School District the 80% expended plus the School District applicable cost share amount. If Human Services incurs the cost of transportation, Human Services will reimburse the School District only the applicable cost share amount. The Parties may submit monthly invoices that itemize any additional costs incurred during the preceding month. Invoices must include the child's name, Trails Case ID number, dates of service and itemize the "ordinary" as well as "additional" costs for transportation for that child. Invoices shall be sent to the primary point of contact for each Party. The Parties agree to reimburse each other for their proportionate share of additional costs.

Incorrect payments to either Party may be recovered from the Party who received the incorrect payment by deduction from subsequent payments due to the Party under this Contract.

Invoice to Human Services: Invoices are due on the 5th of each month except when the 5th is on a Saturday or a Sunday in which case the report is due the following Monday, or if Monday is a holiday, on the following business day by Close of Business. The School District agrees that any invoices not submitted to the County within 60 days of the date that the School District rendered services to the County will not be paid by the County. The County will process payment. If the School District disagrees with any remittance made by the County, the School District agrees to send written notice of the disagreement and the reasons for the disagreement to the Adams County Human Services Department no later than 30 days after the issuance of the remittance. The County agrees to respond to the notice of disagreement within 30 days after receipt of the notice. If the School District fails to send written notice of the disagreement within 30 days after the issuance of the remittance, the School District agrees to waive any claim against the County concerning the invoice or the remittance. Payment of the invoices by the County will be made within twenty-five (25) days of the receipt thereof.

Title IV-E and Title I funds are the primary sources of federal child welfare and education funds, respectively, that can be applied to transportation costs to maintain students in foster care in their schools of origin.²⁴ Title IV-E funds are available only for eligible children and youth, and these funds require a 50% state or local match. Approximately 50% of the children and youth in foster care served by Human Services are IV-E eligible. Title I dollars are a set amount and do not require a match, and these funds may be utilized for any student in foster care. However, School District incurs more Title I-eligible expenses than it receives in Title I dollars. Thus, it is anticipated that Human Services and School District will have to utilize state and local funds to meet transportation obligations.

Under the following terms, it is mutually beneficial to Parties to utilize state and local dollars strategically to maximize the overall federal contribution to Colorado's transportation costs for students in foster care. In order to provide transportation services in a cost-effective manner, Parties agree to take the measures outlined below.

1. **Title IV-E Match-Eligibility.** Human Services and School District agree to utilize, to the extent possible, funds that are eligible for a federal Title IV-E match toward the transportation costs for IV-E eligible students.

IX. CONFIDENTIALITY

A. Confidentiality of Child Welfare Information

Human Services and School District understand and agree that not all information relevant to a student's best interest determination is permissible or appropriate to be shared with School District staff. In order to protect family privacy, Human Services may not be able to disclose certain factors impacting the best interest determination, including but not limited to content of or progress on parents' treatment plans, details of students' mental health needs, sensitive family information, etc. Human Services and School District agree that the primary role of School District in the best interest determination process is to provide information and insight about the student and schools.

²⁴ Throughout this document, "Title IV-E" refers to Title IV-E of the Social Security Act, and "Title I" refers to Title I of the Elementary and Secondary Education Act, reauthorized in 2015 as the Every Student Succeeds Act

B. School District Use of Sensitive Information

Notwithstanding the safeguards above, School District and its employees will inevitably learn information of a sensitive nature as a result of participating in the best interest determination process and in the ongoing work of supporting children and youth in foster care.

In recognition that education records are more accessible to a wider audience than child welfare records, School District will adopt practices and/or policies to allow it to utilize sensitive information to serve a student in foster care's educational needs without unnecessarily creating and maintaining "educational records" subject to disclosure pursuant to the Family Educational Rights and Privacy Act.

X. DISPUTE RESOLUTION

A. Funding of Transportation Pending Dispute

In order to meet the educational stability needs of children and youth, and to comply with Fostering Connections and ESSA, Human Services and School District agree to participate in the Best Interest Determination meetings, accept the outcome of such meeting, and provide and fully fund transportation as outlined in Section VIII above pending resolution of disputes.²⁵

If Human Services and School District disagree regarding the transportation plan(s) of an individual student, or group of students, the transportation provided shall be the first option in the order of preferences that is supported by at least one party to this Agreement.

B. Dispute Resolution Procedures

Disputes regarding best interest determination shall be handled in a manner that promotes the child/youth's safety and stability and will follow the procedures as referenced in **Appendix A**, 12 CCR 2509-4, 7.301.241, D.8

Disputes regarding transportation plans of the student shall be handled as follows:

As soon as it is apparent that a disagreement exists and dispute resolution is necessary, the School District and Human Services points of contact shall notify their respective administrators of the dispute. The administrators shall attempt to come to an agreement within 5 school days. If an agreement still cannot be reached, parties agree that the County Deputy Director and the School District's Assistant Superintendent will decide the outcome, including any amounts owed between parties for transportation provided pending the resolution.

List of Appendices:

Appendix A: 12 CCR 2509-4, 7.301.241 (School Stability/Best Interest Determination Rule)

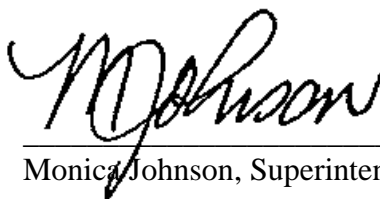
²⁵ See 34 C.F.R. 299.13(c)(1)(ii) (2016) (requiring clear written procedures for how transportation will be provided and funded pending dispute resolution).

FOR ADAMS COUNTY:

Mary Hodge, Chair BOCC

Date

FOR THE SCHOOL DISTRICT:



Monica Johnson, Superintendent

10-31-2018
Date

Approved as to form:

County Attorney's Office



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 11, 2018
SUBJECT: Transportation IGA between ACHSD and Westminster Public Schools to Provide Educational Stability for Foster Children
FROM: Chris Kline, Director
AGENCY/DEPARTMENT: Human Services Department
HEARD AT STUDY SESSION ON: n/a
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves IGA between ACHSD and Westminster Public Schools to provide Educational Stability for Foster Children.

BACKGROUND:

The Every Student Succeeds Act (ESSA) was signed into Federal Law in 2016. This law required School Districts and Child Welfare Agencies to establish a Transportation IGA to keep foster children in their schools of origin. As of July 1, 2018, Colorado took the added step to codify these requirements in Colorado statute and to provide an allocation of "letter note" funds for school transportation to be managed through Child Welfare to help support these efforts. HB 18-1306 requires County Child Welfare agencies to complete an IGA with all local school districts to promote educational stability, which include guidance regarding equitable cost-sharing, expectations of each party, and dispute resolution procedures to assure that foster children/youth have the support needed to remain in their schools of origin when appropriate.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Westminster Public Schools

ATTACHED DOCUMENTS:

Resolution
Westminster Public Schools IGA

FISCAL IMPACT:

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

Fund: 15**Cost Center:**

	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 ADAMS COUNTY HUMAN SERVICES
DEPARTMENT AND WESTMINSTER PUBLIC SCHOOLS INTERGOVERNMENTAL
AGREEMENT TO TRANSPORT CHILDREN AND YOUTH IN FOSTER CARE TO
THEIR HOME SCHOOL**

Resolution 2018-_____

WHEREAS, the Board of County Commissioners, County of Adams, State of Colorado, desires to approve this Intergovernmental Agreement (IGA) in accordance with Federal and State Law to assure timely and effective transportation of children and youth in foster care to help maintain them in their school district of origin whenever it is in the best interest of the student to do so; and,

WHEREAS, ensuring school stability and academic success for children and youth in foster care is an important joint responsibility of child welfare and education agencies; and,

WHEREAS, the Fostering Connections to Success and Increasing Adoptions Act of 2008, and the Every Student Succeeds Act require child welfare agencies and education agencies to collaborate to ensure school stability and school attendance for all children and youth in foster care; and,

WHEREAS, the Board of County Commissioners, County of Adams, State of Colorado, finds this IGA to be appropriate and in the best interests of the children and families of the County of Adams.

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Intergovernmental Agreement between Adams County Human Services and Westminster Public Schools, 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 IGA on behalf of Adams County.

INTERGOVERNMENTAL AGREEMENT (IGA)

(IGA) Intergovernmental Agreement between the Westminster School District located at 6933 Raleigh St., Westminster, CO 80030, and the Adams County Human Services Department, located at 11860 Pecos St., Westminster, Colorado, 80234, on behalf of children/youth placed out of their home by the Adams County Human Services Department in foster care, regardless of the location of the placement.

WHEREAS, intergovernmental agreements to provide functions or services, including the sharing of costs of such functions or services by political subdivisions of the State of Colorado, are specifically authorized by Section 29-1-203 C.R.S. and Article XIV, Section 18 of the Colorado Constitution; and,

WHEREAS, ensuring school stability and academic success for children and youth in foster care is an important joint responsibility of child welfare and education agencies; and,

WHEREAS, Colorado's students in foster care experience much higher rates of school mobility and much lower rates of academic achievement than their peers, and less than one out of three Colorado students in foster care graduates high school within four years of entering ninth grade;¹ and,

WHEREAS, the Fostering Connections to Success and Increasing Adoptions Act of 2008,² (Fostering Connections Act) and the Every Student Succeeds Act³ (ESSA) require child welfare agencies and education agencies to collaborate to ensure school stability and school attendance for all children and youth in foster care; and,

WHEREAS, the Fostering Connections Act and ESSA require that when a child or youth in foster care changes foster care placements, he or she remains in the school of origin with necessary transportation provided, or, if this is not in his or her best interest, that the child or youth is immediately and appropriately enrolled in a new school even without normally required records;⁴ and,

WHEREAS, the Fostering Connections Act allows child welfare agencies to use Title IV-E funds for reasonable travel to the school of origin for eligible children and youth;⁵ and,

WHEREAS, ESSA allows educational agencies to use Title I funds to pay for additional costs needed to transport children and youth in foster care to their school of origin;⁶ and,

WHEREAS, ESSA requires each local educational agency (LEA) to collaborate with the local child welfare agency to develop and implement clear written procedures governing how transportation to maintain children and youth in foster care in their schools of origin, when in their best interest, will be provided, arranged, and funded for the duration of the time in foster care;⁷ and,

WHEREAS, such transportation must be provided promptly and in a cost-effective manner and in accordance with Section 475(4)(A) of the Social Security Act (codified at 42 U.S.C. § 675(4) (A));⁸ and,

¹ Clemens, E. V. (2014). Graduation and Dropout Rates for Colorado Students in Foster Care: 5-Year Trend Analysis (2007-08 to 2011-12). Greeley, CO: University of Northern Colorado. Visit <http://www.unco.edu/cebs/foster-care-research/reports.aspx> for all available reports and <http://www.unco.edu/cebs/foster-care-research/needs-assessment-data/> for interactive data visualizations by topic.

² Fostering Connections to Success and Increasing Adoptions Act of 2008 (hereinafter "Fostering Connections Act"), Pub. L. 110-351, 122 Stat. 3949 (codified as amended in scattered sections of 42 U.S.C.). Sections of Fostering Connections relevant to this Agreement include, but are not necessarily limited to, 42 U.S.C. § 675(1)(G) and (4)(A).

³ Every Student Succeeds Act, Pub. L. 114-95, 129 Stat. 1802 (codified throughout 20 U.S.C.). Sections of ESSA relevant to this Agreement include, but are not necessarily limited to, 20 U.S.C. § 6311(g) and 20 U.S.C. § 6312(c)(5).

⁴ 42 U.S.C. § 675(1)(G) and 20 U.S.C. § 6311(g)(1)(E) and § 6312(c)(5)(B).

⁵ 42 U.S.C. § 675(4)(A). Throughout this document, "Title IV-E" refers to Title IV-E of the Social Security Act.

⁶ 20 U.S.C. § 6302(a) (Appropriating funds to local educational agencies for use in carrying out activities described in ESSA Title I, Part A (20 U.S.C. § 6312)). Throughout this document, "Title I" refers to Title I of the Elementary and Secondary Education Act, reauthorized in 2015 as the Every Student Succeeds Act.

WHEREAS, ESSA requires each local educational agency to designate a point of contact if the corresponding child welfare agency notifies it in writing that it has designated a point of contact,⁹ and in Colorado, educational agency points of contact, known as Child Welfare Education Liaisons (CWEL), are required in each local educational agency.¹⁰

THEREFORE, the undersigned Parties do hereby agree to the following:

I. PARTIES

This Agreement is made between the following agencies: **Adams County Human Services Department ("Human Services")** located at 11860 Pecos St., Westminster, CO 80234 and **Westminster Public School District ("School District")**, District Code **0070**, located at 6933 Raleigh St., Westminster, CO 80030.

II. TERMS AND EFFECTIVE DATE

The Agreement shall go into effect beginning October 1, 2018, and expire on June 30, 2019.

A. Form of Notice

Timely notice and communication between Parties is required upon several occasions outlined in this Agreement. Parties agree that prompt, efficient communication is necessary to achieve the purposes of this Agreement and therefore agree that, unless otherwise specified, electronic signatures are sufficient, and notices do not need to be sent in hard copy.

To facilitate effective communication, unless otherwise specified, notices must:

1. Be in writing (notice by phone call must be followed up with email); and
2. Be delivered via email, in accordance with section IX.C regarding secure transfer of personally identifiable information;

⁷ 20 U.S.C. § 6312(c)(5)(B).

⁸ *Id.*

⁹ 20 U.S.C. § 6312(c)(5)(A).

¹⁰ § 22-32-138, C.R.S.

I. DEFINITIONS

“Additional costs” are costs of transportation that exceed what the local educational agency would otherwise pay to transport the student to school if the student were not in foster care.¹¹

“Best interest determination” refers to the outcome of a process facilitated by the County Department of Human Services, in accordance with 12 CCR 2509-4, 7.301.241, to determine whether it is in a child or youth’s best interest to remain in the school of origin or, alternatively, transfer to a new school.

“Caregiver” for purposes of this agreement, refers to any approved, non-professional adult who accepts the responsibility of transporting the student to school, including but not limited to a foster parent, kinship caregiver, custodial or non-custodial parent, non-custodial kin, older sibling, etc. The term is used broadly to describe persons who may be reimbursed for their mileage or public transit fares pursuant to this Agreement.

“Child in foster care” includes all school-aged children and youth in foster care, regardless of Title IV-E eligibility, including those attending a public preschool.¹²

“Foster Care” has the same meaning as defined by 45 CFR § 1355.20, which is “24-hour substitute care for children placed away from their parents or guardians and for whom the title IV-E agency has placement and care responsibility. This includes, but is not limited to, placements in foster family homes, foster homes of relatives, group homes, emergency shelters, residential facilities, child care institutions, and pre-adoptive homes. A child is in foster care in accordance with this definition regardless of whether the foster care facility is licensed and payments are made by the State, Tribal or local agency for the care of the child, whether adoption subsidy payments are being made prior to the finalization of an adoption, or whether there is Federal matching of any payments that are made.”

“Immediate Enrollment” means attending and meaningfully participating in school by the date designated in the student’s best interest determination, in accordance with 12 CCR 2509-4, 7.301.241(D)(4).

“Local Educational Agency” (LEA) means the local public school district, charter institute, Colorado school for the deaf and the blind, and/or board of cooperative education services (BOCES). Individual schools are part of their respective LEAs.¹³

“Out-of-home placement” for purposes of this Agreement is interchangeable with “foster care.” See definition of “foster care.”¹⁴

“School of origin” means the current school in which the student was enrolled at the time of placement into foster care. If the student’s foster care placement changes, the school of origin is the school in which the student is enrolled at the time of the placement change,¹⁵ OR where the parents’ home address is if the youth hadn’t been attending school.

“Student” for purposes of this Agreement includes all school-aged children and youth in foster care, regardless of Title IV-E eligibility or out-of-home placement type (see definition of “foster care” above), including those attending a public preschool. A school-aged child or youth is considered a “student” for purposes of this Agreement even if they have not been enrolled in or attending school.

¹¹ U.S. Departments of Education and Health and Human Services, *Non-Regulatory Guidance: Ensuring Educational Stability for Children in Foster Care* at 17-18 (June 23, 2016) available at http://www.acf.hhs.gov/sites/default/files/cb/ed_hhs_foster_care_guidance.pdf (hereinafter, “Joint Guidance”). ¹² Joint Guidance at 8 (including preschoolers in scope of ESSA foster care provisions). ¹³ Local Educational Agency is defined in various areas of state and federal law. This Agreement utilizes the definition from 12 CCR 2509-1. ¹⁴ Both terms are used due to variations in state and federal law referring to the same population. Colorado law tends to use the term “out-of-home placement” while federal law uses “foster care.” ¹⁵ Joint Guidance at 11

IV. POINTS OF CONTACT AND DUTIES

A. Human Services Point of Contact

The primary point of contact for purposes of implementing this Agreement is:

Tracy Neely, Education Liaison
TNeely@adcogov.org 720-523-4319

Human Services will have a designated point of contact for purposes of implementing this Agreement and affirms that he or she has sufficient authority, capacity, and resources to fulfill the following obligations of this agreement including:

- Coordinating with the corresponding School District point of contact to implement this Agreement
- Participating in the development and implementation of a local best interest determination process that meets the requirements of 12 CCR 2509-4, 7.301.241, including ensuring all required participants are invited and all required documentation is completed.
- Notifying the School District point of contact within 2 school days when a student who attends school in the School District has been placed in foster care or when there has been a foster care placement change. If transportation will be needed to maintain the student in the school of origin and/or when a school move is considered, thus triggering a best interest determination process, this information shall be included in the notice.
- Scheduling the best interest determination meeting within 7 school days, whenever possible, from the placement.
- Notifying the School District point of contact within 1 school day of the outcome of a best interest determination for a student whose school of origin is within School District, including whether the determination triggers the need for ongoing transportation services pursuant to this Agreement. To ensure timely and consistent communication, the Human Services point of contact will send this notice even if a School District representative attended the best interest determination.
- Notifying the School District point of contact within 2 school days when there has been a best interest determination that student in foster care will transfer into a new school within School District from *another* local educational agency.
- Providing professional development and training to Human Services staff on Fostering Connections and ESSA provisions; the school stability requirements of Volume 7 including 12 CCR 2509-4, 7.301.24(D), 7.301.241, and 7.301.242; and this Agreement.
- Serving as a secondary source, when possible, to provide educational records from the Human Services case file to a student's new school.
- Coordinating necessary transportation for students as described in this Agreement, including through development of any Human Services policies or practices necessary to implement these procedures.
- Participating in good faith in the dispute resolution process outlined in this Agreement in the event of disagreements regarding transportation.

B. School District Point of Contact

The primary point of contract for purposes of implementing this Agreement is:

Name, Title Mr. Tige Asnicar

Email and Phone tasnicar@westminsterpublicschools.org 720.542.5097

School District will have a designated point of contact for purposes of implementing this Agreement and affirms that he or she has sufficient authority, capacity, and resources to fulfill the following obligations of this agreement including:

- Coordinating with the corresponding Human Services point of contact to implement this Agreement.
- Ensuring participation of an individual from School District who knows the student when Human Services facilitates a best interest determination pursuant to 12 CCR 2509-4, 7.301.241. The participant should be someone who "is knowledgeable about the child and able to provide feedback on significant relationships that the child may have formed and how changing Schools would impact his or her academic, social, or emotional well-being such as a teacher, counselor, coach, or other meaningful person in the child's life."¹⁶
- Developing and implementing a transportation plan when transportation is needed to maintain the student in the school of origin. School District will notify the Human Services point of contact of this plan and the date of the implementation, two days prior to the date of implementation.
- Developing and implementing a "need to know basis" confidentiality policy to meet the educational needs of students in foster care while also protecting privacy of sensitive information; documenting best interest determinations and foster care status on behalf of School District to the extent required to meet students' educational needs.
- Providing professional development and training to School District staff on ESSA provisions, this Agreement, and the educational needs of students in foster care.
- Facilitating the prompt transfer of educational records for students in foster care who enter or exit a school within School District.
- Facilitating immediate enrollment for students in foster care who enter a school within School District.
- Immediately requesting education records from the school of origin for students in foster care who enter a school within School District.¹⁷
- Ensuring that students in foster care are promptly enrolled in School District's free lunch program.¹⁸
- Ensuring that the school and School District waive all school fees for students in out-of-home placement, including but not limited to any general fees, fees for books, fees for lab work, fees for participation in in-school or extracurricular activities, and fees for before-school or after-school programs.¹⁹

¹⁶ Joint Guidance at 13,

¹⁷ 20 U.S.C. § 6311(g)(1)(E) (requiring receiving school to immediately initiate records transfer).

¹⁸ 42 U.S. § 1758(b)(5) (establishing categorical eligibility for free lunch for students in foster care).

¹⁹ § 22-32-138(7), C.R.S.

²⁰ Joint Guidance at 14.

- Facilitating data sharing with Human Services consistent with FERPA, the IDEA, and other privacy laws and policies.

- Coordinating necessary transportation for students as described in this Agreement, including through development of any School District policies or practices necessary to implement these procedures.
- Participating in good faith in the dispute resolution process outlined in this Agreement in the event of disagreements regarding transportation.

C. Seamless Coverage of Obligations

While the duties described above are expected to be fulfilled by the designated point of contact, the duties are obligations of the respective parties. School District and Human Services shall ensure adequate staffing and resources to meet the obligations of this agreement. School District and Human Services shall ensure seamless coverage during times such as staff vacancies or leave.

V. BEST INTEREST DETERMINATIONS

When a school move is considered as a result of a change in foster care placements, Human Services shall facilitate a best interest determination in compliance with 12 CCR 2509-4, 7.301.241. A copy of this section of this regulation is attached as **Appendix A**.

A. Responsibility for Determining Best Interest

Human Services is the entity responsible for determining whether it is in a student's best interest to remain in their school of origin, with input from School District.²⁰ Consistent with 12 CCR 2509-4, 7.301.241 and the point of contact duties outlined in this Agreement, Human Services shall engage School District in this process, and School District shall provide meaningful input from a representative who knows the student.

It is presumed to be in a student's best interest to remain in the school of origin with transportation provided. Therefore, if no school move is ever considered, a best interest determination is unnecessary. If School District believes a school move should be considered, and Human Services has not already initiated the best interest determination process, then the School District point of contact may send a written request for a best interest determination to the Human Services point of contact. Human Services must then facilitate a best interest determination process.

A best interest determination meeting is not required when a change in school is considered due to the child's IEP needs. In addition, the best interest determination process does not overrule any recommendations through the IEP process.

In some instances, the juvenile court may exercise its jurisdiction to make a best interest determination, which may or may not be consistent with a determination already made by Human Services. In these instances, and to the extent that they are in conflict, the juvenile court's orders supersede the determination made by Human Services.

B. Timing and Outcome of Best Interest Determination

The best interest determination must be made prior to a change in schools.

The outcome of a best interest determination can be:

- (1) It is in the student's best interest to remain in the school of origin, and a transportation plan is not necessary;
- (2) It is in the student's best interest to remain in the school of origin, and transportation plan is necessary; or
- (3) It is in the student's best interest to change schools. The new school and date for transfer must be identified.

A determination that it is in a student's best interest to change schools shall include the date when it is best for him or her to transfer, with the student continuing to attend the school of origin until that date. When a school move is necessary, it is assumed to be in a student's best interest to transition at natural academic junctures.

Human Services and School District agree to coordinate as outlined in this agreement to maintain students in their schools of origin unless it is determined not to be in their best interest to do so and until the designated date for transfer. Agreed upon transportation plans will continue through seasonal breaks, to include summer, until the child returns home, there is a placement change, or there is a request for a subsequent best interest determination meeting. When a child exits out-of-home placement, they retain school stability protections, including transportation to the school of origin, for the duration of the academic semester or term. This continuity aims to support permanency, prevent re-entry, and support educational outcomes.

VI. IMMEDIATE SCHOOL ENROLLMENT

Human Services point of contact will notify School District point of contact within 1 school day of a determination that it is in a student's best interest to transfer into a school within School District. This notice shall include the date designated for transfer.

School District will ensure the student is immediately enrolled, which means attending and meaningfully participating in school by the date designated in the student's best interest determination, in accordance with 12 CCR 2509-4, 7.301.241(D)(4). Enrollment cannot be denied or delayed because documents normally required for enrollment (proof of age, proof of residency, vaccination records) have not been submitted.²¹ School records, including an IEP, are never required for enrollment, but an enrolling school must immediately contact the school of origin to obtain relevant records.²²

When a student transfers out of School District, School District will support that student's transition by ensuring prompt transfer of records to the new school. Records transfer must not be delayed due to any fees or fines the student may owe.

²¹ 20 U.S.C. § 6311(g)(1)(E); Joint Guidance at 20.

²² *Id.*

VII. PROVISION AND ARRANGEMENT OF TRANSPORTATION

Human Services and School District share the goal and obligation of providing prompt, cost-effective transportation to maintain students in their schools of origin. To achieve this, parties agree to the following terms and procedures.

A. Duration of Transportation

Transportation obligations begin on the day a student is placed out-of-home. It is presumed to be in a student's best interest to remain in the school of origin, so no formal best interest determination is needed to trigger parties' transportation obligations. However, School District may request a best interest determination as described in Section V of this Agreement.

Transportation will be continuously provided for the duration of the student's time in foster care unless and until it is determined not to be in the student's best interest. If a student exits foster care before the end of a school year, the transportation arrangement will be maintained through the end of the school year to maintain the student's educational stability.²³

B. Interim/Short-Term Transportation – Arrangement and Order of Preference

Children and youth in foster care must remain in the school of origin unless and until it is determined to be in their best interest to attend a new school. In recognition that initial placement into foster care and changes in foster care placements often occur with little notice, Human Services is responsible for arranging short-term transportation to ensure school attendance immediately following a placement change. Human Services and School District agree to the following to provide short-term transportation services to a student's school of origin while longer-term decisions and arrangements are made. Transportation may be a combination of methods as necessary for the individual situation.

These short-term preferences also apply when circumstances change during an existing placement and the previously arranged transportation plan can no longer be followed.

Order of preference for short-term transportation:

1. *Caregiver.* The preferred immediate transportation option is for the student's caregiver or another appropriate adult (such as non-custodial parents, kin, a mentor, or a CASA volunteer) to provide transportation with mileage reimbursement. Any care provider who provides transportation shall have a valid driver's license and maintain auto liability insurance pursuant to Colorado Revised Statutes.
 - Human Services caseworker will coordinate with caregiver to arrange transportation under this option.
 - If caregiver transportation is an option, Human Services and School District will cost share responsibility for the costs of caregiver mileage reimbursement to the school of origin. The Human Services caseworker is responsible for arranging this with the caregiver.

²³ Federal guidance encourages agencies to "make every effort to continue to ensure transportation is provided through the end of the school year" in which a child exits foster care. Joint Guidance at 17. See also § 22-32-116 (entitling non-resident students to remain in their school until the end of the academic term, or year for elementary and 12th grade students).

2. *Public Transportation.* If public transportation is an appropriate option, the student may take public transportation to school.
 - The Human Services caseworker will work with the caregiver and student to identify an appropriate public transportation route.

- Human Services and School District will cost share the responsibility for the costs of public transportation, including the fares for an adult chaperone if necessary, to the school of origin for the first seven school days.
3. *Third-Party Private Provider.* Identified third-party providers may provide school transportation.
 - Human Services point of contact will select and arrange short-term transportation with the provider.
 - Human Services and School District agree to cost share the additional costs as described in Section VIII.
 4. *Human Services or School District Staff.* Identified employees of Human Services and/or School District may provide school transportation. Any School District Staff providing transportation for a student shall have passed criminal background checks of at least a seven year period. Any School District Employee with a record indicating felony violations, questionable character, or possible security risk shall not be allowed to provide transportation to students under this Agreement. Any staff that provide transportation shall have a valid driver's license and maintain auto liability insurance pursuant to Colorado Revised Statutes.

C. Ongoing Transportation – Arrangement and Order of Preference

School District is responsible for arranging ongoing transportation. Consistent with the duties described in Section IV, the Human Services point of contact will notify the School District point of contact within two school days when a student who already attends school in the School District has been placed in foster care or when there has been a foster care placement change. The Human Services point of contact will indicate in this notice and/or follow up communication if the student will need transportation to their school of origin under this Agreement.

Human Services point of contact will also notify the School District point of contact within two school days should other circumstances change requiring revision to the transportation plan.

Within two school days of being notified of the need for transportation, the School District point of contact will determine whether there is an existing transportation route that the student can take to the school of origin or, alternatively, whether the student is eligible for transportation under the IDEA or the McKinney-Vento Homeless Assistance Act.

School District will promptly develop an ongoing transportation plan. Transportation may be a combination of methods as necessary for the individual situation. The School District point of contact will notify the Human Services point of contact within two days of any changes to the current transportation plan.

Additional costs of ongoing transportation will be shared by Human Services and School District as detailed in Section VIII.

Order of preference for ongoing transportation:

1. *School District Route.* If there is an existing school district transportation route, including routes that can be modified, the School District point of contact will arrange for the student to begin riding on the existing route as soon as possible. The School District point of contact will

notify the Human Services point of contact *and* the foster parent/kinship caregiver of the route information. If transportation under this option is already required under the McKinney-Vento Act or IDEA, it does not pose an "additional cost."

2. *Transportation Already Addressed through Other Means.* School District will assess whether the student is entitled to transportation services under another statute. School District will provide transportation funded by the School District if the student is eligible under the McKinney-Vento Act or the IDEA; because this transportation is already required, it does not pose an "additional cost."
3. *Drop-off to Meet School District Route.* This option is available when the student can be dropped off, whether by a caregiver or another provider, to meet an existing school district route, including routes that can be modified. School District point of contact will coordinate with Human Services point of contact to determine if this is an option.
4. Caregiver. As described above.
5. Public Transportation. As described above.
6. Third- Party Private Provider. As described above..

VIII. FUNDING OF TRANSPORTATION

A. Mileage Reimbursement Rates and Eligibility

1. *Rates.* When using personal vehicles, Human Services employees and School District employees shall be reimbursed for mileage at the rates established by their respective agency. These employees shall maintain automobile and liability insurance at the levels required by their respective agency policy for transporting minors.

The rate for caregiver mileage reimbursement shall be the same as is provided through the Federal Standard Mileage Rate.

Mileage to be reimbursed includes the door-to-door actual miles necessary to take the student to school, less the provider's normal commute (if any).

Each Party shall provide the other Party with notification of their respective mileage reimbursement rates and any changes thereto in a timely manner.

2. ~~*Indemnification.* To the extent allowed by law, the School District shall indemnify and hold harmless the County and its elected and appointed officials, officers, employees, and agents from and against any and all losses, damages, liabilities, claims, suits, actions, or awards, including costs, expenses and attorney's fees, incurred or occasioned as a result of the acts or omissions of the School District, or its principals, employees, agents, or subcontractors arising out of or in any way connected with the performance of services under this Agreement. The School District's obligation to indemnify pursuant to this paragraph, and to provide any extended insurance coverage where applicable, shall survive the completion of the scope of services, and shall survive the termination of this Agreement.~~

B. Cost-Sharing and Maximization of Federal Funds

In general, 80% of Human Services' expenses pursuant to this agreement will be reimbursed by the Colorado Department of Human Services (CDHS). It is the intent of Human Services and School District to share the remaining non-reimbursable costs (20%) of transportation equally and to maximize availability of federal dollars. Except as otherwise provided in this Agreement, Human Services and School District agree to each cover 50% of the additional costs of transportation to maintain students who are in out-of-home placement in their schools of origin. "Additional costs" are costs of transportation that exceed what the LEA would otherwise pay to transport the student to school if the student were not in foster care.

Transportation services and the cost share agreements shall end at the end of the academic semester during which the child welfare case was closed.

Cost sharing when the School District does not have a prior cost - Description: Student changes foster care placements and needs transportation to the school of origin. The student did not previously have any district provided transportation and there are no pre-existing bus routes.

$\text{Total cost of transportation} \times 0.8 = \text{amount to be reimbursed by CDHS}$

$\text{Total cost} \times 0.2 \times 0.5 = \text{cost share amount for each entity}$

Cost sharing when the district has prior costs - Description: Prior to the change in foster care placement, the school district was providing transportation. The cost share shall be a split of the difference in cost between what the district was paying prior to the change in foster care placement and the cost of providing transportation to the school of origin after the change in foster care placement.

$\text{Cost to be split} = \text{total cost of transportation} - \text{School District's prior obligation}$

$\text{Cost to be split} \times 0.8 = \text{Reimbursement by CDHS}$

$\text{Cost to be split} \times 0.2 \times 0.5 = \text{cost share amount for each entity}$

The School District shall submit invoicing for the total cost of transportation expended by the School District for eligible children/youth on a monthly basis. Human Services will submit expenditures to CDHS for reimbursement. Human Services shall reimburse the School District the 80% expended plus the School District applicable cost share amount. If Human Services incurs the cost of transportation, Human Services will reimburse the School District only the applicable cost share amount. The Parties may submit monthly invoices that itemize any additional costs incurred during the preceding month. Invoices must include the child's name, Trails Case ID number, dates of service and itemize the "ordinary" as well as "additional" costs for transportation for that child. Invoices shall be sent to the primary point of contact for each Party. The Parties agree to reimburse each other for their proportionate share of additional costs.

Incorrect payments to either Party may be recovered from the Party who received the incorrect payment by deduction from subsequent payments due to the Party under this Contract.

Invoice to Human Services: Invoices are due on the 5th of each month except when the 5th is on a Saturday or a Sunday in which case the report is due the following Monday, or if Monday is a holiday, on the following business day by Close of Business. The School District agrees that any invoices not submitted to the County within 60 days of the date that the School District rendered services to the County will not be paid by the County. The County will process payment. If the School District disagrees with any remittance made by the

County, the School District agrees to send written notice of the disagreement and the reasons for the disagreement to the Adams County Human Services Department no later than 30 days after the issuance of the remittance. The County agrees to respond to the notice of disagreement within 30 days after receipt of the notice. If the School District fails to send written notice of the disagreement within 30 days after the issuance of the remittance, the School District agrees to waive any claim against the County concerning the invoice or the remittance. Payment of the invoices by the County will be made within twenty-five (25) days of the receipt thereof.

Title IV-E and Title I funds are the primary sources of federal child welfare and education funds, respectively, that can be applied to transportation costs to maintain students in foster care in their schools of origin.²⁴ Title IV-E funds are available only for eligible children and youth, and these funds require a 50% state or local match. Approximately 50% of the children and youth in foster care served by Human Services are IV-E eligible. Title I dollars are a set amount and do not require a match, and these funds may be utilized for any student in foster care. However, School District incurs more Title I-eligible expenses than it receives in Title I dollars. Thus, it is anticipated that Human Services and School District will have to utilize state and local funds to meet transportation obligations.

Under the following terms, it is mutually beneficial to Parties to utilize state and local dollars strategically to maximize the overall federal contribution to Colorado's transportation costs for students in foster care. In order to provide transportation services in a cost-effective manner, Parties agree to take the measures outlined below.

1. Title IV-E Match-Eligibility. Human Services and School District agree to utilize, to the extent possible, funds that are eligible for a federal Title IV-E match toward the transportation costs for IV-E eligible students.

IX. CONFIDENTIALITY

A. Confidentiality of Child Welfare Information

Human Services and School District understand and agree that not all information relevant to a student's best interest determination is permissible or appropriate to be shared with School District staff. In order to protect family privacy, Human Services may not be able to disclose certain factors impacting the best interest determination, including but not limited to content of or progress on parents' treatment plans, details of students' mental health needs, sensitive family information, etc. Human Services and School District agree that the primary role of School District in the best interest determination process is to provide information and insight about the student and schools.

²⁴ Throughout this document, "Title IV-E" refers to Title IV-E of the Social Security Act, and "Title I" refers to Title I of the Elementary and Secondary Education Act, reauthorized in 2015 as the Every Student Succeeds Act

B. School District Use of Sensitive Information

Notwithstanding the safeguards above, School District and its employees will inevitably learn information of a sensitive nature as a result of participating in the best interest determination process and in the ongoing work of supporting children and youth in foster care.

In recognition that education records are more accessible to a wider audience than child welfare records, School District will adopt practices and/or policies to allow it to utilize sensitive information to serve a student in foster

care's educational needs without unnecessarily creating and maintaining "educational records" subject to disclosure pursuant to the Family Educational Rights and Privacy Act.

X. DISPUTE RESOLUTION

A. Funding of Transportation Pending Dispute

In order to meet the educational stability needs of children and youth, and to comply with Fostering Connections and ESSA, Human Services and School District agree to participate in the Best Interest Determination meetings, accept the outcome of such meeting, and provide and fully fund transportation as outlined in Section VIII above pending resolution of disputes.²⁵

If Human Services and School District disagree regarding the transportation plan(s) of an individual student, or group of students, the transportation provided shall be the first option in the order of preferences that is supported by at least one party to this Agreement.

B. Dispute Resolution Procedures

Disputes regarding best interest determination shall be handled in a manner that promotes the child/youth's safety and stability and will follow the procedures as referenced in **Appendix A**, 12 CCR 2509-4, 7.301.241, D.8

Disputes regarding transportation plans of the student shall be handled as follows:

As soon as it is apparent that a disagreement exists and dispute resolution is necessary, the School District and Human Services points of contact shall notify their respective administrators of the dispute. The administrators shall attempt to come to an agreement within 5 school days. If an agreement still cannot be reached, parties agree that the County Deputy Director and the School District's Assistant Superintendent will decide the outcome, including any amounts owed between parties for transportation provided pending the resolution.

List of Appendices:

Appendix A: 12 CCR 2509-4, 7.301.241 (School Stability/Best Interest Determination Rule)

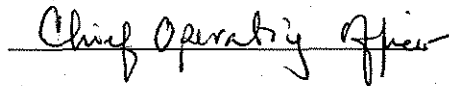
²⁵ See 34 C.F.R. 299.13(c)(1)(ii) (2016) (requiring clear written procedures for how transportation will be provided and funded pending dispute resolution).

FOR ADAMS COUNTY:

Mary Hodge, Chair BOCC

FOR THE SCHOOL DISTRICT:


James Duffy, Ed.D.


Chief Operating Officer

Date

Date: November 13, 2018

Approved as to form:

County Attorney's Office



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 11, 2018
SUBJECT: Resolution Regarding Defense and Indemnification of Tyler Benjamin as a Defendant Pursuant to C.R.S. § 24-10-101, et seq., 18-cv-02837
FROM: Heidi Miller, County Attorney and Kerri A. 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 Tyler Benjamin 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. Deputy Tyler Benjamin was named as a defendant in a civil action filed in Federal Court. The lawsuit alleges that the Plaintiff, David Sena's constitutional rights were violated when Deputy Benjamin conducted a traffic stop of a vehicle being driven by Mr. Sena. Specifically, Mr. Sena alleges that Deputy Benjamin used excessive force while attempting to restrain Mr. Sena and that alleged excessive force caused Mr. Sena injury/harm.

The County Attorney's Office has reviewed the facts of this lawsuit and has determined that Tyler Benjamin was acting within the course and scope of his employment with the Adams County Sheriff's Office at all relevant times pertaining to this lawsuit/incident. Therefore the County Attorney's Office is recommending that Tyler Benjamin 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

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 TYLER BENJAMIN 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, Tyler Benjamin has been sued in the matter of David Sena v. Adams County, et al. in the U.S. District Court, Case Number 18-cv-02837; 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 Tyler Benjamin 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 David Sena v. Adams County, et al.

BE IT 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 11, 2018
SUBJECT: Amended Intergovernmental Agreement (IGA) with the City of Brighton Regarding a Joint Ag Innovation Specialist Position
FROM: Kristin Sullivan, Community & Economic Development Director
AGENCY/DEPARTMENT: Community Development
HEARD AT STUDY SESSION ON: December 4, 2018 during AIR
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approve the Amended IGA with the City of Brighton Regarding a Joint Ag Innovation Specialist Position.

BACKGROUND:

Adams County and the City of Brighton wish to implement the jointly adopted District Plan's community vision for local food production, conservation and agri-based land uses in the area south of Brighton. The District Plan calls for a joint City and County employee to carry out the District Plan's implementation action items. The County and City entered into an IGA on May 7, 2017 to jointly hire an Ag Innovation Specialist to fulfill this role.

The County and City wish to amend the original IGA, entitled "Intergovernmental Agreement between Adams County and the City of Brighton Regarding a Joint Ag Innovation Specialist Position," to define the hiring, supervision, practical considerations of employment, financial commitments and other responsibilities with respect to the shared employee tasked with guiding and working towards the implementation of the District Plan.

The Amended Intergovernmental Agreement is a cooperative effort between the County and the City that will benefit the residents of Adams County.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

N/A

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: 1081**

	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:

This is a jointly funded position. The position is already funded in the 2019 budget and the nominal increase to the position for cost of living/inflation has been accounted for.

BOARD OF COUNTY COMMISSIONERS
FOR ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDED INTERGOVERNMENTAL AGREEMENT
WITH THE CITY OF BRIGHTON REGARDING A
JOINT AG INNOVATION SPECIALIST POSITION

Resolution 2018-###

WHEREAS, Adams County and the City of Brighton (“Parties”) wish to implement the jointly adopted District Plan’s community vision for local food production, conservation and agri-based land uses in the area south of Brighton; and,

WHEREAS, the District Plan calls for a joint City and County employee to carry out the District Plan’s implementation action items; and,

WHEREAS, the Parties wish to amend an intergovernmental agreement, entitled “Intergovernmental Agreement between Adams County and the City of Brighton Regarding a Joint Ag Innovation Specialist Position,” to define the hiring, supervision, practical considerations of employment, financial commitments, and other responsibilities with respect to the shared employee tasked with guiding and working towards the implementation of the District Plan; and,

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Amended Intergovernmental Agreement between Adams County and the City of Brighton Regarding a Joint Ag Innovation Specialist Position, 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 Amended Intergovernmental Agreement on behalf of Adams County.

AMENDED INTERGOVERNMENTAL AGREEMENT BETWEEN
ADAMS COUNTY AND THE CITY OF BRIGHTON REGARDING
A JOINT AG INNOVATION SPECIALIST POSITION

THIS AGREEMENT, made this _____ day of _____, 2018, by and between the CITY OF BRIGHTON, COLORADO (hereinafter called "CITY"), and ADAMS COUNTY, COLORADO (hereinafter called "COUNTY"), and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, COUNTY and CITY each approved a DISTRICT PLAN in March of 2016 (the "DISTRICT PLAN" or "PLAN"), which outlined several implementation activities including the establishment of a full-time Ag Innovation Specialist position to help guide and undertake work activities related to the implementation of the DISTRICT PLAN including, but not limited to, promoting continued agricultural land uses and agritourism uses, food production, marketing and education; and

WHEREAS, COUNTY and CITY now desire to amend the existing agreement for the Ag Innovation Specialist position and outline their understandings and agreements regarding the tasks, oversight and compensation of that project-designated position (the "AMENDED AGREEMENT").

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

1. SCOPE OF AGREEMENT

This AMENDED AGREEMENT defines the responsibilities and financial commitments of PARTIES with respect to the Ag Innovation Specialist Position ("POSITION").

2. PURPOSE

In order to further the goals of promoting agricultural activities, agritourism, local food systems, context-sensitive land use patterns and economic development, and preserving prime agricultural lands, one of the key strategies identified in the PLAN was the joint funding of a project-designated employee who would be employed by the COUNTY to carry out the PLAN's broad array of implementation action items. The District Plan Action Plan has nine next steps, five goals, and 26 tactics describing the work activities of the proposed POSITION, including the designation of the POSITION title as "Ag Innovation Specialist."

3. PUBLIC NECESSITY

PARTIES agree that the work performed pursuant to the AMENDED AGREEMENT is necessary for the health, safety, comfort, convenience, and welfare of all the people in the DISTRICT PLAN region and is of particular benefit to the inhabitants of the entire CITY and COUNTY and property therein.

4. PRACTICAL CONSIDERATIONS OF EMPLOYMENT

- A. The POSITION was initially established for a two-year (24-month) term, pending project timelines. The Parties now wish to extend the POSITION another three (3) years (36 months), effective January 1, 2019, until December 31, 2021. (The initial two-year term as well as three-year extension shall collectively be known as the "PROJECT PERIOD.") Thereafter, extensions of the PROJECT PERIOD shall be approved via resolution by the CITY and COUNTY prior to said extension.
- B. POSITION will be assigned tasks in accordance with an annual work program jointly developed by COUNTY and CITY. Day-to-day work activities and quarterly and annual milestones of POSITION will be set by the jurisdiction responsible for supervising and housing the POSITION ("RESPONSIBLE PARTY") in consultation with the other jurisdiction ("SUPPORTING PARTY").
- C. POSITION will serve as an employee housed and supervised by the RESPONSIBLE PARTY in a location determined by the RESPONSIBLE PARTY prior to the PROJECT PERIOD. The location and supervision of the POSITION will rotate, beginning with the COUNTY from June 19, 2017, to December 31, 2018, then to the CITY on January 1, 2019, for a period of three years. Recruitment, selection, and compensation of POSITION will be undertaken by RESPONSIBLE PARTY, with input, consultation, and participation by the SUPPORTING PARTY.
- D. POSITION will be subject to the policies of the RESPONSIBLE PARTY's Employee Manual as applicable.
- E. Performance reviews shall be conducted by the RESPONSIBLE PARTY in consultation with the SUPPORTING PARTY.
- F. For the PROJECT PERIOD, and as amended per Section 4A above, the POSITION will be funded by a 50/50 financial share between COUNTY and CITY.
- G. The focus of the job duties during the PROJECT PERIOD will be on implementing the DISTRICT PLAN and establishing the necessary programs and systems to support the DISTRICT PLAN's vision, recommendations and action items.
- H. COUNTY and CITY shall each designate one staff representative to work collaboratively with each other to provide support to POSITION.

5. POSITION AND PROGRAM COSTS AND ALLOCATION OF COSTS

- A. PARTIES agree that for the purposes of this AMENDED AGREEMENT, the 50/50 shared costs for the POSITION shall consist of and be limited to the following:
 - 1. Salary and benefits associated with POSITION;
 - 2. Costs of POSITION administration including office supplies and technologies, public meeting materials, education and training, and program support costs ("POSITION COSTS").
- B. It is understood and agreed that the total POSITION and POSITION COSTS as defined above shall not exceed Eighty-Two Thousand Dollars (\$82,000) with no more than a five percent (5%) increase annually for inflation/cost of living for each year of the PROJECT

PERIOD. The PARTIES may change the POSITION COSTS if the PROJECT PERIOD is extended in accordance with the process to extend the PROJECT PERIOD in Section 4A above.

- C. CITY shall contribute fifty percent (50%) of POSITION and POSITION COSTS as defined herein for the PROJECT PERIOD. These amounts may be subject to change per Section 5B above.
- D. COUNTY shall contribute fifty percent (50%) of POSITION and POSITION COSTS as defined herein for the PROJECT PERIOD. These amounts may be subject to change per Section 5B above.

6. MANAGEMENT OF FINANCES

- A. RESPONSIBLE PARTY shall be responsible for the provision of salary, benefits and associated expenditures for the POSITION and POSITION COSTS.
- B. RESPONSIBLE PARTY shall be responsible for ensuring all costs of salary, benefits and associated expenditures for the POSITION and POSITIONS COSTS shall not exceed Eighty-Two Thousand Dollars (\$82,000) annually, plus a five percent (5%) increase annually for inflation/cost of living.
- C. RESPONSIBLE PARTY shall request in writing from the SUPPORTING PARTY fifty percent (50%) of actual costs incurred on a quarterly basis. The request, along with supporting documentation, will be provided to the SUPPORTING PARTY in writing by the RESPONSIBLE PARTY within ten (10) days after the quarter has ended. All fourth quarter requests shall be remitted by the RESPONSIBLE PARTY by December 15th. The CITY's share of the POSITION is defined by Paragraph 5C of this AMENDED AGREEMENT. The COUNTY's share of the POSITION is defined by Paragraph 5D of this AMENDED AGREEMENT.
- D. SUPPORTING PARTY shall remit to the RESPONSIBLE PARTY their share of POSITION COSTS within fourteen (14) days after the receipt of each written request provided that all necessary documentation has been received by SUPPORTING PARTY to substantiate costs incurred. All fourth quarter payments shall be remitted to the RESPONSIBLE PARTY no later than the last day of the year to ensure timely receipt of the year's expenditures for POSITION.
- E. Quarterly financial records of the costs incurred for the POSITION and POSITION COSTS will be provided to the SUPPORTING PARTY by the RESPONSIBLE PARTY for informational purposes. The SUPPORTING PARTY may have access to review the records at any time with prior written notice to the RESPONSIBLE PARTY.

7. TERM OF AGREEMENT

- A. The term of this AMENDED AGREEMENT shall commence upon final execution by all PARTIES and shall supersede all other Agreements related to the POSITION.
- B. POSITION will terminate at the end of the PROJECT PERIOD unless terminated earlier by termination of this AMENDED AGREEMENT or agreement of the PARTIES. Financial payment for POSITION and POSITION COSTS shall end upon termination of

the AMENDED AGREEMENT or the POSITION, and the RESPONSIBLE PARTY shall reimburse the SUPPORTING PARTY any pre-paid proportion of its financial contribution resulting from said termination. The RESPONSIBLE PARTY shall pay such reimbursement within thirty (30) days of termination.

8. NOTICES

Any notices, demands, or other communications required or permitted to be given by any provision of this AMENDED 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 Community and Economic Development Department
4430 South Adams County Parkway, Suite C2000
Brighton, CO 80601-8212

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

For the City of Brighton:

City of Brighton Parks and Recreation Department
500 South 4th Avenue
Brighton, CO 80601

City of Brighton Finance Department
500 South 4th Avenue
Brighton, CO 80601

City of Brighton City Manager
500 South 4th Avenue
Brighton, CO 80601

9. AMENDMENTS

This AMENDED AGREEMENT contains all of the terms agreed upon by and among PARTIES. Any amendments or modifications to this AMENDED AGREEMENT shall be in writing and executed by PARTIES hereto to be valid and binding.

10. 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 AMENDED

AGREEMENT as a whole and all other clauses or provisions shall be given full force and effect.

11. APPLICABLE LAWS

This AMENDED 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.

12. ASSIGNABILITY

No party to this AMENDED 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.

13. BINDING EFFECT

The provisions of this AMENDED AGREEMENT shall bind and shall inure to the benefit of PARTIES hereto and to their respective successors and permitted assigns.

14. NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this AMENDED 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.

15. APPROPRIATIONS

Notwithstanding any other term, condition, or provision herein, each and every obligation of COUNTY and/or CITY stated in this AMENDED AGREEMENT is subject to the requirement of a prior appropriation of funds by the appropriate governing body of COUNTY and/or CITY.

16. NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this AMENDED AGREEMENT, and all rights of action relating to such enforcement, shall be strictly reserved to PARTIES, and nothing contained in this AMENDED 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 either one of PARTIES receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

17. 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 C.R.S. §8-17.5-101, *et seq.*

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

CITY OF BRIGHTON, COLORADO

Kenneth J. Kreutzer, Mayor

Date: _____

ATTEST:

Natalie Hoel, City Clerk

Approved as to Form:

Jack D. Bajorek, City Attorney

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Chair

Date: _____

ATTEST:

Adams County Clerk & Recorder's Office

Approved as to Form:

Adams County Attorney's Office

BOARD OF COUNTY COMMISSIONERS
FOR ADAMS COUNTY, STATE OF COLORADO
RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENT WITH THE CITY
OF BRIGHTON REGARDING A JOINT AG INNOVATION SPECIALIST POSITION

Resolution 2018-###

WHEREAS, Adams County and the City of Brighton (“Parties”) wish to implement the jointly adopted District Plan’s community vision for local food production, conservation and agri-based land uses in the area south of Brighton; and,

WHEREAS, the District Plan calls for a joint City and County employee to carry out the District Plan’s implementation action items; and,

WHEREAS, the Parties wish to amend an intergovernmental agreement, entitled “Intergovernmental Agreement between Adams County and the City of Brighton Regarding a Joint Ag Innovation Specialist Position,” to define the hiring, supervision, practical considerations of employment, financial commitments and other responsibilities with respect to the shared employee tasked with guiding and working towards the implementation of the District Plan; and

WHEREAS, the Intergovernmental Agreement is a cooperative effort between 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 amended Intergovernmental Agreement between Adams County and the City of Brighton regarding a Joint Ag Innovation Specialist Position, a copy of which is attached hereto and incorporated herein by this reference, be and hereby approved.

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



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 11, 2018
SUBJECT: APPROVING A LEASE BETWEEN ADAMS COUNTY AND FOSTER SOURCE FOR A PORTION OF THE PETE MIRELEZ HUMAN SERVICES CENTER
FROM: : Raymond H. Gonzales, County Manager Bryan Osler, Interim Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager Chris Kline, Human Services Department Director
AGENCY/DEPARTMENT: Human Services
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 with Foster Source to provide direct client services from the community partner space in the Pete Mirelez Human Services Center.

BACKGROUND:

The Adams County Human Services Department (HSD) has a limited office and client service delivery space in the new center to make available to non-profit, government or community-based agencies with missions and objectives consistent with those of the County's Human Services Department. The intent of providing the space within the new center will allow selected agencies to deliver direct client facing services to individuals and families with human service needs. These services should enhance or supplement, but do not replace or duplicate services being provides by the HSD such as:

- Community enrichment or poverty reduction
- Providing employment training or job acquisition
- Addressing homelessness
- Offering services that benefit senior citizens or children
- Addressing economic security or self sufficiency
- Eliminating food insecurity
- Providing culturally relevant services that meet the special needs of diverse populations
- Providing health and wellness services
- Addressing mental health
- Offering other direct services compatible with the needs of the clients of the HSD

area of the Pete Mirelez Human Services Building to other non-profits. The Board did not want a new solicitation. After contacting existing community partners, new partners were identified that would fill gaps in service delivery. Nine agencies sent letters of interest including: Foster Source, Senior Hub, YHC Clinic, Center for People with Disabilities, Denver Indian Family Resource Center, United for a New Economy, Early Childhood Partnership of Adams County, Joyful Journeys and Let Your Light Shine. All agencies were determined to be suitable partners.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Attorney's Office
Human Services
Community Partner already occupying space in the designated area

ATTACHED DOCUMENTS:

Resolution
Foster Source Lease for the Community Partner Space at the Pete Mirelez Human Services Building.

FISCAL IMPACT:

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

Fund: 15**Cost Center:** 100005007000

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:	5770		\$10.00
Total Revenues:			<u>\$10.00</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:

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

**RESOLUTION APPROVING A LEASE BETWEEN ADAMS COUNTY
AND FOSTER SOURCE FOR A PORTION OF
THE PETE MIRELEZ HUMAN SERVICES CENTER**

WHEREAS, Foster Source herein referred to as community partner, submitted an application to provide client services at the Pete Mirelez Human Services Center; and,

WHEREAS, the community partner has agreed to provide these client services with the understanding that there is no funding expected from the County for the services; and,

WHEREAS, by means of the attached lease agreement the parties wish to set forth their rights and obligations with respect to the community partner occupying a portion of the Pete Mirelez Human Services Center to provide said services.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Lease between Adams County and Foster Source for a portion of the Pete Mirelez Human Services Center be approved.

BE IT FURTHER RESOLVED, that the chair is hereby authorized to sign said Lease after approval as to form is completed by the County Attorney's Office.

ADAMS COUNTY, COLORADO
LEASE AGREEMENT FOR A PORTION OF THE PETE MIRELEZ HUMAN
SERVICES CENTER LOCATED AT 11860 PECOS STREET, WESTMINSTER,
CO 80234

THIS LEASE AGREEMENT ("Lease") is entered into this 2nd day of January 2019, by and between the Board of County Commissioners of Adams County, State of Colorado, located at 4430 S. Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as "Landlord" or "County," and Foster Source, Inc., located at, 9969 Richfield Street, Commerce City, CO 80022, hereinafter referred to as "Tenant."

WHEREAS, Landlord is a local governmental entity that provides various social services to qualifying Adams County residents, and Landlord will be opening a new building for the provision of said social services named the Pete Mirelez Human Services Center, located at 11860 Pecos Street, Westminster, CO 80033; and,

WHEREAS, Tenant is a non-profit corporation that provides various social services including those of victims of domestic violence, parolee reentry, health benefits enrollment, and substance abuse counseling; and,

WHEREAS, for the benefit and convenience of Adams County residents, Landlord wishes to lease a portion of the Pete Mirelez Human Services Center to to several tenants, including Tenant, so that Tenant and other tenants may provide their services to qualifying Adams County residents without said residents needing to undertake additional travel throughout the region; and,

WHEREAS, Tenant is willing to lease a portion of the Pete Mirelez Human Services Center under the terms and conditions of this Lease in order to more conveniently provide its services to qualifying Adams County residents.

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

1. **Premises.** Landlord agrees to lease to Tenant, and Tenant agrees to rent from Landlord, a portion of the Pete Mirelez Human Services Center known as Suite 2700 (the "Premises") located at 11860 Pecos Street, Westminster, CO 80033, and depicted on the attached Exhibit 1. Tenant will be one of a number of tenants allowed to lease the Premises and Tenant and its co-tenants shall apportion the space in the Premises as they deem appropriate, subject to the final written approval of Landlord.
2. **Term.** This Lease shall commence on January 2, 2019 and terminate on January 2, 2020. In the event Tenant continues to occupy the Premises after January 2, 2020, such tenancy shall be month-to-month and may be terminated by either Party upon thirty days written notice. The Landlord, in its sole discretion, may offer to extend the term of the Lease for two additional, one-year terms. **Early**

termination option: Either party may terminate this Lease upon ninety-days prior written notice to the other party provided the other terms of the Lease have been adhered to. Upon such termination, neither Landlord nor Tenant shall have any further rights, estates, or liabilities under this Lease accruing after the effective date of termination, except for such obligations that expressly survive the termination of the Lease.

3. **Rent.** In consideration of this Lease, Tenant has already paid rent in the amount of \$10.00. Tenant has outlined the services it intends to provide to qualifying Adams County residents as part of the request for application and response documents, a copy of which is attached as Exhibit 2 and incorporated herein. As the primary consideration for this Lease, Tenant agrees to continue providing the services set forth in Exhibit 2 and Section 5, below. Tenant's failure to provide said services shall be considered tantamount to a failure to pay rent and a material breach of this Lease.
4. **Security Deposit.** No security deposit is being required for this Lease.
5. **Use of the Property.** It shall be a material term of this Lease that Tenant shall use the Premises only for the provision of services outlined in Exhibit 2. In the event Tenant uses the Premises for purposes inconsistent with Exhibit 2, Landlord may, at its sole discretion, terminate this Lease and evict Tenant as provided in Section 7, below.

Tenant shall not alter the Premises without the written authorization of Landlord. The Premises are part of a new building and have been finished and furnished by Landlord, including Landlord providing workstations, desks, chairs, and other customary office furniture. Tenant may undertake such minor decoration and reconfiguration of provided furniture as it deems appropriate for the provision of its services, subject to the final written approval of Landlord. At the end of this Lease, any improvements to the Premises shall become the property of Landlord.

Tenant shall not allow any encumbrance or lien to be placed against the Premises and shall indemnify Landlord for the costs, including attorney fees, associated with removing any lien or encumbrance caused by Tenant and for any other damages caused by the lien or encumbrance. The parties do not anticipate Tenant undertaking any improvements that would require governmental permits, but, in the event such need arises, Tenant shall be responsible for obtaining, at its sole cost, such permits. Tenant shall have access to the shared employee breakroom, bathrooms associated with or adjacent to the Premises, and parking for staff and clients. Tenant shall not have access to the employee fitness center or clinic/health center. Tenant's employees shall comply with all County building use policies and other county standards applicable to the Premises. Tenant shall be responsible for conducting background checks on its employees.

6. **Utilities and Miscellaneous Building Services.** Landlord shall be responsible for paying all utility costs associated with the Premises, including phone service,

electricity, and heat/air conditioning. Landlord shall provide access to the internet, but Tenant and its co-tenants shall be responsible for obtaining and paying their own internet service provider. Tenant shall be responsible for providing its own computers, printers, and other IT devices. Landlord, at its cost, shall provide snow removal, maintenance, trash removal, and security services. Tenant shall be responsible for any damage caused by its employees, clients, and visitors beyond ordinary wear and tear. Tenant, and its co-tenants, shall, at their sole cost, be responsible for providing and maintaining any copier(s) they deem appropriate and for providing any office supplies, including, but not limited to, copier paper, pens/pencils, envelopes, post-it notes, and other customary office supplies. Tenant, and its co-tenants, shall share the cost of any reception desk personnel or other joint personnel said Tenant and co-tenants deem appropriate.

7. **Eviction.** Tenant may be evicted pursuant to Colorado statutes if Tenant does not comply with all of the terms of this Lease and for all other causes allowed by law. Tenant must pay all costs, including reasonable attorney fees, related to the eviction and the collection of any monies owed the Landlord, along with the cost of re-entering, cleaning, and repairing the Premises.
8. **Payments by Landlord.** If Tenant fails to comply with the terms of this Lease, Landlord may take any reasonable action to enforce Landlord's rights and remedies under this Lease and Colorado state law and charge the reasonable costs, including reasonable attorney fees, to the Tenant. Failure to pay such additional charges shall be a violation of this Lease.
9. **Care of Premises.** Tenant has examined the Premises and is satisfied with its present physical condition. Landlord makes no warranties or representations about the habitability of the Premises or its fitness for a particular purpose. Tenant accepts the Premises in its "as is" condition. Landlord agrees to maintain the interior and exterior of the Premises in as good condition as it is at the start of this Lease except for ordinary wear and tear. Landlord shall be responsible for the routine maintenance of the mechanical systems, including, but not limited to, heating, plumbing, air conditioning, and electrical. Landlord shall be responsible for the repair of all structural damage to or defects in the Premises, as well as for the routine repair to or defects in the mechanical systems, including their replacement as necessitated by damage or obsolescence. Tenant must pay for all repairs, replacements, and damages caused by the act or neglect of Tenant, Tenant's employees, and Tenant's visitors, but Landlord shall perform such repair/replacement work or contract for the same at Tenant's sole cost. Tenant shall be solely responsible for maintaining its property and equipment. Tenant shall remove all of Tenant's property at the end of this Lease. Any Property that is left shall become the property of Landlord and may be discarded.
10. **Repairs by Landlord.** Landlord has no duty to repair the Premises if the Premises is partially or completely destroyed. In the event of complete destruction, the parties shall work in good faith to determine whether the Premises should be re-constructed, as well as the terms for any re-construction.

11. **Alterations.** Tenant shall obtain the Landlord's prior written consent to alter, improve, remodel or refurbish the Premises. Alterations, additions, and improvements become the Landlord's property upon termination of this Lease.
12. **Compliance with Laws and Hazardous Use.** Tenant must comply with laws, orders, rules, and requirements of governmental authorities, and insurance companies which have issued or are about to issue policies covering the Premises and/or its contents. Tenant will not keep anything on the Premises which is dangerous, flammable, explosive, or that might increase the danger of fire or any other hazard. There shall be no waste disposal or dumping on the Premises, including the disposal or storage of construction materials.
13. **Indemnification.** Tenant hereby indemnifies and holds Landlord, Landlord's elected officials, officers, directors, agents, employees, successors and assigns (collectively, "Landlord's Indemnified Parties") harmless from and against any and all Losses arising from: (i) the negligence or willful acts of Tenant or its agents, employees, or contractors occurring in the Building or the Premises; and/or(ii) the presence of hazardous materials in, on, under, or around the Building or the Premises to the extent such hazardous materials were brought upon or used by Tenant in the Building or the Premises. Notwithstanding the foregoing, Tenant shall have no liability for any Losses under this Section 13 to the extent such Losses are caused by Landlord's gross negligence or willful misconduct. In the event any action or proceeding shall be brought against Landlord's Indemnified Parties by reason of any such claim, Tenant shall defend the same at Tenant's expense by counsel reasonably approved by Landlord.
14. **No Waiver by Landlord.** Landlord does not give up any rights by failing to enforce any terms of this Lease.
15. **Assignment and Subleasing.** Tenant shall not assign or sublease the Premises without the prior written consent of the Landlord.
16. **Entry by Landlord.** Upon reasonable notice, Landlord may enter the Premises to inspect it or to protect Landlord's rights pursuant to this Lease. In the case of an emergency or the Tenant's absence, the Landlord may enter the Premises without Tenant's consent.
17. **Notice.** Any notices given under this Agreement 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 Agreement, any and all notices shall be addressed to the contacts listed below:

For Landlord:

Director of Facilities Operations
4430 S. Adams County Parkway
Brighton, CO 80601
Phone: 720-523-6003
Fax: 720-523-6008

Copy to:

County Attorney's Office
4430 S. Adams County Parkway
Brighton, CO 80601
Phone: 720-523-6116
Fax: 720-523-6114

For Tenant:

Foster Source, Inc.
9969 Richfield Street
Commerce City, CO
80022
Attention: Renee Bernhard
Phone: 303-618-4331

18. **Quiet Enjoyment.** Tenant may use the Premises without interference, subject to the terms of this Lease, and subject to its co-tenants' use of the Premises.
19. **Jurisdiction and Venue.** The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Lease. The Parties agree that jurisdiction and venue for any disputes arising under this Lease Agreement shall be in Adams County, Colorado.
20. **Injury or Damage.** Tenant shall be solely responsible for any injury or damage caused by the act or neglect of Tenant, Tenant's employees, and Tenant's visitors. Landlord is not responsible for any injury or damage unless due to the gross negligence of Landlord.
21. **Integration of Understanding.** This Lease contains the entire understanding of the Parties hereto and the rights and obligations contained therein may be changed, modified, or waived only by an instrument in writing signed by the Parties hereto.
22. **Paragraph Headings.** Paragraph headings are inserted for the convenience of reference only.
23. **Parties Interested Herein.** Nothing expressed or implied in this Lease 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 Lease. All covenants, terms, conditions, and provisions in this Lease shall be for the sole and exclusive benefit of Tenant and Landlord.

24. **Severability.** If any provision of this Lease is determined to be unenforceable or invalid for any reason, the remainder of this Lease shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
25. **Authorization.** Each party represents and warrants that it has the power and ability to enter into this Lease, to grant the rights granted herein, and to perform the duties and obligations herein described.
26. **Insurance:** The Tenant agrees to maintain insurance of the following types and amounts:

Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.

Bodily Injury/Property Damage	\$1,000,000 (each accident)
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Workers' Compensation Insurance: Per Colorado Statutes

Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.

Each Occurrence	\$1,000,000
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This insurance requirement applies only to Tenants who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

Adams County as "Additional Insured": The Tenant's commercial general liability, comprehensive automobile liability, and professional 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:

Underwriters shall have no right of recovery or subrogation against the County, 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 resulting from the actions or negligence of the Tenant.

The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Tenant.

Licensed Insurers: All insurers of the Tenant must be licensed or approved to do business in the State of Colorado. Upon failure of the Tenant 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 Tenant in obtaining and/or maintaining any required insurance shall not relieve the Tenant from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Tenant concerning indemnification.

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.

Tenant shall be solely responsible for obtaining insurance for any of its personal property located on the Premises and for any loss or damage to its personal property.

IN WITNESS WHEREOF, the Parties hereto have caused their names to be affixed hereto.

LANDLORD:
BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Chair

Date


ATTEST:
STAN MARTIN
CLERK AND RECORDER

APPROVED AS TO FORM:

Deputy Clerk

Adams County Attorney's Office

TENANT:
FOSTER SOURCE



Name:

10.24.18

Date:

Exhibit 1- Community Partner Space in Pete Mirelez Human Services Building
11860 Pecos Street, Westminster, Colorado 80234

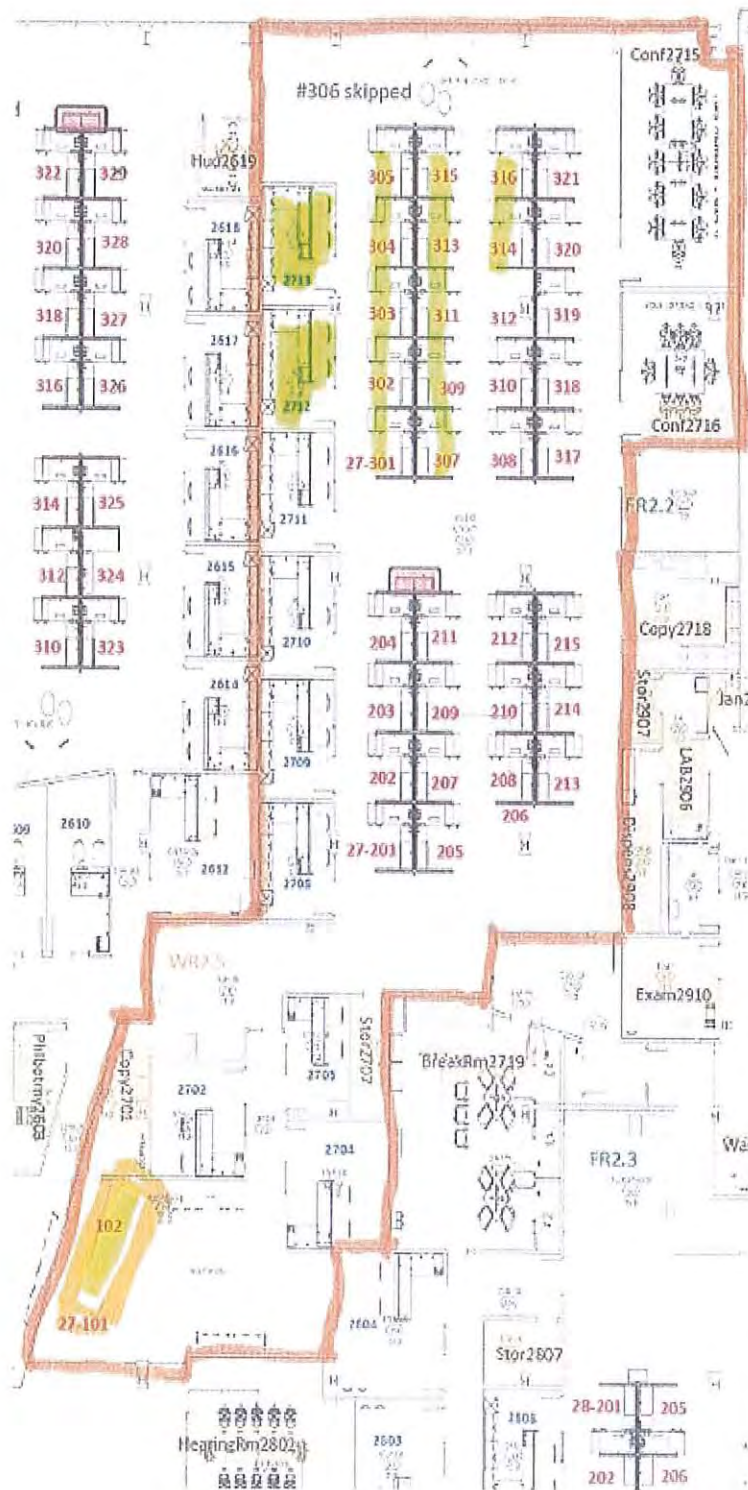


Exhibit 2

Foster Source

Foster Source will serve the needs of Adams County foster parents by providing the following services at the human services building:

1. Foster Parent Support Groups – Provides support for foster parents.
2. Foster Parent Trainings - Foster Source will provide varied training seminars for continuing education and provides appropriate childcare. Topics of training seminars include basics of parenting children with trauma, repercussions of fetal alcohol syndrome and drug exposure, as well as trainings on parenting children of a different race, choosing the right therapy type for your foster child, and in-depth sessions regarding different therapy options.
3. Foster Parent Recruitment - Foster Source actively recruits needed foster parents.
4. Service Opportunities - Foster Source provides service opportunities to the public that provide foster families and foster children with much needed respite and resources, while helping the volunteers gain a more accurate understanding of the children and the journey they are on with their foster families. Service opportunities include non-threatening options such as working at a fund raiser as a face painter or food server, helping a foster family build a wheelchair ramp for a disabled child, or wrapping holiday gifts for foster children who may not otherwise receive them.

Exhibit 1- Community Partner Space in Pete Mirelez Human Services Building
11860 Pecos Street, Westminster, Colorado 80234



Exhibit 2

Foster Source

Foster Source will serve the needs of Adams County foster parents by providing the following services at the human services building:

1. Foster Parent Support Groups – Provides support for foster parents.
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PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 11, 2018
SUBJECT: APPROVING A LEASE BETWEEN ADAMS COUNTY AND JOYFUL JOURNEYS FOR A PORTION OF THE PETE MIRELEZ HUMAN SERVICES CENTER
FROM: : Raymond H. Gonzales, County Manager Bryan Osler, Interim Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager Chris Kline, Human Services Department Director
AGENCY/DEPARTMENT: Human Services
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 with Joyful Journeys to provide direct client services from the community partner space in the Pete Mirelez Human Services Center.

BACKGROUND:

The Adams County Human Services Department (HSD) has a limited office and client service delivery space in the new center to make available to non-profit, government or community-based agencies with missions and objectives consistent with those of the County's Human Services Department. The intent of providing the space within the new center will allow selected agencies to deliver direct client facing services to individuals and families with human service needs. These services should enhance or supplement, but do not replace or duplicate services being provides by the HSD such as:

- Community enrichment or poverty reduction
- Providing employment training or job acquisition
- Addressing homelessness
- Offering services that benefit senior citizens or children
- Addressing economic security or self sufficiency
- Eliminating food insecurity
- Providing culturally relevant services that meet the special needs of diverse populations
- Providing health and wellness services
- Addressing mental health
- Offering other direct services compatible with the needs of the clients of the HSD

area of the Pete Mirelez Human Services Building to other non-profits. The Board did not want a new solicitation. After contacting existing community partners, new partners were identified that would fill gaps in service delivery. Nine agencies sent letters of interest including: Foster Source, Senior Hub, YHC Clinic, Center for People with Disabilities, Denver Indian Family Resource Center, United for a New Economy, Early Childhood Partnership of Adams County, Joyful Journeys and Let Your Light Shine. All agencies were determined to be suitable partners.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Attorney's Office
Human Services
Community Partner already occupying space in the designated area

ATTACHED DOCUMENTS:

Resolution
Joyful Journeys lease for the Community Partner Space at the Pete Mirelez Human Services Building.

FISCAL IMPACT:

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

Fund: 15**Cost Center:** 100005007000

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:	5770		\$10.00
Total Revenues:			<u>\$10.00</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:

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

**RESOLUTION APPROVING A LEASE BETWEEN ADAMS COUNTY
AND JOYFUL JOURNEYS FOR A PORTION OF THE PETE MIRELEZ HUMAN
SERVICES CENTER**

WHEREAS, Joyful Journeys herein referred to as community partner, submitted an application to provide client services at the Pete Mirelez Human Services Center; and,

WHEREAS, the community partner has agreed to provide these client services with the understanding that there is no funding expected from the County for the services; and,

WHEREAS, by means of the attached lease agreement the parties wish to set forth their rights and obligations with respect to the community partner occupying a portion of the Pete Mirelez Human Services Center to provide said services.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Lease between Adams County and Joyful Journeys for a portion of the Pete Mirelez Human Services Center be approved.

BE IT FURTHER RESOLVED, that the chair is hereby authorized to sign said Lease after approval as to form is completed by the County Attorney's Office.

ADAMS COUNTY, COLORADO
LEASE AGREEMENT FOR A PORTION OF THE PETE MIRELEZ HUMAN
SERVICES CENTER LOCATED AT 11860 PECOS STREET, WESTMINSTER,
CO 80234

THIS LEASE AGREEMENT ("Lease") is entered into this 2nd¹ day of January 2019, by and between the Board of County Commissioners of Adams County, State of Colorado, located at 4430 S. Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as "Landlord" or "County," and Joyful Journeys, Inc. located at, 6900 West 117th Ave, #400 Broomfield, CO 80020 hereinafter referred to as "Tenant."

WHEREAS, Landlord is a local governmental entity that provides various social services to qualifying Adams County residents, and Landlord will be opening a new building for the provision of said social services named the Pete Mirelez Human Services Center, located at 11860 Pecos Street, Westminster, CO 80234; and,

WHEREAS, Tenant is a non-profit corporation that provides various social services including those of victims of domestic violence, parolee reentry, health benefits enrollment, and substance abuse counseling; and,

WHEREAS, for the benefit and convenience of Adams County residents, Landlord wishes to lease a portion of the Pete Mirelez Human Services Center to to several tenants, including Tenant, so that Tenant and other tenants may provide their services to qualifying Adams County residents without said residents needing to undertake additional travel throughout the region; and,

WHEREAS, Tenant is willing to lease a portion of the Pete Mirelez Human Services Center under the terms and conditions of this Lease in order to more conveniently provide its services to qualifying Adams County residents.

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

1. **Premises.** Landlord agrees to lease to Tenant, and Tenant agrees to rent from Landlord, a portion of the Pete Mirelez Human Services Center known as Suite 2700 (the "Premises") located at 11860 Pecos Street, Westminster, CO 80234, and depicted on the attached Exhibit 1. Tenant will be one of a number of tenants allowed to lease the Premises and Tenant and its co-tenants shall apportion the space in the Premises as they deem appropriate, subject to the final written approval of Landlord.
2. **Term.** This Lease shall commence on January 2, 2019 and terminate on January 2nd, 2020. In the event Tenant continues to occupy the Premises after January 2, 2020, such tenancy shall be month-to-month and may be terminated by either Party upon thirty days written notice. The Landlord, in its sole discretion, may offer to extend the term of the Lease for two additional, one-year terms. **Early**

termination option: Either party may terminate this Lease upon ninety-days prior written notice to the other party provided the other terms of the Lease have been adhered to. Upon such termination, neither Landlord nor Tenant shall have any further rights, estates, or liabilities under this Lease accruing after the effective date of termination, except for such obligations that expressly survive the termination of the Lease.

3. **Rent.** In consideration of this Lease, Tenant has already paid rent in the amount of \$10.00. Tenant has outlined the services it intends to provide to qualifying Adams County residents as part of the request for application and response documents, a copy of which is attached as Exhibit 2 and incorporated herein. As the primary consideration for this Lease, Tenant agrees to continue providing the services set forth in Exhibit 2 and Section 5, below. Tenant's failure to provide said services shall be considered tantamount to a failure to pay rent and a material breach of this Lease.
4. **Security Deposit.** No security deposit is being required for this Lease.
5. **Use of the Property.** It shall be a material term of this Lease that Tenant shall use the Premises only for the provision of services outlined in Exhibit 2. In the event Tenant uses the Premises for purposes inconsistent with Exhibit 2, Landlord may, at its sole discretion, terminate this Lease and evict Tenant as provided in Section 7, below.

Tenant shall not alter the Premises without the written authorization of Landlord. The Premises are part of a new building and have been finished and furnished by Landlord, including Landlord providing workstations, desks, chairs, and other customary office furniture. Tenant may undertake such minor decoration and reconfiguration of provided furniture as it deems appropriate for the provision of its services, subject to the final written approval of Landlord. At the end of this Lease, any improvements to the Premises shall become the property of Landlord.

Tenant shall not allow any encumbrance or lien to be placed against the Premises and shall indemnify Landlord for the costs, including attorney fees, associated with removing any lien or encumbrance caused by Tenant and for any other damages caused by the lien or encumbrance. The parties do not anticipate Tenant undertaking any improvements that would require governmental permits, but, in the event such need arises, Tenant shall be responsible for obtaining, at its sole cost, such permits. Tenant shall have access to the shared employee breakroom, bathrooms associated with or adjacent to the Premises, and parking for staff and clients. Tenant shall not have access to the employee fitness center or clinic/health center. Tenant's employees shall comply with all County building use policies and other county standards applicable to the Premises. Tenant shall be responsible for conducting background checks on its employees.

6. **Utilities and Miscellaneous Building Services.** Landlord shall be responsible for paying all utility costs associated with the Premises, including phone service,

electricity, and heat/air conditioning. Landlord shall provide access to the internet, but Tenant and its co-tenants shall be responsible for obtaining and paying their own internet service provider. Tenant shall be responsible for providing its own computers, printers, and other IT devices. Landlord, at its cost, shall provide snow removal, maintenance, trash removal, and security services. Tenant shall be responsible for any damage caused by its employees, clients, and visitors beyond ordinary wear and tear. Tenant, and its co-tenants, shall, at their sole cost, be responsible for providing and maintaining any copier(s) they deem appropriate and for providing any office supplies, including, but not limited to, copier paper, pens/pencils, envelopes, post-it notes, and other customary office supplies. Tenant, and its co-tenants, shall share the cost of any reception desk personnel or other joint personnel said Tenant and co-tenants deem appropriate.

7. **Eviction.** Tenant may be evicted pursuant to Colorado statutes if Tenant does not comply with all of the terms of this Lease and for all other causes allowed by law. Tenant must pay all costs, including reasonable attorney fees, related to the eviction and the collection of any monies owed the Landlord, along with the cost of re-entering, cleaning, and repairing the Premises.
8. **Payments by Landlord.** If Tenant fails to comply with the terms of this Lease, Landlord may take any reasonable action to enforce Landlord's rights and remedies under this Lease and Colorado state law and charge the reasonable costs, including reasonable attorney fees, to the Tenant. Failure to pay such additional charges shall be a violation of this Lease.
9. **Care of Premises.** Tenant has examined the Premises and is satisfied with its present physical condition. Landlord makes no warranties or representations about the habitability of the Premises or its fitness for a particular purpose. Tenant accepts the Premises in its "as is" condition. Landlord agrees to maintain the interior and exterior of the Premises in as good condition as it is at the start of this Lease except for ordinary wear and tear. Landlord shall be responsible for the routine maintenance of the mechanical systems, including, but not limited to, heating, plumbing, air conditioning, and electrical. Landlord shall be responsible for the repair of all structural damage to or defects in the Premises, as well as for the routine repair to or defects in the mechanical systems, including their replacement as necessitated by damage or obsolescence. Tenant must pay for all repairs, replacements, and damages caused by the act or neglect of Tenant, Tenant's employees, and Tenant's visitors, but Landlord shall perform such repair/replacement work or contract for the same at Tenant's sole cost. Tenant shall be solely responsible for maintaining its property and equipment. Tenant shall remove all of Tenant's property at the end of this Lease. Any Property that is left shall become the property of Landlord and may be discarded.
10. **Repairs by Landlord.** Landlord has no duty to repair the Premises if the Premises is partially or completely destroyed. In the event of complete destruction, the parties shall work in good faith to determine whether the Premises should be re-constructed, as well as the terms for any re-construction.

11. **Alterations.** Tenant shall obtain the Landlord's prior written consent to alter, improve, remodel or refurbish the Premises. Alterations, additions, and improvements become the Landlord's property upon termination of this Lease.
12. **Compliance with Laws and Hazardous Use.** Tenant must comply with laws, orders, rules, and requirements of governmental authorities, and insurance companies which have issued or are about to issue policies covering the Premises and/or its contents. Tenant will not keep anything on the Premises which is dangerous, flammable, explosive, or that might increase the danger of fire or any other hazard. There shall be no waste disposal or dumping on the Premises, including the disposal or storage of construction materials.
13. **Indemnification.** Tenant hereby indemnifies and holds Landlord, Landlord's elected officials, officers, directors, agents, employees, successors and assigns (collectively, "Landlord's Indemnified Parties") harmless from and against any and all Losses arising from: (i) the negligence or willful acts of Tenant or its agents, employees, or contractors occurring in the Building or the Premises; and/or(ii) the presence of hazardous materials in, on, under, or around the Building or the Premises to the extent such hazardous materials were brought upon or used by Tenant in the Building or the Premises. Notwithstanding the foregoing, Tenant shall have no liability for any Losses under this Section 13 to the extent such Losses are caused by Landlord's gross negligence or willful misconduct. In the event any action or proceeding shall be brought against Landlord's Indemnified Parties by reason of any such claim, Tenant shall defend the same at Tenant's expense by counsel reasonably approved by Landlord.
14. **No Waiver by Landlord.** Landlord does not give up any rights by failing to enforce any terms of this Lease.
15. **Assignment and Subleasing.** Tenant shall not assign or sublease the Premises without the prior written consent of the Landlord.
16. **Entry by Landlord.** Upon reasonable notice, Landlord may enter the Premises to inspect it or to protect Landlord's rights pursuant to this Lease. In the case of an emergency or the Tenant's absence, the Landlord may enter the Premises without Tenant's consent.
17. **Notice.** Any notices given under this Agreement 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 Agreement, any and all notices shall be addressed to the contacts listed below:

For Landlord:

Director of Facilities Operations
4430 S. Adams County Parkway
Brighton, CO 80601
Phone: 720-523-6003
Fax: 720-523-6008

Copy to:

County Attorney's Office
4430 S. Adams County Parkway
Brighton, CO 80601
Phone: 720-523-6116
Fax: 720-523-6114

For Tenant:

Attention: Tasha VanMarter
Joyful Journeys, Inc.
6900 West 117th Ave, #400
Broomfield, CO 80020
Phone: 303-667-9695

18. **Quiet Enjoyment.** Tenant may use the Premises without interference, subject to the terms of this Lease, and subject to its co-tenants' use of the Premises.
19. **Jurisdiction and Venue.** The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Lease. The Parties agree that jurisdiction and venue for any disputes arising under this Lease Agreement shall be in Adams County, Colorado.
20. **Injury or Damage.** Tenant shall be solely responsible for any injury or damage caused by the act or neglect of Tenant, Tenant's employees, and Tenant's visitors. Landlord is not responsible for any injury or damage unless due to the gross negligence of Landlord.
21. **Integration of Understanding.** This Lease contains the entire understanding of the Parties hereto and the rights and obligations contained therein may be changed, modified, or waived only by an instrument in writing signed by the Parties hereto.
22. **Paragraph Headings.** Paragraph headings are inserted for the convenience of reference only.
23. **Parties Interested Herein.** Nothing expressed or implied in this Lease 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 Lease. All covenants, terms, conditions, and provisions in this Lease shall be for the sole and exclusive benefit of Tenant and Landlord.
24. **Severability.** If any provision of this Lease is determined to be unenforceable or invalid for any reason, the remainder of this Lease shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

25. **Authorization.** Each party represents and warrants that it has the power and ability to enter into this Lease, to grant the rights granted herein, and to perform the duties and obligations herein described.
26. **Insurance:** The Tenant agrees to maintain insurance of the following types and amounts:

Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.

Bodily Injury/Property Damage	\$1,000,000 (each accident)
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Workers' Compensation Insurance: Per Colorado Statutes

Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.

Each Occurrence	\$1,000,000
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This insurance requirement applies only to Tenants who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

Adams County as "Additional Insured": The Tenant's commercial general liability, comprehensive automobile liability, and professional 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:

Underwriters shall have no right of recovery or subrogation against the County, 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 resulting from the actions or negligence of the Tenant.

The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Tenant.

Licensed Insurers: All insurers of the Tenant must be licensed or approved to do business in the State of Colorado. Upon failure of the Tenant 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 Tenant in obtaining and/or maintaining any required insurance shall not relieve the Tenant from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Tenant concerning indemnification.

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.

Tenant shall be solely responsible for obtaining insurance for any of its personal property located on the Premises and for any loss or damage to its personal property.

IN WITNESS WHEREOF, the Parties hereto have caused their names to be affixed hereto.

LANDLORD:
BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Chair

Date

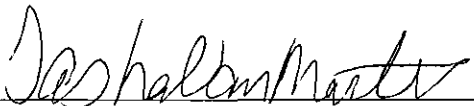
ATTEST:
STAN MARTIN
CLERK AND RECORDER

APPROVED AS TO FORM:

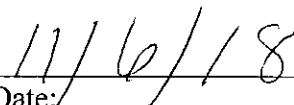
Deputy Clerk

Adams County Attorney's Office

TENANT:
JOYFUL JOURNEYS, INC.



Name:



Date:

Exhibit 2

Joyful Journeys

Joyful Journeys will offer the following services at the Human Services Building:

1. Provide emergency relief items and referrals to a Joyful Journey thrift store, children's programming, and empowerment classes.
2. Locate an approved resource box located in the community partner space waiting room that families and individuals in crisis can obtain emergency hygiene and food items.
3. Partner with the existing agencies through open communication and referral exchange to better serve all clients in Adams County, not just those of Joyful Journeys.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 11, 2018
SUBJECT: APPROVING A LEASE BETWEEN ADAMS COUNTY AND UNITED FOR A NEW ECONOMY FOR A PORTION OF THE PETE MIRELEZ HUMAN SERVICES CENTER
FROM: : Raymond H. Gonzales, County Manager Bryan Osler, Interim Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager Chris Kline, Human Services Department Director
AGENCY/DEPARTMENT: Human Services
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 with United for a New Economy to provide direct client services from the community partner space in the Pete Mirelez Human Services Center.

BACKGROUND:

The Adams County Human Services Department (HSD) has a limited office and client service delivery space in the new center to make available to non-profit, government or community-based agencies with missions and objectives consistent with those of the County's Human Services Department. The intent of providing the space within the new center will allow selected agencies to deliver direct client facing services to individuals and families with human service needs. These services should enhance or supplement, but do not replace or duplicate services being provides by the HSD such as:

- Community enrichment or poverty reduction
- Providing employment training or job acquisition
- Addressing homelessness
- Offering services that benefit senior citizens or children
- Addressing economic security or self sufficiency
- Eliminating food insecurity
- Providing culturally relevant services that meet the special needs of diverse populations
- Providing health and wellness services
- Addressing mental health
- Offering other direct services compatible with the needs of the clients of the HSD

At a study session conducted on June 19, 2018, the Adams County Board of County Commissioners approved the Human Services Department offering remaining vacant in the community partner designated area of the Pete Mirelez Human Services Building to other non-profits. The Board did not want a new solicitation. After contacting existing community partners, new partners were identified that would fill gaps in service delivery. Nine agencies sent letters of interest including: Foster Source, Senior Hub, YHC Clinic, Center for People with Disabilities, Denver Indian Family Resource Center, United for a New Economy, Early Childhood Partnership of Adams County, Joyful Journeys and Let Your Light Shine. All agencies were determined to be suitable partners.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Attorney's Office
Human Services
Community Partner already occupying space in the designated area

ATTACHED DOCUMENTS:

Resolution
United for a New Economy lease for the Community Partner Space at the Pete Mirelez Human Services Building.

FISCAL IMPACT:

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

Fund: 15**Cost Center:** 100005007000

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:	5770		\$10.00
Total Revenues:			<u>\$10.00</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:

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

**RESOLUTION APPROVING A LEASE BETWEEN ADAMS COUNTY
AND UNITED FOR A NEW ECONOMY FOR A PORTION OF
THE PETE MIRELEZ HUMAN SERVICES CENTER**

WHEREAS, United for a New Economy herein referred to as community partner, submitted an application to provide client services at the Pete Mirelez Human Services Center; and,

WHEREAS, the community partner has agreed to provide these client services with the understanding that there is no funding expected from the County for the services; and,

WHEREAS, by means of the attached lease agreement the parties wish to set forth their rights and obligations with respect to the community partner occupying a portion of the Pete Mirelez Human Services Center to provide said services.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Lease between Adams County and United for a New Economy for a portion of the Pete Mirelez Human Services Center be approved.

BE IT FURTHER RESOLVED, that the chair is hereby authorized to sign said Lease after approval as to form is completed by the County Attorney's Office.

ADAMS COUNTY, COLORADO
LEASE AGREEMENT FOR A PORTION OF THE PETE MIRELEZ HUMAN
SERVICES CENTER LOCATED AT 11860 PECOS STREET, WESTMINSTER,
CO 80234

THIS LEASE AGREEMENT ("Lease") is entered into this 2nd day of January 2019, by and between the Board of County Commissioners of Adams County, State of Colorado, located at 4430 S. Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as "Landlord" or "County," and United for A New Economy (UNE), located at, 7760 West 38th Avenue, Suite 200, Wheatridge, Colorado 80033, hereinafter referred to as "Tenant."

WHEREAS, Landlord is a local governmental entity that provides various social services to qualifying Adams County residents, and Landlord will be opening a new building for the provision of said social services named the Pete Mirelez Human Services Center, located at 11860 Pecos Street, Westminster, CO 80234; and,

WHEREAS, Tenant is a non-profit corporation that provides various social services including those of victims of domestic violence, parolee reentry, health benefits enrollment, and substance abuse counseling; and,

WHEREAS, for the benefit and convenience of Adams County residents, Landlord wishes to lease a portion of the Pete Mirelez Human Services Center to several tenants, including Tenant, so that Tenant and other tenants may provide their services to qualifying Adams County residents without said residents needing to undertake additional travel throughout the region; and,

WHEREAS, Tenant is willing to lease a portion of the Pete Mirelez Human Services Center under the terms and conditions of this Lease in order to more conveniently provide its services to qualifying Adams County residents.

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

1. **Premises.** Landlord agrees to lease to Tenant, and Tenant agrees to rent from Landlord, a portion of the Pete Mirelez Human Services Center known as Suite 2700 (the "Premises") located at 11860 Pecos Street, Westminster, CO 80234, and depicted on the attached Exhibit 1. Tenant will be one of a number of tenants allowed to lease the Premises and Tenant and its co-tenants shall apportion the space in the Premises as they deem appropriate, subject to the final written approval of Landlord.
2. **Term.** This Lease shall commence on January 2, 2019 and terminate on January 2, 2020. In the event Tenant continues to occupy the Premises after January 2, 2020, such tenancy shall be month-to-month and may be terminated by either Party upon thirty days written notice. The Landlord, in its sole discretion, may

offer to extend the term of the Lease for two additional, one-year terms. **Early termination option:** Either party may terminate this Lease upon ninety-days prior written notice to the other party provided the other terms of the Lease have been adhered to. Upon such termination, neither Landlord nor Tenant shall have any further rights, estates, or liabilities under this Lease accruing after the effective date of termination, except for such obligations that expressly survive the termination of the Lease.

3. **Rent.** In consideration of this Lease, Tenant has already paid rent in the amount of \$10.00. Tenant has outlined the services it intends to provide to qualifying Adams County residents as part of the request for application and response documents, a copy of which is attached as Exhibit 2 and incorporated herein. As the primary consideration for this Lease, Tenant agrees to continue providing the services set forth in Exhibit 2 and Section 5, below. Tenant's failure to provide said services shall be considered tantamount to a failure to pay rent and a material breach of this Lease.
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Tenant shall not alter the Premises without the written authorization of Landlord. The Premises are part of a new building and have been finished and furnished by Landlord, including Landlord providing workstations, desks, chairs, and other customary office furniture. Tenant may undertake such minor decoration and reconfiguration of provided furniture as it deems appropriate for the provision of its services, subject to the final written approval of Landlord. At the end of this Lease, any improvements to the Premises shall become the property of Landlord.

Tenant shall not allow any encumbrance or lien to be placed against the Premises and shall indemnify Landlord for the costs, including attorney fees, associated with removing any lien or encumbrance caused by Tenant and for any other damages caused by the lien or encumbrance. The parties do not anticipate Tenant undertaking any improvements that would require governmental permits, but, in the event such need arises, Tenant shall be responsible for obtaining, at its sole cost, such permits. Tenant shall have access to the shared employee breakroom, bathrooms associated with or adjacent to the Premises, and parking for staff and clients. Tenant shall not have access to the employee fitness center or clinic/health center. Tenant's employees shall comply with all County building use policies and other county standards applicable to the Premises. Tenant shall be responsible for conducting background checks on its employees.

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7. **Eviction.** Tenant may be evicted pursuant to Colorado statutes if Tenant does not comply with all of the terms of this Lease and for all other causes allowed by law. Tenant must pay all costs, including reasonable attorney fees, related to the eviction and the collection of any monies owed the Landlord, along with the cost of re-entering, cleaning, and repairing the Premises.
8. **Payments by Landlord.** If Tenant fails to comply with the terms of this Lease, Landlord may take any reasonable action to enforce Landlord's rights and remedies under this Lease and Colorado state law and charge the reasonable costs, including reasonable attorney fees, to the Tenant. Failure to pay such additional charges shall be a violation of this Lease.
9. **Care of Premises.** Tenant has examined the Premises and is satisfied with its present physical condition. Landlord makes no warranties or representations about the habitability of the Premises or its fitness for a particular purpose. Tenant accepts the Premises in its "as is" condition. Landlord agrees to maintain the interior and exterior of the Premises in as good condition as it is at the start of this Lease except for ordinary wear and tear. Landlord shall be responsible for the routine maintenance of the mechanical systems, including, but not limited to, heating, plumbing, air conditioning, and electrical. Landlord shall be responsible for the repair of all structural damage to or defects in the Premises, as well as for the routine repair to or defects in the mechanical systems, including their replacement as necessitated by damage or obsolescence. Tenant must pay for all repairs, replacements, and damages caused by the act or neglect of Tenant, Tenant's employees, and Tenant's visitors, but Landlord shall perform such repair/replacement work or contract for the same at Tenant's sole cost. Tenant shall be solely responsible for maintaining its property and equipment. Tenant shall remove all of Tenant's property at the end of this Lease. Any Property that is left shall become the property of Landlord and may be discarded.
10. **Repairs by Landlord.** Landlord has no duty to repair the Premises if the Premises is partially or completely destroyed. In the event of complete

destruction, the parties shall work in good faith to determine whether the Premises should be re-constructed, as well as the terms for any re-construction.

11. **Alterations.** Tenant shall obtain the Landlord's prior written consent to alter, improve, remodel or refurbish the Premises. Alterations, additions, and improvements become the Landlord's property upon termination of this Lease.
12. **Compliance with Laws and Hazardous Use.** Tenant must comply with laws, orders, rules, and requirements of governmental authorities, and insurance companies which have issued or are about to issue policies covering the Premises and/or its contents. Tenant will not keep anything on the Premises which is dangerous, flammable, explosive, or that might increase the danger of fire or any other hazard. There shall be no waste disposal or dumping on the Premises, including the disposal or storage of construction materials.
13. **Indemnification.** Tenant hereby indemnifies and holds Landlord, Landlord's elected officials, officers, directors, agents, employees, successors and assigns (collectively, "Landlord's Indemnified Parties") harmless from and against any and all Losses arising from: (i) the negligence or willful acts of Tenant or its agents, employees, or contractors occurring in the Building or the Premises; and/or(ii) the presence of hazardous materials in, on, under, or around the Building or the Premises to the extent such hazardous materials were brought upon or used by Tenant in the Building or the Premises. Notwithstanding the foregoing, Tenant shall have no liability for any Losses under this Section 13 to the extent such Losses are caused by Landlord's gross negligence or willful misconduct. In the event any action or proceeding shall be brought against Landlord's Indemnified Parties by reason of any such claim, Tenant shall defend the same at Tenant's expense by counsel reasonably approved by Landlord.
14. **No Waiver by Landlord.** Landlord does not give up any rights by failing to enforce any terms of this Lease.
15. **Assignment and Subleasing.** Tenant shall not assign or sublease the Premises without the prior written consent of the Landlord.
16. **Entry by Landlord.** Upon reasonable notice, Landlord may enter the Premises to inspect it or to protect Landlord's rights pursuant to this Lease. In the case of an emergency or the Tenant's absence, the Landlord may enter the Premises without Tenant's consent.
17. **Notice.** Any notices given under this Agreement 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 Agreement, any and all notices shall be addressed to the contacts listed below:

For Landlord:

Director of Facilities Operations
4430 S. Adams County Parkway
Brighton, CO 80601
Phone: 720-523-6003
Fax: 720-523-6008

Copy to:

County Attorney's Office
4430 S. Adams County Parkway
Brighton, CO 80601
Phone: 720-523-6116
Fax: 720-523-6114

For Tenant:

Attention: Felicia Griffin
United for A New Economy (UNE)
7760 West 38th Avenue, Suite 200,
Wheatridge, Colorado 80033
Phone: 720-626-5746 or 303-936-0503

18. **Quiet Enjoyment.** Tenant may use the Premises without interference, subject to the terms of this Lease, and subject to its co-tenants' use of the Premises.
19. **Jurisdiction and Venue.** The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Lease. The Parties agree that jurisdiction and venue for any disputes arising under this Lease Agreement shall be in Adams County, Colorado.
20. **Injury or Damage.** Tenant shall be solely responsible for any injury or damage caused by the act or neglect of Tenant, Tenant's employees, and Tenant's visitors. Landlord is not responsible for any injury or damage unless due to the gross negligence of Landlord.
21. **Integration of Understanding.** This Lease contains the entire understanding of the Parties hereto and the rights and obligations contained therein may be changed, modified, or waived only by an instrument in writing signed by the Parties hereto.
22. **Paragraph Headings.** Paragraph headings are inserted for the convenience of reference only.
23. **Parties Interested Herein.** Nothing expressed or implied in this Lease 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 Lease. All covenants, terms, conditions, and provisions in this Lease shall be for the sole and exclusive benefit of Tenant and Landlord.

24. **Severability.** If any provision of this Lease is determined to be unenforceable or invalid for any reason, the remainder of this Lease shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
25. **Authorization.** Each party represents and warrants that it has the power and ability to enter into this Lease, to grant the rights granted herein, and to perform the duties and obligations herein described.
26. **Insurance:** The Tenant agrees to maintain insurance of the following types and amounts:

Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.

Bodily Injury/Property Damage	\$1,000,000 (each accident)
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Workers' Compensation Insurance: Per Colorado Statutes

Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.

Each Occurrence	\$1,000,000
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This insurance requirement applies only to Tenants who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

Adams County as "Additional Insured": The Tenant's commercial general liability, comprehensive automobile liability, and professional 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:

Underwriters shall have no right of recovery or subrogation against the County, 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 resulting from the actions or negligence of the Tenant.

The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Tenant.

Licensed Insurers: All insurers of the Tenant must be licensed or approved to do business in the State of Colorado. Upon failure of the Tenant 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 Tenant in obtaining and/or maintaining any required insurance shall not relieve the Tenant from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Tenant concerning indemnification.

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.

Tenant shall be solely responsible for obtaining insurance for any of its personal property located on the Premises and for any loss or damage to its personal property.

IN WITNESS WHEREOF, the Parties hereto have caused their names to be affixed hereto.

LANDLORD:
BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Chair

Date

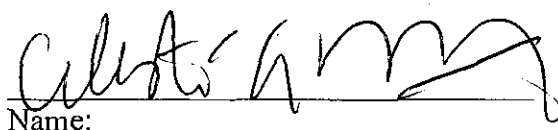
ATTEST:
STAN MARTIN
CLERK AND RECORDER

APPROVED AS TO FORM:

Deputy Clerk

Adams County Attorney's Office

TENANT:
UNITED FOR A NEW ECONOMY (UNE)


Name:

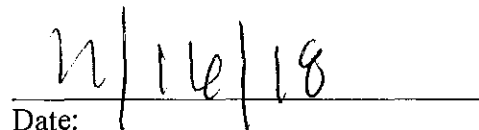

Date:

Exhibit 1- Community Partner Space in Pete Mirelez Human Services Building
11860 Pecos Street, Westminster, Colorado 80234



Exhibit 2

United for a New Economy (UNE)

United for a New Economy (UNE) will provide the following services on a part-time basis from the Adams County Human Services Building location:

1. Provide renters with assistance with leases.
2. Help renters and homeowners understand their rights.
3. Collaborate with other community agencies and build closer ties with other agencies that already have a presence in the Human Services Building.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 11, 2018
SUBJECT: APPROVING A LEASE BETWEEN ADAMS COUNTY AND YHC CLINIC FOR A PORTION OF THE PETE MIRELEZ HUMAN SERVICES CENTER
FROM: : Raymond H. Gonzales, County Manager Bryan Osler, Interim Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager Chris Kline, Human Services Department Director
AGENCY/DEPARTMENT: Human Services
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 with YHC Clinic to provide direct client services from the community partner space in the Pete Mirelez Human Services Center.

BACKGROUND:

The Adams County Human Services Department (HSD) has a limited office and client service delivery space in the new center to make available to non-profit, government or community-based agencies with missions and objectives consistent with those of the County's Human Services Department. The intent of providing the space within the new center will allow selected agencies to deliver direct client facing services to individuals and families with human service needs. These services should enhance or supplement, but do not replace or duplicate services being provides by the HSD such as:

- Community enrichment or poverty reduction
- Providing employment training or job acquisition
- Addressing homelessness
- Offering services that benefit senior citizens or children
- Addressing economic security or self sufficiency
- Eliminating food insecurity
- Providing culturally relevant services that meet the special needs of diverse populations
- Providing health and wellness services
- Addressing mental health
- Offering other direct services compatible with the needs of the clients of the HSD

area of the Pete Mirelez Human Services Building to other non-profits. The Board did not want a new solicitation. After contacting existing community partners, new partners were identified that would fill gaps in service delivery. Nine agencies sent letters of interest including: Foster Source, Senior Hub, YHC Clinic, Center for People with Disabilities, Denver Indian Family Resource Center, United for a New Economy, Early Childhood Partnership of Adams County, Joyful Journeys and Let Your Light Shine. All agencies were determined to be suitable partners.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Attorney's Office
Human Services
Community Partner already occupying space in the designated area

ATTACHED DOCUMENTS:

Resolution
YHC Clinic Lease for the Community Partner Space at the Pete Mirelez Human Services Building.

FISCAL IMPACT:

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

Fund: 15**Cost Center:** 100005007000

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:	5770		\$10.00
Total Revenues:			<u>\$10.00</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:

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

**RESOLUTION APPROVING A LEASE BETWEEN ADAMS COUNTY
AND YHC CLINIC FOR A PORTION OF
THE PETE MIRELEZ HUMAN SERVICES CENTER**

WHEREAS, YHC Clinic herein referred to as community partner, submitted an application to provide client services at the Pete Mirelez Human Services Center; and,

WHEREAS, the community partner has agreed to provide these client services with the understanding that there is no funding expected from the County for the services; and,

WHEREAS, by means of the attached lease agreement the parties wish to set forth their rights and obligations with respect to the community partner occupying a portion of the Pete Mirelez Human Services Center to provide said services.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Lease between Adams County and YHC Clinic for a portion of the Pete Mirelez Human Services Center be approved.

BE IT FURTHER RESOLVED, that the chair is hereby authorized to sign said Lease after approval as to form is completed by the County Attorney's Office.

ADAMS COUNTY, COLORADO
LEASE AGREEMENT FOR A PORTION OF THE PETE MIRELEZ HUMAN
SERVICES CENTER LOCATED AT 11860 PECOS STREET, WESTMINSTER,
CO 80033

THIS LEASE AGREEMENT ("Lease") is entered into this 2nd day of January 2019, by and between the Board of County Commissioners of Adams County, State of Colorado, located at 4430 S. Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as "Landlord" or "County," and YHC Clinic Inc., located at, 9874 Quintero Street, Commerce City 80022, hereinafter referred to as "Tenant."

WHEREAS, Landlord is a local governmental entity that provides various social services to qualifying Adams County residents, and Landlord will be opening a new building for the provision of said social services named the Pete Mirelez Human Services Center, located at 11860 Pecos Street, Westminster, CO 80033; and,

WHEREAS, Tenant is a non-profit corporation that provides various social services including those of victims of domestic violence, parolee reentry, health benefits enrollment, and substance abuse counseling; and,

WHEREAS, for the benefit and convenience of Adams County residents, Landlord wishes to lease a portion of the Pete Mirelez Human Services Center to several tenants, including Tenant, so that Tenant and other tenants may provide their services to qualifying Adams County residents without said residents needing to undertake additional travel throughout the region; and,

WHEREAS, Tenant is willing to lease a portion of the Pete Mirelez Human Services Center under the terms and conditions of this Lease in order to more conveniently provide its services to qualifying Adams County residents.

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

1. **Premises.** Landlord agrees to lease to Tenant, and Tenant agrees to rent from Landlord, a portion of the Pete Mirelez Human Services Center known as Suite 2700 (the "Premises") located at 11860 Pecos Street, Westminster, CO 80033, and depicted on the attached Exhibit 1. Tenant will be one of a number of tenants allowed to lease the Premises and Tenant and its co-tenants shall apportion the space in the Premises as they deem appropriate, subject to the final written approval of Landlord.
2. **Term.** This Lease shall commence on January 2, 2019 and terminate on January 2, 2020. In the event Tenant continues to occupy the Premises after January 2, 2020, such tenancy shall be month-to-month and may be terminated by either Party upon thirty days written notice. The Landlord, in its sole discretion, may offer to extend the term of the Lease for two additional, one-year terms. **Early**

electricity, and heat/air conditioning. Landlord shall provide access to the internet, but Tenant and its co-tenants shall be responsible for obtaining and paying their own internet service provider. Tenant shall be responsible for providing its own computers, printers, and other IT devices. Landlord, at its cost, shall provide snow removal, maintenance, trash removal, and security services. Tenant shall be responsible for any damage caused by its employees, clients, and visitors beyond ordinary wear and tear. Tenant, and its co-tenants, shall, at their sole cost, be responsible for providing and maintaining any copier(s) they deem appropriate and for providing any office supplies, including, but not limited to, copier paper, pens/pencils, envelopes, post-it notes, and other customary office supplies. Tenant, and its co-tenants, shall share the cost of any reception desk personnel or other joint personnel said Tenant and co-tenants deem appropriate.

7. **Eviction.** Tenant may be evicted pursuant to Colorado statutes if Tenant does not comply with all of the terms of this Lease and for all other causes allowed by law. Tenant must pay all costs, including reasonable attorney fees, related to the eviction and the collection of any monies owed the Landlord, along with the cost of re-entering, cleaning, and repairing the Premises.
8. **Payments by Landlord.** If Tenant fails to comply with the terms of this Lease, Landlord may take any reasonable action to enforce Landlord's rights and remedies under this Lease and Colorado state law and charge the reasonable costs, including reasonable attorney fees, to the Tenant. Failure to pay such additional charges shall be a violation of this Lease.
9. **Care of Premises.** Tenant has examined the Premises and is satisfied with its present physical condition. Landlord makes no warranties or representations about the habitability of the Premises or its fitness for a particular purpose. Tenant accepts the Premises in its "as is" condition. Landlord agrees to maintain the interior and exterior of the Premises in as good condition as it is at the start of this Lease except for ordinary wear and tear. Landlord shall be responsible for the routine maintenance of the mechanical systems, including, but not limited to, heating, plumbing, air conditioning, and electrical. Landlord shall be responsible for the repair of all structural damage to or defects in the Premises, as well as for the routine repair to or defects in the mechanical systems, including their replacement as necessitated by damage or obsolescence. Tenant must pay for all repairs, replacements, and damages caused by the act or neglect of Tenant, Tenant's employees, and Tenant's visitors, but Landlord shall perform such repair/replacement work or contract for the same at Tenant's sole cost. Tenant shall be solely responsible for maintaining its property and equipment. Tenant shall remove all of Tenant's property at the end of this Lease. Any Property that is left shall become the property of Landlord and may be discarded.
10. **Repairs by Landlord.** Landlord has no duty to repair the Premises if the Premises is partially or completely destroyed. In the event of complete destruction, the parties shall work in good faith to determine whether the Premises should be re-constructed, as well as the terms for any re-construction.

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13. **Indemnification.** Tenant hereby indemnifies and holds Landlord, Landlord's elected officials, officers, directors, agents, employees, successors and assigns (collectively, "Landlord's Indemnified Parties") harmless from and against any and all Losses arising from: (i) the negligence or willful acts of Tenant or its agents, employees, or contractors occurring in the Building or the Premises; and/or(ii) the presence of hazardous materials in, on, under, or around the Building or the Premises to the extent such hazardous materials were brought upon or used by Tenant in the Building or the Premises. Notwithstanding the foregoing, Tenant shall have no liability for any Losses under this Section 13 to the extent such Losses are caused by Landlord's gross negligence or willful misconduct. In the event any action or proceeding shall be brought against Landlord's Indemnified Parties by reason of any such claim, Tenant shall defend the same at Tenant's expense by counsel reasonably approved by Landlord.
14. **No Waiver by Landlord.** Landlord does not give up any rights by failing to enforce any terms of this Lease.
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For Landlord:

Director of Facilities Operations
4430 S. Adams County Parkway
Brighton, CO 80601
Phone: 720-523-6003
Fax: 720-523-6008

Copy to:

County Attorney's Office
4430 S. Adams County Parkway
Brighton, CO 80601
Phone: 720-523-6116
Fax: 720-523-6114

For Tenant:

Attention: Kathryn D. Boyd-Trull, MD
YHC Clinic, Inc.
9874 Quintero Street
Commerce City, Colorado 80022
Phone: 303-266-4293
Cell: 303-949-7528

18. **Quiet Enjoyment.** Tenant may use the Premises without interference, subject to the terms of this Lease, and subject to its co-tenants' use of the Premises.
19. **Jurisdiction and Venue.** The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Lease. The Parties agree that jurisdiction and venue for any disputes arising under this Lease Agreement shall be in Adams County, Colorado.
20. **Injury or Damage.** Tenant shall be solely responsible for any injury or damage caused by the act or neglect of Tenant, Tenant's employees, and Tenant's visitors. Landlord is not responsible for any injury or damage unless due to the gross negligence of Landlord.
21. **Integration of Understanding.** This Lease contains the entire understanding of the Parties hereto and the rights and obligations contained therein may be changed, modified, or waived only by an instrument in writing signed by the Parties hereto.
22. **Paragraph Headings.** Paragraph headings are inserted for the convenience of reference only.
23. **Parties Interested Herein.** Nothing expressed or implied in this Lease 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 Lease. All covenants, terms, conditions, and provisions in this Lease shall be for the sole and exclusive benefit of Tenant and Landlord.

24. **Severability.** If any provision of this Lease is determined to be unenforceable or invalid for any reason, the remainder of this Lease shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
25. **Authorization.** Each party represents and warrants that it has the power and ability to enter into this Lease, to grant the rights granted herein, and to perform the duties and obligations herein described.
26. **Insurance:** The Tenant agrees to maintain insurance of the following types and amounts:

Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

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Bodily Injury/Property Damage	\$1,000,000 (each accident)
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Workers' Compensation Insurance: Per Colorado Statutes

Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.

Each Occurrence	\$1,000,000
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This insurance requirement applies only to Tenants who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

Adams County as "Additional Insured": The Tenant's commercial general liability, comprehensive automobile liability, and professional 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:

Underwriters shall have no right of recovery or subrogation against the County, 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 resulting from the actions or negligence of the Tenant.

The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Tenant.

Licensed Insurers: All insurers of the Tenant must be licensed or approved to do business in the State of Colorado. Upon failure of the Tenant 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 Tenant in obtaining and/or maintaining any required insurance shall not relieve the Tenant from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Tenant concerning indemnification.

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.

Tenant shall be solely responsible for obtaining insurance for any of its personal property located on the Premises and for any loss or damage to its personal property.

IN WITNESS WHEREOF, the Parties hereto have caused their names to be affixed hereto.

LANDLORD:
BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Chair

Date

ATTEST:
STAN MARTIN
CLERK AND RECORDER

APPROVED AS TO FORM:

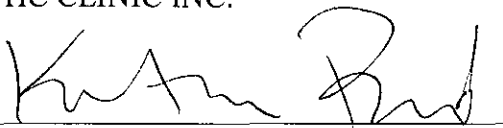
Deputy Clerk

Adams County Attorney's Office

TENANT:
YHC CLINIC INC.

Name:

Date:



11 / 16 / 18

Exhibit 1- Community Partner Space in Pete Mirelez Human Services Building
11860 Pecos Street, Westminster, Colorado 80234

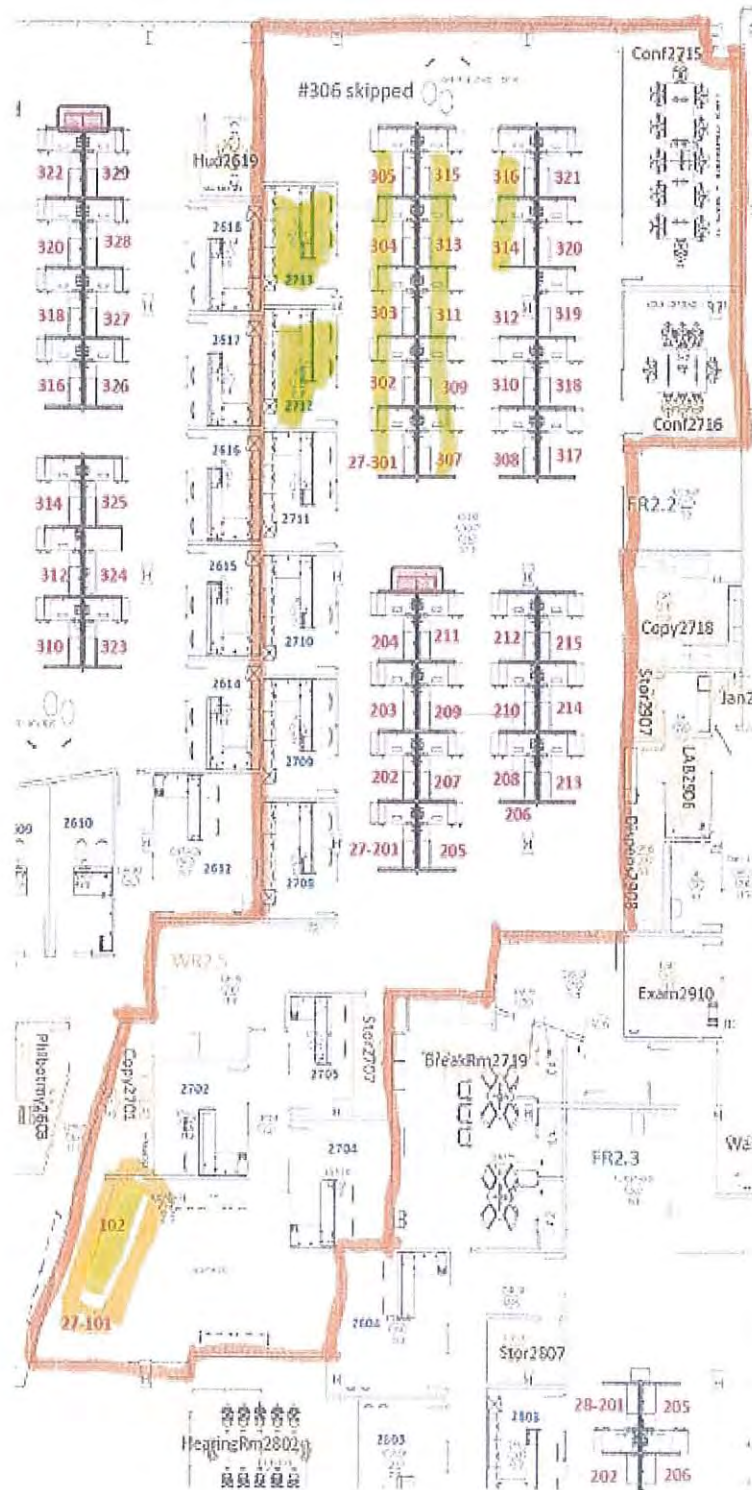


Exhibit 2

YHC Clinic

YHC Clinic will help serve the needs of Adams County residents by periodically providing the following services at the 11860 Pecos Street Location, Westminster, Colorado 80234:

1. Provide free, basic health care needs and referral resources, as well as mental and spiritual health support services.
2. Conduct community outreach projects to enhance and build community within neighborhoods.
3. Bring health mobile care to the homeless and underserved populations within the community.
4. Capitalize on opportunities to partner closely with other agencies and non-profits co-located within the Human Services Center, specifically providing free health services to foster kids, migrant and seasonal workers, and those requiring emergency assistance.

2nd Floor Plan

Rooms and Areas:

- 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300
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Exhibit 2

YHC Clinic

YHC Clinic will help serve the needs of Adams County residents by periodically providing the following services at the 11860 Pecos Street Location, Westminster, Colorado 80234:

1. Provide free, basic health care needs and referral resources, as well as mental and spiritual health support services.
2. Conduct community outreach projects to enhance and build community within neighborhoods.
3. Bring health mobile care to the homeless and underserved populations within the community.
4. Capitalize on opportunities to partner closely with other agencies and non-profits co-located within the Human Services Center, specifically providing free health services to foster kids, migrant and seasonal workers, and those requiring emergency assistance.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 11, 2018
SUBJECT: APPROVING A LEASE BETWEEN ADAMS COUNTY AND EARLY CHILDHOOD PARTNERSHIP OF ADAMS COUNTY (ECPAC) FOR A PORTION OF THE PETE MIRELEZ HUMAN SERVICES CENTER
FROM: : Raymond H. Gonzales, County Manager Bryan Osler, Interim Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager Chris Kline, Human Services Department Director
AGENCY/DEPARTMENT: Human Services
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 with (ECPAC) to provide direct client services from the community partner space in the Pete Mirelez Human Services Center.

BACKGROUND:

The Adams County Human Services Department (HSD) has a limited office and client service delivery space in the new center to make available to non-profit, government or community-based agencies with missions and objectives consistent with those of the County's Human Services Department. The intent of providing the space within the new center will allow selected agencies to deliver direct client facing services to individuals and families with human service needs. These services should enhance or supplement, but do not replace or duplicate services being provides by the HSD such as:

- Community enrichment or poverty reduction
- Providing employment training or job acquisition
- Addressing homelessness
- Offering services that benefit senior citizens or children
- Addressing economic security or self sufficiency
- Eliminating food insecurity
- Providing culturally relevant services that meet the special needs of diverse populations
- Providing health and wellness services
- Addressing mental health
- Offering other direct services compatible with the needs of the clients of the HSD

At a study session conducted on June 19, 2018, the Adams County Board of County Commissioners approved the Human Services Department offering remaining vacant in the community partner designated area of the Pete Mirelez Human Services Building to other non-profits. The Board did not want a new solicitation. After contacting existing community partners, new partners were identified that would fill gaps in service delivery. Nine agencies sent letters of interest including: Foster Source, Senior Hub, YHC Clinic, Center for People with Disabilities, Denver Indian Family Resource Center, United for a New Economy, Early Childhood Partnership of Adams County, Joyful Journeys and Let Your Light Shine. All agencies were determined to be suitable partners.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Attorney's Office
Human Services
Community Partner already occupying space in the designated area

ATTACHED DOCUMENTS:

Resolution
(ECPAC) lease for the Community Partner Space at the Pete Mirelez Human Services Building.

FISCAL IMPACT:

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

Fund: 15**Cost Center:** 100005007000

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:	5770		\$10.00
Total Revenues:			<u>\$10.00</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:

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

**RESOLUTION APPROVING A LEASE BETWEEN ADAMS COUNTY
AND EARLY CHILDHOOD PARTNERSHIP OF ADAMS COUNTY (ECPAC) FOR A
PORTION OF THE PETE MIRELEZ HUMAN SERVICES CENTER**

WHEREAS, (ECPAC) herein referred to as community partner, submitted an application to provide client services at the Pete Mirelez Human Services Center; and,

WHEREAS, the community partner has agreed to provide these client services with the understanding that there is no funding expected from the County for the services; and,

WHEREAS, by means of the attached lease agreement the parties wish to set forth their rights and obligations with respect to the community partner occupying a portion of the Pete Mirelez Human Services Center to provide said services.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Lease between Adams County and (ECPAC) for a portion of the Pete Mirelez Human Services Center be approved.

BE IT FURTHER RESOLVED, that the chair is hereby authorized to sign said Lease after approval as to form is completed by the County Attorney's Office.

ADAMS COUNTY, COLORADO
LEASE AGREEMENT FOR A PORTION OF THE PETE MIRELEZ HUMAN
SERVICES CENTER LOCATED AT 11860 PECOS STREET, WESTMINSTER,
CO 80234

THIS LEASE AGREEMENT ("Lease") is entered into this 2nd day of January 2019, by and between the Board of County Commissioners of Adams County, State of Colorado, located at 4430 S. Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as "Landlord" or "County," and the Early Childhood Partnership of Adams County (ECPAC), located at, 8859 Fox Drive, Suite 205, Thornton, CO 80260, hereinafter referred to as "Tenant."

WHEREAS, Landlord is a local governmental entity that provides various social services to qualifying Adams County residents, and Landlord will be opening a new building for the provision of said social services named the Pete Mirelez Human Services Center, located at 11860 Pecos Street, Westminster, CO 80234; and,

WHEREAS, Tenant is a non-profit corporation that provides various social services including those of victims of domestic violence, parolee reentry, health benefits enrollment, and substance abuse counseling; and,

WHEREAS, for the benefit and convenience of Adams County residents, Landlord wishes to lease a portion of the Pete Mirelez Human Services Center to several tenants, including Tenant, so that Tenant and other tenants may provide their services to qualifying Adams County residents without said residents needing to undertake additional travel throughout the region; and,

WHEREAS, Tenant is willing to lease a portion of the Pete Mirelez Human Services Center under the terms and conditions of this Lease in order to more conveniently provide its services to qualifying Adams County residents.

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

1. **Premises.** Landlord agrees to lease to Tenant, and Tenant agrees to rent from Landlord, a portion of the Pete Mirelez Human Services Center known as Suite 2700 (the "Premises") located at 11860 Pecos Street, Westminster, CO 80234, and depicted on the attached Exhibit 1. Tenant will be one of a number of tenants allowed to lease the Premises and Tenant and its co-tenants shall apportion the space in the Premises as they deem appropriate, subject to the final written approval of Landlord.
2. **Term.** This Lease shall commence on January 2, 2019 and terminate on January 2, 2020. In the event Tenant continues to occupy the Premises after January 2, 2020, such tenancy shall be month-to-month and may be terminated by either Party upon thirty days written notice. The Landlord, in its sole discretion, may

6. **Utilities and Miscellaneous Building Services.** Landlord shall be responsible for paying all utility costs associated with the Premises, including phone service, electricity, and heat/air conditioning. Landlord shall provide access to the internet, but Tenant and its co-tenants shall be responsible for obtaining and paying their own internet service provider. Tenant shall be responsible for providing its own computers, printers, and other IT devices. Landlord, at its cost, shall provide snow removal, maintenance, trash removal, and security services. Tenant shall be responsible for any damage caused by its employees, clients, and visitors beyond ordinary wear and tear. Tenant, and its co-tenants, shall, at their sole cost, be responsible for providing and maintaining any copier(s) they deem appropriate and for providing any office supplies, including, but not limited to, copier paper, pens/pencils, envelopes, post-it notes, and other customary office supplies. Tenant, and its co-tenants, shall share the cost of any reception desk personnel or other joint personnel said Tenant and co-tenants deem appropriate.
7. **Eviction.** Tenant may be evicted pursuant to Colorado statutes if Tenant does not comply with all of the terms of this Lease and for all other causes allowed by law. Tenant must pay all costs, including reasonable attorney fees, related to the eviction and the collection of any monies owed the Landlord, along with the cost of re-entering, cleaning, and repairing the Premises.
8. **Payments by Landlord.** If Tenant fails to comply with the terms of this Lease, Landlord may take any reasonable action to enforce Landlord's rights and remedies under this Lease and Colorado state law and charge the reasonable costs, including reasonable attorney fees, to the Tenant. Failure to pay such additional charges shall be a violation of this Lease.
9. **Care of Premises.** Tenant has examined the Premises and is satisfied with its present physical condition. Landlord makes no warranties or representations about the habitability of the Premises or its fitness for a particular purpose. Tenant accepts the Premises in its "as is" condition. Landlord agrees to maintain the interior and exterior of the Premises in as good condition as it is at the start of this Lease except for ordinary wear and tear. Landlord shall be responsible for the routine maintenance of the mechanical systems, including, but not limited to, heating, plumbing, air conditioning, and electrical. Landlord shall be responsible for the repair of all structural damage to or defects in the Premises, as well as for the routine repair to or defects in the mechanical systems, including their replacement as necessitated by damage or obsolescence. Tenant must pay for all repairs, replacements, and damages caused by the act or neglect of Tenant, Tenant's employees, and Tenant's visitors, but Landlord shall perform such repair/replacement work or contract for the same at Tenant's sole cost. Tenant shall be solely responsible for maintaining its property and equipment. Tenant shall remove all of Tenant's property at the end of this Lease. Any Property that is left shall become the property of Landlord and may be discarded.
10. **Repairs by Landlord.** Landlord has no duty to repair the Premises if the Premises is partially or completely destroyed. In the event of complete

For Landlord:

Director of Facilities Operations
4430 S. Adams County Parkway
Brighton, CO 80601
Phone: 720-523-6003
Fax: 720-523-6008

Copy to:

County Attorney's Office
4430 S. Adams County Parkway
Brighton, CO 80601
Phone: 720-523-6116
Fax: 720-523-6114

For Tenant:

Attention: Lisa Jansen Thompson
ECPAC Executive Director
8859 Fox Drive, Suite 205
Thornton, CO 80260
Phone: 303-428-2029

18. **Quiet Enjoyment.** Tenant may use the Premises without interference, subject to the terms of this Lease, and subject to its co-tenants' use of the Premises.
19. **Jurisdiction and Venue.** The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Lease. The Parties agree that jurisdiction and venue for any disputes arising under this Lease Agreement shall be in Adams County, Colorado.
20. **Injury or Damage.** Tenant shall be solely responsible for any injury or damage caused by the act or neglect of Tenant, Tenant's employees, and Tenant's visitors. Landlord is not responsible for any injury or damage unless due to the gross negligence of Landlord.
21. **Integration of Understanding.** This Lease contains the entire understanding of the Parties hereto and the rights and obligations contained therein may be changed, modified, or waived only by an instrument in writing signed by the Parties hereto.
22. **Paragraph Headings.** Paragraph headings are inserted for the convenience of reference only.
23. **Parties Interested Herein.** Nothing expressed or implied in this Lease 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 Lease. All covenants, terms, conditions, and provisions in this Lease shall be for the sole and exclusive benefit of Tenant and Landlord.

Licensed Insurers: All insurers of the Tenant must be licensed or approved to do business in the State of Colorado. Upon failure of the Tenant 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 Tenant in obtaining and/or maintaining any required insurance shall not relieve the Tenant from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Tenant concerning indemnification.

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.

Tenant shall be solely responsible for obtaining insurance for any of its personal property located on the Premises and for any loss or damage to its personal property.

IN WITNESS WHEREOF, the Parties hereto have caused their names to be affixed hereto.

LANDLORD:
BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Chair

Date

ATTEST:
STAN MARTIN
CLERK AND RECORDER

APPROVED AS TO FORM:

Deputy Clerk

Adams County Attorney's Office

TENANT:
EARLY CHILDHOOD PARTNERSHIP OF ADAMS COUNTY (ECPAC)

Name: Lisa Jansen Thompson

Date: 10/25/18

Exhibit 2

ECPAC

ECPAC will serve the needs of Adams County residents by supporting by providing the following services:

1. Work with several community partners to develop “shared services” spaces to decrease access barriers for services and supports for young children and their families. This pilot is intended to help reduce child abuse and prevention (and has been included in our final Community Child Maltreatment Prevention Plan and work toward breaking the cycle of poverty.
2. Provide support to families with parenting classes towards improved child development and later school success as well as intensive care navigation to be connected to two-generation services.
3. Work with the Department and other partners, as well as families to identify needs of the families served at the Human Services Building and then seek community partners to provide requested services on-location.
4. Build from existing partnerships for shared service delivery, support needed coordination of the use of provided space, evaluate outcomes, identify and address systemic and policy barriers to this model, and support service providers in the delivery of comprehensive services using best practices.

Exhibit 1- Community Partner Space in Pete Mirelez Human Services Building
11860 Pecos Street, Westminster, Colorado 80234



Exhibit 2

ECPAC

ECPAC will serve the needs of Adams County residents by supporting by providing the following services:

1. Work with several community partners to develop “shared services” spaces to decrease access barriers for services and supports for young children and their families. This pilot is intended to help reduce child abuse and prevention (and has been included in our final Community Child Maltreatment Prevention Plan and work toward breaking the cycle of poverty.
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3. Work with the Department and other partners, as well as families to identify needs of the families served at the Human Services Building and then seek community partners to provide requested services on-location.
4. Build from existing partnerships for shared service delivery, support needed coordination of the use of provided space, evaluate outcomes, identify and address systemic and policy barriers to this model, and support service providers in the delivery of comprehensive services using best practices.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 11, 2018
SUBJECT: APPROVING A LEASE BETWEEN ADAMS COUNTY AND LET YOUR LIGHT SHINE FOR A PORTION OF THE PETE MIRELEZ HUMAN SERVICES CENTER
FROM: : Raymond H. Gonzales, County Manager Bryan Osler, Interim Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager Chris Kline, Human Services Department Director
AGENCY/DEPARTMENT: Human Services
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 with Let Your Light Shine to provide direct client services from the community partner space in the Pete Mirelez Human Services Center.

BACKGROUND:

The Adams County Human Services Department (HSD) has a limited office and client service delivery space in the new center to make available to non-profit, government or community-based agencies with missions and objectives consistent with those of the County's Human Services Department. The intent of providing the space within the new center will allow selected agencies to deliver direct client facing services to individuals and families with human service needs. These services should enhance or supplement, but do not replace or duplicate services being provides by the HSD such as:

- Community enrichment or poverty reduction
- Providing employment training or job acquisition
- Addressing homelessness
- Offering services that benefit senior citizens or children
- Addressing economic security or self sufficiency
- Eliminating food insecurity
- Providing culturally relevant services that meet the special needs of diverse populations
- Providing health and wellness services
- Addressing mental health
- Offering other direct services compatible with the needs of the clients of the HSD

At a study session conducted on June 19, 2018, the Adams County Board of County Commissioners approved the Human Services Department offering remaining vacant in the community partner designated area of the Pete Mirelez Human Services Building to other non-profits. The Board did not want a new solicitation. After contacting existing community partners, new partners were identified that would fill gaps in service delivery. Nine agencies sent letters of interest including: Foster Source, Senior Hub, YHC Clinic, Center for People with Disabilities, Denver Indian Family Resource Center, United for a New Economy, Early Childhood Partnership of Adams County, Joyful Journeys and Let Your Light Shine. All agencies were determined to be suitable partners.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Attorney's Office
Human Services
Community Partner already occupying space in the designated area

ATTACHED DOCUMENTS:

Resolution
Let Your Light Shine lease for the Community Partner Space at the Pete Mirelez Human Services Building.

FISCAL IMPACT:

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

Fund: 15**Cost Center:** 100005007000

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:	5770		\$10.00
Total Revenues:			<u>\$10.00</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:

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

**RESOLUTION APPROVING A LEASE BETWEEN ADAMS COUNTY
AND LET YOUR LIGHT SHINE FOR A PORTION OF THE PETE MIRELEZ HUMAN
SERVICES CENTER**

WHEREAS, Let Your Light Shine herein referred to as community partner, submitted an application to provide client services at the Pete Mirelez Human Services Center; and,

WHEREAS, the community partner has agreed to provide these client services with the understanding that there is no funding expected from the County for the services; and,

WHEREAS, by means of the attached lease agreement the parties wish to set forth their rights and obligations with respect to the community partner occupying a portion of the Pete Mirelez Human Services Center to provide said services.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Lease between Adams County and Let Your Light Shine for a portion of the Pete Mirelez Human Services Center be approved.

BE IT FURTHER RESOLVED, that the chair is hereby authorized to sign said Lease after approval as to form is completed by the County Attorney's Office.

ADAMS COUNTY, COLORADO
LEASE AGREEMENT FOR A PORTION OF THE PETE MIRELEZ HUMAN
SERVICES CENTER LOCATED AT 11860 PECOS STREET, WESTMINSTER,
CO 80234

THIS LEASE AGREEMENT ("Lease") is entered into this 2nd day of January 2019, by and between the Board of County Commissioners of Adams County, State of Colorado, located at 4430 S. Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as "Landlord" or "County," and Let Your Light Shine, located at, P.O. Box 460, Brighton, Colorado 80601, hereinafter referred to as "Tenant."

WHEREAS, Landlord is a local governmental entity that provides various social services to qualifying Adams County residents, and Landlord will be opening a new building for the provision of said social services named the Pete Mirelez Human Services Center, located at 11860 Pecos Street, Westminster, CO 80234; and,

WHEREAS, Tenant is a non-profit corporation that provides various social services including those of victims of domestic violence, parolee reentry, health benefits enrollment, and substance abuse counseling; and,

WHEREAS, for the benefit and convenience of Adams County residents, Landlord wishes to lease a portion of the Pete Mirelez Human Services Center to to several tenants, including Tenant, so that Tenant and other tenants may provide their services to qualifying Adams County residents without said residents needing to undertake additional travel throughout the region; and,

WHEREAS, Tenant is willing to lease a portion of the Pete Mirelez Human Services Center under the terms and conditions of this Lease in order to more conveniently provide its services to qualifying Adams County residents.

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

1. **Premises.** Landlord agrees to lease to Tenant, and Tenant agrees to rent from Landlord, a portion of the Pete Mirelez Human Services Center known as Suite 2700 (the "Premises") located at 11860 Pecos Street, Westminster, CO 80234, and depicted on the attached Exhibit 1. Tenant will be one of a number of tenants allowed to lease the Premises and Tenant and its co-tenants shall apportion the space in the Premises as they deem appropriate, subject to the final written approval of Landlord.
2. **Term.** This Lease shall commence on January 2, 2019 and terminate on January 2, 2020. In the event Tenant continues to occupy the Premises after January 2, 2020, such tenancy shall be month-to-month and may be terminated by either Party upon thirty days written notice. The Landlord, in its sole discretion, may offer to extend the term of the Lease for two additional, one-year terms. **Early**

termination option: Either party may terminate this Lease upon ninety-days prior written notice to the other party provided the other terms of the Lease have been adhered to. Upon such termination, neither Landlord nor Tenant shall have any further rights, estates, or liabilities under this Lease accruing after the effective date of termination, except for such obligations that expressly survive the termination of the Lease.

3. **Rent.** In consideration of this Lease, Tenant has already paid rent in the amount of \$10.00. Tenant has outlined the services it intends to provide to qualifying Adams County residents as part of the request for application and response documents, a copy of which is attached as Exhibit 2 and incorporated herein. As the primary consideration for this Lease, Tenant agrees to continue providing the services set forth in Exhibit 2 and Section 5, below. Tenant's failure to provide said services shall be considered tantamount to a failure to pay rent and a material breach of this Lease.
4. **Security Deposit.** No security deposit is being required for this Lease.
5. **Use of the Property.** It shall be a material term of this Lease that Tenant shall use the Premises only for the provision of services outlined in Exhibit 2. In the event Tenant uses the Premises for purposes inconsistent with Exhibit 2, Landlord may, at its sole discretion, terminate this Lease and evict Tenant as provided in Section 7, below.

Tenant shall not alter the Premises without the written authorization of Landlord. The Premises are part of a new building and have been finished and furnished by Landlord, including Landlord providing workstations, desks, chairs, and other customary office furniture. Tenant may undertake such minor decoration and reconfiguration of provided furniture as it deems appropriate for the provision of its services, subject to the final written approval of Landlord. At the end of this Lease, any improvements to the Premises shall become the property of Landlord.

Tenant shall not allow any encumbrance or lien to be placed against the Premises and shall indemnify Landlord for the costs, including attorney fees, associated with removing any lien or encumbrance caused by Tenant and for any other damages caused by the lien or encumbrance. The parties do not anticipate Tenant undertaking any improvements that would require governmental permits, but, in the event such need arises, Tenant shall be responsible for obtaining, at its sole cost, such permits. Tenant shall have access to the shared employee breakroom, bathrooms associated with or adjacent to the Premises, and parking for staff and clients. Tenant shall not have access to the employee fitness center or clinic/health center. Tenant's employees shall comply with all County building use policies and other county standards applicable to the Premises. Tenant shall be responsible for conducting background checks on its employees.

6. **Utilities and Miscellaneous Building Services.** Landlord shall be responsible for paying all utility costs associated with the Premises, including phone service,

electricity, and heat/air conditioning. Landlord shall provide access to the internet, but Tenant and its co-tenants shall be responsible for obtaining and paying their own internet service provider. Tenant shall be responsible for providing its own computers, printers, and other IT devices. Landlord, at its cost, shall provide snow removal, maintenance, trash removal, and security services. Tenant shall be responsible for any damage caused by its employees, clients, and visitors beyond ordinary wear and tear. Tenant, and its co-tenants, shall, at their sole cost, be responsible for providing and maintaining any copier(s) they deem appropriate and for providing any office supplies, including, but not limited to, copier paper, pens/pencils, envelopes, post-it notes, and other customary office supplies. Tenant, and its co-tenants, shall share the cost of any reception desk personnel or other joint personnel said Tenant and co-tenants deem appropriate.

7. **Eviction.** Tenant may be evicted pursuant to Colorado statutes if Tenant does not comply with all of the terms of this Lease and for all other causes allowed by law. Tenant must pay all costs, including reasonable attorney fees, related to the eviction and the collection of any monies owed the Landlord, along with the cost of re-entering, cleaning, and repairing the Premises.
8. **Payments by Landlord.** If Tenant fails to comply with the terms of this Lease, Landlord may take any reasonable action to enforce Landlord's rights and remedies under this Lease and Colorado state law and charge the reasonable costs, including reasonable attorney fees, to the Tenant. Failure to pay such additional charges shall be a violation of this Lease.
9. **Care of Premises.** Tenant has examined the Premises and is satisfied with its present physical condition. Landlord makes no warranties or representations about the habitability of the Premises or its fitness for a particular purpose. Tenant accepts the Premises in its "as is" condition. Landlord agrees to maintain the interior and exterior of the Premises in as good condition as it is at the start of this Lease except for ordinary wear and tear. Landlord shall be responsible for the routine maintenance of the mechanical systems, including, but not limited to, heating, plumbing, air conditioning, and electrical. Landlord shall be responsible for the repair of all structural damage to or defects in the Premises, as well as for the routine repair to or defects in the mechanical systems, including their replacement as necessitated by damage or obsolescence. Tenant must pay for all repairs, replacements, and damages caused by the act or neglect of Tenant, Tenant's employees, and Tenant's visitors, but Landlord shall perform such repair/replacement work or contract for the same at Tenant's sole cost. Tenant shall be solely responsible for maintaining its property and equipment. Tenant shall remove all of Tenant's property at the end of this Lease. Any Property that is left shall become the property of Landlord and may be discarded.
10. **Repairs by Landlord.** Landlord has no duty to repair the Premises if the Premises is partially or completely destroyed. In the event of complete destruction, the parties shall work in good faith to determine whether the Premises should be re-constructed, as well as the terms for any re-construction.

11. **Alterations.** Tenant shall obtain the Landlord's prior written consent to alter, improve, remodel or refurbish the Premises. Alterations, additions, and improvements become the Landlord's property upon termination of this Lease.
12. **Compliance with Laws and Hazardous Use.** Tenant must comply with laws, orders, rules, and requirements of governmental authorities, and insurance companies which have issued or are about to issue policies covering the Premises and/or its contents. Tenant will not keep anything on the Premises which is dangerous, flammable, explosive, or that might increase the danger of fire or any other hazard. There shall be no waste disposal or dumping on the Premises, including the disposal or storage of construction materials.
13. **Indemnification.** Tenant hereby indemnifies and holds Landlord, Landlord's elected officials, officers, directors, agents, employees, successors and assigns (collectively, "Landlord's Indemnified Parties") harmless from and against any and all Losses arising from: (i) the negligence or willful acts of Tenant or its agents, employees, or contractors occurring in the Building or the Premises; and/or(ii) the presence of hazardous materials in, on, under, or around the Building or the Premises to the extent such hazardous materials were brought upon or used by Tenant in the Building or the Premises. Notwithstanding the foregoing, Tenant shall have no liability for any Losses under this Section 13 to the extent such Losses are caused by Landlord's gross negligence or willful misconduct. In the event any action or proceeding shall be brought against Landlord's Indemnified Parties by reason of any such claim, Tenant shall defend the same at Tenant's expense by counsel reasonably approved by Landlord.
14. **No Waiver by Landlord.** Landlord does not give up any rights by failing to enforce any terms of this Lease.
15. **Assignment and Subleasing.** Tenant shall not assign or sublease the Premises without the prior written consent of the Landlord.
16. **Entry by Landlord.** Upon reasonable notice, Landlord may enter the Premises to inspect it or to protect Landlord's rights pursuant to this Lease. In the case of an emergency or the Tenant's absence, the Landlord may enter the Premises without Tenant's consent.
17. **Notice.** Any notices given under this Agreement 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 Agreement, any and all notices shall be addressed to the contacts listed below:

For Landlord:

Director of Facilities Operations
4430 S. Adams County Parkway
Brighton, CO 80601
Phone: 720-523-6003
Fax: 720-523-6008

Copy to:

County Attorney's Office
4430 S. Adams County Parkway
Brighton, CO 80601
Phone: 720-523-6116
Fax: 720-523-6114

For Tenant:

Attention: Ellen Kammerzell
Let Your Light Shine
Brighton, Colorado 80601
Phone: 720-979-2322

18. **Quiet Enjoyment.** Tenant may use the Premises without interference, subject to the terms of this Lease, and subject to its co-tenants' use of the Premises.
19. **Jurisdiction and Venue.** The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Lease. The Parties agree that jurisdiction and venue for any disputes arising under this Lease Agreement shall be in Adams County, Colorado.
20. **Injury or Damage.** Tenant shall be solely responsible for any injury or damage caused by the act or neglect of Tenant, Tenant's employees, and Tenant's visitors. Landlord is not responsible for any injury or damage unless due to the gross negligence of Landlord.
21. **Integration of Understanding.** This Lease contains the entire understanding of the Parties hereto and the rights and obligations contained therein may be changed, modified, or waived only by an instrument in writing signed by the Parties hereto.
22. **Paragraph Headings.** Paragraph headings are inserted for the convenience of reference only.
23. **Parties Interested Herein.** Nothing expressed or implied in this Lease 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 Lease. All covenants, terms, conditions, and provisions in this Lease shall be for the sole and exclusive benefit of Tenant and Landlord.
24. **Severability.** If any provision of this Lease is determined to be unenforceable or invalid for any reason, the remainder of this Lease shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

25. **Authorization.** Each party represents and warrants that it has the power and ability to enter into this Lease, to grant the rights granted herein, and to perform the duties and obligations herein described.
26. **Insurance:** The Tenant agrees to maintain insurance of the following types and amounts:

Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.

Bodily Injury/Property Damage	\$1,000,000 (each accident)
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Workers' Compensation Insurance: Per Colorado Statutes

Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.

Each Occurrence	\$1,000,000
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This insurance requirement applies only to Tenants who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

Adams County as "Additional Insured": The Tenant's commercial general liability, comprehensive automobile liability, and professional 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:

Underwriters shall have no right of recovery or subrogation against the County, 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 resulting from the actions or negligence of the Tenant.

The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Tenant.

Licensed Insurers: All insurers of the Tenant must be licensed or approved to do business in the State of Colorado. Upon failure of the Tenant 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 Tenant in obtaining and/or maintaining any required insurance shall not relieve the Tenant from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Tenant concerning indemnification.

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.

Tenant shall be solely responsible for obtaining insurance for any of its personal property located on the Premises and for any loss or damage to its personal property.

IN WITNESS WHEREOF, the Parties hereto have caused their names to be affixed hereto.

LANDLORD:
BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Chair

Date


ATTEST:
STAN MARTIN
CLERK AND RECORDER

APPROVED AS TO FORM:

Deputy Clerk

Adams County Attorney's Office

TENANT:
LET YOUR LIGHT SHINE



Name:

Nov. 13, 2018

Date:

Exhibit 1- Community Partner Space in Pete Mirelez Human Services Building
11860 Pecos Street, Westminster, Colorado 80234



Exhibit 2

Let Your Light Shine

Let Your Light Shine will offer the following services at the Human Services Building:

1. Fill the gaps left between shelters, food pantries, and resources necessary to take someone from homelessness to self-sufficiency.
2. Help homeless people overcome barriers by establishing relationships with them above case management.
3. Establish relationships with other agencies that provide services to help the impoverished.
4. Help the homeless, who seek employment, find that employment.
5. Provide a safe place for clients to establish relationships with community partner organizations.
6. Help with public assistance applications.
7. Provide outreach services to low income and homeless populations.
8. Provide basic necessities such as survival gear, clothing, vouchers,
9. Provide emergency relief items.
10. Partner with the existing agencies through open communication and referral exchange to better serve all clients in Adams County, not just those of Let Your Light Shine.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 11, 2018
SUBJECT: APPROVING A LEASE BETWEEN ADAMS COUNTY AND SENIOR HUB, INC., FOR A PORTION OF THE PETE MIRELEZ HUMAN SERVICES CENTER
FROM: : Raymond H. Gonzales, County Manager Bryan Osler, Interim Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager Chris Kline, Human Services Department Director
AGENCY/DEPARTMENT: Human Services
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 with Senior Hub, Inc., to provide direct client services from the community partner space in the Pete Mirelez Human Services Center.

BACKGROUND:

The Adams County Human Services Department (HSD) has a limited office and client service delivery space in the new center to make available to non-profit, government or community-based agencies with missions and objectives consistent with those of the County's Human Services Department. The intent of providing the space within the new center will allow selected agencies to deliver direct client facing services to individuals and families with human service needs. These services should enhance or supplement, but do not replace or duplicate services being provides by the HSD such as:

- Community enrichment or poverty reduction
- Providing employment training or job acquisition
- Addressing homelessness
- Offering services that benefit senior citizens or children
- Addressing economic security or self sufficiency
- Eliminating food insecurity
- Providing culturally relevant services that meet the special needs of diverse populations
- Providing health and wellness services
- Addressing mental health
- Offering other direct services compatible with the needs of the clients of the HSD

At a study session conducted on June 19, 2018, the Adams County Board of County Commissioners approved the Human Services Department offering remaining vacant in the community partner designated area of the Pete Mirelez Human Services Building to other non-profits. The Board did not want a new solicitation. After contacting existing community partners, new partners were identified that would fill gaps in service delivery. Nine agencies sent letters of interest including: Foster Source, Senior Hub, YHC Clinic, Center for People with Disabilities, Denver Indian Family Resource Center, United for a New Economy, Early Childhood Partnership of Adams County, Joyful Journeys and Let Your Light Shine. All agencies were determined to be suitable partners.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Attorney's Office
Human Services
Community Partner already occupying space in the designated area

ATTACHED DOCUMENTS:

Resolution
Senior Hub, Inc., lease for the Community Partner Space at the Pete Mirelez Human Services Building.

FISCAL IMPACT:

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

Fund: 15**Cost Center:** 100005007000

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:	5770		\$10.00
Total Revenues:			<u>\$10.00</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:

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

**RESOLUTION APPROVING A LEASE BETWEEN ADAMS COUNTY
AND SENIOR HUB, INC., FOR A PORTION OF
THE PETE MIRELEZ HUMAN SERVICES CENTER**

WHEREAS, Senior Hub, Inc., herein referred to as community partner, submitted an application to provide client services at the Pete Mirelez Human Services Center; and,

WHEREAS, the community partner has agreed to provide these client services with the understanding that there is no funding expected from the County for the services; and,

WHEREAS, by means of the attached lease agreement the parties wish to set forth their rights and obligations with respect to the community partner occupying a portion of the Pete Mirelez Human Services Center to provide said services.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Lease between Adams County and Senior Hub, Inc., for a portion of the Pete Mirelez Human Services Center be approved.

BE IT FURTHER RESOLVED, that the chair is hereby authorized to sign said Lease after approval as to form is completed by the County Attorney's Office.

ADAMS COUNTY, COLORADO
LEASE AGREEMENT FOR A PORTION OF THE PETE MIRELEZ HUMAN
SERVICES CENTER LOCATED AT 11860 PECOS STREET, WESTMINSTER,
CO 80033

THIS LEASE AGREEMENT ("Lease") is entered into this 2nd day of January 2019, by and between the Board of County Commissioners of Adams County, State of Colorado, located at 4430 S. Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as "Landlord" or "County," and Senior Hub, Inc., located at, 9025 Grant Street, Suite 150, Thornton, CO 80229, hereinafter referred to as "Tenant."

WHEREAS, Landlord is a local governmental entity that provides various social services to qualifying Adams County residents, and Landlord will be opening a new building for the provision of said social services named the Pete Mirelez Human Services Center, located at 11860 Pecos Street, Westminster, CO 80033; and,

WHEREAS, Tenant is a non-profit corporation that provides various social services including those of victims of domestic violence, parolee reentry, health benefits enrollment, and substance abuse counseling; and,

WHEREAS, for the benefit and convenience of Adams County residents, Landlord wishes to lease a portion of the Pete Mirelez Human Services Center to to several tenants, including Tenant, so that Tenant and other tenants may provide their services to qualifying Adams County residents without said residents needing to undertake additional travel throughout the region; and,

WHEREAS, Tenant is willing to lease a portion of the Pete Mirelez Human Services Center under the terms and conditions of this Lease in order to more conveniently provide its services to qualifying Adams County residents.

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

1. **Premises.** Landlord agrees to lease to Tenant, and Tenant agrees to rent from Landlord, a portion of the Pete Mirelez Human Services Center known as Suite 2700 (the "Premises") located at 11860 Pecos Street, Westminster, CO 80033, and depicted on the attached Exhibit 1. Tenant will be one of a number of tenants allowed to lease the Premises and Tenant and its co-tenants shall apportion the space in the Premises as they deem appropriate, subject to the final written approval of Landlord.
2. **Term.** This Lease shall commence on January 2, 2019 and terminate on January 2, 2020. In the event Tenant continues to occupy the Premises after January 2, 2020, such tenancy shall be month-to-month and may be terminated by either Party upon thirty days written notice. The Landlord, in its sole discretion, may offer to extend the term of the Lease for two additional, one-year terms. **Early**

termination option: Either party may terminate this Lease upon ninety-days prior written notice to the other party provided the other terms of the Lease have been adhered to. Upon such termination, neither Landlord nor Tenant shall have any further rights, estates, or liabilities under this Lease accruing after the effective date of termination, except for such obligations that expressly survive the termination of the Lease.

3. **Rent.** In consideration of this Lease, Tenant has already paid rent in the amount of \$10.00. Tenant has outlined the services it intends to provide to qualifying Adams County residents as part of the request for application and response documents, a copy of which is attached as Exhibit 2 and incorporated herein. As the primary consideration for this Lease, Tenant agrees to continue providing the services set forth in Exhibit 2 and Section 5, below. Tenant's failure to provide said services shall be considered tantamount to a failure to pay rent and a material breach of this Lease.
4. **Security Deposit.** No security deposit is being required for this Lease.
5. **Use of the Property.** It shall be a material term of this Lease that Tenant shall use the Premises only for the provision of services outlined in Exhibit 2. In the event Tenant uses the Premises for purposes inconsistent with Exhibit 2, Landlord may, at its sole discretion, terminate this Lease and evict Tenant as provided in Section 7, below.

Tenant shall not alter the Premises without the written authorization of Landlord. The Premises are part of a new building and have been finished and furnished by Landlord, including Landlord providing workstations, desks, chairs, and other customary office furniture. Tenant may undertake such minor decoration and reconfiguration of provided furniture as it deems appropriate for the provision of its services, subject to the final written approval of Landlord. At the end of this Lease, any improvements to the Premises shall become the property of Landlord.

Tenant shall not allow any encumbrance or lien to be placed against the Premises and shall indemnify Landlord for the costs, including attorney fees, associated with removing any lien or encumbrance caused by Tenant and for any other damages caused by the lien or encumbrance. The parties do not anticipate Tenant undertaking any improvements that would require governmental permits, but, in the event such need arises, Tenant shall be responsible for obtaining, at its sole cost, such permits. Tenant shall have access to the shared employee breakroom, bathrooms associated with or adjacent to the Premises, and parking for staff and clients. Tenant shall not have access to the employee fitness center or clinic/health center. Tenant's employees shall comply with all County building use policies and other county standards applicable to the Premises. Tenant shall be responsible for conducting background checks on its employees.

6. **Utilities and Miscellaneous Building Services.** Landlord shall be responsible for paying all utility costs associated with the Premises, including phone service,

electricity, and heat/air conditioning. Landlord shall provide access to the internet, but Tenant and its co-tenants shall be responsible for obtaining and paying their own internet service provider. Tenant shall be responsible for providing its own computers, printers, and other IT devices. Landlord, at its cost, shall provide snow removal, maintenance, trash removal, and security services. Tenant shall be responsible for any damage caused by its employees, clients, and visitors beyond ordinary wear and tear. Tenant, and its co-tenants, shall, at their sole cost, be responsible for providing and maintaining any copier(s) they deem appropriate and for providing any office supplies, including, but not limited to, copier paper, pens/pencils, envelopes, post-it notes, and other customary office supplies. Tenant, and its co-tenants, shall share the cost of any reception desk personnel or other joint personnel said Tenant and co-tenants deem appropriate.

7. **Eviction.** Tenant may be evicted pursuant to Colorado statutes if Tenant does not comply with all of the terms of this Lease and for all other causes allowed by law. Tenant must pay all costs, including reasonable attorney fees, related to the eviction and the collection of any monies owed the Landlord, along with the cost of re-entering, cleaning, and repairing the Premises.
8. **Payments by Landlord.** If Tenant fails to comply with the terms of this Lease, Landlord may take any reasonable action to enforce Landlord's rights and remedies under this Lease and Colorado state law and charge the reasonable costs, including reasonable attorney fees, to the Tenant. Failure to pay such additional charges shall be a violation of this Lease.
9. **Care of Premises.** Tenant has examined the Premises and is satisfied with its present physical condition. Landlord makes no warranties or representations about the habitability of the Premises or its fitness for a particular purpose. Tenant accepts the Premises in its "as is" condition. Landlord agrees to maintain the interior and exterior of the Premises in as good condition as it is at the start of this Lease except for ordinary wear and tear. Landlord shall be responsible for the routine maintenance of the mechanical systems, including, but not limited to, heating, plumbing, air conditioning, and electrical. Landlord shall be responsible for the repair of all structural damage to or defects in the Premises, as well as for the routine repair to or defects in the mechanical systems, including their replacement as necessitated by damage or obsolescence. Tenant must pay for all repairs, replacements, and damages caused by the act or neglect of Tenant, Tenant's employees, and Tenant's visitors, but Landlord shall perform such repair/replacement work or contract for the same at Tenant's sole cost. Tenant shall be solely responsible for maintaining its property and equipment. Tenant shall remove all of Tenant's property at the end of this Lease. Any Property that is left shall become the property of Landlord and may be discarded.
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13. **Indemnification.** Tenant hereby indemnifies and holds Landlord, Landlord's elected officials, officers, directors, agents, employees, successors and assigns (collectively, "Landlord's Indemnified Parties") harmless from and against any and all Losses arising from: (i) the negligence or willful acts of Tenant or its agents, employees, or contractors occurring in the Building or the Premises; and/or(ii) the presence of hazardous materials in, on, under, or around the Building or the Premises to the extent such hazardous materials were brought upon or used by Tenant in the Building or the Premises. Notwithstanding the foregoing, Tenant shall have no liability for any Losses under this Section 13 to the extent such Losses are caused by Landlord's gross negligence or willful misconduct. In the event any action or proceeding shall be brought against Landlord's Indemnified Parties by reason of any such claim, Tenant shall defend the same at Tenant's expense by counsel reasonably approved by Landlord.
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Fax: 720-523-6008

Copy to:

County Attorney's Office
4430 S. Adams County Parkway
Brighton, CO 80601
Phone: 720-523-6116
Fax: 720-523-6114

For Tenant:

Senior Hub, Inc.
9025 Grant Street, Suite 150
Thornton, CO
80229
Attention: Stephanie Knight
Phone: 303-423-4408

18. **Quiet Enjoyment.** Tenant may use the Premises without interference, subject to the terms of this Lease, and subject to its co-tenants' use of the Premises.
19. **Jurisdiction and Venue.** The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Lease. The Parties agree that jurisdiction and venue for any disputes arising under this Lease Agreement shall be in Adams County, Colorado.
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26. **Insurance:** The Tenant agrees to maintain insurance of the following types and amounts:

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Each Occurrence	\$1,000,000
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Underwriters shall have no right of recovery or subrogation against the County, 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 resulting from the actions or negligence of the Tenant.

The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Tenant.

Licensed Insurers: All insurers of the Tenant must be licensed or approved to do business in the State of Colorado. Upon failure of the Tenant 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 Tenant in obtaining and/or maintaining any required insurance shall not relieve the Tenant from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Tenant concerning indemnification.

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.

Tenant shall be solely responsible for obtaining insurance for any of its personal property located on the Premises and for any loss or damage to its personal property.

IN WITNESS WHEREOF, the Parties hereto have caused their names to be affixed hereto.

LANDLORD:
BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Chair

Date

ATTEST:
STAN MARTIN
CLERK AND RECORDER

APPROVED AS TO FORM:

Deputy Clerk

Adams County Attorney's Office

TENANT:
SENIOR HUB, INC.

Stephanie Knight
Name:

10/31/18
Date:

Exhibit 2

Senior Hub, Inc.

The Senior Hub serves the needs of many aging adults, in Adams County through outreach and core programs. The Senior Hub will provide the following services in the community partner space at the Adams County Human Services Building:

1. Provide services to aging adults through the RSVP (Retired Seniors Volunteer Program) which matches retired volunteers with community initiatives that include an elementary school Mentor/Tutor program in 13 Adams County schools, community garden projects, Recycle events, handyman services and community yard clean-ups.
2. Provide services to aging adults through the Senior Solutions program which is a referral and resource arm of the agency that assists older adults to coordinate county mental health services, Medicaid, Leap, Medicare, equipment leasing and access to an emergency food pantry; supplying not just canned goods but produce, meat and baked goods. Group Senior Tech classes are also provided under this program and are rendered on and offsite to meet the needs of seniors in multiple settings.
3. Complete assessments of aging adult needs.
4. Partner with other nonprofits that work in the space right now.
5. Occasionally, use classrooms, conference rooms, and seating areas to host more Senior Tech classes and facilitate large group volunteer trainings for RSVP and Meals on Wheels.

Exhibit 1- Community Partner Space in Pete Mirelez Human Services Building
11860 Pecos Street, Westminster, Colorado 80234



Exhibit 2

Senior Hub, Inc.

The Senior Hub serves the needs of many aging adults, in Adams County through outreach and core programs. The Senior Hub will provide the following services in the community partner space at the Adams County Human Services Building:

1. Provide services to aging adults through the RSVP (Retired Seniors Volunteer Program) which matches retired volunteers with community initiatives that include an elementary school Mentor/Tutor program in 13 Adams County schools, community garden projects, Recycle events, handyman services and community yard clean-ups.
2. Provide services to aging adults through the Senior Solutions program which is a referral and resource arm of the agency that assists older adults to coordinate county mental health services, Medicaid, Leap, Medicare, equipment leasing and access to an emergency food pantry; supplying not just canned goods but produce, meat and baked goods. Group Senior Tech classes are also provided under this program and are rendered on and offsite to meet the needs of seniors in multiple settings.
3. Complete assessments of aging adult needs.
4. Partner with other nonprofits that work in the space right now.
5. Occasionally, use classrooms, conference rooms, and seating areas to host more Senior Tech classes and facilitate large group volunteer trainings for RSVP and Meals on Wheels.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 11, 2018
SUBJECT: APPROVING A LEASE BETWEEN ADAMS COUNTY AND DENVER INDIAN FAMILY RESOURCE CENTER FOR A PORTION OF THE PETE MIRELEZ HUMAN SERVICES CENTER
FROM: : Raymond H. Gonzales, County Manager Bryan Osler, Interim Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager Chris Kline, Human Services Department Director
AGENCY/DEPARTMENT: Human Services
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 with Denver Indian Family Resource Center to provide direct client services from the community partner space in the Pete Mirelez Human Services Center.

BACKGROUND:

The Adams County Human Services Department (HSD) has a limited office and client service delivery space in the new center to make available to non-profit, government or community-based agencies with missions and objectives consistent with those of the County's Human Services Department. The intent of providing the space within the new center will allow selected agencies to deliver direct client facing services to individuals and families with human service needs. These services should enhance or supplement, but do not replace or duplicate services being provides by the HSD such as:

- Community enrichment or poverty reduction
- Providing employment training or job acquisition
- Addressing homelessness
- Offering services that benefit senior citizens or children
- Addressing economic security or self sufficiency
- Eliminating food insecurity
- Providing culturally relevant services that meet the special needs of diverse populations
- Providing health and wellness services
- Addressing mental health
- Offering other direct services compatible with the needs of the clients of the HSD

At a study session conducted on June 19, 2018, the Adams County Board of County Commissioners approved the Human Services Department offering remaining vacant in the community partner designated area of the Pete Mirelez Human Services Building to other non-profits. The Board did not want a new solicitation. After contacting existing community partners, new partners were identified that would fill gaps in service delivery. Nine agencies sent letters of interest including: Foster Source, Senior Hub, YHC Clinic, Center for People with Disabilities, Denver Indian Family Resource Center, United for a New Economy, Early Childhood Partnership of Adams County, Joyful Journeys and Let Your Light Shine. All agencies were determined to be suitable partners.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Attorney's Office
Human Services
Community Partner already occupying space in the designated area

ATTACHED DOCUMENTS:

Resolution
Denver Indian Family Resource Center Lease for the Community Partner Space at the Pete Mirelez Human Services Building.

FISCAL IMPACT:

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

Fund: 15**Cost Center:** 100005007000

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:	5770		\$10.00
Total Revenues:			<u>\$10.00</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:

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

**RESOLUTION APPROVING A LEASE BETWEEN ADAMS COUNTY
AND DENVER INDIAN FAMILY RESOURCE CENTER FOR A PORTION OF
THE PETE MIRELEZ HUMAN SERVICES CENTER**

WHEREAS, Denver Indian Family Resource Center herein referred to as community partner, submitted an application to provide client services at the Pete Mirelez Human Services Center; and,

WHEREAS, the community partner has agreed to provide these client services with the understanding that there is no funding expected from the County for the services; and,

WHEREAS, by means of the attached lease agreement the parties wish to set forth their rights and obligations with respect to the community partner occupying a portion of the Pete Mirelez Human Services Center to provide said services.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Lease between Adams County and Denver Indian Family Resource Center for a portion of the Pete Mirelez Human Services Center be approved.

BE IT FURTHER RESOLVED, that the chair is hereby authorized to sign said Lease after approval as to form is completed by the County Attorney's Office.

ADAMS COUNTY, COLORADO
LEASE AGREEMENT FOR A PORTION OF THE PETE MIRELEZ HUMAN
SERVICES CENTER LOCATED AT 11860 PECOS STREET, WESTMINSTER,
CO 80234

THIS LEASE AGREEMENT ("Lease") is entered into this 2nd day of January 2019, by and between the Board of County Commissioners of Adams County, State of Colorado, located at 4430 S. Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as "Landlord" or "County," and Denver Indian Family Resource Center, located at, 1633 Fillmore St., Suite GL-2A Denver, Colorado 80206, hereinafter referred to as "Tenant."

WHEREAS, Landlord is a local governmental entity that provides various social services to qualifying Adams County residents, and Landlord will be opening a new building for the provision of said social services named the Pete Mirelez Human Services Center, located at 11860 Pecos Street, Westminster, CO 80234; and,

WHEREAS, Tenant is a non-profit corporation that provides various social services including those of victims of domestic violence, parolee reentry, health benefits enrollment, and substance abuse counseling; and,

WHEREAS, for the benefit and convenience of Adams County residents, Landlord wishes to lease a portion of the Pete Mirelez Human Services Center to several tenants, including Tenant, so that Tenant and other tenants may provide their services to qualifying Adams County residents without said residents needing to undertake additional travel throughout the region; and,

WHEREAS, Tenant is willing to lease a portion of the Pete Mirelez Human Services Center under the terms and conditions of this Lease in order to more conveniently provide its services to qualifying Adams County residents.

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

- 1. Premises.** Landlord agrees to lease to Tenant, and Tenant agrees to rent from Landlord, a portion of the Pete Mirelez Human Services Center known as Suite 2700 (the "Premises") located at 11860 Pecos Street, Westminster, CO 80234, and depicted on the attached Exhibit 1. Tenant will be one of a number of tenants allowed to lease the Premises and Tenant and its co-tenants shall apportion the space in the Premises as they deem appropriate, subject to the final written approval of Landlord.
- 2. Term.** This Lease shall commence on January 2, 2019 and terminate on January 2, 2020. In the event Tenant continues to occupy the Premises after January 2, 2020, such tenancy shall be month-to-month and may be terminated by either Party upon thirty days written notice. The Landlord, in its sole discretion, may

offer to extend the term of the Lease for two additional, one-year terms. **Early termination option:** Either party may terminate this Lease upon ninety-days prior written notice to the other party provided the other terms of the Lease have been adhered to. Upon such termination, neither Landlord nor Tenant shall have any further rights, estates, or liabilities under this Lease accruing after the effective date of termination, except for such obligations that expressly survive the termination of the Lease.

3. **Rent.** In consideration of this Lease, Tenant has already paid rent in the amount of \$10.00. Tenant has outlined the services it intends to provide to qualifying Adams County residents as part of the request for application and response documents, a copy of which is attached as Exhibit 2 and incorporated herein. As the primary consideration for this Lease, Tenant agrees to continue providing the services set forth in Exhibit 2 and Section 5, below. Tenant's failure to provide said services shall be considered tantamount to a failure to pay rent and a material breach of this Lease.
4. **Security Deposit.** No security deposit is being required for this Lease.
5. **Use of the Property.** It shall be a material term of this Lease that Tenant shall use the Premises only for the provision of services outlined in Exhibit 2. In the event Tenant uses the Premises for purposes inconsistent with Exhibit 2, Landlord may, at its sole discretion, terminate this Lease and evict Tenant as provided in Section 7, below.

Tenant shall not alter the Premises without the written authorization of Landlord. The Premises are part of a new building and have been finished and furnished by Landlord, including Landlord providing workstations, desks, chairs, and other customary office furniture. Tenant may undertake such minor decoration and reconfiguration of provided furniture as it deems appropriate for the provision of its services, subject to the final written approval of Landlord. At the end of this Lease, any improvements to the Premises shall become the property of Landlord.

Tenant shall not allow any encumbrance or lien to be placed against the Premises and shall indemnify Landlord for the costs, including attorney fees, associated with removing any lien or encumbrance caused by Tenant and for any other damages caused by the lien or encumbrance. The parties do not anticipate Tenant undertaking any improvements that would require governmental permits, but, in the event such need arises, Tenant shall be responsible for obtaining, at its sole cost, such permits. Tenant shall have access to the shared employee breakroom, bathrooms associated with or adjacent to the Premises, and parking for staff and clients. Tenant shall not have access to the employee fitness center or clinic/health center. Tenant's employees shall comply with all County building use policies and other county standards applicable to the Premises. Tenant shall be responsible for conducting background checks on its employees.

6. **Utilities and Miscellaneous Building Services.** Landlord shall be responsible for paying all utility costs associated with the Premises, including phone service, electricity, and heat/air conditioning. Landlord shall provide access to the internet, but Tenant and its co-tenants shall be responsible for obtaining and paying their own internet service provider. Tenant shall be responsible for providing its own computers, printers, and other IT devices. Landlord, at its cost, shall provide snow removal, maintenance, trash removal, and security services. Tenant shall be responsible for any damage caused by its employees, clients, and visitors beyond ordinary wear and tear. Tenant, and its co-tenants, shall, at their sole cost, be responsible for providing and maintaining any copier(s) they deem appropriate and for providing any office supplies, including, but not limited to, copier paper, pens/pencils, envelopes, post-it notes, and other customary office supplies. Tenant, and its co-tenants, shall share the cost of any reception desk personnel or other joint personnel said Tenant and co-tenants deem appropriate.
7. **Eviction.** Tenant may be evicted pursuant to Colorado statutes if Tenant does not comply with all of the terms of this Lease and for all other causes allowed by law. Tenant must pay all costs, including reasonable attorney fees, related to the eviction and the collection of any monies owed the Landlord, along with the cost of re-entering, cleaning, and repairing the Premises.
8. **Payments by Landlord.** If Tenant fails to comply with the terms of this Lease, Landlord may take any reasonable action to enforce Landlord's rights and remedies under this Lease and Colorado state law and charge the reasonable costs, including reasonable attorney fees, to the Tenant. Failure to pay such additional charges shall be a violation of this Lease.
9. **Care of Premises.** Tenant has examined the Premises and is satisfied with its present physical condition. Landlord makes no warranties or representations about the habitability of the Premises or its fitness for a particular purpose. Tenant accepts the Premises in its "as is" condition. Landlord agrees to maintain the interior and exterior of the Premises in as good condition as it is at the start of this Lease except for ordinary wear and tear. Landlord shall be responsible for the routine maintenance of the mechanical systems, including, but not limited to, heating, plumbing, air conditioning, and electrical. Landlord shall be responsible for the repair of all structural damage to or defects in the Premises, as well as for the routine repair to or defects in the mechanical systems, including their replacement as necessitated by damage or obsolescence. Tenant must pay for all repairs, replacements, and damages caused by the act or neglect of Tenant, Tenant's employees, and Tenant's visitors, but Landlord shall perform such repair/replacement work or contract for the same at Tenant's sole cost. Tenant shall be solely responsible for maintaining its property and equipment. Tenant shall remove all of Tenant's property at the end of this Lease. Any Property that is left shall become the property of Landlord and may be discarded.
10. **Repairs by Landlord.** Landlord has no duty to repair the Premises if the Premises is partially or completely destroyed. In the event of complete

destruction, the parties shall work in good faith to determine whether the Premises should be re-constructed, as well as the terms for any re-construction.

11. **Alterations.** Tenant shall obtain the Landlord's prior written consent to alter, improve, remodel or refurbish the Premises. Alterations, additions, and improvements become the Landlord's property upon termination of this Lease.
12. **Compliance with Laws and Hazardous Use.** Tenant must comply with laws, orders, rules, and requirements of governmental authorities, and insurance companies which have issued or are about to issue policies covering the Premises and/or its contents. Tenant will not keep anything on the Premises which is dangerous, flammable, explosive, or that might increase the danger of fire or any other hazard. There shall be no waste disposal or dumping on the Premises, including the disposal or storage of construction materials.
13. **Indemnification.** Tenant hereby indemnifies and holds Landlord, Landlord's elected officials, officers, directors, agents, employees, successors and assigns (collectively, "Landlord's Indemnified Parties") harmless from and against any and all Losses arising from: (i) the negligence or willful acts of Tenant or its agents, employees, or contractors occurring in the Building or the Premises; and/or(ii) the presence of hazardous materials in, on, under, or around the Building or the Premises to the extent such hazardous materials were brought upon or used by Tenant in the Building or the Premises. Notwithstanding the foregoing, Tenant shall have no liability for any Losses under this Section 13 to the extent such Losses are caused by Landlord's gross negligence or willful misconduct. In the event any action or proceeding shall be brought against Landlord's Indemnified Parties by reason of any such claim, Tenant shall defend the same at Tenant's expense by counsel reasonably approved by Landlord.
14. **No Waiver by Landlord.** Landlord does not give up any rights by failing to enforce any terms of this Lease.
15. **Assignment and Subleasing.** Tenant shall not assign or sublease the Premises without the prior written consent of the Landlord.
16. **Entry by Landlord.** Upon reasonable notice, Landlord may enter the Premises to inspect it or to protect Landlord's rights pursuant to this Lease. In the case of an emergency or the Tenant's absence, the Landlord may enter the Premises without Tenant's consent.
17. **Notice.** Any notices given under this Agreement 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 Agreement, any and all notices shall be addressed to the contacts listed below:

For Landlord:

Director of Facilities Operations
4430 S. Adams County Parkway
Brighton, CO 80601
Phone: 720-523-6003
Fax: 720-523-6008

Copy to:

County Attorney's Office
4430 S. Adams County Parkway
Brighton, CO 80601
Phone: 720-523-6116
Fax: 720-523-6114

For Tenant:

Attention: Lucille A. Echohawk

Denver Indian Family Resource Center
1633 Fillmore St., Suite GL-2A
Denver, Colorado 80206
Phone: 720-479-8459

18. **Quiet Enjoyment.** Tenant may use the Premises without interference, subject to the terms of this Lease, and subject to its co-tenants' use of the Premises.
19. **Jurisdiction and Venue.** The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Lease. The Parties agree that jurisdiction and venue for any disputes arising under this Lease Agreement shall be in Adams County, Colorado.
20. **Injury or Damage.** Tenant shall be solely responsible for any injury or damage caused by the act or neglect of Tenant, Tenant's employees, and Tenant's visitors. Landlord is not responsible for any injury or damage unless due to the gross negligence of Landlord.
21. **Integration of Understanding.** This Lease contains the entire understanding of the Parties hereto and the rights and obligations contained therein may be changed, modified, or waived only by an instrument in writing signed by the Parties hereto.
22. **Paragraph Headings.** Paragraph headings are inserted for the convenience of reference only.
23. **Parties Interested Herein.** Nothing expressed or implied in this Lease 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 Lease. All covenants, terms, conditions, and provisions in this Lease shall be for the sole and exclusive benefit of Tenant and Landlord.

24. **Severability.** If any provision of this Lease is determined to be unenforceable or invalid for any reason, the remainder of this Lease shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
25. **Authorization.** Each party represents and warrants that it has the power and ability to enter into this Lease, to grant the rights granted herein, and to perform the duties and obligations herein described.
26. **Insurance:** The Tenant agrees to maintain insurance of the following types and amounts:

Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.

Bodily Injury/Property Damage	\$1,000,000 (each accident)
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Workers' Compensation Insurance: Per Colorado Statutes

Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.

Each Occurrence	\$1,000,000
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This insurance requirement applies only to Tenants who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

Adams County as "Additional Insured": The Tenant's commercial general liability, comprehensive automobile liability, and professional 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:

Underwriters shall have no right of recovery or subrogation against the County, 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 resulting from the actions or negligence of the Tenant.

The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Tenant.

Licensed Insurers: All insurers of the Tenant must be licensed or approved to do business in the State of Colorado. Upon failure of the Tenant 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 Tenant in obtaining and/or maintaining any required insurance shall not relieve the Tenant from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Tenant concerning indemnification.

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.

Tenant shall be solely responsible for obtaining insurance for any of its personal property located on the Premises and for any loss or damage to its personal property.

IN WITNESS WHEREOF, the Parties hereto have caused their names to be affixed hereto.

LANDLORD:
BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Chair

Date

ATTEST:
STAN MARTIN
CLERK AND RECORDER

APPROVED AS TO FORM:

Deputy Clerk

Adams County Attorney's Office

TENANT:
DENVER INDIAN FAMILY RESOURCE CENTER.

Cecilia A. Echols
Name:

11/6/18
Date:

Exhibit 1- Community Partner Space in Pete Mirelez Human Services Building
11860 Pecos Street, Westminster, Colorado 80234

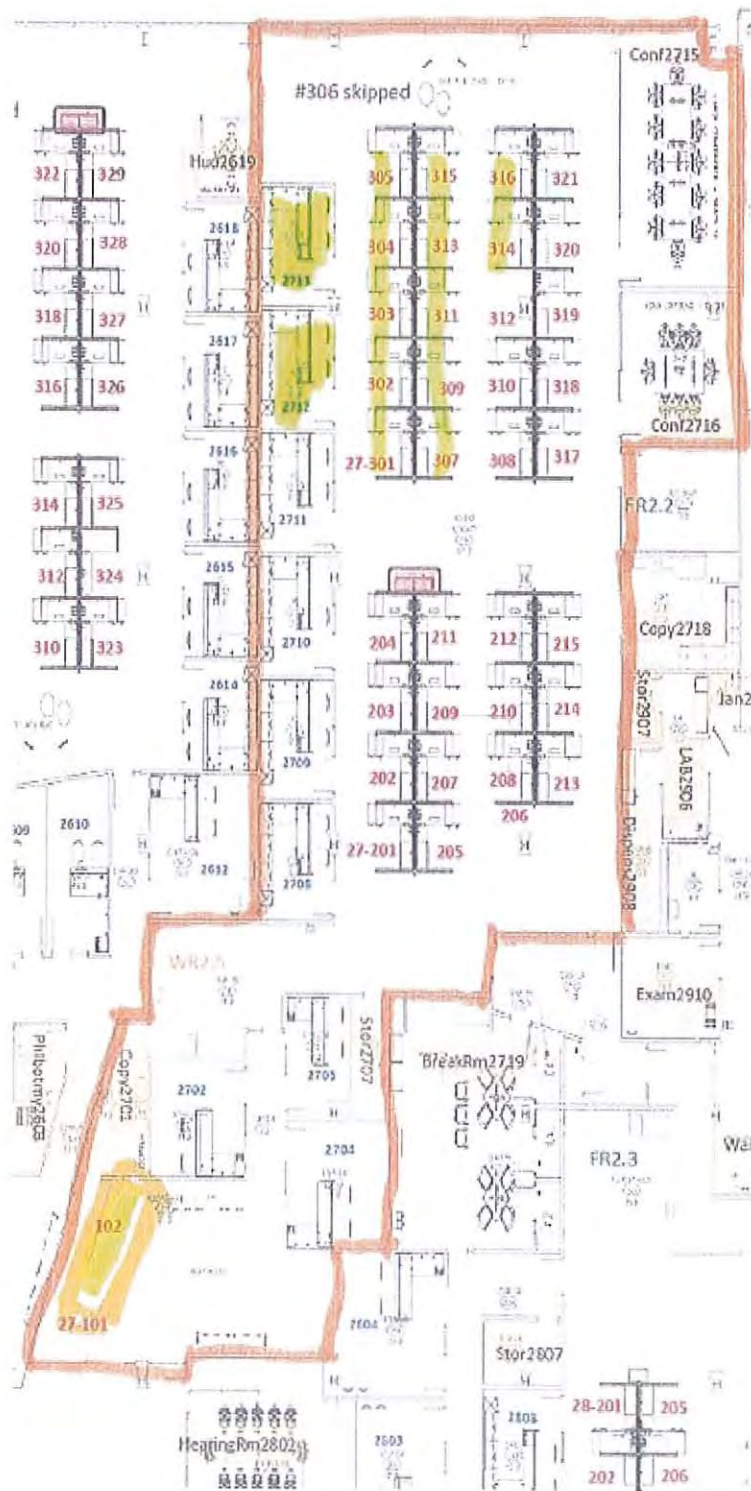


Exhibit 2

Denver Indian Family Resource Center (DIFRC)

The Denver Indian Family Resources Center (DIFRC) plans to provide the following services on a part-time basis from the Adams County Human Services Building location:

1. Provide child welfare support services.
2. Increase and enhance its outreach services in the County.
3. Collaborate with other community agencies, especially those which serve the needs of Native Americans. It would build closer ties with other agencies that already have a presence in the Human Services Building.

Exhibit 2

Denver Indian Family Resource Center (DIFRC)

The Denver Indian Family Resources Center (DIFRC) plans to provide the following services on a part-time basis from the Adams County Human Services Building location:

1. Provide child welfare support services.
2. Increase and enhance its outreach services in the County.
3. Collaborate with other community agencies, especially those which serve the needs of Native Americans. It would build closer ties with other agencies that already have a presence in the Human Services Building.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 11, 2018
SUBJECT: APPROVING A LEASE BETWEEN ADAMS COUNTY AND CENTER FOR PEOPLE WITH DISABILITIES FOR A PORTION OF THE PETE MIRELEZ HUMAN SERVICES CENTER
FROM: : Raymond H. Gonzales, County Manager Bryan Osler, Interim Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager Chris Kline, Human Services Department Director
AGENCY/DEPARTMENT: Human Services
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 with Center for People with Disabilities to provide direct client services from the community partner space in the Pete Mirelez Human Services Center.

BACKGROUND:

The Adams County Human Services Department (HSD) has a limited office and client service delivery space in the new center to make available to non-profit, government or community-based agencies with missions and objectives consistent with those of the County's Human Services Department. The intent of providing the space within the new center will allow selected agencies to deliver direct client facing services to individuals and families with human service needs. These services should enhance or supplement, but do not replace or duplicate services being provides by the HSD such as:

- Community enrichment or poverty reduction
- Providing employment training or job acquisition
- Addressing homelessness
- Offering services that benefit senior citizens or children
- Addressing economic security or self sufficiency
- Eliminating food insecurity
- Providing culturally relevant services that meet the special needs of diverse populations
- Providing health and wellness services
- Addressing mental health
- Offering other direct services compatible with the needs of the clients of the HSD

At a study session conducted on June 19, 2018, the Adams County Board of County Commissioners approved the Human Services Department offering remaining vacant in the community partner designated area of the Pete Mirelez Human Services Building to other non-profits. The Board did not want a new solicitation. After contacting existing community partners, new partners were identified that would fill gaps in service delivery. Nine agencies sent letters of interest including: Foster Source, Senior Hub, YHC Clinic, Center for People with Disabilities, Denver Indian Family Resource Center, United for a New Economy, Early Childhood Partnership of Adams County, Joyful Journeys and Let Your Light Shine. All agencies were determined to be suitable partners.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Attorney's Office
Human Services
Community Partner already occupying space in the designated area

ATTACHED DOCUMENTS:

Resolution
Center for People with Disabilities Lease for the Community Partner Space at the Pete Mirelez Human Services Building.

FISCAL IMPACT:

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

Fund: 15**Cost Center:** 100005007000

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:	5770		\$10.00
Total Revenues:			<u>\$10.00</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:

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

**RESOLUTION APPROVING A LEASE BETWEEN ADAMS COUNTY
AND CENTER FOR PEOPLE WITH DISABILITIES FOR A PORTION OF
THE PETE MIRELEZ HUMAN SERVICES CENTER**

WHEREAS, Center for People with Disabilities herein referred to as community partner, submitted an application to provide client services at the Pete Mirelez Human Services Center; and,

WHEREAS, the community partner has agreed to provide these client services with the understanding that there is no funding expected from the County for the services; and,

WHEREAS, by means of the attached lease agreement the parties wish to set forth their rights and obligations with respect to the community partner occupying a portion of the Pete Mirelez Human Services Center to provide said services.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Lease between Adams County and Center for People with Disabilities for a portion of the Pete Mirelez Human Services Center be approved.

BE IT FURTHER RESOLVED, that the chair is hereby authorized to sign said Lease after approval as to form is completed by the County Attorney's Office.

ADAMS COUNTY, COLORADO
LEASE AGREEMENT FOR A PORTION OF THE PETE MIRELEZ HUMAN
SERVICES CENTER LOCATED AT 11860 PECOS STREET, WESTMINSTER,
CO 80234

THIS LEASE AGREEMENT ("Lease") is entered into this 2nd day of January 2, 2019, by and between the Board of County Commissioners of Adams County, State of Colorado, located at 4430 S. Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as "Landlord" or "County," and Center for People with Disabilities, located at, 1675 Range Street, Boulder, Colorado 80301, hereinafter referred to as "Tenant."

WHEREAS, Landlord is a local governmental entity that provides various social services to qualifying Adams County residents, and Landlord will be opening a new building for the provision of said social services named the Pete Mirelez Human Services Center, located at 11860 Pecos Street, Westminster, CO 80234; and,

WHEREAS, Tenant is a non-profit corporation that provides various social services including those of victims of domestic violence, parolee reentry, health benefits enrollment, and substance abuse counseling; and,

WHEREAS, for the benefit and convenience of Adams County residents, Landlord wishes to lease a portion of the Pete Mirelez Human Services Center to to several tenants, including Tenant, so that Tenant and other tenants may provide their services to qualifying Adams County residents without said residents needing to undertake additional travel throughout the region; and,

WHEREAS, Tenant is willing to lease a portion of the Pete Mirelez Human Services Center under the terms and conditions of this Lease in order to more conveniently provide its services to qualifying Adams County residents.

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

1. **Premises.** Landlord agrees to lease to Tenant, and Tenant agrees to rent from Landlord, a portion of the Pete Mirelez Human Services Center known as Suite 2700 (the "Premises") located at 11860 Pecos Street, Westminster, CO 80234, and depicted on the attached Exhibit 1. Tenant will be one of a number of tenants allowed to lease the Premises and Tenant and its co-tenants shall apportion the space in the Premises as they deem appropriate, subject to the final written approval of Landlord.
2. **Term.** This Lease shall commence on January 2, 2019 and terminate on January 2, 2020. In the event Tenant continues to occupy the Premises after January 2, 2020, such tenancy shall be month-to-month and may be terminated by either Party upon thirty days written notice. The Landlord, in its sole discretion, may offer to extend the term of the Lease for two additional, one-year terms. **Early**

termination option: Either party may terminate this Lease upon ninety-days prior written notice to the other party provided the other terms of the Lease have been adhered to. Upon such termination, neither Landlord nor Tenant shall have any further rights, estates, or liabilities under this Lease accruing after the effective date of termination, except for such obligations that expressly survive the termination of the Lease.

3. **Rent.** In consideration of this Lease, Tenant has already paid rent in the amount of \$10.00. Tenant has outlined the services it intends to provide to qualifying Adams County residents as part of the request for application and response documents, a copy of which is attached as Exhibit 2 and incorporated herein. As the primary consideration for this Lease, Tenant agrees to continue providing the services set forth in Exhibit 2 and Section 5, below. Tenant's failure to provide said services shall be considered tantamount to a failure to pay rent and a material breach of this Lease.
4. **Security Deposit.** No security deposit is being required for this Lease.
5. **Use of the Property.** It shall be a material term of this Lease that Tenant shall use the Premises only for the provision of services outlined in Exhibit 2. In the event Tenant uses the Premises for purposes inconsistent with Exhibit 2, Landlord may, at its sole discretion, terminate this Lease and evict Tenant as provided in Section 7, below.

Tenant shall not alter the Premises without the written authorization of Landlord. The Premises are part of a new building and have been finished and furnished by Landlord, including Landlord providing workstations, desks, chairs, and other customary office furniture. Tenant may undertake such minor decoration and reconfiguration of provided furniture as it deems appropriate for the provision of its services, subject to the final written approval of Landlord. At the end of this Lease, any improvements to the Premises shall become the property of Landlord.

Tenant shall not allow any encumbrance or lien to be placed against the Premises and shall indemnify Landlord for the costs, including attorney fees, associated with removing any lien or encumbrance caused by Tenant and for any other damages caused by the lien or encumbrance. The parties do not anticipate Tenant undertaking any improvements that would require governmental permits, but, in the event such need arises, Tenant shall be responsible for obtaining, at its sole cost, such permits. Tenant shall have access to the shared employee breakroom, bathrooms associated with or adjacent to the Premises, and parking for staff and clients. Tenant shall not have access to the employee fitness center or clinic/health center. Tenant's employees shall comply with all County building use policies and other county standards applicable to the Premises. Tenant shall be responsible for conducting background checks on its employees.

6. **Utilities and Miscellaneous Building Services.** Landlord shall be responsible for paying all utility costs associated with the Premises, including phone service,

electricity, and heat/air conditioning. Landlord shall provide access to the internet, but Tenant and its co-tenants shall be responsible for obtaining and paying their own internet service provider. Tenant shall be responsible for providing its own computers, printers, and other IT devices. Landlord, at its cost, shall provide snow removal, maintenance, trash removal, and security services. Tenant shall be responsible for any damage caused by its employees, clients, and visitors beyond ordinary wear and tear. Tenant, and its co-tenants, shall, at their sole cost, be responsible for providing and maintaining any copier(s) they deem appropriate and for providing any office supplies, including, but not limited to, copier paper, pens/pencils, envelopes, post-it notes, and other customary office supplies. Tenant, and its co-tenants, shall share the cost of any reception desk personnel or other joint personnel said Tenant and co-tenants deem appropriate.

7. **Eviction.** Tenant may be evicted pursuant to Colorado statutes if Tenant does not comply with all of the terms of this Lease and for all other causes allowed by law. Tenant must pay all costs, including reasonable attorney fees, related to the eviction and the collection of any monies owed the Landlord, along with the cost of re-entering, cleaning, and repairing the Premises.
8. **Payments by Landlord.** If Tenant fails to comply with the terms of this Lease, Landlord may take any reasonable action to enforce Landlord's rights and remedies under this Lease and Colorado state law and charge the reasonable costs, including reasonable attorney fees, to the Tenant. Failure to pay such additional charges shall be a violation of this Lease.
9. **Care of Premises.** Tenant has examined the Premises and is satisfied with its present physical condition. Landlord makes no warranties or representations about the habitability of the Premises or its fitness for a particular purpose. Tenant accepts the Premises in its "as is" condition. Landlord agrees to maintain the interior and exterior of the Premises in as good condition as it is at the start of this Lease except for ordinary wear and tear. Landlord shall be responsible for the routine maintenance of the mechanical systems, including, but not limited to, heating, plumbing, air conditioning, and electrical. Landlord shall be responsible for the repair of all structural damage to or defects in the Premises, as well as for the routine repair to or defects in the mechanical systems, including their replacement as necessitated by damage or obsolescence. Tenant must pay for all repairs, replacements, and damages caused by the act or neglect of Tenant, Tenant's employees, and Tenant's visitors, but Landlord shall perform such repair/replacement work or contract for the same at Tenant's sole cost. Tenant shall be solely responsible for maintaining its property and equipment. Tenant shall remove all of Tenant's property at the end of this Lease. Any Property that is left shall become the property of Landlord and may be discarded.
10. **Repairs by Landlord.** Landlord has no duty to repair the Premises if the Premises is partially or completely destroyed. In the event of complete destruction, the parties shall work in good faith to determine whether the Premises should be re-constructed, as well as the terms for any re-construction.

11. **Alterations.** Tenant shall obtain the Landlord's prior written consent to alter, improve, remodel or refurbish the Premises. Alterations, additions, and improvements become the Landlord's property upon termination of this Lease.
12. **Compliance with Laws and Hazardous Use.** Tenant must comply with laws, orders, rules, and requirements of governmental authorities, and insurance companies which have issued or are about to issue policies covering the Premises and/or its contents. Tenant will not keep anything on the Premises which is dangerous, flammable, explosive, or that might increase the danger of fire or any other hazard. There shall be no waste disposal or dumping on the Premises, including the disposal or storage of construction materials.
13. **Indemnification.** Tenant hereby indemnifies and holds Landlord, Landlord's elected officials, officers, directors, agents, employees, successors and assigns (collectively, "Landlord's Indemnified Parties") harmless from and against any and all Losses arising from: (i) the negligence or willful acts of Tenant or its agents, employees, or contractors occurring in the Building or the Premises; and/or(ii) the presence of hazardous materials in, on, under, or around the Building or the Premises to the extent such hazardous materials were brought upon or used by Tenant in the Building or the Premises. Notwithstanding the foregoing, Tenant shall have no liability for any Losses under this Section 13 to the extent such Losses are caused by Landlord's gross negligence or willful misconduct. In the event any action or proceeding shall be brought against Landlord's Indemnified Parties by reason of any such claim, Tenant shall defend the same at Tenant's expense by counsel reasonably approved by Landlord.
14. **No Waiver by Landlord.** Landlord does not give up any rights by failing to enforce any terms of this Lease.
15. **Assignment and Subleasing.** Tenant shall not assign or sublease the Premises without the prior written consent of the Landlord.
16. **Entry by Landlord.** Upon reasonable notice, Landlord may enter the Premises to inspect it or to protect Landlord's rights pursuant to this Lease. In the case of an emergency or the Tenant's absence, the Landlord may enter the Premises without Tenant's consent.
17. **Notice.** Any notices given under this Agreement 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 Agreement, any and all notices shall be addressed to the contacts listed below:

For Landlord:

Director of Facilities Operations
4430 S. Adams County Parkway
Brighton, CO 80601
Phone: 720-523-6003
Fax: 720-523-6008

Copy to:

County Attorney's Office
4430 S. Adams County Parkway
Brighton, CO 80601
Phone: 720-523-6116
Fax: 720-523-6114

For Tenant:

Attention: Maria Stepanyan
Center for People with Disabilities
1675 Range Street
Boulder, Colorado 80301
Phone: 303-442-8662

18. **Quiet Enjoyment.** Tenant may use the Premises without interference, subject to the terms of this Lease, and subject to its co-tenants' use of the Premises.
19. **Jurisdiction and Venue.** The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Lease. The Parties agree that jurisdiction and venue for any disputes arising under this Lease Agreement shall be in Adams County, Colorado.
20. **Injury or Damage.** Tenant shall be solely responsible for any injury or damage caused by the act or neglect of Tenant, Tenant's employees, and Tenant's visitors. Landlord is not responsible for any injury or damage unless due to the gross negligence of Landlord.
21. **Integration of Understanding.** This Lease contains the entire understanding of the Parties hereto and the rights and obligations contained therein may be changed, modified, or waived only by an instrument in writing signed by the Parties hereto.
22. **Paragraph Headings.** Paragraph headings are inserted for the convenience of reference only.
23. **Parties Interested Herein.** Nothing expressed or implied in this Lease 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 Lease. All covenants, terms, conditions, and provisions in this Lease shall be for the sole and exclusive benefit of Tenant and Landlord.
24. **Severability.** If any provision of this Lease is determined to be unenforceable or invalid for any reason, the remainder of this Lease shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

25. **Authorization.** Each party represents and warrants that it has the power and ability to enter into this Lease, to grant the rights granted herein, and to perform the duties and obligations herein described.
26. **Insurance:** The Tenant agrees to maintain insurance of the following types and amounts:

Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.

Bodily Injury/Property Damage	\$1,000,000 (each accident)
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Workers' Compensation Insurance: Per Colorado Statutes

Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.

Each Occurrence	\$1,000,000
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This insurance requirement applies only to Tenants who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

Adams County as "Additional Insured": The Tenant's commercial general liability, comprehensive automobile liability, and professional 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:

Underwriters shall have no right of recovery or subrogation against the County, 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 resulting from the actions or negligence of the Tenant.

The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Tenant.

Licensed Insurers: All insurers of the Tenant must be licensed or approved to do business in the State of Colorado. Upon failure of the Tenant 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 Tenant in obtaining and/or maintaining any required insurance shall not relieve the Tenant from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Tenant concerning indemnification.

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.

Tenant shall be solely responsible for obtaining insurance for any of its personal property located on the Premises and for any loss or damage to its personal property.

IN WITNESS WHEREOF, the Parties hereto have caused their names to be affixed hereto.

LANDLORD:
BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Chair

Date

ATTEST:
STAN MARTIN
CLERK AND RECORDER

APPROVED AS TO FORM:

Deputy Clerk

Adams County Attorney's Office

TENANT:
CENTER FOR PEOPLE WITH DISABILITIES

Name:

Date:



10-31-18

Exhibit 1- Community Partner Space in Pete Mirelez Human Services Building
11860 Pecos Street, Westminster, Colorado 80234

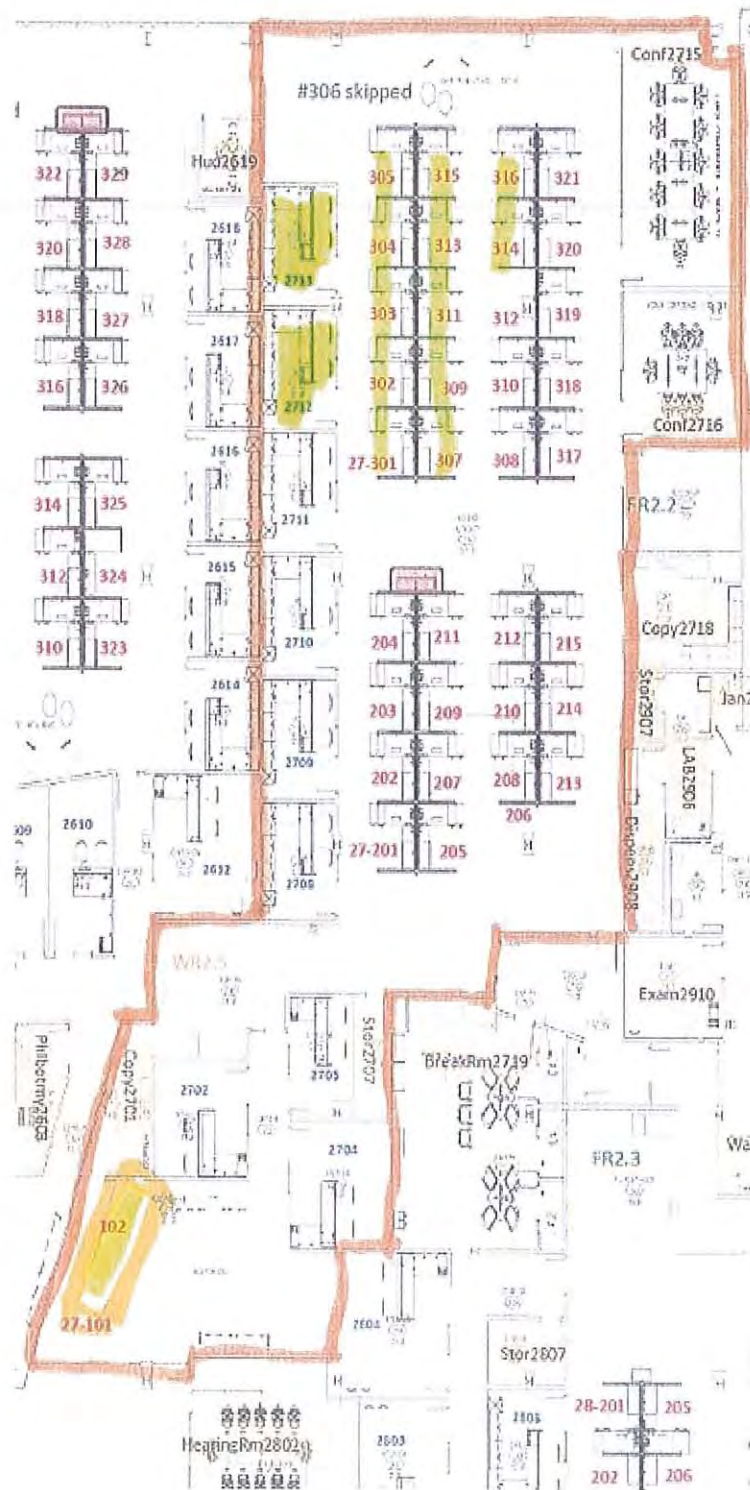


Exhibit 2

Center for People with Disabilities

The Center for People with Disabilities will offer on a part-time basis the following services from the Adams County Human Services Building:

1. Provide comprehensive supportive services to individuals with disabilities who have independent living goals.
2. Assist people with disabilities overcome barriers to employment, housing, transportation, and independent living.
3. Provide application assistance for Supplemental Security Income to human services clients.
4. Collaboration with other county partner agencies on serving people.

Exhibit 1- Community Partner Space in Pete Mirelez Human Services Building
11860 Pecos Street, Westminster, Colorado 80234



Exhibit 2

Center for People with Disabilities

The Center for People with Disabilities will offer on a part-time basis the following services from the Adams County Human Services Building:

1. Provide comprehensive supportive services to individuals with disabilities who have independent living goals.
2. Assist people with disabilities overcome barriers to employment, housing, transportation, and independent living.
3. Provide application assistance for Supplemental Security Income to human services clients.
4. Collaboration with other county partner agencies on serving people.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 11, 2018
SUBJECT: 2019 Budget Proposed for Adoption
FROM: Nancy Duncan, Budget Director
AGENCY/DEPARTMENT: Budget Department
HEARD AT STUDY SESSION ON: September 21, 2018, October 23, 2018; October 30, 2018, & November 13, 2018
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners considers the 2019 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 2019 annual budget development process, the 2019 Proposed Budget was proposed during Public Hearing on October 9, 2018. A Budget Retreat was held on September 21 and Study Sessions have been conducted to review and discuss the 2018 Budget. A Public Hearing regarding the proposed budget will be held on December 4, 2018 for a first reading. This will allow for public review of the 2019 Proposed Budget prior to final adoption of the budget scheduled on December 11, 2018.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Manager's Office and Budget 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:

The fiscal impact is summarized in the 2019 budget resolutions.

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 2019 AND ENDING ON THE LAST DAY OF DECEMBER 2019

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 9, 2018, 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, a public hearing was held on December 4, 2018, 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 2019 and, hereby incorporated into and made part of this resolution.

EXHIBIT "A"

2019 Annual Budget for the Calendar Year Beginning on the First Day of
January 2019 and Ending on the Last Day of December 2019

Section 1. Adopted Expenditures and Transfers-Out for Each Fund:

General Fund	\$216,533,350
Capital Facilities Fund	33,481,800
Golf Course Fund	2,658,409
Fleet Management Fund	10,415,613
Stormwater Utility Fund	5,208,833
Road & Bridge Fund	54,353,019
Social Services Fund	115,047,622
Retirement Fund	2,000,000
Insurance Fund	24,853,077
Developmentally Disabled Fund	1,537,632
Conservation Trust Fund	800,293
Waste Management Fund	376,255
Open Space Projects Fund	5,090,800
Open Space Sales Tax Fund	21,329,131
DIA Noise Mitigation & Coordinating Fund	45,000
Community Development Block Grant Fund	7,205,413
Head Start Fund	4,598,122
Community Services Block Grant Fund	501,467
Workforce & Business Center Fund	6,578,738
Front Range Airport Fund	4,691,530
FlatRock Facility Fund	470,400
TOTAL ADOPTED EXPENDITURES	\$517,776,504

Section 2. Adopted Revenues and Transfers In For Each Fund:

GENERAL FUND

From Unappropriated Fund Balance	\$ 17,752,285
From Sources other than General Property Tax	51,697,460
From General Property Tax Levy	147,002,739
Transfers In	<u>80,866</u>
TOTAL GENERAL FUND	\$ 216,533,350

CAPITAL FACILITIES FUND

From Unappropriated Fund Balance	\$ 6,070,772
From Sources other than General Property Tax	26,341,028
From General Property Tax Levy	-
Transfers In	<u>1,070,000</u>
TOTAL CAPITAL FACILITIES FUND	\$ 33,481,800

GOLF COURSE FUND

From Unappropriated Fund Balance	\$ -
From Sources other than General Property Tax	2,658,409
From General Property Tax Levy	-
Transfers In	<u>-</u>
TOTAL GOLF COURSE FUND	\$ 2,658,409

FLEET MANAGEMENT FUND

From Unappropriated Fund Balance	\$ 1,780,001
From Sources other than General Property Tax	8,398,612
From General Property Tax Levy	-
Transfers In	<u>237,000</u>
TOTAL FLEET MANAGEMENT FUND	\$ 10,415,613

STORMWATER UTILITY FUND

From Unappropriated Fund Balance	\$ 2,986,833
From Sources other than General Property Tax	2,222,000
From General Property Tax Levy	-
Transfers In	<u>-</u>
TOTAL STORMWATER UTILITY FUND	\$ 5,208,833

ROAD & BRIDGE FUND

From Unappropriated Fund Balance	\$ 5,531,766
From Sources other than General Property Tax	40,380,283
From General Property Tax Levy	8,440,970
Transfers In	<u>-</u>
TOTAL ROAD & BRIDGE FUND	\$ 54,353,019

SOCIAL SERVICES FUND

From Unappropriated Fund Balance	\$	-
From Sources other than General Property Tax		99,769,466
From General Property Tax Levy		15,278,156
Transfers In		-
TOTAL SOCIAL SERVICES FUND	\$	115,047,622

RETIREMENT FUND:

From Unappropriated Fund Balance	\$	-
From Sources other than General Property Tax		-
From General Property Tax Levy		2,000,000
Transfers In		-
TOTAL RETIREMENT FUND	\$	2,000,000

INSURANCE FUND:

From Unappropriated Fund Balance	\$	-
From Sources other than General Property Tax		24,853,077
From General Property Tax Levy		-
Transfers In		-
TOTAL INSURANCE FUND	\$	24,853,077

DEVELOPMENTALLY DISABLED FUND

From Unappropriated Fund Balance	\$	-
From Sources other than General Property Tax		-
From General Property Tax Levy		1,537,632
Transfers In		-
TOTAL DEVELOPMENTALLY DISABLED FUND	\$	1,537,632

CONSERVATION TRUST FUND

From Unappropriated Fund Balance	\$	81,786
From Sources other than General Property Tax		718,507
From General Property Tax Levy		-
Transfers In		-
TOTAL CONSERVATION TRUST FUND	\$	800,293

WASTE MANAGEMENT FUND

From Unappropriated Fund Balance	\$	-
From Sources other than General Property Tax		376,255
From General Property Tax Levy		-
Transfers In		-
TOTAL WASTE MANAGEMENT FUND	\$	376,255

OPEN SPACE PROJECTS FUND

From Unappropriated Fund Balance	\$	-
From Sources other than General Property Tax		-
From General Property Tax Levy		-
Transfers In		5,090,800
TOTAL OPEN SPACE PROJECTS FUND	\$	5,090,800

OPEN SPACE SALES TAX FUND

From Unappropriated Fund Balance	\$	3,806,753
From Sources other than General Property Tax		17,522,378
From General Property Tax Levy		-
Transfers In		-
TOTAL OPEN SPACE SALES TAX FUND	\$	21,329,131

DIA NOISE MITIGATION & COORDINATING FUND

From Unappropriated Fund Balance	\$	30,715
From Sources other than General Property Tax		14,285
From General Property Tax Levy		-
Transfers In		-
TOTAL DIA NOISE MITIGATION & COORDINATING FUND:	\$	45,000

COMMUNITY DEVELOPMENT BLOCK GRANT FUND

From Unappropriated Fund Balance	\$	404,755
From Sources other than General Property Tax		6,800,658
From General Property Tax Levy		-
Transfers In		-
TOTAL COMMUNITY DEVELOPMENT BLOCK GRANT FUND	\$	7,205,413

HEAD START FUND

From Unappropriated Fund Balance	\$	-
From Sources other than General Property Tax		4,548,122
From General Property Tax Levy		-
Transfers In		50,000
TOTAL HEAD START FUND	\$	4,598,122

COMMUNITY SERVICES BLOCK GRANT FUND

From Unappropriated Fund Balance	\$	1,467
From Sources other than General Property Tax		500,000
From General Property Tax Levy		-
Transfers In		-
TOTAL COMMUNITY SERVICES BLOCK GRANT FUND	\$	501,467

WORKFORCE & BUSINESS CENTER FUND

From Unappropriated Fund Balance	\$	-
From Sources other than General Property Tax		6,578,738
From General Property Tax Levy		-
Transfers In		-
TOTAL WORKFORCE & BUSINESS CENTER FUND	\$	6,578,738

FRONT RANGE AIRPORT FUND

From Unappropriated Fund Balance	\$	1,502,242
From Sources other than General Property Tax		2,789,288
From General Property Tax Levy		-
Transfers In		400,000
TOTAL FRONT RANGE AIRPORT FUND	\$	4,691,530

FLATROCK FACILITY FUND

From Unappropriated Fund Balance	\$	-
From Sources other than General Property Tax		470,400
From General Property Tax Levy		-
Transfers In		-
TOTAL FLATROCK FACILITY FUND	\$	470,400



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 11, 2018
SUBJECT: 2019 Budget Proposed for Adoption
FROM: Nancy Duncan, Budget Director
AGENCY/DEPARTMENT: Budget Department
HEARD AT STUDY SESSION ON: September 21, 2018, October 23, 2018; October 30, 2018, & November 13, 2018
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners considers the 2019 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 2019 annual budget development process, the 2019 Proposed Budget was proposed during Public Hearing on October 9, 2018. A Budget Retreat was held on September 21 and Study Sessions have been conducted to review and discuss the 2018 Budget. A Public Hearing regarding the proposed budget will be held on December 4, 2018 for a first reading. This will allow for public review of the 2019 Proposed Budget prior to final adoption of the budget scheduled on December 11, 2018.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Manager's Office and Budget 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:

The fiscal impact is summarized in the 2019 budget resolutions.

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 2019 AND ENDING ON THE LAST DAY OF DECEMBER 2019

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 11th day of December, 2018; 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"
2019 Annual Budget for the Calendar Year Beginning on the First Day of
January 2019 and Ending on the Last Day of December 2019

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	\$ 199,928,033
Capital Outlay	14,848,317
Transfers Out	<u>1,757,000</u>
TOTAL GENERAL FUND	\$ 216,533,350
CAPITAL FACILITIES FUND:	
Current Operating Expenses	\$ 15,231,800
Capital Outlay	18,250,000
Transfers Out	<u>-</u>
TOTAL CAPITAL FACILITIES FUND	\$ 33,481,800
GOLF COURSE FUND:	
Current Operating Expenses	\$ 2,516,409
Capital Outlay	142,000
Transfers Out	<u>-</u>
TOTAL GOLF COURSE FUND	\$ 2,658,409
FLEET MANAGEMENT FUND:	
Current Operating Expenses	\$ 4,831,747
Capital Outlay	5,503,000
Transfers Out	<u>80,866</u>
TOTAL FLEET MANAGEMENT FUND	\$ 10,415,613
STORMWATER UTILITY FUND	
Current Operating Expenses	\$ 708,833
Capital Outlay	4,500,000
Transfers Out	<u>-</u>
TOTAL STORMWATER UTILITY FUND	\$ 5,208,833

ROAD & BRIDGE FUND:	
Current Operating Expenses	\$ 43,853,019
Capital Outlay	10,500,000
Transfers Out	-
TOTAL ROAD & BRIDGE FUND	<u>\$ 54,353,019</u>
SOCIAL SERVICES FUND:	
Current Operating Expenses	\$ 115,047,622
Capital Outlay	-
Transfers Out	-
TOTAL SOCIAL SERVICES FUND	<u>\$ 115,047,622</u>
RETIREMENT FUND:	
Current Operating Expenses	\$ 2,000,000
Capital Outlay	-
Transfers Out	-
TOTAL RETIRMENT FUND	<u>\$ 2,000,000</u>
INSURANCE FUND:	
Current Operating Expenses	\$ 24,853,077
Capital Outlay	-
Transfers Out	-
TOTAL INSURANCE FUND	<u>\$ 24,853,077</u>
DEVELOPMENTALLY DISABLED FUND:	
Current Operating Expenses	\$ 1,537,632
Capital Outlay	-
Transfers Out	-
TOTAL DEVELOPMENTALLY DISABLED FUND	<u>\$ 1,537,632</u>
CONSERVATION TRUST FUND:	
Current Operating Expenses	\$ 612,793
Capital Outlay	187,500
Transfers Out	-
TOTAL CONSERVATION TRUST FUND	<u>\$ 800,293</u>
WASTE MANAGEMENT FUND:	
Current Operating Expenses	\$ 376,255
Capital Outlay	-
Transfers Out	-
TOTAL WASTE MANAGEMENT FUND	<u>\$ 376,255</u>

OPEN SPACE PROJECTS FUND	
Current Operating Expenses	\$ 415,800
Capital Outlay	4,675,000
Transfers Out	-
TOTAL OPEN SPACE PROJECTS FUND	<u>\$ 5,090,800</u>
OPEN SPACE SALES TAX FUND:	
Current Operating Expenses	\$ 16,104,131
Capital Outlay	-
Transfers Out	5,225,000
TOTAL OPEN SPACE SALES TAX FUND	<u>\$ 21,329,131</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	\$ 7,205,413
Capital Outlay	-
Transfers Out	-
TOTAL COMMUNITY DEVELOPMENT BLOCK GRANT FUND	<u>\$ 7,205,413</u>
HEAD START FUND:	
Current Operating Expenses	\$ 4,598,122
Capital Outlay	-
Transfers Out	-
TOTAL HEAD START FUND	<u>\$ 4,598,122</u>
COMMUNITY SERVICES BLOCK GRANT FUND:	
Current Operating Expenses	\$ 501,467
Capital Outlay	-
Transfers Out	-
TOTAL COMMUNITY SERVICES BLOCK GRANT FUND	<u>\$ 501,467</u>
WORKFORCE & BUSINESS CENTER FUND	
Current Operating Expenses	\$ 6,578,738
Capital Outlay	-
Transfers Out	-
TOTAL WORKFORCE & BUSINESS CENTER FUND	<u>\$ 6,578,738</u>

FRONT RANGE AIRPORT FUND

Current Operating Expenses	\$ 4,241,530
Capital Outlay	450,000
Transfers Out	-
TOTAL FRONT RANGE AIRPORT FUND	<u>\$ 4,691,530</u>

FLATROCK FACILITY FUND

Current Operating Expenses	\$ 470,400
Capital Outlay	-
Transfers Out	-
TOTAL FLATROCK FACILITY FUND	<u>\$ 470,400</u>



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 11, 2018
SUBJECT: 2019 Budget Proposed for Adoption
FROM: Nancy Duncan, Budget Director
AGENCY/DEPARTMENT: Budget Department
HEARD AT STUDY SESSION ON: September 21, 2018, October 23, 2018; October 30, 2018, & November 13, 2018
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners considers the 2019 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 2019 annual budget development process, the 2019 Proposed Budget was proposed during Public Hearing on October 9, 2018. A Budget Retreat was held on September 21 and Study Sessions have been conducted to review and discuss the 2018 Budget. A Public Hearing regarding the proposed budget will be held on December 4, 2018 for a first reading. This will allow for public review of the 2019 Proposed Budget prior to final adoption of the budget scheduled on December 11, 2018.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Manager's Office and Budget 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:

The fiscal impact is summarized in the 2019 budget resolutions.

RESOLUTION APPROVING ADAMS COUNTY 2019 FEE SCHEDULE FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2019 AND ENDING ON THE LAST DAY OF DECEMBER 2019

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 2019 Fee Schedule as defined in the attached Exhibit "A" is hereby approved.

EXHIBIT "A"

Section 1. Building 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

⁴ 108.5.1 Plan review fee. When documents are required by Section 106.1, a plan review fee shall be charged on all

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

Waymire Events Complex			Private	
<u>Peak Season (April-October)</u>		Kitchen	Attendees	Deposit
Monday-Thursday	\$1,600.00	\$255.00	1-300	\$300.00
Friday	\$2,400.00	\$400.00	301-600	\$500.00
Saturday Full Day	\$2,850.00	\$500.00	601-1000	\$700.00
Sunday Full Day	\$2,000.00	\$340.00		
			Public	
<u>Off-Peak Season (November-March)</u>			Attendees	Deposit
Monday-Thursday	\$1,280.00	\$200.00	0-500	\$500.00
Friday	\$2,250.00	\$350.00	501-1000	\$750.00
Saturday Full Day	\$2,500.00	\$400.00	1001-2500	\$1,000.00
Sunday Full Day	\$1,800.00	\$300.00	2501+	\$1,500.00
<u>Meeting Room Facilities</u> (When Dome is not in use)				
Full Meeting Room	\$300.00	Per Section	\$100.00	
Exhibit Hall (south end only)	\$1,315.00	Per Add'l Hr	\$20.00	
North End of Exhibit Hall - 6 hours	\$135.00			
Al Lesser	\$565.00			
Red Cross (non-profit)	\$25.00			

Picnics

Deposits: ACRP & Rotella			Rental Fees:				
Attendees	Private	Non-Res/Comm	Attendees	ACRP Private	ACRP Non-Res/Comm	Rotella Resident	Rotella Non-Res/Comm
1-099	\$75.00	\$100.00	1-200	\$100.00	\$150.00	\$50.00	\$75.00
100-199	\$100.00	\$150.00	201-400	\$200.00	\$300.00		
200-499	\$200.00	\$350.00	401-600	\$300.00	\$450.00	50 ppl per shelter	
500-999	\$350.00	\$500.00	601-800	\$400.00	\$600.00		
1500+	\$700.00	\$850.00	800-1000	\$500.00	\$750.00		

ADULT NON-PROFIT RENTAL RATES*

	Mo-Th	Fr-Su
Waymire Events Complex	\$540.00	\$770.00
Kitchen	\$170.00	\$205.00
Meeting Room Facility		
Entire Facility	\$150.00	\$170.00
Per Section	\$50.00	\$56.00
Exhibit Hall	\$385.00	\$740.00
Al Lesser	\$145.00	\$230.00
Indoor Arena	\$230.00	\$480.00
Arena Grandstands	\$200.00	\$330.00
Sale Barn	\$200.00	\$300.00
4H Arena	\$175.00	\$175.00

YOUTH NON-PROFIT RENTAL RATES*

	Mo-Th	Fr-Su
Waymire Events Complex	\$240.00	\$620.00
Kitchen	\$95.00	\$160.00
Meeting Room Facility		
Entire Facility	\$150.00	\$170.00
Per Section	\$50.00	\$56.00
Exhibit Hall	\$230.00	\$615.00
At Lesser	\$100.00	\$195.00
Indoor Arena	\$170.00	\$440.00
Arena Grandstands	\$105.00	\$190.00
Sale Barn	\$115.00	\$180.00
4H Arena	\$100.00	\$100.00

*To qualify for a non-profit rate, the organization must be registered with the Secretary of State's Office as a non-profit organization

MEETING/SEMINAR HALF DAY RENTAL RATES

	Mo-Th Only
Exhibit Hall	\$650.00
At Lesser	\$280.00

OTHER FACILITIES AND RATES

	Mo-Th Only
Arena Grandstands Daytime Fee	\$775.00
Arena Grandstands Nighttime Fee	\$910.00
Hourly Rate	\$120.00
4H Horse Arena	\$250.00 w/ \$100 refundable deposit
Sale Barn	\$565.00
North Parking Lot	\$825.00
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)	\$10.00
Overnight vehicle permit (with Event)	\$5.00
Unpaved South Parking Lot (Office Bldg)	\$350.00
Parking Lot South of Sale Barn	\$150.00
Additional Chairs (based on availability from other bldgs)	\$0.50
Conference Room	\$100.00
Labor per man hour	\$50.00
Facility Admission Surcharge	Call for pricing

EQUIPMENT (hourly rate)

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	
90+ days	1/2 deposit & all rental fees
89-60 days	1/2 deposit & 1/2 rental fees
<59 days	1/2 deposit & no fees

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			\$31.00
Dunes 9 Hole Rate			\$23.00
Knolls Weekday Rate			\$28.00
Knolls Weekend Rate			\$32.00
Knolls 9 Hole Rate			\$16.00
Knolls Twi-Lite Rate			\$20.00
18 Golf Cart Fees	\$30		\$15.00
Twi-Lite Cart Fees	\$24		\$12.00

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

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. Animal Shelter Fees

DOGS

Over 6 months old	\$100-250
6 months old and younger	\$200-250+

CATS

Over 6 months old	\$50-150
6 months old and younger	\$100-150+

OTHER PETS

\$8-150 based on species, breed and age

Note: Certain pets may be priced outside of these ranges at discretion of management.

Adams County Dog License Fee

\$25 or free*

* free if pet has current rabies shots and is spayed or neutered

Animal Euthanization Fee	\$50
Animal Remains Disposal Fee	\$35
Boarding Fee (Per Night for animals brought in as strays	\$15 per night
Cat Impound Fee*	\$40
*Repeated impoundment of the same animal within an 18 month period will increase the fee by \$10 (cumulative) for each additional impound.	
Dog Impounding Fee*	\$40 with tags
*Repeated impoundment of the same animal within an 18 month period will increase the fee by \$10 (cumulative) for each additional impound.	
	\$50 without tags
Microchip Insertion Fee	\$25
Rabies Vaccination Fee	\$15
Rabies Vaccination Deposit	\$15
Release of Single Animal (or litter under eight weeks old) Fee	\$50 - \$85
Out of Jurisdiction Fee	\$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 8. Traffic Impact Fees

Land Use Types	Development Unit	Impact Fee Charged
Residential	Enter Number of Dwellings/Spaces/Rooms	
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
Retail Commercial	Enter Building Square Footage	
Shop Ctr/Gen Retail, less than 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 million sf	1000	\$3,648.24
Shop Ctr/Gen Retail, 1 million sf or more	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 (834)	1000	\$15,351.05
Restaurant, Fast Food w/o Drive-Through Window (833)	1000	\$10,938.82
Local/Neighborhood Carryout/Takeout Restaurant	1000	\$7,740.40
High Quality Restaurant/or Turnover =<1 HR (831)	1000	\$3,990.67
Restaurant, Sit-Down Chain/or Turnover is > 1 HR	1000	\$10,660.45
Office Institutional	Enter Building Square Footage	
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
Industrial	Enter Building Square Footage	
General Light Industrial	1000	\$1,551.69
Warehouse	1000	\$805.46
Mini-Warehouse	1000	\$414.57
Truck Terminal (130) (<i>per acre</i>)	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 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 Non-Residential	\$300 \$500	NA NA
Temporary Use Permit		\$1,000	\$200
Special Use Permit	Residential Non-Residential	\$500 \$700	\$100 \$140
Conditional Use Permit	Residential Non-Residential Minor Amendments	\$1,000 +300 per additional request \$1,000 +500 per additional request \$500	\$200 + \$60 per additional request \$200 + \$100 per additional request \$100
Rezoning		\$1,500	\$300
Comprehensive Plan Amendment		\$1,500	\$300
Development Code Text Amendment		\$1,000	\$200
Subdivision Plat	Exemption Plat Major Subdivision Plat(Prelim) Major Subdivision (Final) Minor Subdivision (Final Plat) Plat Correction (Residential) Plat Correction (Non-residential) Waiver from Subdivision	\$650 +\$50 per additional lot (max of \$800) \$1,300 \$1,500 \$1,500 \$500+ \$50 per any additional lot \$750+ \$100 per any additional lot \$500	\$130 + \$10 per additional lot (max of \$160) \$260 \$300 \$300 \$100 + \$10 per additional lot \$150 + \$20 per additional lot \$100

Subdivision Improvements Agreement (SIA) Development Agreement Request for Release of Collateral	Initial Review	\$500	\$100
	Amendments to Approved SIA	\$500	\$100
		\$500	\$100
		\$175	\$35

Planned Unit Development	Overall Development Plan	\$2,200	\$440
	Preliminary Development Plan	\$2,200	\$440
	Final Development Plan	\$2,200	\$440
	Minor Amendments	\$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 Development Reviews			
Admin Use by Special Review (AUSR) for Oil & Gas Facilities		\$2,600	\$520
Amendment to AUSR		\$2,000	\$400
Special Use Permit for Oil and Gas Facilities		\$3,900	\$780
Appeal of an Administrative Use by Special Review Permit		\$1,300	\$260
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
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 /
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 11, 2018
SUBJECT: 2019 Budget Proposed for Adoption
FROM: Nancy Duncan, Budget Director
AGENCY/DEPARTMENT: Budget Department
HEARD AT STUDY SESSION ON: September 21, 2018, October 23, 2018; October 30, 2018, & November 13, 2018
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners considers the 2019 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 2019 annual budget development process, the 2019 Proposed Budget was proposed during Public Hearing on October 9, 2018. A Budget Retreat was held on September 21 and Study Sessions have been conducted to review and discuss the 2018 Budget. A Public Hearing regarding the proposed budget will be held on December 4, 2018 for a first reading. This will allow for public review of the 2019 Proposed Budget prior to final adoption of the budget scheduled on December 11, 2018.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Manager's Office and Budget 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:

The fiscal impact is summarized in the 2019 resolutions.

RESOLUTION APPROVING THE CERTIFICATION OF MILL LEVIES FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2019 AND ENDING ON THE LAST DAY OF DECEMBER 2019

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 26.864 mills, which includes an abatement levy of 0.085 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, 2019:

General Fund	22.640
Road & Bridge Fund	1.300
Social Services Fund	2.353
Retirement Fund	0.314
Developmentally Disabled Fund	0.257
Total 2019 Mill Levy	<hr/> 26.864

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 2019.

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 2019 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 2019 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 11, 2018
SUBJECT: Interior And Exterior Window Removal & Installation Project – Detention Center (DC)
FROM: Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
AGENCY/DEPARTMENT: Facilities and Fleet Management Department
HEARD AT STUDY SESSION ON:
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves Change Order One to the agreement with Whitestone Construction Services, Inc., for additional work requirements on the interior and exterior window replacement project at the Adams County Detention Center (DC).

BACKGROUND:

The Adams County Detention Center (DC) requires improvements for both the interior and exterior windows for Modules A-E. A solicitation was posted on Rocky Mountain ePurchasing System and Whitestone Construction, Inc., was awarded the project on July 31, 2018. During the process of the interior and exterior window replacement work, an unforeseen condition of rust was detected which requires immediate remedy. The additional work required includes, but is not limited to; rust grinding and priming to the exposed steel, fabricate and install new 16 gauge metal interior stops, and drill inside existing frames for new stops. Change Order One also includes the additional labor to clean and prime each window.

Item Description	Total Amount
Whitestone Construction Services, Inc.	\$159,749.97
Change Order No. 1	\$ 37, 956.00
Overall Project Total Amount	\$197,705.97

After a thorough review of the unforeseen conditions of rust, staff determined Change Order One submitted by Whitestone Construction Services, Inc., is necessary to complete the project. Staff recommends Change Order One be approved in the not to exceed amount of \$37,956.00.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Facilities and Fleet Management Department
Sheriff's Office

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

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

Fund: 1

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:	7845	20091812	\$200,000
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			\$200,000

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING CHANGE ORDER ONE TO THE AGREEMENT BETWEEN
ADAMS COUNTY AND WHITESTONE CONSTRUCTION SERVICES, INC., FOR
INTERIOR AND EXTERIOR WINDOW REPLACEMENT SERVICES AT THE ADAMS
COUNTY DETENTION CENTER

WHEREAS, on July 2018, Whitestone Construction Services, Inc., was awarded an agreement to provide interior and exterior window replacement services at the Adams County Detention Center (DC); and,

WHEREAS, additional services to provide rust remediation and the addition of 16 gauge metal interior stops are necessary for work completion; and,

WHEREAS, Whitestone Construction Services, Inc., will provide the additional interior and exterior window replacement services in the not to exceed amount of \$37,956.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Change Order One to the agreement with Whitestone Construction Services, Inc., for interior and exterior window replacement services at the Adams County Detention Center be approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign said Change Order 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 11, 2018
SUBJECT: Government Center Employee Parking Drainage Repairs and Electric Vehicle Service Equipment Project.
FROM: Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
AGENCY/DEPARTMENT: Facilities and Fleet Management Department
HEARD AT STUDY SESSION ON:
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves a bid award to Whitestone Construction Services, for the Government Center Employee Parking Drainage Repairs and Electric Vehicle Service Equipment Project.

BACKGROUND:

The Employee Parking Lot at the Government Center is in need of repair to address the ice buildup that occurs during the winter months. The Employee Parking Drainage Repairs project will consist of extending the under-pavement storm line to capture and divert water away from the parking area. In addition to the repairs, in order to further Adams County 2030 sustainability goals, the project also includes two Electronic Vehicle Service Equipment (EVSE) stations and needed infrastructure.

A formal Invitation for Bid was solicited through the Rocky Mountain e-Purchasing System. Bids were opened on October 29, 2018, and three bids were submitted.

Company	Total Bid Amount
Hall-Irwin Corporation	\$261,694.00
Whitestone Construction Services	\$186,154.00
Hallmark Inc.	\$238,036.00

After verifying the bids, the Facilities and Fleet Management Department confirmed that Whitestone Construction Services is the lowest, responsive, and responsible bidder.

The Recommendation is to award the Government Center Employee Parking Drainage Repairs and EVSE Project to Whitestone Construction Services in the amount of \$186,154.00 plus an additional 10% owner's allowance of \$18,615.40 to cover any unforeseen issues during construction, for a total not to exceed amount of \$204,769.40.

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: 1**Cost Center: 1077**

	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	10771807	\$210,000.00
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			\$210,000.00

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

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AN AGREEMENT BETWEEN ADAMS COUNTY AND
WHITESTONE CONSTRUCTION SERVICES FOR THE GOVERNMENT CENTER
EMPLOYEE PARKING DRAINAGE REPAIRS AND ELECTRIC VEHICLE SERVICE
EQUIPMENT PROJECT

WHEREAS, Whitestone Construction Services, submitted a bid for the Government Center Employee Parking Drainage Repairs and Electric Vehicle Service Equipment Project for the Facilities and Fleet Management Department; and,

WHEREAS, Whitestone Construction Services is the lowest responsive and responsible bidder; and,

WHEREAS, Whitestone Construction Services agrees to provide the services set forth in the bid materials, in the amount of \$186,154.00, plus an additional 10% owner's allowance of \$18,615.40 to cover any unforeseen issues during construction, for a total not to exceed amount of \$204,769.40.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the agreement between Adams County and Whitestone Construction Services for the Government Center Employee Parking Drainage Repairs and Electric Vehicle Service Equipment Project be approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign said 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 4, 2018
SUBJECT: East 58 th Avenue; Washington to York Street Engineering Design Services Project
FROM: Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
AGENCY/DEPARTMENT: Public Works Department
HEARD AT STUDY SESSION ON: November 13, 2018
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves Change Order One to the agreement with Drexel Barrell & Co., for additional engineering design services for the Adams County East 58 th Avenue; Washington to York Street Engineering Design Project.

BACKGROUND:

In June of 2016, Drexel Barrell & Co., was awarded an agreement to provide Engineering Design Services for the 2018 East 58th Avenue; Washington to York Street Design Engineering Project.

Change Order One is being requested for additional engineering design services that are now required per the new Senate Bill 18-167, that passed August of 2018 for utility design capturing standards. This project includes large utilities that require an alternate design by Drexel Barrell & Co. Due to this new regulatory requirement, the initial design completion phase will need to be extended through May 31, 2019.

The information for Change Order One was presented to the Board of County Commissioners at the November 13, 2018 Study Session.

The contract breakdown is as follows:

Initial Agreement	\$ 336,318.00
Change Order One	\$ 90,500.00
New Total Contract Value	\$ 426,818.00

It is recommended to approve Change Order One to the Agreement with Drexel Barrell & Co., in the amount of \$90,500.00 for a total contract value of \$426,818.00, and to extend the term of the agreement to May 31, 2019.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Public Works Department

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

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

Fund: 13
Cost Center: 3056

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9135	30561603	\$ 281,770
Add'l Capital Expenditure not included in Current Budget:			
\$Total Expenditures:			\$ 281,770

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note: As this is a multi-year agreement, much of the total contract expenditures have been spent out of previous years' budgets. The current 2018 budget in the amount of \$281,770 will cover the existing encumbrance and the requested change order, with the project staying within allotted budget amount.

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING CHANGE ORDER ONE TO THE AGREEMENT BETWEEN ADAMS
COUNTY AND DREXEL BARRELL & CO., FOR ENGINEERING DESIGN SERVICES FOR THE
EAST 58th AVENUE; WASHINGTON TO YORK STREET DESIGN PROJECT

WHEREAS, in June 2016, Drexel Barrell & Co., was awarded an agreement to provide Engineering Design Services for the East 58th Avenue; Washington to York Street Design Project; and,

WHEREAS, additional design services were determined to be necessary to add to the scope of work and extend the term of the agreement due to the new Senate Bill 18-167 utility design law changes; and,

WHEREAS, Drexel Barrell & Co., has agreed to provide the additional engineering design services in the not to exceed amount of \$90,500.00 for a total agreement price of \$426,818.00, and extend the agreement to May 31, 2019.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Change Order One to the Agreement between Adams County and Drexel Barrell & Co., for the East 58th Avenue; Washington to York Street Engineering Design Project be approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign said Change Order One with Drexel Barrell & Co., after negotiation and approval as to form is completed by the County Attorney's Office.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 4, 2018
SUBJECT: Engineering Design Services for Dahlia Street Roadway and Drainage Improvements Project
FROM: Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
AGENCY/DEPARTMENT: Public Works Department
HEARD AT STUDY SESSION ON: November 13, 2018
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves Change Order One to the agreement with ICON Engineering, Inc., for additional engineering design services the Dahlia Street Roadway and Drainage Improvements Project.

BACKGROUND:

In March of 2016, ICON Engineering, Inc., was awarded an agreement to provide Engineering Design Services for the 2018 Dahlia Street Roadway and Drainage Improvements Project.

Change Order One is being requested for additional engineering design tasks that were not included in the original scope. The new design tasks include, but are not limited to; environmental clearances, construction support services, and storm sewer relocation on private property. This project includes an Intergovernmental Agreement (IGA) from the Urban Drainage and Flood Control District (UDFCD) and an IGA with Colorado Department of Transportation (CDOT). Due to these new tasks, the initial design completion phase will be extended to March 31, 2021.

The information for Change Order One was presented to the Board of County Commissioners at the November 13, 2018 Study Session.

The contract breakdown is as follows:

Initial Agreement	\$ 131,033.00
Change Order One	\$ 121,964.00

New Total Contract Value	\$ 252,997.00
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It is recommended to approve Change Order One to the Agreement with ICON Engineering, Inc., in the not to exceed amount of \$121,964.00 for a total contract value of \$252,997.00, and to extend the agreement term to March 31, 2021.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Public Works Department

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

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

Fund: 13
Cost Center: 3056

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9135	30561604 30561705	\$165,947 \$2,100,000
Add'l Capital Expenditure not included in Current Budget:			
\$Total Expenditures:			\$2,265,947

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING CHANGE ORDER ONE TO THE AGREEMENT BETWEEN ADAMS
COUNTY AND ICON ENGINEERING, INC., FOR ENGINEERING DESIGN SERVICES FOR THE
DAHLIA STREET ROADWAY AND DRAINAGE IMPROVEMENTS PROJECT

WHEREAS, in March 2016, ICON Engineering, Inc., was awarded an agreement to provide Engineering Design Services for the Dahlia Street Roadway and Drainage Improvements Project; and,

WHEREAS, additional engineering design tasks of environmental clearances, construction support services, and storm sewer relocation on private property were deemed necessary to add to the scope of work, which will extend the term of the agreement; and,

WHEREAS, ICON Engineering, Inc., has agreed to provide the additional engineering design services in the not to exceed amount of \$121,964.00 for a total contract value of \$252,997.00, and extend the agreement to March 31, 2021.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Change Order One to the Agreement between Adams County and ICON Engineering, Inc., for Engineering Design Services for the Dahlia Street Roadway and Drainage Improvements Project be approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign said Change Order One with ICON 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 11, 2018
SUBJECT: 2018 Street Paving Program
FROM: Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
HEARD AT STUDY SESSION ON: November 13, 2018
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves Change Order Five to the Agreement with Martin Marietta Materials, Inc., to provide pavement resurfacing construction services for East 66th Avenue, West of Broadway Street.

BACKGROUND:

In April of 2018, Martin Marietta Materials, Inc., was awarded an agreement to provide construction services for the 2018 Street Paving Program for various Adams County projects.

Change Order Five is being requested for an additional 1500 linear feet of pavement resurfacing and underlying subgrade at East 66th Avenue, West of Broadway Street Project. Due to the rapid deterioration of the existing subgrade condition, this level of effort for remedy has been determined necessary to repair the roadway, at the established bid item pricing.

The change order information was presented to the Board of County Commissioners at the November 13, 2018 Study Session.

The contract breakdown is as follows*:

Initial Agreement	\$ 5,338,670.69
Change Order One	\$ 920,641.09
Change Order Two	\$ 1,065,223.70
Change Orders Three & Four	\$ 0.00
Change Order Five	\$ 457,081.09
New Total Contract Value	\$ 7,781,616.57

It is recommended to approve Change Order Five to the Agreement with Martin Marietta Materials, Inc., in the not to exceed amount of \$457,081.09 for a total not to exceed contract amount of \$7,781,616.57, which is within the approved budget.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Public Works Department

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

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

Fund: 13

Cost Center: 3056

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9135	30561828	\$600,000
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			\$600,000

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

*Change Orders Three and Four had no monetary impacts.

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING CHANGE ORDER FIVE TO THE AGREEMENT BETWEEN ADAMS
COUNTY AND MARTIN MARIETTA MATERIALS, INC., FOR ROADWAY IMPROVEMENT
CONSTRUCTION SERVICES

WHEREAS, in 2018, Martin Marietta Materials, Inc., was awarded an agreement to provide Roadway Improvement Construction Services for the 2018 Adams County Street Paving Project; and,

WHEREAS, staff determined it is necessary to add to the scope of work, an additional 1500 linear feet of resurfacing pavement with subgrade reconditioning, at the established bid item pricing; and,

WHEREAS, Martin Marietta Materials, Inc., has agreed to provide the additional construction services in the not to exceed amount of \$457,081.09 for a total agreement price of \$7,781,616.57.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Change Order Five to the Agreement between Adams County and Martin Marietta Materials, Inc., for additional construction services for the 2018 Adams County Street Paving Project be approved.

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



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 11, 2018
SUBJECT: ADA Transition - 5 Areas Design Engineering Services
FROM: Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
AGENCY/DEPARTMENT: Public Works Department
HEARD AT STUDY SESSION ON: November 13, 2018
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves Change Order One to the agreement with Ulteig Engineers, Inc., for additional design engineering services for the Adams County Americans with Disabilities Act Transition Plan – 5 Areas Project.

BACKGROUND:

In December of 2017, Ulteig Engineers, Inc., was awarded an agreement to provide Design Engineering Services for the Americans with Disabilities Act (ADA) Transition Plan – 5 Areas Project.

Change Order One is being requested for additional design engineering services for conceptual designs highlighting the need to realign and/or widen existing roads as part of the design improvements. This additional work shall minimize impact to the existing residents. Roadway and realignment design improvement input was gathered from the public meetings held in each of the 5 areas that will be affected by this work.

This change order information was presented to the Board of County Commissioners at the November 13, 2018 Study Session.

The contract breakdown is as follows:

Initial Agreement	\$ 344,584.00
Change Order One	\$ 53,540.00
New Total Contract Value	\$ 398,124.00

It is recommended to approve Change Order One to the Agreement with Ulteig Engineers, Inc., in the not to exceed amount of \$53,540.00 for a total contract value of \$398,124.00.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Public Works Department

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

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

Fund: 13
Cost Center: 3056

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9135	30561709	\$1,476,740
	9135	30561827	\$1,000,000
Add'l Capital Expenditure not included in Current Budget:			
\$Total Expenditures:			<u>\$2,476,740</u>

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING CHANGE ORDER ONE TO THE AGREEMENT BETWEEN ADAMS
COUNTY AND ULTEIG ENGINEERS, INC., FOR DESIGN ENGINEERING SERVICES FOR THE
ADA TRANSITION PLAN – 5 AREAS PROJECT

WHEREAS, in 2018, Ulteig Engineers, Inc., was awarded an agreement to provide Design Engineering Services for the 2018 Adams County Americans with Disabilities Act (ADA) Transition Plan – 5 Areas Project; and,

WHEREAS, additional services were determined necessary for conceptual designs highlighting the need for realignment and/or widening of existing roads as necessary, for the 5 areas as identified with the input of the public meetings; and,

WHEREAS, Ulteig Engineers, Inc., has agreed to provide the additional Design Engineering Services in the not to exceed amount of \$53,540.00 for a total agreement price of \$398,124.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Change Order One to the agreement between Adams County and Ulteig Engineers, Inc., for Design Engineering Services for the 2018 Adams County Americans with Disabilities Act (ADA) Transition Plan – 5 Areas Project be approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign said Change Order One with Ulteig Engineers, 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 11, 2018
SUBJECT: Furniture for Riverdale Animal Shelter
FROM: Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
AGENCY/DEPARTMENT: Facilities and Fleet Management Department
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves Amendment Two to the agreement with Workplace Elements to provide furniture for the Riverdale Animal Shelter.

BACKGROUND:

In December of 2016, the Board of County Commissioners approved an award for an agreement with Workplace Elements to provide the new furniture for the Human Services Center. Workplace Element's current agreement allows the option for furniture purchases for various Adams County projects within their comprehensive pricing structure.

The new 43,000 square-foot Riverdale Animal Shelter facility includes new offices, conference rooms, community space and entrances and will need new furniture throughout the building. The Facilities and Fleet Management Department would like to utilize the existing pricing agreement with Workplace Elements to provide the furniture for the Riverdale Animal Shelter.

The recommendation is to award the furniture package for the Riverdale Animal Shelter to Workplace Elements in the not to exceed amount of \$455,167.00.

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: 0004**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	31611701	\$12,541,364
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			\$12,541,364

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

The rest of the project budget will be appropriated in 2019 with the approval of the Board of County Commissioners.

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT TWO TO THE AGREEMENT BETWEEN
ADAMS COUNTY AND WORKPLACE ELEMENTS TO PROVIDE FURNITURE FOR THE
RIVERDALE ANIMAL SHELTER

WHEREAS, the Board of County Commissioners approved an agreement for Furniture for the Adams County Human Services Center with Workplace Elements in 2017; and,

WHEREAS, Workplace Element's current agreement allows the option for furniture purchases for various Adams County projects; and,

WHEREAS, Workplace Elements agrees to provide furniture for the Riverdale Animal Shelter in the not to exceed amount of \$455,167.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment Two to the Agreement with Workplace Elements for the furniture at Riverdale Animal Shelter be approved.

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



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 11, 2018
SUBJECT: Kinship Support Services
FROM: Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
AGENCY/DEPARTMENT: Human Services Department, Children and Family Services Division
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 Three to the agreement with Maple Star Inc., for the renewal of Kinship Support Services

BACKGROUND:

When children are unable to remain safely with biological parents/caretakers, many are placed in the care of relatives or those with a kin-like relationship to the child. At the present time, approximately 46% of the Adams County children that require out of home placement are placed with a kinship family. These placements can be short term and/or lead to permanency for children dependent upon individualized circumstances in each case. As of 2013, and with the support of IV-E Waiver funding, Adams County began a Kinship Support Unit to provide more focused support to Kinship families working with Child Welfare.

In April of 2017, a Request for Proposal was posted on Rocky Mountain the ePurchasing System (Bidnet) to provide Kinship Support Services. Maple Star Inc., was awarded an agreement to provide these services.

Original Agreement	\$17,555.00
Amendment One-Renewal	\$36,305.00
Amendment Two- Additional Funds	\$20,000.00
Amendment Three- Renewal	\$61,305.00
Total Agreement:	\$135,165.00

The recommendation is to approve Amendment Three to the agreement with Maple Star Inc., to provide Kinship Support Services in the not to exceed amount of \$61,305.00, for a total not to exceed contract value of \$135,165.00. This program is funded 70% under the Promoting Safe and Stable Families Program (PSSF) with a 30% Adams County match.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Human Services Department, Children and Family Services Division

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

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

Fund: 15
Cost Center: 99915, 2010W5021576

	Object Account	Subledger	Amount
Current Budgeted Revenue:	99915.5755		\$47,713,621
Additional Revenue not included in Current Budget:			
Total Revenues:			<u>\$47,713,621</u>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	8310		36,423,296
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>36,423,296</u>

New FTEs requested: ☐ YES ☐ NO

Future Amendment Needed: ☐ YES ☐ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT THREE TO THE AGREEMENT BETWEEN
ADAMS COUNTY AND MAPLE STAR COLORADO FOR KINSHIP SUPPORT SERVICES
FOR THE ADAMS COUNTY HUMAN SERVICES DEPARTMENT

WHEREAS, in April of 2017, Maple Star Colorado was awarded an agreement to provide Kinship Support Services for Adams County; and,

WHEREAS, the Adams County Human Services Department would like to renew the agreement for one additional year; and,

WHEREAS, Maple Star Colorado agrees to provide the services in the not to exceed amount of \$61,305.00; and,

WHEREAS, this program is funded 70% under the Promoting Safe and Stable Families Program with a 30% Adams County match.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment Three to the Agreement with Maple Star Colorado for Kinship Support Services be approved.

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



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 11, 2018
SUBJECT: VMware NSX Software
FROM: Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
AGENCY/DEPARTMENT: Information Technology and 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 a Purchase Order with Dell, Inc., for VMware NSX Software.

BACKGROUND:

VMware NSX Software is a virtual networking and security platform. It implements micro-segmentation across all components in the Data Center, which leads to three key benefits:

- Enhanced security;
- Improved speed for network traffic; and
- Increased agility and efficiency in the Data Center

In terms of security, NSX helps to reduce the possible spread of an attack throughout the network by limiting the possible paths of travel. In terms of network traffic, speed is improved through the reduction of distance of traffic flow. In the case of a disaster resulting in the Government Center Data Center being unavailable, NSX enables the Information Technology and Innovation Department to more effectively and efficiently bring County servers back online and access information services located in remote disaster recovery (DR) sites. These DR sites are located at the Pete Mirelez Human Services Center in Westminster and the Jefferson County government campus in Golden.

This is a cooperative procurement with Dell Inc., through the State of Colorado and NASPO ValuePoint, per the approved County's Purchasing Policies and Procedures, Appendix E – Cooperative, Single and Sole Source Purchases.

It is recommended that VMware NSX Software with Dell, Inc., be approved in the not to exceed amount of \$195,960.53.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Information Technology and 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: 0001**Cost Center:** 1056

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7562	10561806	\$200,000
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			\$200,000

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

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING A PURCHASE ORDER TO
DELL, INC., FOR VMWARE NSX SOFTWARE

WHEREAS, in 2016, Dell, Inc., submitted a proposal to NASPO ValuePoint to provide software and related services for cooperative purchases with participating public entities; and,

WHEREAS, Adams County is a participant in the NASPO ValuePoint purchasing cooperative per the approved County's Policies and Procedures, Appendix E – Cooperative, Single and Sole Source Purchases; and,

WHEREAS, Dell, Inc., agrees to provide VMware NSX Software in the not to exceed amount of \$195,960.53.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that a Purchase Order to Dell, Inc., for VMware NSX Software, be approved.

BE IT FURTHER RESOLVED, that the Purchasing Division is hereby authorized to sign the Purchase Order to Dell, 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 11, 2018
SUBJECT: Comprehensive Inmate Medical Services
FROM: Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
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 Amendment One to the agreement with Correct Care Solutions for comprehensive inmate medical services at the Adams County Detention Facility.

BACKGROUND:

Adams County currently uses a firm to provide comprehensive inmate medical services at the Adams County Detention Facility.

On March 15, 2016, the Board of County Commissioners approved an award for comprehensive inmate medical services to Correct Care Solutions through December 31, 2018. The County is pleased with the service provided by Correct Care Solutions and would like to renew the agreement for one additional year.

Correct Care Solutions requested an increase of 6.2% for 2019. The County feels the increase is fair and reasonable as is within the most recently published Denver/Boulder/Greeley Consumer Price Index for medical care.

The recommendation is to approve Amendment One to renew the comprehensive inmate medical services for 2019 with Correct Care Solutions in the not to exceed amount \$4,774,253.00. This renewal is the first of two one year optional renewals allowed on the contract.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Sheriff's Office

ATTACHED DOCUMENTS:

Resolution
Revised 06/2016

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: 2071**

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7680		\$5,570,666*
Add'l Operating Expenditure not included in Current Budget:			\$190,575**
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			\$5,761,241

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☒ YES ☐ NO

Additional Note:

*Proposed budget for 2019 for inmate medical care services.

** Sheriff's Office will submit a budget amendment request for the additional needed amount.

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT ONE TO THE AGREEMENT
BETWEEN ADAMS COUNTY AND CORRECT CARE SOLUTIONS FOR
COMPREHENSIVE INMATE MEDICAL SERVICES

WHEREAS, on March 16, 2016, Adams County entered into an agreement with Correct Care Solutions, to provide comprehensive inmate medical services through December 31, 2018; and,

WHEREAS, the Sheriff's Office is pleased with the services provided by Correct Care Solutions and would like to renew the agreement for one additional year; and,

WHEREAS, the Contractor requested an increase of 6.2% to the current contract amount, for a not to exceed amount of \$4,774,253.00 for 2019.

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 Correct Care Solutions for comprehensive inmate medical services be approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign 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 11, 2018
SUBJECT: Exterior Art at the Adams County Pete Mirelez Human Services Center
FROM: Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
AGENCY/DEPARTMENT: Office of Cultural Affairs and Human Services Department
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves Amendment One to the agreement with RDG Dahlquist Art Studio for the creation, delivery, and installation of artwork at the Adams County Pete Mirelez Human Services Center.

BACKGROUND:

In 2017, RDG Dahlquist Art Studio entered into an agreement with the County to create, deliver and install exterior artwork at the Adams County Pete Mirelez Human Services Center. The agreement stated that the artwork would be delivered and installed by December 31, 2018; however, due to circumstances beyond the control of the Artist and the County, it has become necessary to extend the term of the agreement for six (6) additional months in order for the Artist to deliver and install the artwork on-site.

Staff is recommending that Amendment One for a six month agreement extension be approved with RDG Dahlquist Art Studio to provide exterior artwork at no additional cost to the County.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Office of Cultural Affairs
Human Services Department

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

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

Fund:**Cost Center:**

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

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

New FTEs requested: ☐ YES ☐ NO

Future Amendment Needed: ☐ YES ☐ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT ONE TO THE AGREEMENT BETWEEN
ADAMS COUNTY AND RDG DAHLQUIST ART STUDIO FOR THE CREATION,
DELIVERY, AND INSTALLATION OF ARTWORK AT THE ADAMS COUNTY
PETE MIRELEZ HUMAN SERVICES CENTER

WHEREAS, in 2017, RDG Dahlquist Art Studio entered into an agreement to create, deliver, and install art pieces for the Adams County Pete Mirelez Human Services Center; and,

WHEREAS, Amendment One will extend the term of the agreement with RDG Dahlquist Art Studio for six (6) months at no additional cost to the County.

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 RDG Dahlquist Art Studio to create, deliver, and install artwork at the Adams County Pete Mirelez Human Services Center, be approved.

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



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 11, 2018
SUBJECT: Marijuana regulation amendments in unincorporated Adams County
FROM: Kristin Sullivan, Director – Community & Economic Development
AGENCY/DEPARTMENT: Community & Economic Development Department
HEARD AT STUDY SESSION ON August 28, 2018
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves the resolution approving regulation amendments in unincorporated Adams County

BACKGROUND:

After careful evaluation of the County's marijuana regulations and direction received from the Board of County Commissioner in a study session on August 28, 2018, the Community & Economic Development Department is requesting revisions to the County's existing marijuana licenses. Specifically, the staff is requesting approval to convert the County's existing marijuana testing license to a marijuana retail store license, and add two additional marijuana retail store licenses for a maximum of six marijuana retail store licenses in unincorporated Adams County.

Overall, the allowed license cap along with categories after approval of the request shall be as follows:

Category	Number of Allowed Licenses
Retail Store	6
Cultivation	3
Manufacturing	3
Total	12

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

None

ATTACHED DOCUMENTS:

Resolution approving marijuana regulation amendments in unincorporated Adams County

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 MARIJUANA REGULATION AMENDMENTS IN
UNINCORPORATED ADAMS COUNTY

WHEREAS, on November 6, 2012, the voters of Colorado approved the adoption of Amendment 64, thereby adding Article XVIII, Section 16, Personal Use and Regulation of Marijuana, to the Colorado Constitution; and,

WHEREAS, Article XVIII, Section 16 of the Colorado Constitution provides for the licensing and regulation of recreational marijuana establishments, including marijuana cultivation facilities, marijuana product manufacturing facilities, marijuana testing facilities, and retail marijuana stores; and,

WHEREAS, the Board of County Commissioners (BoCC) has extensive authority to regulate land use within Adams County, including, but not limited to, laws relating to the County Planning and Building Codes, and the Local Government Land Use Control Enabling Act; and,

WHEREAS, on December 16, 2014, the BoCC voted to approve and allow a maximum of 10 marijuana establishments, including a maximum of any combination of 3 retail marijuana stores/medical marijuana centers (in the event medical marijuana operations are allowed in Unincorporated Adams County); a maximum of any combination of 3 marijuana cultivation facilities/medical marijuana optional premises cultivation operations (in the event medical marijuana operations are allowed in Unincorporated Adams County); a maximum of any combination of 3 retail marijuana product manufacturing facilities/medical marijuana infused products manufacturers (in the event medical marijuana operations are allowed in Unincorporated Adams County); and a maximum of 1 retail testing facility; and,

WHEREAS, after careful consideration and evaluation of the County's marijuana regulations, the BOCC hereby revises and increases the maximum number of allowed marijuana establishments in Unincorporated Adams County from 10 to 12 establishments, which include converting the retail testing facility to a retail marijuana store/medical marijuana center; and,

WHEREAS, the allowed establishments shall consist of: a maximum of 6 retail stores/medical marijuana centers (in the event medical marijuana operations are allowed in Unincorporated Adams County), a maximum of 3 marijuana cultivation facilities/medical marijuana optional premises cultivation operations (in the event medical marijuana operations are allowed in Unincorporated Adams County); and a maximum of any combination of 3 retail marijuana product manufacturing facilities/medical marijuana infused products manufacturers (in the event medical marijuana operations are allowed in Unincorporated Adams County).

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that these Marijuana Regulation Amendments, be Approved.

BE IT FURTHER RESOLVED, that if the County receives more applications than the currently allowed marijuana establishments, it reserves the right to establish a process to fairly select additional establishments for approval.



**COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT
STAFF REPORT**

CASE NO.: PLN2018-00025

CASE NAME: Pomponio Terrace Metropolitan District Service Plan Amendment

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- 4.1 Referral Comments (Development Services)
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None.

EXHIBIT 6- Associated Case Materials

- 6.1 Request for Comments
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CASE No.: PLN2018-00025	
CASE NAME: Pomponio Terrace Metropolitan District Service Plan Amendment	
Owner's Name:	Pomponio Terrace Holdings, LLC
Applicant's Name:	White Bear Ankele Tanaka & Waldron, Kristen Bear, Esq.
Applicant's Address:	2154 E. Commons Ave, Suite 2000 Centennial, CO 80122
Location of Request:	6856 Federal Boulevard
Nature of Request:	Service Plan Amendment for the Pomponio Terrace Metropolitan District to provide additional funding for construction and maintenance of public services and facilities in the Pomponio Terrace Metropolitan District service area.
Zone District:	Planned Unit Development (PUD)
Site Size:	Approximately 29 acres
Proposed Uses:	Residential/Commercial
Existing Use:	Residential
Hearing Date(s):	PC: November 8, 2018 / 6:00p.m.
	BOCC (1st): December 4, 2018/ 9:30 am (Consent Calendar) BOCC (2nd) December 11, 2018/ 9:30 am (Public Hearing)
Report Date:	November 16, 2018
Case Manager:	Emily Collins
PC and Staff Recommendation:	APPROVAL with 9 Findings-of-Fact

SUMMARY OF PREVIOUS APPLICATIONS

On February 17, 2015, the Board of County Commissioners (BoCC) approved a rezoning from Industrial-1 to Planned Unit Development, a major subdivision (preliminary plat) to create 248 single family lots, a preliminary development plan, and a waiver from the subdivision design standards to allow for private roads in the development.

On April 26, 2016, the BoCC approved a service plan for the Pomopnio Terrace Metropolitan District to provide funding for construction and maintenance of public services and facilities in the Pomopnio Terrace development.

On October 4, 2016, the BoCC approved a final development plan (FDP) for the Pomponio Terrace Planned Unit Development to allow 248 single-family residential units and associated parks and open space.

On December 13, 2016, the BoCC approved a major subdivision final plat to create 74 single-family lots in filing 1 and a final plat to create 52 single-family lots in filing 2 of the development.

On February 27, 2018, the BoCC approved an amendment to the preliminary development plan (PDP) to allow single-family attached (townhome) units.

SUMMARY OF APPLICATION

Background

The applicant, on behalf of Pomponio Terrace Holdings, LLC, is requesting an amendment to the approved service plan for the Pomponio Terrace Metropolitan District (District) to provide additional funding for construction and maintenance of public services and facilities in the development service area. Specifically, the request is to amend the financial plan to allow an increase in the maximum debt mill levy and maximum debt limitation for development of the property. According to the applicant, the request for the increase in debt authorization is based on current and projected development costs and valuation within the District, as well as changes in the estimated costs of public improvements from 2016 to actual construction costs in 2017. In addition, the request for increase in debt authorization is to account for potential increase in construction costs for the remaining undeveloped portion of the property.

Pursuant to Title 32, Article 1 of Colorado Revised Statutes, metropolitan districts are quasi-governmental agencies and political subdivisions of the State of Colorado organized to provide two or more services to support a development area. Common services provided by metropolitan districts include general governance, park and recreation, water and sanitation services, and storm water facilities.

The metropolitan district for the subject planned unit development will provide financing for construction of required public infrastructure (i.e. streets, sidewalks, alleys, etc.) as well as operation and maintenance of certain park facilities, private alleys, and street lighting within the district boundaries of the development. Pursuant to Title 32, Article 1, Section 207 (2)(a), of Colorado Revised Statutes, after the organization of a special district, material modifications to an approved service plan may be made subject to approval by the Board of County Commissioners. Approval of such modification is required for changes of basic or essential nature of the service plan, including but not limited to any addition to the types of services provided, a decrease in level of service, and changes to the proposed indebtedness.

The service area of the district includes approximately 248 residential units (single and multi-family) and 20,000 square feet of existing and proposed commercial space. The planned commercial properties are located along Federal Blvd. These commercial properties are outside the boundaries of the Planned Development. However, the property owners have elected for inclusion of those properties in the service area in order to obtain benefit from planned improvements associated with creation of the metropolitan district.

Development Standards and Regulations

Chapter 10 of the Adams County Development Standards and Regulations outlines review processes for Special Districts. Formation of a special district begins with development of a service plan. This plan includes a description of the area to be included within the proposed district, a description of proposed facilities and services to be provided, and a financial plan including estimated costs and proposed indebtedness. In approving a service plan, the Board of County Commissioners (BoCC) shall find there is sufficient existing and projected need for organized services in the area to be serviced by the proposed district.

The creation of the District was primarily to finance construction of required public improvements within the service area boundaries of the development. The Metropolitan District's powers for services and improvements include all street, traffic and safety controls, water and sanitation, stormwater drainage, parks and recreation, transportation system improvements, mosquito and pest control, television relay and translator facilities, covenant enforcement and design review, and security. In addition, the District will be responsible for ongoing operation and maintenance of certain park and recreation improvements, such as pocket parks, open space and landscape tracts, and detention ponds within the service area of the district. The District is also responsible for the operation and maintenance of certain street improvements including street lighting and alleyways.

Currently, the majority of the proposed district area is undeveloped; however, the BoCC approved an amendment to the final development plan on February 27, 2018 to allow development of 248 residential dwellings, including 122 townhome units and 126 single-family units on the property. Public improvements (curb, gutter, and side walk) for filing 1 and 2 of the PUD have been constructed and building permits have been issued to allow construction of the single-family dwelling units.

The BoCC in approving a District service plan amendment shall find the District is capable of providing economical and sufficient service and will have the financial ability to discharge the proposed indebtedness on a reasonable basis. As described in the financial plan (see Exhibit 3.1), the District anticipates issuing approximately Seven Million dollars (\$7,000,000) of debt through general obligation bonds. The estimated costs of public improvements within the service boundary total approximately Eight Million Six Hundred Thousand Dollars (\$8,600,000); however, according to the applicant, actual costs will vary based on specific requirements and timing of construction of the undeveloped section of the PUD.

In accordance with Section 32-1-1000 (1) of the Colorado Revised Statutes, the District may rely upon various revenue sources authorized by law including, but not limited to public improvement fee (PIF), ad valorem property taxes and powers to assess fees, rates, tolls, penalties, or charges. The financing plan submitted with the application includes a 3.7% public improvement fee assessed on every transaction on the commercial properties. In addition to the PIF, the financial plan shows approximately 50 mills will be imposed as the District Debt Mill Levy and 10 mills will be imposed for operation and maintenance purposes. The District will require operating funds for administration and to plan and cause improvements to be constructed and maintained.

Below is a brief summary of characteristics of the proposed Metropolitan District:

Project basics:

- The District is necessary to facilitate construction and maintenance of public infrastructure.
- Public improvements include curb, gutter, sidewalk, water and sanitation facilities, drainage facilities, and parks and recreation.
- Actual construction costs have increased since approval of the service plan in 2016, which included cost estimates for required public infrastructure.

Overall Development:

- 29 acres, including commercial properties.
- Primarily residential (248 dwelling units) with approximately 15,000 square feet of existing commercial retail and approximately 5,000 square feet of proposed retail space.
- FDP and final plat applications for filings 3 and 4 (townhomes) are currently under review.
- Anticipated number of units and square footage at full build-out:
 - 248 residential dwellings, generating 727 people based on 2.93 persons per unit
 - 20,000 square feet of existing and proposed commercial space

Assessed Valuation:

- Currently assessed value of district boundaries is \$1,624,710.
- Per the 2016 service plan, the anticipated assessment of the property at full build-out is \$7,358,000. Approximately \$6,737,000 from the residential portion and \$621,000 from the commercial portion.

General Description of facilities:

- Capital improvements will be developed with each filing of the subdivision (4 filings).
- Improvements expected to include: sanitation, storm drainage, water, streets and alleys, lighting, and landscape.
- Water and sanitation facilities will be constructed in accordance with Crestview Water and Sanitation standards and approved by Crestview.
- Any roads proposed to be dedicated to Adams County for ownership and maintenance will be built to County standards. Acceptance of roads will be at the discretion of Adams County during final development plan and final plat approval and in accordance with an approved Subdivision Improvement Agreement (SIA).

Financing Structure:

- Total estimated cost of public improvements: **\$8,600,000** (increase of \$1,100,000)
- Maximum debt limitation: **\$10,000,000** (increase of \$4 million)
- Maximum mill levy for payment of general obligation debt: **55.277 mills** (increase of 5.277 mills)
- Maximum mill levy for payment of operations and maintenance: **10 mills** (no change)
- Maximum interest rate: Market rate at the time debt is issued (no change)

- Proposed length of bonds: 30 years (no change)
- Construction of filings 1 and 2 commenced in 2017 with full build-out expected in 2019.
- The District may rely upon various revenue sources authorized by law including public improvement fee (PIF), ad valorem property taxes and the power to assess fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S.
 - Proposed 3.7% PIF assessed on every transaction on the commercial sites (no change).

Future Land Use Designation

The proposed district service area is designated as Urban Residential in the County's Comprehensive Plan. Per Chapter 5 of the Comprehensive Plan, Urban Residential areas are intended to provide a variety of housing types, and create and maintain healthy residential neighborhoods. Primary uses in the Urban Residential future land use designation are single and multiple-family housing developed at densities of one dwelling unit per acre or greater.

The subject request conforms to goals of the Comprehensive Plan. The request is for an amendment to the approved Metropolitan District Service Plan to finance development of required infrastructure for an approved development plan consisting of 248 single and multi-family residential units and 20,000 square feet of commercial developments. Development of single and multi-family units at urban densities on the property is compatible with the surrounding area and goals of the County's Comprehensive Plan for Urban Residential land uses.

Site Characteristic:

Approximately 29 acres of land are within the proposed District service area. A majority of the service area is currently vacant; however, public improvements (curb, gutter, sidewalk, and drainage facilities) for filings 1 and 2 have been completed and preliminarily accepted by the County's Public Works Department. The service area also includes approximately 2.25 acres of developed properties with a gas station/convenience store and auto parts/retail store located along Federal Blvd.

Surrounding Zoning Designations and Existing Use Activity:

Northwest I-1 Commercial	North City of Westminster Vacant	Northeast City of Westminster Residential
West I-1 Commercial	Subject Property PUD Vacant/Commercial	East PUD (Midtown) Vacant
Southwest City of Westminster Commercial	South Burlington Northern Santa Fe Railroad	Southeast PUD (Midtown) Vacant

Compatibility with the Surrounding Land Uses:

Development of the site for a residential subdivision is consistent with the surrounding area. The proposed service plan amendment to provide financing to construct and maintain required public improvements such as curb, gutter, and sidewalk aligns with the approved development plan on the property will be compatible with the surrounding area and land uses.

Referral Agency Comments:

The Colorado Department of Transportation (CDOT), Xcel Energy, Tri-County Health Department, and the City of Commerce City reviewed the request and did not have any concerns.

County Agency Comments:

Adams County Finance Department reviewed the proposed service plan and expressed concerns about the potential impact of the proposed Public Improvement Fee (PIF) on debt repayment and increased debt limitation in the amended service plan. The applicant provided a revised service plan in response to the concerns and confirmed the need for the increased debt limitation as well as the PIF and its impact on debt repayment.

Adams County Development Services Engineering reviewed the service plan and requested the applicant to provide an updated cost estimates for construction of public improvements in the development. The applicant provided this information in the revised service plan.

Planning Commission (PC) Update:

The Planning Commission (PC) considered this case on November 8, 2018 and recommended approval of the request in a 7-0 vote. At the hearing, the applicant explained the need to amend the service plan which has been a result of changes in development costs since approval of the plan in 2016. The applicant also informed the PC that the District does not anticipate issuing ten million dollars in debt and that the requested debt limit is mainly to provide flexibility in anticipation of changes in construction costs for future development of the District.

There was no one from the public to speak at the hearing and the PC had no questions for the applicant.

Staff Recommendations:

Based upon the application, the criteria and review process for special districts outlined in chapter 10 of the County's Development Standards and Regulations, staff recommends Approval of the request with 9 findings-of-fact.

RECOMMENDED FINDINGS OF FACT

1. There is sufficient existing and projected need for organized service in the area to be serviced by the proposed District
2. The existing service in the area to be served is inadequate for present and projected needs.

3. The proposed Special District is capable of providing economical and sufficient service to the area within its proposed boundaries.
4. The area to be included in the proposed Special District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.
5. Adequate service is not, or will not be, available to the area through the County, other existing municipal or quasi-municipal corporations, including existing Special Districts, within a reasonable time and on a comparable basis.
6. The facility and service standards of the proposed Special District are compatible with the facility and service standards of each county within which the proposed District is to be located and each municipality which is an interested party under C.R.S. Section 32-1-204 (1).
7. The proposal is in compliance with a master plan adopted pursuant to C.R.S. Section 30-28-106.
8. The proposal is in compliance with any duly adopted county, regional, or state long-range water quality management plan for the area.
9. The creation of the proposed District will be in the best interest of the area proposed to be served.

REFERRAL AGENCY COMMENTS

Responding with Concerns:

None

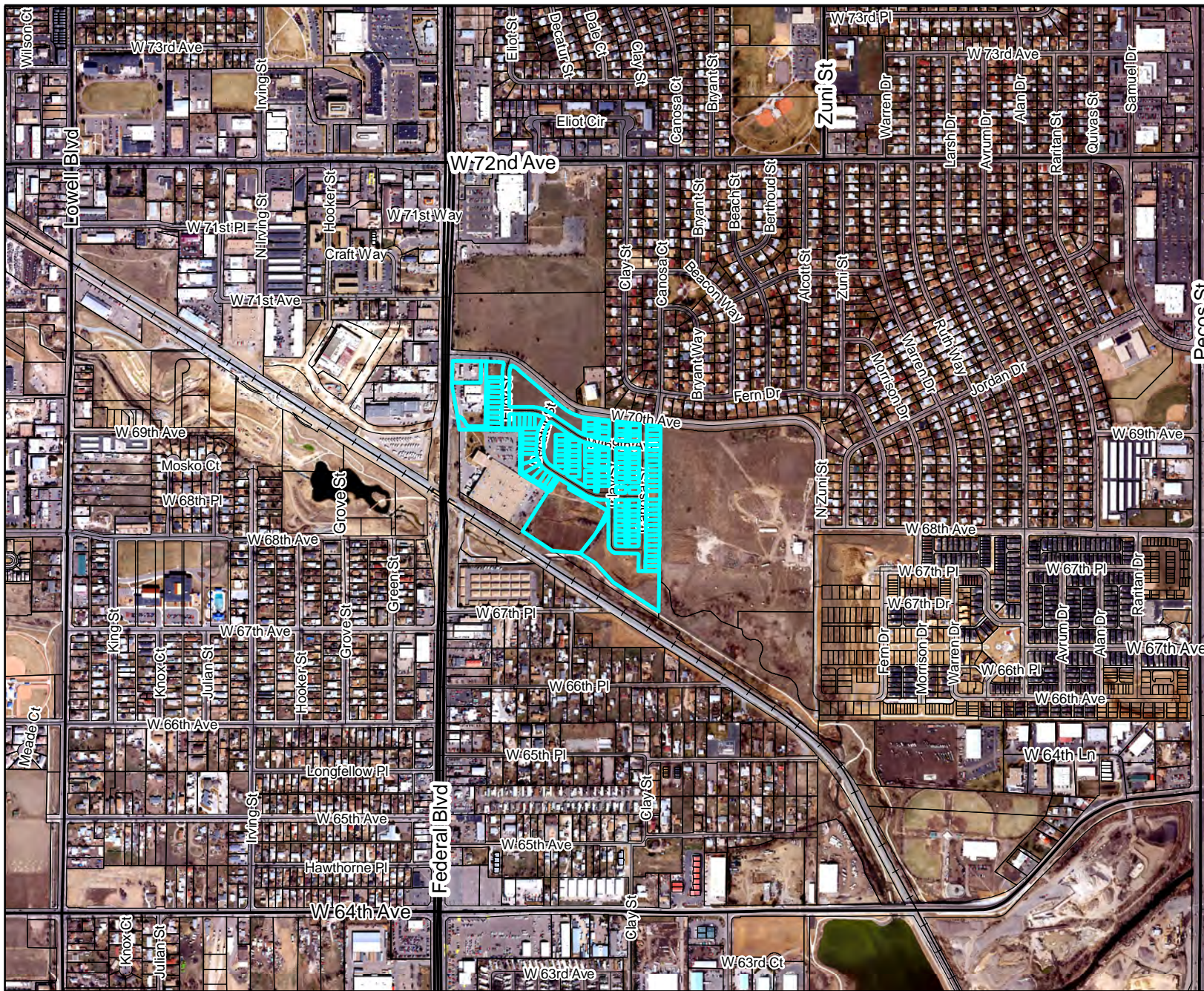
Responding without Concerns:

City of Commerce City
 Colorado Department of Transportation
 Tri-County Health Department
 Xcel Energy

Notified but not Responding / Considered a Favorable Response:

Adams 12 Five Star Schools
 Adams County Fire Protection District
 Arvada Fire Department
 Berkeley Water and Sanitation District
 Century Link
 City and County of Denver
 City of Arvada
 City of Federal Heights
 City of Thornton
 City of Westminster
 Colorado Division of Water Resources
 Comcast
 Crestview Water and Sanitation
 Denver Water
 Hyland Hills Park and Recreation
 Jefferson County

Mapleton School District #1
Metro Wastewater Reclamation
North Pecos Water and Sanitation
North Washington Water and Sanitation
Regional Transportation District
Thornton Fire Department
Urban Drainage and Flood Control
Westminster Fire Department
Westminster School District #50



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)

Pomponio Terrace Metropolitan District Service Plan Amendment

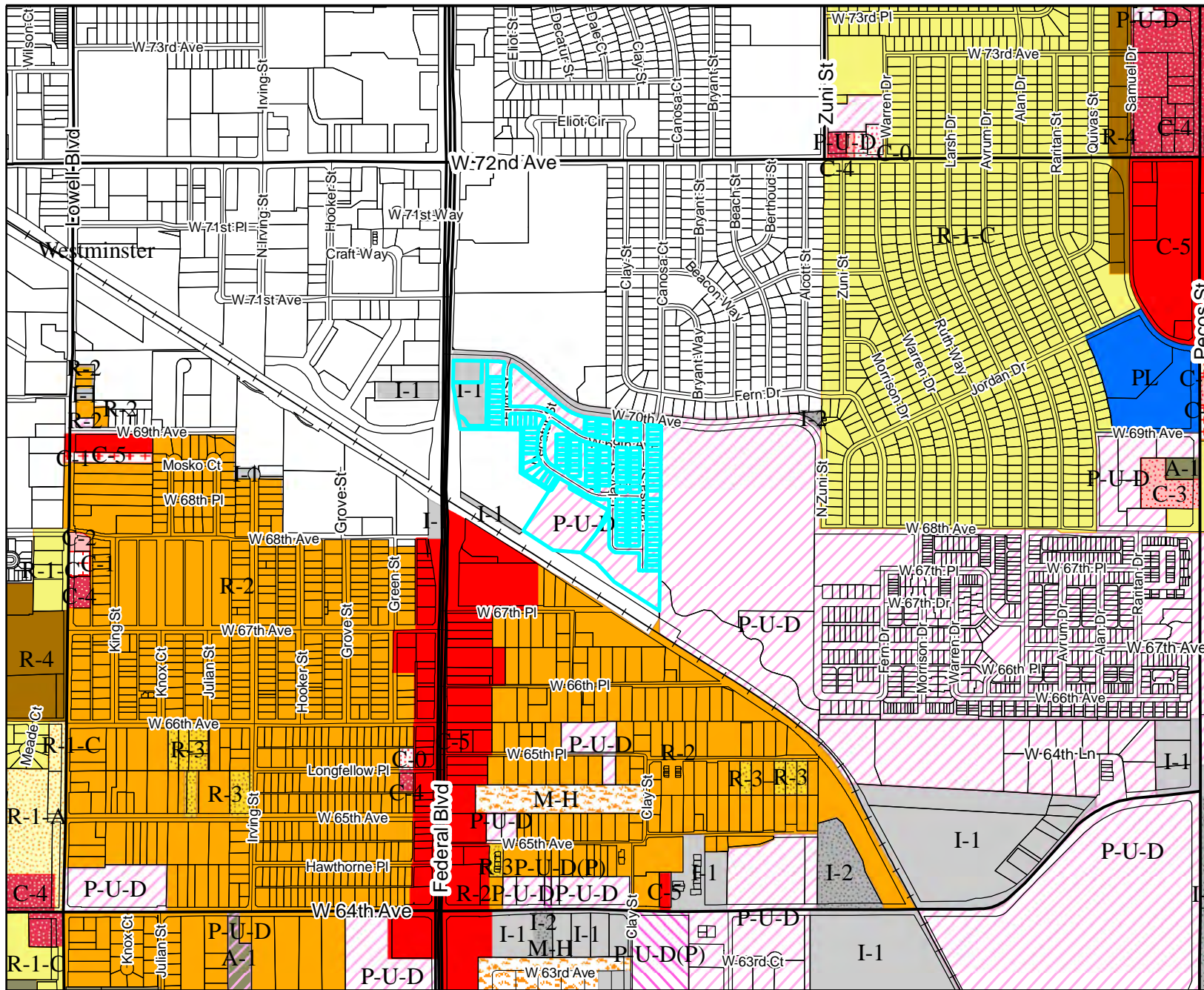
PLN2018-00025



For display purposes only.



This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy



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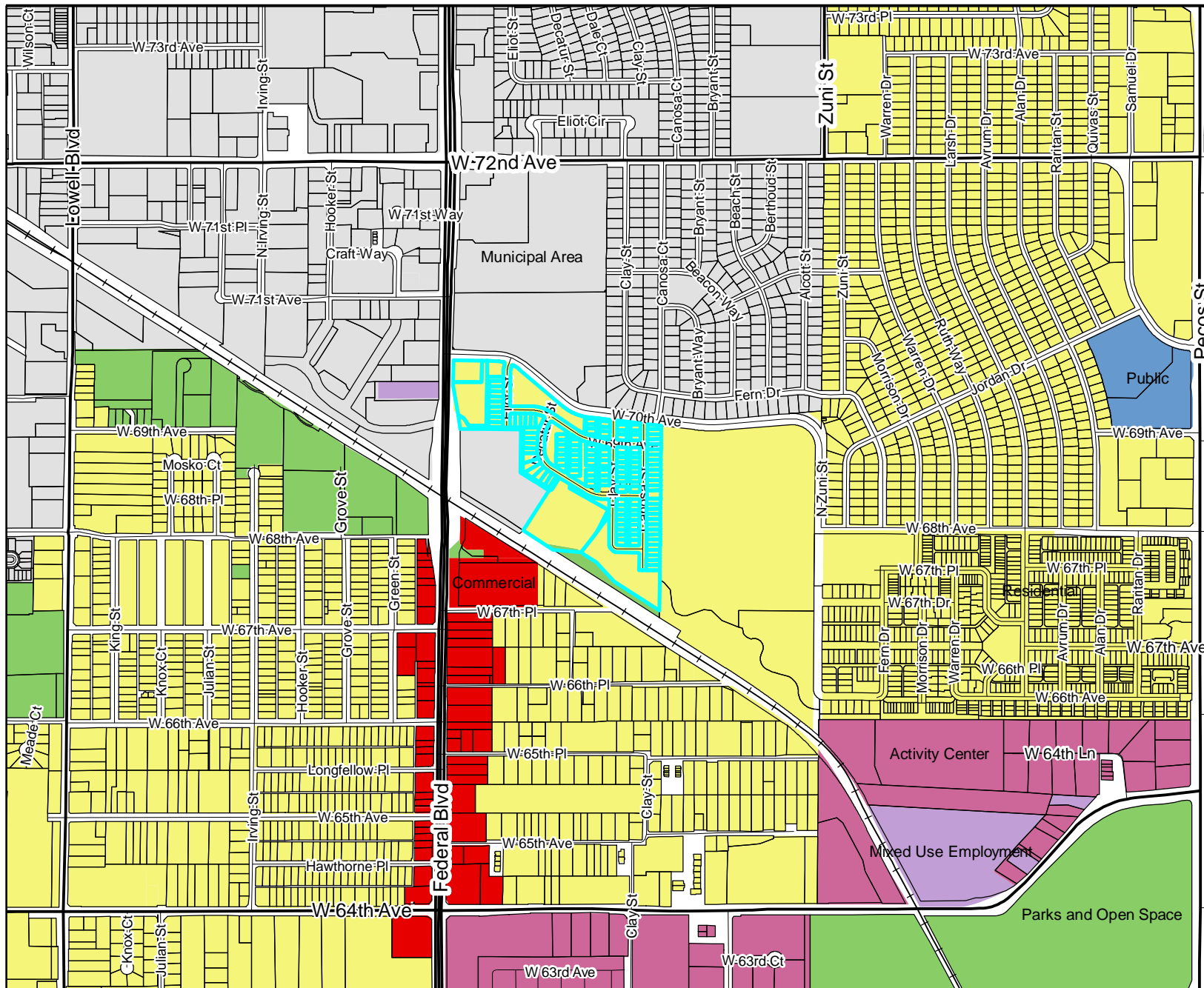
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- P-U-D
- P-U-D(P)

Pomponio Terrace Metropolitan District Service Plan Amendment

PLN2018-00025



For display purposes only.



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WILLIAM P. ANKELE, JR.
JENNIFER GRUBER TANAKA
CLINT C. WALDRON
KRISTIN BOWERS TOMPKINS
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OF COUNSEL:
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WHITE BEAR ANKELE
TANAKA & WALDRON
ATTORNEYS AT LAW

SEAN ALLEN
ZACHARY P. WHITE
CASEY K. LEKAHAL
TRISHA K. HARRIS
HEATHER L. HARTUNG
MEGAN J. MURPHY
EVE M. GRINA
JENNIFER F. KEMP
ALLISON C. FOGG

October 15, 2018

VIA HAND DELIVERY

Emily Collins
Adams County, Development
4430 South Adams County Parkway
1st Floor, W2000
Brighton, CO 80601

**RE: Proposed First Amendment to Service Plan for Pomponio Terrace
Metropolitan District
Formal Submittal of Service Plan
Project Number: PLN2018-00025**

Dear Ms. Collins:

Per your instructions, please accept this one hard copy and one electronic copy of the proposed First Amendment to Service Plan (Amendment) as our formal submittal for consideration by the County pursuant to Chapter 10 of the Adams County Development Standards and Regulations. We have also enclosed a letter with responses to each of the comments we received to the proposed Amendment.

Pursuant to applicable statute, upon the filing of this Amendment with the County, copies must also be filed with the Division of Local Government (along with a form DLG-60), the County Clerk and Recorder and the State Auditor's office. Enclosed for your reference is a form DLG-60. Please advise if you would like for us to file the Amendment with the other appropriate governmental entities on the County's behalf.

Sincerely,

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law


Zachary P. White

Enclosures



STATE OF COLORADO

John W. Hickenlooper, Governor

Department of Local Affairs

Reeves Brown, Executive Director

Division of Local Government

Chantal Unfug, Director

NOTICE OF FILING OF SPECIAL DISTRICT SERVICE PLAN

Pursuant to CRS 32-1-202(1), the County Clerk and Recorder shall notify the Division of Local Government within five days after the filing of a service plan for the formation of a new special district. Please provide the information indicated and return this form to the Division of Local Government.

Name of Proposed District

Filing Date

Type of District Proposed

Date of Hearing

Time of Hearing

Location of Hearing

Contact Person Filing Service Plan

Phone

County Receiving Service Plan

Clerk and Recorder

Date

FORM DLG - 60
(Rev. 6/13)

WILLIAM P. ANKELE, JR.
JENNIFER GRUBER TANAKA
CLINT C. WALDRON
KRISTIN BOWERS TOMPKINS
ROBERT G. ROGERS

OF COUNSEL:
KRISTEN D. BEAR
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TRISHA K. HARRIS
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MEGAN J. MURPHY
EVE M. GRINA
JENNIFER F. KEMP
ALLISON C. FOGG

October 13, 2018

Emily Collins
Adams County, Development Services
4430 S. Adams County Parkway
1st Floor, W2000
Brighton, CO 80601

RE: Pomponio Terrace Metropolitan District; Service Plan Amendment

Dear Ms. Collins:

We have reviewed the comments received from your office to the proposed First Amendment to Service Plan for Pomponio Terrace Metropolitan District. In response to the comments, we have revised the proposed Service Plan Amendment, and addressed each of the comments below. Please accept the enclosed as the final submittal of the Service Plan Amendment.

Planning and Development Services (Emily Collins):

Comment 1: The requested amendment does not provide adequate information as to the need for increased debt limitation and the impact of increasing mill levy on the subject properties within the District's boundaries.

Response 1: The cost estimates attached to the service plan show total estimates costs of public improvements for the District of \$8,600,000, which is an increase from the estimates provided in the original service plan. The increase is due in part to the fact that actual construction has occurred in two of the filings which gives the District a better sense now than when the original service of what the actual construction costs will be. The increase in costs is directly tied to the need to increase the debt limit of the District. The District is not proposing an increase to the mill levy authorized to be imposed on the properties within the District's boundaries.

Comment 2: The plan should include all information from the original service plan and specify the amendments, providing a justification for the changes. If there are specific reasons for the increase in engineering costs since 2016, these need to be clearly stated in the document, as staff may not be supportive of increasing the financial burden on the residents of the district.

Response 2: The proposed amendment is intended to be read in conjunction with the original service plan and, except as provided in the amendment, all information from the original service plan still applies. The amendment includes updated cost estimates which reflect current construction costs based on the development plans that were approved for the project by the county, whereas the original service plan contained cost estimates that were based on estimates for plans that were not final. The proposed amendment also includes an updated financial plan which shows the debt capacity of the District based on current market conditions, home prices, building schedules, and absorption assumptions.

Comment 3: The service needs to include information on the progress of the special district in the implementation of the service plan (i.e. which services are currently provided, what is the status of build-out, include actual engineering costs for Filings 1 and 2 and projected costs for the remainder of the development, etc).

- The majority of the document references improvements that were anticipated for completion in 2016. Please write the document in 2018 current and projected needs, include the improvements completed to date and the actual costs vs. anticipated from 2016 plan approval.
- Filing 3 and 4 improvements may be written as “likely to consist of...” but the construction complete dates need to be updated.

Response 3: The narrative description of the public improvements included in the amendment was left unchanged from the original service plan. We will revise to indicate what improvements have been completed and which remain to be completed.

Comment 4: The mill levy is incorrectly noted on page 5 (stated 50.277)

Response 4: This has been corrected.

Development Services, Engineering (Matt Emmens):

Comment 1: The "Opinion of Probable Cost" document list estimates for "Filing 1, Filing 2...Filing 4" but does not provide detail as to what these expenses are. The Cost estimate should be revised to include more specific information.

Response 1: The updated Exhibit D as described in Section V.C. of the First Amendment to Service Plan includes a narrative description of the improvements necessary for each of the four filings and estimated costs of the Public Improvements necessary to serve the project. The Opinion of Probable Costs includes a “Summary of Costs” which includes lump sum figures for each filing or off-site improvement, and is followed by separate pages which breakout the costs included in each lump sum line item on the Summary of Costs. The costs presented represent the District engineer’s current estimate of what the total costs for the Public Improvements will be. Final costs for the improvements that have been constructed are being completed, and are estimated at this point to be very close to the figures provided in the Opinion of Probable Costs.

Comment 2: The applicant should include a site plan (even if it's not included in the Service Plan) to indicate where these improvements are located.

Response 2: A depiction of the location of the Public Improvements is included in the original Service Plan as Exhibit E. This exhibit remains unchanged.

Finance (Ben Dahlman):

Comment 1: Debt Limitation – “Increases necessary to accomplish a refunding, reissuance or restructuring of Debt shall also not count against the Debt Limitation if a present value savings can be shown” – This maybe a risk to the District, if the debt service payments exceed the Maximum Mill Levy at any point in time or if the interest rate on the debt is anything other than fixed. May need to discuss.

Response 1: The quoted language is already part of the existing service plan for the District. No change is requested with respect to this language. However, in response to the comment, the mill levy the District is permitted to impose for payment of debt is limited by the service plan and cannot be exceeded without a service plan amendment approved by the Board of County Commissioners. Any bond transaction will be structured with a pledge of revenue derived from the maximum mill levy permitted in the service plan. The risk of revenue shortfalls is borne by the bond holders.

Comment 2: Financial Plan – Where are the “District Activities” defined? Cant’ find the definition.

Response 2: District Activities is defined in the service plan for the District which is intended to be read in conjunction with the proposed amendment. The proposed amendment only serves to modify the specific provision of the original service plan, the rest of the document remains intact. The service plan defines “District Activities” as *“any and all function undertaken by the District in accordance with this Service Plan and as permitted under applicable law in order to effectuate the purposes for which the District is organized.”*

Comment 3: Financial Plan – What happens if the PIF (Public Improvement Fee) goes away for some reason? Business closes?

Response 3: As a source of revenue pledge to the repayment of Bonds, any bond transaction is structured to include estimates of the amount of revenue the PIF will produce over time which can be used to pay the bonds. The bondholders ultimately bear the risk that the revenues estimated in the financial plan will be realized.

Comment 4: Financial Plan – Final Paragraph – wording states “...fifty five and two hundred seventy seven thousandths...” – the amount in the brackets needs to match to 55.277(currently shows 50.277).

Response 4: This has been corrected.


Comment 5: Can they provide their most recent audit financial statements?

Response 5: The District has applied for and received exemptions from audit for all years. Audits are typically only required when debt has been issued and when revenues and expenditure exceed \$750,000. Neither has occurred yet for the District.

Should you have any additional comments, please do not hesitate to contact us.

Sincerely,

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

A handwritten signature in blue ink, appearing to read 'Z. White', with a long horizontal flourish extending to the right.

Zachary P. White

**FIRST AMENDMENT
TO
SERVICE PLAN
FOR
POMPONIO TERRACE METROPOLITAN DISTRICT
ADAMS COUNTY, COLORADO**

Prepared by:
WHITE BEAR ANKELE TANAKA & WALDRON
2154 E. Commons Avenue, Suite 2000
Centennial, CO 80122

Approved: _____, 2018

LIST OF UPDATED EXHIBITS

EXHIBIT D Cost Estimates

EXHIBIT F Financial Plan

I. INTRODUCTION

The Service Plan for the Pomponio Terrace Metropolitan District (“**District**”) was approved by the Board of County Commissioners of Adams County (the “**County**”) on April 26, 2016 by Resolution 2016-261 (the “**Service Plan**”). After an election, on December 7, 2016, the District Court in and for Adams County, Colorado issued an Order and Decree organizing the District. The District was organized to, inter alia, finance Public Improvements for the benefit of the residents, property owners, and taxpayers of the District. This First Amendment to the Service Plan (“**First Amendment**”) is intended to be read in conjunction with the Service Plan. Unless the context indicates, all capitalized terms shall have the meaning as set forth in the Service Plan.

The Board of Directors (the “**Board**”) is in the process of preparing to issue Debt in order to finance the cost of a portion of the Public Improvements and has determined it is in the best interest of the residents, property owners, and taxpayers of the District to amend the Service Plan in order clarify certain language, and to increase the District debt authorization based on the current and projected development costs and valuation within the District in order to finance a portion of the Public Improvement costs associated with such development, and in support therefore, to provide updated Public Improvement cost estimates which are may be financed by the District. Updated Exhibits D and F are attached hereto. The remainder of the original Service Plan is left unchanged.

II. AMENDMENTS

1. The following definitions and/or sections of the Service Plan are hereby amended and restated in their entirety as follows:

II. Maximum Mill Levy

Means the maximum mill levy the District is permitted to impose upon the taxable property within the District, and shall be determined as follows: the Maximum Mill Levy shall be fifty (50) mills; provided that if, on or after January 1, 2016, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2016, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation. As of the date of approval of this First Amendment, there has been a change in the ratio of actual valuation to assessed valuation for residential property which has increased the Maximum Mill Levy as it applies to residential property to fifty five and two hundred seventy seven thousandths (55.277).

V.B.4. Debt Limitation.

The District’s Debt Limitation shall be Ten Million Dollars (\$10,000,000). The obligations of the District in IGAs or contracts concerning the funding of operations of the District’s Public

Improvements and services, for which voter approval will be obtained to the extent required by law, will not count against the Debt Limitation. Increases necessary to accomplish a refunding, reissuance or restructuring of Debt shall also not count against the Debt Limitation if a present value savings can be shown.

V.C. Preliminary Engineering Survey/Site Plan.

A preliminary engineering survey depicting the anticipated scope of Public Improvements is attached hereto as **Exhibit E**, and the initial estimated costs of the Public Improvements which may be provided by or through the District is attached hereto as **Exhibit D**. The estimated costs of the Public Improvements total approximately Eight Million Six Hundred Thousand Dollars (\$8,600,000). Actual Public Improvements costs will vary based in part upon the specific requirements and timing related to construction of the Public Improvements. Final planning and design of Public Improvements will depend on the specific matters contained in an Approved Development Plan and therefore the estimates and proposed scope presented herein are conceptual in nature. All facilities will be designed in such a way as to assure that the facility and service standards will be compatible with those of the County and of other municipalities and special districts and any future subdivision improvement agreements, which may be affected thereby.

VI.A. FINANCIAL PLAN – General.

The District shall be authorized to provide for the District Activities from the proceeds of Debt to be issued by the District and from other legally available revenues, including Fees, and revenues derived from the imposition of a public improvement fee (PIF). The Financial Plan for the District shall be to issue such Debt as the District can reasonably pay from time to time based upon the generation of the revenue sources depicted in the Financial Plan, attached hereto as **Exhibit F**. The Financial Plan sets forth projections currently associated with development within the Service Area. Timing associated with issuance of any permitted Debt shall be based upon the pace at which development actually progresses within the Service Area. As a consequence, Debt that the District issues may be issued on a schedule and in such year or years as the District determines shall meet the needs of the District, and may be phased to serve development as it occurs. The Financial Plan provides an illustration of how the Public Improvements and other services of the District may be financed; however, the final terms of Debt financing is likely to be different and shall be determined by the District, subject to the key limiting parameters established within this Service Plan. As further described in the Financial Plan, the District anticipates issuing approximately Seven Million Dollars (\$7,000,000) of Debt. The actual amount of Debt may increase or decrease, dependent upon the timing with respect to actual build-out, actual home prices and, ultimately actual assessed value that is established within the District. Notwithstanding, the District shall not be permitted to issue Debt in excess of the Debt Limitation or that pledges a Maximum Mill Levy to pay the Debt in excess of the Maximum Mill Levy established hereunder.

The PIF will be implemented through a private covenant recorded against the commercial property within the District with the consent of the property owners. Revenue from the PIF represents a discrete portion of the overall Financial Plan for the District. Revenue derived from

the PIF is necessary for financing the construction of regional improvements including the new off-site and onsite water improvements including the 16" water main, and the new sewer improvements that will directly benefit and serve the existing commercial properties and the project as a whole.

The District anticipates that it will be necessary to impose a debt service mill levy of fifty five and two hundred seventy seven thousandths (55.277) mills (subject to further adjustment authorized in Section VI.C.) upon all taxable property within the District, beginning with the year 2018 for collection in 2019. Notwithstanding, mill levies may be certified by the District as necessary to cover debt service requirements in an amount not to exceed the Maximum Mill Levy.

III. EFFECT OF FIRST AMENDMENT; EFFECTIVE DATE

Except as specifically amended as set forth above, all other provisions of the Service Plan shall remain in full force and effect. To the extent there are any inconsistencies between this First Amendment and the Service Plan, this First Amendment shall control. The effective date of this First Amendment shall be _____, 2018.

EXHIBIT D

(Cost Estimates)

Pursuant to Section 10-05-03-02-05 of the Adams County Special District Guidelines and Regulations, a description and cost estimates for all Public Improvements are attached.

Pomponio Terrace Metropolitan District Description of Facilities and Cost

Offsite Water Improvements

The offsite water improvements consist of water line demolition and new water line construction associated with serving the planned uses in the District. The water line construction begins in the right-of-way along Federal Blvd and includes demolition of existing AC water main, removal/abandonment of an existing 6" fire line, and removal of existing fire hydrants. The new water line is installed in approximately the same location as the demolished line along the Federal Blvd. right of way. The new line along Federal consists primarily a 16" PVC water line with associated valves, bends, couplers, valves, check valves, plugs and connections to existing lines. Additionally, the water line extension along Federal includes installation of new fire hydrants in various locations along the route.

At the intersection of Federal Blvd. and W. 70th Ave the 16" water line turns towards the east and follows the alignment of W. 70th Ave. The construction of this 16" water line required demolition and reconstruction of the center lane of W. 70th Ave. for approximately 3,400 LF and connects to an existing 20" water line located at the intersection of W. 68th Ave and W. 70th Ave. Extensive traffic control was required for the installation and reconstruction along W. 70th Ave. Additionally, the District work will include erosion control measures including, concrete washouts, construction fencing, inlet protection, portable toilet protection, silt fence, erosion control maintenance, street sweeping, temporary seeding, stabilized construction entrance, and an erosion control supervisor to meet the storm water protection requirements of Adams County.

Construction of the offsite water improvements is completed. Below is a summary of the work included in the offsite water improvements, and the costs are described in the Opinion of Probable Costs section in this Exhibit.

Offsite Water Improvements

The following are included in the District facilities.

Demolition:

The demolition scope for the offsite water improvements include removal of AC (asbestos containing) pipe, removal of non-AC pipe, removal of existing fire hydrant and associated items, and removal of existing water meter pits and partial service line.

Erosion Control:

The erosion control scope for the offsite water improvements include concrete washouts, construction fencing, inlet protection, portable toilet protection, silt fence, erosion control maintenance, street sweeping, temporary seeding, stabilized construction entrance, and an erosion control supervisor.

Utility Installation:

The erosion control scope for the offsite water improvements include installation of the proposed water line extension, all required asphalt removal and repairs, sanitary sewer line installation to properties within the metropolitan district, required surveying, installation of fire hydrants and domestic water lines to facilities within the district.

Off Site Sanitary Sewer Improvements

The Off Site Sanitary improvements include erosion control associated with the improvements as well improvements to the outflow sanitary sewer line from the existing Metro District outfall to a connection point at 64th Ave, as directed by the Crestview Water and Sanitation District.

It is currently anticipated that construction of the Off Site Sanitary Improvements will begin in 2019 and will be completed in 2019. Below is a summary of the work included in the offsite water improvements, and the costs are described in the Opinion of Probable Costs section in this Exhibit.

Off Site Sanitary Sewer Improvements

The following are included in the Metropolitan District facilities.

Off Site Sewer Through Martin Marietta

This estimated scope include water line installation from the existing regional trail facility, through the Martin Marietta property, through the roadway and right of way at W. 64th Lane. The scope includes estimated cost for the added sanitary line, cost to obtain easement from property owners, mill and overlay of the roadway after installation, and full depth patch at the line location.

Sanitary Sewer North of the Trail:

The scope for the sanitary sewer line north of the trail improvements include installation additional sanitary sewer line (approx. 4,035 LF) of 12" pipe from the current metro district connection to the Crestview System to a new connection point as required by Crestview Water and Sanitation District. The cost also include a dewatering allowance, siltation control, permit costs, regional trail demolition and replacement, manholes, surveying, contingency, engineering, geotechnical engineering and testing, and landscaping repair.

Overall Site Erosion Control

The overall site erosion control work associated with the District includes erosion control items that are required to complete the additional work required within the District. These items are required to comply with the site specific Storm Water Pollution Prevention Plan and to comply with the erosion control required of Adams County.

The overall site erosion control work includes concrete washouts, construction fencing, inlet protection, portable toilet protection, silt fence, erosion control maintenance, street sweeping, temporary seeding, stabilized construction entrance, and an erosion control supervisor.

It is currently anticipated that construction of the overall site erosion control will begin in the summer of 2016 and will be completed at the completion of the remaining metropolitan district work, anticipated in 2019. Below is a summary of the work included in the offsite water improvements, and the costs are described in the Opinion of Probable Costs section in this Exhibit.

Overall Site Erosion Control Improvements

The following are included in the District facilities.

Erosion Control:

The erosion control scope for the overall site erosion control improvements include concrete washouts, construction fencing, inlet protection, portable toilet protection, silt fence, erosion control maintenance, street sweeping, temporary seeding, stabilized construction entrance, and an erosion control supervisor.

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Filing 1 Improvements

Filing 1 consists of approximately 8.7 acres and consist of single-family residential units. The Filing 1 District improvements consist of erosion control, grading at roadway and utility locations, improvements at W. 70th Ave., site roadway improvements, and utility installation within the filing. The filing includes roadway construction starting with an entrance from the south side of W. 70th Ave onto the filing. This roadway then provides circulation through the filing and consists of 6.5" asphalt paving, curb and gutter, 5' wide sidewalk installation, and site lighting. Additionally, 5" thick concrete alleys located between the single family home lots have been constructed. The roadway work includes 5' depth over- excavation and compaction of subgrade material as well as rough and fine grading, surveying, and landscaping at the metropolitan district facilities. Additional provisions have been included for erosion control requirements within the filing.

In addition to the roadways within Filing 1 improvements to the existing W. 70th Ave. roadway were constructed. This construction included curb and gutter, a 5' wide sidewalk, 8" thick cross pan at the entrance to the filing, and asphalt patching required to match grades with W. 70th Ave. and the new curb and gutter installation.

A new water, sanitary sewer, and storm sewer lines were also be constructed within the metropolitan district. An 8" water line loop was installed throughout the roadways as well as domestic water line stubs with meter pits into each single family home lot. The sanitary sewer line was installed beneath the alleys with connection to an existing sanitary line located on the south east portion of the filing. Sanitary sewer stubs were also installed to each single family lot. The storm sewer construction is anticipated to include storm pipe servicing Filing 1 in various sizes, curb inlets to convey water to an on-site detention pond, as well as installation of a detention pond with trickle channel and outlet structure.

Construction of the Filing 1 improvements began in the summer of 2016 and was completed in 2018. Below is a summary of the work included in the offsite water improvements, and the costs are described in the Opinion of Probable Costs section in this Exhibit.

Filing 1 Improvements

The following are included in the District facilities.

Erosion Control:

The erosion control scope for the Filing 1 improvements include concrete washouts, construction fencing, inlet protection, portable toilet protection, silt fence, erosion control maintenance, street sweeping, temporary seeding, stabilized construction entrance, and an erosion control supervisor.

Grading:

The grading scope for the Filing 1 improvements includes the following only at site roadway locations: over-excavation to 5' depth, cut to fills, clear and grubbing, rough grading, fine grading, backfill at curbs, surveying, and landscape allowance.

W. 70th Ave. Improvements:

The W. 70th Ave. scope for the Filing 1 improvements includes curb and gutter, 5' wide sidewalk, 8" thick concrete cross pan, and patching asphalt at new integration to curb.

Interior Roadway Improvements:

The interior roadway scope for the Filing 1 improvements include the following: curb and gutter, 5' wide sidewalks, 6.5" thick full depth asphalt paving, 5" thick concrete paving at alleys, sidewalk at the Dry Creek Trail connection, and street light installation.

Utility Installation:

The utility scope for the Filing 1 improvements include installation of site water line loop, service lines to each proposed lot, fire hydrants, sanitary sewer mains, sanitary sewer service lines to each proposed lot, storm sewer line installation in various sizes, inlets, manholes, and detention pond construction.

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Filing 2 Improvements

Filing 2 consists of approximately 8.7 acres and consist of single-family residential units. The Filing 2 District improvements consist of erosion control, grading at roadway and utility locations, improvements at W. 70th Ave., site roadway improvements, and utility installation within the filing. The filing includes roadway construction starting with an entrance from the south side of W. 70th Ave onto the filing. This roadway provides circulation through the filing and consist of 6.5" asphalt paving, curb and gutter, 5' wide sidewalk installation, and site lighting. Additionally, 5" concrete alleys located between the single family home lots were constructed. The roadway work includes 5' depth over- excavation and compaction of subgrade material as well as rough and fine grading, surveying, and landscaping at the metropolitan district facilities. Additional provisions were included for erosion control requirements within the filing.

In addition to the roadways within Filing 2 the improvements to the existing W. 70th Ave. roadway were constructed. This construction included curb and gutter, a 5' wide sidewalk, 8" thick cross pan at the entrance to the filing, and asphalt patching required to match grades with W. 70th Ave. and the new curb and gutter installation.

A new water, sanitary sewer, and storm sewer lines were also constructed within the District. An 8" water line loop was installed throughout the roadways as well as domestic water line stubs with meter pits into each single family home lot. The sanitary sewer line was installed beneath the alleys with connection to an existing sanitary line and main installed as part of Filing 1. Sanitary sewer stubs were installed to each single family lot. The storm sewer construction is anticipated to include storm pipe servicing Filing 2 in various sizes, curb inlets to convey water to an on-site detention pond, as well as connection to the storm system installed in Filing 1 with eventual connection to the on-site detention pond as part of Filing 1.

Construction of the Filing 2 improvements began in the summer of 2016 and was completed in 2018. Below is a summary of the work included in the offsite water improvements, and the costs are described in the Opinion of Probable Costs section in this Exhibit.

Filing 2 Improvements

The following are included in the District facilities.

Erosion Control:

The erosion control scope for the Filing 2 improvements include concrete washouts, construction fencing, inlet protection, portable toilet protection, silt fence, erosion control maintenance, street sweeping, temporary seeding, stabilized construction entrance, and an erosion control supervisor.
Cost

Grading:

The grading scope for the Filing 2 improvements includes the following only at site roadway locations: over-excavation to 5' depth, cut to fills, clear and grubbing, rough grading, fine grading, backfill at curbs, surveying, and landscape allowance.

W. 70th Ave. Improvements:

The W. 70th Ave. scope for the Filing 2 improvements includes curb and gutter, 5' wide sidewalk, 8" thick concrete cross pan, and patching asphalt at new integration to curb.

Interior Roadway Improvements:

The interior roadway scope for the Filing 2 improvements include the following: curb and gutter, 5' wide sidewalks, 6.5" thick full depth asphalt paving, 5" thick concrete paving at alleys, sidewalk at the Dry Creek Trail connection, and street light installation.

Utility Installation:

The utility scope for the Filing 2 improvements include installation of site water line loop, service lines to each proposed lot, fire hydrants, sanitary sewer mains, sanitary sewer service lines to each proposed lot, storm sewer line installation in various sizes, inlets, manholes, and detention pond construction.

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Filing 3 Improvements

Filing 3 consists of approximately 2.5 acres and will likely consist of single-family attached units. The Filing 3 District improvements consist of erosion control, W 70th Ave. improvements, and utility stubs into the filing lot. The other work associated with these lots are currently planned to be completed at a later date and are not anticipated to be part of the current District.

It is currently anticipated that construction of the Filing 3 improvements will begin in 2019 and will be completed in 2020. It is currently anticipated that c

Filing 3 Improvements

The following are included in the Metropolitan District facilities.

Erosion Control:

The erosion control scope for the Filing 3 improvements include concrete washouts, construction fencing, inlet protection, portable toilet protection, silt fence, erosion control maintenance, street sweeping, temporary seeding, stabilized construction entrance, and an erosion control supervisor.

W. 70th Ave. Improvements:

The W. 70th Ave. scope for the Filing 3 improvements includes curb and gutter, 5' wide sidewalk, 8" thick concrete cross pan, and patching asphalt at new integration to curb.

Utility Installation:

The utility scope for the Filing 3 improvements include installation of site water line loop, service lines to each proposed lot, fire hydrants, sanitary sewer mains, sanitary sewer service lines to each proposed lot, storm sewer line installation in various sizes, inlets, manholes, and detention pond construction.

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Filing 4 Improvements

Filing 4 consists of approximately 5.3 acres and will likely consist of single-family attached units. The Filing 4 District improvements consist of erosion control and utility stubs into the filing lot. The other work associated with these lots are currently planned to be completed at a later date and are not anticipated to be part of the current District.

It is currently anticipated that construction of the Filing 4 improvements will begin in 2019 and will be completed in 2020. It is currently anticipated that c

Filing 4 Improvements

The following are included in the District facilities.

Erosion Control:

The erosion control scope for the Filing 4 improvements include concrete washouts, construction fencing, inlet protection, portable toilet protection, silt fence, erosion control maintenance, street sweeping, temporary seeding, stabilized construction entrance, and an erosion control supervisor.

Utility Installation:

The utility scope for the Filing 4 improvements include installation of site water line loop, service lines to each proposed lot, fire hydrants, sanitary sewer mains, sanitary sewer service lines to each proposed lot, storm sewer line installation in various sizes, inlets, manholes, and detention pond construction.

Federal Blvd. Improvements

The Federal Blvd. improvements include erosion control associated with the improvements as well improvements at the intersection of Federal Blvd. and the District boundaries.

Construction of the Federal Blvd. Improvements is complete. It is currently anticipated that c

Federal Blvd. Improvements

The following are included in the District facilities.

Erosion Control:

The erosion control scope for the Federal Blvd. improvements include concrete washouts, construction fencing, inlet protection, portable toilet protection, silt fence, erosion control maintenance, street sweeping, temporary seeding, stabilized construction entrance, and an erosion control supervisor.

Federal Roadway Improvements:

The scope for the Federal Roadway improvements include installation of curb and gutter, 5' wide sidewalk along Federal Blvd., construction of concrete cross pan at commercial sites, demolition along the Federal Blvd. right of way, and repair of landscaping at the Federal Blvd. right of way.

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OPINION OF PROBABLE COST

Pomponio Terrace- Summary Of Costs

This estimate is prepared as a guide and is subject to possible changes. It has been prepared to a standard of accuracy that, to the best of our knowledge and judgment, is sufficient to satisfy our understanding of the purpose of this estimate. Premier Facility Constructors, LLC makes no warranty, either expressed or implied, as to the accuracy of this estimate.



Premier Facility Constructors
4500 Cherry Creek Drive South, #1060
Denver, CO 80246
Contact: Kurt Haslag
Ph. 720-253-0090

Original Preparation: 7/9/2018
Project: Pomponio Terrace Summary
Project Location: W. 70th Ave. and Federal Blvd.
Adams County, Colorado
Premier Project #: 100

Summary Of Estimates:		
Off Site Water	\$1,876,731	
Overall Site Erosion Control for Utility Installation	\$69,996	
Filing 1	\$2,207,346	
Filing 2	\$1,824,480	
Filing 3	\$71,263	Estimated
Filing 4	\$40,437	Estimated
Off Site Sewer Improvements	\$1,429,192	Estimated
Sub Total		\$7,519,444
Soft Costs		
Permitting/Land Dedication Fees	\$264,965	
Engineering (2.5%)	\$187,986	
Construction Management (5%)	\$156,417	
Materials Testing (2%)	\$217,418	
County/Crestview/Other Surety Bonds (2%)	\$127,250	
District Formation Fees	TBD	
Sub Total Soft Costs		\$ 954,036
	Project Grand Total	\$ 8,473,480

Project Notes/Assumptions:

Please see detailed sheets for additional information included in this summary.

OPINION OF PROBABLE COST
Pomponio Terrace- Offsite Water Improvements

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Premier Facility Constructors
4500 Cherry Creek Drive South, #1060
Denver, CO 80246
Contact: Kurt Haslag
Ph. 720-253-0090

Original Preparation: 7/9/2018
Project: Pomponio Terrace Offsite Water
Project Location: W. 70th Ave. and Federal Blvd.
Adams County, Colorado
Premier Project #: P-110

DEMOLITION	Quantity	Unit Price	Unit	Unit Cost	Subtotal	Comments/Assumptions
Removal of Asphalt Paving	3,200	\$3.91	SY	\$12,512.00		
Removal of Concrete Ramp	1	\$408.89	EA	\$408.89		
Removal of Curb and Gutter	115	\$7.11	LF	\$817.65		
Removal/Abandon CI Pipe	455	\$19.86	LF	\$9,036.30		
Removal/Abandon non AC pipe	2,978	\$16.57	LF	\$49,345.46		
Remove DIP Line to Fire Hydrant	164	\$7.74	LF	\$1,269.36		
Remove Existing Meter, Pit, Service Line	1	\$635.08	EA	\$635.08		
Remove Fire Hydrant	3	\$423.37	EA	\$1,270.11		
SUBTOTAL					\$75,294.85	

UTILITY- WATER SERVICE, SANITARY	Quantity	Unit Price	Unit	Unit Cost	Subtotal	Comments/Assumptions
Domestic Water Meter, Pit, Curb Stop	2	\$2,773.06	LF	\$5,546.12		
Connection to existing main	4	\$1,153.78	EA	\$4,615.12		
Water Main 6" DIP Pipe	222	\$44.78	LF	\$9,941.16		
Water Main 6" PVC	44	\$33.68	LF	\$1,481.92		
Water Main 16" Pipe Under 70th Ave	3,392	\$87.17	LF	\$295,680.64		
Water Main 16" Pipe at Federal Ave	1,447	\$87.17	LF	\$126,134.99		
6" Gate Valve	8	\$1,288.17	EA	\$10,305.36		
16" Butterfly Valve	7	\$24,417.73	EA	\$170,924.11		
16" Bends and Fittings	31	\$2,300.65	EA	\$71,320.15		
Fire Hydrants	5	\$6,292.31	EA	\$31,461.55		
CLA-VAL	1	\$77,785.46	EA	\$77,785.46		
6" PRV and 6' vault	1	\$57,806.57	EA	\$57,806.57		
2" AV Assembly	1	\$12,036.17	EA	\$12,036.17		
Existing 12" line to be lined	130	\$258.23	LF	\$33,569.90		
New 8" Sanitary Adjacent to Apartments	215	\$58.64	LF	\$12,607.60		
Sanitary Manhole in 70th	2	\$3,369.56	EA	\$6,739.12		
Traffic Control	1	\$28,500.00	LS	\$28,500.00		
Asphalt Patch at 70th	3,200	\$41.44	SY	\$132,608.00		
Jet and Clean Sanitary	215	\$1.40	LF	\$301.00		
Repair Asphalt Commercial driveways at water line installation	1	\$27,861.00	EA	\$27,861.00		
Jet and Camera Storm	1	\$1.40	LF	\$1.40		
Change to Gate Valves, add 16" Valves	10	\$19,923.90	LF	\$199,239.00		
			EA	\$0.00		
New Asphalt At 70th Ave	1	\$84,300.00	LS	\$84,300.00		
Curb, Gutter, Sidewalk at 70th Ave	1	\$81,415.00	LS	\$81,415.00		
Surveying	1	\$42,000.00	EST	\$42,000.00		
SUBTOTAL					\$1,524,181.34	

Pomponio Terrace- Offsite Water Improvements		\$1,599,476.19
Summation		
Mobilization	3.5%	\$13,357.04 10% maximum
General Conditions	5%	\$115,751.00 Typically 5% to 12%
Surety Bonds	2%	\$8,766.00 Typically 1% to 3%
Contingency	12%	\$33,750.00 (Conceptual 15-20%, Planning 10-15%, CDs 5-10%)
Subtotal		\$1,771,100.23
OH&P	6.0%	\$105,631.00 Typical 6% to 9%

Project Grand Total \$1,876,731

Project Notes/Assumptions:

This estimate is based upon Premier Facility Constructors review of the preliminary design documents. Costs are based on current estimated prices, with no provisions made for inflation.

Water line unit price costs include complete installation -trenching, backfilling, finish work, etc. included in LF cost.

This estimate does not include the following items:

- Does not include any on-site water costs. All work in this spreadsheet is for off-site water work.
- Permitting, Development Fees, or tap/water system development fees
- Land Costs or Broker Fees

No geotechnical, traffic or environmental studies have been reviewed for the completion of this estimate.

No environmental mitigation requirements are included. We have not included any costs for dewatering or excess water removal.

Costs assume Filing 1 and Filing 2 being completed concurrently.

OPINION OF PROBABLE COST

Pomponio Terrace- Overall Site Erosion Control for Utility Installation

This estimate is prepared as a guide and is subject to possible changes. It has been prepared to a standard of accuracy that, to the best of our knowledge and judgment, is sufficient to satisfy our understanding of the purpose of this estimate. Premier Facility Constructors, LLC makes no warranty, either expressed or implied, as to the accuracy of this estimate.



Premier Facility Constructors
4500 Cherry Creek Drive South, #1060
Denver, CO 80246
Contact: Kurt Haslag
Ph. 720-253-0090

Original Preparation: 1/15/2016
Project: Pomponio Terrace Overall Site Grading
Project Location: W. 70th Ave. and Federal Blvd.
Adams County, Colorado
Premier Project #: P-110

EROSION CONTROL	Quantity	Unit Price	Unit	Unit Cost	Subtotal	Comments/Assumptions
Concrete Washout	0	\$900.00	EA	\$0.00		
Construction Fence	5,820.00	\$4.00	LF	\$23,280.00		
Inlet Protection	15	\$45.00	EA	\$675.00		
Portable Toilet Protection	5	\$250.00	EA	\$1,250.00		
Silt Fence	5,820	\$2.00	LF	\$11,640.00		
Erosion Control Maintenance	1	\$3,500.00	MO	\$3,500.00		
Street Sweeping (Sediment Removal)	40	\$130.00	HR	\$5,200.00		
Stabilized Construction Entrance - VTC	3	\$2,400.00	EA	\$7,200.00		
Erosion Control Supervisor	8	\$145.00	DY	\$1,160.00		1/4 of Const. Work Days
SUBTOTAL					\$53,905.00	

Pomponio Terrace- Overall Site Erosion Control for Utility Installation Summation		\$53,905.00
Mobilization	3.5%	\$1,886.68 10% maximum
General Conditions	5%	\$2,695.25 Typically 5% to 12%
Surety Bonds	2%	\$1,078.10 Typically 1% to 3%
Contingency	12%	\$6,468.60 (Conceptual 15-20%, Planning 10-15%, CDs 5-10%)
Subtotal		\$66,033.63
OH&P	6.0%	\$3,962.02 Typical 6% to 9%

Project Grand Total	\$69,996
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Project Notes/Assumptions:

This estimate is based upon Premier Facility Constructors review of the preliminary design documents

Costs are based on current estimated prices, with no provisions made for inflation.

This estimate does not include the following items:

a. Permitting and Development Fees

b. Land Costs or Broker Fees

No geotechnical, traffic or environmental studies have been reviewed for the completion of this estimate

No environmental mitigation requirements are included. We have not included any costs for dewatering or excess water removal

Costs assume Filling 1 and Filling 2 being completed concurrently.

OPINION OF PROBABLE COST
Pomponio Terrace- Filing 1

This estimate is prepared as a guide and is subject to possible changes. It has been prepared to a standard of accuracy that, to the best of our knowledge and judgment, is sufficient to satisfy the understanding of the purpose of this estimate. Premier Facility Constructors, LLC makes no warranty, either expressed or implied, as to the accuracy of this estimate.



Premier Facility Constructors
4500 Cherry Creek Drive South, #1060
Denver, CO 80246
Contact: Kurt Haslag
Ph. 720-253-0090

Original Preparation: 1/15/2016
Project: Pomponio Terrace Filing 1
Project Location: W. 70th Ave. and Federal Blvd,
Adams County, Colorado
Premier Project #: P-110

EROSION CONTROL	Quantity	Unit Price	Unit	Unit Cost	Subtotal	Comments/Assumptions
Concrete Washout	25	\$900.00	EA	\$22,500.00		
Inlet Protection	6	\$45.00	EA	\$270.00		
Portable Toilet Protection	5	\$250.00	EA	\$1,250.00		
Silt Fence	3,752	\$2.00	LF	\$7,504.00		
Erosion Control Maintenance	4	\$3,500.00	MO	\$14,000.00		
Street Sweeping (Sediment Removal)	80	\$130.00	HR	\$10,400.00		
Temporary Seeding at completion of work	378,099.20	\$0.10	SF	\$37,809.92		Seeding only, no comp/irrigation or watering
Stabilized Construction Entrance - VTC	2	\$2,400.00	EA	\$4,800.00		
Erosion Control Supervisor	20	\$145.00	DY	\$2,900.00		1/4 of Const. Work Days

SUBTOTAL \$101,433.92

Grading	Quantity	Unit Price	Unit	Unit Cost	Subtotal	Comments/Assumptions
Over-Excavation at Roadways- 5'	17,071	\$3.00	EA	\$51,213.67		
Site cut and fills- assume 2' at roadway and walks	6,828	\$3.00	CY	\$20,484.67		
Clear and Grub at roads and walks	92,181	\$0.05	SF	\$4,609.05		
Rough Grade at roads and walks	92,181	\$0.10	SF	\$9,218.10		
Fine grade at roads and walks	92,181	\$0.10	SF	\$9,218.10		
Backfill at curb area	173	\$25.00	LF	\$4,325.00		
Landscaping Allowance	1	\$50,000.00	EST	\$50,000.00		
Surveying	1	\$35,000.00	EST	\$35,000.00		

SUBTOTAL \$184,073.99

70th Ave. Improvements	Quantity	Unit Price	Unit	Unit Cost	Subtotal	Comments/Assumptions
Curb and Gutter at 70th Ave	473	\$12.00	LF	\$5,676.00		
5' Wide Sidewalk	2,365	\$3.75	SF	\$8,868.75		
8" concrete cross pan at entrance	995	\$7.50	SF	\$7,462.50		
Patch at integration at new curb and gutter	473	\$20.00	LF	\$9,460.00		

SUBTOTAL \$31,467.25

Interior Roadway Improvements	Quantity	Unit Price	Unit	Unit Cost	Subtotal	Comments/Assumptions
Curb and gutter at interior roadways	4,206	\$12.00	LF	\$50,472.00		
Sidewalk at interior roadways- 5' wide	21,030	\$3.75	SF	\$78,862.50		
On Site Roadway- Assume residential designation. 6.5' thick full depth asphalt	7,795	\$26.00	SY	\$202,672.89		
Concrete alley between Homes- 5'	18,220	\$5.25	SF	\$95,655.00		Assume interlocked concrete
Sidewalk at Dry Creek Trail Connection	2,080	\$4.00	SF	\$8,320.00		
Street Lights	10	\$5,675.00	LF	\$56,750.00		

SUBTOTAL \$494,732.39

Utilities	Quantity	Unit Price	Unit	Unit Cost	Subtotal	Comments/Assumptions
Fire Hydrant	6	\$4,850.00	LF	\$29,100.00		
8" Water Line	2,647	\$38.40	LF	\$101,644.80		
3/4" Copper Service Line to pad lots	2,111	\$33.60	LF	\$70,929.60		
8" Water line bends and fittings	10	\$600.00	EA	\$6,000.00		
6" DIP Line to Fire Hydrants	140	\$46.80	LF	\$6,552.00		
Water Meter Pits at each pad	68	\$1,449.60	EA	\$98,572.80		
Water Line Connection to Existing	1	\$1,500.00	EA	\$1,500.00		
8" Water line valve	15	\$1,800.00	EA	\$27,000.00		
8" Sanitary Sewer Line	1,393	\$45.60	LF	\$63,520.80		
4" Sanitary Sewer Stub to each pad	503	\$34.80	LF	\$17,504.40		
Sanitary Sewer tap to existing line at east side	20	\$1,080.00	EA	\$21,600.00		
Sanitary Sewer Manholes	6	\$2,160.00	EA	\$12,960.00		
Sanitary Taps to Each Lot	68	\$240.00	EA	\$16,320.00		
Sanitary Line to service Goodwill	1,030	\$42.00	LF	\$43,260.00		
Sanitary Manhole at service to Goodwill	5	\$2,160.00	EA	\$10,800.00		
Connect to existing sanitary sewer main	1	\$1,500.00	EA	\$1,500.00		
18" RCP Storm Pipe	356	\$62.40	LF	\$22,214.40		
24" RCP Storm Pipe	448	\$69.60	LF	\$31,180.80		
36" RCP Storm Pipe	365	\$114.00	LF	\$41,610.00		
42" RCP Storm Pipe	354	\$174.00	LF	\$61,596.00		
48" RCP Storm Pipe	64	\$204.00	LF	\$13,056.00		
5' Type R Curb Inlet	8	\$4,320.00	EA	\$34,560.00		
10' Type R Curb Inlet	1	\$5,880.00	EA	\$5,880.00		
Storm Manhole	6	\$3,120.00	EA	\$18,720.00		
Concrete Trickle Channel at Pond	191	\$64.80	LF	\$12,376.80		
Concrete Outlet Structure at Detention Pond	1	\$24,000.00	EA	\$24,000.00		
36" Outfall pipe from pond	94	\$114.00	LF	\$10,716.00		
Rip Rap overflow at detention pond	9,945	\$8.40	SF	\$83,538.00		

SUBTOTAL \$888,212.40

Pomponio Terrace- Filing 1 Summation		\$1,699,919.95
Mobilization	3.5%	\$59,437.20 10% maximum
General Conditions	5%	\$84,996.00 typically 1% to 12%
Surety Bonds	2%	\$33,998.40 typically 1% to 3%
Contingency	12%	\$203,990.39 (Conceptual 15-20%, Planning 10-15%, CD 5-10%)
Subtotal		\$2,082,401.94
OH&P	5.0%	\$124,544.12 typical 8% to 9%
Project Grand Total		\$2,207,346

Project Notes/Assumptions:

This estimate is based upon Premier Facility Constructors review of the preliminary design documents.
Costs are based on current estimated prices, with no provisions made for inflation.
This estimate does not include the following items:
a. Permitting and Development Fees
b. Land Costs or Broker Fees
No geotechnical, traffic or environmental studies have been reviewed for the completion of this estimate.
No environmental mitigation requirements are included. We have not included any costs for dewatering or excess water removal.
Costs assume Filing 1 and Filing 2 being completed concurrently.

OPINION OF PROBABLE COST
Pomponio Terrace- Filing 2

This estimate is prepared as a guideline and is subject to possible changes. It has been prepared to a standard of accuracy that, to the best of our knowledge and judgment, is sufficient to satisfy our understanding of the purpose of this estimate. Premier Facility Constructors, LLC makes no warranty, either expressed or implied, as to the accuracy of this estimate.



Premier Facility Constructors
4500 Cherry Creek Drive South, #1060
Denver, CO 80246
Contact: Kurt Haslag
Ph. 720-253-0090

Original Preparation: 1/15/2016
Project: Pomponio Terrace Filing 2
Project Location: W. 70th Ave. and Federal Blvd.
Adams County, Colorado
Premier Project #: P-110

EROSION CONTROL	Quantity	Unit Price	Unit	Unit Cost	Subtotal	Comments/Assumptions
Concrete Washout	25	\$900.00	EA	\$22,500.00		
Inlet Protection	0	\$25.00	EA	\$0.00		
Portable Toilet Protection	5	\$250.00	EA	\$1,250.00		
Silt Fence	3,969	\$2.00	LF	\$7,938.00		
Erosion Control Maintenance	4	\$3,500.00	MO	\$14,000.00		
Street Sweeping (Sediment Removal)	80	\$130.00	HR	\$10,400.00		
Temporary Seeding at completion of work	379,084.00	\$0.10	SF	\$37,908.40		Seeding only, no fertilization or watering.
Stabilized Construction Entrance - VTC	2	\$2,400.00	EA	\$4,800.00		
Erosion Control Supervisor	20	\$145.00	DY	\$2,900.00		1/4 of Const. Work Days
SUBTOTAL					\$101,696.40	

Grading	Quantity	Unit Price	Unit	Unit Cost	Subtotal	Comments/Assumptions
Over-Excavation at Roadways- 5'	17,508	\$3.00	EA	\$52,527.78		
Site cut and fills- assume 2' at roadway and walks	7,003	\$3.00	CY	\$21,009.11		
Clear and Gurb at roads and walks	94,541	\$0.05	SF	\$4,727.05		
Rough Grade at roads and walks	94,541	\$0.10	SF	\$9,454.10		
Fine grade at roads and walks	94,541	\$0.10	SF	\$9,454.10		
Backfill at curb area	176	\$25.00	LF	\$4,411.11		
Landscaping Allowance at common areas	1	\$50,000.00	EST	\$50,000.00		
Surveying	1	\$35,000.00	EST	\$35,000.00		
			LF	\$0.00		
SUBTOTAL					\$186,578.25	

70th Ave. Improvements	Quantity	Unit Price	Unit	Unit Cost	Subtotal	Comments/Assumptions
Curb and Gutter at 70th Ave	153	\$12.00	SF	\$1,836.00		
5' Wide Sidewalk	765	\$3.75	SF	\$2,868.75		
8" concrete cross pan at entrance	924	\$7.50	SF	\$6,930.00		
Patch at integration at new curb and gutter	153	\$20.00	LF	\$3,060.00		
SUBTOTAL					\$14,694.75	

Interior Roadway Improvements	Quantity	Unit Price	Unit	Unit Cost	Subtotal	Comments/Assumptions
Curb and gutter at interior roadways	4,611	\$12.00	SF	\$55,332.00		
Sidewalk at interior roadways- 5' wide	23,055	\$3.75	SF	\$86,456.25		
On Site Roadway- Assume residential designation, 6.5" thick full depth asphalt	8,005	\$26.00	SY	\$208,121.33		
Concrete alley between homes- 5"	12,593	\$5.25	SF	\$66,113.25		
Street Lights	9	\$5,875.00	EA	\$52,875.00		
SUBTOTAL					\$468,897.83	

Utilities	Quantity	Unit Price	Unit	Unit Cost	Subtotal	Comments/Assumptions
Fire Hydrant	5	\$15,000.00	LF	\$75,000.00		
8" Water Line	1,862	\$38.40	LF	\$71,500.80		
3/4" Copper Service Line to pad lots	2,561	\$35.00	LF	\$89,635.00		
8" Water line binds and fittings	13	\$600.00	EA	\$7,800.00		
8" DIP Line to Fire Hydrants	68	\$38.40	LF	\$2,611.20		
Water Meter Pits at each pad	37	\$1,449.60	EA	\$53,635.20		
Vault for Water Meters at central section (15 meters)	1	\$20,000.00	EA	\$20,000.00		
Water Line Connection to Existing	1	\$1,500.00	EA	\$1,500.00		
8" Water line valve	7	\$1,800.00	EA	\$12,600.00		
8" Sanitary Sewer Line	2,452	\$45.60	LF	\$111,811.20		
4" Sanitary Sewer Stub to each pad	626	\$34.80	LF	\$21,784.80		
Sanitary Sewer Manholes	15	\$2,160.00	EA	\$32,400.00		
Sanitary Taps to Each Lot	52	\$240.00	EA	\$12,480.00		
Connect to existing sanitary sewer main	1	\$1,500.00	EA	\$1,500.00		
18" RCP Storm Pipe	965	\$62.40	LF	\$60,216.00		
24" RCP Storm Pipe	361	\$69.60	LF	\$25,125.60		
5' Type R Curb Inlet	2	\$4,320.00	EA	\$8,640.00		
Storm Manhole	6	\$3,120.00	EA	\$24,960.00		
SUBTOTAL					\$633,199.80	

Pomponio Terrace- Filing 2 Summation		\$1,405,067.03
Mobilization	3.5%	\$49,177.35 10% maximum
General Conditions	5%	\$70,253.35 Typically 5% to 10%
Surety Bonds	2%	\$28,101.34 Typically 1% to 3%
Contingency	12%	\$168,608.04 (Conceptual 15-20%, Planning 10-15%, CUI 5-10%)
Subtotal		\$1,721,207.12
 OH&P	6.0%	 \$103,272.43 Typical 6% to 9%
Project Grand Total		\$1,824,480

Project Notes/Assumptions:

This estimate is based upon Premier Facility Constructors review of the preliminary design documents.

Costs are based on current estimated prices, with no provisions made for inflation.

This estimate does not include the following items:

a. Permitting and Development Fees.

b. Land Costs or Broker Fees

No geotechnical, traffic or environmental studies have been reviewed for the completion of this estimate.

No environmental mitigation requirements are included. We have not included any costs for dewatering or excess water removal.

Costs assume Filing 1 and Filing 2 being completed concurrently.

OPINION OF PROBABLE COST

Pomponio Terrace- Filing 3

This estimate is prepared as a guide and is subject to possible changes. It has been prepared to a standard of accuracy that, to the best of our knowledge and judgment, is sufficient to satisfy our understanding of the purpose of this estimate. Premier Facility Constructors, LLC makes no warranty, either expressed or implied, as to the accuracy of this estimate.



Premier Facility Constructors
4500 Cherry Creek Drive South, #1060
Denver, CO 80246
Contact: Kurt Haslag
Ph. 720-253-0090

Original Preparation: 1/15/2016
Project: Pomponio Terrace Filing 3
Project Location: W. 70th Ave. and Federal Blvd.
Adams County, Colorado
Premier Project #: P-110

EROSION CONTROL	Quantity	Unit Price	Unit	Unit Cost	Subtotal	Comments/Assumptions
Concrete Washout	3	\$900.00	EA	\$2,700.00		
Inlet Protection	0	\$25.00	EA	\$0.00		
Portable Toilet Protection	2	\$250.00	EA	\$500.00		
Silt Fence	1,631	\$2.00	LF	\$3,262.00		
Erosion Control Maintenance	0	\$3,500.00	MO	\$0.00		
Street Sweeping (Sediment Removal)	10	\$130.00	HR	\$1,300.00		
Temporary Seeding at completion of work	108,395.00	\$0.07	SF	\$7,587.65		Seeding only, no temp irrigation or watering
Stabilized Construction Entrance - VTC	1	\$2,400.00	EA	\$2,400.00		
Erosion Control Supervisor	0	\$145.00	DY	\$0.00		1/4 of Const. Work Days
SUBTOTAL					\$17,749.65	

70th Ave. Improvements	Quantity	Unit Price	Unit	Unit Cost	Subtotal	Comments/Assumptions
Curb and Gutter at 70th Ave	599	\$12.00	SF	\$7,188.00		
5' Wide Sidewalk	2,995	\$3.75	SF	\$11,231.25		
Patch at integration at new curb and gutter	599	\$20.00	LF	\$11,980.00		
			LF	\$0.00		
SUBTOTAL					\$30,399.25	

Utilities	Quantity	Unit Price	Unit	Unit Cost	Subtotal	Comments/Assumptions
8" Water Stub to Lot	33	\$38.40	LF	\$1,267.20		
Water Valves	1	\$1,800.00	EA	\$1,800.00		
8" Sanitary Sewer Stub	33	\$45.60	LF	\$1,504.80		
Sanitary Sewer Manhole	1	\$2,160.00	SF	\$2,160.00		
SUBTOTAL					\$6,732.00	

Pomponio Terrace- Filing 3 Summation		\$54,880.90	
Mobilization	3.5%	\$1,920.83	10% maximum
General Conditions	5%	\$2,744.05	Typically 5% to 12%
Surety Bonds	2%	\$1,097.62	Typically 1% to 3%
Contingency	12%	\$6,585.71	(Conceptual 15-20%, Planning 10-15%, CDs 5-10%)
Subtotal		\$67,229.10	
OH&P	6.0%	\$4,033.75	Typical 6% to 9%
Project Grand Total		\$71,263	

Project Notes/Assumptions:

This estimate is based upon Premier Facility Constructors review of the preliminary design documents

Costs are based on current estimated prices, with no provisions made for inflation.

This estimate does not include the following items:

a. Permitting and Development Fees

b. Land Costs or Broker Fees

No geotechnical, traffic or environmental studies have been reviewed for the completion of this estimate

No environmental mitigation requirements are included. We have not included any costs for dewatering or excess water removal

Costs assume Filing 1 and Filing 2 being completed concurrently.

Assumed a sanitary sewer and water stub into Filing 3 as final plans and layout are unknown for this pad.

OPINION OF PROBABLE COST

Pomponio Terrace- Filing 4

This estimate is prepared as a guide and is subject to possible changes. It has been prepared to a standard of accuracy that, to the best of our knowledge and judgment, is sufficient to satisfy our understanding of the purpose of this estimate. Premier Facility Constructors, LLC makes no warranty, either expressed or implied, as to the accuracy of this estimate.



Premier Facility Constructors
4500 Cherry Creek Drive South, #1060
Denver, CO 80246
Contact: Kurt Haslag
Ph. 720-253-0090

Original Preparation: 1/15/2016
Project: Pomponio Terrace Filing 4
Project Location: W. 70th Ave. and Federal Blvd.
Adams County, Colorado
Premier Project #: P-110

EROSION CONTROL	Quantity	Unit Price	Unit	Unit Cost	Subtotal	Comments/Assumptions
Concrete Washout	0	\$900.00	EA	\$0.00		
Inlet Protection	0	\$25.00	EA	\$0.00		
Portable Toilet Protection	2	\$250.00	EA	\$500.00		
Silt Fence	2,065	\$2.00	LF	\$4,130.00		
Erosion Control Maintenance	0	\$3,500.00	MO	\$0.00		
Street Sweeping (Sediment Removal)	10	\$130.00	HR	\$1,300.00		
Temporary Seeding at completion of work	229,701.00	\$0.07	SF	\$16,079.07		Seeding only, no temp irrigation or watering
Stabilized Construction Entrance - VTC	1	\$2,400.00	EA	\$2,400.00		
Erosion Control Supervisor	0	\$145.00	DY	\$0.00		1/4 of Const. Work Days
SUBTOTAL					\$24,409.07	

Utilities	Quantity	Unit Price	Unit	Unit Cost	Subtotal	Comments/Assumptions
8" Water Stub to Lot	33	\$38.40	LF	\$1,267.20		
Water Valves	1	\$1,800.00	EA	\$1,800.00		
8" Sanitary Sewer Stub	33	\$45.60	LF	\$1,504.80		
Sanitary Sewer Manhole	1	\$2,160.00	SF	\$2,160.00		
SUBTOTAL					\$6,732.00	

Pomponio Terrace- Filing 4 Summation		\$31,141.07
Mobilization	3.5%	\$1,089.94 10% maximum
General Conditions	5%	\$1,557.05 Typically 5% to 12%
Surety Bonds	2%	\$622.82 Typically 1% to 3%
Contingency	12%	\$3,736.93 (Conceptual 15-20%, Planning 10-15%, CDs 5-10%)
Subtotal		\$38,147.81
OH&P	6.0%	\$2,288.87 Typical 6% to 9%

Project Grand Total	\$40,437
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Project Notes/Assumptions:

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Costs are based on current estimated prices, with no provisions made for inflation.

This estimate does not include the following items:

- Permitting and Development Fees
- Land Costs or Broker Fees

No geotechnical, traffic or environmental studies have been reviewed for the completion of this estimate.

No environmental mitigation requirements are included. We have not included any costs for dewatering or excess water removal.

Costs assume Filing 1 and Filing 2 being completed concurrently.

Assumed a sanitary sewer and water stub into Filing 4 as final plans and layout are unknown for this pad.

Actual Cost Data- For Information Only
Pomponio Terrace- 8" WL and 70th Ave and Federal Blvd.

This estimate is prepared as a guide and is subject to possible changes. It has been prepared to a standard of accuracy that, to the best of our knowledge and judgment, is sufficient to satisfy our understanding of the purpose of this estimate. Premier Facility Constructors, LLC makes no warranty, either expressed or implied, as to the accuracy of this estimate.



Premier Facility Constructors
4500 Cherry Creek Drive South, #860
Denver, CO 80246
Contact: Kurt Haslag
Ph. 720-253-0090

Original Preparation: 11/30/2017
Project: Pomponio Terrace Filing 1
Project Location: W. 70th Ave. and Federal Blvd.
Adams County, Colorado

Off Site Sewer Through Martin Marietta	Quantity	Unit Price	Unit	Unit Cost	Subtotal	Comments/Assumptions
Added LF for line at residential area	1,090	\$238.00	LF	\$259,420.00		
Obtain Easement at MM	1	\$45,000.00	EST	\$45,000.00		
Mill and overlay at roadway	1,261	\$41.00	SY	\$51,705.56		Mill and Overlay
Full depth patch	1	\$50,000.00	EST	\$50,000.00		
				\$0.00		
SUBTOTAL					\$406,125.56	

Sanitary Sewer North of Trail	Quantity	Unit Price	Unit	Unit Cost	Subtotal	Comments/Assumptions
Dewatering Allowance	1	\$75,000.00	LS	\$75,000.00		
Silt Control	8,100	\$2.50	LF	\$20,250.00		
Construction Fence/Sign	1	\$15,500.00	EA	\$15,500.00		
SWPPP Maintenance	1	\$4,500.00	MO	\$4,500.00		
Misc. SWPPP	1	\$5,000.00	EST	\$5,000.00		
Permits/Flood/Wetland	1	\$15,000.00	EST	\$15,000.00		
Regional Trail Dmo and Replacement	7,500	\$12.50	SF	\$93,750.00		
12" Line with Manholes	4,035	\$96.00	LF	\$387,360.00		
Manholes	17	\$3,500.00	EA	\$59,500.00		
Surveying	1	\$22,000.00	EA	\$22,000.00		
Contingency	1	\$100,000.00	EST	\$100,000.00		
Engineering	1	\$20,000.00	EST	\$20,000.00		
Geotech and Testing	1	\$25,000.00	EST	\$25,000.00		
Landscaping	1	\$20,000.00	EST	\$20,000.00		
SUBTOTAL					\$862,860.00	

Pomponio Terrace- 8" WL and 70th Ave and Federal		\$1,268,985.56
General Conditions	5%	\$63,449.28
Insurance	0.65%	\$8,660.83
Surety Bonds	0.60%	\$8,046.57
Subtotal		\$1,349,142.23
OH&P	6.0%	\$80,049.76
Project Grand Total		\$1,429,192

Project Notes/Assumptions:

This estimate is based upon Premier Facility Constructors review of the preliminary design documents

Costs are based on current estimated prices, with no provisions made for inflation.

This estimate does not include the following items:

a. Permitting and Development Fees

b. Land Costs or Broker Fees

No geotechnical, traffic or environmental studies have been reviewed for the completion of this estimate

No environmental mitigation requirements are included. We have not included any costs for dewatering or excess water removal

Costs assume Filing 1 and Filing 2 being completed concurrently.

EXHIBIT F
(Financial Plan)

Pursuant to Section 10-05-03-02-02 of the Adams County Special District Guidelines and Regulations, a Financial Plan is attached.

POMPONIO TERRACE METROPOLITAN DISTRICT

Development Projection at 55.277 (target) District Mills + PIF for Debt Service -- 04/13/2018

Series 2021A, G.O. Bonds, Assumes Investment Grade, 130x, 30-yr. Maturity; plus Ser. 2021B Cash-Flow Subs

	<<<<<<< Residential >>>>>>>						< Platted/Developed Lots >			<<<<<<< Commercial >>>>>>>									
	Mkt Value			As'ed Value		As'ed Value		Mkt Value			As'ed Value					District D/S	District	District	
	Total	Biennial	Cumulative	@ 7.20%	Cumulative	@ 29.00%	Total Comm'l	Biennial	Manual	Cumulative	@ 29.00%	Assessed	Resl AV		Mill Levy [3]	D/S Mill Levy	S.O. Taxes		
YEAR	Res'l Units	Reasses'mt* @ 6.0%	Market Value	of Market (2-yr lag)	Market Value	of Market (2-yr lag)	Sq. Ft.	Reasses'mt @ 6.0%	Adj. ²	Market Value	of Market (2-yr lag)	Value	%		[55.277 Target] [55.277 Cap]	Collections @ 98%	Collected @ 6%		
2015	0		0		0		0			0									
2016	0		0		3,778,345	0	10,000		(225,897)	1,824,103	0								
2017	0		0	0	5,233,345	0	0			1,824,103	0			\$0					
2018	30	0	14,550,000	0	6,984,052	1,095,720	0	36,482		1,860,586	528,990	1,624,710	0.0%	0.000	0	0			
2019	84		52,065,600	0	5,037,631	1,517,670	0			1,860,586	528,990	2,046,660	0.0%	50.000	100,286	6,017			
2020	72	1,041,312	84,880,728	1,047,600	2,740,128	2,025,375	0	37,212		1,897,797	539,570	3,612,545	29.0%	51.530	182,432	10,946			
2021	48		104,937,559	3,748,723	319,459	1,460,913	0			1,897,797	539,570	5,749,206	65.2%	53.441	301,097	18,066			
2022	6	6,296,254	113,669,285	6,111,412	0	794,637	0	113,868		2,011,665	550,361	7,456,411	82.0%	54.325	396,969	23,818			
2023	0		113,669,285	7,555,504	0	92,643	0			2,011,665	550,361	8,198,508	92.2%	54.863	440,800	26,448			
2024	0	6,820,157	120,489,442	8,184,189	0	0	0	120,700		2,132,365	583,383	8,767,571	93.3%	54.926	471,935	28,316			
2025	0		120,489,442	8,184,189	0	0	0			2,132,365	583,383	8,767,571	93.3%	54.926	471,935	28,316			
2026	0	7,229,367	127,718,809	8,675,240	0	0	0	127,942		2,260,307	618,386	9,293,626	93.3%	54.926	500,251	30,015			
2027	0		127,718,809	8,675,240	0	0	0			2,260,307	618,386	9,293,626	93.3%	54.926	500,251	30,015			
2028	0	7,663,129	135,381,937	9,195,754	0	0	0	135,618		2,395,925	655,489	9,851,243	93.3%	54.926	530,266	31,816			
2029	0		135,381,937	9,195,754	0	0	0			2,395,925	655,489	9,851,243	93.3%	54.926	530,266	31,816			
2030	0	8,122,916	143,504,854	9,747,499	0	0	0	143,756		2,539,681	694,818	10,442,318	93.3%	54.926	562,082	33,725			
2031	0		143,504,854	9,747,499	0	0	0			2,539,681	694,818	10,442,318	93.3%	54.926	562,082	33,725			
2032	0	8,610,291	152,115,145	10,332,349	0	0	0	152,381		2,692,062	736,507	11,068,857	93.3%	54.926	595,807	35,748			
2033	0		152,115,145	10,332,349	0	0	0			2,692,062	736,507	11,068,857	93.3%	54.926	595,807	35,748			
2034	0	9,126,909	161,242,053	10,952,290	0	0	0	161,524		2,853,585	780,698	11,732,988	93.3%	54.926	631,556	37,893			
2035	0		161,242,053	10,952,290	0	0	0			2,853,585	780,698	11,732,988	93.3%	54.926	631,556	37,893			
2036		9,674,523	170,916,577	11,609,428	0	0	0	171,215		3,024,800	827,540	12,436,968	93.3%	54.926	669,449	40,167			
2037			170,916,577	11,609,428	0	0	0			3,024,800	827,540	12,436,968	93.3%	54.926	669,449	40,167			
2038		10,254,995	181,171,571	12,305,994	0	0	0	181,488		3,206,288	877,192	13,183,186	93.3%	54.926	709,616	42,577			
2039			181,171,571	12,305,994	0	0	0			3,206,288	877,192	13,183,186	93.3%	54.926	709,616	42,577			
2040		10,870,294	192,041,865	13,044,353	0	0	0	192,377		3,398,666	929,824	13,974,177	93.3%	54.926	752,193	45,132			
2041			192,041,865	13,044,353	0	0	0			3,398,666	929,824	13,974,177	93.3%	54.926	752,193	45,132			
2042		11,522,512	203,564,377	13,827,014	0	0	0	203,920		3,602,586	985,613	14,812,627	93.3%	54.926	797,325	47,839			
2043			203,564,377	13,827,014	0	0	0			3,602,586	985,613	14,812,627	93.3%	54.926	797,325	47,839			
2044		12,213,863	215,778,240	14,656,635	0	0	0	216,155		3,818,741	1,044,750	15,701,385	93.3%	54.926	845,164	50,710			
2045			215,778,240	14,656,635	0	0	0			3,818,741	1,044,750	15,701,385	93.3%	54.926	845,164	50,710			
2046		12,946,694	228,724,934	15,536,033	0	0	0	229,124		4,047,865	1,107,435	16,643,468	93.3%	54.926	895,874	53,752			
2047			228,724,934	15,536,033	0	0	0			4,047,865	1,107,435	16,643,468	93.3%	54.926	895,874	53,752			
2048		13,723,496	242,448,431	16,468,195	0	0	0	242,872		4,290,737	1,173,881	17,642,076	93.3%	54.926	949,626	56,978			
2049			242,448,431	16,468,195	0	0	0			4,290,737	1,173,881	17,642,076	93.3%	54.926	949,626	56,978			
2050		14,546,906	256,995,336	17,456,287	0	0	0	257,444		4,548,181	1,244,314	18,700,601	93.3%	54.926	1,006,604	60,396			
2051			256,995,336	17,456,287	0	0	0			4,548,181	1,244,314	18,700,601	93.3%	54.926	1,006,604	60,396			
	240	150,663,617					10,000	2,724,078	(225,897)						21,257,084	1,275,425			

[*] Assumes 2.00% Bi-Reassessment thru Issuance date

[2] Adj. to actual/prelim. AV; incl PP & SA

[3] Max Target/Cap; Modified per Res'l AV Ratio (est)

POMPONIO TERRACE METROPOLITAN DISTRICT

Development Projection at 55.277 (target) District Mills + PIF for Debt Service -- 04/13/2018

Series 2021A, G.O. Bonds, Assumes Investment Grade, 130x, 30-yr. Maturity; plus Ser. 2021B Cash-Flow Subs

YEAR	Annual PIF Sales Revenue infl. @ 1.0%	Annual PIF Revenue @ 3.70%	District's share of Annual S/T Revenue [Avail thru. 2051] @ 100.00%	Less PIF Admin Fee [@\$50,000/yr.] Infl. @ 1.0%	Total Available Revenue	Less Carve-out for Ops. [@\$35,000/yr.] Infl. @ 1.0%	Net Available for Debt Svc @ 100%	Ser. 2021A \$6,720,000 Par [Net \$6.097 MM] Net Debt Service	Annual Surplus	Surplus Release to \$672,000	Cumulative Surplus \$672,000 Target	Debt/ Assessed Ratio	Cov. of Net DS: @ 55.277 target	Cov. of Net DS: @ 55.277 Cap
2015														
2016														
2017														
2018	3,000,000	111,000	111,000	50,000	61,000	35,000	26,000		n/a		0	0%	0%	0%
2019	3,030,000	112,110	112,110	50,500	167,914	35,350	132,564		n/a		0	0%	0%	0%
2020	3,060,300	113,231	113,231	51,005	255,604	35,704	219,901		n/a		0	0%	0%	0%
2021	3,090,903	114,363	114,363	51,515	382,012	36,061	345,951	\$0	345,951		345,951	90%	0%	0%
2022	3,121,812	115,507	115,507	52,030	484,264	36,421	447,843	343,800	104,043	0	449,994	81%	132%	132%
2023	3,153,030	116,662	116,662	52,551	531,360	36,785	494,574	375,800	118,774	0	568,768	75%	133%	133%
2024	3,184,560	117,829	117,829	53,076	565,004	37,153	527,851	381,400	146,451	43,219	672,000	73%	139%	139%
2025	3,216,406	119,007	119,007	53,607	565,652	37,525	528,127	381,600	146,527	146,527	672,000	68%	139%	139%
2026	3,248,570	120,197	120,197	54,143	596,321	37,900	558,421	381,600	176,821	176,821	672,000	66%	147%	147%
2027	3,281,056	121,399	121,399	54,684	596,981	38,279	558,702	381,400	177,302	177,302	672,000	61%	147%	147%
2028	3,313,866	122,613	122,613	55,231	629,464	38,662	590,803	381,000	209,803	209,803	672,000	60%	156%	156%
2029	3,347,005	123,839	123,839	55,783	630,138	39,048	591,090	385,400	205,690	205,690	672,000	55%	154%	154%
2030	3,380,475	125,078	125,078	56,341	664,544	39,439	625,105	384,400	240,705	240,705	672,000	53%	164%	164%
2031	3,414,280	126,328	126,328	56,905	665,231	39,833	625,398	383,200	242,198	242,198	672,000	49%	164%	164%
2032	3,448,423	127,592	127,592	57,474	701,674	40,232	661,442	381,800	279,642	279,642	672,000	47%	174%	174%
2033	3,482,907	128,868	128,868	58,048	702,375	40,634	661,741	385,200	276,541	276,541	672,000	43%	173%	173%
2034	3,517,736	130,156	130,156	58,629	740,976	41,040	699,936	383,200	316,736	316,736	672,000	42%	184%	184%
2035	3,552,913	131,458	131,458	59,215	741,692	41,451	700,241	386,000	314,241	314,241	672,000	38%	183%	183%
2036	3,588,442	132,772	132,772	59,807	782,581	41,865	740,716	383,400	357,316	357,316	672,000	36%	194%	194%
2037	3,624,327	134,100	134,100	60,405	783,311	42,284	741,027	385,600	355,427	355,427	672,000	33%	193%	193%
2038	3,660,570	135,441	135,441	61,010	826,625	42,707	783,918	387,400	396,518	396,518	672,000	31%	204%	204%
2039	3,697,176	136,796	136,796	61,620	827,369	43,134	784,235	383,800	400,435	400,435	672,000	28%	206%	206%
2040	3,734,148	138,163	138,163	62,236	873,252	43,565	829,687	385,000	444,687	444,687	672,000	26%	217%	217%
2041	3,771,489	139,545	139,545	62,858	874,012	44,001	830,011	385,800	444,211	444,211	672,000	23%	217%	217%
2042	3,809,204	140,941	140,941	63,487	922,618	44,441	878,177	386,200	491,977	491,977	672,000	21%	229%	229%
2043	3,847,296	142,350	142,350	64,122	923,392	44,885	878,507	386,200	492,307	492,307	672,000	18%	229%	229%
2044	3,885,769	143,773	143,773	64,763	974,885	45,334	929,551	385,800	543,751	543,751	672,000	17%	242%	242%
2045	3,924,627	145,211	145,211	65,410	975,675	45,787	929,887	385,000	544,887	544,887	672,000	14%	243%	243%
2046	3,963,873	146,663	146,663	66,065	1,030,225	46,245	983,980	388,800	595,180	595,180	672,000	12%	255%	255%
2047	4,003,512	148,130	148,130	66,725	1,031,031	46,708	984,323	387,000	597,323	597,323	672,000	10%	256%	256%
2048	4,043,547	149,611	149,611	67,392	1,088,823	47,175	1,041,648	389,800	651,848	651,848	672,000	8%	269%	269%
2049	4,083,982	151,107	151,107	68,066	1,089,645	47,646	1,041,998	387,000	654,998	654,998	672,000	6%	271%	271%
2050	4,124,822	152,618	152,618	68,747	1,150,872	48,123	1,102,749	388,800	713,949	713,949	672,000	4%	285%	285%
2051	4,166,070	154,145	154,145	69,435	1,151,710	48,604	1,103,106	390,200	712,906	1,384,906	0	0%	285%	285%
		7,522,347	4,468,605	2,012,885	24,988,228	1,409,019	23,579,209	11,501,600	11,699,145	11,699,145				

[DApr1318 21g1bD]

POMPONIO TERRACE METROPOLITAN DISTRICT

Development Projection at 55.277 (target) District Mills + PIF for Debt Service -- 04/13/2018

Series 2021A, G.O. Bonds, Assumes Investment Grade, 130x, 30-yr. Maturity; plus Ser. 2021B Cash-Flow Subs

Cash-Flow Subs. > > >

YEAR	Surplus Available for Debt Service	Application of Prior Year Surplus	Total Available for Sub Debt Service	Date Bonds Issued	Sub Bond Interest on Balance 7.00%	Less Payments Toward Sub Bond Interest	Accrued Interest + Int. on Bal. @ 7.00%	Less Payments Toward Accrued Interest	Balance of Accrued Interest	Sub Bonds Principal Issued	Less Payments Toward Bond Principal	Balance of Sub Bond Principal	Total Sub. Debt Pmts.	Surplus Cash Flow	Surplus Release	Cum. Surplus
2015																
2016																
2017																
2018																
2019																
2020																
2021	0		0	12/1/21	\$8,915	\$0	\$8,915	\$0	\$8,915	\$3,275,000	\$0	\$3,275,000	\$0	0		0
2022	0	0	0		229,250	0	229,874	0	238,789		0	3,275,000	0	0	0	0
2023	0	0	0		229,250	0	245,965	0	484,755		0	3,275,000	0	0	0	0
2024	43,219	0	43,219		229,250	43,219	219,964	0	704,718		0	3,275,000	43,219	0	0	0
2025	146,527	0	146,527		229,250	146,527	132,053	0	836,772		0	3,275,000	146,527	0	0	0
2026	176,821	0	176,821		229,250	176,821	111,003	0	947,775		0	3,275,000	176,821	0	0	0
2027	177,302	0	177,302		229,250	177,302	118,292	0	1,066,067		0	3,275,000	177,302	0	0	0
2028	209,803	0	209,803		229,250	209,803	94,072	0	1,160,139		0	3,275,000	209,803	0	0	0
2029	205,690	0	205,690		229,250	205,690	104,770	0	1,264,909		0	3,275,000	205,690	0	0	0
2030	240,705	0	240,705		229,250	229,250	88,544	11,455	1,341,998		0	3,275,000	240,705	0	0	0
2031	242,198	0	242,198		229,250	229,250	93,940	12,948	1,422,990		0	3,275,000	242,198	0	0	0
2032	279,642	0	279,642		229,250	229,250	99,609	50,392	1,472,208		0	3,275,000	279,642	0	0	0
2033	276,541	0	276,541		229,250	229,250	103,055	47,291	1,527,971		0	3,275,000	276,541	0	0	0
2034	316,736	0	316,736		229,250	229,250	106,958	87,486	1,547,443		0	3,275,000	316,736	0	0	0
2035	314,241	0	314,241		229,250	229,250	108,321	84,991	1,570,773		0	3,275,000	314,241	0	0	0
2036	357,316	0	357,316		229,250	229,250	109,954	128,066	1,552,661		0	3,275,000	357,316	0	0	0
2037	355,427	0	355,427		229,250	229,250	108,686	126,177	1,535,171		0	3,275,000	355,427	0	0	0
2038	396,518	0	396,518		229,250	229,250	107,462	167,268	1,475,365		0	3,275,000	396,518	0	0	0
2039	400,435	0	400,435		229,250	229,250	103,276	171,185	1,407,455		0	3,275,000	400,435	0	0	0
2040	444,687	0	444,687		229,250	229,250	98,522	215,437	1,290,540		0	3,275,000	444,687	0	0	0
2041	444,211	0	444,211		229,250	229,250	90,338	214,961	1,165,917		0	3,275,000	444,211	0	0	0
2042	491,977	0	491,977		229,250	229,250	81,614	262,727	984,804		0	3,275,000	491,977	0	0	0
2043	492,307	0	492,307		229,250	229,250	68,936	263,057	790,683		0	3,275,000	492,307	0	0	0
2044	543,751	0	543,751		229,250	229,250	55,348	314,501	531,530		0	3,275,000	543,751	0	0	0
2045	544,887	0	544,887		229,250	229,250	37,207	315,637	253,100		0	3,275,000	544,887	0	0	0
2046	595,180	0	595,180		229,250	229,250	17,717	270,817	0		95,000	3,180,000	595,067	113	0	113
2047	597,323	113	597,437		222,600	222,600	0	0	0		374,000	2,806,000	596,600	723	0	837
2048	651,848	837	652,685		196,420	196,420	0	0	0		456,000	2,350,000	652,420	(572)	0	265
2049	654,998	265	655,263		164,500	164,500	0	0	0		490,000	1,860,000	654,500	498	0	763
2050	713,949	763	714,712		130,200	130,200	0	0	0		584,000	1,276,000	714,200	(251)	0	512
2051	1,384,906	0	1,384,906		89,320	89,320	0	0	0		1,276,000	0	1,365,320	19,586	20,098	0
	11,699,145	1,978	11,701,123		6,543,205	5,659,651	2,744,396	2,744,396		3,275,000	3,275,000		11,679,047	20,098	20,098	

COI (est.): 98,250
Proceeds: 3,176,750

POMPONIO TERRACE METROPOLITAN DISTRICT

Development Projection -- Buildout Plan (updated 3/13/18)

YEAR	Residential Development															Residential Summary	
	<u>SFD (Alley-loaded)</u>					<u>SFD (Front-loaded)</u>					<u>Townhomes</u>						
	Incr/(Decr) in		# Units	Price	Market	Incr/(Decr) in		# Units	Price	Market	Incr/(Decr) in		# Units	Price	Market	Total Residential	Total Res'l Units
	Finished Lot	Value @				Finished Lot	Value @				Finished Lot	Value @					
	# Lots	10%	Completed	Inflated @	Devel'd	10%	Completed	Inflated @	Devel'd	10%	Completed	Inflated @	Devel'd	10%	Completed	Inflated @	Market Value
2015	0	0		\$450,000	0	0	0	\$520,000	0	0	0	\$375,000	0		\$0	0	
2016	0	0		450,000	0	0	0	520,000	0	0	0	375,000	0		0	0	
2017	15	675,000		450,000	0	15	780,000	520,000	0	0	0	375,000	0		0	0	
2018	24	405,000	15	450,000	6,750,000	24	468,000	15	520,000	7,800,000	36	1,350,000		375,000	0	14,550,000	30
2019	24	0	24	459,000	11,016,000	12	(624,000)	24	530,400	12,729,600	36	0	36	382,500	13,770,000	37,515,600	84
2020	12	(540,000)	24	468,180	11,236,320	0	(624,000)	12	541,008	6,492,096	36	0	36	390,150	14,045,400	31,773,816	72
2021	0	(540,000)	12	477,544	5,730,523	0	0	0	551,828	0	6	(1,125,000)	36	397,953	14,326,308	20,056,831	48
2022	0	0	0	487,094	0	0	0	0	562,865	0	0	(225,000)	6	405,912	2,435,472	2,435,472	6
2023	0	0	0	496,836	0	0	0	0	574,122	0	0	0	0	414,030	0	0	0
2024	0	0	0	506,773	0	0	0	0	585,604	0	0	0	0	422,311	0	0	0
2025	0	0	0	516,909	0	0	0	0	597,317	0	0	0	0	430,757	0	0	0
2026	0	0	0	527,247	0	0	0	0	609,263	0	0	0	0	439,372	0	0	0
2027	0	0	0	537,792	0	0	0	0	621,448	0	0	0	0	448,160	0	0	0
2028	0	0	0	548,547	0	0	0	0	633,877	0	0	0	0	457,123	0	0	0
2029	0	0	0	559,518	0	0	0	0	646,555	0	0	0	0	466,265	0	0	0
2030	0	0	0	570,709	0	0	0	0	659,486	0	0	0	0	475,591	0	0	0
2031	0	0	0	582,123	0	0	0	0	672,675	0	0	0	0	485,102	0	0	0
2032	0	0	0	593,765	0	0	0	0	686,129	0	0	0	0	494,805	0	0	0
2033	0	0	0	605,641	0	0	0	0	699,852	0	0	0	0	504,701	0	0	0
2034	0	0	0	617,754	0	0	0	0	713,849	0	0	0	0	514,795	0	0	0
2035		0	0	630,109	0		0	0	728,126	0		0	0	525,091	0	0	0
	75	(0)	75		34,732,843	51	(0)	51		27,021,696	114	(0)	114		44,577,180	106,331,720	240

POMPONIO TERRACE METROPOLITAN DISTRICT

Development Projection -- Buildout Plan (updated 3/13/18)

Commercial Development

YEAR	<u>Auto Zone</u>								<u>Gas Station / QSR</u>							
	Incr/(Decr) in				Sales Tax				Incr/(Decr) in				Sales Tax			
	Finished Lot		Square Ft	per Sq Ft,	per Sq Ft,		Annual Sales	Stab. / Lease Up	Finished Lot		Square Ft	per Sq Ft,	per Sq Ft,		Annual Sales	Stab. / Lease Up
	SF	Value @	Completed	Inflated @	Market	Inflated @	Revenues		SF	Value @	Completed	Inflated @	Market	Inflated @	Revenues	
	Devel'd	10%	5,000	2%	Value	1%	@ 100%		Devel'd	10%	5,000	2%	Value	1%	@ 100%	
2015	5,000	42,500		\$85.00	\$0	\$300.00	0		5,000	162,500		\$325.00	\$0	\$300.00	0	
2016	0	(42,500)	5,000	85.00	425,000	300.00	50%	750,000	0	(162,500)	5,000	325.00	1,625,000	300.00	50%	750,000
2017	0	0	0	86.70	0	300.00	75%	1,125,000	0	0	0	331.50	0	300.00	75%	1,125,000
2018	0	0	0	88.43	0	300.00	100%	1,500,000	0	0	0	338.13	0	300.00	100%	1,500,000
2019	0	0	0	90.20	0	303.00	100%	1,515,000	0	0	0	344.89	0	303.00	100%	1,515,000
2020	0	0	0	92.01	0	306.03	100%	1,530,150	0	0	0	351.79	0	306.03	100%	1,530,150
2021	0	0	0	93.85	0	309.09	100%	1,545,452	0	0	0	358.83	0	309.09	100%	1,545,452
2022	0	0	0	95.72	0	312.18	100%	1,560,906	0	0	0	366.00	0	312.18	100%	1,560,906
2023	0	0	0	97.64	0	315.30	100%	1,576,515	0	0	0	373.32	0	315.30	100%	1,576,515
2024	0	0	0	99.59	0	318.46	100%	1,592,280	0	0	0	380.79	0	318.46	100%	1,592,280
2025	0	0	0	101.58	0	321.64	100%	1,608,203	0	0	0	388.41	0	321.64	100%	1,608,203
2026	0	0	0	103.61	0	324.86	100%	1,624,285	0	0	0	396.17	0	324.86	100%	1,624,285
2027	0	0	0	105.69	0	328.11	100%	1,640,528	0	0	0	404.10	0	328.11	100%	1,640,528
2028	0	0	0	107.80	0	331.39	100%	1,656,933	0	0	0	412.18	0	331.39	100%	1,656,933
2029	0	0	0	109.96	0	334.70	100%	1,673,503	0	0	0	420.42	0	334.70	100%	1,673,503
2030	0	0	0	112.16	0	338.05	100%	1,690,238	0	0	0	428.83	0	338.05	100%	1,690,238
2031	0	0	0	114.40	0	341.43	100%	1,707,140	0	0	0	437.41	0	341.43	100%	1,707,140
2032	0	0	0	116.69	0	344.84	100%	1,724,211	0	0	0	446.16	0	344.84	100%	1,724,211
2033	0	0	0	119.02	0	348.29	100%	1,741,453	0	0	0	455.08	0	348.29	100%	1,741,453
2034	0	0	0	121.40	0	351.77	100%	1,758,868	0	0	0	464.18	0	351.77	100%	1,758,868
2035		0	0	123.83	0	355.29	100%	1,776,457		0	0	473.46	0	355.29	100%	1,776,457
	5,000	0	5,000		425,000		31,297,121		5,000	0	5,000		1,625,000		31,297,121	

POMPONIO TERRACE METROPOLITAN DISTRICT

Development Projection -- Buildout Plan (updated 3/13/18)

Commercial Summary

YEAR	Total Commercial Market Value	Total Commercial Sq Ft	Total Retail Taxable Sq Ft	Total Annual Sales Tax Revenue	Value of Platted & Developed Lots	
					Adjustment ¹	Adjusted Value
2015	0	0	0	0	(205,000)	0
2016	2,050,000	10,000	10,000	1,500,000	3,983,345	3,778,345
2017	0	0	0	2,250,000	0	1,455,000
2018	0	0	0	3,000,000	(472,293)	1,750,707
2019	0	0	0	3,030,000	(1,322,421)	(1,946,421)
2020	0	0	0	3,060,300	(1,133,504)	(2,297,504)
2021	0	0	0	3,090,903	(755,669)	(2,420,669)
2022	0	0	0	3,121,812	(94,459)	(319,459)
2023	0	0	0	3,153,030	0	0
2024	0	0	0	3,184,560	0	0
2025	0	0	0	3,216,406	0	0
2026	0	0	0	3,248,570	0	0
2027	0	0	0	3,281,056	0	0
2028	0	0	0	3,313,866	0	0
2029	0	0	0	3,347,005	0	0
2030	0	0	0	3,380,475	0	0
2031	0	0	0	3,414,280	0	0
2032	0	0	0	3,448,423	0	0
2033	0	0	0	3,482,907	0	0
2034	0	0	0	3,517,736	0	0
2035	0	0	0	3,552,913	0	0
	2,050,000	10,000	10,000	62,594,243	0	0

[1] Adj. to actual/prelim. AV

SOURCES AND USES OF FUNDS

POMPONIO TERRACE METROPOLITAN DISTRICT Combined Results

~~~~~ GENERAL OBLIGATION BONDS, SERIES 2021A SUBORDINATE BONDS, SERIES 2021B ~~~~~

[Preliminary -- for discussion only]

Dated Date	12/01/2021
Delivery Date	12/01/2021

Sources:	SERIES 2018A	SERIES 2018B	Total
Bond Proceeds:			
Par Amount	6,720,000.00	3,275,000.00	9,995,000.00
	6,720,000.00	3,275,000.00	9,995,000.00
<hr/>			
Uses:	SERIES 2018A	SERIES 2018B	Total
Project Fund Deposits:			
Project Fund	6,096,600.00	3,176,750.00	9,273,350.00
Other Fund Deposits:			
Debt Service Reserve Fund	389,800.00		389,800.00
Cost of Issuance:			
Other Cost of Issuance	200,000.00		200,000.00
Delivery Date Expenses:			
Underwriter's Discount	33,600.00	98,250.00	131,850.00
	6,720,000.00	3,275,000.00	9,995,000.00
<hr/>			

SOURCES AND USES OF FUNDS

**POMPONIO TERRACE METROPOLITAN DISTRICT
GENERAL OBLIGATION BONDS, SERIES 2021
55.277 (target) Mills [1] - Ops Expense + Net PIF Collection
Assumes Investment Grade, 130x, 2048 Maturity
(Full Growwth / No Future Reassessment Projections)**
[Preliminary -- for discussion only]**

Dated Date	12/01/2021
Delivery Date	12/01/2021

Sources:

Bond Proceeds:	
Par Amount	6,720,000.00
	6,720,000.00

Uses:

Project Fund Deposits:	
Project Fund	6,096,600.00
Other Fund Deposits:	
Debt Service Reserve Fund	389,800.00
Cost of Issuance:	
Other Cost of Issuance	200,000.00
Delivery Date Expenses:	
Underwriter's Discount	33,600.00
	6,720,000.00

[1] Max Target/Cap; Modified per Residential AV Ratio (est.)

[**] Assumes 2.00% Bi-Reassessment thru Issuance date.

BOND SUMMARY STATISTICS

**POMPONIO TERRACE METROPOLITAN DISTRICT
GENERAL OBLIGATION BONDS, SERIES 2021
55.277 (target) Mills [1] - Ops Expense + Net PIF Collection
Assumes Investment Grade, 130x, 2048 Maturity
(Full Growth / No Future Reassessment Projections)**
[Preliminary -- for discussion only]**

Dated Date	12/01/2021
Delivery Date	12/01/2021
First Coupon	06/01/2022
Last Maturity	12/01/2051
Arbitrage Yield	4.000000%
True Interest Cost (TIC)	4.039729%
Net Interest Cost (NIC)	4.000000%
All-In TIC	4.282528%
Average Coupon	4.000000%
Average Life (years)	19.239
Weighted Average Maturity (years)	19.239
Duration of Issue (years)	12.856
Par Amount	6,720,000.00
Bond Proceeds	6,720,000.00
Total Interest	5,171,400.00
Net Interest	5,205,000.00
Bond Years from Dated Date	129,285,000.00
Bond Years from Delivery Date	129,285,000.00
Total Debt Service	11,891,400.00
Maximum Annual Debt Service	780,000.00
Average Annual Debt Service	396,380.00
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	5.000000
Total Underwriter's Discount	5.000000
Bid Price	99.500000

Bond Component	Par Value	Price	Average Coupon	Average Life	Average Maturity Date	PV of 1 bp change
Term Bond due 2051	6,720,000.00	100.000	4.000%	19.239	02/25/2041	11,692.80
	6,720,000.00			19.239		11,692.80

	TIC	All-In TIC	Arbitrage Yield
Par Value	6,720,000.00	6,720,000.00	6,720,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	-33,600.00	-33,600.00	
- Cost of Issuance Expense		-200,000.00	
- Other Amounts			
Target Value	6,686,400.00	6,486,400.00	6,720,000.00
Target Date	12/01/2021	12/01/2021	12/01/2021
Yield	4.039729%	4.282528%	4.000000%

BOND DEBT SERVICE

**POMPONIO TERRACE METROPOLITAN DISTRICT
GENERAL OBLIGATION BONDS, SERIES 2021
55.277 (target) Mills [1] - Ops Expense + Net PIF Collection
Assumes Investment Grade, 130x, 2048 Maturity
(Full Growth / No Future Reassessment Projections)**
[Preliminary -- for discussion only]**

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2022			134,400	134,400	
12/01/2022	75,000	4.000%	134,400	209,400	343,800
06/01/2023			132,900	132,900	
12/01/2023	110,000	4.000%	132,900	242,900	375,800
06/01/2024			130,700	130,700	
12/01/2024	120,000	4.000%	130,700	250,700	381,400
06/01/2025			128,300	128,300	
12/01/2025	125,000	4.000%	128,300	253,300	381,600
06/01/2026			125,800	125,800	
12/01/2026	130,000	4.000%	125,800	255,800	381,600
06/01/2027			123,200	123,200	
12/01/2027	135,000	4.000%	123,200	258,200	381,400
06/01/2028			120,500	120,500	
12/01/2028	140,000	4.000%	120,500	260,500	381,000
06/01/2029			117,700	117,700	
12/01/2029	150,000	4.000%	117,700	267,700	385,400
06/01/2030			114,700	114,700	
12/01/2030	155,000	4.000%	114,700	269,700	384,400
06/01/2031			111,600	111,600	
12/01/2031	160,000	4.000%	111,600	271,600	383,200
06/01/2032			108,400	108,400	
12/01/2032	165,000	4.000%	108,400	273,400	381,800
06/01/2033			105,100	105,100	
12/01/2033	175,000	4.000%	105,100	280,100	385,200
06/01/2034			101,600	101,600	
12/01/2034	180,000	4.000%	101,600	281,600	383,200
06/01/2035			98,000	98,000	
12/01/2035	190,000	4.000%	98,000	288,000	386,000
06/01/2036			94,200	94,200	
12/01/2036	195,000	4.000%	94,200	289,200	383,400
06/01/2037			90,300	90,300	
12/01/2037	205,000	4.000%	90,300	295,300	385,600
06/01/2038			86,200	86,200	
12/01/2038	215,000	4.000%	86,200	301,200	387,400
06/01/2039			81,900	81,900	
12/01/2039	220,000	4.000%	81,900	301,900	383,800
06/01/2040			77,500	77,500	
12/01/2040	230,000	4.000%	77,500	307,500	385,000
06/01/2041			72,900	72,900	
12/01/2041	240,000	4.000%	72,900	312,900	385,800
06/01/2042			68,100	68,100	
12/01/2042	250,000	4.000%	68,100	318,100	386,200
06/01/2043			63,100	63,100	
12/01/2043	260,000	4.000%	63,100	323,100	386,200
06/01/2044			57,900	57,900	
12/01/2044	270,000	4.000%	57,900	327,900	385,800
06/01/2045			52,500	52,500	
12/01/2045	280,000	4.000%	52,500	332,500	385,000
06/01/2046			46,900	46,900	
12/01/2046	295,000	4.000%	46,900	341,900	388,800
06/01/2047			41,000	41,000	
12/01/2047	305,000	4.000%	41,000	346,000	387,000
06/01/2048			34,900	34,900	
12/01/2048	320,000	4.000%	34,900	354,900	389,800
06/01/2049			28,500	28,500	
12/01/2049	330,000	4.000%	28,500	358,500	387,000
06/01/2050			21,900	21,900	
12/01/2050	345,000	4.000%	21,900	366,900	388,800
06/01/2051			15,000	15,000	
12/01/2051	750,000	4.000%	15,000	765,000	780,000
	6,720,000		5,171,400	11,891,400	11,891,400

NET DEBT SERVICE

**POMPONIO TERRACE METROPOLITAN DISTRICT
GENERAL OBLIGATION BONDS, SERIES 2021
55.277 (target) Mills [1] - Ops Expense + Net PIF Collection
Assumes Investment Grade, 130x, 2048 Maturity
(Full Growth / No Future Reassessment Projections)**
[Preliminary -- for discussion only]**

Period Ending	Principal	Interest	Total Debt Service	Debt Service Reserve Fund	Net Debt Service
12/01/2022	75,000	268,800	343,800		343,800
12/01/2023	110,000	265,800	375,800		375,800
12/01/2024	120,000	261,400	381,400		381,400
12/01/2025	125,000	256,600	381,600		381,600
12/01/2026	130,000	251,600	381,600		381,600
12/01/2027	135,000	246,400	381,400		381,400
12/01/2028	140,000	241,000	381,000		381,000
12/01/2029	150,000	235,400	385,400		385,400
12/01/2030	155,000	229,400	384,400		384,400
12/01/2031	160,000	223,200	383,200		383,200
12/01/2032	165,000	216,800	381,800		381,800
12/01/2033	175,000	210,200	385,200		385,200
12/01/2034	180,000	203,200	383,200		383,200
12/01/2035	190,000	196,000	386,000		386,000
12/01/2036	195,000	188,400	383,400		383,400
12/01/2037	205,000	180,600	385,600		385,600
12/01/2038	215,000	172,400	387,400		387,400
12/01/2039	220,000	163,800	383,800		383,800
12/01/2040	230,000	155,000	385,000		385,000
12/01/2041	240,000	145,800	385,800		385,800
12/01/2042	250,000	136,200	386,200		386,200
12/01/2043	260,000	126,200	386,200		386,200
12/01/2044	270,000	115,800	385,800		385,800
12/01/2045	280,000	105,000	385,000		385,000
12/01/2046	295,000	93,800	388,800		388,800
12/01/2047	305,000	82,000	387,000		387,000
12/01/2048	320,000	69,800	389,800		389,800
12/01/2049	330,000	57,000	387,000		387,000
12/01/2050	345,000	43,800	388,800		388,800
12/01/2051	750,000	30,000	780,000	389,800	390,200
	6,720,000	5,171,400	11,891,400	389,800	11,501,600

BOND SOLUTION

POMPONIO TERRACE METROPOLITAN DISTRICT
GENERAL OBLIGATION BONDS, SERIES 2021
55.277 (target) Mills [1] - Ops Expense + Net PIF Collection
Assumes Investment Grade, 130x, 2048 Maturity
(Full Growth / No Future Reassessment Projections)**
[Preliminary -- for discussion only]

Period Ending	Proposed Principal	Proposed Debt Service	Debt Service Adjustments	Total Adj Debt Service	Revenue Constraints	Unused Revenues	Debt Serv Coverage
12/01/2022	75,000	343,800		343,800	447,843	104,043	130.26262%
12/01/2023	110,000	375,800		375,800	494,574	118,774	131.60568%
12/01/2024	120,000	381,400		381,400	500,105	118,705	131.12341%
12/01/2025	125,000	381,600		381,600	500,381	118,781	131.12701%
12/01/2026	130,000	381,600		381,600	500,659	119,059	131.20006%
12/01/2027	135,000	381,400		381,400	500,941	119,541	131.34268%
12/01/2028	140,000	381,000		381,000	501,225	120,225	131.55520%
12/01/2029	150,000	385,400		385,400	501,513	116,113	130.12780%
12/01/2030	155,000	384,400		384,400	501,803	117,403	130.54178%
12/01/2031	160,000	383,200		383,200	502,096	118,896	131.02703%
12/01/2032	165,000	381,800		381,800	502,391	120,591	131.58499%
12/01/2033	175,000	385,200		385,200	502,690	117,490	130.50113%
12/01/2034	180,000	383,200		383,200	502,992	119,792	131.26101%
12/01/2035	190,000	386,000		386,000	503,297	117,297	130.38784%
12/01/2036	195,000	383,400		383,400	503,605	120,205	131.35237%
12/01/2037	205,000	385,600		385,600	503,916	118,316	130.68361%
12/01/2038	215,000	387,400		387,400	504,230	116,830	130.15748%
12/01/2039	220,000	383,800		383,800	504,547	120,747	131.46101%
12/01/2040	230,000	385,000		385,000	504,868	119,868	131.13449%
12/01/2041	240,000	385,800		385,800	505,191	119,391	130.94645%
12/01/2042	250,000	386,200		386,200	505,518	119,318	130.89546%
12/01/2043	260,000	386,200		386,200	505,848	119,648	130.98094%
12/01/2044	270,000	385,800		385,800	506,182	120,382	131.20317%
12/01/2045	280,000	385,000		385,000	506,519	121,519	131.56327%
12/01/2046	295,000	388,800		388,800	506,859	118,059	130.36490%
12/01/2047	305,000	387,000		387,000	507,202	120,202	131.06001%
12/01/2048	320,000	389,800		389,800	507,549	117,749	130.20760%
12/01/2049	330,000	387,000		387,000	507,900	120,900	131.24022%
12/01/2050	345,000	388,800		388,800	508,254	119,454	130.72367%
12/01/2051	750,000	780,000	-389,800	390,200	508,611	118,411	130.34626%
	6,720,000	11,891,400	-389,800	11,501,600	15,059,309	3,557,709	

SOURCES AND USES OF FUNDS

**POMPONIO TERRACE METROPOLITAN DISTRICT
SUBORDINATE BONDS, SERIES 2021B
Non-Rated, Cash-Flow Bonds, Annual Pay, 12/15/2051 (Stated) Maturity
(Full Growth + 6.00% Bi-Reassessment)**
[Preliminary -- for discussion only]**

Dated Date	12/01/2021
Delivery Date	12/01/2021

Sources:

Bond Proceeds:	
Par Amount	3,275,000.00
	3,275,000.00

Uses:

Project Fund Deposits:	
Project Fund	3,176,750.00
Delivery Date Expenses:	
Underwriter's Discount	98,250.00
	3,275,000.00

[**] Assumes 2.00% Bi-Reassessment thru Issuance date.

BOND PRICING

**POMPONIO TERRACE METROPOLITAN DISTRICT
SUBORDINATE BONDS, SERIES 2021B
Non-Rated, Cash-Flow Bonds, Annual Pay, 12/15/2051 (Stated) Maturity
(Full Growth + 6.00% Bi-Reassessment)**
[Preliminary -- for discussion only]**

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Term Bond due 2051:	12/15/2051	3,275,000	7.000%	7.000%	100.000
		3,275,000			

Dated Date	12/01/2021	
Delivery Date	12/01/2021	
First Coupon	12/15/2021	
Par Amount	3,275,000.00	
Original Issue Discount		
Production	3,275,000.00	100.000000%
Underwriter's Discount	-98,250.00	-3.000000%
Purchase Price	3,176,750.00	97.000000%
Accrued Interest		
Net Proceeds	3,176,750.00	



Development Review Team Comments

Date: 8/27/18

Project Number: PLN2018-00025

Project Name: Pomponio Metropolitan District Service Plan Amendment

The following review comments and information from the Development Review Team is based on the information you submitted and applicable to the submitted documents only. Please contact the case manager if you have any questions:

Commenting Division: Development Services, Planning

Name of Reviewer: Emily Collins

Email: ecollins@adcogov.org

PLN1. REQUEST:

- a. Amendment to the approved Metropolitan District Service Plan for the Pomopnio Terrace Subdivision/FDP.

PLN2. ZONING/ COMPREHENSIVE PLAN:

- a. All parcels are currently designated as Planned Unit Development (PUD)
 - PDP and preliminary plat for 248 single-family dwellings approved on February 17, 2015.
 - Metropolitan District Service Plan approved on April 26, 2016.
 - Filing 1 and 2 FDP/ final plats approved October 4, 2016 (FDP) and December 13, 2016 (plats and SIAs).
 - First Amendment to the PDP to allow single-family attached (townhomes) approved on February 27, 2018.
 - Filings 3 and 4 FDP/plats for townhomes is current under review (PRC2018-00002).
- b. Future Land Use designation is Urban Residential.

PLN3. PROPOSED DEVELOPMENT, SERVICES, AND FACILITIES:

- a. The requested amendment does not provide adequate information as to the need for increased debt limitation and the impact of increasing mill levy on the subject properties within the District's boundaries.
- b. The plan should include all information from the original service plan and specify the amendments, providing a justification for the changes. If there are specific reasons for the increase in engineering costs since 2016, these need to be clearly stated in the document, as staff may not be supportive of increasing the financial burden on the residents of the district.
- c. The service needs to include information on the progress of the special district in the implementation of the service plan (i.e. which services are currently provided, what is the

status of build-out, include actual engineering costs for Filings 1 and 2 and projected costs for the remainder of the development, etc).

- The majority of the document references improvements that were anticipated for completion in 2016. Please write the document in 2018 current and projected needs, include the improvements completed to date and the actual costs vs. anticipated from 2016 plan approval.
- Filing 3 and 4 improvements may be written as “likely to consist of...” but the construction complete dates need to be updated.

d. The mill levy is incorrectly noted on page 5 (stated 50.277)

Commenting Division: Development Services, Engineering:

Name of Review: Matt Emmens

Email: memmens@adcogov.org

ENG1: The "Opinion of Probable Cost" document list estimates for "Filing 1, Filing 2...Filing 4" but does not provide detail as to what these expenses are. The Cost estimate should be revised to include more specific information.

ENG2: The applicant should include a site plan (even if it's not included in the Service Plan) to indicate where these improvements are located.

Commenting Division: Development Services, Right-of-Way:

Name of Review: Marissa Hillje

Email: mhillje@adcogov.org

ROW1: No comment.

Commenting Division: Development Services, Building Safety:

Name of Review: Justin Blair

Email: jblair@adcogov.org

BSD1- No comment.

Commenting Division: Finance

Name of Review: Ben Dahlman

Email: bdahlman@adcogov.org

1. Debt Limitation – “Increases necessary to accomplish a refunding, reissuance or restructuring of Debt shall also not count against the Debt Limitation if a present value savings can be shown.”
 - a. This may be a risk to the District, if the debt service payments exceed the Maximum Mill Levy at any point in time or if the interest rate on the debt is anything other than fixed. May need to discuss.
2. Financial Plan – Where are the “District Activities” defined? Can’t find the definition.

3. Financial Plan – What happens if the PIF (Public Improvement Fee) goes away for some reason? Business closes?
4. Financial Plan – Final Paragraph – wording states “...fifty five and two hundred seventy seven thousandths...”
– the amount in the brackets needs to match to 55.277 (currently shows 50.277).
5. Can they provide their most recent audited financial statements?



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 21, 2018

Adams County Community and Economic Development Department
4430 South Adams County Parkway, 3rd Floor, Suite W3000
Brighton, CO 80601

Attn: Greg Barnes

Re: Pomponio Terrace Metropolitan District, Case # PLN2018-00025

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the amendment to the plan for special district for **Pomponio Terrace Metropolitan District** and has **no apparent conflict**, 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.

Please contact me at donna.l.george@xcelenergy.com or 303-571-3306 if there are any questions with this referral response.

Donna George
Right of Way and Permits
Public Service Company of Colorado

Emily Collins

From: Steven Loeffler - CDOT [steven.loeffler@state.co.us]
Sent: Wednesday, August 08, 2018 8:17 AM
To: Emily Collins
Subject: Re: For Review: Pomponio Terrace Metropolitan District (PLN2018-00025)
Attachments: image002.jpg

Emily,

I have reviewed the referral named above requesting an amendment to the financial plan for the Special District to serve the Pomponio Terrace Development and have no comments.

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, Aug 7, 2018 at 7:12 PM Greg Barnes <GJBarnes@adcogov.org> wrote:

Case Name:	Pomponio Terrace Metropolitan District
Case Number:	PLN2018-00025

August 7, 2018

The Adams County Planning Commission is requesting comments on the following request: **Amendment to the financial plan for the special district serve the Pomponio Terrace Development.**

The Assessor's Parcel Numbers are: 0182505100041, 0182505117001, 0182505117002, 0182505117003, 0182505117004, 0182505117005, 0182505117006, 0182505117007, 0182505117008, 0182505117009, 0182505117010, 0182505118001, 0182505118002, 0182505118003, 0182505118004, 0182505118005, 0182505118006, 0182505118007, 0182505118008, 0182505119001, 0182505119002, 0182505119003, 0182505119004, 0182505119005, 0182505119006, 0182505119007, 0182505119008, 0182505119009, 0182505119010, 0182505119011, 0182505119012, 0182505119013, 0182505119014, 0182505119015,



August 23, 2018

Greg Barnes
Adams County Community and Economic Development
4430 South Adams County Parkway, Suite W2000A
Brighton, CO 80601

RE: Pomponio Terrance Metropolitan District, PLN2018-00025
TCHD Case No. 5114

Dear Mr. Barnes,

Thank you for the opportunity to review and comment on the proposed financial plan for the special district to serve the Pomponio Terrace Development. Tri-County Health Department (TCHD) staff has reviewed the application for compliance with applicable environmental and public health regulations and has no comments.

Please feel free to contact me at 720-200-1571 with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Sheila Lynch", written in a cursive style.

Sheila Lynch
Land Use, Built Environment, and Health Program Manager

CC: Monte Deatrich, TCHD

MEMO

COMMUNITY DEVELOPMENT
DEPARTMENT

To: Greg Barnes

From: Robin Kerns

Subject: PLN2018-00025

Date: August 24, 2018

Thank you for allowing the City of Commerce City the opportunity to comment on land use cases in Adams County.

Staff has reviewed the proposal and has no comments.

Please contact me with any questions at rkerns@c3gov.com or 303-289-3693.



Request for Comments

Case Name: Pomponio Terrace Metropolitan District
Case Number: PLN2018-00025

August 7, 2018

The Adams County Planning Commission is requesting comments on the following request: **Amendment to the financial plan for the special district serve the Pomponio Terrace Development.**

The Assessor's Parcel Numbers are: 0182505100041, 0182505117001, 0182505117002, 0182505117003, 0182505117004, 0182505117005, 0182505117006, 0182505117007, 0182505117008, 0182505117009, 0182505117010, 0182505118001, 0182505118002, 0182505118003, 0182505118004, 0182505118005, 0182505118006, 0182505118007, 0182505118008, 0182505119001, 0182505119002, 0182505119003, 0182505119004, 0182505119005, 0182505119006, 0182505119007, 0182505119008, 0182505119009, 0182505119010, 0182505119011, 0182505119012, 0182505119013, 0182505119014, 0182505119015, 0182505119016, 0182505119017, 0182505119018, 0182505119019, 0182505119020, 0182505120001, 0182505120002, 0182505120003, 0182505120004, 0182505120005, 0182505120006, 0182505120007, 0182505120008, 0182505120009, 0182505120010, 0182505120011, 0182505120012, 0182505120013, 0182505121001, 0182505121002, 0182505121003, 0182505121004, 0182505121005, 0182505121006, 0182505121007, 0182505121008, 0182505121009, 0182505121010, 0182505121011, 0182505121012, 0182505121013, 0182505121014, 0182505121015, 0182505121016, 0182505121017, 0182505121018, 0182505121019, 0182505122001, 0182505122005, 0182505122007, 0182505122010, 0182505122013, 0182505122014, 0182505122015, 0182505122017, 0182505122018, 0182505122023, 0182505122025, 0182505122027, 0182505123001, 0182505123002, 0182505123003, 0182505123004, 0182505123005, 0182505123006, 0182505123007, 0182505123008, 0182505123009, 0182505123010, 0182505123011, 0182505123012, 0182505123013, 0182505123014, 0182505123015, 0182505123016, 0182505123017, 0182505123018, 0182505123019, 0182505123020, 0182505123021, 0182505123022, 0182505123023, 0182505123024, 0182505123025, 0182505123026, 0182505123028, 0182505123029, 0182505123030, 0182505123031, 0182505123032, 0182505123033, 0182505123034, 0182505123035, 0182505409002, 0182505409003, 0182505409004, 0182505409005, 0182505409006, 0182505409007, 0182505409008, 0182505409009, 0182505409010, 0182505410001, 0182505410002, 0182505410003, 0182505410004, 0182505410005, 0182505410006, 0182551000020, 0182551000021, 0182551000040.

In addition, a map has been provided with this letter.

Applicant Information: Pomponio Terrace Metropolitan District
Zachary White
2154 E. Commons Avenue, #2000
Centennial, CO 80122

Please forward any written comments on this application to the Community and Economic Development Department of at 4430 South Adams County Parkway, Suite W2000A Brighton, CO 80601-8216, or call (720) 523-6800 by 08/24/2018 in order that your comments may be taken into consideration in the

review of this case. If you would like your comments included verbatim please send your response by way of e-mail to ECollins@adcogov.org. Once comments have been received and the staff report written, the staff report and notice of public hearing dates will be forwarded to you for your information.

The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at www.adcogov.org/planning/currentcases.

Thank you for your review of this case.

A handwritten signature in black ink, appearing to read "Greg Barnes", with a long horizontal flourish extending to the right.

Greg Barnes
Case Manager

NOTICE OF PUBLIC HEARING FOR LANDUSE

NOTICE IS HEREBY GIVEN, that an application has been filed by **POMPONIO TERRACE HOLDINGS, LLC** Case # **PLN2018-00025** requesting: **Service Plan Amendment for the Pomponio Terrace Metropolitan District to provide additional funding for construction and maintenance of public services and facilities in the Pomponio Terrace Metropolitan District service area** on the following property:

LEGAL DESCRIPTION:

A parcel of land in the east half of Section 5, T 3 S, R 68 W of the 6th P.M., County of Adams, State of Colorado, more particularly described as follows:

(Note: The following courses are not based upon a field survey.)

Commencing at the northwest corner of said east half of Section 5, and considering the southwest corner of said east half of Section 5 to bear South 00°47'03" West; Thence South 00°47'03" West, a distance of 1400.01 feet; Thence South 89°12'57" East, a distance of 50.23 feet to the Point of Beginning;

Thence South 89°12'57" East along the north line of that certain parcel of land described in Book 4947 at Page 741, a distance of 200.00 feet;

Thence South 89°12'57" East along the north line of that certain parcel of land described in Book 4947 at Page 751, a distance of 35.88 feet;

Thence along the south right-of-way for West 70th Avenue the following five (5) courses:

1. Thence North 89°46'10" East, a distance of 63.91 feet;
2. Thence along the arc of a curve to the right having a radius of 260.00 feet and a central angle of 39°24'15", an arc distance of 178.81 feet (chord bears South 69°28'41" East, 175.31 feet);
3. Thence South 49°48'15" East, a distance of 396.78 feet;
4. Thence along the arc of a curve to the left having a radius of 340.00 feet and a central angle of 33°20'54", an arc distance of 197.89 feet (chord bears South 66°28'42" East, 195.11 feet);
5. Thence South 83°09'09" East, a distance of 519.66 feet;

Thence South 00°33'56" West along the west line of Lot 1, Block 1, Sundstrand Subdivision, a distance of 1299.82 feet; Thence along the north line of that certain parcel of land described in Book 5158 Page 820 the following four (4) courses:

1. Thence North 57°34'30" West, a distance of 382.11 feet;
2. Thence North 42°17'24" West, a distance of 182.93 feet;
3. Thence North 57°34'30" West, a distance of 130.95 feet;
4. Thence North 84°13'48" West, a distance of 196.66 feet;

Thence North 57°34'30" West along the northerly right-of-way line for the Burlington Northern and Santa Fe Railroad, a distance of 244.38 feet;

Thence along the easterly and northerly lines of that certain parcel of land described in Book 1299 Page 154 the following four (4) courses:

1. Thence North 31°55'33" East, a distance of 336.17 feet;
2. Thence North 58°04'27" West, a distance of 235.00 feet;
3. Thence North 00°48'03" East, a distance of 303.09 feet;
4. Thence North 89°11'57" West, a distance of 430.93 feet;

Thence along the east right-of-way line for Federal Boulevard the following five (5) courses:

1. Thence North 02°03'57" West, a distance of 21.28 feet;
2. Thence North 08°54'27" West, a distance of 72.21 feet;
3. Thence North 08°54'27" West, a distance of 213.55 feet;
4. Thence North 00°47'03" East, a distance of 26.62 feet;
5. Thence North 00°47'03" East, a distance of 150.00 feet to the Point of Beginning, containing 1,259,444 Square Feet, or 28.913 Acres, more or less.

(The above legal description was provided by the applicant and Adams County is not responsible for any errors and omissions that may be contained herein and assumes no liability associated with the use or misuse of this legal description.)

APPROXIMATE LOCATION: **6856 Federal Blvd.**

NOTICE IS HEREBY GIVEN that a public hearing will be held by the Adams County Board of County Commissioners in the Hearing Room of the Adams County Government Center, 4430 S. Adams County Parkway, Brighton, CO – 1st Floor, on the **11th day of December, 2018**, at the hour of 9:30 a.m., to consider the above request where and when any person may appear and be heard.

For further information regarding this case, please contact **Emily Collins** at the Department of Community and Economic Development, 4430 S. Adams County Pkwy, Brighton, CO 80601, 720.523.6820. This is also the location where the maps and/or text certified by the Planning Commission may be viewed.

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS
STAN MARTIN, CLERK OF THE BOARD

TO BE PUBLISHED IN THE November 15, 2018 ISSUE OF THE Westminster Window

Please reply to this message by email to confirm receipt or call **Megan Ulibarri** at 720.523.6800.

Emily Collins

From: Greg Barnes
Sent: Wednesday, October 31, 2018 12:28 PM
To: Emily Collins
Subject: RE: PLN2018-00025 Request for Comments Agency Email

matt.schaefer@adams12.org; Justin Blair; cwilder@acfpd.org; jon.greer@arvadafire.com; seminoegrandma@gmail.com; julie.seagreen@denverwater.org; berkeleywater@gmail.com; 'brandyn.wiedrich@centurylink.com'; carol.brown@ci.denver.co.us; rmcconnell@arvada.org; twilliams@ci.federal-heights.co.us; developmentsubmittals@cityofthornton.net; awalsh@cityofwestminster.us; mcummins@cityofwestminster.us; Eric Guenther; 'Williams - DNR, Joanna'; steven.loeffler@state.co.us; 'thomas_lowe@cable.comcast.com'; 'Kerns, Robin - CD'; steve.nalley@denvergov.org; Christine Fitch; patrickstock@crestviewwater.net; Mark Moskowitz; Matthew Emmens; Terry Barnhart; jwolfort@jeffco.us; Charlotte Ciancio; 'CSIMMONDS@MWRD.DST.CO.US'; ebarenberg@owen-engineering.com; Gosselin, Steve; manager@northpecoswater.org; 'jjames@nwsbsd.com'; Nathan Mosley; Aaron Clark; Marc Pedrucci; 'chris.quinn@rtd-denver.com'; Michael McIntosh; Scott Miller; 'firedept@cityofthornton.net'; dmallory@udfcd.org; Marissa Hillje; dhall@ci.westminster.co.us; jpeterson@adams50.org; George, Donna L



Greg Barnes

Planner II, *Community and Economic Development Dept.*
ADAMS COUNTY, COLORADO
4430 S. Adams County Parkway, 1st Floor, Suite W2000A
Brighton, CO 80601-8216
720.523.6853 gjbarnes@adcogov.org
adcogov.org

From: Emily Collins
Sent: Wednesday, October 31, 2018 12:22 PM
To: Greg Barnes
Subject: PLN2018-00025 Request for Comments Agency Email

Can you please forward the email you sent to agencies on August 7th?

I need the list of referral agencies for my report.

Thanks!



Emily Collins, AICP

Planner III, *Community and Economic Development*
ADAMS COUNTY, COLORADO
4430 South Adams County Parkway, W2000A
Brighton, CO 80601
o: 720-523-6820 | ecollins@adcogov.org
www.adcogov.org

PLN2018-00025

Pomponio Terrace Metropolitan District Service Plan Amendment

December 11, 2018

Board of County Commissioners

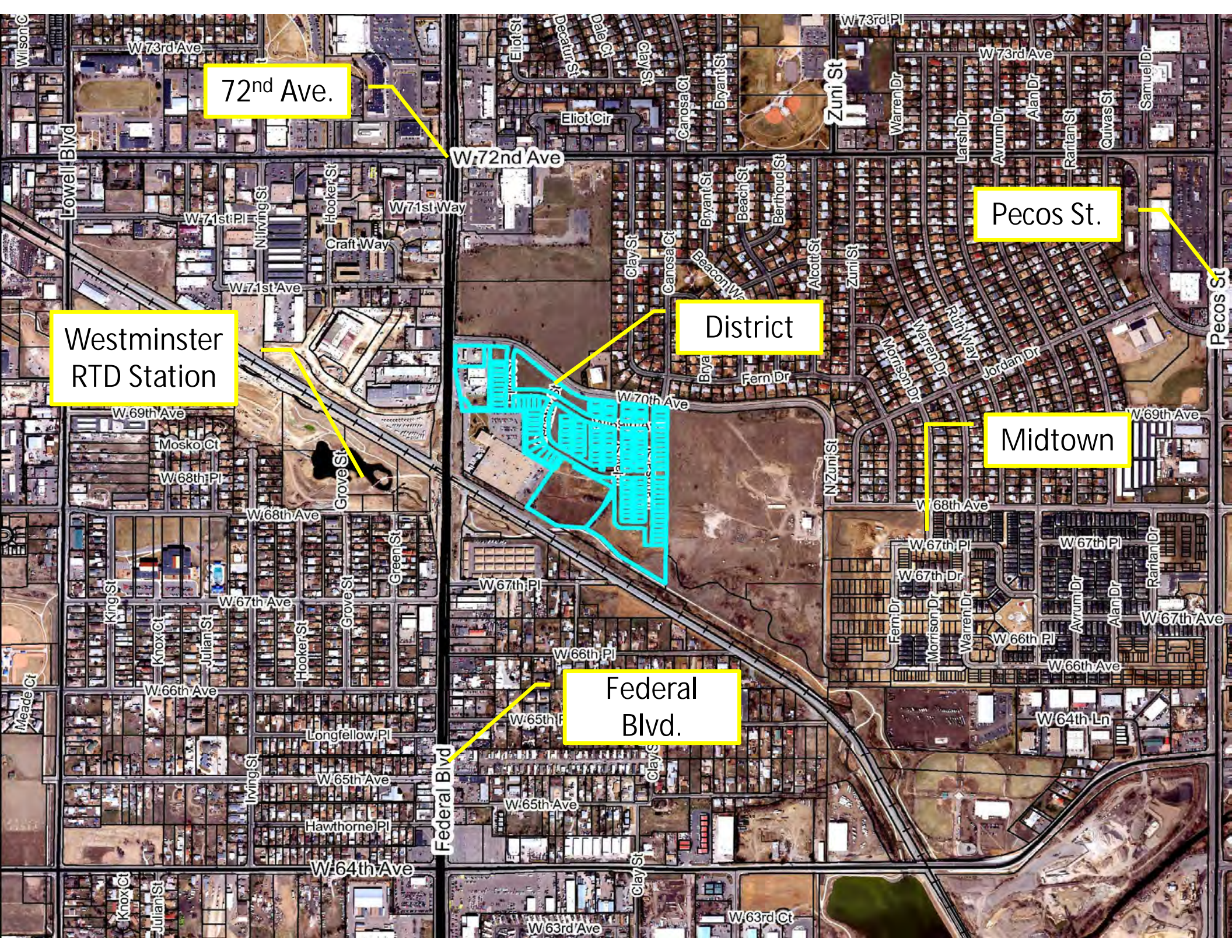
Community and Economic Development:

Emily Maldonado



Request

- An amendment to the approved service plan for the Pomponio Terrace Metropolitan District
 - Increase debt limitation
 - Increase maximum mill levy



72nd Ave.

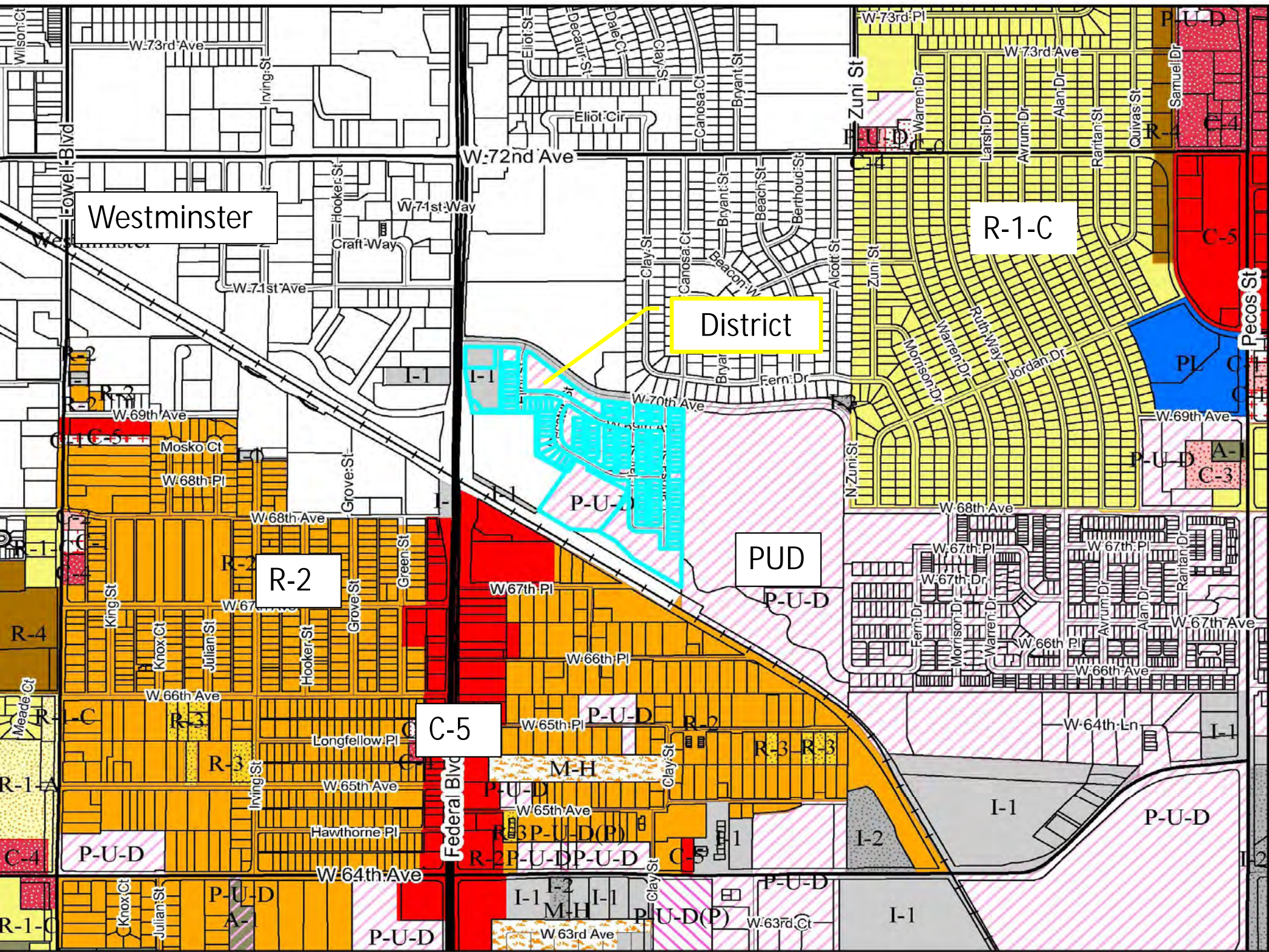
Westminster
RTD Station

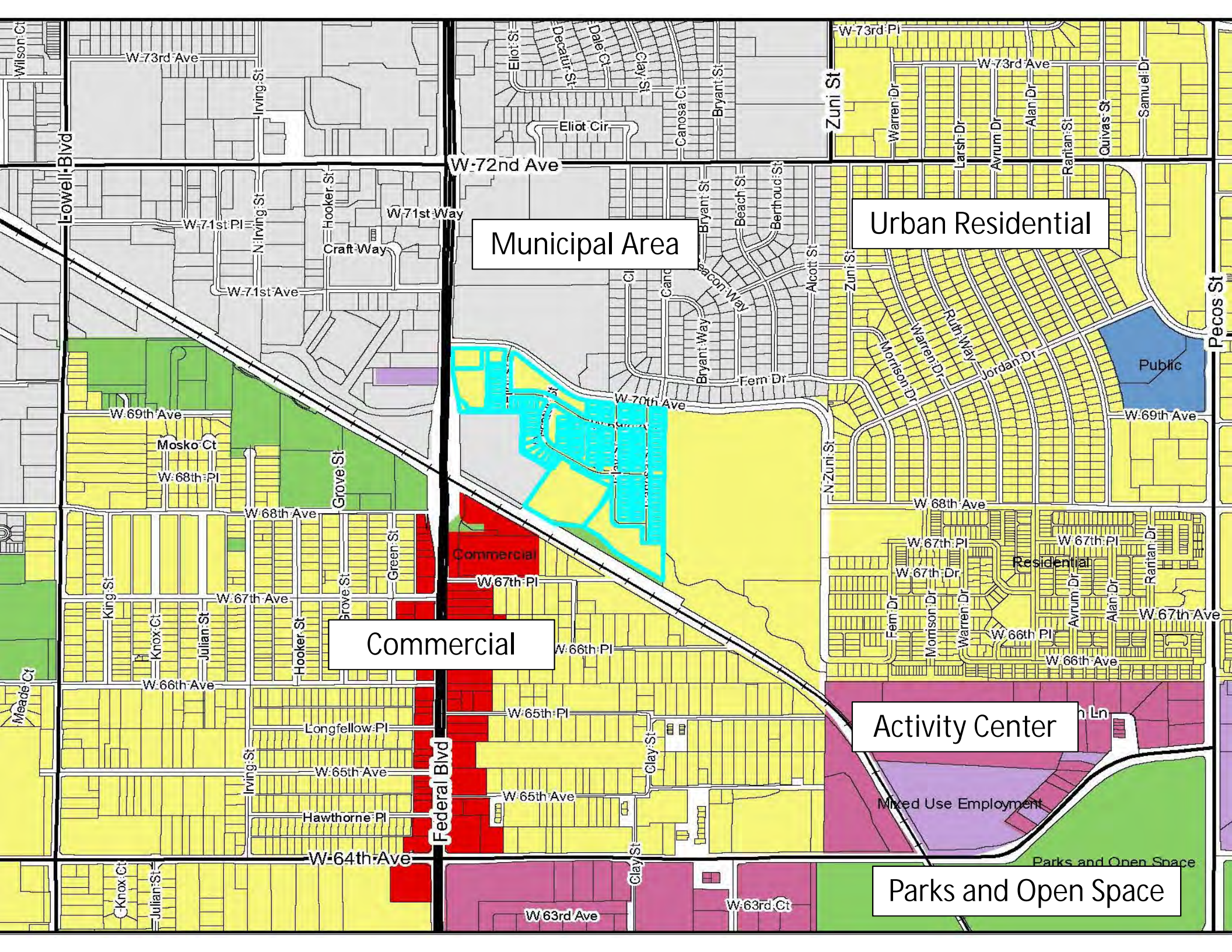
District

Pecos St.

Midtown

Federal
Blvd.





Municipal Area

Urban Residential

Commercial

Activity Center

Parks and Open Space

Background

- 2015:
 - Rezoning, preliminary plat, PDP for 248 SFD
- 2016:
 - Metropolitan District and Service Plan
 - FDP and final plats for Filings 1 and 2
- 2018
 - PDP amendment to allow townhomes

Background

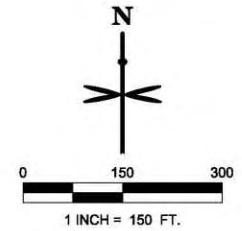
- Metropolitan District
 - Title 32, Article 1 C.R.S. Quasi-governmental entity
 - Provides 2+ services: drainage, water, sanitation
- Title 32, Article 1, Section 207 (2)(a)
 - Material modifications subject to BOCC approval
 - Changes of basic or essential nature
 - Ex: decrease in service, addition of service, change to indebtedness
 - Processed in same manner as original request

Development Standards



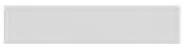

- Chapter 10-Special Districts
 - Description of area to be served
 - Description of proposed facilities & services
 - Financial plan (cost & debt)
- Findings
 - Sufficient existing and projected need for organized services
 - Existing service is inadequate for present and projected needs
 - Proposed district is capable of providing economical and sufficient service/ financial ability to repay debt

Mill Levy

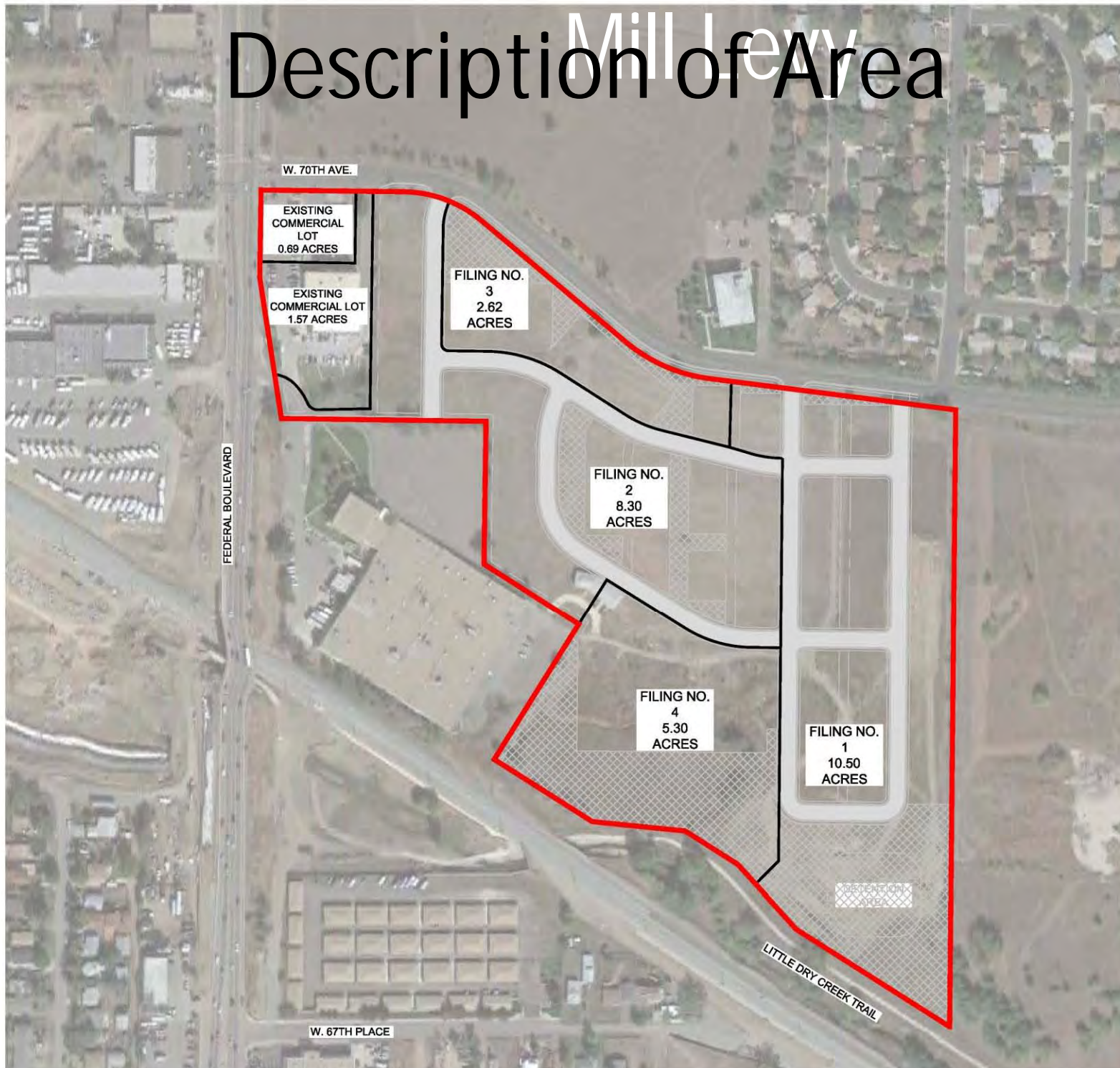
Description of Area



LEGEND

-  SERVICE AREA BOUNDARY/FUTURE INCLUSION AREA
-  FILING BOUNDARY
-  DEVELOPMENT AREA USED FOR COMMON MAIN ACCESS
-  DEVELOPMENT AREA USED FOR OPEN SPACE

- 29 acres
- 248 homes
- 20k sf commercial
- Maintenance:
 - Lighting
 - Detention
 - Landscape
 - Alleys



Financing Structure

- Est. cost of public improvements: \$8.6 million
 - Increase of \$1.1 million
- Max. debt limitation: \$10 million
 - Current: \$6 million
- Max. mill levy: 55.277
 - Current: 50 mills
- Construction commenced in 2017
 - Increase in actual costs since 2016 approval

Financing Structure

- Various revenue sources
 - Ad valorem property taxes & fees, rates, tolls, penalties
 - Public improvement fee (PIF)
- PIF
 - Imposed by private covenant or retail lease
 - 3.7 % of every transaction

Referral Comments

- Agencies/districts within 3 miles
 - No concerns: CDOT, Xcel, Tri-County, Commerce City
- Adams County agencies
 - Finance concerns with increased debt limitation

PC UPDATE

- November 8, 2018
 - Recommended unanimous approval (7-0) vote
- Discussion:
 - Changes in construction costs since 2016 approval
- Public Testimony:
 - None

Analysis

- Sufficient existing and projected need
- Existing service is inadequate
- Capable of providing service
- Financial ability to re-pay debt
- Adequate service will not be available through the County or other agency
- Facility and service standards compatible with County standards
- Compliance with Master Plan
- Compliance with County, regional, or state water quality management plans
- Creation of District in best interest of area to be served

Recommendation

PLN2018-00025 Pomponio Terrace Metropolitan District Service Plan Amendment

PC and Staff recommend Approval of this request with 9 findings-of-fact.

Findings of Fact

1. There is sufficient existing and projected need for organized service in the area to be serviced by the proposed District.
2. The existing service in the area to be served is inadequate for present and projected needs.
3. The proposed Special District is capable of providing economical and sufficient service to the area within its proposed boundaries.
4. The area to be included in the proposed Special District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.
5. Adequate service is not, or will not be, available to the area through the County, other existing municipal or quasi-municipal corporations, including existing Special Districts, within a reasonable time and on a comparable basis.

Findings of Fact

6. The facility and service standards of the proposed Special District are compatible with the facility and service standards of each county within which the proposed District is to be located and each municipality which is an interested party under C.R.S. Section 32-1-204 (1).
7. The proposal is in compliance with a master plan adopted pursuant to C.R.S. Section 30-28-106.
8. The proposal is in compliance with any duly adopted county, regional, or state long-range water quality management plan for the area.
9. The creation of the proposed District will be in the best interest of the area proposed to be served.

Property Taxes

- Actual value is not taxable value
 - Taxable is a % of actual= Assessed value
 - Residential assessment rate is 7.96%
- To calculate the property tax, multiply the assessed value times the decimal equivalent of the total mill levy.
- A mill is equal to 1/1000 of a dollar (\$1 per \$1,000).
- A tax rate is the mill levy expressed as a percentage.
- 98.42 mills = 9.842 percent or .09842 as the decimal equivalent.
- Assessed Value x Mill Levy= Taxes

Public Improvement Fee

- Not a sales tax
- Imposed by private covenant, retail lease
- Pay for specific improvements (“touch and concern” encumbered property)
 - Versus sales tax into general fund
 - Curb, sidewalks, fountains, landscape, etc.



**COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT**

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- 2.2 Aerial Map
- 2.3 Notice area Map
- 2.4 Future Land Use Map

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- 3.1 Applicant Written Explanation
- 3.2 Applicant PUD Amendment Sheet Set
- 3.3 Applicant Minor Subdivision Plat
- 3.4 Proof of water and sewer service

Exhibit 4- Referral Comments

- 4.1 Development Review Team Comments (Planning, Engineering, Right-of-Way, Building Safety, and Parks).
- 4.2 CDOT
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Exhibit 5- Citizen Comments

- 5.1 Angela Elliott c/o Todd Creek Homeowner Association

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- 6.1 Certificate of Posting
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**COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT
STAFF REPORT**

Board of County Commissioners

December 11, 2018

CASE No.: PRC2018-00010 CASE NAME: Bartley PUD Amendment No. 4	
Owner's Name:	O & G Land Holding, LLC (Gene Osborne)
Applicant's Name:	JR Osborne
Applicant's Address:	P.O. Box 3933, Greenwood Village, CO 80155
Location of Request:	11002 East 162 nd Place, Brighton, CO 80602
Nature of Request:	1.) Major Planned Unit Development (PUD) Amendment to the Todd Creek-Bartley PUD to create two lots out of an existing oil and gas lot and 2.) Minor Subdivision to create two lots of an existing 2.2 acre lot.
Zone District:	Planned Unit Development (PUD)
Site Size:	2.2302 acres
Proposed Uses:	Two single-family residential lots
Existing Use:	Residential
Comprehensive Plan:	Estate Residential
Hearing Date(s):	PC: November 8, 2018 / 6:00 p.m.
	BOCC: December 11, 2018/ 10:00 a.m.
Report Date:	October 22, 2018
Case Manager:	Libby Tart-Schoenfelder
Staff Recommendation:	APPROVAL with 14 Findings-of-Fact

SUMMARY OF PREVIOUS APPLICATIONS

On March 6, 2002, the Board of County Commissioners approved a preliminary planned unit development (Case # PUD2001-00031, Todd Creek Village) for 3,255 residential dwelling units (1,144 residential estate, 1,932 single-family detached, and 179 single-family attached units) and 109,009 square feet of neighborhood commercial on 2,254 acres.

On May 9, 2004, the Board of County Commissioners approved a major subdivision preliminary plat (Case # PLT2004-00032, Todd Creek–Bartley) to create 163 residential estate lots in the Todd Creek Village preliminary planned unit development (PUD).

On January 23, 2006, the Board of County Commissioners approved a major subdivision final plat (Case # PLT2005-00048) to create 172 residential estate lots in the Todd Creek Village preliminary PUD.

On February 26, 2007, the Board of County Commissioners approved a final development plan (Case # PUD2005-00024, Todd Creek Village–Bartley) to allow 172 residential estate lots in the Todd Creek Village Preliminary PUD.

On June 20, 2017, the Board of County Commissioners approved a minor subdivision to create 3 lots on 3.709 acres and a major amendment to the Todd Creek-Bartley PUD to include these 3 additional lots into the PUD (Case #PRC2016-00014).

SUMMARY OF APPLICATION

Background

The applicant is requesting to divide the subject property, a former oil and gas lot, into two lots. The approved PUD shows the subject site as one lot with an oil and gas well located on the lot. Per Section 2-01-10-02 of the County's Development Standards and Regulations, amendments to any approved development plan determined not to be a minor amendment shall be deemed a major amendment. In addition to the request to amend the preliminary development plan, per Section 2-02-18-01 of the County's Development Standards and Regulations, a minor subdivision is also required to divide the property into two lots. The minor subdivision requires approval of the Board of County Commissioners, as well as completing certain requirements associated with the development of the property. Staff determined the request is a major amendment to the PUD, which requires approval of the Board of County Commissioners. Per Section 2-02-18-03-04 of the Development Standards, a minor subdivision also requires approval of the BoCC.

The submitted plat shows each of the proposed lots will conform to the dimensional requirements of the existing Bartley PUD, which includes 150 feet of lot width and a minimum of one acre for each of the lot.

Site Characteristics:

Overall, the subject property is 2.2303 acres and currently contains an abandoned oil and gas well. The applicant has provided an abandonment report demonstrating that the oil and gas well is plugged and abandoned. In addition, there is also a proposed note on the plat to prohibit development of any dwelling unit until the developer of the land obtains a certified document from the Colorado Oil and Gas Commission that the property is safe for construction of a single-family dwelling unit.

Development Standards and Regulations Requirements

The site is currently zoned PUD and is within the Bartley Subdivision. Land uses allowed in the PUD are those consistent with the requirements of the County's Residential Estate (RE) zoned district, which include a minimum of one acre for development of a single-family residential lot. Dimensional requirements in the PUD also align with those of the RE district outlined in Section 3-11 of the County's Development Standards and Regulations. Specific minimum dimensional standards required for a lot in the PUD are outlined below:

	<u>Bartley PUD</u>	<u>RE Zone</u>
• Minimum lot size:	1 acre	1 acre
• Minimum frontage width:	150 feet	150 feet
• Maximum house height:	35 feet	35 feet
• Minimum house floor area:	1,800 square feet	1,800 square feet
• Maximum lot coverage:	12.5%	12.5%
• Front setback:	30 feet	30 feet
• Side setback:	17 feet & 5 feet	17 feet & 5 feet
• Rear setback:	20 feet	20 feet

Both of the proposed lots conform to the Bartley PUD requirements. Lot 1 consists of 1.105 acres and Lot 2 consists of 1.124 acres. Each lot also has approximately 151.57 feet of lot width coverage and access on East 162nd Place. There is adequate space on each of the proposed lots to accommodate septic systems. The Todd Creek Metropolitan District will provide water services to the site. The proposed PUD amendment to allow two lots from a former oil and gas lot is consistent with the overall final development plan. Overall, the Bartley PUD allows up to 0.79 density units/acre and with the addition of the two proposed, the ratio is less than this number, or 0.62 density units/acre.

Future Land Use Designation/Goals of the Comprehensive Plan for the Area

Adams County's Comprehensive Plan designates the subject property and surrounding area as Estate Residential. Per Chapter Five of the County's Comprehensive Plan, Estate Residential areas are designated for single-family housing at lower densities, typically no greater than 1 unit per acre, and with compatible secondary uses such as schools and parks. Goals for the Estate Residential designation include: allowing estate residential in areas with a similar land use pattern, to promote quality development, and to provide adequate public facilities.

The Bartley PUD was approved for development of single-family residential dwellings that also conform to the dimensional standards of the RE zone district. The request to divide an existing lot into two lots will not alter the character of the PUD, as each of the proposed lots still conforms to the minimum dimensional requirements and lot sizes. The request is also consistent with surrounding uses, which are all developed as single-family residential.

Surrounding Zoning Designations and Existing Use Activity:

Northwest PUD Single-Family	North PUD Single-Family	Northeast PUD Single-Family
West PUD Single-Family	Subject Property PUD Future Single-Family	East PUD Single-Family
Southwest PUD Single-Family	South PUD Future Single-Family	Southeast PUD Single-Family

Compatibility with the Surrounding Land Uses:

The surrounding area is developed as single-family residential within the Bartley PUD/Subdivision. The request to create two lots from an existing lot for the development of single-family homes will not alter the character of the neighborhood or surrounding area. It will have no significant negative impacts to surrounding uses.

PLANNING COMMISSION UPDATE:

The Planning Commission considered this case at a Public Hearing on November 8, 2018 and voted (7-0) to recommend approval to the Board of County Commissioners. The applicant spoke at the meeting and had no concerns with the staff report or presentation.

Staff Recommendation:

Based upon the application, the criteria for approval of a minor subdivision and a PUD amendment, staff recommends approval of this request with fourteen findings-of-fact.

Findings of Fact:

1. The final plat is in conformance with the subdivision design standards.
2. 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.
3. 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 that the system complies with state and local laws and regulations.
4. 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.
5. The proposed or constructed drainage improvements are adequate and comply with these standards and regulations.

6. 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.
7. The final plat is consistent with the Adams County Comprehensive Plan and any available area plan.
8. The final plat is consistent with the purposes of these standards and regulations.
9. The overall density of development within the proposed subdivision conforms to the zone district density allowances.
10. 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.
11. The PUD amendment is in general conformity with the Adams County Comprehensive Plan and any applicable area plan.
12. The PUD amendment conforms to the PUD standards.
13. The PUD amendment is consistent with any approved FDP for the property.
14. The PUD amendment 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.

PUBLIC COMMENTS

Property Owner and Occupants Notified	Number of Responses
73	1

As of writing this report, staff has received one response to the letter of notification sent to property owners and occupants within 750-feet of the subject property. The one comment from the Todd Creek Riverside Homeowners Association, provided at the time of the first review, requested that a) they receive notification of the application, and b) that the two new lots be incorporated into the Association at the time of the PUD Amendment recording. On September 4, 2018, the Association acknowledged a second submission but did not provide any further comment as of October 22, 2018.

COUNTY AGENCY COMMENTS

Adams County Development Services Engineering

Development Services Engineering reviewed the subject request and stated the property is not in a floodplain. The developer is required to obtain access permits for each individual lot.

Adams County Development Services Environmental

Development Services Environmental inspected the site to verify the plugged and abandonment of the oil and gas well on the site, and indicated in their review that: a) the notations on the plat satisfy the comments about the plugged and abandoned (P&A) well, and b) the applicant states that the flowlines to the P&A well were removed, so these are not marked on the plat. The County Oil & Gas Inspector witnessed their removal.

Adams County Development Services Addressing and Right-of-Way

Development Services Right-of-Way had minor comments during and the review, and all the comments have been resolved.

REFERRAL AGENCY COMMENTS

Responding with Concerns:

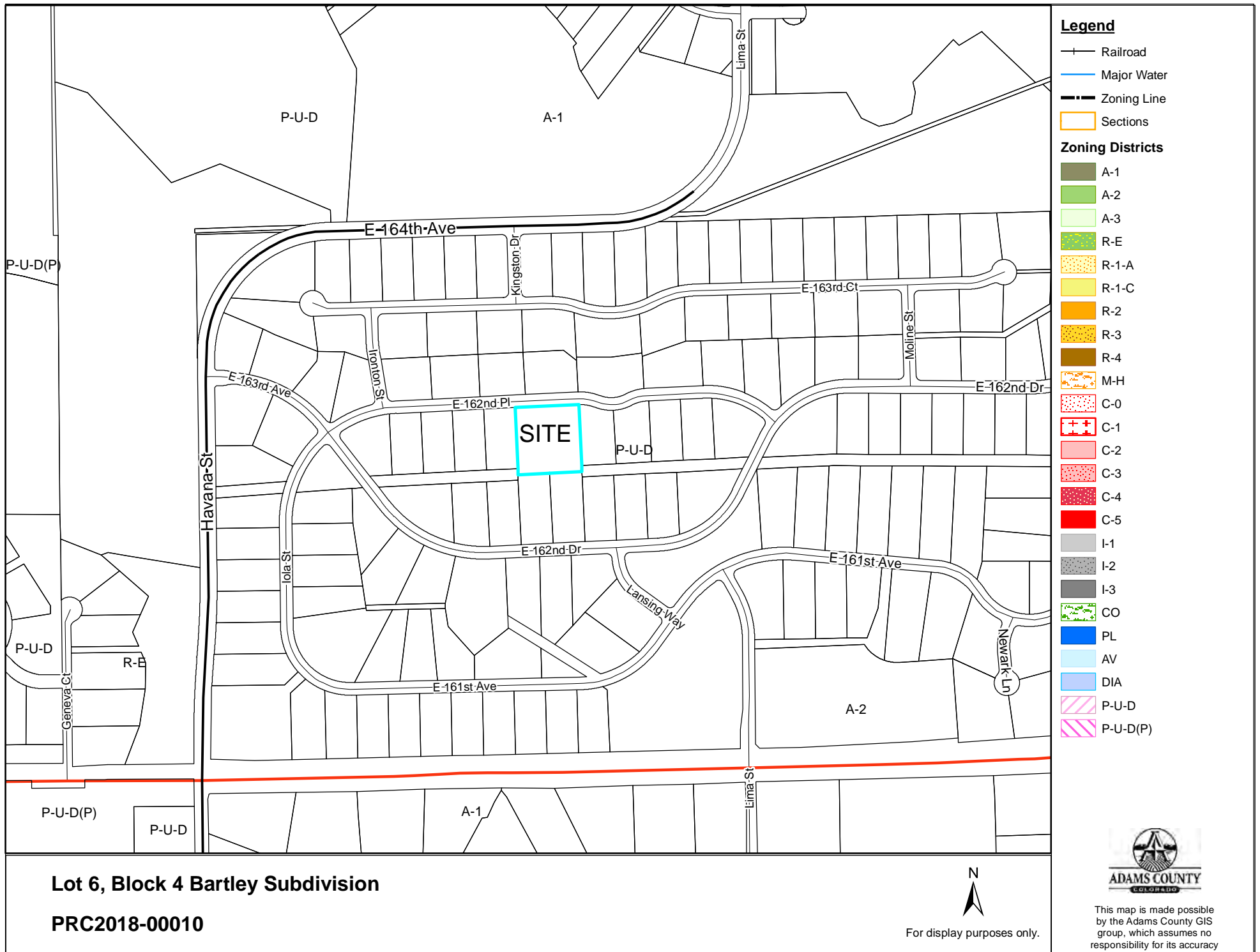
Colorado Geological Survey (CGS) – resolved following the second review

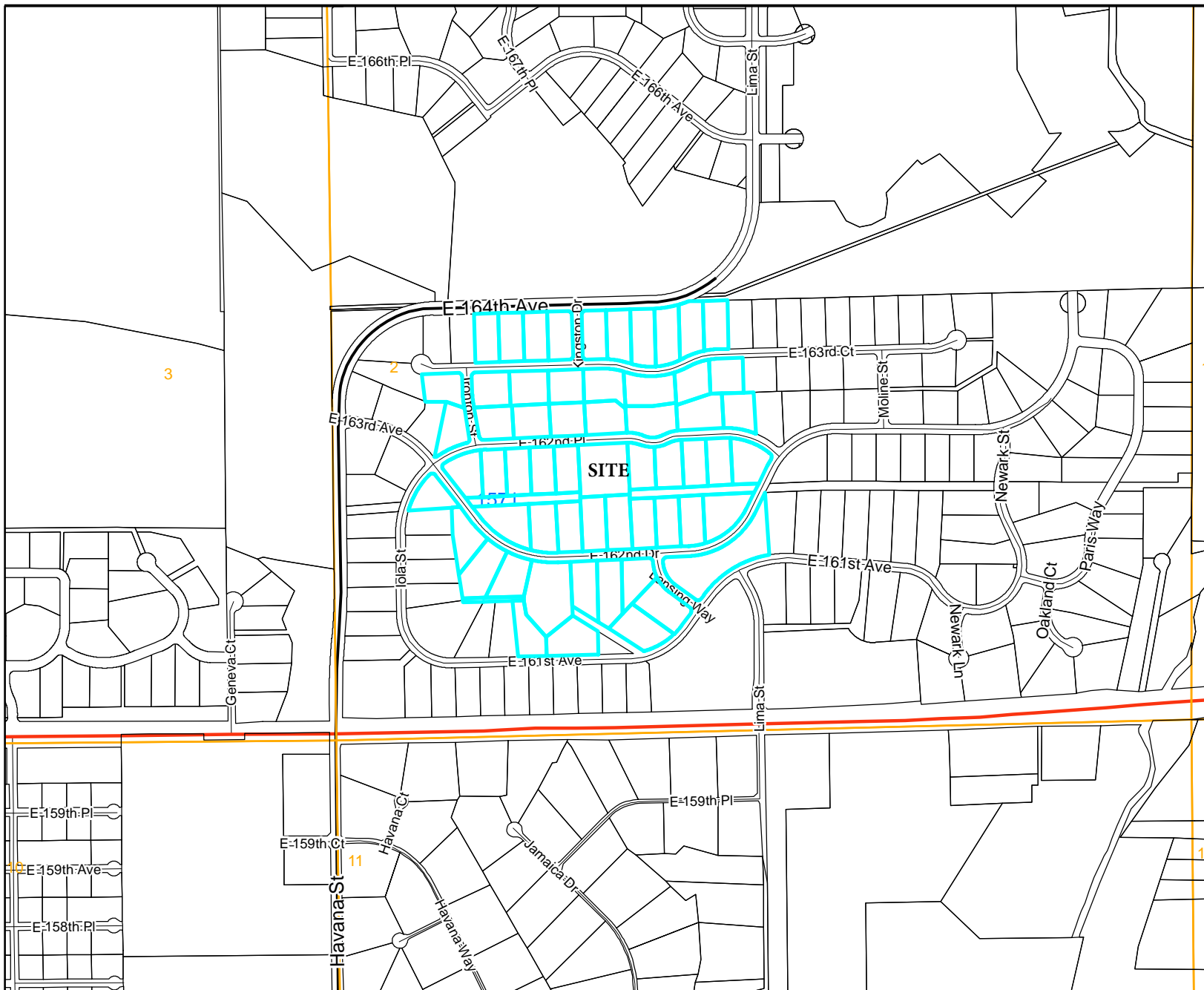
Responding without Concerns:

Adams County Building
Adams County Neighborhood Services
Adams County Parks
Adams County Treasurer's Office
CDOT
Thornton Fire
Tri-County Health Department
United Power
Xcel Energy

Notified but not Responding / Considered a Favorable Response:

Adams County Sheriff's Office
Brighton Fire District
Brighton School District 27J
Century Link
City of Brighton
City of Thornton
Colorado Division of Water Resources
Colorado Division of Wildlife
Comcast
Eagle Shadow Metro District 1/Spencer Fane
RTD
USPS





Legend

- Railroad
- Major Water
- Zoning Line
- Sections

Zoning Districts

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

Case Name BARTLEY PUD AMENDMENT No. 4

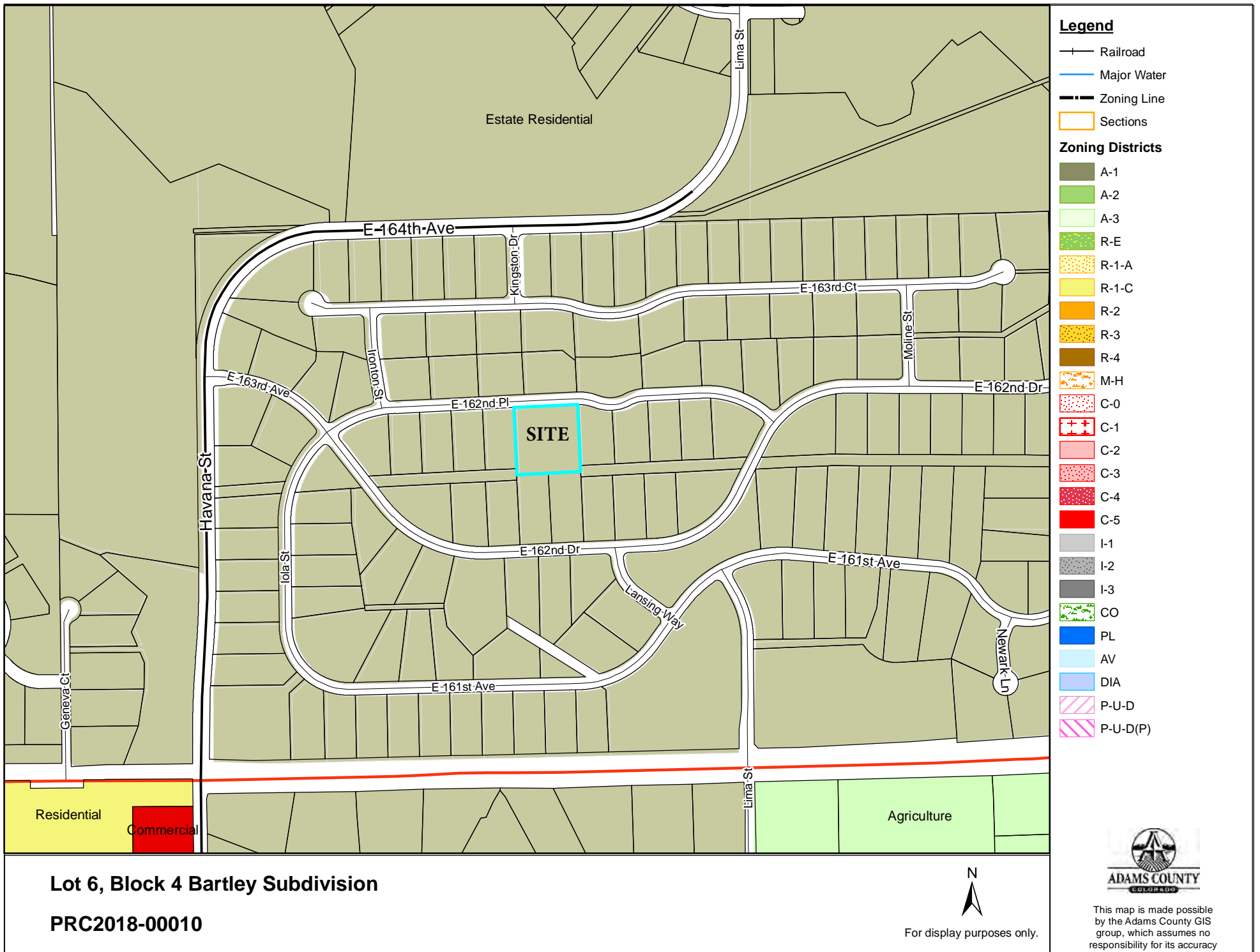
Case Number PRC2018-00010



For display purposes only.



This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy



Bartley Planned Unit Development - Amendment No. 4

The Bartley Subdivision (PLT2005-00048) was final platted in 2006 with (172) 1-acre lots. The subdivision is 283 acres with a dwelling unit/acre ratio of 0.61. The PUD standard allows up to 0.79 DU/AC.

There are several oil well lots within the original plat. As the wells were plugged and abandoned, the lots were split.

PRC2015-0002 Bartley PUD Amendment No. 1 - added 1 additional lot

PRC2015-0003 Bartley PUD Amendment No. 2 - added 1 additional lot

PRC2016-00014 Bartley PUD Amendment No. 3 - added 2 additional lots

With these additional lots, the DU/AC ratio for the Bartley Subdivision is 0.62.

The proposed Bartley PUD Amendment No. 4 will add one additional lot bringing the overall DU/AC ratio up to 0.625, still well below the allowable 0.79 DU/AC maximum.

Lot 6, Block 4 (11002 E. 162nd Place) of the Bartley Subdivision is a 2.2 acre lot that previously had an oil well on it when the Bartley Subdivision was originally platted.

All of the original PUD setback requirements will remain the same.

Bartley Subdivision - Amendment No. 4

Lot 6, Block 4 (11002 E. 162nd Place) of the Bartley Subdivision is a 2.2 acre lot that previously had an oil well on it when the Bartley Subdivision was originally platted.

The oil well has since been plugged and abandoned (Document #401544632 COGCC) and we are requesting to split the lot into (2) 1-acre lots.

The gas line has been removed from the 30' easement on the south end of the lot. There is no longer a functioning gas line within that easement in the Bartley Subdivision.

1-acre lots are consistent throughout the Bartley Subdivision.

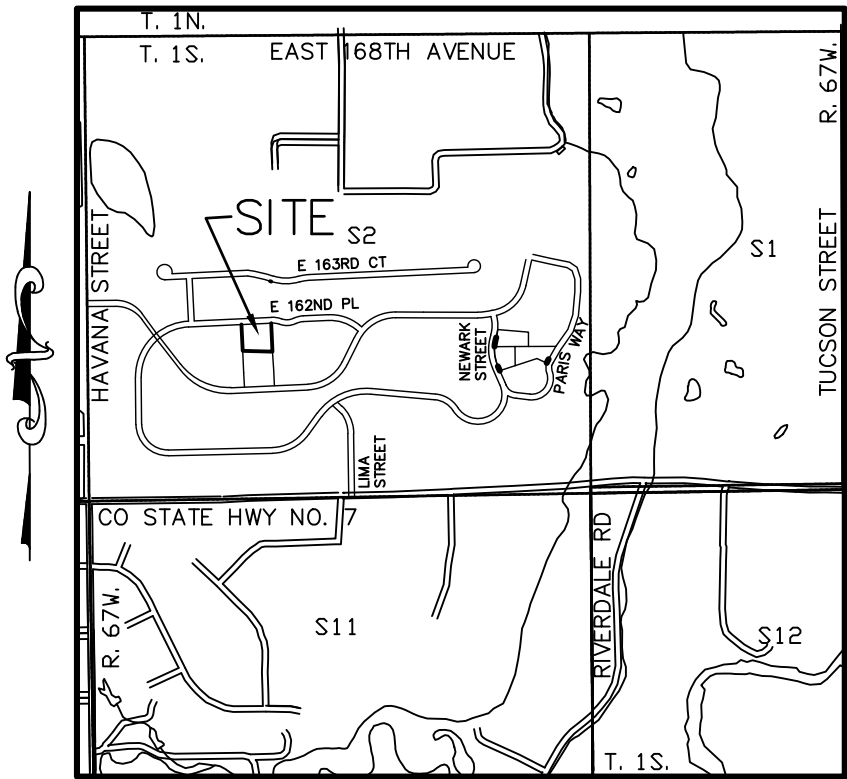
TODD CREEK VILLAGE
BARTLEY PROPERTY
Planned Unit Development - Amendment No. 4

LOT 6, BLOCK 4, BARTLEY SUBDIVISION, BEING PART OF THE SOUTH ONE-HALF OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO.

SHEET 1 OF 2

VICINITY MAP

SCALE: 1"=2000'



LEGAL DESCRIPTION: AMENDMENT NO. 4

LOT 6, BLOCK 4, BARTLEY SUBDIVISION, AS RECORDED IN RECEPTION NO. 2006000092280, ADAMS COUNTY RECORDS.

PUD NARRATIVE:

PLAT NOTE #3 OF BARTLEY SUBDIVISION, AS RECORDED IN RECEPTION NO. 2006000092280, ADAMS COUNTY RECORDS REQUIRES THAT A LOT MARKED WITH AN ASTERISK "*" WITH EXISTING OIL/GAS FACILITIES HAVE THOSE FACILITIES BE REMOVED BEFORE THE LOT CAN BE SOLD. AS THE EXISTING OIL/GAS FACILITIES ON LOT 6, BLOCK 4 HAVE BEEN REMOVED, THESE PROPOSED TWO LOTS ARE NOW ELIGIBLE FOR HOMESITE DEVELOPMENT IN ACCORDANCE WITH ALL APPLICABLE PLAT NOTES OF THE BARTLEY SUBDIVISION, AS RECORDED IN RECEPTION NO. 2006000092280, ADAMS COUNTY RECORDS, AND IN ACCORDANCE WITH ALL APPLICABLE STANDARDS OF THE TODD CREEK VILLAGE BARTLEY PROPERTY PLANNED UNIT DEVELOPMENT - FINAL DEVELOPMENT PLAN RECORDED IN RECEPTION NO. 20060413000376210, ADAMS COUNTY RECORDS, THAT ARE COPIED ON THIS TODD CREEK VILLAGE BARTLEY PROPERTY PLANNED UNIT DEVELOPMENT - AMENDMENT NO. 4 PLAN TO ALLOW DEVELOPMENT OF THESE ORIGINAL LOT INTO 2 HOMESITE LOTS AS SHOWN ON SHEET 2 OF 2 OF THE PUD PLAN UPON RECORDING OF THIS PUD PLAN AND THE RECORDING OF THE BARTLEY SUBDIVISION - AMENDMENT NO. 4 SUBDIVISION PLAT.

PUD STANDARDS

ZONING	PUD
LAND USE	RESIDENTIAL ESTATES DISTRICT PUD
ACREAGE	2.230 ACRES
MAXIMUM GROSS DENSITY	1.25 / AC
MINIMUM SETBACKS FOR RESIDENCE	
FRONT:	30'
FRONT: (STATE HWY. OR ARTERIAL)	50'
SIDE:	17' (ONE SIDE); 5' (OTHER SIDE)
SIDE ON CORNER LOT:	30' (LOCAL STREET); 50' (STATE HWY. OR ARTERIAL STREET)
REAR:	20'
MINIMUM FRONTAGE WIDTH AT FRONT SETBACK	150 FEET
MINIMUM SETBACK ACCESSORY BUILDING	
FRONT:	EQUAL TO PRINCIPAL RESIDENCE ON THE LOT
SIDE:	15'
SIDE ON CORNER LOT:	25'; 30' (STATE HWY. OR ARTERIAL ST.)
REAR:	10'
MAXIMUM BUILDING HEIGHT	RESIDENCE: 35'; ACCESSORY BUILDING: 25'
MAXIMUM LOT SIZE	1 AC.
MAXIMUM UNITS PER LOT	1
MINIMUM FLOOR AREA	1,800 SQUARE FEET
MAXIMUM FLOOR AREA	12.5% OF LOT AREA
PARKING	TWO OFF-STREET PARKING SPACES REQUIRED IN THE DRIVEWAY

CERTIFICATE OF OWNERSHIP:

O AND G LAND HOLDINGS, LLC, BEING THE OWNER OF LOT 1, BLOCK 9, AND OUTLOT I BARTLEY SUBDIVISION, A SUBDIVISION OF A PART OF THE SOUTH ONE-HALF OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, HEREBY SUBMIT THIS PLANNED UNIT DEVELOPMENT- AMENDMENT NO. 1 AND AGREE TO PERFORM UNDER THE TERMS NOTED HEREON.

EXECUTED THIS _____ DAY OF _____, 20____.

O AND G LAND HOLDINGS, LLC:

GENE OSBORNE, AUTHORIZED AGENT

ACKNOWLEDGEMENT:

STATE OF COLORADO)
COUNTY OF ADAMS)^{ss}

THE FOREGOING WAS ACKNOWLEDGED BY ME THIS _____ DAY OF _____, 20____,
BY GENE OSBORNE, AUTHORIZED AGENT, O AND G LAND HOLDINGS, LLC.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____
MY ADDRESS IS: _____

PLANNING COMMISSION APPROVAL:

APPROVED BY THE ADAMS COUNTY PLANNING COMMISSION THIS _____ DAY
OF _____, 20____.

CHAIR

BOARD OF COUNTY COMMISSIONERS APPROVAL:

APPROVED BY THE ADAMS COUNTY BOARD OF COUNTY COMMISSIONERS THIS
DAY
OF _____, 20____.

CHAIR

CERTIFICATE OF CLERK AND RECORDER

THIS PUD 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____.

BY: _____
DEPUTY COUNTY CLERK AND RECORDER

RECEPTION NO: _____

Prepared By:

R. W. BAYER & ASSOCIATES, INC.
2090 EAST 104TH AVENUE, SUITE 200
THORNTON, COLORADO 80233-4316
(303) 452-4433 RWBSURVEYING@HOTMAIL.COM
FILE: 018046B/018046B.DWG

Date Prepared: AUGUST 13, 2018

TODD CREEK VILLAGE BARTLEY PROPERTY

Planned Unit Development - Amendment No. 4

LOT 6, BLOCK 4, BARTLEY SUBDIVISION, BEING PART OF THE SOUTH ONE-HALF OF SECTION 2, TOWNSHIP 1
SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO.
SHEET 2 OF 2

CASE NO.: _____

FOUND 2" ALUMINUM CAP,
P. L. S. 35591, 0.5'
BELOW CAP, IN RANGE BOX

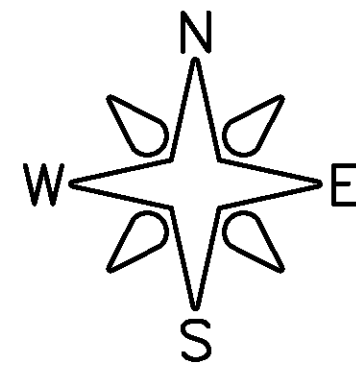
N87°20'26"E 868.08'
CENTERLINE EAST 168TH PLACE (BASIS FOR BEARINGS)

EAST 162ND PLACE

N2°39'34"W
30.00'

FOUND 2" ALUMINUM CAP,
P. L. S. 35591, 0.5'
BELOW CAP, IN RANGE BOX

FOUND 1-1/2" ALUMINUM
CAP, P. L. S. 28283,
0.2' BELOW GROUND



0 25' 50' 100'

SCALE: 1"=50'
LEGEND

● DENOTES: FOUND MONUMENT AS DESCRIBED HEREIN

"PER PLAT" DENOTES: AS SHOWN ON THE PLAT OF BARTLEY SUBDIVISION
(RECEPTION NO. 20060126000092280, ADAMS COUNTY RECORDS)

FOUND #5 REBAR, NO CAP,
0.3' BELOW GROUND

LOT 1

10982 EAST 62ND PLACE
CONTAINS 48,151 SQUARE FEET
OR 1.105 ACRES MORE OR LESS

LOT 2

11032 EAST 62ND PLACE
CONTAINS 48,978 SQUARE FEET
OR 1.124 ACRES MORE OR LESS

LOT 7
SUBDIVISION
ADAMS COUNTY RECORDS

30' EXCLUSIVE GASLINE
EASEMENT PER PLAT

FOUND 1-1/2" ALUMINUM
CAP, P. L. S. 28283,
0.2' BELOW GROUND

FOUND #5 REBAR, PARTIAL CAP,
ILLEGIBLE, 0.3' BELOW GROUND

FOUND 1-1/2" ALUMINUM
CAP, P. L. S. 28283,
0.2' BELOW GROUND

25' WATERLINE
EASEMENT PER THE
PLAT OF BARTLEY
SUBDIVISION

BLOCK 4, BARTLEY
(RECEPTION NO. 2006000092280,
ADAMS COUNTY RECORDS)

LOT 17

30' NON-EXCLUSIVE WATER LINE
EASEMENT REC. NO. 2013000102087,
ADAMS COUNTY RECORDS

BARTLEY SUBDIVISION
(RECEPTION NO. 2015000082498,
ADAMS COUNTY RECORDS)

LOT 1

AMENDMENT NO. 2
ADAMS COUNTY RECORDS

LOT 2

FOUND 1-1/2" ALUMINUM
CAP, P. L. S. 28283,
0.2' BELOW GROUND

FOUND #5 REBAR & CAP,
BOMBN, P. L. S. 34591,
0.2' BELOW GROUND

LOT 15

25' WATERLINE
EASEMENT PER THE
PLAT OF BARTLEY
SUBDIVISION

Prepared By:

R. W. BAYER & ASSOCIATES, INC.
2090 EAST 104TH AVENUE, SUITE 200
THORNTON, COLORADO 80233-4316
(303) 452-4433 RWBSURVEYING@HOTMAIL.COM
FILE: D18046B/D18046C.DWG

Date Prepared: AUGUST 13, 2018

BARTLEY SUBDIVISION - AMENDMENT NO. 4
A RESUBDIVISION OF LOT 6, BLOCK 4, BARTLEY SUBDIVISION, BEING A PART OF
THE SOUTH ONE–HALF OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF
THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO
SHEET 1 OF 2

CASE NO: PRC2018–0010

DEDICATION AND OWNERSHIP:

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED BEING THE OWNER OF:
LOT 6, BLOCK 4, BARTLEY SUBDIVISION AS RECORDED IN RECEPTION NO. 2006000092280,
ADAMS COUNTY RECORDS, A SUBDIVISION OF A PART OF THE SOUTH ONE-HALF OF SECTION 2, TOWNSHIP 1
SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO.
CONTAINS 97,129 SQUARE FEET OR 2.230 ACRES MORE OR LESS.

HAS BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME AS SHOWN ON THIS PLAT UNDER
THE NAME AND STYLE OF BARTLEY SUBDIVISION - AMENDMENT NO. 4, AND RESERVE THOSE PORTIONS OF
REAL PROPERTY WHICH ARE LABELED AS UTILITY EASEMENTS ON THIS PLAT, FOR THE INSTALLATION AND
MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES, INCLUDING BUT NOT LIMITED TO ELECTRIC
LINES, GAS LINES, TELEPHONE LINES, SEWER LINES, WATER LINES: TOGETHER WITH A RIGHT TO TRIM
INTERFERING TREES AND BRUSH, TOGETHER WITH A PERPETUAL RIGHT OF INGRESS AND EGRESS FOR
INSTALLATION, MAINTENANCE AND REPLACEMENT OF SUCH LINES; SAID EASEMENTS AND RIGHTS TO BE
UTILIZED IN A RESPONSIBLE AND PRUDENT MANNER.
EXECUTED THIS _____ DAY OF _____, 20 ____.

O AND G LAND HOLDINGS, LLC:

GENE OSBORNE, AUTHORIZED AGENT

ACKNOWLEDGEMENT:

STATE OF COLORADO) ^{SS}
COUNTY OF ADAMS)

THE FOREGOING WAS ACKNOWLEDGED BY ME THIS _____ DAY OF _____, 20 _____, BY
GENE OSBORNE, AUTHORIZED AGENT, O AND G LAND HOLDINGS, LLC.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____
MY ADDRESS IS: _____

PLAT NOTES:

THE ORIGINAL BARTLEY SUBDIVISION CASE# PLT2005-00048, RECEPTION NO. 2006000092280, ARE REPEATED BELOW WITH
NON-APPLICABLE NOTES REMOVED AND ANY MODIFICATION/CHANGE NOTED BELOW EACH NOTE.

1. BY GRAPHIC PLOTTING ONLY, THIS SITE LIES IN ZONE “X” (AREAS DETERMINED TO BE OUTSIDE THE 500 YEAR FLOODPLAIN)
OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 080010C055G, WITH AN EFFECTIVE DATE OF AUGUST 16, 1995.
MODIFICATION/CHANGE - NEW COMMUNITY PANEL NUMBER IS 08001C0326H WITH AN EFFECTIVE DATE OF MARCH 5, 2007.
2. ALL EASEMENTS SHOWN ARE UTILITY AND DRAINAGE EASEMENTS UNLESS OTHERWISE NOTED. ALL EASEMENTS ALONG ROADS ARE
ALSO SLOPE EASEMENTS. THE AREAS SHOWN HEREON AS “EXCLUSIVE DRAINAGE EASEMENT” SHALL PROHIBIT ANY STRUCTURES,
OBSTRUCTIONS OR MODIFICATIONS OF THE DRAINAGE GRADING TO OCCUR WITHIN THESE AREAS.
3. ENLARGED ONSITE WASTEWATER SYSTEM (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. BASED ON AN EVALUATION OF THE SOILS, TRI-COUNTY HEALTH DEPARTMENT MAY RECOMMEND AN ENGINEERED OR
LARGER OWS THAN THE MINIMUM REQUIRED BASED SOLELY UPON THE PERCOLATION TEST RESULTS.

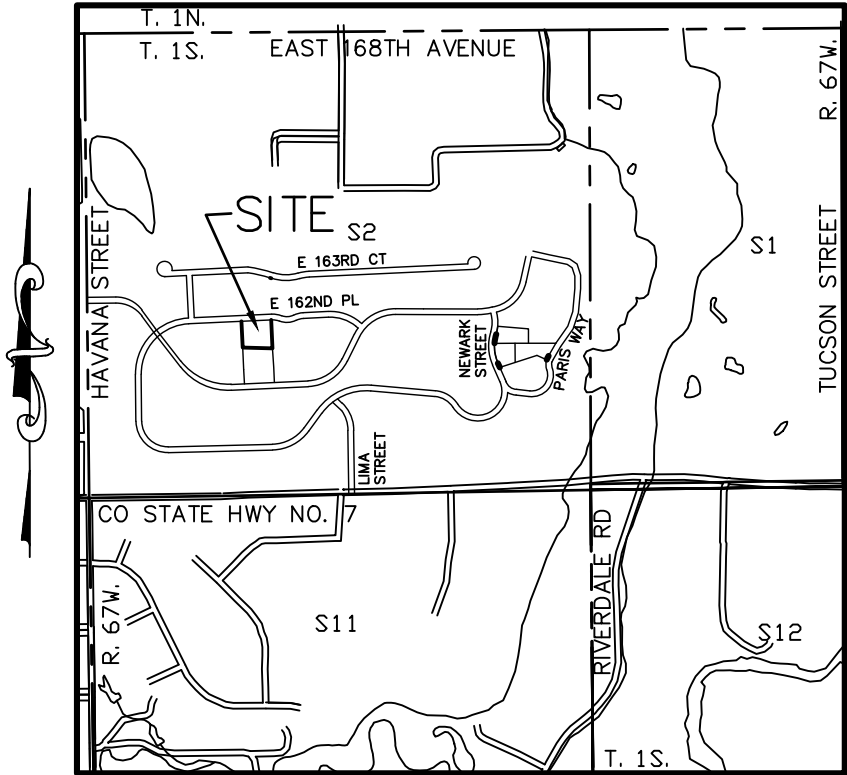
SUITABLE AREA NEEDS TO BE DESIGNATED ON EACH LOT SITE PLAN FOR BOTH PRIMARY AND REPLACEMENT WASTEWATER ABSORPTION
AREAS. REPLACEMENT OF THE PRIMARY ABSORPTION AREA MAY BE REQUIRED, IF FAILURE OF THE PRIMARY AREA OCCURS. THESE
AREAS NEED TO MEET ALL TRI-COUNTY HEALTH DEPARTMENT SETBACK REQUIREMENTS, AND ARE TO REMAIN FREE OF ANY
IMPROVEMENTS, E.G. IRRIGATED LANDSCAPE, PAVING, OUT-BUILDINGS, ETC.

THE TODD CREEK VILLAGE METROPOLITIAN DISTRICT HAS IMPLEMENTED MAINTENANCE AND INSPECTION PROGRAM FOR ONSITE
WASTEWATER SYSTEMS (OWS) WITHIN THE DISTRICT. THE DISTRICT SHALL BE CONTACTED FOR SPECIFIC REQUIREMENTS OF THE
PROGRAM.

4. EIGHT-FOOT (8') WIDE UTILITY EASEMENTS GRANTED BY THE PLAT OF BARTLEY SUBDIVISION ON PRIVATE PROPERTY ADJACENT
TO THE FRONT LOT LINES OF EACH LOT WITHIN THE SUBDIVISION PLATTED AREA. THESE EASEMENTS ARE DEDICATED FOR THE
INSTALLATION, MAINTENANCE, AND REPLACEMENT OF ELECTRIC, GAS, TELEPHONE, CABLE, AND TELECOMMUNICATION FACILITIES.
UTILITIES SHALL ALSO BE PERMITTED WITHIN ANY ACCESS EASEMENTS AND PRIVATE STREETS WITHIN THE SUBDIVISION. PERMANENT
STRUCTURES AND WATER METERS SHALL NOT BE PERMITTED WITHIN SAID UTILITY EASEMENTS.
MODIFICATION/CHANGE - INSTEAD OF EIGHT-FOOT (8') WIDE UTILITY EASEMENTS IN ALL CASES, FIFTEEN-FOOT (15') UTILITY
AND DRAINAGE EASEMENTS WERE PROVIDED ON THE FRONT LOT LINES BY THE PLAT OF BARTLEY SUBDIVISION AND ARE SHOWN ON
THIS PLAT.
5. 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 ENVELOPES.
6. ADAMS COUNTY IS NOT RESPONSIBLE FOR THE ENFORCEMENT OF ANY COVENANTS, CONDITIONS, OR RESTRICTIONS THAT MAY BE
FILED AGAINST THIS SUBDIVISION PLAT.
7. THE DEVELOPER SHALL RELOCATE ANY AND ALL OIL OR GAS LINES THAT PREVENT AN ADEQUATE OWS FROM BEING INSTALLED ON
ANY LOT.
8. LOT FENCING IS TO BE PLACED ON THE PERIMETER OF THE GAS LINE EASEMENTS AND THE EXISTING WATER LINE EASEMENT.
NO FENCING, LANDSCAPING OR PERMANENT STRUCTURES ARE TO BE PLACED WITHIN THE LIMITS OF THE GAS LINE EASEMENTS AND
WATER LINE EASEMENTS SHOWN HEREON.
9. THERE ARE EXISTING UNDERGROUND GAS AND/OR OIL LINES WITHIN UNDOCUMENTED EASEMENTS WITHIN THIS DEVELOPMENT. THIS
IS A GENERAL NOTE INFORMING THAT SUCH LINES OR EASEMENTS MAY EXIST ON ANY LOT AND CANNOT BE ACCURATELY LOCATED ON
ANY PLATS AND THAT THE SURVEYOR AND ENGINEER ARE NOT LIABLE OR RESPONSIBLE FOR ANY BUILDING RESTRICTIONS OR
LIMITATIONS CAUSED BY THESE LINES OR EASEMENTS. RESPONSIBILITY IS WITH THE OWNER/DEVELOPER TO LOCATE ANY SUCH LINES
SO AS TO PROVIDE AN ACCEPTABLE BUILDING ENVELOP.

VICINITY MAP

SCALE: 1" = 2000'



BASIS FOR BEARINGS:

THE CENTERLINE OF EAST 162ND PLACE AS SHOWN ON THE
RECORDED PLAT OF BARTLEY SUBDIVISION, RECEPTION NO.
20060126000092280, ADAMS COUNTY RECORDS, BEARS
N87°20'26"E. ALL BEARINGS SHOWN IN THIS DRAWING ARE
RELATIVE THERETO. MONUMENTS ARE AS SHOWN HEREON.

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 LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY
BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE
CERTIFICATION SHOWN HEREON.

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY R.W.
BAYER & ASSOCIATES, INC. OF THE PROPERTY SHOWN AND
DESCRIBED HEREIN TO DETERMINE OWNERSHIP OF THE TRACT OF
LAND, COMPATIBILITY OF THIS DESCRIPTION WITH THOSE OF
ADJACENT TRACTS OF LAND OR RIGHTS-OF-WAY, EASEMENTS OR
ENCUMBRANCES OF RECORD AFFECTING THIS TRACT OF LAND R.W.
BAYER & ASSOCIATES HAS RELIED UPON COMMONWEALTH LAND
TITLE INSURANCE COMPANY COMMITMENT NO.
H0527940-023-CN4-CN DATED AUGUST 10, 2018 AT 8:00 A.M.
FOR OWNERSHIP AND FOR THE PURPOSE OF SHOWING RECORDED
EASEMENTS AND RIGHT-OF-WAY ACROSS THESE PREMISES.

PLAT NOTES CONTINUED:

10. THE POLICY OF THE COUNTY REQUIRES THAT MAINTENANCE ACCESS BE PROVIDED TO ALL STORM DRAINAGE FACILITIES 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 OWNERS FAIL TO ADEQUATELY MAINTAIN SAID MAINTENANCE, ALL SUCH MAINTENANCE COSTS WILL BE ASSESSED TO THE
PROPERTY OWNERS.

11. THE PROPERTY MAY BE SUBJECT TO THE FOLLOWING ITEMS FROM COMMONWEALTH LAND TITLE INSURANCE COMPANY COMMITMENT
NO. H0527940-023-CN4-CN DATED AUGUST 10, 2018 AT 8:00 A.M. SCHEDULE B EXCEPTIONS (NOT ALL EXCEPTIONS ARE LISTED):
A. MULTIPLE REFERENCES TO WATER AND MINERAL RIGHTS.
B. 50' WIDE WATER PIPELINE BLANKET EASEMENT IN BOOK 631 AT PAGE 258.
C. UREA BLANKET EASEMENT IN BOOK 1459 PAGE 183.
D. MULTIPLE REFERENCES TO OIL AND GAS LEASES/SURFACE NOTIFICATIONS/SURFACE USE AGREEMENTS.
E. OIL/GAS EASEMENT OF RECORD IN BOOK 2976 PAGE 319, BOOK 2831 AT PAGE 206, BOOK 3083 PAGE 294.
F. RIGHT-OF-WAY AGREEMENT OF RECORD AT RECEPTION NO. C0999711.
G. MULTIPLE REFERENCES FOR INCLUSION IN VARIOUS DISTRICTS.
12. OIL AND GAS OPERATIONS: EACH BUYER OF A LOT IN THIS SUBDIVISION ACKNOWLEDGES AND AGREES THAT (1) THERE ARE
CONTINUING OIL AND GAS OPERATIONS IN AND AROUND THE EXISTING WELLS AND/OR PRODUCTION SITES (2) THERE MAY BE FUTURE
WELLS AND PRODUCTION SITES DRILLING ASSOCIATED OIL AGREEMENTS ENTERED INTO WITH ENCANA CORPORATION AND KP KAUFMAN
INC.
13. INDIVIDUAL SEWAGE DISPOSAL SYSTEMS (ISDS). MAINTENANCE OF THE ISDS WILL BE UNDERTAKEN BY THE TODD CREEK
METROPOLITAN DISTRICT NO. 1 (TCFMD1). NO SEPTIC TANK SHALL BE CONSTRUCTED FURTHER THAN 150' FROM THE GARAGE
DRIVEWAY. SEPTIC TANK PUMPING TRUCKS WILL ACCESS THOSE DRIVEWAYS FOR MAINTENANCE PURPOSES. DRIVEWAYS WILL BE
CONSTRUCTED ACCORDINGLY. ALL ISDS WILL BE APPROVED BY TCFMD1 PRIOR TO CONSTRUCTION.
14. NOTICE TO PROSPECTIVE BUYERS: THERE IS AN ABANDONED WELL LOCATED ON THIS PLAT. PURSUANT TO ADAMS COUNTY
DEVELOPMENT STANDARDS SECTION 4-10-02-03-03-05(2) THERE IS A 50 FT X 100 FT BUFFER AROUND THE ABANDONED WELLHEAD
DEDICATED AS A WELL MAINTENANCE AND WORKOVER SETBACK. NO STRUCTURES SHALL BE LOCATED WITHIN THIS SETBACK. THERE IS
A 20FT ACCESS SHOWN ON THIS PLAT FOR THE PURPOSES OF PUBLIC ACCESS FOR INGRESS AND EGRESS TO THE SETBACK AREA.
15. NO SURFACE EVIDENCE OF THE OIL/GAS PROCESSOR/WELL/TANKS ON THESE PROPOSED LOTS WAS FOUND, EXCEPT AS SHOWN IN
THE EASEMENT.

SURVEYOR'S CERTIFICATE:

I, **RAYMOND W. BAYER**, A REGISTERED 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 THIS SURVEY WAS PERFORMED BY ME OR UNDER MY
DIRECT RESPONSIBILITY, SUPERVISION AND CHECKING, AND THAT THIS PLAT ACCURATELY REPRESENTS
SAID SURVEY, AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON.

RAYMOND W. BAYER,
REG P.L.S. NO. 6973

APPROVALS:

PLANNING COMMISSION APPROVAL:

APPROVED BY THE ADAMS COUNTY PLANNING COMMISSION THIS _____ DAY
OF _____, 20 ____.

CHAIR

BOARD OF COUNTY COMMISSIONERS APPROVAL:

APPROVED BY THE ADAMS COUNTY BOARD OF COUNTY COMMISSIONERS THIS _____ DAY
OF _____, 20 ____.

CHAIR

CERTIFICATE OF CLERK AND RECORDER

THIS 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 ____.

BY: _____
DEPUTY COUNTY CLERK AND RECORDER

Prepared By:

R. W. BAYER & ASSOCIATES, INC.
2090 EAST 104TH AVENUE, SUITE 200
THORNTON, COLORADO 80233-4316
(303) 452-4433 RWBSURVEYING@HOTMAIL.COM
FILE: 018046/018046.DWG

Date Prepared: MARCH 23, 2018
REVISED 04-24-2018 ADD WELL REPORT
REVISED 08-13-2018 PER COUNTY

RECEPTION NO: _____

BARTLEY SUBDIVISION - AMENDMENT NO. 4

A RESUBDIVISION OF LOT 6, BLOCK 4, BARTLEY SUBDIVISION, BEING A PART OF THE SOUTH ONE-HALF OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO
SHEET 2 OF 2

CASE NO: PRC2018-0010

FOUND 2" ALUMINUM CAP,
P.L.S. 35591, 0.5'
BELOW CAP, IN RANGE BOX

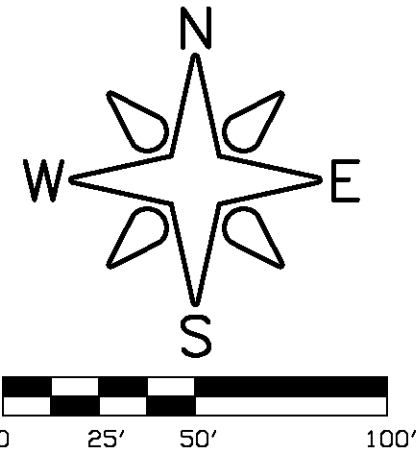
N87°20'26"E 868.08'
CENTERLINE EAST 168TH PLACE (BASIS FOR BEARINGS)

EAST 162ND PLACE

N2°39'34"W
30.00'

FOUND 2" ALUMINUM CAP,
P.L.S. 35591, 0.5'
BELOW CAP, IN RANGE BOX

FOUND 1-1/2" ALUMINUM
CAP, P.L.S. 28283,
0.2' BELOW GROUND



SCALE: 1"=50'
LEGEND

● DENOTES: FOUND MONUMENT AS DESCRIBED HEREIN

"PER PLAT" DENOTES: AS SHOWN ON THE PLAT OF BARTLEY
SUBDIVISION, RECEPTION NO.
2006000092280, ADAMS COUNTY RECORDS

FOUND #5 REBAR, NO CAP,
0.3' BELOW GROUND

LOT 1

10982 EAST 62ND PLACE
CONTAINS 48,151 SQUARE FEET
OR 1.105 ACRES MORE OR LESS

LOT 2

11032 EAST 62ND PLACE
CONTAINS 48,978 SQUARE FEET
OR 1.124 ACRES MORE OR LESS

LOT 7
SUBDIVISION
ADAMS COUNTY RECORDS

FOUND 1-1/2" ALUMINUM
CAP, P.L.S. 28283,
0.2' BELOW GROUND

FOUND #5 REBAR, PARTIAL CAP,
ILLEGIBLE, 0.3' BELOW GROUND

FOUND 1-1/2" ALUMINUM
CAP, P.L.S. 28283,
0.2' BELOW GROUND

FOUND #5 REBAR,
NO CAP, 0.3'
BELOW GROUND

FOUND 1-1/2" ALUMINUM
CAP, P.L.S. 28283,
0.2' BELOW GROUND

FOUND #5 REBAR & CAP,
BOMBN, P.L.S. 34591,
0.2' BELOW GROUND

BLOCK 4, BARTLEY
(RECEPTION NO. 2006000092280)

AMENDMENT NO. 2
ADAMS COUNTY RECORDS

Prepared By:

R. W. BAYER & ASSOCIATES, INC.
2090 EAST 104TH AVENUE, SUITE 200
THORNTON, COLORADO 80233-4316
(303) 452-4433 RWBSURVEYING@HOTMAIL.COM
FILE: D18046/D18046.DWG

Date Prepared: MARCH 23, 2018
REVISED 04-24-2018 ADD WELL REPORT
REVISED 08-13-2018 PER COUNTY



October 23, 2018

RE: Conditional Will Serve Letter for 11032 E. 162nd Place, Adams County, Colorado-

Dear Mr. Osborne:

You are the owner's representative of 11032 E. 162 Place, Brighton CO 80602 in Adams County, Colorado (the "Property"). The Property is located in the Riverside Subdivision in Adams County, Colorado. The Property is located within the service area of Todd Creek Village Metropolitan District ("TCVMD"). It is the understanding of TCVMD that you intend to develop residential home sites (the "Site") on the Property. Therefore, this site is the subject of this conditional will serve letter from TCVMD.

TCVMD is willing and able to provide potable and non-potable water service ("Service") to the Property subject to the following conditions, which shall be conditions precedent to any obligation on the part of TCVMD to provide service:

1. You shall pay TCVMD's then current water tap fees and all other fees, rates, tolls and charges imposed pursuant to TCVMD's then current rules and regulations.
2. You shall design, construct, acquire easements and install any and all infrastructure required or deemed necessary by TCVMD to provide Service to your Property (including but not limited to: service taps, service lines, mainlines or any other improvements and facilities required, including any permits or improvements required by Adams County for work within County R.O.W.). You shall design all such infrastructure according to TCVMD's design standards and in accordance with TCVMD's rules and regulations. Further, you shall reimburse TCVMD for any and all costs it incurs related to its review of the infrastructure design, construction and installation, including reimbursement of its engineers and consultants.
3. You understand and agree that TCVMD will not provide sewer services to the Property; rather, only potable and non-potable water services will be provided by TCVMD.
4. You shall enter into a written tap purchase agreement reaffirming your willingness to be bound by, among other terms, those set forth in this will serve letter.

TCVMD will provide you with non-monetary assistance in your acquisition of easements necessary to provide for offsite infrastructure to allow TCVMD to provide Service to the Property. In addition, TCVMD will provide the terms of, and administer, reimbursement or cost recovery agreements related to the installation or upsizing of offsite facilities or infrastructure designed and constructed by you benefiting future development receiving Service from TCVMD. The standard life span of such reimbursement agreements is ten years.



Potable and non-potable water service will be provided to the Site subject to and conditioned upon the terms of the TCVMD's rules and regulations as they may be amended from time to time and the payment of all fees, rates and charges imposed thereunder. This commitment shall run only to the Site and shall not be transferrable or assignable in any manner whatsoever .

This conditional will serve commitment shall not be effective until you enter into a tap purchase agreement with TCVMD indicating your willingness to be bound by the terms set forth herein.

If you have any follow-up questions or concerns, please do not hesitate to contact me.

Very truly yours,

Don Summers, General Manager
Todd Creek Village Metropolitan District

cc: Blair Dickhoner, District Counsel
Todd Creek Village Metropolitan District - Board of Directors

10450 E 159TH CT
BRIGHTON CO 80602
OFFICE 303.637.0344 FAX 303.637.0422

WWW.TODDCREEKVILLAGE.ORG

Initial Review Comments

Planning Division: Development Services

Name of Review: Libby Tart-Schoenfelder

PLN4: COMMENTS:

- a. The applicant needs to prepare a PUD Amendment plan in addition to the Minor Subdivision Plat submitted. This must be submitted with the re-submittal.
- b. The applicant needs to address both the PUD Amendment and the Minor Subdivision Plat criteria in an updated letter of introduction with the re-submittal.
- c. The applicant needs to address the Outlot pieces on the plat and label Lots 1 and 2 with each Outlot designation (i.e. Outlot L or Outlot K).

Commenting Division: Development Services, Engineering:

Name of Review: Greg Labrie

Email: glabrie@adcogov.org / 720-523-6824

ENG1: The applicant is required to submit a site plan showing the location of the abandoned well and associated piping on each lot. The location of the abandoned well and piping shall be shown on the plat as easements.

Commenting Division: Development Services, Right-of-Way and Addressing

Name of Review: Marissa Hillje

Email: mhillje@adcogov.org / 720-523-6837

Addressing.

ADR1: Lot 1- 10982; Lot 2- 11032
Please show on plat.

Right-of-Way.

ROW1. Submit a title commitment which should be used to depict the applicable recordings on the plat. Send Adams County a copy of the title commitment with your application dated no later than 30 days to review in order to ensure that any other party's interests are not encroached upon.

ROW2. Ensure all Easements are labeled clearly: Book and page and/or reception number for all existing and newly created easements.

ROW3. If applicable please add the following language to first page of subdivision plat, "The approved stormwater operations and maintenance manual is on file with the Adams County clerk and recorders office at Reception # _____"

ROW4. Add Case # to each page

ROW5. Change signature line to Chair

ROW6. If easements are being dedicated then revise comment

ROW7. Only add applicable notes from the original Bartley Subdivision to the 1st page

ROW8. Check square footage and acreage measurements- see redline on sheet 1

ROW9. Regulation amendments passed on June 19, 2018 require additional construction standards for residences near plugged and abandoned wells (see 4-10-02-03-03-05(2)), these include:

- Plugged & Abandoned (P&A) well to be located with a brass marker
- Workover setback of 50' x 100' marked on plat around P&A well with 20' access
- Notice on plat to prospective buyers of P&A well and setback

ROW10. See other redlines on plat attached.

Commenting Division: Environmental Programs Manager

Name of Review: Jen Rutter

Email: jrutter@adcogov.org / 720-523-6841

ENV1. Regulation amendments passed on June 19, 2018 require additional construction standards for residences near plugged and abandoned wells (see 4-10-02-03-03-05(2)), these include:

- Plugged & Abandoned (P&A) well to be located with a brass marker
- Workover setback of 50' x 100' marked on plat around P&A well with 20' access
- Notice on plat to prospective buyers of P&A well and setback
- Expansive soils tested for prior to grading

ENV2. If flowlines from the well to the tank battery were left in place, these must be indicated on the plat in accordance with 4-10-02-03-03-05(1)d.

Commenting Division: Development Services Building and Safety

Name of Review: Justin Blair

Email: jblair@adcogov.org / 720-523-6843

BSD1- No comment.

Commenting Division: Neighborhood Services

Name of Review: Eric Guenther

Email: eguenther@adcogov.org

NBH1: No comment.

Commenting Division: Parks

Name of Review: Aaron Clark

Email: aclark@adcogov.org

PKS1: No comment.

Second (and Final) Review Comments

Commenting Division: Development Services, Engineering:

Name of Review: Greg Labrie

Email: glabrie@adcogov.org / 720-523-6824

ENG1: No further comment as of September 21, 2018.

Commenting Division: Development Services, Right-of-Way and Addressing

Name of Review: Marissa Hillje

Email: mhillje@adcogov.org / 720-523-6837

Addressing.

ADR1: Addresses assigned on the plat.

Right-of-Way.

ROW1: Correct Sheet 2- incorrect page labeling

Commenting Division: Environmental Programs Manager

Name of Review: Jen Rutter

Email: jrutter@adcogov.org / 720-523-6841

ENV1. The notations on the plat satisfy my comments about the P&A well.

ENV2. The applicant states that the flowlines to the P&A well were removed, so these are not marked on the plat. The County Oil & Gas Inspector witnessed their removal.

Commenting Division: Development Services Building and Safety

Name of Review: Justin Blair

Email: jblair@adcogov.org / 720-523-6843

BSD1- No further comment.

Commenting Division: Neighborhood Services

Name of Review: Eric Guenther

Email: eguenther@adcogov.org

NBH1: No further comment.

Commenting Division: Parks

Name of Review: Aaron Clark

Email: aclark@adcogov.org

PKS1: No further comment.

From: [Marissa Hillje](#)
To: [JR Osborne](#); [Libby Tart-Schoenfelder](#)
Subject: RE: Lot 6, Block 4 lot split
Date: Monday, October 01, 2018 4:07:16 PM
Attachments: [Plat Amendment pg 1.pdf](#)
[Plat Amendment pg 2.pdf](#)

Hi Libby,
The resubmitted plat is complete. I have no other comments.

Thanks,

Marissa Hillje

Right-of-Way Specialist, *Development Service - Development Review*
ADAMS COUNTY, COLORADO
4430 S Adams County Pkwy Ste W2203
Brighton, CO 80601-8218
O: 720.523.6837 | mhillje@adcogov.org
www.adcogov.org

From: JR Osborne [mailto:c3construction@live.com]
Sent: Monday, October 01, 2018 11:38 AM
To: Marissa Hillje
Subject: Lot 6, Block 4 lot split

Hi Marissa,

I hope you had a good weekend. Attached is the Plat/PUD for the lot split I'm doing. Your only comment was to correct the page number on page 2.

Can you verify that it was done and let Libby know please?

Thanks for your help!

J.R.O

From: [Steven Loeffler - CDOT](#)
To: [Libby Tart-Schoenfelder](#)
Subject: Re: PRC2018-00010 Bartley PUD Amendment No. 4
Date: Monday, July 16, 2018 11:05:09 AM

Libby,

We have reviewed the referral named above creating two new residential lots out of one existing oil and gas lot, located at 11002 East 162nd Place and have no objections.

Thank you for the opportunity to review this referral.

Steve Loeffler
Permits Unit



P 303.757.9891 | F 303.757.9886
2829 W. Howard Pl. 2nd Floor, Denver, CO 80204
steven.loeffler@state.co.us | www.codot.gov | www.cotrip.org

On Fri, Jul 13, 2018 at 11:00 AM Libby Tart-Schoenfelder <LTart-Schoenfelder@adcogov.org> wrote:

Hello – Please see the attached request for comments on the Bartley PUD Amendment No. 4 case. **Comments are due by Friday, August 3, 2018.**

Thanks so much!

Sincerely,

Libby



Libby Tart-Schoenfelder, AICP

Planner III, Community & Economic Development

4430 S. Adams County Pkwy, 1st Floor, STE W2000A

Brighton, CO 80601-8213

Main: 720.523.6858 | ltart-schoenfelder@adcogov.org | adcogov.org

Exhibit 4.3 COLORADO GEOLOGICAL SURVEY

1801 19th Street
Golden, Colorado 80401



Karen Berry
State Geologist

August 3, 2018

Libby Tart-Schoenfelder, AICP
Adams County
Community & Economic Development Department
4430 S. Adams County Parkway, Suite W2000A
Brighton, CO 80601

Location:
SW $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ Section 2,
T1S, R67W, 6th P.M.
39.991, -104.8595

Subject: Bartley PUD Amendment No. 4
Case Number PRC2018-00010; Adams County, CO; CGS Unique No. AD-19-0002

Dear Ms. Tart-Schoenfelder:

Colorado Geological Survey has reviewed the Bartley PUD Amendment No. 4 and minor subdivision referral. I understand the applicant proposes two residential lots on one existing 2.2-acre lot (Lot 6, Block 4, Bartley Subdivision) located at 11002 E. 162nd Place. CGS reviewed the original Todd Creek Village – Bartley Parcel at preliminary plat; comments were provided in a letter dated October 1, 2004.

The referral documents include a Newlander H Unit well abandonment report (received by COGCC on February 13, 2018, approved on April 23, 2018).

This is an infill property. The site does not contain, nor is it exposed to, any geologic hazards or geotechnical constraints that would preclude the two lot residential subdivision as proposed. **CGS therefore has no objection to approval of the PUD amendment and minor subdivision.**

However, CGS remains concerned about the possible presence of contaminated soils associated with oil and gas activities and structures such as the former tank battery on proposed Lot 2. CGS recommends that the county have the applicant, or the operator of the tank battery (Great Western Oil & Gas Company?) sample, test and remediate or remove any contaminated soil, and provide written verification that soils on residential lots containing land within any former oil/gas structure's 150 foot exclusion area are not contaminated.

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", is written over a horizontal line.

Jill Carlson, C.E.G.
Engineering Geologist

From: [Jill Carlson](#)
To: [Libby Tart-Schoenfelder](#); [JR Osborne](#)
Subject: RE: Bartley PUD Amendment No. 4
Date: Monday, October 01, 2018 10:23:11 AM

Hi Libby and Mr. Osborne,

Yes, the Newlander H1 tank battery soil test results satisfy the potentially contaminated soils concern discussed in CGS's 8/3/2018 review letter. CGS's concern has been satisfactorily addressed, and we have no objection to approval of Bartley PUD Amendment No. 4.

Thanks,
Jill Carlson

Engineering geologist
Land Use Review Program
[Colorado Geological Survey](#)
1801 19th Street ([map](#))
Golden, CO 80401
carlson@mines.edu
303-384-2643

From: JR Osborne [c3construction@live.com]
Sent: Friday, September 28, 2018 10:42 AM
To: Jill Carlson
Subject: Bartley PUD Amendment No. 4

Hi Jill,

You did a review on a lot split I'm doing in the Bartley Subdivision in Adams County. Your comment stated the need for soils testing around P&A well area. Attached are the soils samples done. Can you review and let me know if it will suffice your need?

Thank you very much,

J.R. Osborne
303-880-6410



July 20, 2018

Libby Tart-Schoenfelder
Adams County Community and Economic Development
4430 South Adams County Parkway, Suite W2000A
Brighton, CO 80601

RE: Bartley PUD Amendment No. 4, PRC2018-00010
TCHD Case No. 5055, 5056

Dear Ms. Tart-Schoenfelder,

Thank you for the opportunity to review and comment on the PUD Amendment to the Planned Unit Development (PUD) to create two new residential lots out of one existing oil and gas lot and Minor Subdivision to create two lots out of an existing 2.2 acre lot located at 11002 East 162nd 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.

On-Site Wastewater Treatment Systems (OWTS)

Proper wastewater management promotes effective and responsible water use, protects potable water from contaminants, and provides appropriate collection, treatment, and disposal of waste, which protects public health and the environment. TCHD has no objection to the proposed subdivision being served by Onsite Wastewater Treatment Systems (OWTS), provided the systems are permitted, installed, and operated in compliance with our current OWTS regulation.

At the time of our review of the original subdivision, it was TCHD's expectation that the Todd Creek Metropolitan District (TCMD) would act as the Responsible Management Entity (RME) for OWTS within the Bartley Subdivision. Maintenance of OWTS by TCMD is also addressed in the Plat Notes provided in this application. The understanding that TCMD would be responsible for inspections of the OWTS in the Bartley Subdivision was a factor in our agreeing to allow properties in the Bartley Subdivision to be served by OWTS. However, we understand that TCMD is not acting as the RME for OWTS.

TCHD recommends that Adams County require that TCMD act as the RME for the homes in the Bartley Subdivision. TCHD met with TCMD on April 3, 2018 to discuss how TCMD can fulfill their role as the RME and provided a proposed phased plan to do so. TCHD would like to work with Adams County to ensure this role is met.

Plat Notes-On-Site Wastewater Treatment Systems (OWTS)

TCHD reviewed the plat notes addressing OWTS on the existing plat dated March 23, 2018. Based on that review, TCHD recommends those notes be revised as follows:

Engineered On-Site Wastewater Treatment Systems (OWTS) may be required on the majority of lots. Engineered OWTS are larger and more costly than typical non-engineered systems. Lot specific site and soils evaluations shall be used to determine the type and size of OWTS.

Suitable area needs to be designated on each lot site plan for both primary and replacement OWTS soil treatment areas (STAs). Replacement of the primary STA may be required, if failure occurs. The provision of a replacement area will assure that adequate area exists for construction of a repair STA. 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.

The Todd Creek Metro District has implemented a maintenance and inspection program for OWTS within The District. The District shall be contacted for specific requirements of the program.

No OWTS septic tank shall be constructed further than 150' from the garage driveway. Septic tank pumping trucks will access those driveways for maintenance purposes. Driveways will be constructed accordingly.

Oil and Gas

The Colorado Oil and Gas Conservation commission (COGCC) regulates the setback requirements of oil and gas wells and production facilities in order to eliminate, minimize, or mitigate potential adverse impacts to public health. COGCC requires setbacks of five hundred (500) feet to a building and three hundred fifty (350) feet to the boundary of a designated outside activity area. An oil and gas well is located within the subject property. TCHD recommends the applicant adhere to the setbacks outlined above, at a minimum.

Please feel free to contact me at 720-200-1585 or aheinrich@tchd.org if you have any questions on TCHD's comments.

Sincerely,



Annemarie Heinrich, MPH/MURP
Land Use and Built Environment Specialist

cc: Sheila Lynch, Michael Weakley, Warren Brown, Monte Deatrich, TCHD

From: [Stephanie Harpring](#)
To: [Libby Tart-Schoenfelder](#)
Cc: [Laurie Davidson](#)
Subject: RE: PRC2018-00010 Bartley PUD Amendment No. 4
Date: Thursday, July 19, 2018 4:04:55 PM

Thornton Fire has not comment.

Stephanie

From: Laurie Davidson
Sent: Friday, July 13, 2018 11:26 AM
To: Stephanie Harpring <Stephanie.Harpring@cityofthornton.net>
Subject: FW: PRC2018-00010 Bartley PUD Amendment No. 4

Laurie

From: Libby Tart-Schoenfelder <LTart-Schoenfelder@adcogov.org>
Sent: Friday, July 13, 2018 10:56 AM
To: Brigitte Grimm <BGrimm@adcogov.org>; cgutierrez@brightonfire.com; kmonti@sd27j.org; brandyn.wiedrich@centurylink.com; jbradford@brightonco.gov; eburke@brightonco.gov; DevelopmentSubmittals <developmentsubmittals@cityofthornton.net>; jolene.mackay@state.co.us; steven.loeffler@state.co.us; eliza.hunholz@state.co.us; serena.rocklund@state.co.us; CGS_LUR@mines.edu; thomas_lowe@cable.comcast.com; chris.quinn@rtd-denver.com; FireDept <FireDept@cityofthornton.net>; roger@equinoxland.com; mdeatrich@tchd.org; landuse@tchd.org; mdale@UnitedPower.com; mary.c.dobyns@usps.gov; Donna.L.George@xcelenergy.com
Subject: PRC2018-00010 Bartley PUD Amendment No. 4

Hello – Please see the attached request for comments on the Bartley PUD Amendment No. 4 case.

Comments are due by Friday, August 3, 2018.

Thanks so much!

Sincerely,
Libby

Libby Tart-Schoenfelder, AICP

Planner III, Community & Economic Development

4430 S. Adams County Pkwy, 1st Floor, STE W2000A

Brighton, CO 80601-8213

Main: 720.523.6858 | LTart-schoenfelder@adcogov.org | adcogov.org [adcogov.org]

From: [Marisa Dale](#)
To: [Libby Tart-Schoenfelder](#)
Subject: Case NO PRC2018-00010 Bartley PUD Amendment No 4
Date: Thursday, July 26, 2018 4:37:16 PM

Hi Libby,

Thank you for inviting United Power, Inc. to review and comment on this referral.

United Power, Inc. has no objection.

We look forward to safely and efficiently providing reliable electric power and outstanding service to future Bartley Subdivision residents.

Sincerely,
Marisa

Marisa Dale, RWA | [System Design - Right of Way](#)
500 Cooperative Way, Brighton, CO 80603 | O 303.637.1387
Schedule: Tuesday-Friday 7:00-5:30
Out of Office: Friday 7/27

Powering Lives, Powering Change, Powering the Future – The Cooperative Way



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HOMEOWNERS ASSOCIATION

August 3, 2018

Department of Community and Economic Development
4430 S. Adams County Parkway
Suite W2000A
Brighton, CO 80601-8216

Re: Bartley PUD Amendment No. 4 1. An amendment to the Planned Unit Development (PUD) to create two new residential lots out of one existing oil and gas lot. 2. Minor subdivision to create two lots out of an existing 2.2 acre lot.

To whom it may concern,

We were recently advised by our homeowners that the above referenced application for amending the PUD is being applied for.

First of all, the Todd Creek Riverside Homeowners Association (the "Association") should have been a referral on this application and to date we have not received any notification of the application.

Secondly, the Association is requesting that the two newly created lots be annexed into the Association at the time of recording the Amendment to the PUD.

We appreciate your consideration of this request and also that any further information on this application be forwarded to the Association at the address noted below.

Sincerely,
On behalf of the Todd Creek Riverside Homeowners
Association

/s/
Angela Elliott
Teleos, LLC
Community Manager

From: [Angela Elliott](#)
To: [Libby Tart-Schoenfelder](#)
Subject: RE: Request for Comment on Bartley Subdivision, Lot 6, Block 4
Date: Tuesday, September 04, 2018 4:07:07 PM

Yes thanks.

Angela Elliott, CMCA[®], AMS[®], Licensed Colorado CAM
Founder/CEO
303-818-9365



Teleos
Management Group

191 University Boulevard #358, Denver CO 80206

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From: Libby Tart-Schoenfelder <LTart-Schoenfelder@adcogov.org>
Sent: Tuesday, September 4, 2018 4:05 PM
To: Angela Elliott <angela@teleos-services.com>
Subject: Request for Comment on Bartley Subdivision, Lot 6, Block 4
Importance: High

Hello Angela – I hope this is the appropriate place to send the referral packet for the Bartley Subdivision Lot 6, Block 4 application. I know that the Todd Creek Metro District requested the information. We are giving our reviewers until Wednesday, September 19, 2018, to get comments back to us.

Please let me know if you have any questions or if I should email this to another agency/organization as well.

Sincerely,
Libby

Libby Tart-Schoenfelder, AICP

Planner III, Community & Economic Development
4430 S. Adams County Pkwy, 1st Floor, STE W2000A

Brighton, CO 80601-8213

Main: 720.523.6858 | ltart-schoenfelder@adcogov.org | adcogov.org

CERTIFICATE OF POSTING



I, Libby Tart-Schoenfelder, do hereby certify that I had the property posted at

11002 East 162nd Place

on October 26, 2018

in accordance with the requirements of the Adams County Zoning Regulations

Libby Tart-Schoenfelder, AICP

Libby Tart-Schoenfelder



Public Hearing Notification

Case Name: Bartley PUD Amendment No. 4
Case Number: PRC2018-00010
Planning Commission Hearing Date: November 8, 2018 at 6:00 p.m.
Board of County Commissioners Date: December 11, 2018 at 9:30 a.m.

October 26, 2018

A public hearing has been set by the Adams County Planning Commission and Board of County Commissioners to consider the following request:

1. An amendment to the Planned Unit Development (PUD) to create two new residential lots out of one existing oil and gas lot. 2. Minor subdivision to create two lots out of an existing 2.2 acre lot.

This request is located at approximately: 11002 East 162nd Place
The Assessor's Parcel Number is **0157102304015**
Applicant Information **JR OSBORNE**
P.O. Box 3933
Greenwood Village, CO 80155

The hearing will be held in the Adams County Hearing Room located at 4430 South Adams County Parkway, Brighton, CO 80601. This will be a public hearing and any interested parties may attend and be heard. The Applicant and Representative's presence at these hearings is requested. If you require any special accommodations (e.g. wheelchair accessibility, an interpreter for the hearing impaired, etc.) please contact the Adams County Community and Economic Development Department at 720-523-6800 (or if this is a long distance call, please use the County's toll-free telephone number at 1-800-824-7842) prior to the meeting date. For further information regarding this case, please contact the Department of Community and Economic Development, 4430 South 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.

Libby Tart-Schoenfelder, AICP
Case Manager

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry
DISTRICT 1

Charles "Chaz" Tedesco
DISTRICT 2

Erik Hansen
DISTRICT 3

Steve O'Dorisio
DISTRICT 4

Mary Hodge
DISTRICT 5

From: [Cynthia Fitch](#)
To: [Rayleen Swarts](#)
Cc: [Megan Ulibarri](#); [Amanda Buesgens](#); [Kevin Mills](#); [Libby Tart-Schoenfelder](#)
Subject: Re: NEWSPAPER PUBLICATION
Date: Thursday, October 25, 2018 2:28:47 PM
Attachments: [PH PRC2018-00010 - Bartley.pdf](#)

Your proof is attached. If there are any questions please let me know.
PH PRC2018-00010 - Bartley

Cynthia Fitch
C: 505.426.4009
Legal Advertising
MetroWest Newspapers
Landmark Community Newspapers, Inc.
Legals@metrowestnewspapers.com

Early Deadline For The Thanksgiving Holiday:

Wednesday 11/21 for the November 27th and 28th Editions Office will be closed on November 22nd and 23rd.

From: Rayleen Swarts <RSwarts@adcogov.org>
Date: Thursday, October 25, 2018 at 12:45 PM
To: Legals <cfitch@metrowestnewspapers.com>
Cc: Megan Ulibarri <MUlibarri@adcogov.org>, Amanda Buesgens <ABuesgens@adcogov.org>, Kevin Mills <KMills@adcogov.org>, Libby Tart-Schoenfelder <LTart-Schoenfelder@adcogov.org>
Subject: RE: NEWSPAPER PUBLICATION

Just the Brighton Blade, Cynthia. Thank you so much for checking, I appreciate it.



<!--[if !vml]--><!--[endif]-->**Rayleen Swarts**

Permit Technician, *Community & Economic Development*

ADAMS COUNTY, COLORADO

4430 S. Adams County Parkway

1st Floor, Suite W2000B

Brighton, CO 80601

o: 720-523-6800 | f: 720-523-6967

rswarts@adcogov.org

www.adcogov.org



Please consider the environment before printing this email.

From: Cynthia Fitch [<mailto:cfitch@metrowestnewspapers.com>]
Sent: Thursday, October 25, 2018 12:41 PM
To: Rayleen Swarts
Cc: Megan Ulibarri; Amanda Buesgens; Kevin Mills
Subject: Re: NEWSPAPER PUBLICATION

Hello Rayleen,

To clarify, you want your notice published in both the Brighton Standard Blade and the Commerce City Sentinel Express?

Cynthia Fitch
C: 505.426.4009
Legal Advertising
MetroWest Newspapers
Landmark Community Newspapers, Inc.
Legals@metrowestnewspapers.com

Early Deadline For The Thanksgiving Holiday:

Wednesday 11/21 for the November 27th and 28th Editions Office will be closed on November 22nd and 23rd.

From: Rayleen Swarts <RSwarts@adcogov.org>
Date: Thursday, October 25, 2018 at 12:19 PM
To: "legals@metrowestnewspapers.com" <legals@metrowestnewspapers.com>
Cc: Megan Ulibarri <MUlibarri@adcogov.org>, Amanda Buesgens <ABuesgens@adcogov.org>, Kevin Mills <KMills@adcogov.org>
Subject: NEWSPAPER PUBLICATION

Hello,

I've attached (1) Public Hearing Notification for **PRC2018-00010 - Bartley**

May I get this published on the **Wednesday, October 31, 2018** issue of the **Brighton Blade**.
If there are any issues let me know.

Bill this Account Number: 25-350311 for Land Use Publications

<!--[if !vml]--><!--[endif]-->**Rayleen Swarts**



Permit Technician, *Community & Economic Development*

ADAMS COUNTY, COLORADO

4430 S. Adams County Parkway

1st Floor, Suite W2000B

Brighton, CO 80601

o: 720-523-6800 | f: 720-523-6967

rswarts@adcogov.org

www.adcogov.org



Please consider the environment before printing this email.

**NOTICE OF PUBLIC HEARING
FOR LAND USE**

NOTICE IS HEREBY GIVEN, that an application has been filed by J.R. OSBORNE, Case #PRC2018-00010, requesting: 1. An amendment to the Planned Unit Development (PUD) to create two new residential lots out of one existing oil and gas lot. 2. Minor subdivision to create two lots out of an existing 2.2 acre lot on the following property:

LEGAL DESCRIPTION:

A Resubdivision of Lot 6, Block 4, Bartley Subdivision, being a part of the south one-half of Section 2, Township 1 South, Range 67 West of the Sixth Principal Meridian, County of Adams, State of Colorado

(The above legal description was provided by the applicant and Adams County is not responsible for any errors and omissions that may be contained herein and assumes no liability associated with the use or misuse of this legal description.)

APPROXIMATE LOCATION:
11002 E 162ND PL

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 8th day of November, 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 11th day of December, 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 Libby Tart-Schoenfelder at the Department of Community and Economic Development, 4430 S. Adams County Pkwy, Brighton, CO 80601, 720.523.6800. This is also the location where the maps and/or text certified by the Planning Commission may be viewed.

BY ORDER OF THE BOARD OF
COUNTY COMMISSIONERS
KAREN LONG, CLERK OF THE
BOARD

Published in the Brighton Standard
Blade on October 31, 2018.

#181431



Request for Comments

Case Name:	Bartley PUD Amendment No. 4
Case Number:	PRC2018-00010

July 13, 2018

Adams County Planning Commission is requesting comments on the following request:

- 1) Bartley PUD Amendment No. 4 1. An amendment to the Planned Unit Development (PUD) to create two new residential lots out of one existing oil and gas lot. 2. Minor subdivision to create two lots out of an existing 2.2 acre lot.**

The Address is: **11002 East 162nd Place**

The Assessor's Parcel Numbers is **0157102304015**

Applicant Information **JR OSBORNE**
 P.O. Box 3933
 Greenwood Village, CO 80155

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) 523-6858 by **August 3, 2018** in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to Ltart-schoenfelder@adcogov.org.

Once comments have been received and the staff report written, the staff report and notice of public hearing dates will be forwarded to you for your information. The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at www.adcogov.org/planning/currentcases.

Thank you for your review of this case.

Libby Tart-Schoenfelder, AICP
Case Manager

Exhibit 6.4

BREBIS ERIN C AND
BREBIS CHAD J
11325 E 162ND DR
BRIGHTON CO 80602-7654

DESBIEEN LARRY G AND DESBIEEN RYAN A AND
DESBIEEN BRANDY L
OR CURRENT RESIDENT
10835 E 162ND DR
BRIGHTON CO 80602-7509

O AND G LAND HOLDINGS LLC
7501 VILLAGE SQUARE DR STE 205
CASTLE PINES CO 80108-3700

DEVIAN SHAWN STEVEN AND
PUSHPARAJ GNANAMANI
OR CURRENT RESIDENT
10925 E 162ND DR
BRIGHTON CO 80602-7521

PETERSON MATTHEW AND
PETERSON LENA
10652 E 162ND PL
BRIGHTON CO 80602-8293

DEVRIES HERMAN T AND
DEVRIES JEAN C
OR CURRENT RESIDENT
10680 E 163RD CT
BRIGHTON CO 80602

RIVERSIDE VILLAGE OWNERS ASSOCIATION
7501 VILLAGE SQUARE DR STE 205
CASTLE PINES CO 80108-3700

FEHLER MELANIE B AND
EYSTER AMBER
OR CURRENT RESIDENT
11131 E 161ST AVE
BRIGHTON CO 80602-7628

BROOKS RONALD W AND
BROOKS MALINDA R
OR CURRENT RESIDENT
10737 E 162ND PL
BRIGHTON CO 80602

FISCHER JOHN T AND
FISCHER JOYCE A
OR CURRENT RESIDENT
10932 E 162ND PL
BRIGHTON CO 80602-8254

CHEN SONG AND
HUANG CHUNMEI
OR CURRENT RESIDENT
11223 E 163RD CT
BRIGHTON CO 80602-7575

FORTSON GAIL S AND
FORTSON DWIGHT
OR CURRENT RESIDENT
10960 E 162ND DR
BRIGHTON CO 80602-7521

CHEUNG KAI M AND GUAN GUI J AND
ZHANG ZI S
OR CURRENT RESIDENT
10773 E 163RD CT
BRIGHTON CO 80602

GEERING DONALD/JUDITH
REVOCABLE TRUST THE
OR CURRENT RESIDENT
11205 E 162ND DR
BRIGHTON CO 80602-7527

CLARK JERRY E AND
OSBORNE SUSAN K
OR CURRENT RESIDENT
11162 E 162ND PL
BRIGHTON CO 80602-8257

HANNA KATHERINE AND
HANNA CHRITOPHER J
OR CURRENT RESIDENT
11123 E 163RD CT
BRIGHTON CO 80602-7569

COFFEY MICHAEL J AND
COFFEY TRISHA NICHOLE
OR CURRENT RESIDENT
11000 E 162ND DR
BRIGHTON CO 80602-7525

HARGER BRYAN DAVID AND
HARGER KERRY HASTINGS
OR CURRENT RESIDENT
11247 E 162ND PL
BRIGHTON CO 80602-8229

DEHELD PATRICK AND
DEHELD AMY
OR CURRENT RESIDENT
11230 E 163RD CT
BRIGHTON CO 80602-7575

HAYDEN JON AND
HAYDEN GWYNDOLYN M
OR CURRENT RESIDENT
11122 E 162ND PL
BRIGHTON CO 80602-8257

HILLMAN SCOTT A AND
HILLMAN KARLA J
OR CURRENT RESIDENT
10790 E 163RD CT
BRIGHTON CO 80602-7538

MENDOZA NATHAN R AND
MENDOZA JULIE A
OR CURRENT RESIDENT
11255 E 162ND DR
BRIGHTON CO 80602

JONES CHRISTOPHER P AND
JONES ANTOINETTE R
OR CURRENT RESIDENT
10943 E 163RD CT
BRIGHTON CO 80602

MINTON MITCHELL C AND
MINTON EVELIN L
OR CURRENT RESIDENT
11181 E 161ST AVE
BRIGHTON CO 80602

KIRKMAN DAVID
OR CURRENT RESIDENT
11180 E 163RD CT
BRIGHTON CO 80602-7569

MONTGOMERY MICHAEL DEAN AND
MONTGOMERY CAYLEE JO
OR CURRENT RESIDENT
11275 E 162ND DR
THORNTON CO 80602-7527

KOCOUREK CHRISTOPHER R AND
TRUJILLO KIMBERLY A
OR CURRENT RESIDENT
10833 E 163RD CT
BRIGHTON CO 80602

MOORE CAMRON AND REGINA TRUST
OR CURRENT RESIDENT
11120 E 163RD CT
BRIGHTON CO 80602-7569

KOZLOV DANIEL
OR CURRENT RESIDENT
10860 E 163RD CT
BRIGHTON CO 80602

NGUYEN MYHOA AND
CHEUNG HO PANG
OR CURRENT RESIDENT
10941 E 161ST AVE
BRIGHTON CO 80602-7619

LAND REAL ESTATE LLC
OR CURRENT RESIDENT
10851 E 161ST AVE
BRIGHTON CO 80602-7618

NIELSEN ADAM AND
NIELSEN KRISTEN
OR CURRENT RESIDENT
10882 E 162ND PL
THORNTON CO 80602-8240

LANDERS RIKKI AND
LANDERS CHARLES B II
OR CURRENT RESIDENT
10957 E 162ND PL
BRIGHTON CO 80602-8254

NUNNALLY CLINTON J AND
NUNNALLY BETSY
OR CURRENT RESIDENT
10950 E 163RD CT
BRIGHTON CO 80602

LANG JARROD D AND
LANG BRENDA A
OR CURRENT RESIDENT
10867 E 162ND PL
BRIGHTON CO 80602

PHILLIPS LILLIAN A AND
PHILLIPS RICHARD T
OR CURRENT RESIDENT
11183 E 163RD CT
BRIGHTON CO 80602-7569

LEIS JAMES L AND
LEIS CYNTHIA A
OR CURRENT RESIDENT
11070 E 162ND DR
BRIGHTON CO 80602

POLLOCK MICHAEL CHANNING AND
POLLOCK GEORGINA
OR CURRENT RESIDENT
10850 E 162ND DR
BRIGHTON CO 80602-7509

MC GEE RYAN M AND
MC GEE ELLEN L
OR CURRENT RESIDENT
10740 E 162ND DR
BRIGHTON CO 80602

ROMERO CHRISTOPHER M AND
OBERBROECKLING ELIZABETH S
OR CURRENT RESIDENT
10985 E 162ND DR
BRIGHTON CO 80602-7521

SALAZAR VICENTE C AND
SALAZAR JENNIFER J
OR CURRENT RESIDENT
10722 E 162ND PL
BRIGHTON CO 80602-8232

WILLIAMS JOSHUA
OR CURRENT RESIDENT
11035 E 162ND DR
BRIGHTON CO 80602-7525

SIGG JEREMY S AND
SIGG KATHERINE C
OR CURRENT RESIDENT
11072 E 162ND PL
BRIGHTON CO 80602-8256

WILLIAMS SHERI A AND
TERRY CHARLES L
OR CURRENT RESIDENT
11085 E 162ND DR
BRIGHTON CO 80602-7525

SKOREV ANDREY AND
SKOREV KRISTINA
OR CURRENT RESIDENT
11150 E 163RD CT
BRIGHTON CO 80602-7569

WILSON RANDALL AND
RAPP CYNTHIA
OR CURRENT RESIDENT
11177 E 162ND PL
BRIGHTON CO 80602-8257

SPERRY VAN R AND
SPERRY BONNIE J
OR CURRENT RESIDENT
11017 E 162ND PL
BRIGHTON CO 80602

WOOD MICHAEL R AND
WOOD KRISTI L
OR CURRENT RESIDENT
11097 E 162ND PL
BRIGHTON CO 80602-8256

SUAREZ ENRIQUE
OR CURRENT RESIDENT
11232 E 162ND PL
BRIGHTON CO 80602-8229

WORSTER RONALD P AND
WORSTER ROBERTA M
OR CURRENT RESIDENT
10780 E 162ND DR
BRIGHTON CO 80602-7508

WALTER MICHAEL J AND
WALTER LISA A
OR CURRENT RESIDENT
10627 E 162ND PL
BRIGHTON CO 80602

YORE MICHAEL AND
YORE MARILYN GUYTON
OR CURRENT RESIDENT
11163 E 163RD CT
BRIGHTON CO 80602-7569

WEIMAN KENNETH J AND
WEIMAN CATHERINE
OR CURRENT RESIDENT
10895 E 162ND DR
BRIGHTON CO 80602

ZEMLICKA JASON AND
ZEMLICKA REBECCA
OR CURRENT RESIDENT
11143 E 163RD CT
BRIGHTON CO 80602-7569

WEINKAUF JOSHUA J AND
WIENKAUF KAARI A
OR CURRENT RESIDENT
11103 E 163RD CT
BRIGHTON CO 80602

CURRENT RESIDENT
10900 E 162ND DR
BRIGHTON CO 80602-7521

WERTH MELISSA E AND
WERTH DANIEL L
OR CURRENT RESIDENT
10883 E 163RD CT
BRIGHTON CO 80602

CURRENT RESIDENT
11002 E 162ND PL
BRIGHTON CO 80602-8256

WILCOX CORY AND
WILCOX LISA
OR CURRENT RESIDENT
10842 E 162ND PL
BRIGHTON CO 80602-8240

Adams County
Attn: Planning Addressing
PLN

CITY OF THORNTON
Attn: JIM KAISER
12450 N WASHINGTON
THORNTON CO 80241

Adams County Construction Inspection
Attn: PWCI .
PWCI

CITY OF THORNTON
Attn: JASON O'SHEA
9500 CIVIC CENTER DR
THORNTON CO 80229

Adams County Development Services - Building
Attn: Justin Blair
4430 S Adams County Pkwy
Brighton CO 80601

Code Compliance Supervisor
Attn: Eric Guenther
eguenther@adcogov.org

Adams County Treasurer: Send email
Attn: Adams County Treasurer
bgrimm@adcogov.org

COLO DIV OF WATER RESOURCES
Attn: Joanna Williams
OFFICE OF STATE ENGINEER
1313 SHERMAN ST., ROOM 818
DENVER CO 80203

BRIGHTON FIRE DISTRICT
Attn: Carla Gutierrez
500 South 4th Avenue
3rd Floor
BRIGHTON CO 80601

COLO DIV OF WATER RESOURCES
Attn: Joanna Williams
OFFICE OF STATE ENGINEER
1313 SHERMAN ST., ROOM 818
DENVER CO 80203

BRIGHTON SCHOOL DISTRICT 27J
Attn: Kerrie Monti
1850 EGBERT STREET
SUITE 140, BOX 6
BRIGHTON CO 80601

COLORADO DEPT OF TRANSPORTATION
Attn: Steve Loeffler
2000 S. Holly St.
Region 1
Denver CO 80222

Century Link, Inc
Attn: Brandyn Wiedreich
5325 Zuni St, Rm 728
Denver CO 80221

COLORADO DIVISION OF WILDLIFE
Attn: Eliza Hunholz
Northeast Regional Engineer
6060 BROADWAY
DENVER CO 80216-1000

CITY OF BRIGHTON - Planning
Attn: Jason Bradford
500 S 4th Ave
BRIGHTON CO 80601

COLORADO DIVISION OF WILDLIFE
Attn: Serena Rocksund
6060 BROADWAY
DENVER CO 80216

CITY OF BRIGHTON - WATER & SANATATION DEPT.
Attn: ED BURKE
500 S. 4th Ave, 4th Floor
BRIGHTON CO 80601

COLORADO GEOLOGICAL SURVEY
Attn: Jill Carlson
1500 Illinois Street
Golden CO 80401

CITY OF THORNTON
Attn: Lori Hight
9500 CIVIC CENTER DRIVE
THORNTON CO 80229

Colorado Geological Survey: CGS_LUR@mines.edu
Attn: Jill Carlson
Mail CHECK to Jill Carlson

COMCAST
Attn: JOE LOWE
8490 N UMITILLA ST
FEDERAL HEIGHTS CO 80260

THORNTON FIRE DEPARTMENT
Attn: Chad Mccollum
9500 Civic Center Drive
THORNTON CO 80229-4326

COUNTY ATTORNEY- Email
Attn: Christine Francescani
CFrancescani@adcogov.org

Todd Creek Village Metropolitan District
Attn: Roger Hollard
10450 E. 159th Ct.
BRIGHTON CO 80602

Eagle Shadow Metro District 1/ Spencer Fane
Attn: JIM WORTHY
1700 Lincoln Street
Suite 2000
Denver CO 80203

TRI-COUNTY HEALTH DEPARTMENT
Attn: MONTE DEATRICH
4201 E. 72ND AVENUE SUITE D
COMMERCE CITY CO 80022

Engineering Department - ROW
Attn: Transportation Department
PWE - ROW

TRI-COUNTY HEALTH DEPARTMENT
Attn: Sheila Lynch
6162 S WILLOW DR, SUITE 100
GREENWOOD VILLAGE CO 80111

Engineering Division
Attn: Transportation Department
PWE

Tri-County Health: Mail CHECK to Sheila Lynch
Attn: Tri-County Health
landuse@tchd.org

NS - Code Compliance
Attn: Joaquin Flores

United Power, Inc
Attn: Marisa Dale
PO Box 929
500 Cooperative Way
Brighton CO 80601

Parks and Open Space Department
Attn: Nathan Mosley
mpedrucci@adcogov.org
aclark@adcogov.org

UNITED STATES POST OFFICE
Attn: MARY C. DOBYNS
56691 E COLFAX AVENUE
STRASBURG CO 80136-8115

REGIONAL TRANSPORTATION DIST.
Attn: CHRIS QUINN
1560 BROADWAY SUITE 700
DENVER CO 80202

Xcel Energy
Attn: Donna George
1123 W 3rd Ave
DENVER CO 80223

SHERIFF'S OFFICE: SO-HQ
Attn: MICHAEL McINTOSH
nblair@adcogov.org, aoverton@adcogov.org; mkaiser@adcog
snielson@adcogov.org

Sheriff's Office: SO-SUB
Attn: SCOTT MILLER
TFuller@adcogov.org, smiller@adcogov.org
aoverton@adcogov.org; mkaiser@adcogov.org

Bartley PUD Amendment No. 4

PRC2018-000010

11002 East 162nd Place

December 11, 2018

Board of County Commissioners Public Hearing
Community and Economic Development Department
Case Manager: Libby Tart-Schoenfelder

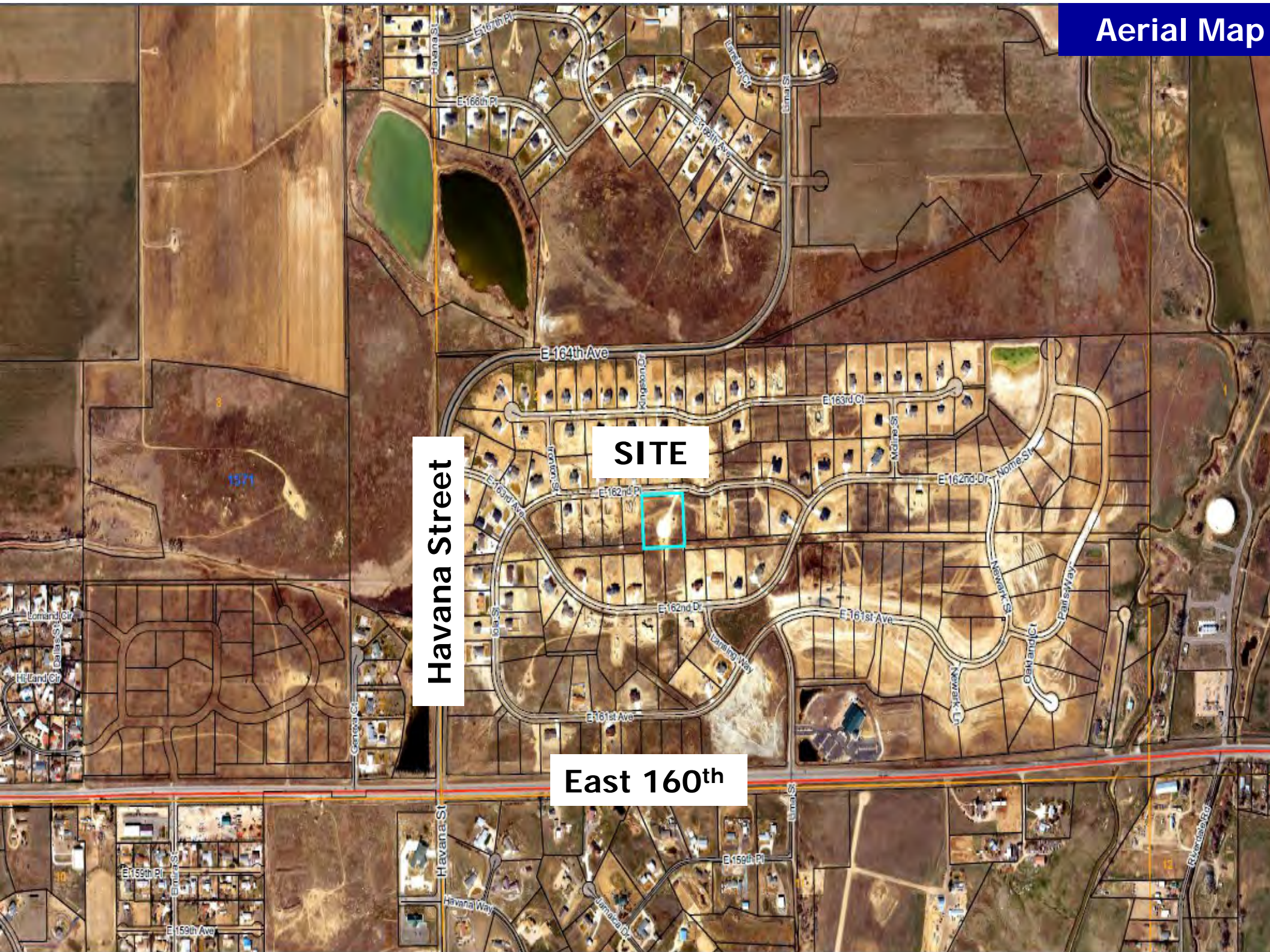


Request

1. Planned Unit Development Amendment – 2.23 acres
 - Current zoning: Planned Unit Development (PUD)
2. Minor Subdivision
 - Create two lots out of one
 - Services provided by Todd Creek Riverside Homeowners Association

Background

- Preliminary PUD was approved in 2002 for 3,255 dwelling units.
- Plat was approved in 2006 to create 172 lots in the Todd Creek-Bartley Subdivision.
- FDP was approved in 2007 to allow 172 residential estate lots in the Todd Creek Village PUD.
- BoCC approved a Minor Subdivision and Major Amendment to the east to create 3 lots in 2017.
- Subject property is a former oil and gas lot.
- Applicant has provided abandonment report, reception number, and notes on the plat.

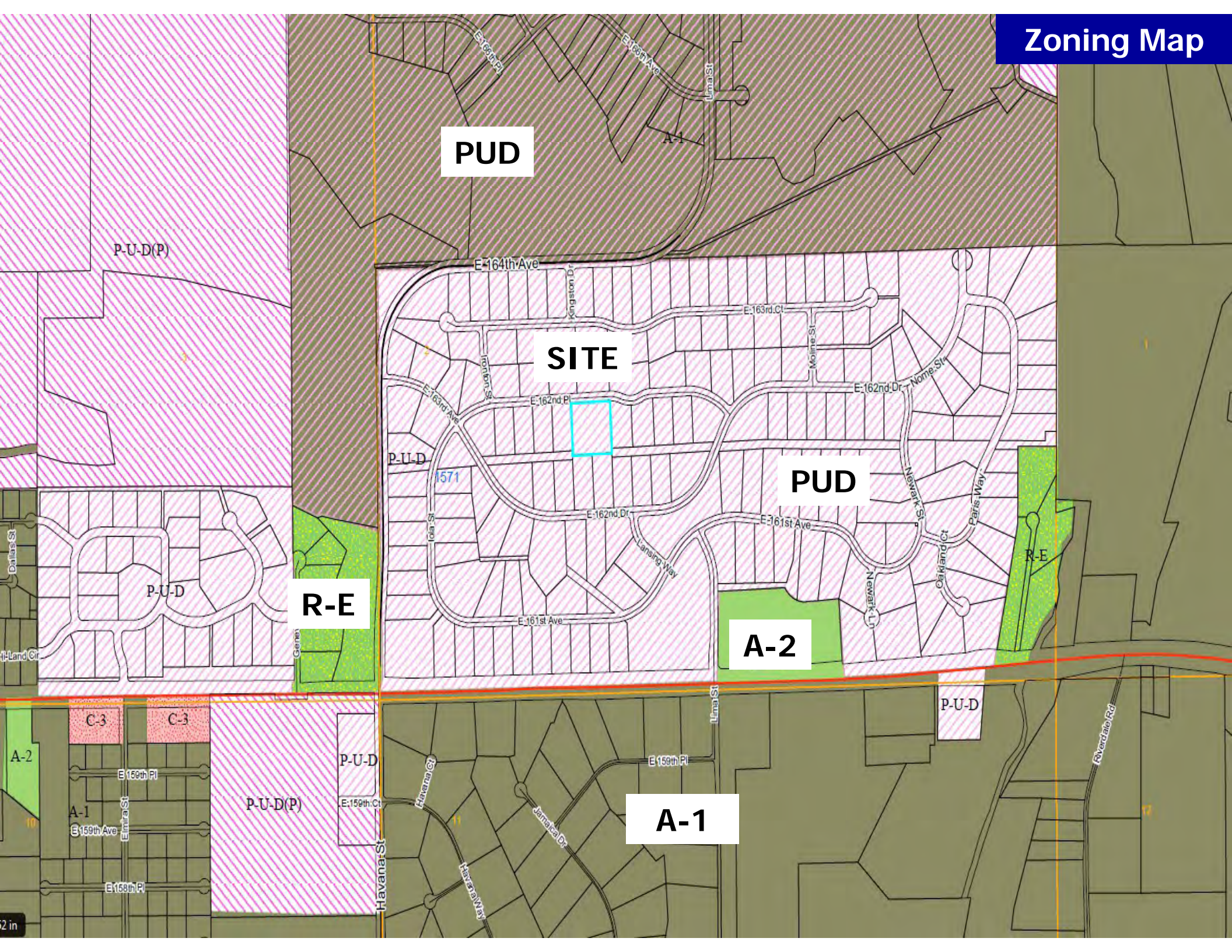


Havana Street

SITE

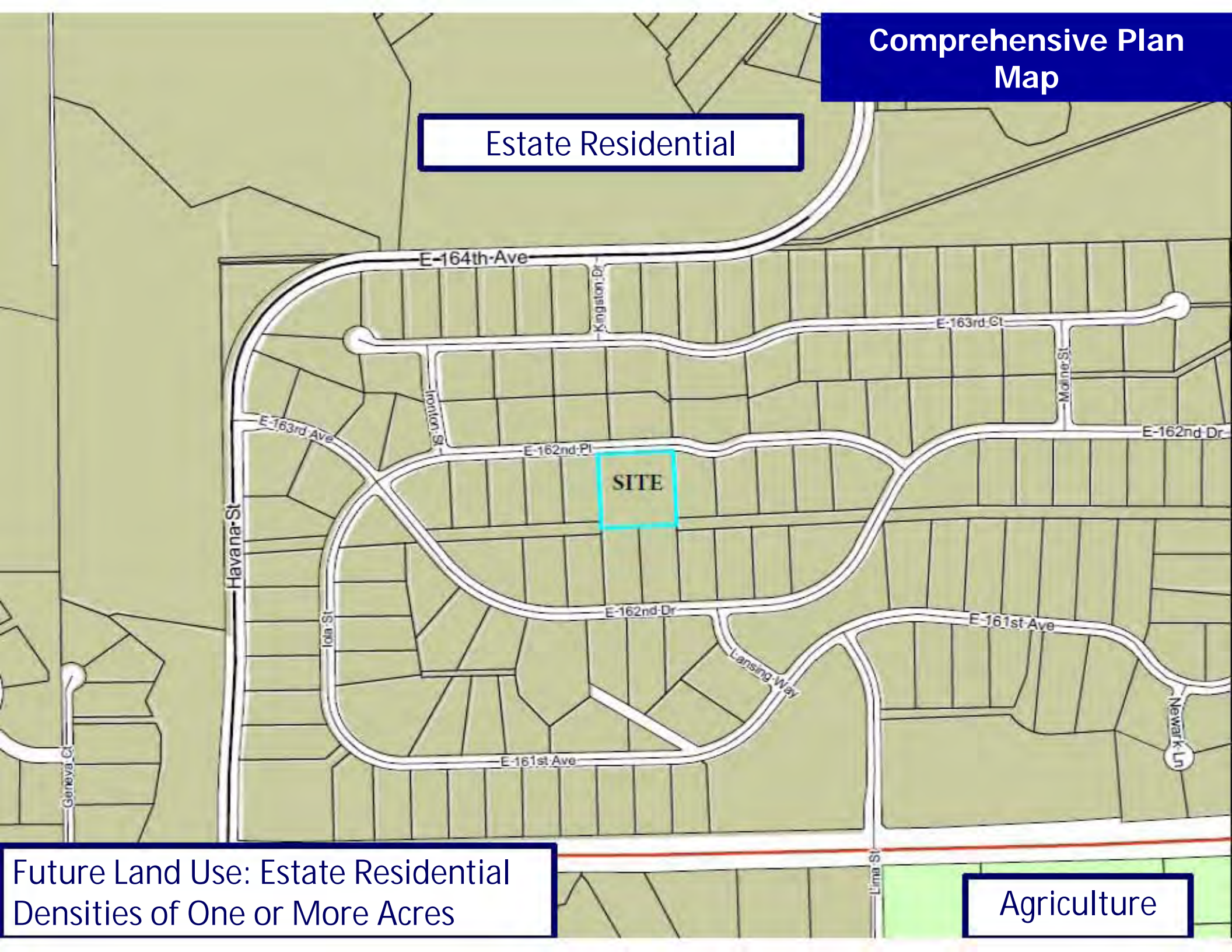
East 160th

Zoning Map



Comprehensive Plan Map

Estate Residential



Future Land Use: Estate Residential
Densities of One or More Acres

Agriculture

Criteria for Minor Subdivision Final Plat Approval

Section 2-02-18-03-05

1. Conforms to approved sketch plat
2. Conforms to subdivision design standards
3. Sufficient water supply
4. Sufficient public sewage
5. Identify any topographical conditions
6. Adequate drainage improvements
7. Adequate public infrastructure and collateral
8. Consistent with Comprehensive Plan
9. Consistent with standards and regulations
10. Density conforms to zone district
11. Compatible with surrounding area, etc.

Criteria for Planned Unit Development Amendment Approval

Section 2-01-10-02

1. Consistent with Comprehensive Plan
2. Consistent with Existing PUD Standards
3. Complies to Development Standards
4. Harmonious & Compatible

Development Standards

PUD Zoning within Bartley

Minimum Lot Size:

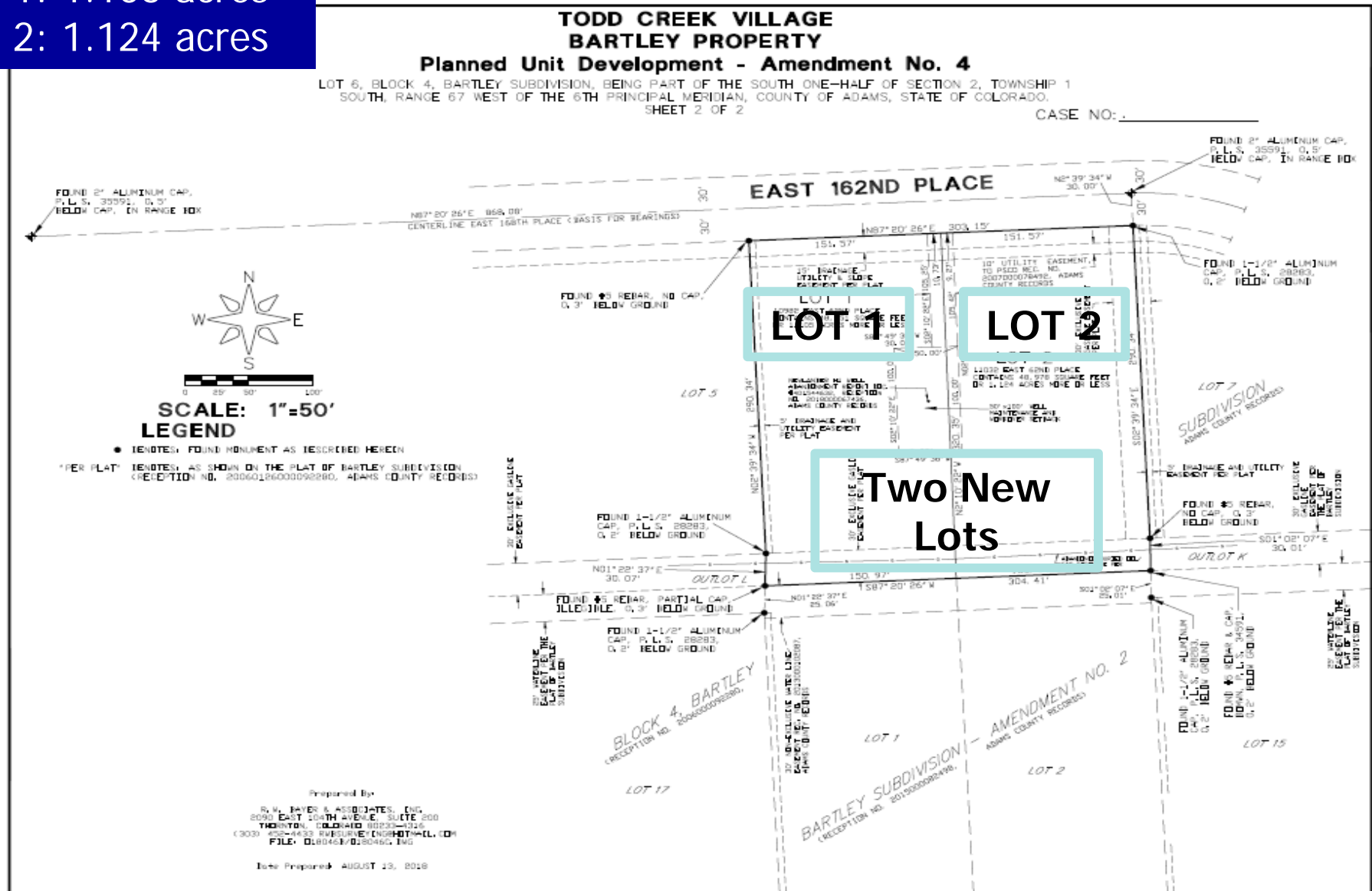
- Required: 1 acre
- Lot Width: 150-feet
- Lot 1: 1.105 acres
- Lot 2: 1.124 acres
- Lot 1 and 2 Lot Width: 151.57-feet

Maximum Density:

- 0.79 density units/acre
- w/PUD Amendment: 0.62 du/acre

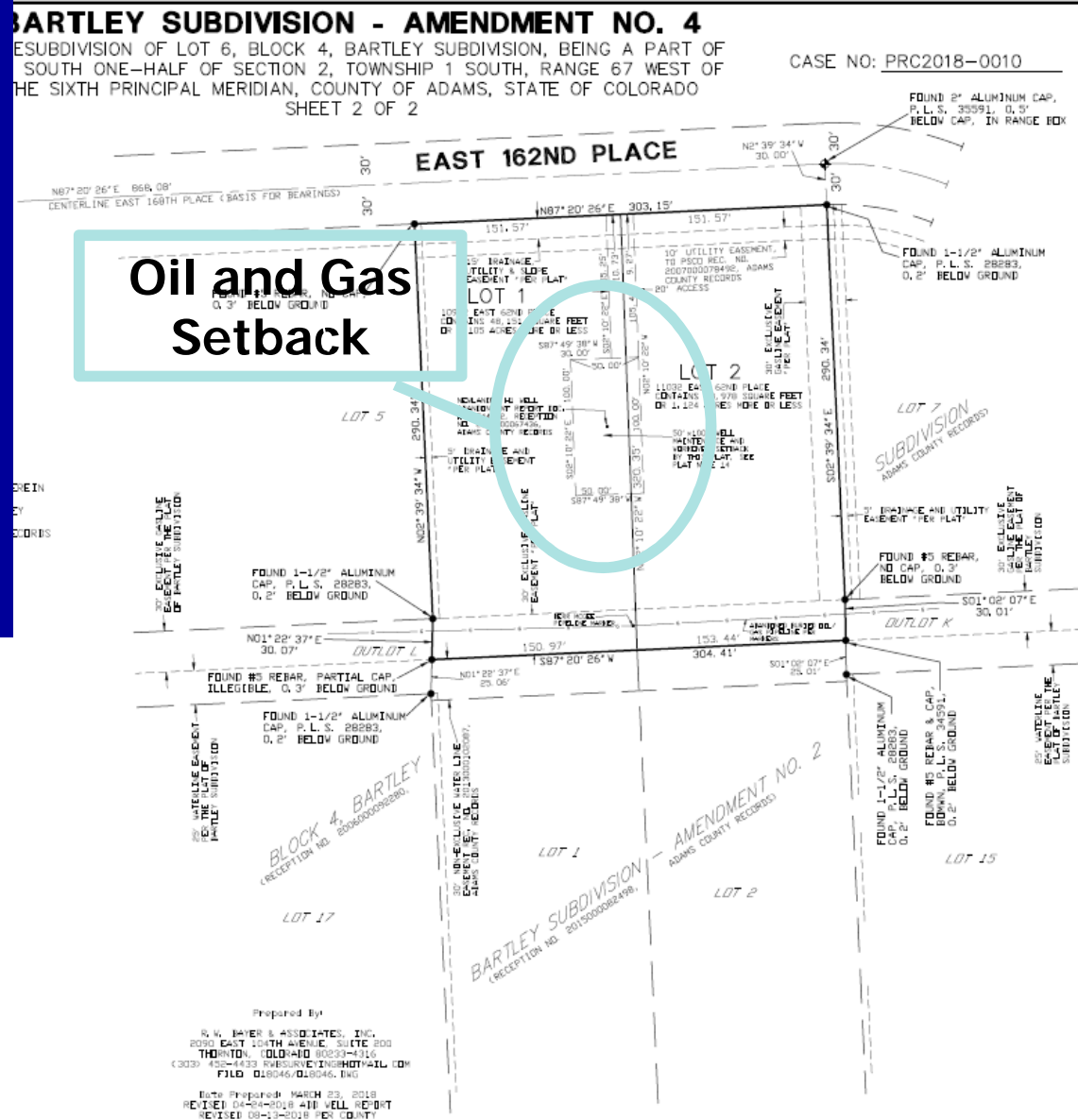
PUD Amendment

Lot 1: 1.105 acres
Lot 2: 1.124 acres



Minor Subdivision Plat

- Abandonment Report Provided w/Reception #
- Proposed Note on Plat with 50'x100' Well Maintenance and Workover Setback



WESTERN VIEW ON 162nd Place



SOUTHERN VIEW



EASTERN VIEW



Referral Period

Owner/Occupant Notices Sent	Comments Received
73	1

750-ft referral distance

Public comment: Todd Creek Riverside HOA requested they a) receive notification of the application, and b) that the two lots be incorporated in to the Association at the time of the PUD Amendment recording. The applicant sent notice to the HOA and agreed to incorporate these lots into the HOA.

External Referral Agencies: No outstanding concerns

Planning Commission Update

On November 8, 2018, the Planning Commission recommended approval of the request on a vote of 7-0.

The applicant spoke at the meeting and had no concerns with the staff report or presentation.

Staff Recommendation

- Consistent with Comprehensive Plan
- Compliant with Development Standards
- Compatible with surrounding area

Approval (PRC2018-00010 Bartley PUD Amendment No. 4) with 14 findings-of-fact.

Findings of Fact

1. The final plat is in conformance with the subdivision design standards.
2. 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.
3. 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 that the system complies with state and local laws and regulations.

Findings of Fact

4. 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.
5. The proposed or constructed drainage improvements are adequate and comply with these standards and regulations.
6. 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.

Findings of Fact

7. The final plat is consistent with the Adams County Comprehensive Plan and any available area plan.
8. The final plat is consistent with the purposes of these standards and regulations.
9. The overall density of development within the proposed subdivision conforms to the zone district density allowances.
10. 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.
11. The PUD amendment is in general conformity with the Adams County Comprehensive Plan and any applicable area plan.

Findings of Fact

- 12. The PUD amendment conforms to the P.U.D. standards.
- 13. The PUD amendment is consistent with any approved FDP for the property.
- 14. The PUD amendment 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.



**COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT**

**CASE NAME: HUMBOLT CMRS
CASE NUMBER: RCU2018-00033**

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- 2.1 Aerial Map
- 2.2 Zoning Map
- 2.3 Future Land Use Map
- 2.4 Simple Map

EXHIBIT 3- Applicant Information

- 3.1 Applicant Written Explanation
- 3.2 Applicant Site Plan
- 3.3 Applicant Coverage Maps

EXHIBIT 4- Referral Comments

- 4.1 Referral Comments (Adams County)
- 4.2 Referral Comments (CDOT)
- 4.3 Referral Comments (TCHD)
- 4.4 Referral Comments (Xcel)
- 4.5 Referral Comments (City and County of Denver)

EXHIBIT 5- Associated Case Materials

- 5.1 Request for Comments
- 5.2 Public Hearing Notice
- 5.3 Newspaper Publication
- 5.4 Referral Listing
- 5.5 Property Occupant and Owner Labels
- 5.6 Certificate of Posting



**COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT
STAFF REPORT**

Board of County Commissioners

December 11, 2018

CASE No.: RCU2018-00033	CASE NAME: Humboldt CMRS
--------------------------------	---------------------------------

Owner's Name:	CMA Financial LLLP
Applicant's Name:	SBA Towers IX, LLC
Applicant's Address:	8051 Congress Avenue, Boca Raton, FL 33487
Location of Request:	801 East 52 nd Avenue, Denver, CO 80216
Nature of Request:	A conditional use permit to allow a telecommunications tower on the property
Zone Districts:	Industrial-3 (I-3)
Comprehensive Plan:	Industrial
Site Size:	1,600 square feet portion of a 3.08 acre parcel
Proposed Uses:	Commercial Telecommunications Tower
Existing Use:	Industrial Roofing Business
Hearing Date(s):	PC: November 8, 2018 / 6:00 p.m.
	BOCC: December 11, 2018 /9:30 a.m.
Report Date:	November 20, 2018
Case Manager:	Libby Tart-Schoenfelder
Staff Recommendation:	APPROVAL with 8 Findings-of-Fact and 6 Conditions

SUMMARY OF PREVIOUS APPLICATIONS

The 3.08 acre site is occupied by the Bauen Roofing Company and contains four buildings (two attached by a party wall) with a service garage, distribution warehouse, office building, and storage warehouse – the service garage building was built in 1952, and the other three were constructed in 2005, 2014, and 2015.

On September 14, 2018, the applicant applied for a temporary use permit to allow for a 60-foot tall monopole or “cell-on-wheels” onsite until a permanent cellular tower is permitted on the site. The temporary use permit was issued on October 1, 2018. The permit was approved for 90-day days and expires on December 30, 2018.

SUMMARY OF APPLICATION

Background

SBA Towers IX, LLC, the applicant, is requesting a new conditional use permit (CUP) to allow a commercial telecommunications tower in the form of a stealth monopine on the subject property. The telecommunication tower will occupy 1,600 square feet of a 3.02 acre parcel (see Exhibit 3.2). Elevation plans submitted with the application show the proposed tower with lightening rod at 60-feet tall (see Exhibit 3.2). There is also a proposed six-foot, green PVC fence to be constructed along the perimeter of the site to screen equipment at the base of the tower.

Site Characteristics:

The subject property is located approximately 500 feet west of the intersection of Washington Street and East 52nd Avenue and has access to on East 52nd Avenue. There are four buildings on the property, with two of the four buildings sharing a common wall.

Development Standards and Regulations Requirements:

Per Section 3-07-01 of the Adams County Development Standards and Regulations, a conditional use permit is required for a commercial telecommunications tower in the I-3 zone district. Section 4-09-02-07 of the County's Development Standards and Regulations outlines design and performance standards for commercial telecommunication facilities. These standards include allowed maximum height, landscaping, screening, setbacks from property lines, separation from other freestanding telecommunication facilities, and setbacks from residential uses.

The elevation plans, provided with the application, show the telecommunication tower is sixty (60) feet in height. Per Section 3-26-07-04 of the County's Development Standards, the maximum height allowed in the I-3 zone district for structures is ninety (90) feet.

Setback requirements for proposed telecommunications towers are outlined in Section 4-09-02-07(3) of the County's Development Standards and Regulations. Per these standards, freestanding telecommunication towers shall not be located closer than the height of the tower from any property line, unless a waiver is obtained from the BoCC. The proposed telecommunication tower is located over 60 feet away from the north, east, south, and west property lines.

Landscaping and fencing are required to screen the telecommunications tower and associated equipment. The requirements for landscaping and screening are outlined in Section 4-09-02-07(3b) of the County's Development Standards and Regulations. They state "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." Currently, the site has no landscaping but is bordered to the east by several trees on an adjacent lot. In lieu of landscaping, the applicant is

proposing a stealth commercial telecommunications tower on the property. The applicant is proposing a six foot, green PVC fence surrounding the equipment area at the base of the tower.

Section 4-09-02-07(3d) of the County’s Development Standards and Regulations requires new telecommunications towers to be located no closer than one-thousand (1,000) feet from the nearest telecommunications tower. From the information submitted with the application, there is no telecommunications tower located within 1,000 feet; the nearest tower is located approximately 1,368 feet away to the northeast of the subject property. The applicant also provided coverage maps of the area to demonstrate the need for the tower.

Future Land Use Designation/Goals of the Comp-Plan for the Area

The future land use designation on the property is Industrial. Per Chapter 5 of the Adams County Comprehensive Plan, “industrial areas are intended to provide a setting for a wide range of employment uses, including manufacturing, warehouses, distribution and other industries. These areas may also include limited supporting uses such as retail, outdoor storage. Key considerations at the edges of industrial uses include limiting or buffering noise, vehicle, appearance, and other impacts of industrial uses on nearby non-residential areas”.

The request to develop the property for a commercial telecommunication tower is consistent with Policy 6.4 of the County’s Comprehensive Plan, as it will aid in providing improved telecommunication coverage to current and future residents of the area. The applicant is providing the opportunity to co-locate on the tower and has determined that service is needed within this area of the County.

Surrounding Zoning Designations and Existing Use Activity:

Northwest PUD Planned Unit Development	North I-3 Industrial	Northeast City and County of Denver Industrial – General
West City and County of Denver Industrial - Light	Subject Property I-3 Roofing Business	East City and County of Denver Industrial - General
Southwest City and County of Denver Industrial - Light	South City and County of Denver Industrial - Light	Southeast City and County of Denver Industrial - General

Compatibility with the Surrounding Land Uses:

All of the surrounding properties to the site are designated as Industrial or PUD zoning, and mostly used for industrial uses such as car repair, manufacturing and warehousing. There are no residential zones within 500-feet of the subject site. The request is compatible with the surrounding properties, and will not be detrimental to the surrounding area.

PLANNING COMMISSION UPDATE: The Planning Commission considered this case at a Public Hearing on November 8, 2018 and voted (7-0) to recommend approval to the Board of County Commissioners. The applicant made a presentation at the meeting and indicated they were supportive of staff's recommendation.

Staff Recommendations:

Based upon the application, the criteria for approval of a conditional use permit, the County's Comprehensive Plan, and a recent site visit, staff recommends approval of the request with 8 findings-of-fact and 6 conditions.

Findings-of-fact for Approval:

1. The conditional use is permitted in the applicable zone district.
2. The conditional use is consistent with the purposes of these standards and regulations.
3. The conditional use will comply with the requirements of these standards and regulations, including but not limited to, all applicable performance standards.
4. The conditional use is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County.
5. The conditional use permit has addressed all off-site impacts.
6. The site is suitable for the proposed conditional use including adequate usable space, adequate access, and absence of environmental constraints.
7. The site plan for the proposed conditional use will provide the most convenient and functional use of the lot including the parking scheme, traffic circulation, open space, fencing, screening, landscaping, signage, and lighting.
8. Sewer, water, storm water drainage, fire protection, police protection, and roads are available and adequate to serve the needs of the conditional use as designed and proposed.

Recommended Conditions:

1. Any telecommunications facility that ceases to be in operation for a consecutive period of six months or more shall be removed from the site within 90 days of the end of such period of non-use.
2. The conditional use permit shall expire on December 11, 2028.
3. In lieu of landscaping, the telecommunications tower shall be constructed in the shape of a pine tree.
4. The height of the telecommunications tower shall not exceed 60 feet.
5. The tower shall provide co-location opportunities for other telecommunication tower providers.
6. A 6 foot tall, green PVC screen fence shall be installed along the perimeter of the lease area for the telecommunication tower.

PUBLIC COMMENTS

Property Owners Notified	Number of Responses
11	0

Staff sent eleven notices to property owners and occupants within 750 feet of the subject request. As of writing this report, staff has received no public comment.

COUNTY AGENCY COMMENTS

Staff reviewed the original request for a 64-foot monopole and chain-link fence around the equipment area and identified that the applicant needed to set back the telecommunication tower foot-for-foot from the property line, provide a 6-foot, green PVC screen fence around the equipment, and landscaping around the PVC screen fence. The applicant reduced the height of the telecommunication tower from 64-feet to 60-feet, and provided a green PVC screen fence along the perimeter of the lease area of the tower. To minimum potential visual impact of the tower, the applicant is proposing a stealth monopine in lieu of landscaping due to the lack of landscaping or irrigation on the parcel. Staff has included the monopine as a condition of approval to the request.

REFERRAL AGENCY COMMENTS

Responding without Concerns:

Adams County Development Services Engineering
Adams County Development Services Right-of-Way
Adams County Development Services Environmental
Adams County Development Services Building and Safety
Adams County Development Services Parks
Adams County Development Services Neighborhood Services
City and County of Denver
CDOT
Tri-County Health
Xcel Energy

Notified but not Responding / Considered a Favorable Response:

Adams County Fire Protection District
Adams County Sheriff's Office
CDPHE
Colorado Division of Wildlife
Comcast
Mapleton School District #1
Metro Wastewater Reclamation
North Washington Street Water & Sanitation District
Regional Transportation District



Legend

- Railroad
- Major Water
- Zoning Line
- Sections

Zoning Districts

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

Case Name Humbolt CMRS Conditional Use

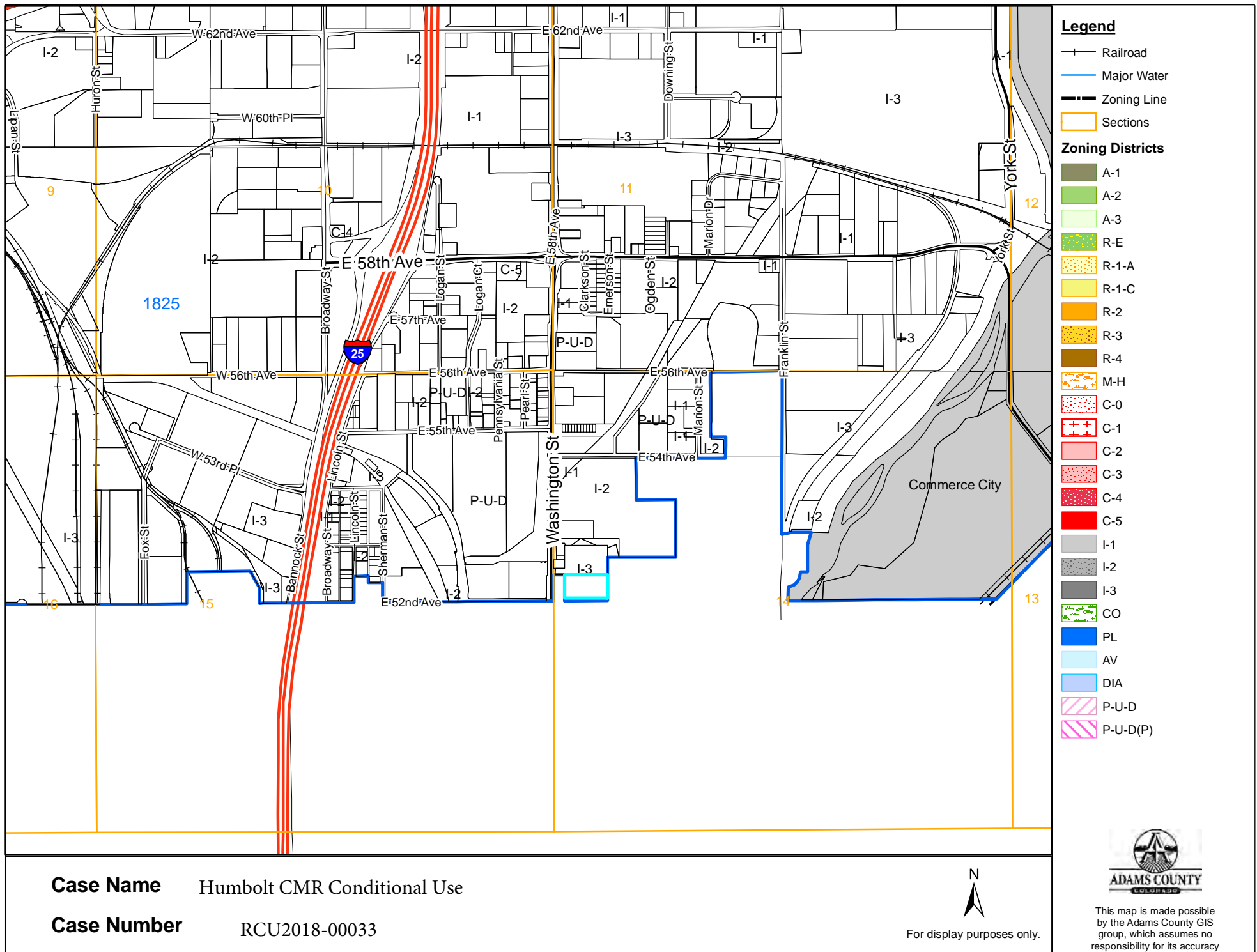
Case Number RCU2018-00033

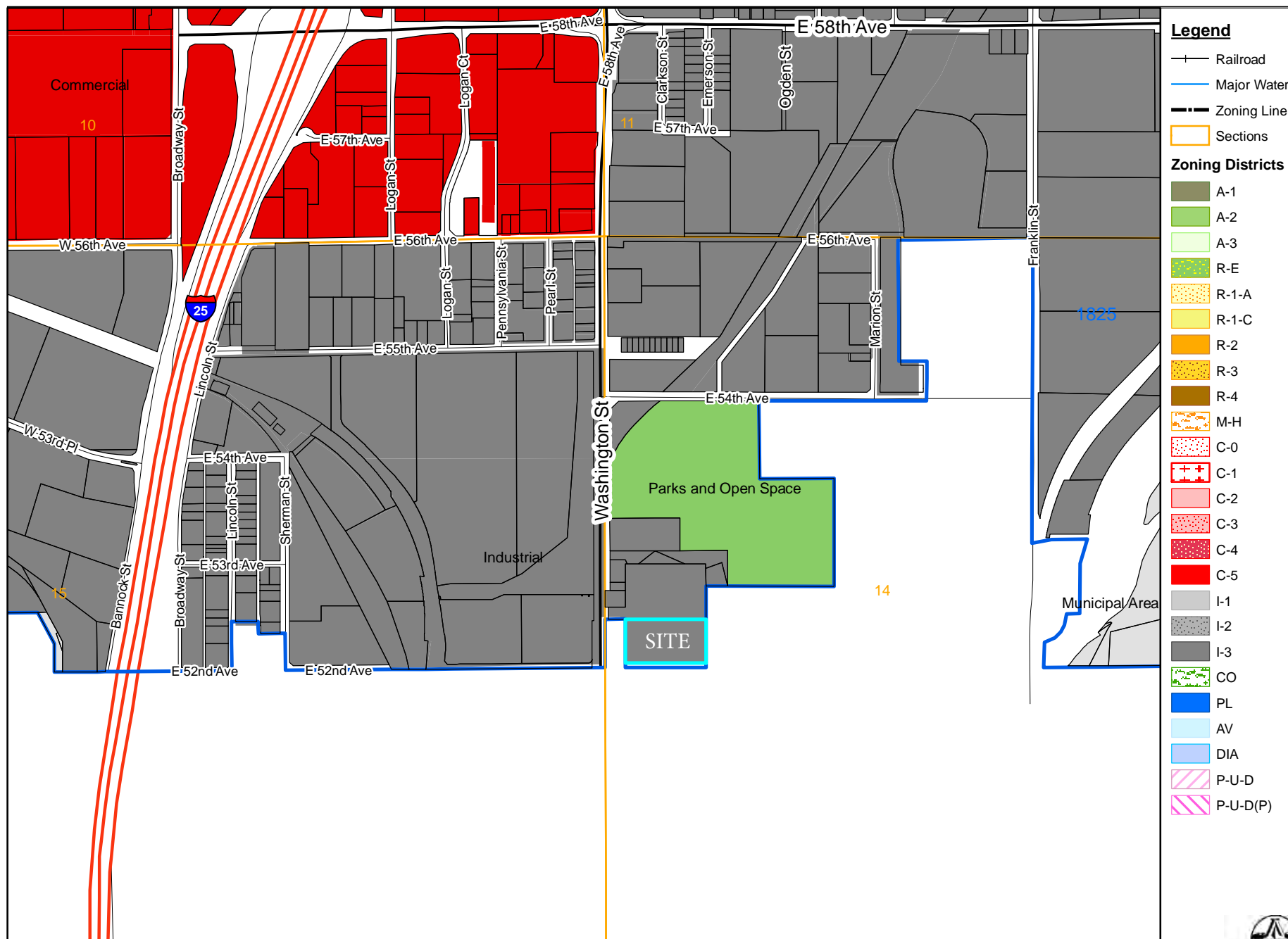


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Case Name Humbolt CMRS Conditional Use

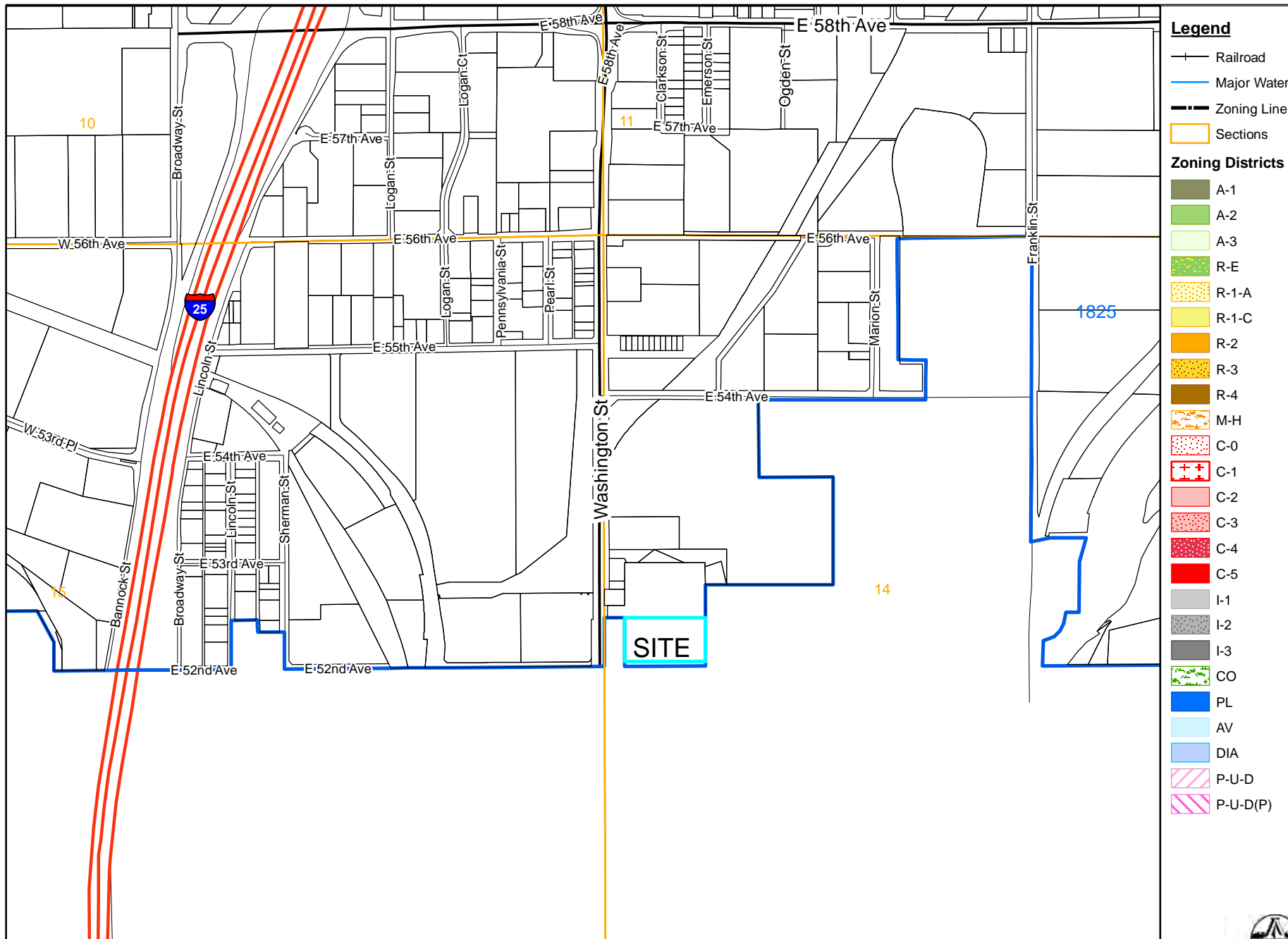
Case Number RCU2018-00033



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Case Name : Humboldt CMRS Conditional Use

Case Number: RCU2018-00033



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Written Explanation of Request
APPLICATION FOR COMMERCIAL TELECOMMUNICATIONS TOWER

Submitted to Adams County, Colorado
 Department of Planning & Development
 August 10, 2018

REVISED 11.01.2018

1. GENERAL INFORMATION

Applicant: SBA Towers IX LLC
 Attn: Jessica Ross
 8051 Congress Avenue
 Boca Raton, FL 33487
 jross@sbsite.com

Representative: Wireless Policy Group LLC
 Liz Walker
 303-264-7455

Property Owner: CMA Financial LLP

Site Address: 801 East 52nd Avenue

APN: 0182514200014

Zoning Classification: I3 - Industrial

Wireless Policy Group LLC is submitting this application on behalf of SBA (the “**Applicant**”). See *Letter of Authorization, Attached to Development Application – Tab 1*.

2. INTRODUCTION

The Applicant submits this request for a Conditional Use Permit (CUP)¹ for a new Commercial Mobile Radio Service (CMRS) Telecommunications Site (“**the Facility**”) at 801 East 52nd Avenue in Adams County, Colorado. The Facility is necessary to fill a significant gap in wireless telephone and data service in this area and to support seamless coverage in the co-locating carriers’ greater wireless networks. The gap in question is resulting from a forced removal and relocation of an existing wireless facility pursuant to an eminent domain action.

This proposal meets all of the Adams County criteria for a CUP, and the Applicant respectfully requests that Adams County approve the application.

¹ CUP application is included with this application under **Tab 1**.

3. BACKGROUND INFORMATION

3.1 The Proposed Wireless Communication Facility

SBA is proposing a 60-foot tall camouflaged mono-pine facility with outdoor equipment enclosed in a 40' x 40' lease area. The Property is in an I-3 Industrial Zone District. Drawings have been included with this application labeled under **Tab 4**.

3.2 Network Information

The need for wireless service is determined by market demand, coverage requirements for a specific geographic area, and the need to provide continuous coverage from one site to another in a particular geographic region to avoid call failures and dropped calls. Approval of this application will allow Sprint to provide wireless service in the area.

Wireless coverage provided by CMRS telecommunication sites, such as the one at proposed for this location, strengthen and complete wireless communication networks and function as an important link to the overall communications network locally and nationally. The subject Facility will be an essential part of the Adams County regional wireless network. This site will fill a significant gap in coverage, and as evidence of that signal propagation coverage maps have been included with this application as **Attachment A**.

4. ANALYSIS OF LAWS APPLICABLE TO THIS APPLICATION

Federal, state, and local laws apply to this application.

While the federal Telecommunications Act acknowledges a local jurisdiction's zoning authority over wireless facilities, it limits the exercise of that authority in several important ways.

- A local regulation may not prohibit, or have the effect of prohibiting, the provision of wireless services. 47 U.S.C. §332(c)(7)(A) and (B)(i)(II).
- A jurisdiction is prohibited from considering the environmental effects of radio frequency emissions (including health effects) of the WCF site if the site will operate in compliance with federal regulations. 47 U.S.C. §332(c)(7)(B)(iv).
- A jurisdiction may not discriminate among providers of functionally equivalent services. A jurisdiction must be able to provide plausible reasons for disparate treatment of different providers' applications for similarly situated facilities. 47 U.S.C. §332(c)(7)(B)(i)(I).
- The Telecommunications Act requires local jurisdictions to act upon applications for wireless communications sites within a "reasonable" period of time. The shot clock applicable to this application is 150 days.²

²The FCC rules clarify that the shot clock begins to run when the application is submitted and further state that "[a] determination of incompleteness tolls the clock only if the local government provides notice to the applicant within 30 days that the application is incomplete and while specifically delineating all missing information, and specifying the code provision,

The Facility will operate in accordance with the Federal Communications Commission's Radio Frequency emissions regulations. Therefore, issues regarding environmental effects are preempted under federal law and any testimony or documents introduced relating to the environmental or health effects of the WCF site should be disregarded in this proceeding.

Under the Adams County Development Standards and Regulations (the Code), an application for CUP is subject to the Conditional Use Permit Review Procedures under Code Section 2-02-08-04 and -05, including notice, public hearing and a decision by the BOCC.

This application complies with all requirements of the Adams Code CUP Criteria for Approval, which are addressed below.

Chapter 2—Application and Permitting Procedures
Specific Development Review Steps for Development Applications
2-02-08-06 Conditional Use Permit—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.

RESPONSE: The Facility is in an Industrial Zone District (Zone I3). Per the Use Chart at Section 3-07-01 Telecommunications/Commercial Communications Towers are allowed in an I-3 Zone District with a Conditional Use Permit.

2. The conditional use is consistent with the purposes of these standards and regulations.

RESPONSE: Per Section 3-08-04-04, Communications Towers are a conditional use in this zone district. The use is consistent with the purposes of the applicable standards and regulations.

Per Section 2-02-08-01,

“Conditional uses are those 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 [outright].”

The Adams County Code categorizes Telecommunications Towers as presumptively compatible with the other land uses authorized in an I-3 zone. The Applicant has provided all required documentation as listed on the CUP Checklist. See CUP Checklist and attachment lists. The facility is compatible with the existing industrial uses on the property.

3. The conditional use will comply with the requirements of these standards and regulations including, but not limited to, all applicable performance standards.

ordinance or application instruction or other publically-stated procedure requiring that the information be submitted. Following a resubmission the clock can be tolled again only if the local government notifies the applicant within 10 days that the supplemental submission did not provide the information identified in the original notice.” See *FCC Report and Order, FCC 14-153. Acceleration of Broadband Deployment by Improving Wireless Facilities Siting Policies. October 17, 2014.*

RESPONSE: The Tower will be designed and constructed in accordance with the applicable design requirements and 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.**

RESPONSE: The facility will be compatible with the surrounding area and will fit in with the character of the surrounding industrial uses. The Tower does not generate any significant traffic because it is an unmanned facility and requires only periodic maintenance visits by carrier personnel.

- 5. The conditional use permit has addressed all off-site impacts.**

RESPONSE: The site will have a positive impact on the surrounding community by providing critical communications infrastructure.

- 6. The site is suitable for the conditional use including adequate usable space, adequate access, and absence of environmental constraints.**

RESPONSE: The site has adequate space, access and no environmental constraints that would be in conflict with the proposed use.

- 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.**

RESPONSE: The site, as designed and constructed, will be the most convenient and functional use of this area on the lot. The parking scheme and traffic circulation will not be impacted, as there is rarely more than one maintenance vehicle serving a site at a time. Fencing, screening, landscaping, signage, and lighting will be designed and constructed in accordance with Adams County code requirements.

- 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.**

RESPONSE: The Facility is unmanned and does not require sewer or water service. The Facility will be constructed in accordance with Adams County storm water drainage. This use will not result in a need for increased fire or police protection and no road improvement would be needed.

Chapter 4 –

Design and Performance Criteria for all CMRS Telecommunication Sites. (Section 4-09-02-07)

- 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.

RESPONSE: The Facility will be located on an industrial parcel that processes and stores roofing materials. The Facility will be located in the northeast corner of the property but all required setbacks will be met. The Facility will be compatible with the industrial uses that are ongoing at the property. The applicant is proposing a 6' green PVC fence to conceal the equipment compound and the base of the Facility.

- 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.**

RESPONSE: The applicant is proposing that the site be located in the I-3 zone district, which is a "heavy industrial district designed to accommodate most industrial enterprises." The applicant is proposing to screen the site with a PVC fence to conceal the equipment. In addition, the existing vegetation which blocks the view onto the parcel will be maintained. Landscaping the lease area would not be practical since it is located at the back of the property and wouldn't serve to provide any additional screening benefit. Moreover, landscaping this industrial parcel would not be an efficient use of the watering and resources needed to maintain it especially given the drought conditions that Colorado is currently experiencing. The applicant was also encouraged to install a camouflaged mono-pine facility that serve to conceal the facility and achieve the purposes of landscaping without the need for an abundance of water to keep vegetation alive on this industrial parcel.

- c. All CMRS antenna and equipment should be no taller than necessary for the efficient operation of the CMRS antennae and equipment.**

*RESPONSE: The applicant is proposing a **60 foot tall facility** and has provided coverage maps that show that for the site to fill the coverage gap the height of 60 feet is needed. The proposed height is below the allowable height of the zone district which is 90 feet.*

- d. Applicants shall demonstrate the CMRS telecommunication 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 existing sites and system constraints such as frequency requirements, availability of electric power and interconnection to telephone land lines, and site access.**

RESPONSE: The proposed Facility is necessary to provide appropriate signal coverage quality as demonstrated by the signal coverage maps. The Applicant's tenant holds an FCC license and is providing

wireless service pursuant to that license. The site is necessary to handle increased capacity due to caller volume. This site location, zoned I-3, is an appropriate location for this Facility. Other factors that require the site to be located here include the availability of electric power and fiber.

- 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.**

RESPONSE: The Facility will be screened by the existing vegetation in the area and the a 6' green PCV Fence. Furthermore, the site is screened by virtue of its location in the back of the property.

- f. The colors of all CMRS telecommunication antennae, equipment, and equipment shelters shall minimize the visibility of the facility.**

RESPONSE: The Applicant is minimizing the visibility of the Facility by placing it to the rear of the property and by screening the compound with a green PVC fence. The site is further screened by the existing vegetation in the area.

- g. To minimize the visual and physical impact on the surrounding area caused by freestanding and building mounted CMRS telecommunication facilities, the County encourages innovative and multiple use of building and structures for the location of CMRS telecommunication facilities, antenna, and equipment.**

RESPONSE: The proposed location for the Facility at this back of this property minimizes the visual and physical impact on other properties.

Design and Performance Standards for 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 by the Board of County Commissioners.**

RESPONSE: The proposed Facility conforms to the height limit of the I-3 Zone District which is 90 feet.

- b. All freestanding CMRS telecommunication 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 ...**

RESPONSE: The proposed Facility will have adequate screening by virtue of its location on this industrial property and because there is existing vegetation in the area which serves to screen the site. Adding extensive landscaping to this property would not be compatible with the industrial activities that take on the property and would not be an efficient use of the water and other resources needed to maintain such landscaping.

- c. A freestanding CMRS 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 from the Board of County Commissioners.

RESPONSE: The Facility meets the setback 1:1 setback requirements.

SETBACK FROM CENTER OF MONOPOLE TO PROPERTY LINES:	
DIRECTION	DISTANCE
NORTH	60'-0"
SOUTH	210'-0"
EAST	60'-0"
WEST	437'-0"

See sheet Z-1 of the plan set included in Tab 4.

- d. A freestanding CMRS 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....

RESPONSE: There are no freestanding CMRS facilities within 1000 feet of the proposed facility.



- 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....

RESPONSE: There are no occupied dwelling units within 500 feet of the proposed Facility.

- f. During the 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 or 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.

RESPONSE: The proposed Facility is necessary to provide appropriate signal coverage quality as demonstrated by the signal coverage maps. The Applicant's tenant holds an FCC license and is providing wireless service pursuant to that license. The site is necessary to handle increased capacity due to caller volume. This site location, zoned I-3, is an appropriate location for this Facility. Other factors that require the site to be located here include the availability of electric power and fiber. The site is screened by virtue of its relatively low height for a CMRS facility of 60 feet, its strategic location on the property towards the back and behind existing vegetation, and its placement on an industrial parcel.

5. DOCUMENTS SUBMITTED WITH THIS APPLICATION

Tab 1 – Application for Conditional Use / Application Fee and Letters of Authorization
Tab 2 – Fees
Tab 3 – Written Explanation of Project (this document with attachment)
Tab 4 – Site Plan Showing Proposed Development
Tab 5 – Proof of Ownership
Tab 6 – Proof of Water and Sewer NA
Tab 7 – Proof of Utilities
Tab 8 – Legal Description
Tab 9 – Certificate of Taxes Paid
Tab 10 – Certification of Notice to Mineral Estate Owners

6. CONCLUSION

The zoning application for the proposed Communications Facility meets the requirements of the Adams County Development Standards and Regulations, and the Applicant respectfully requests that Adams County approve the CUP.

LEGAL DESCRIPTION

PARENT PARCEL:

SITUATED IN THE CITY OF DENVER, COUNTY OF ADAMS, STATE OF COLORADO:
PART OF THE SW 1/4 NW 1/4 OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 125 FEET EAST OF THE WEST 1/4 CORNER OF SAID SECTION 14, AND ON THE EAST–WEST CENTER LINE OF SAID SECTION;
THENCE NORTH 300 FEET;
THENCE EAST 497 FEET;
THENCE SOUTH 300 FEET;
THENCE WEST 497 FEET TO THE POINT OF BEGINNING.

EXCEPT THE SOUTH 30 FEET THEREOF CONVEYED TO THE CITY AND COUNTY OF DENVER BY DEED RECORDED SEPTEMBER 26, 1975, IN BOOK 2020 AT PAGE 107.
TAX I.D. NUMBER: 0182514200014

BEING THE SAME PROPERTY CONVEYED TO CMA FINANCIAL, LLLP, GRANTEE, FROM ROVER INVESTMENTS TD. LIABILITY COMPANY, GRANTOR, BY DEED RECORDED 09/16/2004, AS DOCUMENT NO. 2004000908510, OF THE ADAMS COUNTY RECORDS.

LEASE AREA:

A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 14 OF SAID SECTION 14; THENCE NORTH 89°50'09" EAST ALONG THE SOUTH LINE OF SAID QUARTER, 298.30 FEET; THENCE DEPARTING SAID SOUTH LINE NORTH 00°09'51" WEST, 30.00 FEET TO THE NORTH RIGHT OF WAY LINE OF 52ND STREET; THENCE NORTH 00°00'00" EAST, 67.52 FEET; THENCE NORTH 90°00'00" EAST, 93.05 FEET; THENCE NORTH 00°00'00" EAST, 102.95 FEET; THENCE SOUTH 90°00'00" EAST, 146.04 FEET; THENCE NORTH 00°00'00" EAST, 71.30 FEET; THENCE NORTH 90°00'00" EAST, 20.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 90°00'00" EAST, 40.00 FEET; THENCE SOUTH 00°00'00" EAST, 40.00 FEET; THENCE NORTH 90°00'00" WEST, 40.00 FEET; THENCE NORTH 00°00'00" EAST, 40.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1600.00 SQUARE FEET OR 0.037 ACRES MORE OR LESS.

LESSEE ACCESS/UTILITY EASEMENTS:

A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 14 OF SAID SECTION 14; THENCE NORTH 89°50'09" EAST ALONG THE SOUTH LINE OF SAID QUARTER, 298.30 FEET; THENCE DEPARTING SAID SOUTH LINE NORTH 00°09'51" WEST, 30.00 FEET TO THE NORTH RIGHT OF WAY LINE OF 52ND STREET ALSO BEING THE POINT OF BEGINNING.

THENCE NORTH 00°00'00" EAST, 67.52 FEET; THENCE NORTH 90°00'00" EAST, 93.05 FEET; THENCE NORTH 00°00'00" EAST, 102.95 FEET; THENCE SOUTH 90°00'00" EAST, 146.04 FEET; THENCE NORTH 00°00'00" EAST, 71.30 FEET; THENCE NORTH 90°00'00" EAST, 20.00 FEET; THENCE NORTH 00°00'00" EAST, 40.00 FEET; THENCE NORTH 90°00'00" EAST, 25.00 FEET; THENCE SOUTH 00°00'00" EAST, 20.00 FEET; THENCE NORTH 90°00'00" WEST, 25.00 FEET; THENCE SOUTH 00°00'00" EAST, 31.30 FEET; THENCE NORTH 90°00'00" WEST, 146.04 FEET; THENCE SOUTH 00°00'00" EAST, 102.95 FEET; THENCE NORTH 90°00'00" WEST, 93.05 FEET; THENCE SOUTH 00°00'00" EAST, 47.46 FEET; THENCE SOUTH 89°50'09" WEST, 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 10116.79 SQUARE FEET OR 0.232 ACRES MORE OR LESS.

SBA

SBA TOWERS IX,
A DELAWARE LIMITED LIABILITY COMPANY
8051 CONGRESS AVENUE
BOCA RATON, FL 33487
PHONE: 1-561-322-7792

SITE NO. C022340-S
INTERSTATE 25 HUMBOLT RELOCATION

SITE ADDRESS:
C022340-S
E911 ADDRESS:
801 E 52ND AVE
DENVER, CO 80216

PROJECT NO. 2024-0001
PROPOSED PROJECT

CONSULTING TEAM

DESIGN FIRM:
P+S CONSULTING LLC
2036 N GILBERT RD., SUITE 2-433
MESA, AZ 85203
CONTACT: STEPHEN PHILLIPS
PHONE: (602) 904-2108

SURVEYING FIRM:
RLF CONSULTING LLC
1214 N STADEM DR.
TEMPE, AZ 85281
CONTACT: RYAN FIDLER
PHONE: (480) 445-9189

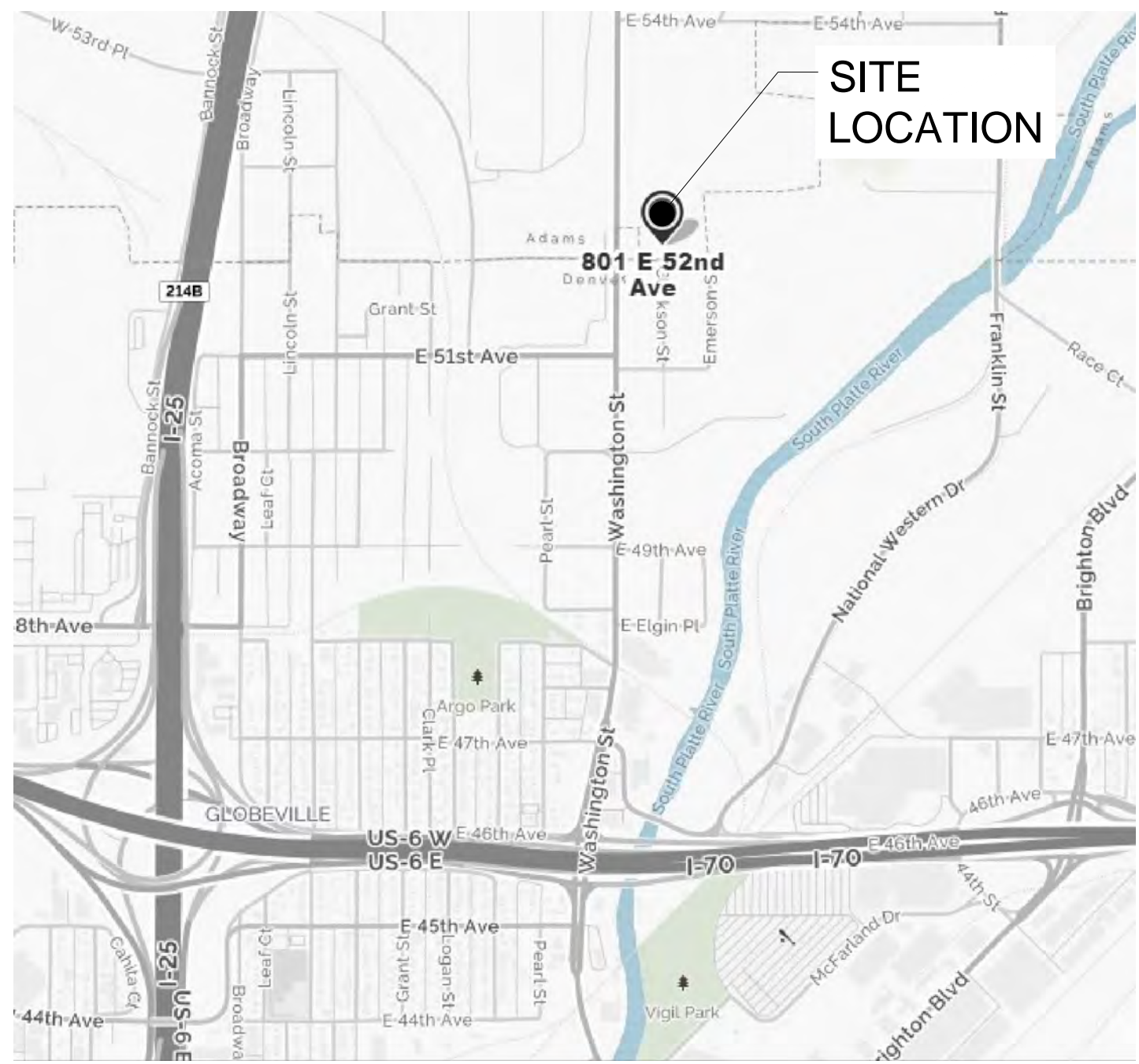
SITE ACQUISITION FIRM:
VIRTUAL SITE WALK LLC
CONTACT: JAKE HAMILTON
PHONE: (619) 341-9208

JURISDICTION INFORMATION

JURISDICTION:	ADAMS COUNTY	BUILDING CODES:	2012 IBC
CURRENT ZONING:	I3 - INDUSTRIAL		2011 NEC
PARCEL No.:	0182514200014		2012 IFC
			2012 IMC
OCCUPANCY:		CONSTRUCTION TYPE:	
MONOPINE	U	MONOPINE	N/A

VICINITY MAP

N.T.S. 



REGIONAL MAP

N.T.S. 



PROJECT INFORMATION

SITE NUMBER: C022340-S
SITE NAME: INTERSTATE 25 HUMBOLT RELO
SITE ADDRESS: 801 E 52ND AVE
DENVER, CO 80216
COUNTY: ADAMS COUNTY
LAND OWNER: CMA FINANCIAL LLP
801 E 52ND AVE
DENVER, CO 80216
303-297-3311
APPLICANT & TOWER OWNER: SBA TOWERS IX,
LLC 8051 CONGRESS AVENUE
BOCA RATON, FL 33487
CONTACT PERSON: JESSICA ROSS
(561) 322-7792
LATITUDE: 39° 47' 30.148" N (NAD83)
LONGITUDE: 104° 58' 34.205" W (NAD83)
LAT/LONG TYPE: DEGREES MINUTES AND SECONDS
GROUND ELEVATION: 5140.3' AMSL (NAVD 88)
LEASE AREA: 1600 S.F.

SHEET

SHEET

DESC

T-1
LS-1
LS-2
Z-1
Z-2
Z-3
Z-4

TITLE SHEET
BOUNDARY DETAIL
TOPOGRAPHIC SURVEY
SITE PLAN
ENLARGED SITE PLAN
SOUTH ELEVATION
EAST ELEVATION

FU

DRIVING DIRECTIONS

FROM AIRPORT OR NEAREST MAJOR HIGHWAY INTERSECTION:
FROM DENVER INTERNATIONAL AIRPORT START OUT ON PEÑA BLVD. MERGE ONTO I-70 W VIA THE EXIT ON THE LEFT. TAKE THE WASHINGTON STREET EXIT, EXIT 275A. KEEP RIGHT TO TAKE THE RAMP TOWARD COLORADO NATIONAL CAURD. MERGE ONTO WASHINGTON ST. TURN RIGHT ONTO E 52ND AVE. THE SITE IS LOCATED AT 801 E 52ND AVE, DENVER, CO 80216-1900, 801 E 52ND AVE IS ON THE LEFT. HEAD THROUGH THE GATES AND THE SITE IS AT THE NORTH EAST CORNER OF THE LOT.

HANDICAPPED REQUIREMENTS

HANDICAPPED REQUIREMENTS :
FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION
HANDICAPPED ACCESS REQUIREMENTS NOT REQUIRED

PLUMBING REQUIREMENTS :
FACILITY HAS NO PLUMBING

UTILITY CONT

POWER COMPANY: XCEL ENERGY
XCEL ENERGY

NOTE: UTILITY COORDINATOR
DO NOT PROCEED WITH CONSTRUCTION
UNTIL ALL UTILITY LOCATIONS ARE
POWER / TELCO / FIBER H



Know what's below.
Call before you dig.

SURVEYOR NOTES

- ALL TITLE INFORMATION IS BASED UPON A COMMITMENT FOR TITLE INSURANCE PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, ORDER NO.: 01-18023623-01T EFFECTIVE DATE: 05/02/2018.
- SURVEYOR HAS NOT PERFORMED A SEARCH OF PUBLIC RECORDS TO DETERMINE ANY DEFECT IN TITLE.
- THE BOUNDARY SHOWN HEREON IS PLOTTED FROM RECORD INFORMATION AND DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE PROPERTY.
- SURVEYOR DOES NOT GUARANTEE THAT ALL UTILITIES ARE SHOWN OR THEIR LOCATIONS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND DEVELOPER TO CONTACT BLUE STAKE AND ANY OTHER INVOLVED AGENCIES TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. REMOVAL, RELOCATION AND/ OR REPLACEMENT IS THE RESPONSIBILITY OF THE CONTRACTOR.
- THERE WERE NO VISIBLE ENCROACHMENTS AT THE TIME OF THE SURVEY.

PROJECT META DATA

- ELEVATIONS SHOWN HEREON ARE REPRESENTED IN *NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)* ESTABLISHED FROM GPS DERIVED ELLIPSOID HEIGHTS, APPLYING GEOID 09 SEPARATIONS CONSTRAINING TO NGS CORS STATIONS PROVIDED IN THE "ONLINE POSITIONING USER SERVICE" (OPUS) SOLUTION FOR THIS SPECIFIC SITE.
- BEARINGS SHOWN HEREON ARE BASED UPON U.S. STATE PLANE NAD83 COORDINATE SYSTEM *COLORADO STATE PLANE COORDINATE ZONE CENTRAL*, DETERMINED BY GPS OBSERVATIONS.
- FIELD WORK FOR THIS PROJECT WAS PERFORMED ON 05/07/18.

LESSOR'S LEGAL DESCRIPTION (APN 0182514200014)

SITUATED IN THE CITY OF DENVER, COUNTY OF ADAMS, STATE OF COLORADO: PART OF THE SW 1/4 NW 1/4 OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 125 FEET EAST OF THE WEST 1/4 CORNER OF SAID SECTION 14, AND ON THE EAST-WEST CENTER LINE OF SAID SECTION;
THENCE NORTH 300 FEET;
THENCE EAST 497 FEET;
THENCE SOUTH 300 FEET;
THENCE WEST 497 FEET TO THE POINT OF BEGINNING.

EXCEPT THE SOUTH 30 FEET THEREOF CONVEYED TO THE CITY AND COUNTY OF DENVER BY DEED RECORDED SEPTEMBER 26, 1975, IN BOOK 2020 AT PAGE 107. TAX I.D. NUMBER: 0182514200014

BEING THE SAME PROPERTY CONVEYED TO CMA FINANCIAL, LLLP, GRANTEE, FROM ROVER INVESTMENTS TD. LIABILITY COMPANY, GRANTOR, BY DEED RECORDED 09/16/2004, AS DOCUMENT NO. 2004000908510, OF THE ADAMS COUNTY RECORDS.

SCHEDULE B EXCEPTIONS

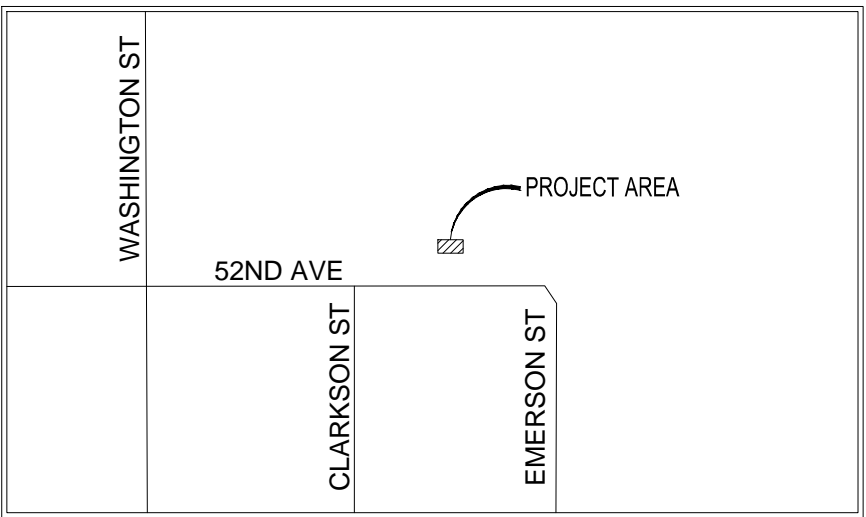
ITEMS 1 THRU 8 OF THE CLIENT PROVIDED TITLE REPORT DO NOT CONTAIN GRAPHICALLY PLOTTABLE EASEMENTS, SETBACKS, RESTRICTIONS OR OTHER ENCUMBRANCES. THE SURVEYOR CANNOT GUARANTEE THAT NON-PLOTTABLE ENCUMBRANCES DO NOT EXIST THAT MAY AFFECT THE SUBJECT LEASED PREMISES.

FLOOD ZONE DESIGNATION

THE PROPOSED LEASE PREMISES SHOWN HEREON APPEAR TO BE WITHIN FLOOD ZONE "X" AND FLOOD ZONE "X500" AS DELINEATED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FIRM MAP NO. 0800460086H DATED 11/20/13.

FLOOD ZONE "X" IS DEFINED AS: AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN; DETERMINED TO BE OUTSIDE THE 1% AND 0.2% ANNUAL CHANCE FLOODPLAINS.

FLOOD ZONE "X500" IS DEFINED AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD. AN AREA INUNDATED BY 0.2% ANNUAL CHANCE FLOODING.



VICINITY MAP
N.T.S.

LEGEND

- ALUMINUM CAP IN HANDHOLE (ACHH)
- REBAR
- ELECTRICAL TRANSFORMER
- POWER POLE
- DECIDUOUS TREE
- BUSH
- SANITARY SEWER MANHOLE
- STORM MANHOLE
- LESSORS PARCEL LINE
- PROPERTY LINE (OTHER)
- RIGHT-OF-WAY LINE
- RANGE LINE
- CHAIN LINK FENCE
- SANITARY SEWER LINE
- STORM SEWER LINE
- T. TOWNSHIP
- R. RANGE
- SEC. SECTION



CERTIFICATION

I, RYAN L. FIDLER, PLS A COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSE NO. 38207, HEREBY CERTIFY TO SBA TOWERS IX, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND "OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY" THE FOLLOWING:

LATITUDE AND LONGITUDE VALUES FOR THE CENTER OF THE ABOVE REFERENCED TOWER ARE ACCURATE TO WITHIN +/- 15 FEET HORIZONTALLY; AND THAT THE FOLLOWING TOWER SITE ELEVATION IS ACCURATE TO WITHIN +/- 3 FEET VERTICALLY.

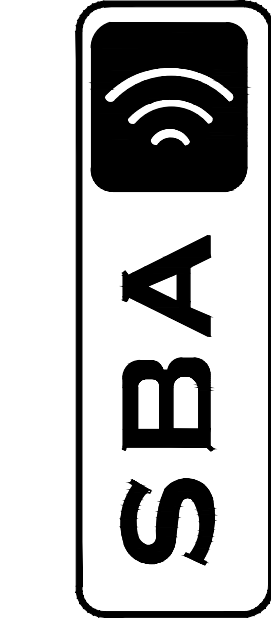
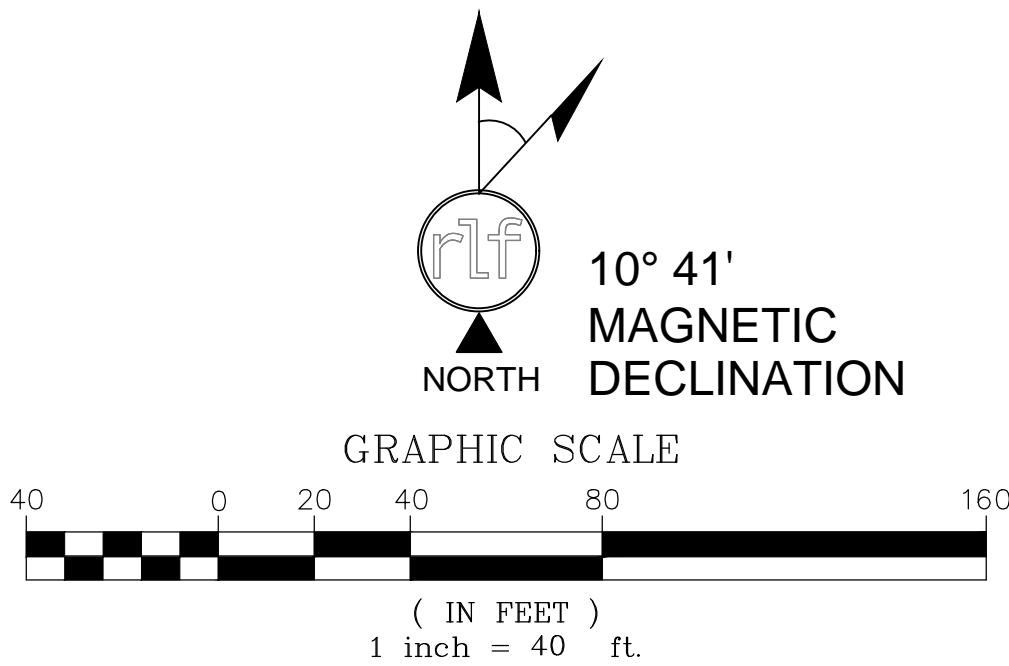
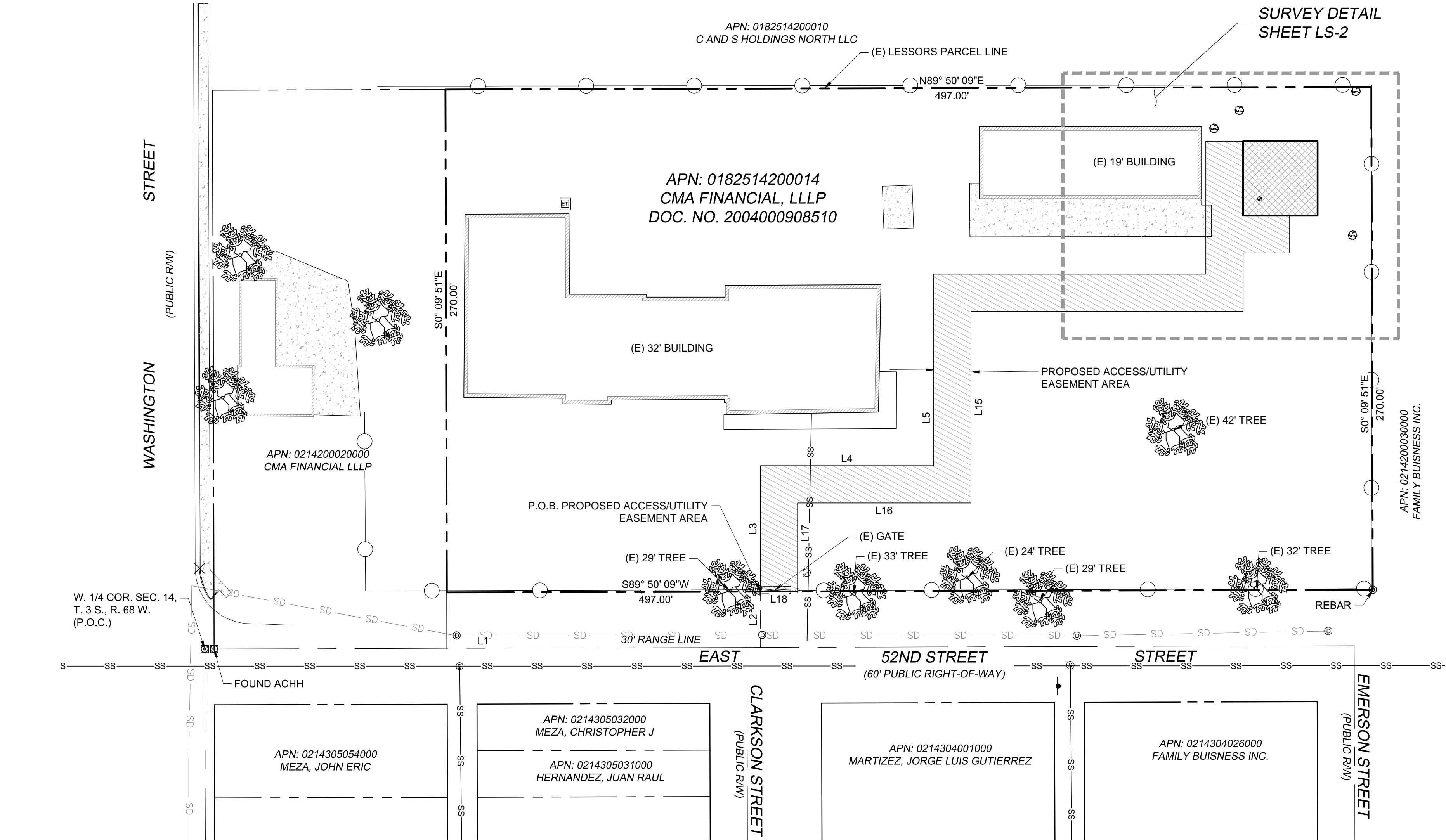
HORIZONTAL DATUM: NAD 83
LATITUDE: 39° 47' 30.246" NORTH
LONGITUDE: 104°58'34.076" WEST
VERTICAL DATUM: NAVD 88

THE SURVEYOR HAS RECEIVED AND REVIEWED THAT CERTAIN TITLE COMMITMENT NO. "01-18023623-01T" ISSUED BY "OLD REPUBLIC NATIONAL INSURANCE COMPANY" WITH AND EFFECTIVE DATE OF "05/02/18" WHICH PERFORMED A TITLE SEARCH ON THE LANDS DESCRIBED UNDER ITS SCHEDULE A LEGAL DESCRIPTION(S).

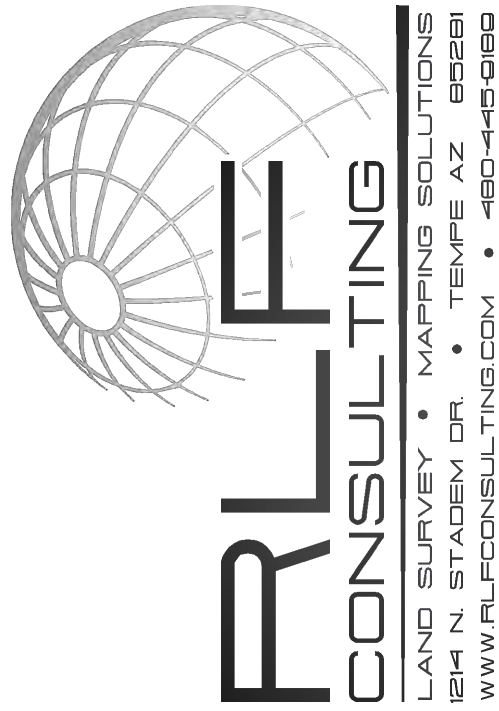
THE SURVEYOR KNOWS OF HIS OWN KNOWLEDGE THAT THE LANDS DESCRIBED UNDER SAID SCHEDULE A OF THE TITLE COMMITMENT CONTAIN OR INCLUDE THE LANDS DESCRIBED IN THE AND DEPICTED ON THIS SURVEY.

THE SURVEYOR FURTHER KNOWS OF HIS OWN KNOWLEDGE THAT THE EASEMENTS OF RECORD AND IDENTIFIED UNDER SCHEDULE B-2 OF SAID TITLE COMMITMENT ENCUMBER THE LANDS DESCRIBED IN SAID SCHEDULE A, BUT SAID EASEMENTS WILL NOT ENCROACH ON THE LOCATION OF THE PROPOSED LEASE AREAS, EXCLUSIVE EASEMENT AREAS, AND OTHER ACCESS OR UTILITY EASEMENTS UNLESS SHOWN OTHERWISE ON THE SURVEY SEALED AND DATED "INSERT SURVEY SEAL DATE".

A LEICA GS15 VIVA MULTI-CONSTELLATION GPS RECEIVER WAS USED TO PERFORM ALL OR PART OF THIS SURVEY. REAL TIME KINEMATIC (RTK) AND STATIC OR NETWORK GPS WAS USED FOR CENTIMETER LEVEL CORRECTIONS. THIS SURVEY WAS PERFORMED IN ACCORDANCE WITH CURRENT FEDERAL GEODETIC CONTROL STANDARDS.



SBA TOWERS IX, LLC
801 CONGRESS AVENUE
BOCA RATON, FL 33487
PHONE: 1-800-487-7483



REVISIONS		DATE	
NO.	DESCRIPTION		
0.	PRELIMINARY	05/15/18	
1.	FINAL	06/07/18	
2.	COMMENTS	07/23/18	
3.	REVISION-SITE MOVED	08/09/18	

SITE#:
CO22340-S

SITE NAME
INTERSTATE 25
HUMBOLT RELO

801 E 52ND AVE
DENVER, CO 80216

DRAWN BY:	GAC
CHECKED BY:	RLF
DATE:	05/15/18
PROJECT #:	14003045

SHEET TITLE
BOUNDARY DETAIL

SHEET NUMBER

LS-1

PROPOSED ACCESS/UTILITY EASEMENT AREA LEGAL DESCRIPTION
A PORTION OF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 14 OF SAID SECTION 14; THENCE NORTH 89°50'09" EAST ALONG THE SOUTH LINE OF SAID QUARTER, 298.30 FEET; THENCE DEPARTING SAID SOUTH LINE NORTH 00°09'51" WEST, 30.00 FEET TO THE NORTH RIGHT OF WAY LINE OF 52ND STREET ALSO BEING THE POINT OF BEGINNING.

THENCE NORTH 00°00'00" EAST, 67.52 FEET; THENCE NORTH 90°00'00" EAST, 93.05 FEET; THENCE NORTH 00°00'00" EAST, 102.95 FEET; THENCE SOUTH 90°00'00" EAST, 146.04 FEET; THENCE NORTH 00°00'00" EAST, 71.30 FEET; THENCE NORTH 90°00'00" EAST, 20.00 FEET; THENCE SOUTH 00°00'00" EAST, 40.00 FEET; THENCE NORTH 90°00'00" EAST, 25.00 FEET; THENCE SOUTH 00°00'00" EAST, 20.00 FEET; THENCE NORTH 90°00'00" WEST, 25.00 FEET; THENCE SOUTH 00°00'00" EAST, 31.30 FEET; THENCE NORTH 90°00'00" WEST, 146.04 FEET; THENCE SOUTH 00°00'00" EAST, 102.95 FEET; THENCE NORTH 90°00'00" WEST, 93.05 FEET; THENCE SOUTH 00°00'00" EAST, 47.46 FEET; THENCE SOUTH 89°50'09" WEST, 20.00 FEET TO THE POINT OF BEGINNING.

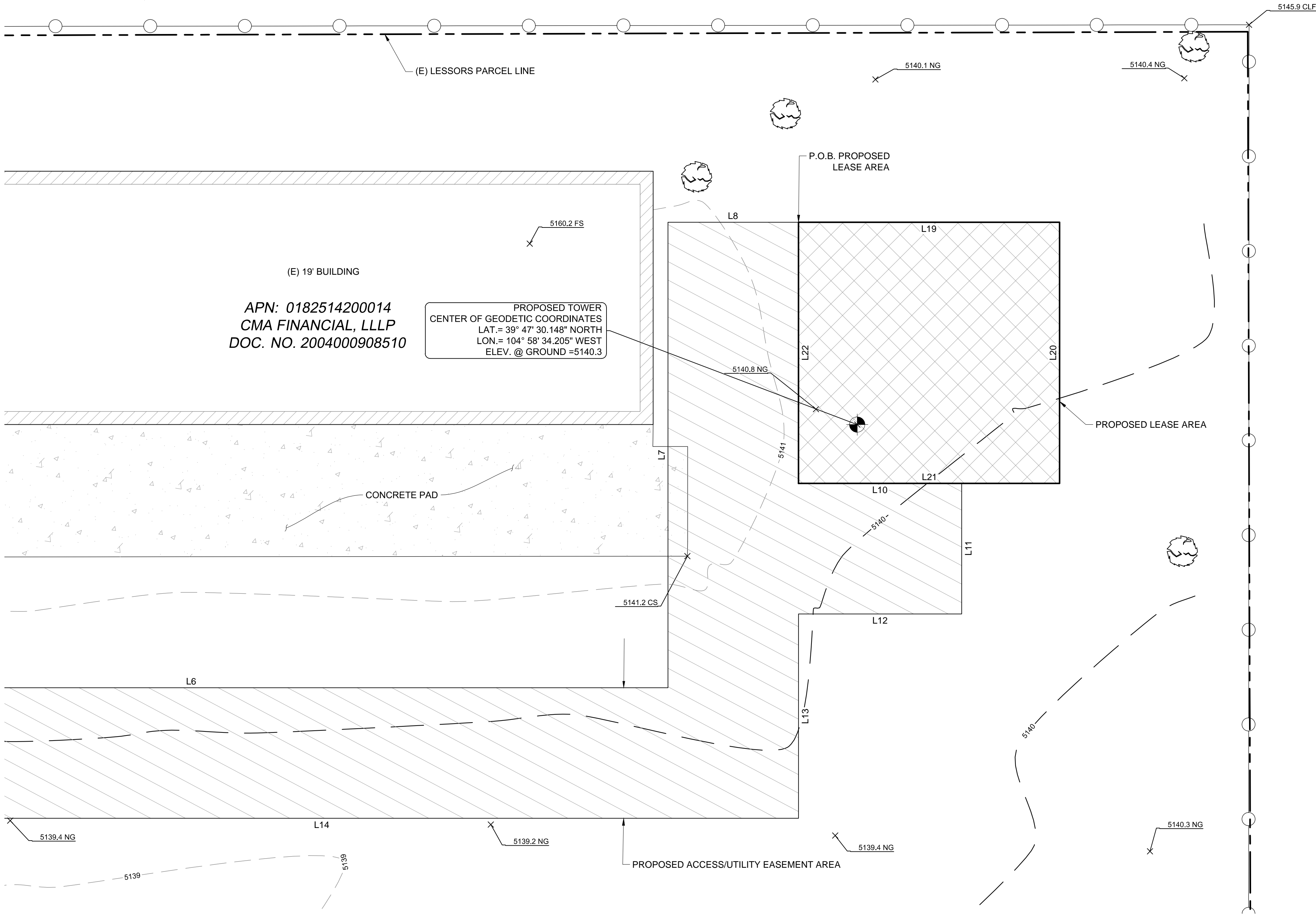
CONTAINING 10116.79 SQUARE FEET OR 0.232 ACRES MORE OR LESS.

PROPOSED LEASE AREA LEGAL DESCRIPTION
A PORTION OF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M., DESCRIBED AS FOLLOWS:

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THENCE NORTH 90°00'00" EAST, 40.00 FEET; THENCE SOUTH 00°00'00" EAST, 40.00 FEET; THENCE NORTH 90°00'00" WEST, 40.00 FEET; THENCE NORTH 00°00'00" EAST, 40.00 FEET TO THE POINT OF BEGINNING.

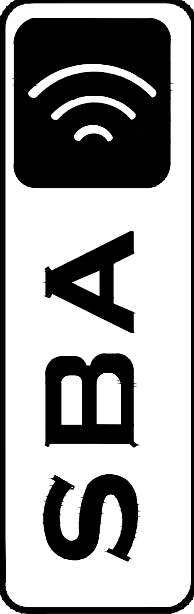
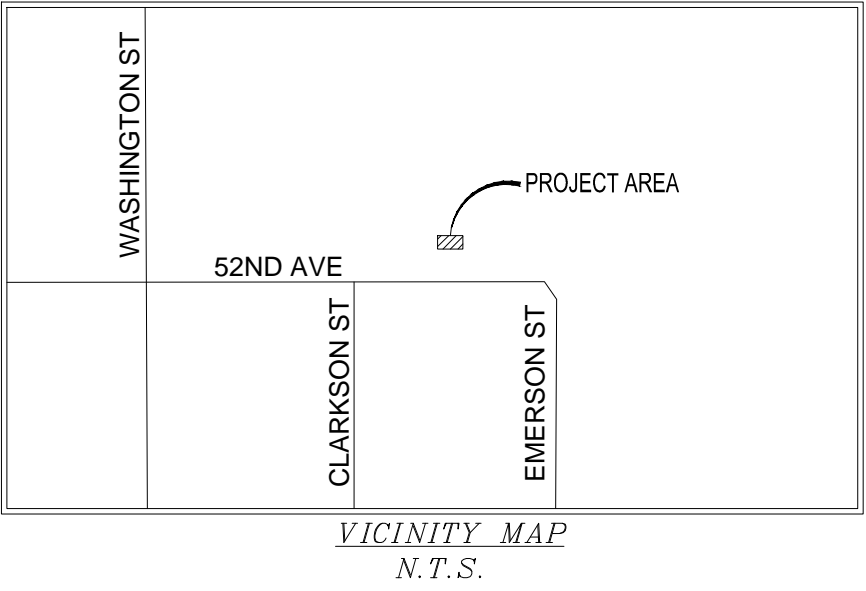
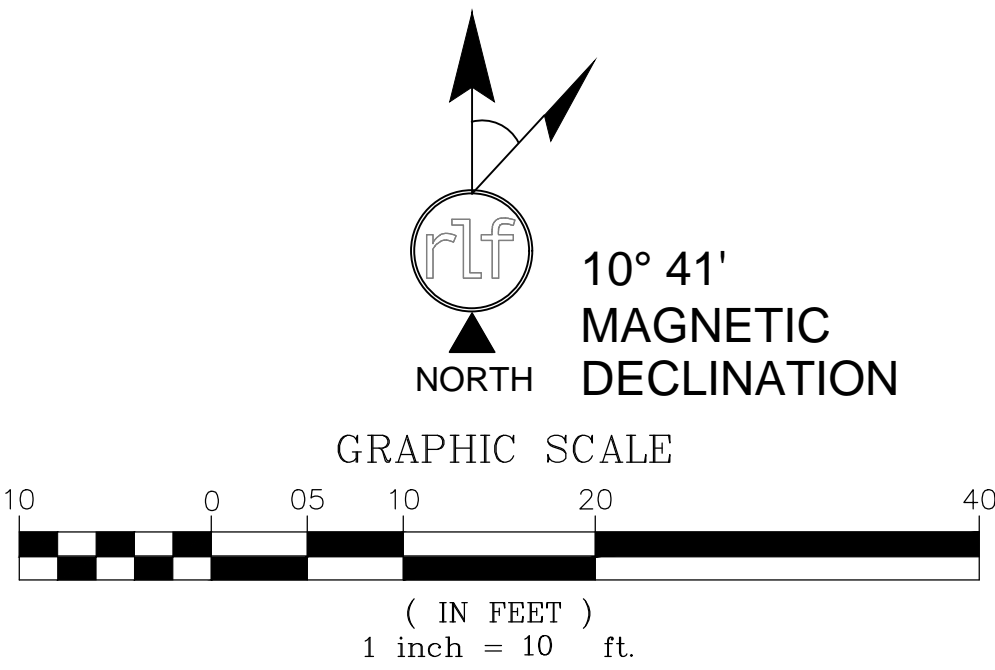
CONTAINING 1600.00 SQUARE FEET OR 0.037 ACRES MORE OR LESS.



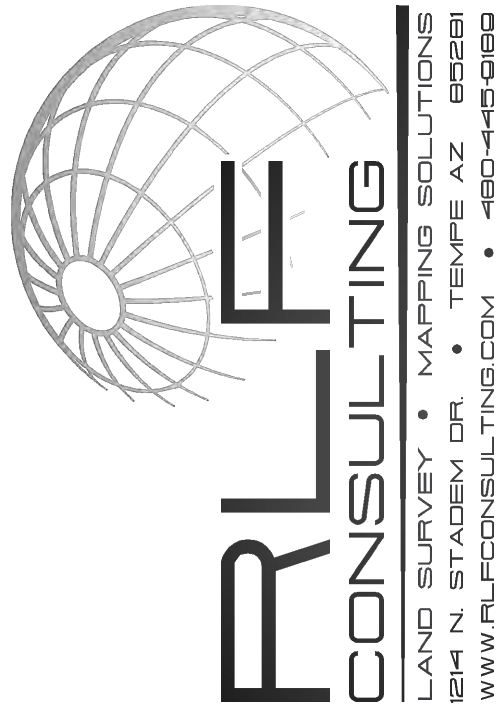
LINE TABLE		
LINE	LENGTH	BEARING
L1	298.30	N89° 50' 09"E
L2	30.00	N0° 09' 51"W
L3	67.52	N0° 00' 00"E
L4	93.05	N90° 00' 00"E
L5	102.95	N0° 00' 00"E
L6	146.04	N90° 00' 00"E
L7	71.30	N0° 00' 00"E
L8	20.00	N90° 00' 00"E
L9	40.00	S0° 00' 00"E
L10	25.00	N90° 00' 00"E
L11	20.00	S0° 00' 00"E
L12	25.00	N90° 00' 00"W
L13	31.30	S0° 00' 00"E
L14	146.04	N90° 00' 00"W
L15	102.95	S0° 00' 00"E
L16	93.05	N90° 00' 00"W
L17	47.46	S0° 00' 00"E
L18	20.00	S89° 50' 09"W
L19	40.00	N90° 00' 00"E
L20	40.00	S0° 00' 00"E
L21	40.00	N90° 00' 00"W
L22	40.00	N0° 00' 00"E

LEGEND

- ALUMINUM CAP IN HANDHOLE (ACHH)
- REBAR
- ELECTRICAL TRANSFORMER
- POWER POLE
- DECIDUOUS TREE
- BUSH
- SANITARY SEWER MANHOLE
- STORM MANHOLE
- LESSORS PARCEL LINE
- PROPERTY LINE (OTHER)
- RIGHT-OF-WAY LINE
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- T. TOWNSHIP
- R. RANGE
- SEC. SECTION



SBA TOWERS IX, LLC
801 CONGRESS AVENUE
BOCA RATON, FL 33487
PHONE: 1-800-487-7483



REVISIONS		DATE	DESCRIPTION
NO.	0.	05/15/18	PRELIMINARY
1	1	06/07/18	FINAL
2	2	07/23/18	COMMENTS
3	3	08/09/18	REVISION-SITE MOVED

SITE#:
CO22340-S

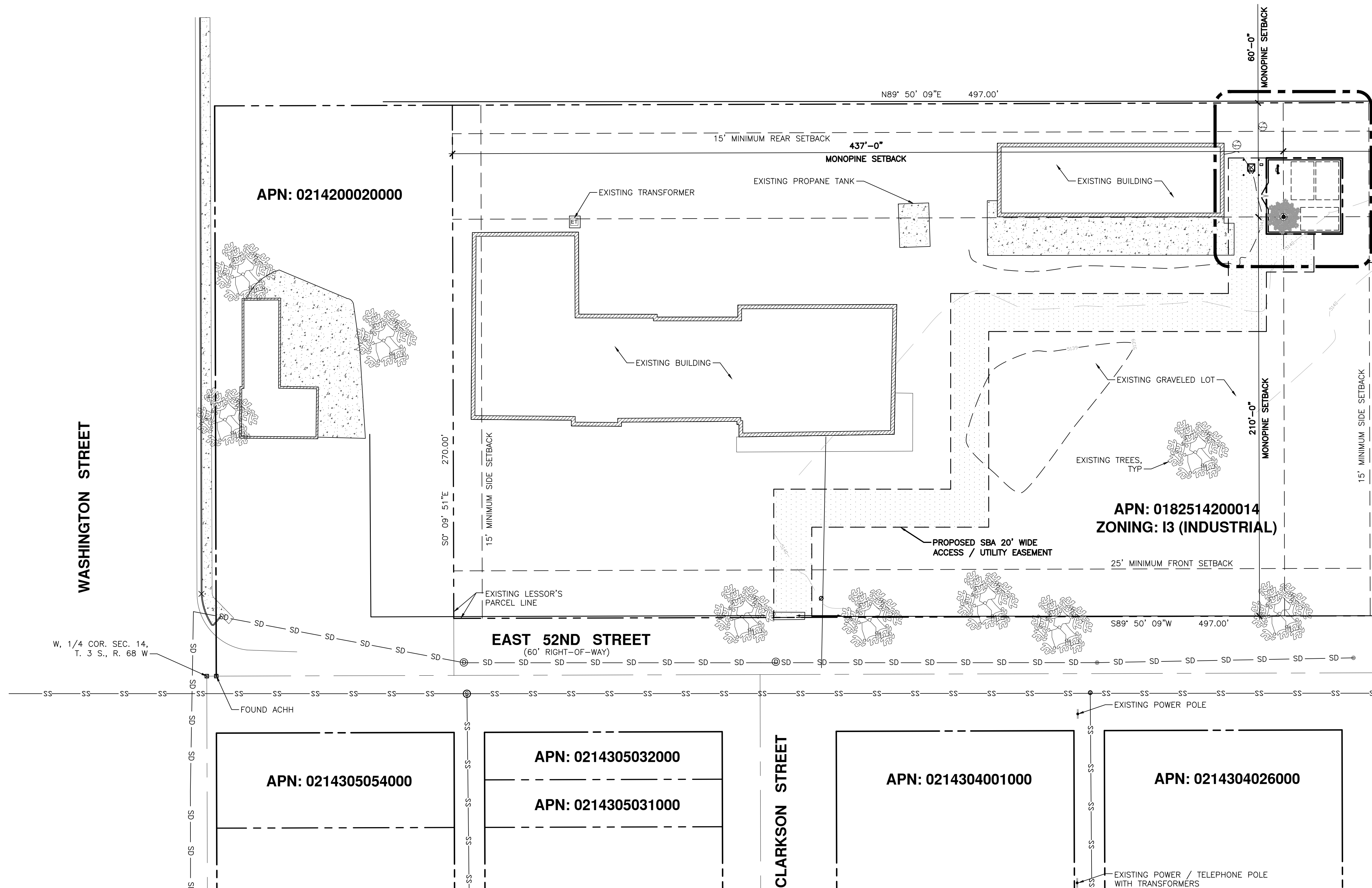
SITE NAME
INTERSTATE 25
HUMBOLT RELO

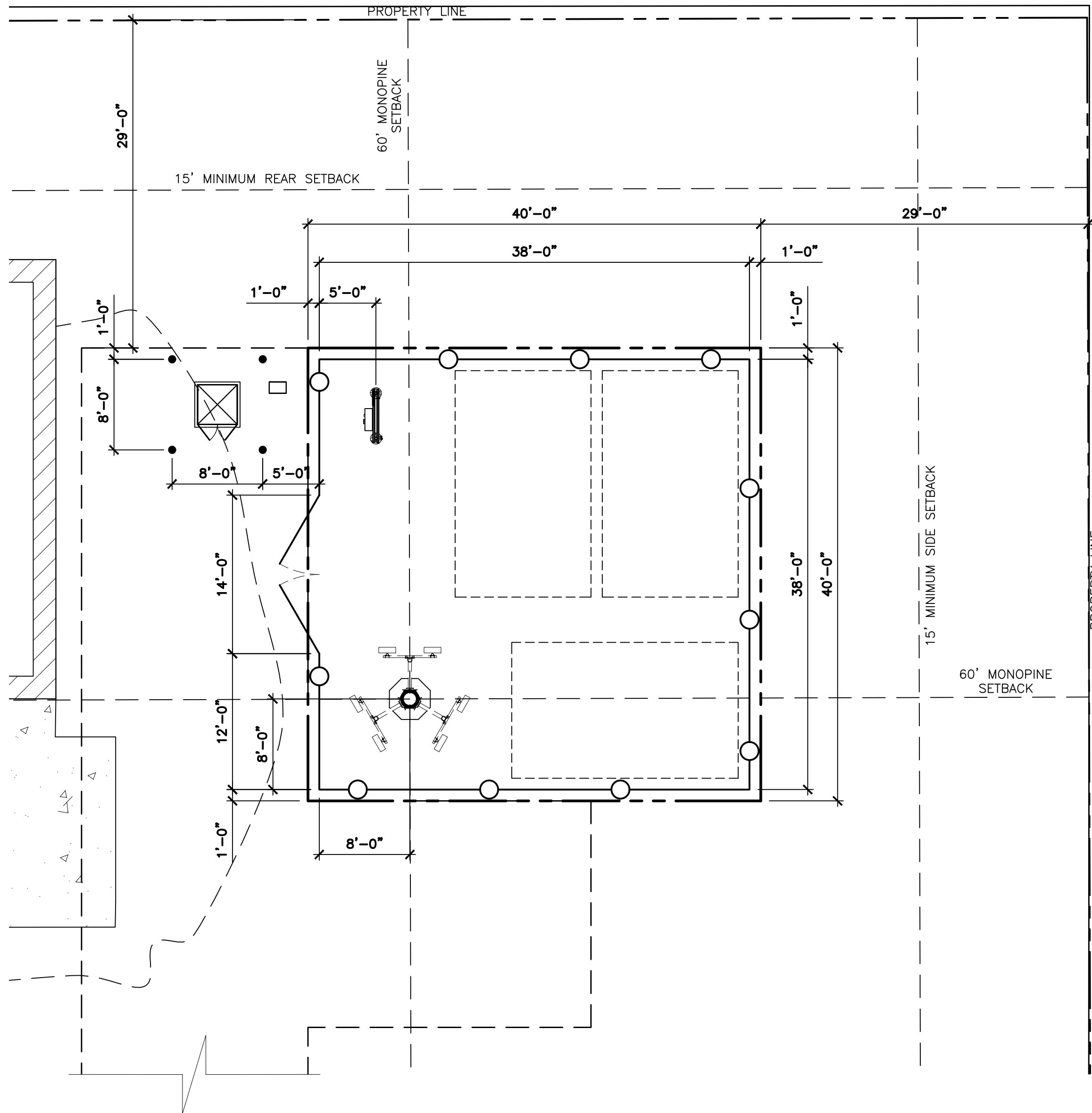
801 E 52ND AVE
DENVER, CO 80216

DRAWN BY:	GAC
CHECKED BY:	RLF
DATE:	05/15/18
PROJECT #:	14003045

SHEET TITLE
TOPOGRAPHIC SURVEY

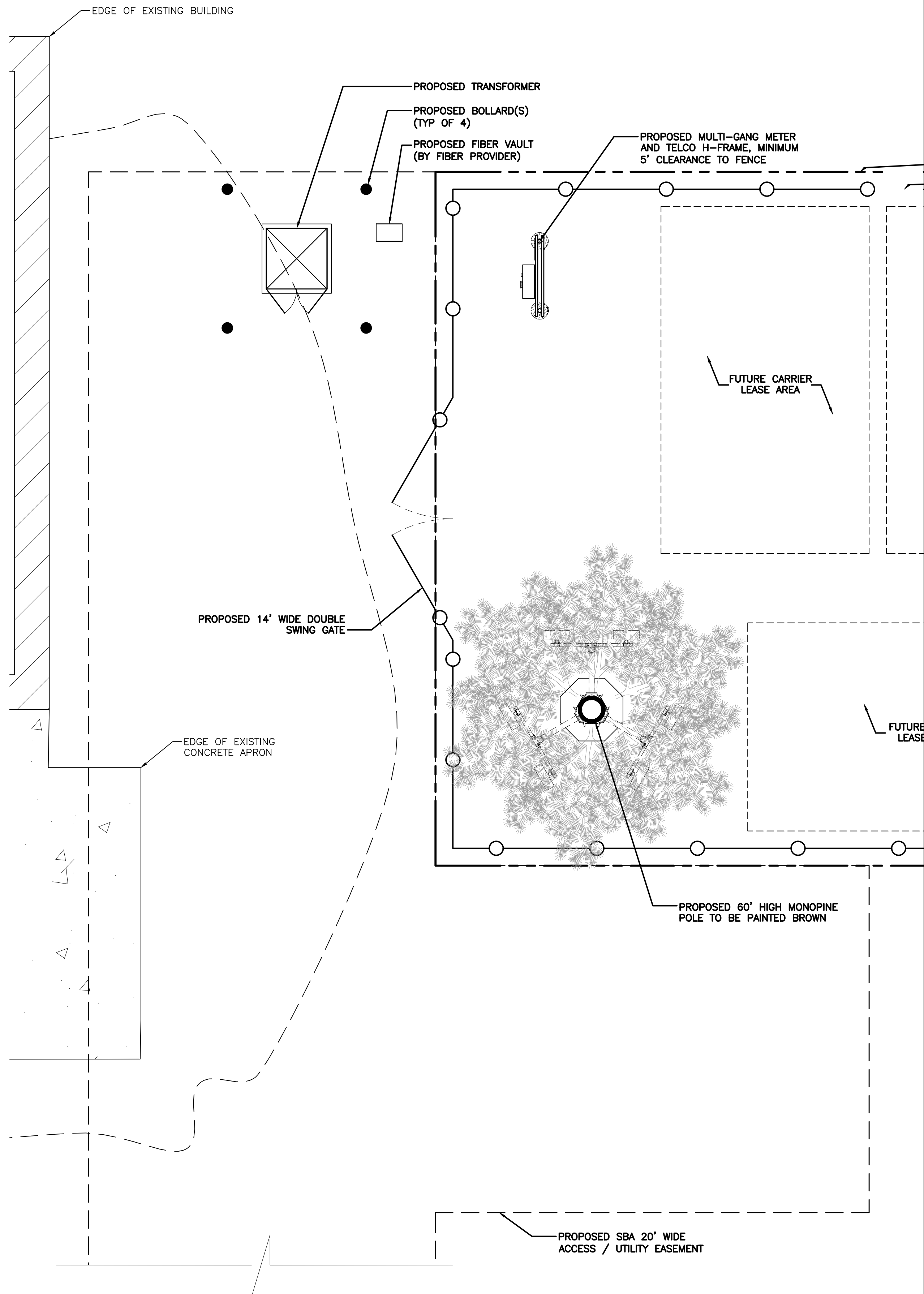
SHEET NUMBER
LS-2



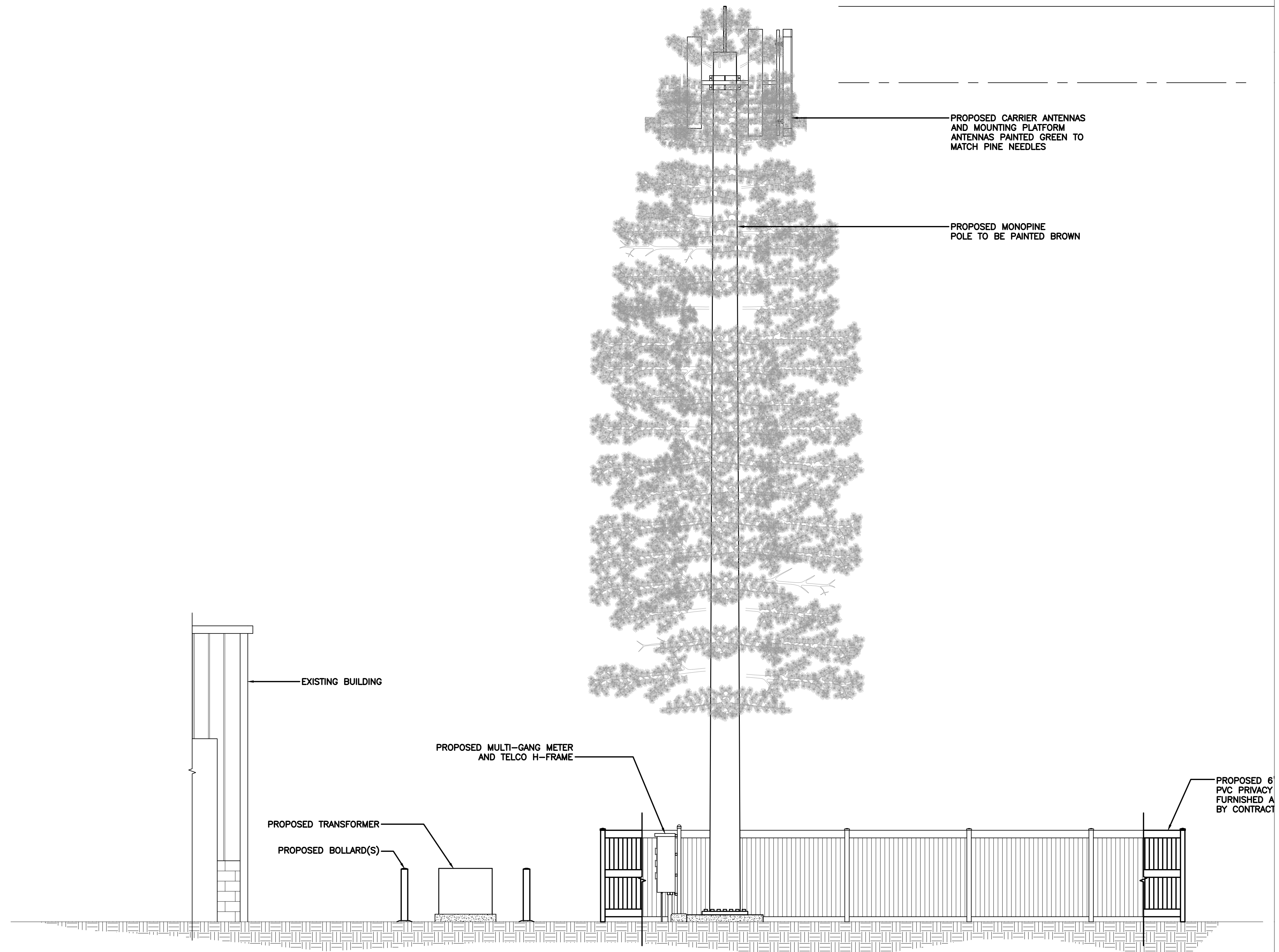


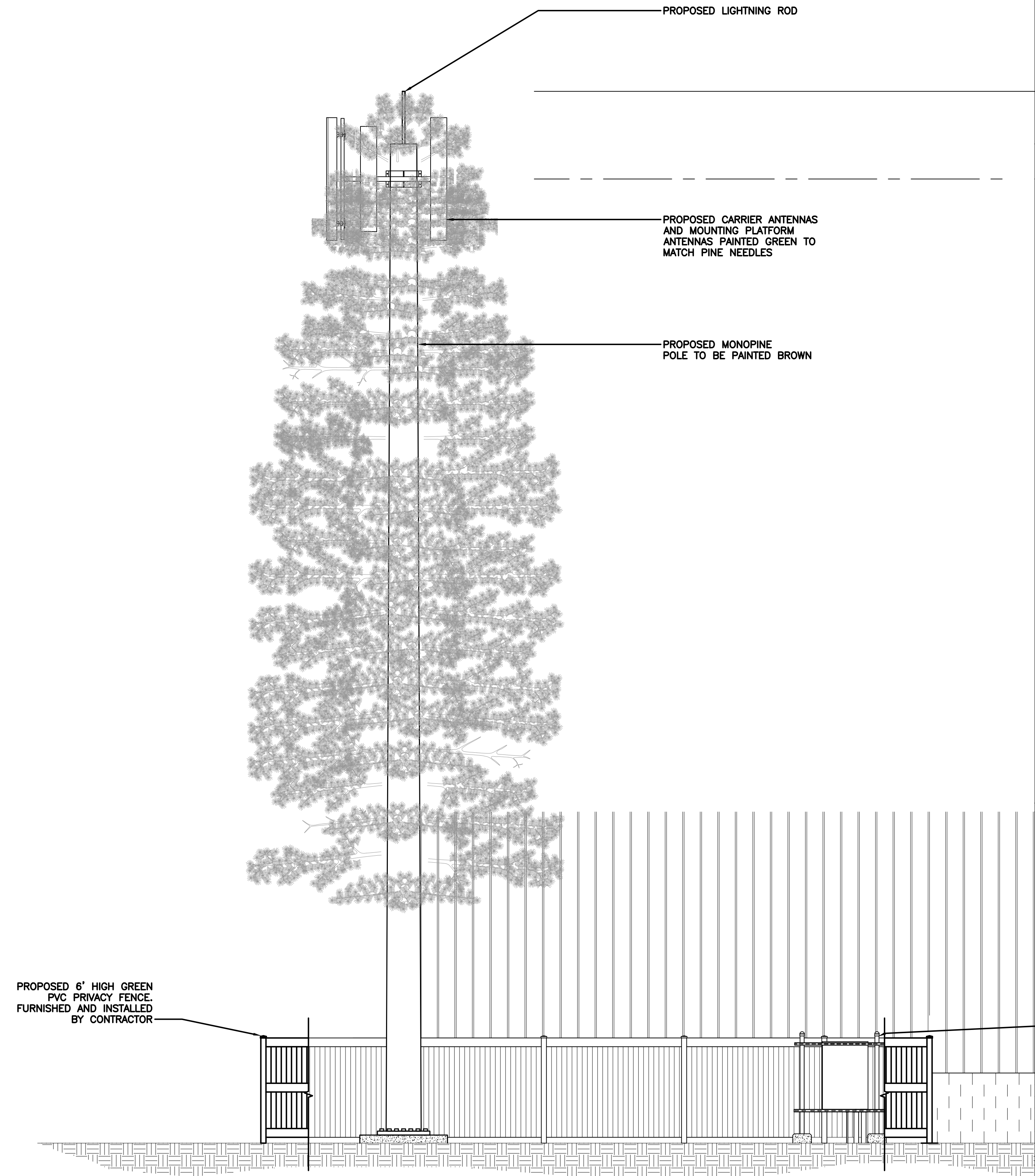
2 DIMENSION PLAN

1/8"=1'-0"



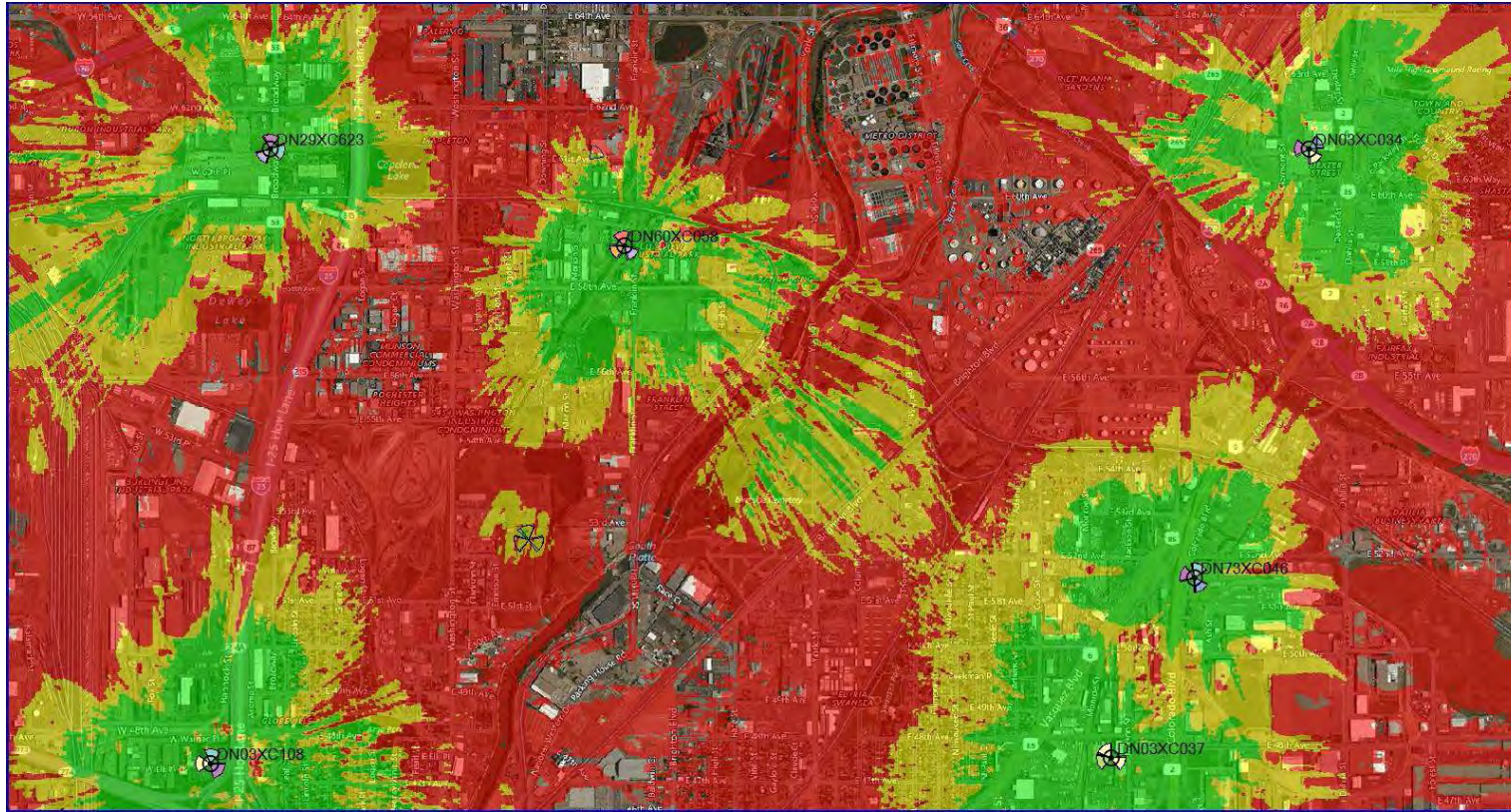
1 EN





Attachment A

Coverage with DN73XC043 Removed

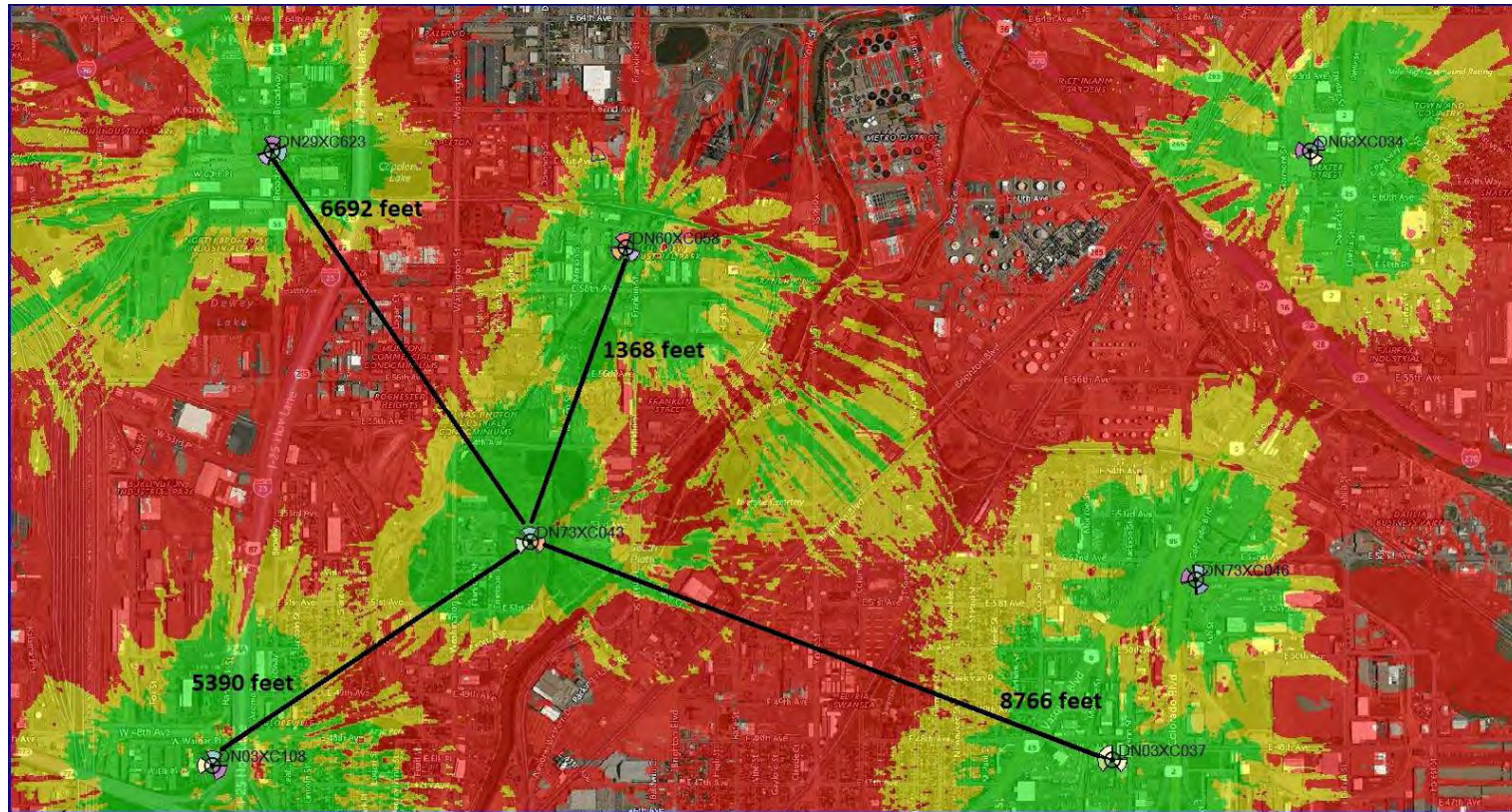


#MoveForward

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Template Version: 16:9MF1.1
Version Date: 10/23/15

Distances to DN73XC043



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Template Version: 16:9MF1.1
Version Date: 10/23/15

Initial Referral Comments from Internal Adams County Departments

Commenting Division: Development Services, Planning

Name of Reviewer: Libby Tart-Schoenfelder

Email: Ltart-schoenfelder@adcogov.org / 720-523-6858

PLN1. COMMENTS:

- a. Setbacks. Please provide setback dimensions on the sheet set. The visual will demonstrate how the CMRS is located at least 64-feet away from adjacent parcels.
- b. Color Elevation. Please label and demonstrate how the tower and antennae are painted or treated to match the existing buildings on site.
- c. Coverage Map. Please provide information on the lack of coverage in the area, and demonstrate how the applicant meets the standards of Section 4-09-02-07 (3) of the Adams County Development Standards and Regulations.
- d. Demonstration of Co-Location Attempts. Please demonstrate how the applicant determined the location and the ability for co-location on the proposed tower.
- e. Landscaping. Per Chapter 4 of the Design Requirements and Performance Standards, "all freestanding CMRS telecommunications facilities shall meet the landscaping requirements set forth in these standards and regulations including screening of such facilities with vegetation".
- f. Fencing Equipment. CMRS cases at Adams County have recently received a standard type of security fencing treatment. The suggested fencing material is a six-foot tall green PVC fence (matte color preferred). Staff recommends updating your elevations to include such material.
- g. Please delete the COW request from the letter of introduction/conformance to criteria.
- h. Stealth Tower. The applicant may wish to consider a stealth tower design in the form of a water tower/other Western element due to the proximity of the site to the Western Stock Show development and to adjacent open space parks. Please see attached Master Plan for the Stock Show for reference.

Commenting Division: Development Services, Engineering:

Name of Review: Greg Labrie

Email: GLabrie@adcogov.org / 720-523-6824

ENG1: Flood Insurance Rate Map – FIRM Panel # (08001C0611H), Federal Emergency Management Agency, January 20, 2016. According to the above reference, the project site is located within a delineated 500-year flood hazard zone; Adams County does not regulate new development within the 500 year floodplain, a floodplain use permit will not be required.

ENG2: The project site is located in a NRCO district. If more than an acre of land is being disturbed an environmental assessment will be 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: The applicant must use the existing access to the site, no new access will be allowed.

Commenting Division: Development Services, Right-of-Way

Name of Review: Marissa Hillje

Email: mhillje@adcogov.org / 720-523-6837

ROW1: No comment.

Commenting Division: Environmental Programs Manager

Name of Review: Jen Rutter

Email: jrutter@adcogov.org / 720-523-6841

ENV1: No comments.

Commenting Division: Development Services Building and Safety

Name of Review: Justin Blair

Email: jblair@adcogov.org / 720-523-6843

BSD1- Building permits would be required. Engineered plans will be required to obtain permits.

BSD2- Applicant should refer to commercial and industrial submittal requirements.

BSD3- Current adopted codes are the 2012 International Building Codes, 2006 International Energy Code, and the 2014 National Electrical Code

BSD4- Applicant should contact Fire Department for their requirements.

Commenting Division: Parks

Name of Review: Aaron Clark

Email: aclark@adcogov.org

PKS1: No Comment.

Commenting Division: Neighborhood Services

Name of Review: Eric Guenther

Email: eguenther@adcogov.org

NBH1: No comment.

Second Referral Comments from Internal Adams County Departments

Commenting Division: Development Services, Planning

Name of Reviewer: Libby Tart-Schoenfelder

Email: Ltart-schoenfelder@adcogov.org / 720-523-6858

PLN1. COMMENTS:

- a. Stealth Tower. Please submit a revised letter of introduction/response to code criteria that indicates the applicant is now providing a monopine CMRS on the site. This material must be submitted on or before Wednesday, October 24, 2018, to ensure the material goes into the Planning Commission packet.
- b. Stealth Tower 2. Staff suggests providing a photosimulation of the monopine on a slide for the PC hearing powerpoint.
- c. All other comments were addressed in the revised packet of materials provided on October 17, 2018.

Commenting Division: Development Services, Engineering:

Name of Review: Greg Labrie

Email: GLabrie@adcogov.org / 720-523-6824

ENG1: Engineering has not provided further comment as of October 19, 2018.

Commenting Division: Development Services, Right-of-Way

Name of Review: Marissa Hillje

Email: mhillje@adcogov.org / 720-523-6837

ROW1: No further comment.

Commenting Division: Development Services Building and Safety

Name of Review: Justin Blair

Email: jblair@adcogov.org / 720-523-6843

BSD1- No further comment.

Commenting Division: Parks

Name of Review: Aaron Clark

Email: aclark@adcogov.org

PKS1: No further comment.

From: [Steven Loeffler - CDOT](#)
To: [Libby Tart-Schoenfelder](#)
Subject: Re: RCU2018-00033 Request for Comments on Humboldt CMRS Application
Date: Friday, August 24, 2018 10:50:23 AM

Libby,

I have reviewed the referral named above requesting a CUP to allow a 60-foot tall cellular monopole on property located at 801 East 52nd Ave. in Adams County and have no objections. The location of this installation should have no impact to any State Highway in the area.

Thank you for the opportunity to review this referral.

Steve Loeffler
Permits Unit



P 303.757.9891 | F 303.757.9886
2829 W. Howard Pl. 2nd Floor, Denver, CO 80204
steven.loeffler@state.co.us | www.codot.gov | www.cotrip.org

On Fri, Aug 24, 2018 at 8:59 AM Libby Tart-Schoenfelder <LTart-Schoenfelder@adcogov.org> wrote:

Hello all - Attached is a referral agency packet for a CMRS case that just started at Adams County. Please provide any comments on or before September 6, 2018, via email to me.

Many thanks!

Sincerely,
Libby

Libby Tart-Schoenfelder, AICP
Planner III, Community & Economic Development
4430 S. Adams County Pkwy, 1st Floor, STE W2000A
Brighton, CO 80601-8213
Main: 720.523.6858 | Ltart-schoenfelder@adcogov.org | adcogov.org



September 11, 2018

Libby Tart-Schoenfelder
Adams County Community and Economic Development
4430 South Adams County Parkway, Suite W2000A
Brighton, CO 80601

RE: Humbolt CMRS Conditional Use, RCU2018-00033
TCHD Case No. XXXX

Dear Ms. Tart-Schoenfelder,

Thank you for the opportunity to review and comment on the Conditional Use permit to allow for a 60-foot tall, cellular monopole with outdoor equipment located at 801 East 52nd 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 "Annemarie Heinrich".

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

September 5, 2018

Adams County Community and Economic Development Department
4430 South Adams County Parkway, 3rd Floor, Suite W3000
Brighton, CO 80601

Attn: Libby Tart-Schoenfelder

Re: Humboldt CMRS Application, Case # RCU2018-00033

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the CUP plans for **Humboldt CMRS Application** and has **no apparent conflict**.

Please be aware PSCo owns and operates existing natural gas and electric facilities within the subject property. As a safety precaution, PSCo would like to remind the developer to call the **Utility Notification Center** at 1-800-922-1987 to have all utilities located prior to any construction.

The property owner/developer/contractor must complete the **application process** for any new electric service or modification to any existing facilities via FastApp-Fax-Email-USPS (go to:

https://www.xcelenergy.com/start_stop_transfer/new_construction_service_activation_for_builders). It is then the responsibility of the developer to contact the Designer assigned to the project for approval of design details. Additional easements may need to be acquired by separate document for new facilities.

Please contact me at donna.l.george@xcelenergy.com or 303-571-3306 if there are any questions with this referral response.

Donna George
Right of Way and Permits
Public Service Company of Colorado

From: [Howard, Eugene D. D. - CPD Assoc City Planner](#)
To: [Libby Tart-Schoenfelder](#)
Subject: RE: cell tower application at 801 East 52nd Avenue
Date: Thursday, October 18, 2018 12:01:50 PM
Attachments: [image002.png](#)

Libby,

Here is the response from our development services staff:

I don't see any issues with this request. It's going in an industrial zone district in an industrial area. On the Denver side of the boundary, it's zoned I-A and I-B again reinforcing the industrial character of the area.
This type of location is where our own regulations would prefer to have these facilities.

Thank you,
 Eugene



Eugene D. Howard, AICP | Associate City Planner
 Community Planning and Development | City and County of Denver
 p: (720) 865.3261 | eugene.howard@denvergov.org
DenverGov.org/CPD | [Twitter](#) | [Instagram](#) | [Take our Survey](#)

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From: Libby Tart-Schoenfelder [mailto:LTart-Schoenfelder@adcogov.org]
Sent: Monday, October 15, 2018 2:30 PM
To: Howard, Eugene D D. - CPD Assoc City Planner <Eugene.Howard@denvergov.org>
Subject: [EXTERNAL] cell tower application at 801 East 52nd Avenue
Importance: High

Use caution with attachments or links.

Hello Eugene – I was directed to contact you about a cellular tower application I am working on in Adams County adjacent to the Denver border. We requested comment from Denver in our initial development review process and didn't receive anything but we really wanted additional feedback on the type of CMRS due to the Western Stock Show redevelopment to the southeast. Our direction is for the applicant to consider either a) a stealth CMRS design that may be more suitable for future Denver redevelopment efforts or b) the applicant provide landscaping around the CMRS to provide improvements to the existing property. The conditional use permit for the tower would likely be for a 10-year time frame.

I'm attaching their proposal to this email and would love to get your thoughts on how Denver regulates cellular towers in the area and if a stealth cellular tower would be preferable in lieu of their current pole proposal. If you have a moment and would prefer to give me a call, please see my

contact information below. I am trying to schedule this for a public hearing on November 8th so a sooner than later response would be wonderful!

Sincerely,
Libby

Libby Tart-Schoenfelder, AICP

Planner III, Community & Economic Development

4430 S. Adams County Pkwy, 1st Floor, STE W2000A

Brighton, CO 80601-8213

Main: 720.523.6858 | Ltart-schoenfelder@adcogov.org | adcogov.org

Community & Economic
Development Department
www.adcogov.org



4430 South Adams County Parkway
1st Floor, Suite W2000B
Brighton, CO 80601-8218
PHONE 720.523.6800
FAX 720.523.6967

Request for Comments

Case Name: Humbolt CMRS Conditional Use
Case Number: RCU2018-00033

August 23, 2018

Adams County Planning Commission is requesting comments on the following request:

- 1) **Request for a Conditional Use to allow for a 60-foot tall, cellular monopole with outdoor equipment enclosed in a 40'x40' lease area. The proposal is located in an I-3 zone on 0.037 acres.**

The Assessor's Parcel Number is #0182514200014

Applicant Information: Liz Walker, c/o SBA Towers IX LLC
8051 Congress Avenue
Boca Raton, FL 33487

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) 523-6858 by **September 12, 2018** in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to Ltart-schoenfelder@adcogov.org.

Once comments have been received and the staff report written, the staff report and notice of public hearing dates will be forwarded to you for your information. The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at www.adcogov.org/planning/currentcases.

Thank you for your review of this case.

Libby Tart-Schoenfelder, AICP
Case Manager

BOARD OF COUNTY COMMISSIONERS

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DISTRICT 1

Charles "Chaz" Tedesco
DISTRICT 2

Erik Hansen
DISTRICT 3

Steve O'Dorisio
DISTRICT 4

Mary Hodge
DISTRICT 5

Community & Economic
Development Department
www.adcogov.org



4430 South Adams County Parkway
1st Floor, Suite W2000B
Brighton, CO 80601-8218
PHONE 720.523.6800
FAX 720.523.6967

Public Hearing Notification

Case Name: Humbolt CMRS Conditional Use
Case Number: RCU2018-00033
Planning Commission Hearing Date: November 8, 2018 at 6:00 p.m.
Board of County Commissioners Date: December 11, 2018 at 9:30 a.m.

October 26, 2018

A public hearing has been set by the Adams County Planning Commission and Board of County Commissioners to consider the following request:

A request for a Conditional Use to allow for a 60-foot tall, cellular monopine with outdoor equipment enclosed in a 40'x40' lease area. The proposal is located in an I-3 zone on 0.037 acres.

This request is located at approximately: 801 East 52nd Avenue
The Assessor's Parcel Numbers is: **0182514200014**

Applicant Information: Liz Walker
c/o SBA Towers IX LLC
8051 Congress Avenue
Boca Raton, FL 33487

The hearing will be held in the Adams County Hearing Room located at 4430 South Adams County Parkway, Brighton, CO 80601. This will be a public hearing and any interested parties may attend and be heard. The Applicant and Representative's presence at these hearings is requested. If you require any special accommodations (e.g. wheelchair accessibility, an interpreter for the hearing impaired, etc.) please contact the Adams County Community and Economic Development Department at 720-523-6800 (or if this is a long distance call, please use the County's toll-free telephone number at 1-800-824-7842) prior to the meeting date. For further information regarding this case, please contact the Department of Community and Economic Development, 4430 South 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.

Libby Tart-Schoenfelder, AICP
Case Manager

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry
DISTRICT 1

Charles "Chaz" Tedesco
DISTRICT 2

Erik Hansen
DISTRICT 3

Steve O'Dorisio
DISTRICT 4

Mary Hodge
DISTRICT 5

From: [Rayleen Swarts](#)
To: [Libby Tart-Schoenfelder](#)
Subject: FW: NEWSPAPER PUBLICATION
Date: Thursday, October 25, 2018 12:41:55 PM
Attachments: [2016D90E-C9F2-4F9D-A8CA-BDDB616C7C88\[23\].png](#)
[00187754_00000503.pdf](#)

FYI

From: Sheree Sandell [mailto:ssandell@coloradocommunitymedia.com]
Sent: Thursday, October 25, 2018 12:35 PM
To: Rayleen Swarts
Subject: Re: NEWSPAPER PUBLICATION

Rayleen

Here's the notice. Please let me know if you need changes or anything else.

Thanks sheree

Sheree Sandell • Legal Specialist • 303-566-4088

750 W. Hampden Ave., Suite 225

Englewood, Colorado, 80110

legals@coloradocommunitymedia.com

ssandell@coloradocommunitymedia.com

Colorado Community Media publishes legal notices for the following counties:

Adams, Arapahoe, Denver, Douglas, Elbert, and Jefferson Counties

Affidavits are sent via US mail (unless other arrangements have been made) every week for all legal notices and generally arrive Tuesday or Wednesday the week after your notice finishes running. If you need a replacement affidavit or have questions concerning one, please contact Pat Smith at:

smith@coloradocommunitymedia.com

Deadlines:

Hard Deadline: 5PM Wednesday a week prior to the publication date — Elbert County notices and notices placed by Douglas County that run in six Douglas County papers

"Soft" Deadline for notices running in Douglas County News Press, the Littleton Independent and the Englewood Herald (Arapahoe County) and the all Metropolitan Districts

Hard Deadline: 2PM Thursday a week prior to the publication date -- Notices running in Denver Herald-Dispatch, Douglas County News Press, the Littleton Independent and the Englewood Herald (Arapahoe County) and the all Metropolitan Districts

"Soft" Deadline for notices running in Jefferson County (The Golden and Wheat Ridge Transcript) and Adams County (Northglenn-Thornton Sentinel and Westminster Window)

Hard Deadline: End of Day Friday for Jefferson County notices (The Golden and Wheat Ridge Transcript) and Adams County notices(Northglenn-Thornton Sentinel and Westminster Window)

Above Deadlines EXCLUDE weeks surrounding a Holiday: Memorial Day, 4th of July, Labor Day, Thanksgiving, Christmas and New Years. Those deadlines are generally 24 – 48 earlier than listed.



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- Advertising Sweepstakes Winner
- Photo & Design Sweepstakes Winner

A testament to quality in journalism and advertising, we are proud to publish each of our 22 community newspapers and strive to be your number one source for local news, sports, business and local deals.



From: Rayleen Swarts <RSwarts@adcogov.org>

Date: Thursday, October 25, 2018 12:23 PM

To: MHPC Legals 1 <ssandell@coloradocommunitymedia.com>

Cc: Megan Ulibarri <MUlibarri@adcogov.org>, Amanda Buesgens <ABuesgens@adcogov.org>, Kevin Mills <KMills@adcogov.org>

Subject: NEWSPAPER PUBLICATION

Hello,

I've attached (1) Public Hearing Notification for **RCU2018-00033 – Humboldt CMRS**

May I get this published on the **Thursday, November 1, 2018** issues of the **Westminster Window and the Northglenn/Thornton Sentinel**. If there are any issues let me know.

Bill this Account Number: 25-350311 for Land Use Publications

Rayleen Swarts

Permit Technician, Community & Economic Development

ADAMS COUNTY, COLORADO

4430 S. Adams County Parkway

1st Floor, Suite W2000B

Brighton, CO 80601

o: 720-523-6800 | f: 720-523-6967

rswarts@adcogov.org

www.adcogov.org



Please consider the environment before printing this email.

**NOTICE OF PUBLIC HEARING
FOR LAND USE**

NOTICE IS HEREBY GIVEN, that an application has been filed by CMA Financial LLLP, Case #RCU2018-00033, requesting a Conditional Use to allow for a 60-foot tall, cellular monopine with outdoor equipment enclosed in a 40'x40' lease area. The proposed is located in an I-3 zone on 0.037 acres on the following property:

LEGAL DESCRIPTION:

Situated in the City of Denver, County of Adams, State of Colorado; Part of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 14, Township 3 South, Range 68 West of the 6th P.M. Described as follows:

Beginning at a point 125 feet east of the west $\frac{1}{4}$ corner of said Section 14, and on the east-west center line of said section:

Thence North 300 feet;

Thence East 497 feet;

Thence South 300 feet;

Thence West 497 feet to the point of beginning.

Except the south 30 feet thereof conveyed to the City and County of Denver by deed recorded September 26, 1975, in Book 2020 at Page 107. Tax I.D. Number 01825114200014.

Being the same property conveyed to CMA Financial, LLLP, Grantee, from Rover Investments to Liability Company, Grantor, by Deed Recorded 09/16/2004, as Document No. 2004000908510, of the Adams County records.

(The above legal description was provided by the applicant and Adams County is not responsible for any errors and omissions that may be contained herein and assumes no liability associated

with the use or misuse of this legal description.)

APPROXIMATE LOCATION:

801 East 52nd Avenue

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 8th day of November, 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 11th day of December, 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 Libby Tart-Schoenfelder at the Department of Community and Economic Development, 4430 S. Adams County Pkwy, Brighton, CO 80601, 720.523.6800. This is also the location where the maps and/or text certified by the Planning Commission may be viewed.

**BY ORDER OF THE BOARD
OF COUNTY COMMISSIONERS
KAREN LONG, CLERK OF THE BOARD**

Legal Notice No.: 69988

First Publication: November 1, 2018

Last Publication: November 1, 2018

Publisher: Northglenn-Thornton Sentinel



Referral Listing
Case Number RCU2018-00033
Humbolt CMRS Conditional Use

Agency	Contact Information
Adams County Development Services - Building	Justin Blair 4430 S Adams County Pkwy Brighton CO 80601 720-523-6825 JBlair@adcogov.org
Adams County Fire Protection District	Chris Wilder 8055 N. WASHINGTON ST. DENVER CO 80229 (303) 289-4683 cwilder@acfpd.org
CDPHE	Sean Hackett 4300 S Cherry Creek Dr Denver CO 80246 303.692.3662 sean.hackett@state.co.us 303.691.7702
CDPHE	Sean Hackett 4300 S Cherry Creek Dr Denver CO 80246 303.692.3662 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

Agency	Contact Information
Century Link, Inc	Brandyn Wiedrich 5325 Zuni St, Rm 728 Denver CO 80221 720-578-3724 720-245-0029 brandyn.wiedrich@centurylink.com
Code Compliance Supervisor	Eric Guenther eguenther@adcogov.org 720-523-6856 eguenther@adcogov.org
COLORADO DEPT OF TRANSPORTATION	Steve Loeffler 2000 S. Holly St. Region 1 Denver CO 80222 303-757-9891 steven.loeffler@state.co.us
COLORADO DIVISION OF WILDLIFE	Serena Rocksund 6060 BROADWAY DENVER CO 80216 3039471798 serena.rocksund@state.co.us
COLORADO DIVISION OF WILDLIFE	Eliza Hunholz Northeast Regional Engineer 6060 BROADWAY DENVER CO 80216-1000 303-291-7454 eliza.hunholz@state.co.us
COMCAST	JOE LOWE 8490 N UMITILLA ST FEDERAL HEIGHTS CO 80260 303-603-5039 thomas_lowe@cable.comcast.com
COUNTY ATTORNEY- Email	Christine Francescani CFrancescani@adcogov.org 6884
Engineering Department - ROW	Transportation Department PWE - ROW 303.453.8787
Engineering Division	Transportation Department PWE 6875
ENVIRONMENTAL ANALYST	Jen Rutter PLN 6841
MAPLETON SCHOOL DISTRICT #1	CHARLOTTE CIANCIO 591 E. 80TH AVE DENVER CO 80229 303-853-1015 charlotte@mapleton.us

Agency	Contact Information
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	Joe James 3172 E 78th Ave Denver CO 80229 303-288-6664 jjames@nwsbsd.com 303-594-4392
NS - Code Compliance	Kerry Gress kgress@adcogov.org 720.523.6832 kgress@adcogov.org
Parks and Open Space Department	Nathan Mosley mpedrucci@adcogov.org aclark@adcogov.org (303) 637-8000 nmosley@adcogov.org
REGIONAL TRANSPORTATION DIST.	CHRIS QUINN 1560 BROADWAY SUITE 700 DENVER CO 80202 303-299-2439 chris.quinn@rtd-denver.com
SHERIFF'S OFFICE: SO-HQ	MICHAEL McINTOSH nblair@adcogov.org, aoverton@adcogov.org; mkaiser@adcogov.org snielson@adcogov.org (303) 654-1850 aoverton@adcogov.org; mkaiser@adcogov.org; snielson@adcogov.org
Sheriff's Office: SO-SUB	SCOTT MILLER TFuller@adcogov.org, smiller@adcogov.org aoverton@adcogov.org; mkaiser@adcogov.org 720-322-1115 smiller@adcogov.org
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

ANCHOR BUSINESS PARK LLC
5360 N WASHINGTON ST
DENVER CO 80216

CURRENT RESIDENT
5350 WASHINGTON ST
DENVER CO 80216-1951

C AND S HOLDINGS NORTH LLC
1773 W WESLEY AVENUE
ENGLEWOOD CO 80110

C&S HOLDINGS NORTH LLC
1775 W WESLEY AVE
ENGLEWOOD CO 80110

CCP METROPOLITAN DISTRICT NO 3
8390 E CRESCENT PKWY STE 500
GREENWOOD VILLAGE CO 80111

CITY AND COUNTY OF DENVER
1437 BANNOCK ST
DENVE CO 80202-5321

CMA FINANCIAL LLLP
801 E 52ND AVE
DENVER CO 80216

CROSSROADS COMMERCE PARK INDUSTRIAL LLC
C/O TC DENVER DEVELOPMENT INC
1290 N BROADWAY STE 540
DENVER CO 80203-5601

DENVER CROSS LP
14093 BALBOA BLVD
SYLMAR CA 91342-1090

SIERRA PACIFIC INDUSTRIES
PO BOX 496014
REDDING CA 96049-6014

CURRENT RESIDENT
635 E 52ND AVE
DENVER CO 80216-1909

CERTIFICATE OF POSTING



I, Libby Tart-Schoenfelder, do hereby certify that I had the property posted at

801 East 52nd Avenue

on October 26, 2018

in accordance with the requirements of the Adams County Zoning Regulations

Libby Tart-Schoenfelder, AICP

Libby Tart-Schoenfelder

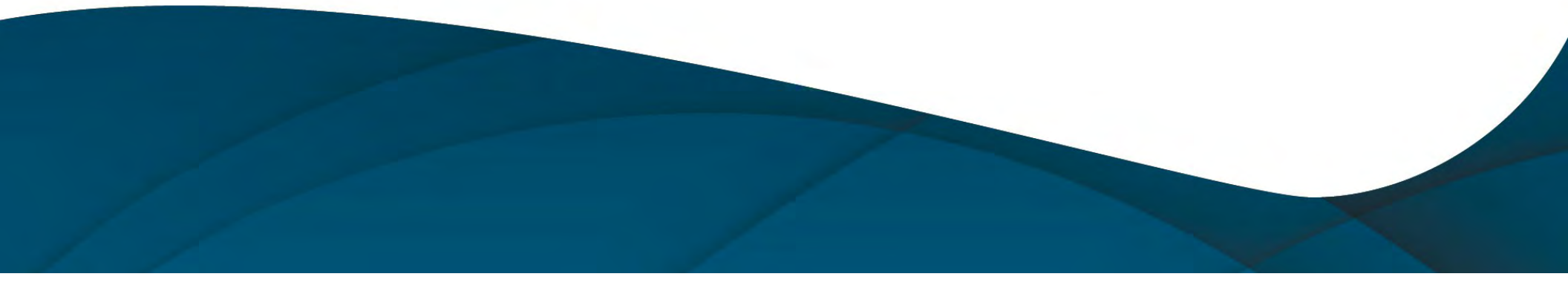
HUMBOLT CMRS

RCU2018-00033

801 East 52nd Avenue

December 11, 2018

Board of County Commissioners Public Hearing
Community and Economic Development Department
Case Manager: Libby Tart-Schoenfelder



Request

A conditional use permit to allow a 60-foot tall telecommunications tower on the parcel. The proposed tower is located in an Industrial-3 zone and will occupy 0.037 acres.

Background

- Roof Manufacturing Business (Bauen Roofing Co.)
- September 14, 2018
 - Temporary Use Permit granted for a 60-foot cell-on-wheels (COW)

Globeville Neighborhood

Washington
Street

Site

Franklin Street

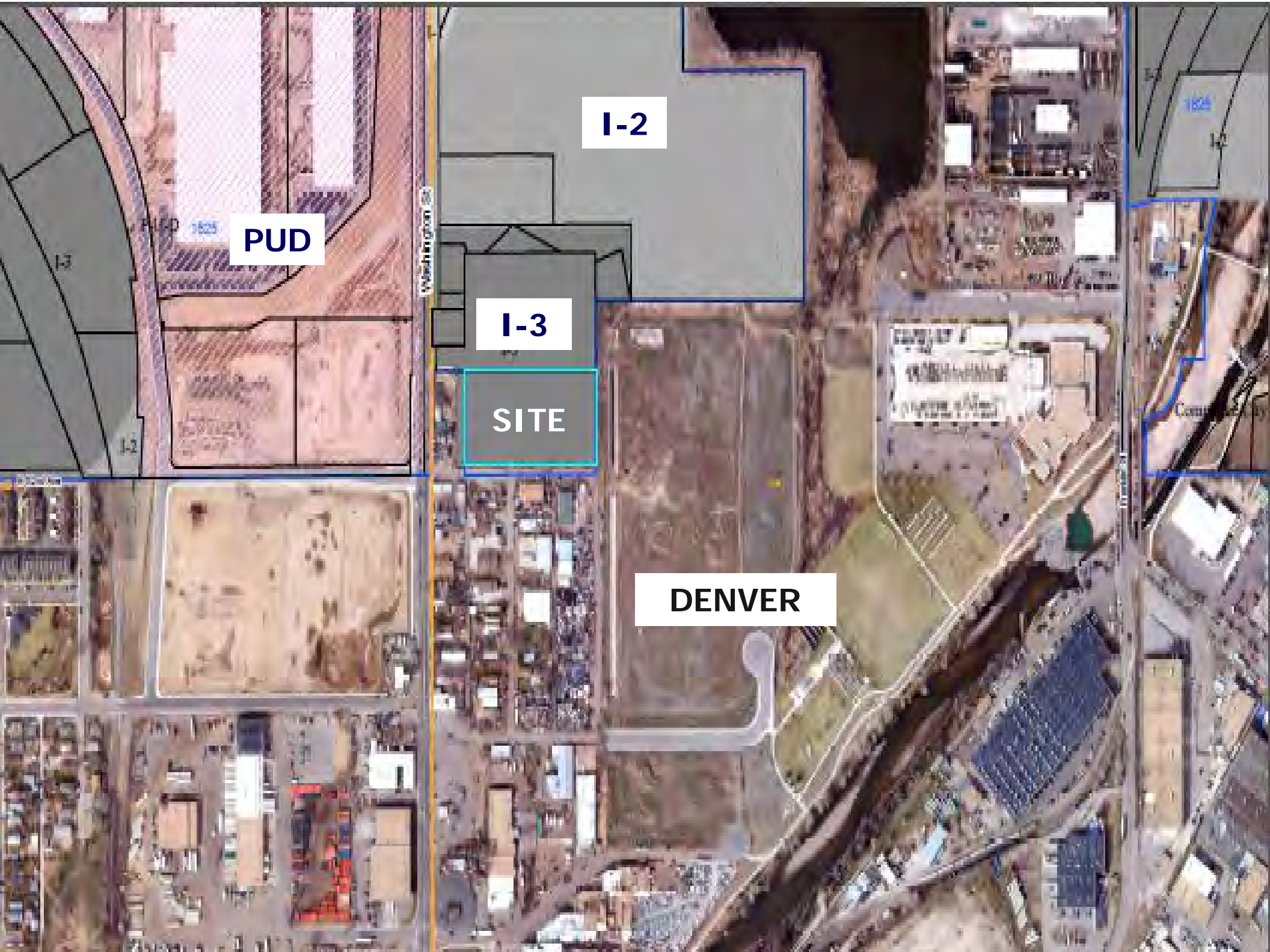
East 52nd
Avenue

Denver
County

Western Stock
Show Facilities

AERIAL MAP





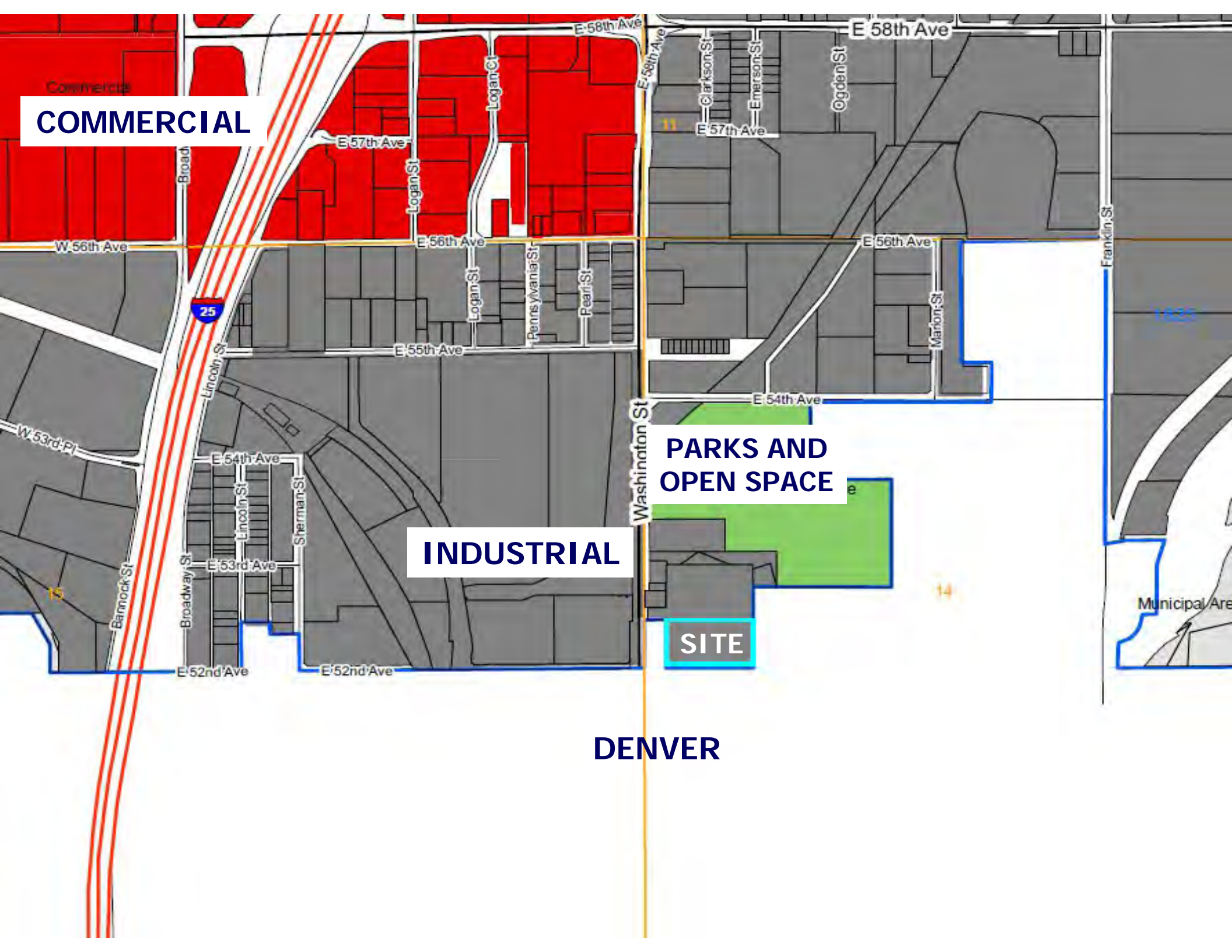
COMMERCIAL

**PARKS AND
OPEN SPACE**

INDUSTRIAL

SITE

DENVER



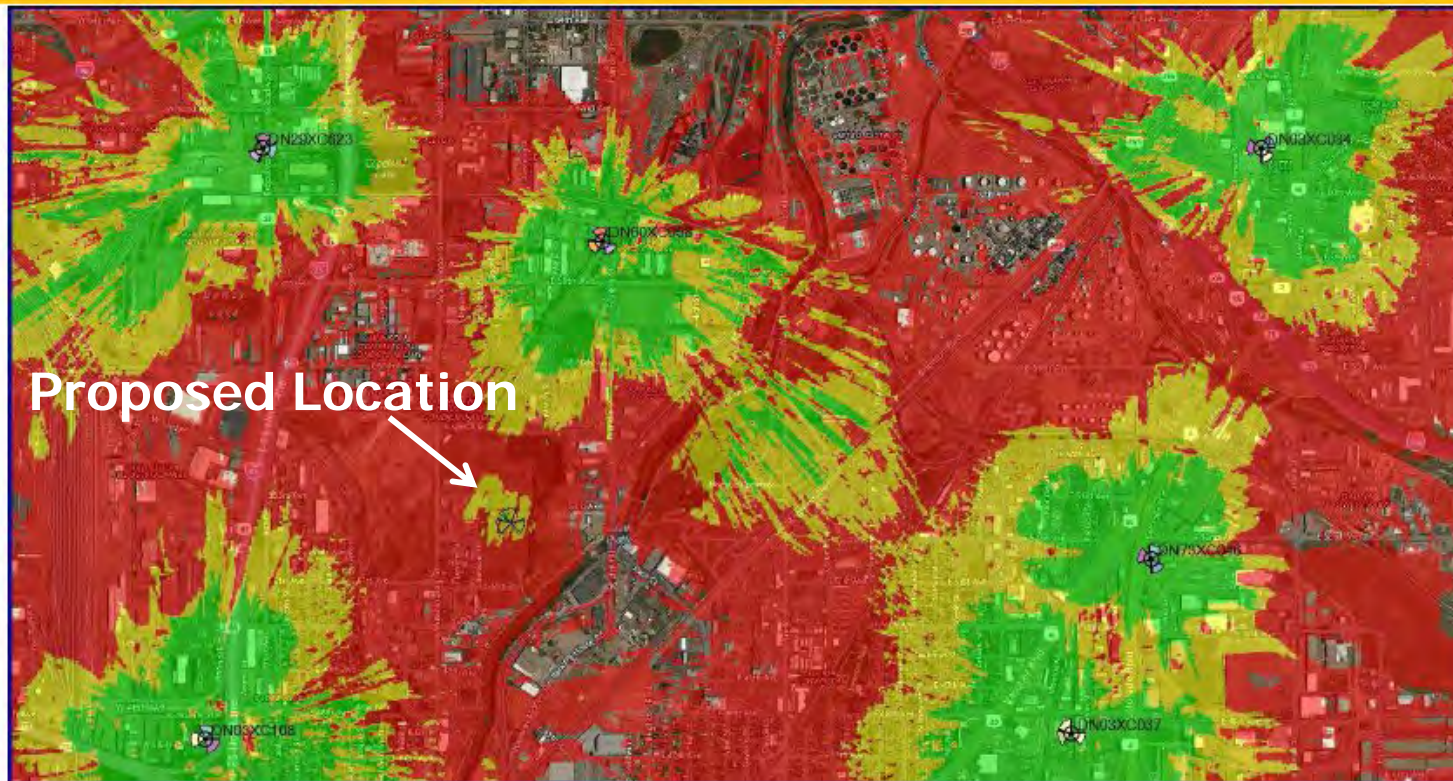
Criteria for Conditional Use

Section 2-02-08-06

1. Permitted in zone district
2. Consistent with regulations
3. Comply with performance standards
4. Harmonious & compatible
5. Addressed all off-site impacts
6. Site suitable for use
7. Site plan adequate for use
8. Adequate services

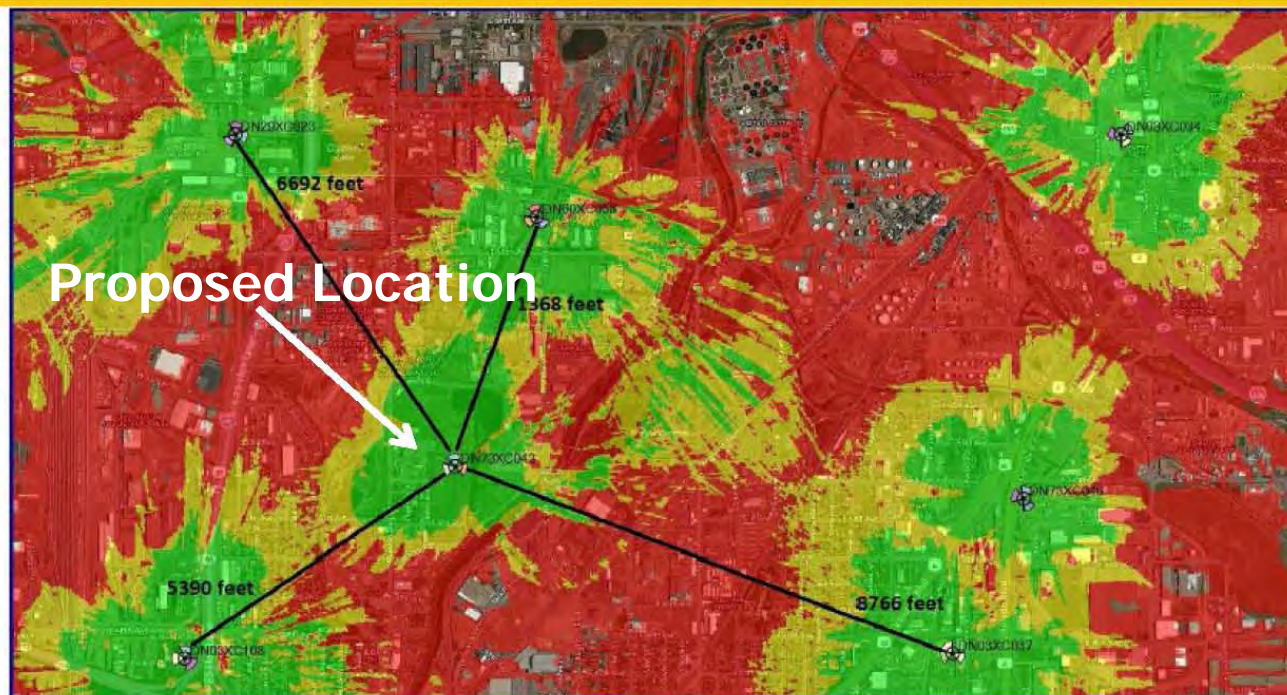
Existing Coverage Map

Coverage with DN73XC043 Removed



Proposed Coverage Map

Distances to DN73XC043



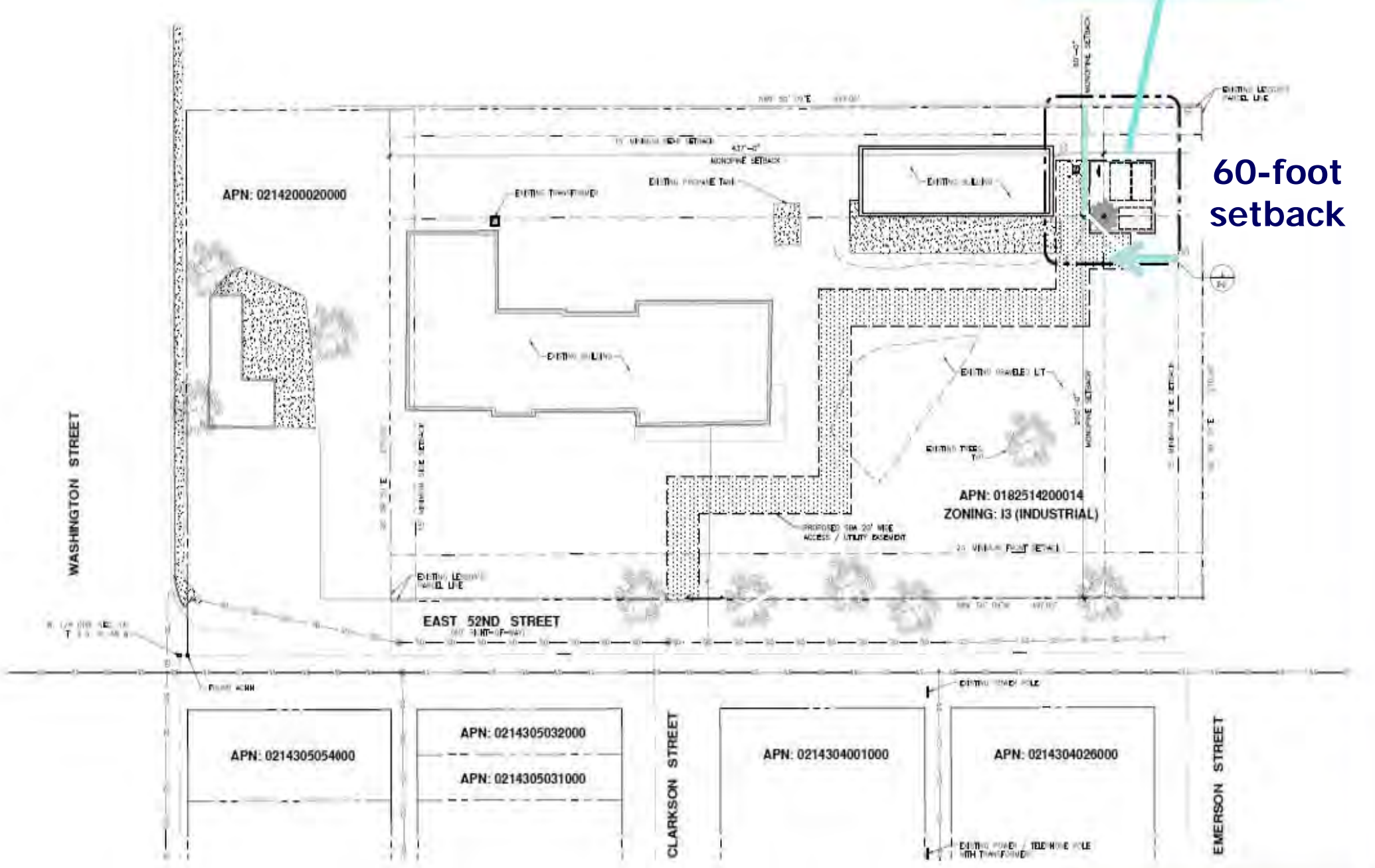
Legend

Signal Coverage Level

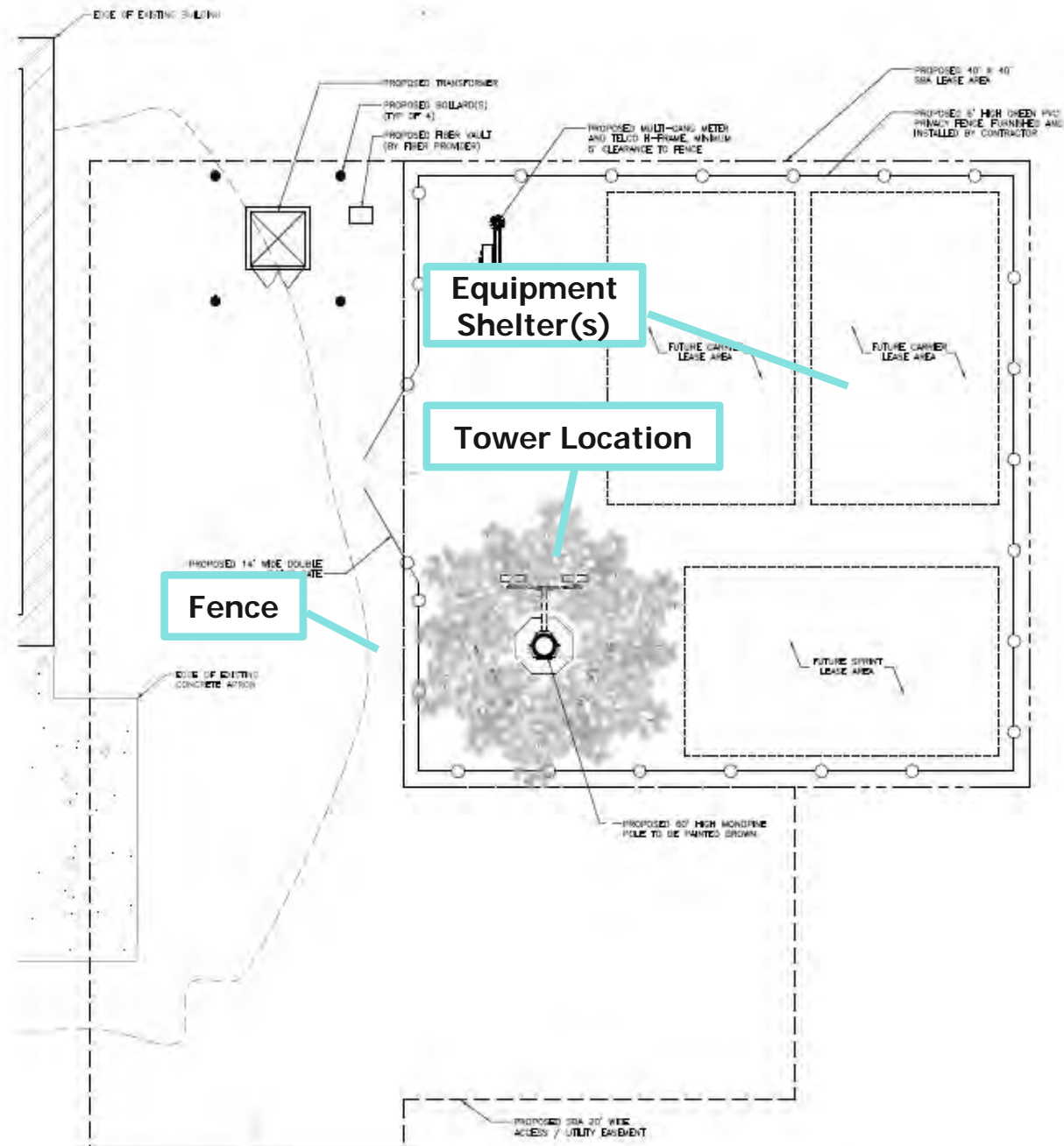
- Excellent
- Good
- Poor

Proposed Tower Location

60-foot setback



SITE PLAN



I-3 Height:

Max: 90-feet

Proposed:
60-feet

Proposed
Tower

60-feet

T.O. BRANCHES
ELEV = 60'-0"

T.O. STEEL
ELEV = 57'-0"

ANTENNA RAD CENTER
ELEV = 55'-0"

PROPOSED CARRIER ANTENNAS
AND MOUNTING PLATFORM
ANTENNAS PAINTED GREEN TO
MATCH FINE NEEDLES

PROPOSED MONOPINE
POLE TO BE PAINTED BROWN

New vinyl
fence

Proposed
PVC Fence

OR USES 4" HIGH GREEN
PRIVACY FENCE
FURNISHED AND INSTALLED
BY CONTRACTOR

EXISTING BUILDING

PROPOSED MULTI-BAND METER
AND TELCO H-FRAME

PROPOSED TRANSFORMER

PROPOSED BOLLARD(S)

F.G.
ELEV = 0'-0"

EAST



Temporary
Cell Tower



NORTH

**Temporary
Cell Tower**



Referral Period

Notices sent to property owners/occupants*	# of Comments Received
11	0

* Owner/occupants within 750 feet were notified

Referral Agency Comments Returned (No issues):

Adams County Staff (Planning, Engineering, ROW, Parks, Neighborhood Services)
City and County of Denver
CDOT
Tri-County Health
Xcel Energy

Criteria for Conditional Use

Section 2-02-08-06

1. Permitted in zone district
2. Consistent with regulations
3. Comply with performance standards
4. Harmonious & compatible
5. Addressed all off-site impacts
6. Site suitable for use
7. Site plan adequate for use
8. Adequate services

Planning Commission Update

On November 8, 2018, the Planning Commission recommended approval of the request on a vote of 7-0.

The applicant made a presentation at the meeting and indicated they were supportive of staff's recommendation.

Recommendation

Approval of RCU2018-00033 – Humbolt CMRS with:

- 8 Findings-of-Fact
- 7 Conditions

Recommended Conditions

1. Any telecommunications facility that ceases to be in operation for a consecutive period of six months or more shall be removed from the site within 90 days of the end of such period of non-use.
2. Prior to the Board of County Commissioners hearing, the applicant shall 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.
3. The conditional use permit shall expire on December 11, 2028 (10 years).
4. A monopine shall be constructed in lieu of the provision of landscaping.
5. The height of the monopine shall not exceed 60 feet.
6. The tower shall provide co-location opportunities for other telecommunication tower providers.
7. A 6 foot tall, green PVC screen fence shall be installed along the perimeter of the lease area for the telecommunication tower.



COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT

CASE NO.: RCU2018-00030

CASE NAME: RECONSERVE OF COLORADO

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- 3.1 Applicant Written Explanation
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EXHIBIT 4- Referral Comments

- 4.1 Referral Comments (Adams County)
- 4.2 Referral Comments (CDOT)
- 4.3 Referral Comments (CDPHE)
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EXHIBIT 5- Public Comments

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EXHIBIT 6- Associated Case Materials

- 6.1 Request for Comments
- 6.2 Public Hearing Notice
- 6.3 Newspaper Publication
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**COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT
STAFF REPORT**

Board of County Commissioners

December 11, 2018

CASE No.: RCU2018-00030		CASE NAME: ReConserve of Colorado
Owner’s Name:	ReConserve of Colorado, Inc.	
Applicant's Name:	Chris Hall, Re-Conserve of Colorado	
Applicant's Address:	5801 Franklin Street, Denver, CO 80216	
Location of Request:	1525 East 58 th Avenue	
Nature of Request:	Rezone from Industrial-1 (I-1) to Industrial-2 (I-2)	
Current Zone District:	Industrial-1 (I-1)	
Proposed Zone District:	Industrial-2 (I-2)	
Future Land Use:	Industrial	
Site Size:	2.45 acres	
Proposed Use:	Industrial	
Existing Use:	Industrial	
Hearing Date(s):	PC: November 8, 2018/ 6:00 pm	
	BoCC: December 11, 2018/ 9:30 am	
Report Date:	November 21, 2018	
Case Manager:	Greg Barnes	
Staff Recommendation:	APPROVAL with 4 Findings-of-Fact	

SUMMARY OF APPLICATION

Background:

The applicant, Mr. Chris Hall, is requesting to rezone the subject property from Industrial-1 (I-1) to Industrial-2 (I-2). ReConserve of Colorado is a producer of livestock feed. The applicant has operated at 5801 Franklin Street since 2005, which is east of the subject property. In July 2018, ReConserve acquired the subject property with plans to combine the two properties and expand their operations. The applicant subsequently filed an application for lot line vacation and the subject rezoning. The application to rezone the property in conjunction with the lot line vacation will create one lot with a single zone district from the existing two lots.

Development Standards and Regulations:

Section 2-02-13-06-02 of the County's Development Standards and Regulations outlines the approval criteria for rezoning a property. The criteria includes: consistency with the County's Comprehensive Plan and purpose of the Development Standards, compatibility and harmony with the surrounding area, and not detrimental to future development of the area.

Currently, the property is designated as I-1. Per Section 3-24-01 of the County's Development Standards and Regulations, the purpose of the I-1 zone district is to provide a general commercial and restricted industrial district designed to provide a variety of compatible business, warehouse, wholesale, offices, and limited industrial use. The subject request is to rezone the property to I-2. Per Section 3-25-01 of the County's Development Standards, the purpose of the I-2 district to accommodate light manufacturing and service facilities for industries and their employees.

The request conforms to the dimensional requirements for the I-2 zone district. Per Section 3-25-07 of the County's Development Standards and Regulations, the minimum lot size for the I-1 zone district is two acres. The minimum lot width required is one-hundred twenty-five (125) feet. The subject property is 2.45 acres and has two-hundred (200) feet of street frontage along East 58th Avenue. These dimensions conform to the required standards for lot size and width in the I-2 zone district.

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. Manufacturing is an allowed use in the I-2 zone district. The request to rezone the property to I-2 conforms to the goals of the future land use designation.

Site Characteristics:

The subject property is surrounded on the south and east by properties designated in the I-2 zone district. The properties located north and west are designated in the I-1 zone district. The request to rezone the property from I-1 to I-2 will be compatible with the surrounding area and properties. In addition, the applicant has requested a lot line vacation to combine the existing two properties into one. The rezoning request is to allow one zone district designation on the property.

Surrounding Zoning Designations and Existing Use Activity:

Northwest I-1 Single-Family Residential	North I-1 Vacant	Northeast I-2 Office
West I-1 Light Industrial	Subject Property I-2 Vacant	East I-2 Light Manufacturing
Southwest I-2 Office	South I-2 Office	Southeast I-2 Light Manufacturing

Compatibility with the Surrounding Area:

The subject property has street frontage along East 58th Avenue and Franklin Street. A majority of the surrounding properties are zoned I-1 and I-2 and are used as offices and industrial. There are two residential properties located to the north of the property. These properties are designated as I-1 and surrounded by industrial uses. Rezoning and use of the site for light manufacturing will be compatible with the area and not detrimental to public health and safety. Approval of the request will also not be out of character to development activities in the area.

Per Section 8-02-02 of the County's Development Standards and Regulations, a traffic study is required for rezoning of a property that may generate more than 20 vehicle trips per day. Staff reviewed a trip generation report provided by the applicant, and has determined that the trips likely to be generated from potential uses on the property will unlikely exceed 20 vehicles per day. Therefore, the rezoning application did not require a full traffic impact study. However, a new traffic study may be required during submittal and review of any building permit that is shown to generate more than 20 vehicle trips per day.

PLANNING COMMISSION UPDATE:

The Planning Commission (PC) considered this case on November 8, 2018 and voted (7-0) to recommend approval to the Board of County Commissioners. The applicant spoke at the meeting, and had no concerns with the staff report or presentation. He stated that the business has operated on the property for 33 years, and produces livestock feed from bakery waste. The applicant stated that the rezoning is necessary for the business to expand.

Staff Recommendation:

Based upon the application, the criteria for a rezoning approval, and a recent site visit, staff recommends approval of this request with 4 findings-of-fact:

RECOMMENDED FINDINGS OF FACT REZONING

1. The Zoning Map amendment is consistent with the Adams County Comprehensive Plan.
2. The Zoning Map amendment is consistent with the purposes of these standards and regulations.

3. The Zoning Map amendment will comply with the requirements of these standards and regulations
4. The Zoning Map amendment is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County.

CITIZEN COMMENTS

Notifications Sent	Comments Received
53	0

All property owners and occupants within 750 feet of the subject property were notified of the request. As of writing this report, staff has not received any responses from those notified.

COUNTY AGENCY COMMENTS

Staff reviewed the request and had no concerns with the proposed rezoning.

REFERRAL AGENCY COMMENTS

Colorado Department of Public Health and Environment, the Colorado Department of Transportation, the Tri-County Health Department, and Xcel Energy reviewed the request and had no concerns with the proposed rezoning.

Responding with Concerns:

None

Responding without Concerns:

Colorado Department of Transportation
Colorado Department of Public Health and Environment
Tri-County Health Department
Xcel Energy

Notified but not Responding / Considered a Favorable Response:

Adams County Fire
Century Link
Colorado Division of Wildlife
Comcast
Mapleton School District #1
Metro Wastewater Reclamation District
North Washington Water and Sanitation District
Regional Transportation District
Union Pacific Railroad



Legend

- +— Railroad
- Major Water
- Zoning Line
- Sections

ReConserve of Colorado

RCU2018-00030

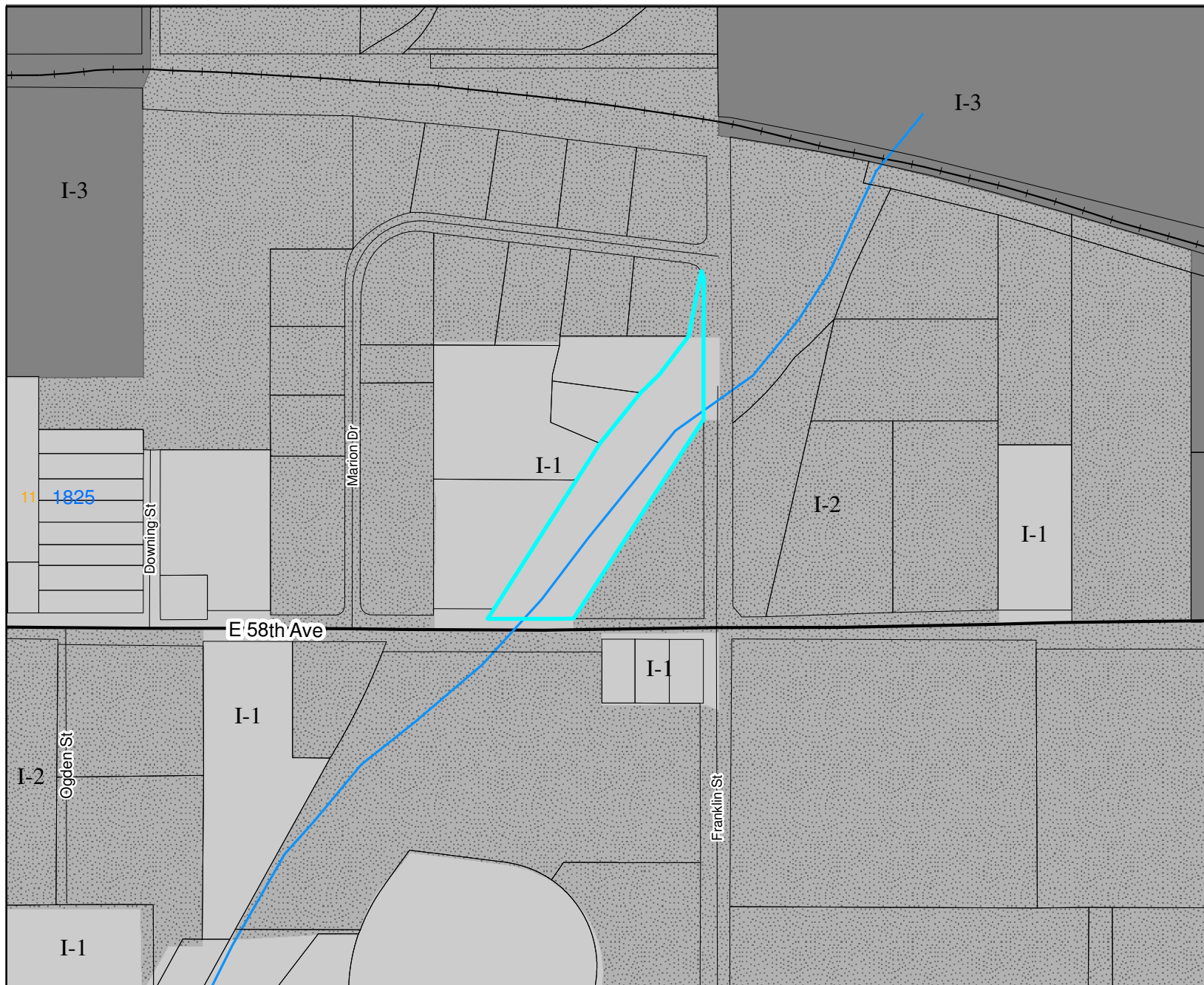


For display purposes only.



ADAMS COUNTY
COLORADO

This map is made possible
by the Adams County GIS
group, which assumes no
responsibility for its accuracy



Legend

- Railroad
- Major Water
- Zoning Line
- Sections

Zoning Districts

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

ReConserve of Colorado

RCU2018-00030

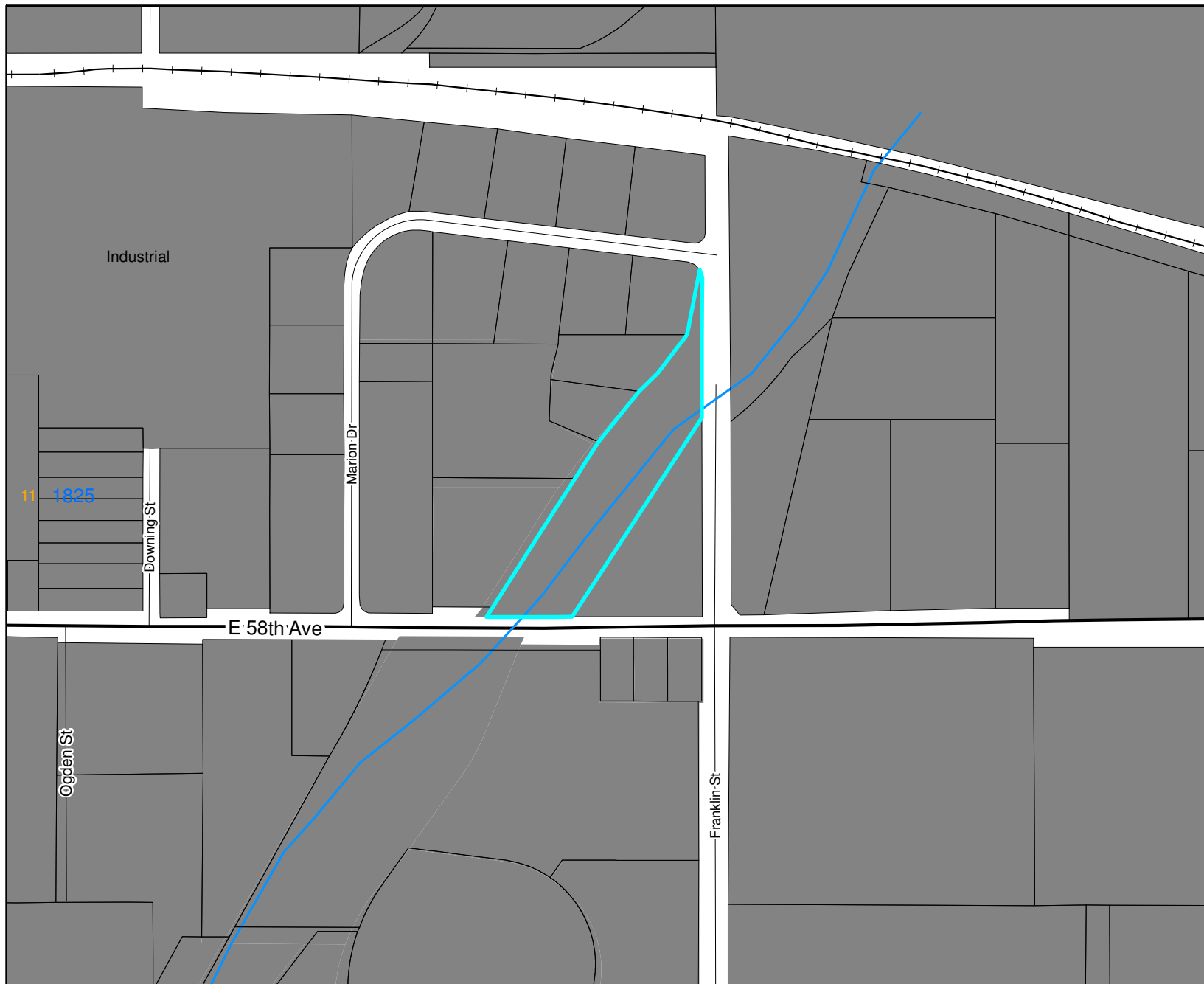


For display purposes only.







ADAMS COUNTY
COLORADO

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group, which assumes no
responsibility for its accuracy



Legend

-  Railroad
-  Major Water
-  Zoning Line
-  Sections

ReConserve of Colorado

RCU2018-00030

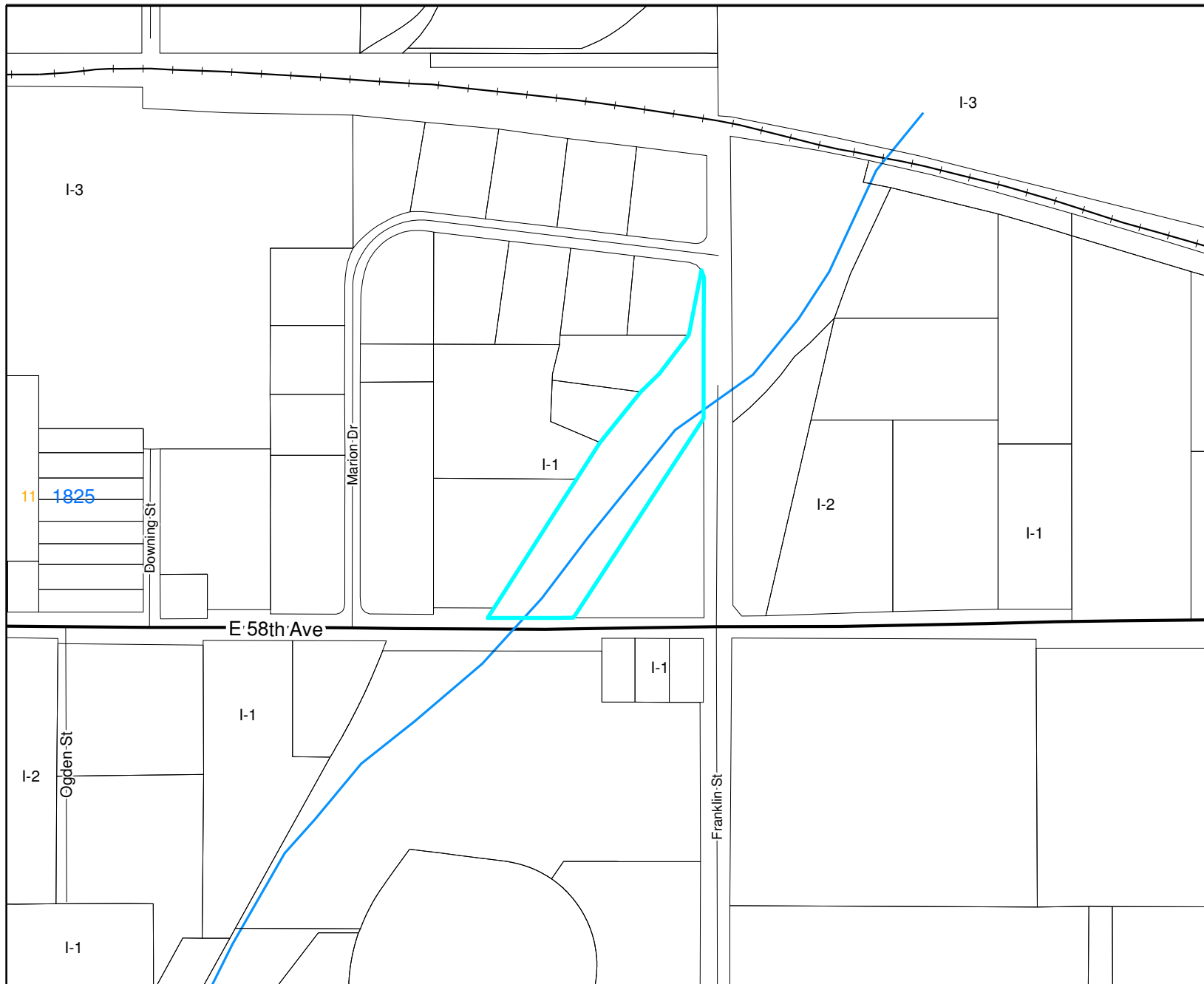


For display purposes only.



ADAMS COUNTY
COLORADO

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group, which assumes no
responsibility for its accuracy



Legend

- +— Railroad
- Major Water
- - - Zoning Line
- Sections

ReConserve of Colorado

RCU2018-00030



For display purposes only.



ADAMS COUNTY

This map is made possible
by the Adams County GIS
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responsibility for its accuracy

3

Written Explanation of Project: ReConserve of Colorado Expansion

ReConserve of Colorado (located at 5801 Franklin Street) has acquired the adjacent property (1525 E 58th Ave) in order to accommodate growth. We are combining the two properties into one property. Based on our Conceptual Review on July 9th, 2018 (PRE2018-00071), we are combining them through a Plot Correction/Lot Line Vacation, which is being pursued in parallel with this rezoning request. We will be using the 1525 E 58th Ave property primarily for staging of trucks, trailers, and employee parking. This will allow us to install new equipment and build a new maintenance shop at 5801 Franklin Street. We will need to provide access to 1525 E 58th Ave from 5801 Franklin Street via the construction of a concrete ramp as the two properties are on different elevations. We are also looking to utilize a small portion of the 1525 E 58th Ave property to construct the new maintenance shop (primarily located on the 5801 Franklin Street property). Since the 5801 Franklin Street property is medium industrial, and the 1525 E 58th Avenue property is Light Industrial, we are requesting the 1525 E 58th Avenue property be rezoned as Medium Industrial.

SITE PLAN

EAST 58TH AVENUE
(60'-0" RIGHT OF WAY)

FRANKLIN STREET
(60'-0" RIGHT OF WAY)

EXISTING BUILDING
30' x 90'

PROPOSED MAINTENANCE BUILDING
30' x 90'

NEW PARCEL ADDITION

EXISTING EASEMENT ACCESS

NEW EASEMENT ACCESS

Setbacks and Property Lines:

- 4' 26" W
- 20' 44" 26" W
- 10' 11" 16" W
- 3' 00" 11' 16" W
- 313.8'
- N 32° 27' 12" E 921.64'
- N 00° 06' 10" W
- N 88° 32' 27" W
- N 88° 31' 31" W

C1.1

SITE PLAN

1. JENNY W
2. JENNY W
3. JENNY W

ReConserve
5801 FRANKLIN STREET
ADAMS COUNTY, COLORADO 80216



S2C DESIGN GROUP
ARCHITECTURE | ENGINEERING
4441 - 115th Ave. S.W. 800-225-0672
Thurston, WA 98563-1650 www.s2c.com

Community & Economic
Development Department
www.adcogov.org



4430 South Adams County Parkway
1st Floor, Suite W2000
Brighton, CO 80601-8204
PHONE 720.523.6800
FAX 720.523.6998

Development Review Team Comments

Date: 8/30/2018

Project Number: RCU2018-00030

Project Name: ReConserve of Colorado

Note to Applicant:

The following review comments and information from the Development Review Team is based on the information you submitted for the rezoning application. Based on the comments provided during your referral period, a resubmittal will be required. Please contact the case manager if you have any questions:

Commenting Division: Development Engineering Review

Name of Reviewer: Greg Labrie

Date: 08/27/2018

Email: glabrie@adcogov.org

Resubmittal Required

ENG1: The traffic impact letter is required to be signed and stamped by a professional engineer registered with the state of Colorado to validate the analysis and conclusion that were described in the submitted letter.

ENG2: The applicant is not proposing to install any impervious surface over 3,000 square feet on the site. Thus, the submitted drainage letter is in accordance with Adams County Development Standards and Regulations.

Commenting Division: Neighborhood Services Review

Name of Reviewer: Kerry Gress

Date: 08/08/2018

Email: kgress@adcogov.org

Comment

ZVL01: Code Compliance has an open case for the weeds on the property and along the street frontages.

Commenting Division: Planner Review

Name of Reviewer: Greg Barnes

Date: 08/20/2018

Email: gjbarnes@adcogov.org

Resubmittal Required

PLN01: Rezoning applications require public notification processes. These public notifications shall include legal description and parcel numbers. As a result of these requirements, we will be processing your rezoning in advance of the associated plat correction. This will ensure that the correct parcel numbers and legal description has been provided for the rezoning public notification. Please resubmit the rezoning application to include ONLY the parcel being rezoned. In addition, we will need a legal description of ONLY the western property which is being rezoned.

PLN02: The subject property is approximately 2.5 acres, and exceeds the minimum lot size of 2 acres for the Industrial-2 zone district.

PLN03: The subject property has a minimum lot width of approximately 195 feet, which exceeds the minimum lot width in the I-2 zone.

PLN04: The Adams County Comprehensive Plan has designated a future land use of Industrial on the property. This designation's goals are consistent with the purpose of the I-2 zone district.

PLN05: The subject property is surrounded by I-1 and I-2 zone districts. The request would be compatible to the surrounding area.

Greg Barnes

From: Steven Loeffler - CDOT [steven.loeffler@state.co.us]
Sent: Wednesday, August 08, 2018 6:54 AM
To: Greg Barnes
Subject: Re: For Review: ReConserve of Colorado (RCU2018-00030)
Attachments: image003.jpg

Greg,

I have reviewed the referral named above requesting amendment of the zoning map to change the zoning from I-1 to I-2 on property located at 5801 Franklin Street and have no objections.

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, Aug 7, 2018 at 8:02 PM Greg Barnes <GJBarnes@adcogov.org> wrote:

Request for Comments

Case Name:	ReConserve of Colorado
Case Number:	RCU2018-00030

August 7, 2018

The Adams County Planning Commission is requesting comments on the following request: **Amendment to the zoning map to change the zoning designation from Industrial-1 to Industrial-2 on approximately 2.7 acres.**



Dedicated to protecting and improving the health and environment of the people of Colorado

Submitted via email to: GJBarnes@adcogov.org

August 9, 2018

Greg Barnes, Case Manager
Community and Economic Development Department
4430 South Adams County Parkway, Suite W2000Bs
Brighton, CO 80601-8218

Re: Case No. RCU2018-00030

Dear Greg Barnes:

The Colorado Department of Public Health and Environment has no comment on the August 7, 2018 Chris Hall Request for Comment (Case No. RCU2018-00030). Please contact Sean Hackett at [303-692-3662](tel:303-692-3662) with any questions.

Sincerely,

Sean Hackett
Environmental Protection Specialist
Colorado Department of Public Health and Environment





August 23, 2018

Greg Barnes
 Adams County Community and Economic Development
 4430 South Adams County Parkway, Suite W2000A
 Brighton, CO 80601

RE: ReConserve of Colorado, RCU2018-00030
 TCHD Case No. 5113

Dear Mr. Barnes,

Thank you for the opportunity to review and comment on the rezoning from Industrial-1 to Industrial-2 on approximately 2.7 acres located at 5801 Franklin Street. Tri-County Health Department (TCHD) staff previously reviewed the application for the lot line vacation and responded in a letter dated August 7. After reviewing this 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-245. 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.

Pollution Prevention for Auto-related Businesses

Businesses that conduct auto maintenance and repair are at risk for leaking fluids such as fuels, antifreeze, brake fluids, and cleaning agents which may be harmful to exposed site workers, pollute the soil on the site, or be discharged into nearby water sources. For the

safety of site workers and the public, we recommend that the applicant adopt any of the following practices that are not already in place:

1. As it is received, inspect each vehicle for potential leaks. The inspection should be conducted over an impervious area, e.g., a concrete slab with curbs, where spills and leaks will be contained and will not infiltrate into the ground. In addition, drip pans should be used pending repair of vehicles brought in for service, and absorbents should be on hand to clean up fluid leaks or spills that might occur. All repairs should be conducted indoors to avoid contamination of soils and groundwater.
2. Develop a spill response plan to promptly repair any detected leaks. If a leak cannot be repaired, completely drain all fluid(s) from the vehicle before placing it in storage.
3. Develop a plan to recover and either recycle or properly dispose of waste automotive fluids and cleaning agents. Waste fluid management should include the following:
 - a. Collection and recycling of waste petroleum-based products including used oil, transmission and brake fluids, and radiator coolants;
 - b. Placement of these fluids in Department of Transportation (DOT) approved waste receptacles;
 - c. Disposal of all waste fluids in accordance with applicable federal, state and local regulations;
 - d. Place absorbents and rags used to clean up spills in DOT approved receptacles, store them so as to prevent fire hazards, and dispose of them regularly in accordance with applicable federal, state and local regulations.
 - e. Installation of a sand/oil interceptor

Please feel free to contact me at 720-200-1585 or aheinrich@tchd.org if you have any questions on TCHD's comments.

Sincerely,



Annemarie Heinrich, MPH/MURP
Land Use and Built Environment Specialist

cc: Sheila Lynch, Monte Deatrich, TCHD



September 26, 2018

Marissa Hilje
Greg Barnes
Adams County Community and Economic Development
4430 South Adams County Parkway, Suite, W2000A
Brighton, CO 80601

RE: ReConserve of Colorado, PLT2018-00029
TCHD Case No. 5091
ReConserve of Colorado, RCU2018-00030
TCHD Case No. 5113

Dear Ms. Hilje and Mr. Barnes,

In our letters dated August 7 and 23, 2018, on the subject referral cases, Tri-County Health Department (TCHD) staff made the following comments regarding the historic landfill:

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-245. 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.

Based on our comments, the applicant had a flammable gas investigation performed by a qualified environmental consultant.

Flammable Gas Investigation

TCHD received a Flammable Gas Investigation report (Report) dated September 24, 2018, prepared by Kumar & Associates Terracon, for our review and comment. The Report indicates that methane was not detected in the soil sampling points. The Report states: "It does not appear that methane/flammable gas is present in the subsurface soils at the project site."

Based on our review of the Report, it is the opinion of TCHD that no further action is required.

Please feel free to contact me at 720-200-1568 with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Warren S. Brown". The signature is fluid and cursive, with a large, stylized "W" and "B".

Warren S. Brown, P.E.

Senior Environmental Health Consultant

cc: Sheila Lynch, Monte Deatrich, Lisa Olivetto, TCHD
Andrei Andronescu, Kumar & Associates



October 1, 2018

Greg Barnes
Adams County Community and Economic Development
4430 South Adams County Parkway, Suite W2000A
Brighton, CO 80601

RE: ReConserve of Colorado 2nd Submittal, RCU2018-00030
TCHD Case No. 5195

Dear Mr. Barnes,

Thank you for the opportunity to review and comment on the Resubmittal of the Rezoning from Industrial-1 to Industrial-2 on approximately 2.7 acres located at 5801 Franklin Street. Tri-County Health Department (TCHD) staff has previously reviewed the plat correction and rezoning applications and provided comments in letters dated August 7 and 23, 2018. On September 24, 2018, TCHD received a Flammable Gas Investigation report and in a letter dated September 26, 2018, based on a review of the report, we concluded that no further action is required. The applicant has responded to our comments satisfactorily.

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 "Annemarie Heinrich", written in a cursive style.

Annemarie Heinrich, MPH/MURP
Land Use and Built Environment Specialist

cc: Sheila Lynch, Monte Deatrich, Warren Brown, TCHD

**Right of Way & Permits**

1123 West 3rd Avenue
 Denver, Colorado 80223
 Telephone: **303.571.3306**
 Facsimile: 303. 571. 3284
 donna.l.george@xcelenergy.com

August 24, 2018

Adams County Department of Planning and Development
 12200 North Pecos Street
 Westminster, CO 80234

Attn: Greg Barnes

Re: ReConserve of Colorado Rezone, Case # RCU2018-00030

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has determined **there is a possible conflict** with the above captioned project. Public Service Company has existing electric *transmission* lines and associated land rights as shown within this property. Any activity including grading, proposed landscaping, erosion control or similar activities involving our existing right-of-way will require Public Service Company approval. Encroachments across Public Service Company's easements must be reviewed for safety standards, operational and maintenance clearances, liability issues, and acknowledged with a Public Service Company License Agreement to be executed with the property owner. **PSCo is requesting that, prior to any final approval of the development plan,** it is the responsibility of the property owner/developer/contractor to contact **Mike Diehl**, Siting and Land Rights Manager at (303) 571-7260 to have this project assigned to a Land Rights Agent for development plan review and execution of a License Agreement.

PSCo also owns and operates existing natural gas and electric *distribution* facilities within the subject property. The property owner/developer/contractor must complete the **application process** for any new natural gas or electric service, or modification to existing facilities via FastApp-Fax-Email-USPS (go to: <https://www.xcelenergy.com/start, stop, transfer/new construction service activation for builders>). It is then the responsibility of the developer to contact the Designer assigned to the project for approval of design details. Additional easements may need to be acquired by separate document for new facilities.

As a safety precaution, PSCo would like to remind the developer to call the **Utility Notification Center** at 1-800-922-1987 to have all utilities located prior to any construction.

Please contact me at donna.l.george@xcelenergy.com or 303-571-3306 if there are any questions with this referral response.

Donna George
 Right of Way and Permits
 Public Service Company of Colorado



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 1, 2018

Adams County Department of Planning and Development
12200 North Pecos Street
Westminster, CO 80234

Attn: Greg Barnes

Re: ReConserve of Colorado Rezone - 2nd referral, Case # RCU2018-00030

Public Service Company of Colorado has reviewed the second referral for the **ReConserve of Colorado Rezone** and reminds the property owner/developer/contractor that PSCo has existing natural gas and electric distribution facilities within the areas indicated in this proposed rezone, and that there is no objection to this proposed rezone, contingent upon PSCo's ability to maintain all existing rights and this amendment should not hinder our ability for future expansion, including all present and any future accommodations for natural gas transmission and electric transmission related facilities.

The property owner/developer/contractor is also reminded to complete the **application process** for any new natural gas or electric service or modification to existing facilities, should this be necessary, via FastApp-Fax-Email-USPS (go to: https://www.xcelenergy.com/start_stop_transfer/new_construction_service_activation_for_builders).

If there are any questions about this referral response, please contact me at 303-571-3306 or donna.l.george@xcelenergy.com.

Donna George
Right of Way and Permits
Public Service Company of Colorado



Request for Comments

Case Name: ReConserve of Colorado
Case Number: RCU2018-00030

August 7, 2018

The Adams County Planning Commission is requesting comments on the following request: **Amendment to the zoning map to change the zoning designation from Industrial-1 to Industrial-2 on approximately 2.7 acres.**

This request is located at 5801 Franklin Street. The Assessor's Parcel Number is 0182511303002.

Applicant Information: Chris Hall
5801 Franklin St
Denver, CO 80216

Please forward any written comments on this application to the Community and Economic Development Department at 4430 South Adams County Parkway, Suite W2000A Brighton, CO 80601-8216, or call (720) 523-6800 by 08/24/2018 in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to 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. 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
Case Manager

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry
DISTRICT 1

Charles "Chaz" Tedesco
DISTRICT 2

Erik Hansen
DISTRICT 3

Steve O'Dorisio
DISTRICT 4

Mary Hodge
DISTRICT 5



REVISED - Public Hearing Notification

Case Name: ReConserve of Colorado
Case Number: RCU2018-00030

Planning Commission Hearing Date: 11/08/2018 at 6:00 p.m.
Board of County Commissioners Hearing Date: 12/11/2018 at 9:30 a.m.

October 19, 2018

A public hearing has been set by the Adams County Planning Commission and the Board of County Commissioners to consider the following request: **Amendment to the zoning map to change the zoning designation from Industrial-1 to Industrial-2.**

The proposed use will be industrial. This request is located at 5801 Franklin Street on 2.7 acres. The Assessor's Parcel Number is 0182511303002.

Applicant Information: CHRIS HALL
5801 FRANKLIN ST
DENVER, CO 80216

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.

Greg Barnes
Case Manager

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry
DISTRICT 1

Charles "Chaz" Tedesco
DISTRICT 2

Erik Hansen
DISTRICT 3

Steve O'Dorisio
DISTRICT 4

Mary Hodge
DISTRICT 5

PUBLICATION REQUEST

ReConserve of Colorado

Case Number: RCU2018-00030
Planning Commission Hearing Date: 11/08/2018 at 6:00 p.m.
Board of County Commissioners Hearing Date: 12/11/2018 at 9:30 a.m.

Request: Amendment to the zoning map to change the zoning designation from Industrial-1 to Industrial-2 on approximately 2.7 acres.

Location: 5801 FRANKLIN ST
Parcel Number: 0182511303002

Case Manager: Greg Barnes

Applicant: CHRIS HALL 970-631-2352
5801 FRANKLIN ST
DENVER, CO 80216

Owner: RECONSERVE OF COLORADO INC
C/O DELOITTE TAX LLP
C/O RYAN LLC ATTN ANDREW GROVE
13155 NOEL RD STE 100
DALLAS, TX 752405050

Legal Description: SUB:MAPLETON ADD DESC: PORT OF BLKS 121 122 AND 123 INCLUDING ABANDONED WHITE CAP CANAL ROW DESC AS FOLS BEG 294/7 FT W OF SE COR BLK 122 TH W ALG S BDRY BLKS 122 AND 121 201/2 FT TH NELY 921/4 FT TO PT ON E BDRY BLK 123 SD PT BEING 778/4 FT N OF SE COR BLK 122 TH SLY ALG E BDRY BLKS 123 AND 122 313/4 FT TO SLY BDRY WHITE CAP CANAL ROW TH SWLY ALG SLY BDRY SE CANAL TO BEG 2/4490A



Referral Listing
Case Number RCU2018-00030
ReConserve of Colorado

Agency	Contact Information
Adams County Development Services - Building	Justin Blair 4430 S Adams County Pkwy Brighton CO 80601 720-523-6825 JBlair@adcogov.org
Adams County Fire Protection District	Chris Wilder 8055 N. WASHINGTON ST. DENVER CO 80229 (303) 289-4683 cwilder@acfpd.org
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 sean.hackett@state.co.us
	303.691.7702
CDPHE	Sean Hackett 4300 S Cherry Creek Dr Denver CO 80246 303.692.3662 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

Agency	Contact Information
CDPHE SOLID WASTE UNIT	<p>Andy Todd 4300 CHERRY CREEK DR SOUTH HMWMD-CP-B2 DENVER CO 80246-1530 303.691.4049 Andrew.Todd@state.co.us</p>
Century Link, Inc	<p>Brandyn Wiedreich 5325 Zuni St, Rm 728 Denver CO 80221 720-578-3724 720-245-0029 brandyn.wiedrich@centurylink.com</p>
Code Compliance Supervisor	<p>Eric Guenther eguenther@adcogov.org 720-523-6856 eguenther@adcogov.org</p>
COLORADO DEPT OF TRANSPORTATION	<p>Steve Loeffler 2000 S. Holly St. Region 1 Denver CO 80222 303-757-9891 steven.loeffler@state.co.us</p>
COLORADO DIVISION OF WILDLIFE	<p>Eliza Hunholz Northeast Regional Engineer 6060 BROADWAY DENVER CO 80216-1000 303-291-7454 eliza.hunholz@state.co.us</p>
COLORADO DIVISION OF WILDLIFE	<p>Serena Rocksund 6060 BROADWAY DENVER CO 80216 3039471798 serena.rocksund@state.co.us</p>
COMCAST	<p>JOE LOWE 8490 N UMITILLA ST FEDERAL HEIGHTS CO 80260 303-603-5039 thomas_lowe@cable.comcast.com</p>
COUNTY ATTORNEY- Email	<p>Christine Fitch CFitch@adcogov.org 6352</p>
Engineering Department - ROW	<p>Transportation Department PWE - ROW 303.453.8787</p>
Engineering Division	<p>Transportation Department PWE 6875</p>
ENVIRONMENTAL ANALYST	<p>Jen Rutter PLN 6841</p>

Agency	Contact Information
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	Joe James 3172 E 78th Ave Denver CO 80229 303-288-6664 jjames@nswswsd.com 303-594-4392
NS - Code Compliance	Kerry Gress kgress@adcogov.org 720.523.6832 kgress@adcogov.org
Parks and Open Space Department	Nathan Mosley mpedrucci@adcogov.org aclark@adcogov.org (303) 637-8000 nmosley@adcogov.org
REGIONAL TRANSPORTATION DIST.	CHRIS QUINN 1560 BROADWAY SUITE 700 DENVER CO 80202 303-299-2439 chris.quinn@rtd-denver.com
SHERIFF'S OFFICE: SO-HQ	MICHAEL McINTOSH nblair@adcogov.org; aoverton@adcogov.org; mkaiser@adcogov.org snielson@adcogov.org (303) 654-1850 aoverton@adcogov.org; mkaiser@adcogov.org; snielson@adcogov.org
Sheriff's Office: SO-SUB	SCOTT MILLER TFuller@adcogov.org; smiller@adcogov.org aoverton@adcogov.org; mkaiser@adcogov.org 720-322-1115 smiller@adcogov.org
TRI-COUNTY HEALTH DEPARTMENT	Sheila Lynch 6162 S WILLOW DR, SUITE 100 GREENWOOD VILLAGE CO 80111 720-200-1571 landuse@tchd.org
TRI-COUNTY HEALTH DEPARTMENT	MONTE DEATRICH 4201 E. 72ND AVENUE SUITE D COMMERCE CITY CO 80022 (303) 288-6816 mdeatrich@tchd.org

Agency

Contact Information

Tri-County Health: Mail CHECK to Sheila Lynch

Tri-County Health
landuse@tchd.org
.

UNION PACIFIC RAILROAD

Melissa Meier
280 S 400 W
Salt Lake City UT 84101
(801) 212-2706
mmeier@up.com

UNION PACIFIC RAILROAD

Anna Palmer
1400 DOUGLAS ST STOP 1690
OMAHA NE 68179
402-544-8552
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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

1400 LLC
C/O GOLDEN COMMERCIAL GROUP
ARVADA CO 80007-6852

GUERRERO SIMON D
5815 DOWNING ST
DENVER CO 80216-1209

5 PALMS PROPERTIES LLC
5891 MARION DR
DENVER CO 80216-1217

JIMBOB INVESTMENTS LLC
C/O JIM O CONNOR
5691 FRANKLIN ST
DENVER CO 80216-1520

ARAKOUZO
24837 RED CLOUD DRIVE
CONIFER CO 80433

MASAD MONAWARA AND MASAD MOHAMMAD
4688 HYLAND GREENS PLACE
WESTMINSTER CO 80030

CLASSIC II HOLDINGS LLC
1299 E 58TH AVE
DENVER CO 80216-1509

NICKERSON ROBERT C AND
NICKERSON RENEE E
8601 ZUNI ST NO. 8
DENVER CO 80260

COUNTY OF ADAMS THE
4430 SOUTH ADAMS COUNTY PKWY
BRIGHTON CO 80601-8204

PUBLIC SERVICE CO OF COLORADO
C/O PROPERTY AND LOCAL TAXES
PO BOX 1979
DENVER CO 80201-1979

DENVER AND RIO GRANDE WESTERN
RR COMPANY THE
PO BOX 2500
BROOMFIELD CO 80038-2500

READY MIXED CONCRETE COMPANY
5775 FRANKLIN ST
DENVER CO 80216-1521

DENVER ROCK ISLAND RAILROAD COMPANY
ATTN THOMAS MARS
3400 E 56TH AVE
COMMERCE CITY CO 80022

RECONSERVE OF COLORADO INC
C/O DELOITTE TAX LLP
C/O RYAN LLC ATTN ANDREW GROVE
DALLAS TX 75240-5050

DUBOIS DENVER PROPERTIES LLC UND 51.162% INT
AND
MARION PROPERTY ONE LLC UND 48.838% INT
6500 W MANSFIELD AVE UNIT 28
DENVER CO 80235-3049

REGION LTD
4865 RARITAN ST
DENVER CO 80221-1518

FRANKLIN INDUSTRIAL GROUP LTD
1743 WAZEE ST STE 300
DENVER CO 80202-1280

RIO GRANDE LAND CO
NEED ADDRESS

FRANKLIN INDUSTRIAL GROUP LTD
1743 WAZEE ST STE 300
DENVER CO 80202

ROCKINH INVESTMENTS LLC
7670 TELLER ST
ARVADA CO 80003-2225

SALEM RADIO PROPERTIES INC
C/O SALEM COMMUNICATIONS CORP
4880 SANTA ROSA RD
CAMARILLO CA 93012

KSKK LLC
OR CURRENT RESIDENT
1290 E 58TH AVE
DENVER CO 80216

WARD 5910/5901 HUMBOLDT ST LLC
5000 W 29TH AVE
DENVER CO 80212-1515

MOUNTAINEIRE PROPERTY LLC
OR CURRENT RESIDENT
1415 E 58TH AVE
DENVER CO 80216-1502

WARD 5930 MARION DRIVE LLC
5000 W 29TH AVE
DENVER CO 80212

READY MIXED CONCRETE COMPANY
C/O BORAL INDUSTRIES INC
OR CURRENT RESIDENT
5775 FRANKLIN ST
DENVER CO 80216-1521

WARD 5974 MARION DRIVE LLC
5000 W 29TH AVE
DENVER CO 80212-1515

S AND H LEASING CO
OR CURRENT RESIDENT
5961 MARION DR
DENVER CO 80216-1219

WEAVER SHIRLEY R TRUSTEE ET AL OF THE
WEAVER MELVIN D FAMILY TRUST THE
9440 W 37TH PL
WHEAT RIDGE CO 80033-5748

S AND H LEASING COMPANY
OR CURRENT RESIDENT
5961 MARION DR
DENVER CO 80216-1219

WESTERN STOCK SHOW ASSOCIATION THE
4665 HUMBOLDT ST
DENVER CO 80216

TOEPPER LLC
OR CURRENT RESIDENT
1300 E 58TH AVE
DENVER CO 80216-1512

WRIGHT KEVIN E AND
WRIGHT LORRAINE S
12017 W 75TH LN
ARVADA CO 80005-5308

WERNSTEIN PROPERTIES INC
OR CURRENT RESIDENT
5970 MARION DRIVE
DENVER CO 80216

WSDB ENTERPRISES LLC
14689 HARRISON ST
BRIGHTON CO 80602-7749

CURRENT RESIDENT
1400 E 61ST AVE
DENVER CO 80216-1206

5990 WASHINGTON STREET LLC
C/O TWENTY LAKE HOLDINGS
OR CURRENT RESIDENT
5990 WASHINGTON ST
DENVER CO 80216-1349

CURRENT RESIDENT
5801 FRANKLIN ST
DENVER CO 80216-1212

FAULTLESS LAUNDRY COMPANY
OR CURRENT RESIDENT
1480 E 61ST AVE
DENVER CO 80216-1206

CURRENT RESIDENT
5871 MARION DR
DENVER CO 80216-1217

CURRENT RESIDENT
5881 MARION DR
DENVER CO 80216-1217

CURRENT RESIDENT
1299 E 58TH AVE UNIT A
DENVER CO 80216-1509

CURRENT RESIDENT
5891 MARION DR
DENVER CO 80216-1217

CURRENT RESIDENT
1325 E 58TH AVE
DENVER CO 80216-1511

CURRENT RESIDENT
5981 MARION DR
DENVER CO 80216-1219

CURRENT RESIDENT
1590 E 58TH AVE
DENVER CO 80216-1516

CURRENT RESIDENT
5901 HUMBOLDT ST
DENVER CO 80216-1248

CURRENT RESIDENT
5910 HUMBOLDT ST
DENVER CO 80216-1248

CURRENT RESIDENT
5930 MARION DR
DENVER CO 80216-1255

CURRENT RESIDENT
5960 MARION DR
DENVER CO 80216-1255

CURRENT RESIDENT
1707 E 58TH AVE
DENVER CO 80216-1505

CURRENT RESIDENT
1803 E 58TH AVE
DENVER CO 80216-1508

CURRENT RESIDENT
1201 E 58TH AVE
DENVER CO 80216-1509

CERTIFICATE OF POSTING



I, J. Gregory Barnes do hereby certify that I posted the property at 5801 Franklin Street on October 23, 2018 in accordance with the requirements of the Adams County Zoning Regulations

A handwritten signature in black ink, appearing to read 'J. Gregory Barnes', written over a horizontal line.

J. Gregory Barnes

ReConserve of Colorado

RCU2018-00030

5801 Franklin Street

December 13, 2018

Board of County Commissioners Public Hearing
Community and Economic Development Department

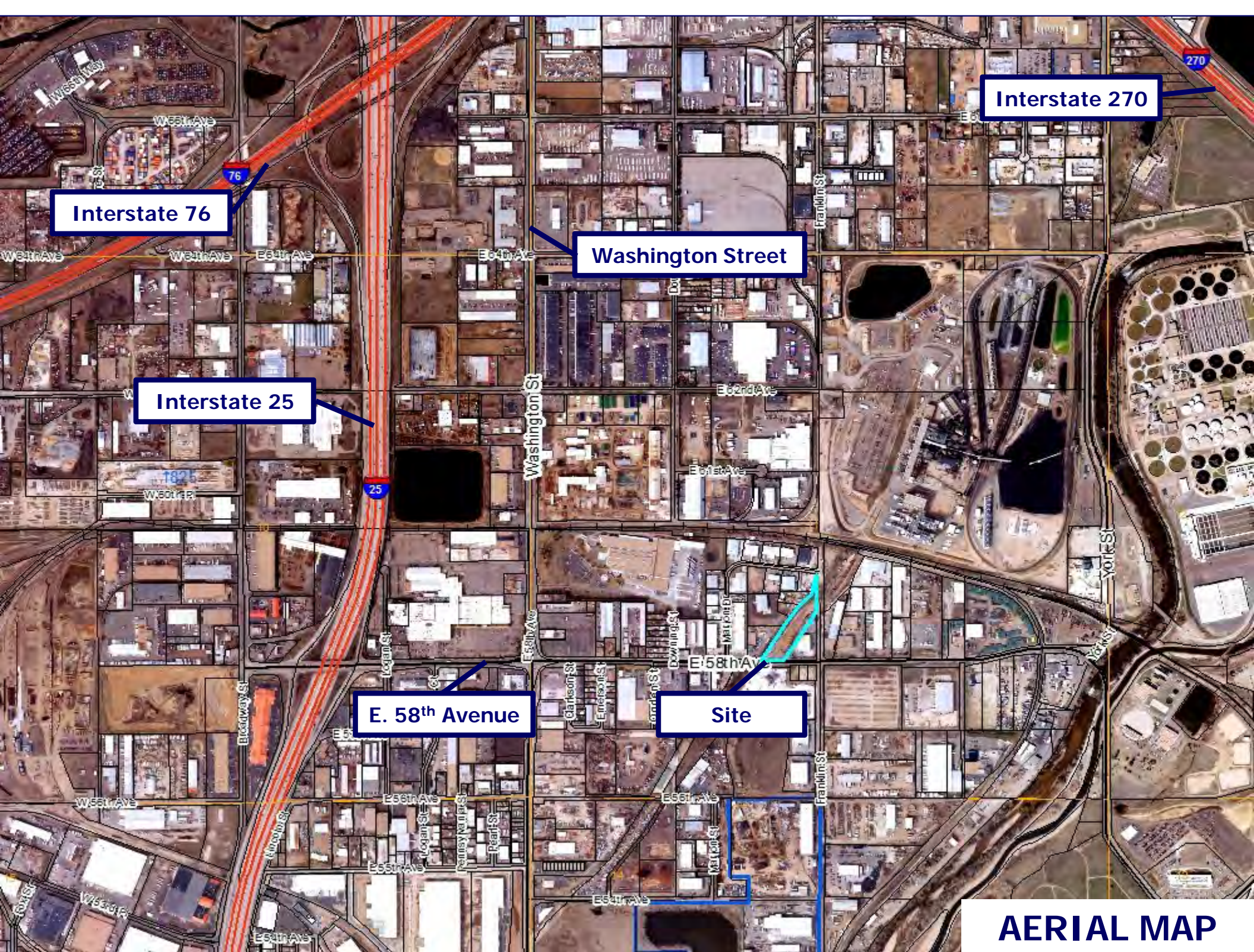
Case Manager: Greg Barnes



Request

Rezoning:

- Current Zoning: Industrial-1 (I-1)
- Proposed Zoning: Industrial-2 (I-2)



Interstate 270

Interstate 76

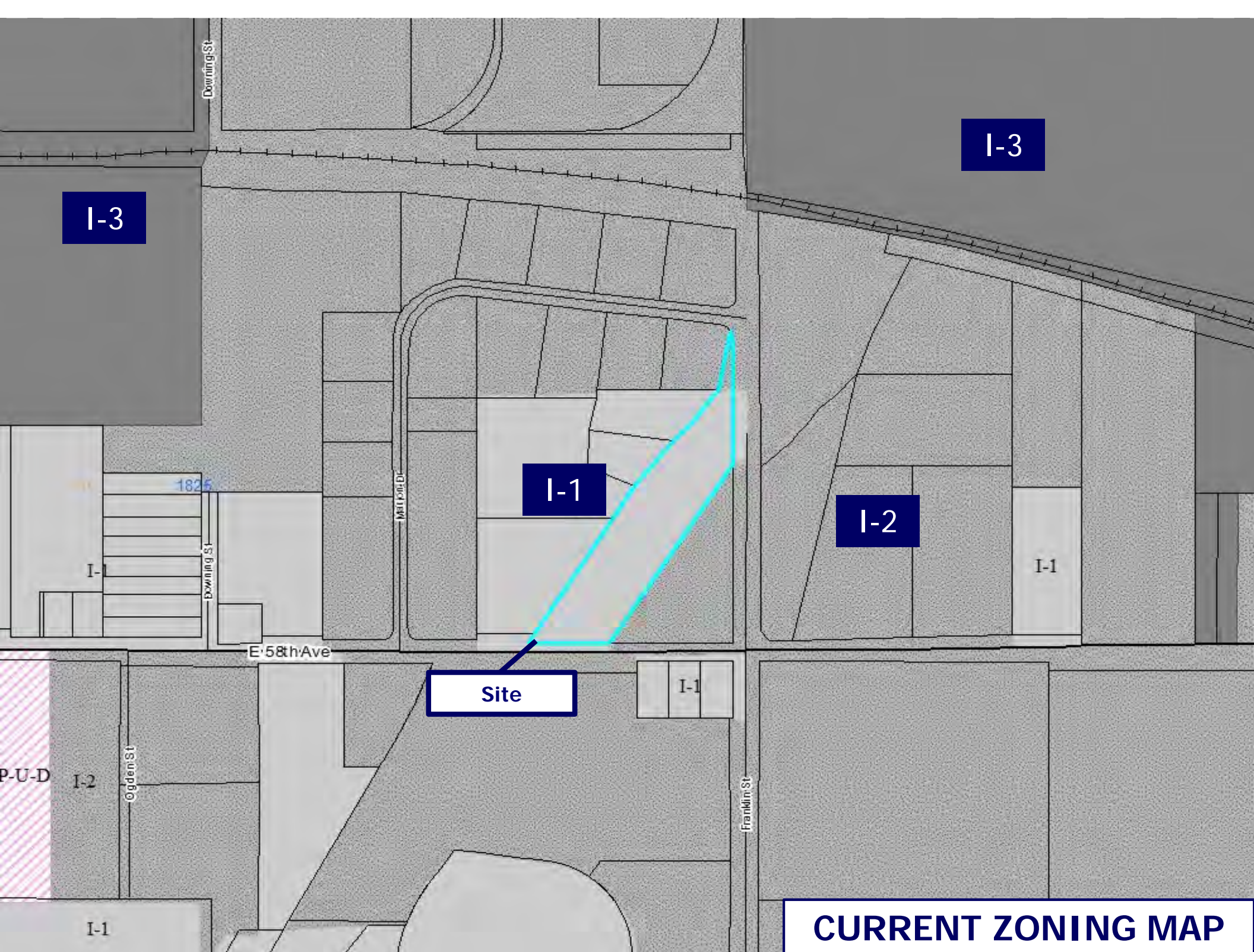
Washington Street

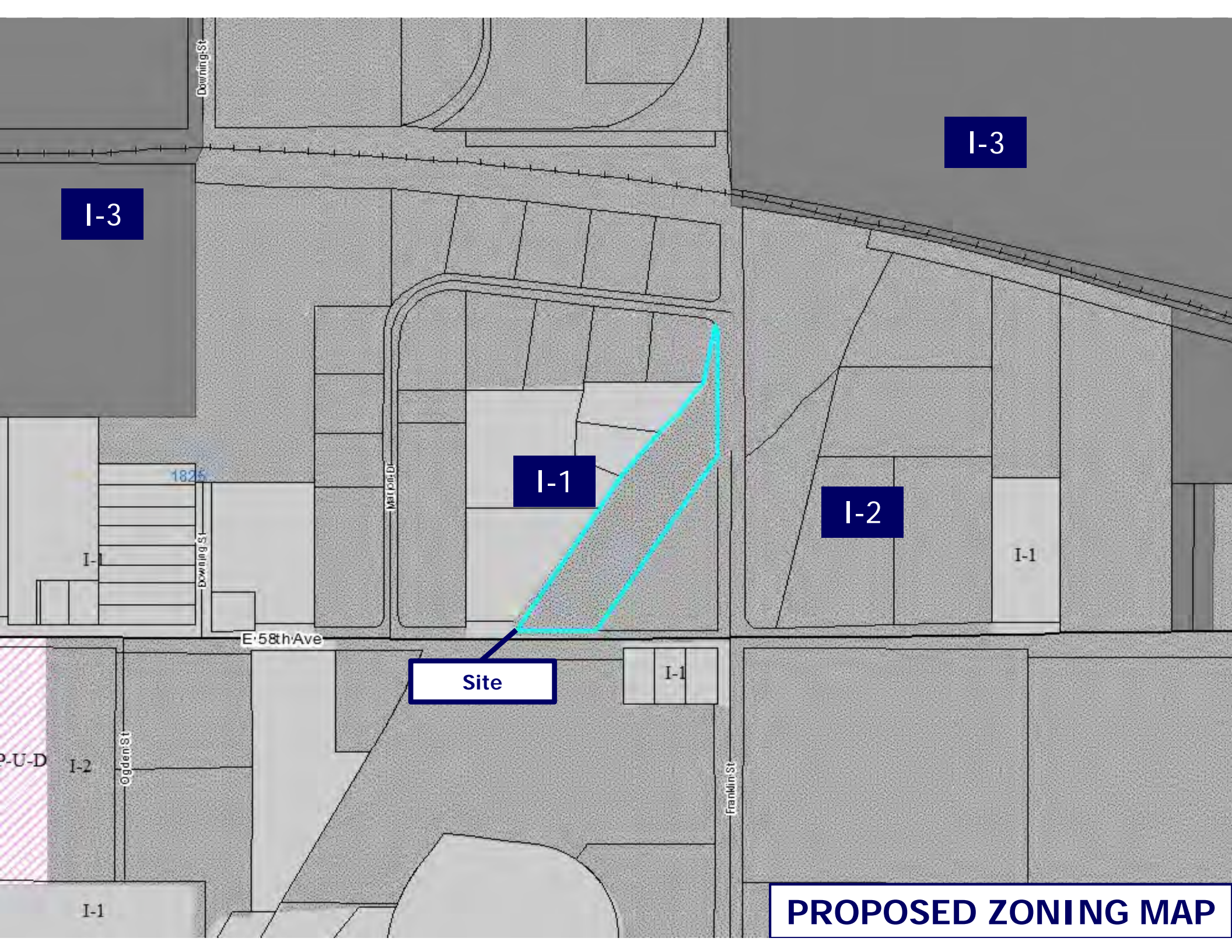
Interstate 25

E. 58th Avenue

Site

AERIAL MAP





I-3

I-3

I-1

I-2

I-1

Site

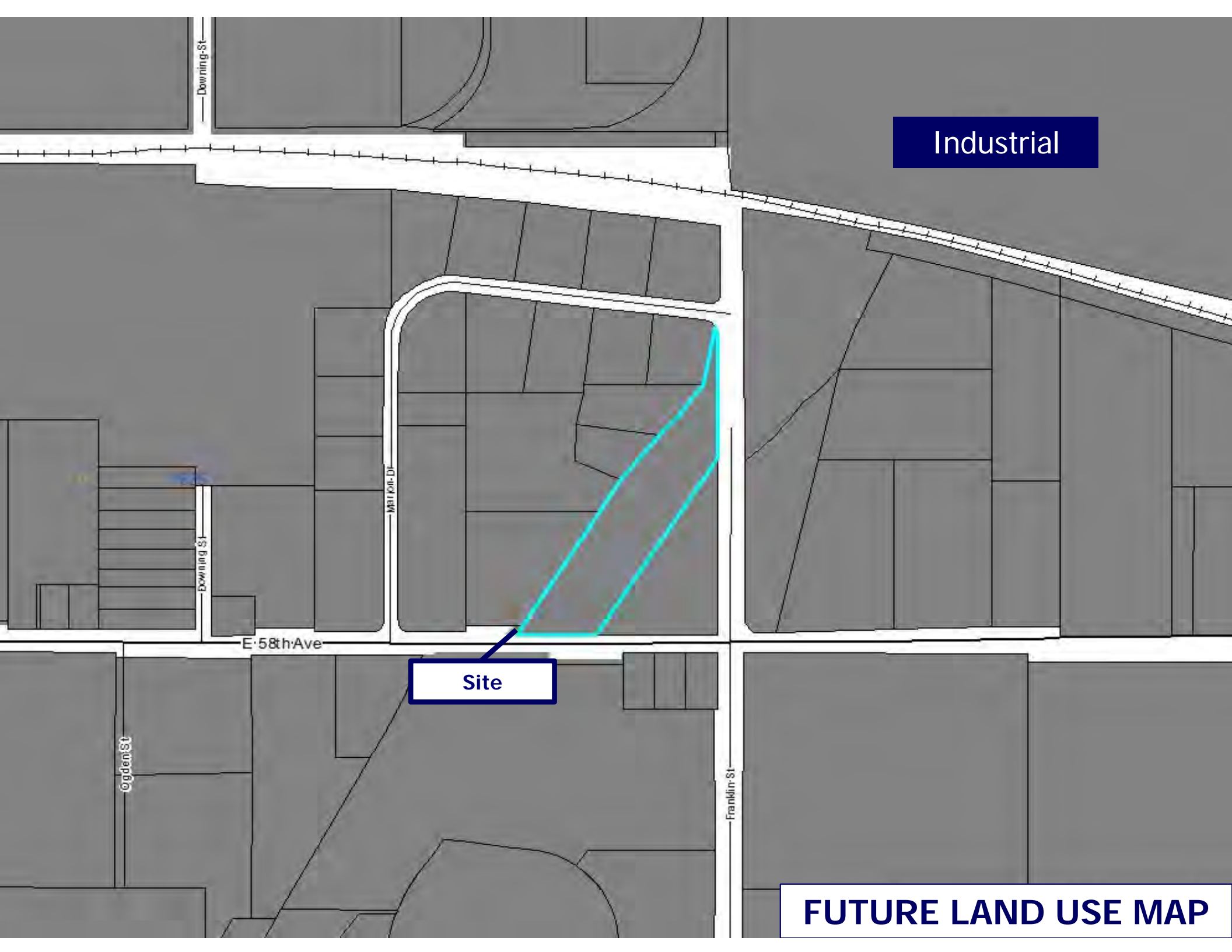
I-1

P-U-D

I-2

I-1

PROPOSED ZONING MAP



Industrial

Site

FUTURE LAND USE MAP

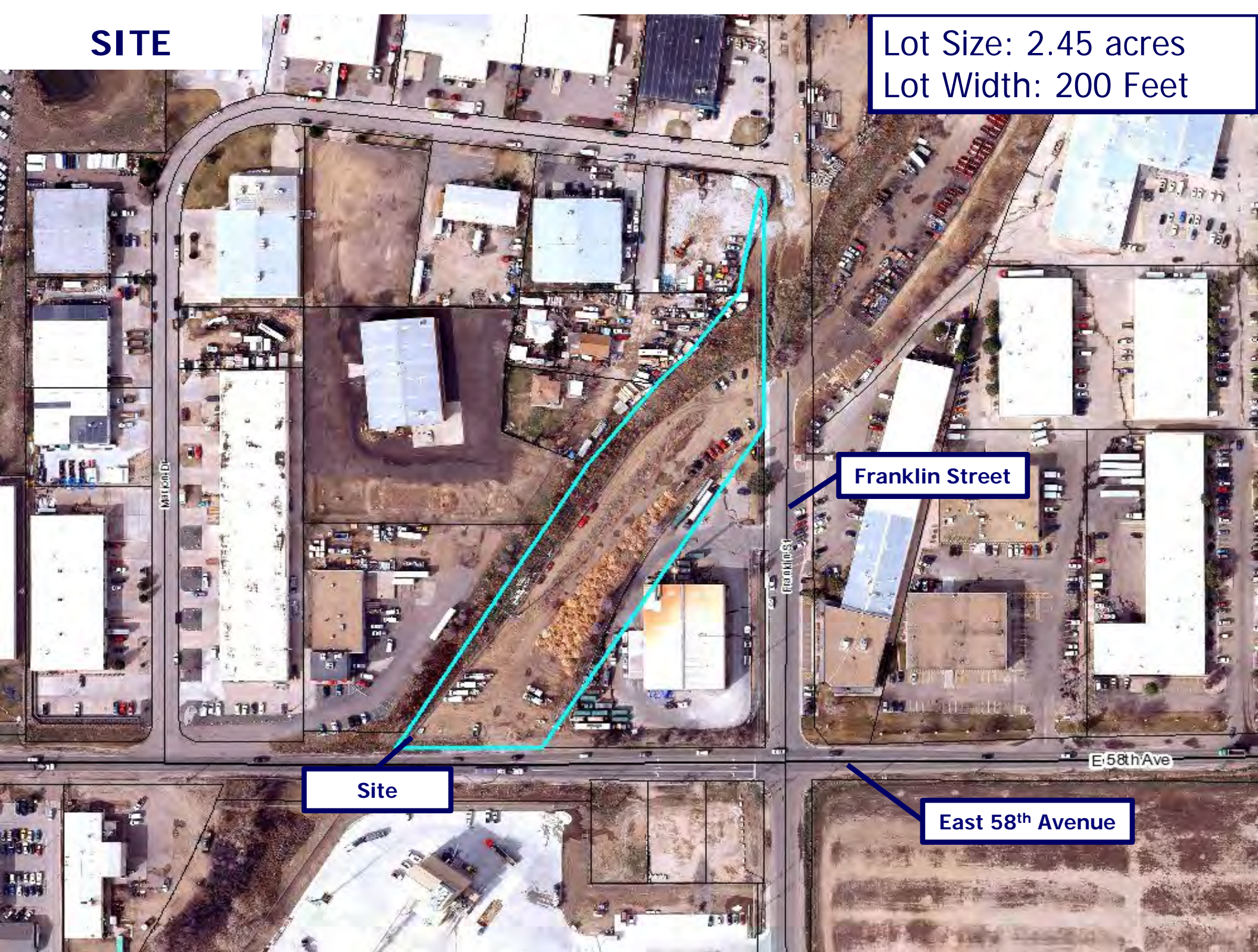
Criteria for Rezoning Approval

Section 2-02-13-06-02

1. Consistent with Comprehensive Plan
2. Consistent with Development Standards
3. Complies to Development Standards
4. Harmonious & Compatible

SITE

Lot Size: 2.45 acres
Lot Width: 200 Feet



Franklin Street

Site

E 58th Ave

East 58th Avenue

North on 58th Ave.



West on 58th Ave.



East on 58th Ave.





Referral Period

Notices sent to property owners*	# of Comments Received
53	0

* Property owners and occupants within 750 feet were notified

Referral Agencies:

- CDOT, CDPHE, TCHD, Xcel
- No opposition or concerns

PC Update

Case heard at the November 8, 2018 Planning Commission hearing.

No members of the public provided testimony at the hearing.

Recommended Approval of the Proposed Rezoning (RCU2018-00030) with 4 Findings-of-Fact.



**COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT
STAFF REPORT**

Exhibits Table of Contents

EXHIBIT 1 – BOCC Staff Report

EXHIBIT 2- Maps

- 2.1 Aerial Map
- 2.2 Zoning Map
- 2.3 Future Land Use Map
- 2.4 Simple Map

EXHIBIT 3- Applicant Information

- 3.1 Applicant Written Explanation
- 3.2 Applicant Final Development Plans
- 3.3 Applicant Final Plat
- 3.4 Applicant Subdivision Improvements Agreement

EXHIBIT 4- Referral Comments

- 4.1 Referral Comments (Adams County)
- 4.2 Referral Comments (Colorado Department of Transportation)
- 4.3 Referral Comments (Colorado Division of Water Resources)
- 4.4 Referral Comments (Colorado Geologic Survey)
- 4.5 Referral Comments (Xcel Energy)

EXHIBIT 5- Citizen Comments

- 5.1 Public Comments (Bishop)
- 5.2 Public Comments (Decker)
- 5.3 Public Comments (Loppnow)
- 5.4 Public Comments (Hatfield)
- 5.5 Public Comments (Matthias)
- 5.6 Public Comments (Smith)

EXHIBIT 6- Associated Case Materials

- 6.1 Request for Comments
- 6.2 Public Hearing Notice
- 6.3 Newspaper Publication Request
- 6.4 Referral Agency Labels
- 6.5 Public Notice Labels
- 6.6 Posting Certificate



**COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT**

STAFF REPORT

Board of County Commissioners

December 11, 2018

CASE No.:PRC2016-00005 CASE NAME: Berkeley Meadows Final Development Plan

Owner's Name:	Del West Development Corp.
Applicant's Name:	JR Engineering
Applicant's Address:	7200 S Alton Way, Suite C400, Centennial, CO 80112
Location of Requests:	2405 West 56 th Avenue
Nature of Requests:	(1) Final Development Plan Development (FDP) to allow 54 single-family dwellings; (2) Major Subdivision Final Plat to create 54 single-family lots; (3) Subdivision Improvements Agreement (SIA)
Zone District:	Planned Unit Development (PUD)
Site Size:	10.17 acres
Proposed Uses:	Residential
Existing Use:	Vacant
Hearing Date:	BoCC: December 11, 2018 / 9:30 a.m.
Report Date:	November 26, 2018
Case Manager:	Greg Barnes
Staff Recommendation:	APPROVAL with 11 Findings-of-Fact and 1 Note.

SUMMARY OF PREVIOUS APPLICATIONS

On February 16, 2016, the Board of County Commissioners approved a rezoning, waiver from street design standards, preliminary development plan, and preliminary plat (PRC2015-00015) for development of 54 single-family dwellings.

SUMMARY OF APPLICATION

Background:

Del West Development Corporation is requesting approval of a final development plan, a major subdivision final plat, and associated subdivision improvements agreement. The proposed development consists of approximately 10-acres of infill residential development including 54 single-family lots and a 0.96 acre open space area. The project also includes construction of a new north-south internal roadway (Zuni Court) to serve the development. This new roadway will be constructed parallel to Zuni Street and will be connected via two internal east-west roads (see Exhibit 3.2).

The application was originally filed in 2016 by Berkeley Estates, LLC. During the review of the application, the ownership changed hands to Del West, and as a result of this transition, additional time was spent by the applicant on revising the application and resubmitting. In addition, a new referral period began, which allowed the public and referral agencies the opportunity to provide additional comments.

The Board of County Commissioners (BoCC) approved a Preliminary Development Plan (PDP) associated with the PUD in 2016. Per Section 2-02-10-04-01 of the County's Development Standards and Regulations, a Final Development Plan and subdivision plat is required prior to development of the site. The proposed request is to comply with requirements for obtaining a Final Development Plan and plat.

Site Characteristics:

The site is approximately 10.2 acres and located on the northwestern corner of the intersection of 56th Avenue and Zuni Street. The property is vacant, and surrounded on the east, south, and west by single-family residential dwellings. Most of these dwellings are one-story in height and were constructed from 1940-1970 with average lot sizes between 6,000 and 11,000 square feet.

Fisher Ditch is located north of the subject property. An industrial-zoned vacant lot is located across Fisher Ditch. The ditch provides a physical barrier between the industrial and residential zone districts. This industrial property has transportation access to its east; and therefore does not require a connection to the road network to the south, across the ditch.

The subject property is located within walking distance of two commuter rail stations. The proposed development is located approximately a half-mile from both Pecos and Clear Creek-Federal stations. The site is located south of RTD's G-Line.

Final Development Plan (FDP):

Per Section 2-02-10-01 of the Adams County Development Standards and Regulations, the objective of a Planned Unit Development (PUD) zone district is to establish an area of land to be developed under unified control or unified plan of development for a number of land uses. Per

Section 3-29-02 of the County's Development Standards and Regulations, a PUD is a form of a customized zone district and therefore modifies development standards such as site area, density, setbacks, and height restrictions.

A PUD allows greater flexibility in the design of a development, more variety and diversification in the relationships between buildings and open spaces while meeting the goals, policies, and objectives of the County's Comprehensive Plan.

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

Housing Type & Design:

The proposed Berkeley Meadows FDP consists of 54 detached single-family dwellings with lot sizes varying from 3,938 to 10,153 square feet in area. The County's single-family (R-1-C) zone district requires a minimum lot size of 7,000 square feet for internal lots and 7,500 square feet for corner lots. The proposed FDP varies from this standard; however, a PUD zone district allows greater flexibility in the design of a development, including density and lot size. The development will consist of single- and two-story structures with a finished living area that ranges between 1,526 and 2,196 square feet. The maximum proposed dwelling height in the FDP is 25 ft which is similar to the height standards of the R-1-C zone district. In addition, all proposed garages in the development will be front loaded and constructed to accommodate parking for two cars. The development also includes a 41,784 sq. ft. open space area along the northern end of the development.

Minimum lot width will be 40 feet, except for corner lots which will have a minimum width of 45 feet. All of the lots will have a minimum depth of 95 feet. Proposed setbacks for dwellings will be 20 feet from front property lines (Zuni Court), 5 feet from side property lines (10 feet for corner lots) with a minimum 10 foot structure separation, and 15 foot setbacks from rear property lines. Rear setbacks would apply to residential lots with property lines adjacent to 56th Avenue and Zuni Street, which do not allow direct access to the properties. The proposed setbacks for the FDP are similar to required setbacks for the R-1-C zone district.

Homes proposed within the project will be comprised of a general architectural theme that will include consideration of color, form, materials, window proportions, and roof forms. Specific elevations were provided with the application (See Exhibit 3.2)

Parking:

All of the homes will be constructed with a two-car attached garage. This is consistent with the County's requirement for two off-street parking spaces for single family dwellings. On-street parking will be permitted within the development on both sides of Zuni Court, W. 56th Place, and W. 57th Avenue.

Open Space:

Per Section 3-29-03-05-06 of the County's Development Standards and Regulations, a minimum of 30% open space is required in all PUDs. Section 3-29-03-05-03 specifies that 25% of this

required open space must be designated for active recreation purposes. 3.05 acres of open space will be required of the subject development to satisfy the 30% open space requirement, and 0.76 acres of that total must be designated for active recreation. The request includes an approximately 0.96 acre open space area on the northern portion of the site and approximately a quarter acre is designated for active recreation.

In addition to the dedicated open space area, the FDP also includes 5-foot wide, detached sidewalks on all internal streets and a 10-foot wide bicycle and pedestrian trail along the western portions of the improved Zuni Street. These sidewalks and the bicycle trail are included in the active recreation requirement. Overall, the development provides 35% open space, and of that open space, 27% is provided for active recreation area requirements. The proposed development exceeds the County's minimum requirements for open space and active recreation.

Major Subdivision (Final Plat):

Per Section 2-02-189 of the County's Development Standards and Regulations, the applicant is requesting a major subdivision (final plat) for the proposed residential development. Currently, the site consists of one single parcel. The applicant's proposal will create 54 residential lots and two tracts for landscaping and open space.

The proposed final plat conforms to the County's Development Standards and Regulations, which includes conformance to an approved preliminary plat. The proposed subdivision has adequate water and sewer facilities provided by the Berkeley Water and Sanitation District. All proposed drainage facilities have also been reviewed and approved by the County's Development Services Engineering. The County Development Services Engineering has also approved construction plans required for the development. The plans shows there will be adequate public infrastructure to support the development. A Subdivision Improvements Agreements, with sufficient collateral, has also been included with the application.

Additionally, 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.

Subdivision Improvement Agreement (SIA):

Per Section 5-02-05 of the County's Development Standards and Regulations, a subdivision improvement agreement is required with a final plat. The agreement is required to address the manner and timing of the completion of all subdivision improvements and responsibility for payment of the costs of improvements associated with the development. A Subdivision Improvements Agreement submitted with the application outlines the Developer's obligation for Public Land Dedication (PLD) fees for schools and parks, and required construction and associated collateral for all public improvements. In 2016, the applicant was granted a waiver to construct a 10 foot wide trail in lieu of 5 foot sidewalks along the western side of Zuni Street.

Per Section 5-05-05 of the Development Standards and Regulations, public land dedication to support schools and parks is a requirement for new subdivisions. The applicant has paid cash-in-lieu of the dedication requirements. A total of \$105,872.25 was provided to support schools, neighborhood parks, and regional parks.

Future Land Use Designation:

The Adams County Comprehensive Plan designates this area as Urban Residential, allowing single and multi-family housing at higher urban densities in locations that are readily accessible to urban services and transportation. The subject proposal consists of approximately 5.5 dwelling units per acre. The development is well connected to surrounding road networks with access to major streets such as Zuni Street and 56th Avenue. The proposal is also centrally located between two RTD commuter rail transit stations. The request is also consistent with the goals of the Comprehensive Plan to provide higher density housing near urban services and transportation.

Additionally, the surrounding properties to the south, east, and west are designated as Urban Residential Future Land Use in the Comprehensive Plan. The properties to the north have designations of Mixed-Use Employment and Open Space. The subject request includes an open space area at the northern portion of the development. This open space will serve as a buffer between the proposed residential uses and the currently vacant industrially-zoned property.

The site is within the Southwest Framework plan, adopted as an amendment to the Comprehensive Plan, which outlines existing conditions and directs future planning efforts in the County. The Framework Plan identifies the southwest portion of the County as containing most of the older, more urbanized areas of the County as well as a wide range and mix of land uses. The Framework Plan references the policies and strategies outlined in the Comprehensive Plan, such as maintaining and enhancing the quality of existing residential neighborhoods and enhancing the area's role as an important gateway to the County. The proposed development would require public improvements such as curb, gutter, and increased sidewalk access, as well as landscape and streetscape improvements to create and improve the health, safety, and image of the area.

Surrounding Zoning Designations and Existing Use Activity:

Northwest I-1 Vacant	North I-1 Vacant	Northeast R-1-C Vacant
West R-1-C Single-Family Residential	Subject Property A-3 Agricultural	East R-1-C Single-Family Residential
Southwest R-2 Single-Family Residential	South R-2 Single-Family Residential	Southeast R-2 Fire Station

Compatibility with the Surrounding Land Uses:

Properties to the west, east, and south of the proposed development are developed as single-family residential. Two properties located north and northeast are vacant. A property located to the southeast of the subject request is developed as the Southwest Adams Fire Station #13. The proposal for single-family dwellings at this location is compatible with the majority of surrounding uses and is compatible with the Comprehensive Plan future land use designation of Urban Residential.

Referral Comments:

Development Services Engineering reviewed the request and informed the applicant that the final site construction and drainage plans have been approved; however, final building permits will not be issued until all public improvements have been constructed, inspected, and preliminarily accepted by the County.

The Colorado Geological Survey (CGS) had no objections to the proposed plat or development plan and provided the applicant with information for construction of foundations at the time of development. CGS identified shallow groundwater and collapsible soil in the area.

Staff Recommendations:

Based upon the application, the criteria for approval for a Final Development Plan, a final plat, and Subdivision Improvements Agreement, and a recent site visit, staff recommends approval of this request with 11 findings-of-fact and 1 note.

RECOMMENDED FINDINGS-OF-FACT

Final Development Plan:

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.

Major Subdivision (Final Plat):

5. The final plat is consistent and conforms to the approved preliminary plat.
6. The final plat is in conformance with the subdivision design standards.

7. The applicant has provided evidence that a sufficient water supply has been acquired in terms of quantity, quality, and dependability for the type of subdivision proposed, as determined in accordance with the standards set forth in the water supply standards.
8. The applicant has provided evidence that a public sewage disposal system has been established and, if other methods of sewage disposal are proposed, adequate evidence indicating that the system complies with state and local laws and regulations.
9. The applicant has provided evidence to show all areas of the proposed subdivision, which may involve soil or topographical conditions presenting hazards or requiring special precautions, have been identified by the applicant and the proposed uses of these areas are compatible with such conditions.
10. The proposed or constructed drainage improvements are adequate and comply with these standards and regulations.
11. Adequate public facilities or infrastructure, or cash-in-lieu, for impacts reasonably related to the proposed subdivision have been constructed or financially guaranteed through cash-in-lieu or a subdivision improvements agreement so the proposed subdivision will not negatively impact the levels of service of the County.

Recommended Note to the Applicant:

1. The applicant shall comply with all building, zoning, fire, engineering, and health codes and regulations during the development of the subject site.

CITIZEN COMMENTS

Number of Notices Mailed (1000 Feet)	Number of Public Comments Received by Staff
638	4

Staff received four comments from surrounding property owners. These property owners did not object to the proposed use of the site for single-family residential dwellings but did state general concerns of increase in traffic from the new development. Other concerns included continuous privacy fencing along West 56th Avenue and Zuni Street, intersection of new local streets with Zuni Street, potential for the bicycle trail and open space to attract transient camps, and a request for the new homes to be oriented toward the existing neighborhood.

The overall street layout of the development provides the best traffic management for the area and the proposed intersections with existing Zuni Street are spaced to provide a safe distance from existing intersections in the area. In addition, staff reviewed a traffic study as part of the application and determined all necessary public improvements were adequately provided with the construction plans. The proposed development allows for traffic to collect on internal streets and funnel through Zuni Street, and will limit access points on Zuni Street and East 56th Avenue. In addition, all open space and trails will be maintained by the home owners association and will provide an amenity to future residents of the development.

Staff evaluated the options for fencing along West 56th Avenue and Zuni Streets. A uniform fencing style has been proposed along these streets to provide privacy screening for the rear yards of the development. The proposal includes landscaping along the privacy fence to mitigate continuous runs of fencing along these roadways.

REFERRAL AGENCY COMMENTS

Responding with Concerns:

Colorado Geologic Survey

Responding without Concerns:

Colorado Department of Transportation (CDOT)

Colorado Division of Water Resources

Xcel Energy

Notified but not Responding / Considered a Favorable Response:

Adams County Fire Protection District

Berkeley Water & Sanitation

Century Link

Comcast

Fisher Ditch Company

Hyland Hills Park & Rec District

Metro Wastewater Reclamation

North Pecos Water & Sanitation

Northridge Estates at Gold Run HOA

Tri-County Health Department

Union Pacific Railroad

US Post Office

US Environmental Protection Agency

Westminster School District #50



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)

Berkeley Meadows

PRC2016-00005

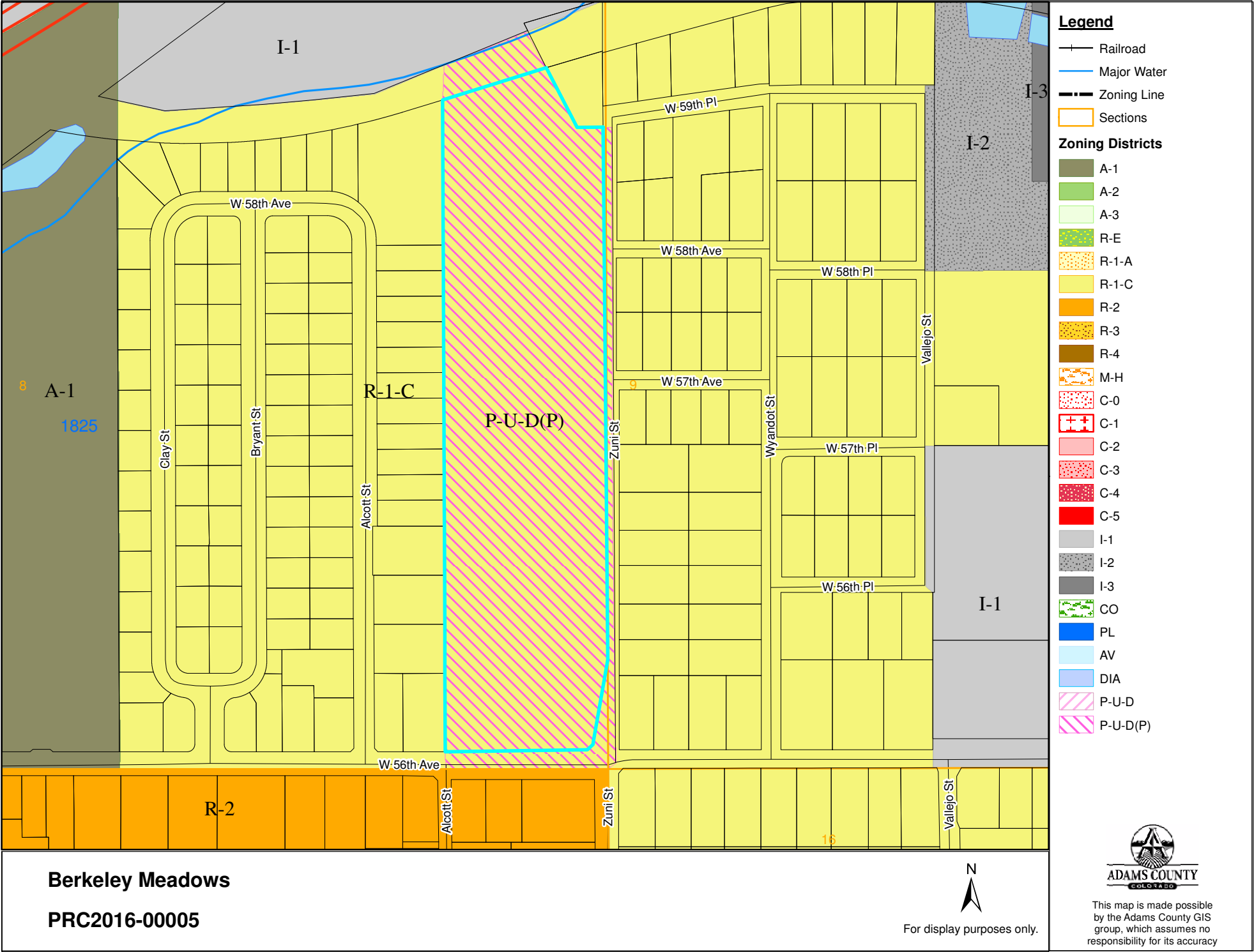


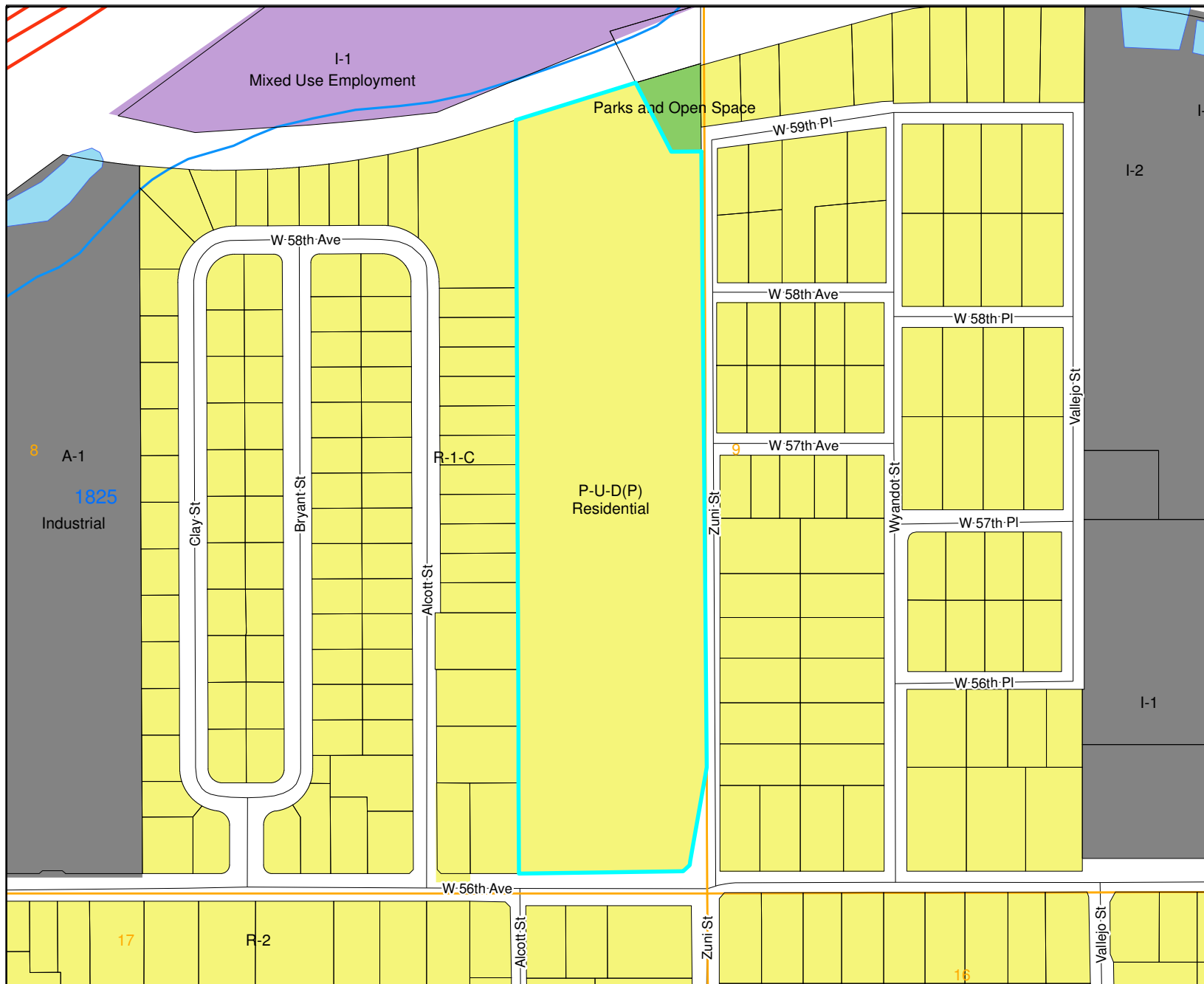
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ADAMS COUNTY

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

Berkeley Meadows

PRC2016-00005

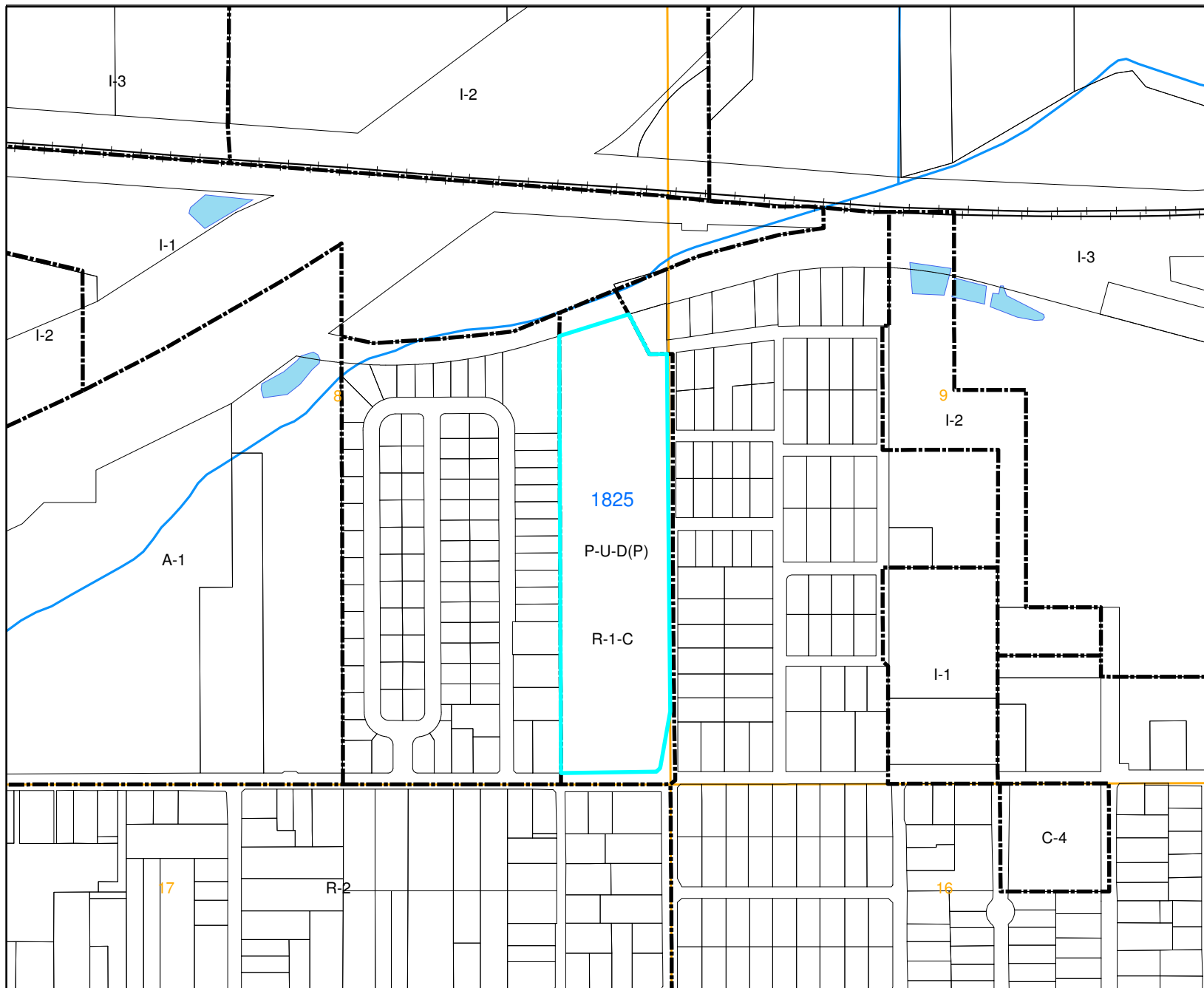


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ADAMS COUNTY
COLORADO

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LEGEND

- ★ Special Zoning Conditions
- 3 Section Numbers
- +— Railroad
- Major Water
- - - Zoning Line
- Sections

Berkeley Meadows

PRC2016-00005



For display purposes only.



ADAMS COUNTY
COLORADO

This map is made possible
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group, which assumes no
responsibility for its accuracy

March 28, 2018

Mr. Greg Barnes
Senior Planner
Adams County
 4430 S. Adams County Parkway
 Brighton, CO 80601



RE: Berkeley Estates Subdivision –Project Re-submittal March 2018

Dear Mr. Barnes:

This letter is attached to a request for a re-submittal of the Final PUD and Final Plat with Adams County staff. We request this project be routed through the departments and agencies to allow the case to be heard in front of the BOCC. We will be providing a revised subdivision improvements agreement (SIA) at a later date upon changes in improvements to be required by public works due to recent code changes. The general terms of the previous SIA will still be applicable with a new schedule of values added and updated dates, ownership names etc. We will be requesting one term change in the SIA to allow initial acceptance of the subdivision allowing homes to be built without the top lift of asphalt. The top lift of asphalt would be completed later in the process but prior to final acceptance.

This project is located at the northwest corner of W. 56th Avenue and Zuni Street. The property address is 2405 W. 56th Ave, which is situated in the southeast quarter of Section 8, Township 3 South, Range 68 West of the sixth principal meridian in Adams County Colorado. The project owner is Berkeley Estates LLC; 4301 Jason Street, Denver, CO 80211. The engineer/ planner and authorized representative for the project is Jim Fitzmorris; JR Engineering, LLC; 7200 South Alton Way, Suite C400; Centennial, Colorado, 80112.

The proposed plan is to complete the process for a Final PUD and Final Plat to permit 54 detached single-family residential homes on the 10.7 acre property. Please see the attached revised documents and other documentation as requested by staff. Public roads dedicated to Adams County are proposed as shown.

The revised PUD provides for minor changes including revised house models for a new prospective builder (Delwest), potential enhancements and changes in allowances to the fencing proposed, change in owner and contact information taking effect upon land sale, deletion of the proposed side-load garage access to 56th Place and 57th Ave, and changes in allowed advertising signs during home sales.

There will be no known negative impacts associated with the proposed project. Project benefits include providing new housing stock to the neighborhood to improve surrounding property values, improvements to Zuni Street as described below, and utility and drainage infrastructure improvements.

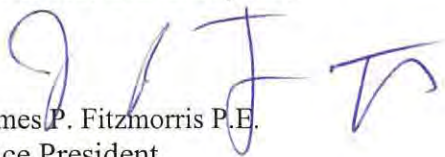
Zuni Street will be improved to a safe and efficient roadway in place of its current extremely degraded and unsafe condition. These improvements will remove a liability from Adams County and provide the neighborhood with a viable roadway as well as a path for emergency vehicles to use which does not exist today. Zuni Street is proposed to include a regional trail and landscape buffer on the west side of the road and a new curb and gutter and driveway improvements on the east side. 30 feet of new Right of Way (ROW) are proposed to be added to the existing Zuni Street ROW to provide an appropriate street section.

We request Adams County support for this plan. The project is expected to begin construction as soon as planning and engineering approvals can be gained and permits can be applied for.

Sincerely,

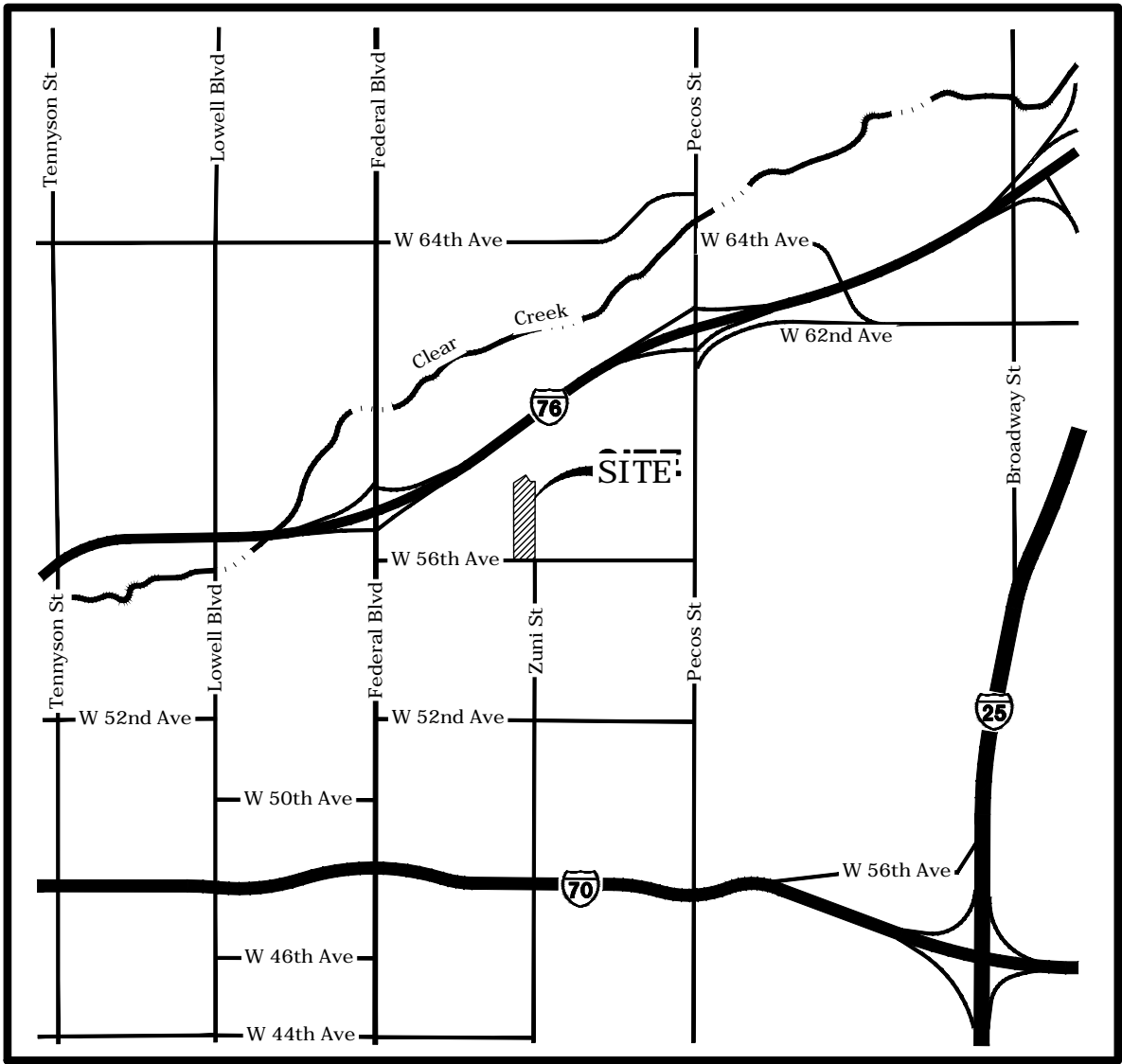
JR ENGINEERING, LLC

James P. Fitzmorris P.E.
Vice President

A handwritten signature in blue ink, appearing to read 'J.P. Fitzmorris', is written over the printed name and title.

BERKELEY MEADOWS
PLANNED UNIT DEVELOPMENT - FINAL DEVELOPMENT PLAN

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 8,
TOWNSHIP 3 SOUTH, RANGE 68 WEST, 6TH PRINCIPAL MERIDIAN,
COUNTY OF ADAMS, STATE OF COLORADO



VICINITY MAP:
SCALE: 1" = 3,000' (2 MILE RADIUS)

SHEET INDEX - FDP:

DESCRIPTION	SHEET #
COVER SHEET	1
NARRATIVE AND NOTES	2 - 3
SITE PLAN	4 - 5
DETAILS	6 - 9
TYPICAL HOUSE ELEVATIONS	10 - 16

PROPERTY OWNER

DELWEST DEVELOPMENT CORP.
ATTN: DARRELL SCHREINER
155 S. MADISON ST. #326
DENVER, CO, 80209

ENGINEER/PLANNER

JR ENGINEERING, LLC
ATTN: JIM FITZMORRIS, PE
7200 SOUTH ALTON WAY, SUITE C400
CENTENNIAL, CO 80112
P~303.267.6185
JFITZMORRIS@JRENGINEERING.COM

SURVEYOR

JR ENGINEERING, LLC
ATTN: JARROD ADAMS, PLS
7200 SOUTH ALTON WAY, SUITE C400
CENTENNIAL, CO 80112
P~303.740.9393
JADAMS@JRENGINEERING.COM

LANDSCAPE ARCHITECT

JR ENGINEERING, LLC
ATTN: KEN MERRITT, APA RLA
7200 SOUTH ALTON WAY, SUITE C400
CENTENNIAL, CO 80112
P~303.267.6233
KMERRITT@JRENGINEERING.COM

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, ADAMS COUNTY, COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SE 1/4 SECTION 8, THENCE NORTH ALONG SECTION LINE FOR 1464 FEET TO SOUTH LINE OF COLORADO AND SOUTHERN RAIL ROAD RIGHT OF WAY, THENCE IN A SOUTHWESTERLY DIRECTION ALONG SAID COLORADO AND SOUTHERN RAIL ROAD RIGHT OF WAY TO A POINT 331.75 FEET WEST OF EAST LINE OF SAID SECTION AND THENCE SOUTH 1364 FEET TO SOUTH LINE SAID SECTION THENCE EAST 331.75 FEET TO PLACE OF BEGINNING.

EXCEPT ROAD ON SOUTH SIDE AS PER DEED OF RECORD, THE PROPERTY CONVEYED BY THE PERSONAL REPRESENTATIVE'S DEED DATED MARCH 12, 2009 AND RECORDED MARCH 12, 2009 AT RECEPTION NO. 2009000017688, AND THE PROPERTY CONVEYED BY THE PERSONAL REPRESENTATIVE'S DEED DATED MARCH 12, 2009 AND RECORDED MARCH 12, 2009 AT RECEPTION NO. 2009000017689.

THE ABOVE DESCRIBED PROPERTY ALSO BEING DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING MONUMENTED BY A 3-1/4" ALUMINUM CAP MARKED "PLS 16406, 1996" AT THE SOUTHEAST CORNER AND A 3-1/4" ALUMINUM CAP MARKED "PLS 20160, 1998" AT THE EAST QUARTER CORNER, BEING ASSUMED TO BEAR S00°13'28"E A DISTANCE OF 2640.17 FEET.

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 8;

THENCE ON SAID EAST LINE OF THE SOUTHEAST QUARTER, N00°13'28W 222.47 FEET, TO A POINT ON THE NORTHERLY LINE OF THAT PARCEL AS DESCRIBED AT RECEPTION NO. 2009000017688, AND THE POINT OF BEGINNING;

THENCE ON SAID NORTHERLY LINE THE FOLLOWING FOUR (4) COURSES:

- S10°00'01"W A DISTANCE OF 168.18 FEET;
- S08°59'41"W A DISTANCE OF 6.85 FEET;
- S45°32'10"W A DISTANCE OF 15.93 FEET;
- S89°12'23"W A DISTANCE OF 289.40 FEET, TO A POINT BEING 331.75 FEET WEST OF SAID EAST LINE OF THE SOUTHEAST QUARTER,

THENCE N00°13'28"W A DISTANCE OF 460.01 FEET, TO THE SOUTHEAST CORNER OF NORTHRIDGE ESTATES AT GOLD RUN SUBDIVISION AS DESCRIBED UNDER RECEPTION NUMBER C0700025;

THENCE ON THE EAST LINE OF SAID SUBDIVISION, N00°13'28"W A DISTANCE OF 869.57 FEET, TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF THE COLORADO AND SOUTHERN RAIL ROAD AS DESCRIBED IN BOOK 3475 AT PAGE 305;

THENCE ON SAID SOUTHERLY RIGHT OF WAY, N73°09'25"E A DISTANCE OF 227.36 FEET, TO A POINT ON THE WESTERLY LINE OF THAT PARCEL AS DESCRIBED AT RECEPTION NO. 2009000017689;

THENCE ON SAID WESTERLY LINE THE FOLLOWING TWO (2) COURSES:

- S26°51'36"E A DISTANCE OF 135.81 FEET;
- N89°46'28"E A DISTANCE OF 53.00 FEET TO A POINT ON SAID EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 8;

THENCE ON SAID EAST LINE OF THE SOUTHEAST QUARTER, S00°13'28"E A DISTANCE OF 1086.95 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS AN OVERALL CALCULATED AREA OF 441,825 SQUARE FEET OR 10.143 ACRES.

ADDITIONS AND DELETIONS:

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

PLANNING COMMISSION APPROVAL

APPROVED BY THE ADAMS COUNTY PLANNING COMMISSION THIS ____ DAY OF ____, 20__

CHAIR

CERTIFICATE OF OWNERSHIP:

DELWEST DEVELOPMENT CORP. BEING THE OWNER OF BERKELEY MEADOWS LOCATED IN THE COUNTY OF ADAMS, STATE OF COLORADO, HEREBY SUBMIT THIS PLANNED UNIT DEVELOPMENT - FINAL DEVELOPMENT PLAN AND AGREE TO PERFORM UNDER THE TERMS NOTED HEREON.

BY: _____
STATE COLORADO)
COUNTY OF ADAMS)

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

NOTARY PUBLIC _____

MY COMMISSION EXPIRES: _____

BOARD OF COUNTY COMMISSIONERS APPROVAL:

APPROVED BY THE ADAMS COUNTY BOARD OF COMMISSIONERS THIS ____ DAY OF ____, 20__

CHAIR

CERTIFICATE OF THE CLERK AND RECORDER:

THIS FINAL DEVELOPMENT PLAN WAS FILED FOR RECORD IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER IN THE STATE OF COLORADO AT ____ M. ON THE ____ DAY OF ____, 20__.

COUNTY CLERK AND RECORDER

BY DEPUTY: _____

COVER SHEET
BERKELEY MEADOWS
JOB NO. 15565.00
DATE 10/17/18



Centennial 303-740-9393 • Colorado Springs 719-593-2593
Fort Collins 970-491-9888 • www.jrengineering.com

BERKELEY MEADOWS

PLANNED UNIT DEVELOPMENT - FINAL DEVELOPMENT PLAN

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 8,
TOWNSHIP 3 SOUTH, RANGE 68 WEST, 6TH PRINCIPAL MERIDIAN,
COUNTY OF ADAMS, STATE OF COLORADO

EXPLANATION OF THE PUD

THE BERKELEY MEADOWS FINAL DEVELOPMENT PLAN (FDP) CREATES A SINGLE-FAMILY DETACHED RESIDENTIAL COMMUNITY CONSISTING OF 54 LOTS, A POCKET PARK, TRAILS, OPEN SPACE, SIGNIFICANT RIGHT-OF-WAY DEDICATION, AND STREETScape LANDSCAPING ON APPROXIMATELY 10.14 ACRES. THE INTENT OF THE PUD IS TO ALLOW FOR DESIGN FLEXIBILITY WITH LOT SIZES, BUILDING SETBACKS, AND STREET DESIGN, WHILE PROVIDING NEEDED COMMUNITY IMPROVEMENTS AND MAINTAINING COMPATIBILITY WITH SURROUNDING NEIGHBORHOODS. THE PLANNING AND DESIGN OF BERKELEY MEADOWS PUD SHALL CONFORM AND BE CONSISTENT WITH THE ADAMS COUNTY SUBDIVISION REGULATIONS AND ENGINEERING STANDARDS, UNLESS OTHERWISE SET FORTH IN THE PRELIMINARY OR FINAL PUD PLAN.

KEY FEATURES

- 54 SINGLE FAMILY DETACHED LOTS.
- TWO ACCESS POINTS OFF OF ZUNI STREET AT W. 56TH PLACE AND W 57TH AVENUE.
- ALL HOMES WILL FRONT OFF OF A NEW NORTH-SOUTH INTERNAL STREET THAT HAS A CUL-DE-SAC AT EACH END.
- OVERALL DENSITY IS COMPATIBLE WITH THE SURROUNDING NEIGHBORHOODS.
- HIGH QUALITY NEIGHBORHOOD AND SINGLE-FAMILY DETACHED HOMES.
- DEVELOPMENT STANDARDS BASED ON UNDERLYING ZONING OF R-1-C WITH THE ONLY DIFFERENCES RELATED TO MINIMUM LOT WIDTHS, SETBACKS , AND LIMITING USES TO PROMOTE COMPATIBILITY WITH SURROUNDING SINGLE FAMILY NEIGHBORHOODS.
- VARIETY OF LOT SIZES FROM 3,938 TO 10,153 SQUARE FEET.
- MINIMUM LOT WIDTH AT STREET FRONTAGE WILL BE 40 FEET ON STRAIGHT STREETS, 45 FEET AT CORNER LOTS AND 40 FEET AT CUL-DE-SACS.
- MOST LOTS WILL HAVE A DEPTH OF APPROXIMATELY 125 FEET, ALLOWING FOR INCREASED SETBACK DISTANCES BETWEEN SURROUNDING NEIGHBORHOODS.
- ACTIVE POCKET PARK.
- COMMUNITY WILL HAVE AN HOA AND COVENANT CONTROLS PRIOR TO THE CLOSING OF THE FIRST HOME SALE.
- PROVIDE NEEDED INFRASTRUCTURE TO ZUNI STREET BY WIDENING THE EXISTING UNSERVICEABLE STREET, ADDING CURB AND GUTTER ON BOTH SIDES OF THE STREET, AND BUILDING A NEW STREET WITH 28 FEET OF ASPHALT AND PROVIDING CURB, GUTTER AND A 10-FOOT WIDE ATTACHED SIDEWALK ALONG ZUNI STREET'S WESTERN EDGE.
- AT THE REQUEST OF DENVER WATER, LOOP DEAD-END WATER LINES WILL BE CONNECTED.

EXPECTED DENSITIES & COVERAGE

BERKELEY MEADOWS PUD SHALL HAVE A MAXIMUM OF 54 HOMES ON A TOTAL OF 10.14 ACRES, FOR AN OVERALL GROSS DENSITY OF 5.3 DWELLING UNITS PER ACRE (DU/AC). BUILDING COVERAGE WILL BE LESS THAN FORTY PERCENT (40%) OF THE LOT AREA. THE TOTAL LOT AREA FOR ACCESSORY BUILDINGS SHALL NOT EXCEED TWENTY-FIVE PERCENT (25%) OF THE LOT AREA. THE TOTAL FLOOR AREA FOR ACCESSORY STRUCTURES MUST BE NO MORE THAN SIXTY (60%) OF THE FIRST FLOOR AREA OF THE DWELLING UNIT. IN NO CIRCUMSTANCES MAY THE TOTAL SQUARE FOOTAGE OF ACCESSORY STRUCTURES BE MORE THAN 500 SQUARE FEET PER LOT.

LAND USE LEGEND

LAND USE SUMMARY	ACRES	% OF TOTAL
MAXIMUM NET DEVELOPABLE (LOT AREA)	6.565	64.7%
MAXIMUM COMBINED OPEN SPACE AND ROW DEDICATION	3.578	35.3%
TOTAL SITE AREA	10.143	100%

OPEN SPACE & RIGHT OF WAY DEDICATION

LAND USE SUMMARY	ACRES	% OF TOTAL OPEN SPACE
ACTIVE OPEN SPACE AREA		
TRACT A	0.951	27.19%
REGIONAL TRAIL	0.292	8.35%
ROADWAY (ZUNI STREET)	0.529	15.12%
RIGHT OF WAY (ZUNI COURT, W. 57TH AVE., W. 56TH PLACE)	1.726	49.34%
TOTAL	3.498	100.0%

DEVELOPMENT STANDARDS

ZONE CHARACTERISTICS	BERKELEY MEADOWS PUD
MAX. NUMBER OF SF DETACHED HOMES	54
MINIMUM LOT SIZE	3,938
CORNER LOTS	5,587
MINIMUM LOT WIDTH (INTERNAL)	40 FEET (EXCEPT CUL-DE-SACS)
MINIMUM LOT WIDTH CUL-DE-SACS	40.2 FEET
MINIMUM LOT WIDTH (CORNER)	45 FEET
MINIMUM FLOOR AREA FOR DWELLING	1,100 S.F.
MAXIMUM TOTAL FLOOR AREA ACCESSORY STRUCTURES	500 S.F.
MAX FLOOR AREA FOR ACCESSORY STRUCTURES AS A PERCENTAGE OF DWELLING UNIT'S FIRST FLOOR AREA	60%

MIN. SETBACKS - PRINCIPAL STRUCTURE AND ACCESSORY STRUCTURES:

FRONT	20 FEET
SIDE	5 FEET FROM PROPERTY LINE AND 10 FEET BETWEEN STRUCTURES
SIDE CORNER	10 FEET
REAR	15 FEET
ROW - LOCAL OR COLLECTOR	FRONT 20 FEET; REAR 15 FEET; SIDE 10 FEET

MAXIMUM HEIGHT

DWELLING (1 & 2 STORY DWELLING)	HEIGHT AS ALLOWED BY ADAMS COUNTY R-1-C ZONE DISTRICT STANDARDS
ACCESSORY	HEIGHT AS ALLOWED BY ADAMS COUNTY R-1-C ZONE DISTRICT STANDARDS

USES RESTRCTIONS AND PERFORMANCE STANDARDS

BERKELEY MEADOWS IS A SMALL INFILL DEVELOPMENT INTENDED TO BE COMPATIBLE WITH THE SURROUNDING SINGLE FAMILY NEIGHBORHOOD IN TERMS OF DENSITY AND USES. THE PUD WILL RETAIN THE SAME USE RESTRICTIONS AS THE UNDERLYING ZONE DISTRICT (R-1-C).

PERFORMANCE STANDARDS

UNLESS OTHERWISE SET FORTH IN THE PUD, THE PLANNING, DESIGN, OPERATION AND DEVELOPMENT OF BERKELEY MEADOWS PUD MUST MEET PERFORMANCE STANDARDS SET FORTH IN *SECTION 4-07* RESIDENTIAL USE PERFORMANCE STANDARDS ADAMS COUNTY DESIGN REQUIREMENTS AND PERFORMANCE STANDARDS SET FORTH IN SECTION 4-07 RESIDENTIAL USE PERFORMANCE STANDARDS ADAMS COUNTY DESIGN REQUIREMENTS AND PERFORMANCE STANDARDS.

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 ADAMS COUNTY DEVELOPMENT STANDARDS AND REGULATIONS, ARE PROHIBITED.

ARCHITECTURAL GUIDELINES

HOMES WITHIN THE PROJECT SHALL BE COMPRISED OF A GENERAL OVERALL ARCHITECTURAL THEME THAT INCLUDES THE CONSIDERATION OF COLOR, THE BUILDING FORM, SIDING AND BASE MATERIALS, WINDOW PROPORTIONS, ROOF FORMS, AND OTHER BUILDING ELEMENTS WHICH COMBINE TO CREATE AN OVERALL APPEALING AND COMPATIBLE EFFECT. EXTERIOR OF ACCESSORY STRUCTURES SHALL MATCH COLOR AND MATERIAL OF THE HOMES.

COVENANTS AND HOMEOWNERS ASSOCIATION

COVENANTS, CONDITIONS AND RESTRICTIONS FOR BERKELEY MEADOWS PUD WILL BE RECORDED WITH ADAMS COUNTY PRIOR TO THE CLOSING OF THE FIRST HOME SALE.

OWNERSHIP AND MAINTENANCE OF COMMON AREAS

THE HOA WILL OWN AND MAINTAIN TRACT A AND B, WHICH INCLUDES THE DETENTION POND AND POCKET PARK AND ALL ITS AMENITIES. THE HOA WILL ALSO BE RESPONSIBLE FOR AND MAINTAIN THE STREETScape ALONG THE WESTERN EDGE OF ZUNI STREET (6 FOOT STRIP BETWEEN THE 10 FOOT SIDEWALK AND PRIVACY FENCE) AND THE STREETScape ALONG AND WITHIN THE RIGHT-OF-WAY OF 56TH AVENUE, 56TH PLACE AND 57 AVENUE. THE HOA WILL OWN AND MAINTAIN ALL MAILBOX KIOSKS.

LANDSCAPE DEVELOPMENT

COMMON AREA LANDSCAPE FEATURES:

- THE COMMUNITY POCKET PARK WILL INCLUDE A CHILDREN'S PLAY FEATURE WITH REQUIRED ACCESSIBLE ACCESS AND RESILIENT SAFETY SURFACING, BENCHES AND TRASH RECEPTACLES, CONCRETE ACCESS WALKS, AND LANDSCAPING. AN IRRIGATED TURF AREA WILL ALSO BE PROVIDED FOR FREE PLAY ACTIVITIES.
- STREETScape ALONG ZUNI STREET WILL CONSIST OF TREES, SHRUBS AND ORNAMENTAL GRASSES IN LANDSCAPE BEDS WITH DECORATIVE ROCK AND/OR BARK MULCH OVER WEED BARRIER FABRIC. A LOW WATER TEXAS HYBRID BLUEGRASS BLEND OF SOD OR SIMILAR WILL BE PROVIDED IN THE PARK LANDSCAPING. ALL LANDSCAPE BEDS AND TURF WILL BE SERVED BY A PERMANENT AUTOMATIC UNDERGROUND IRRIGATION SYSTEM.
- THE DETENTION BASIN WILL BE SEEDED WITH A DROUGHT TOLERANT NATIVE GRASS SEED MIX AND ESTABLISHED WITH A SEPARATELY ZONED TEMPORARY ABOVE GROUND IRRIGATION SYSTEM.

RESIDENTIAL LANDSCAPE STANDARDS

FRONT YARDS SHALL BE LANDSCAPED BY THE BUILDER PRIOR TO OCCUPANCY. FRONT YARD LANDSCAPING SHALL INCLUDE ONE (1) 2" CALIPER DECIDUOUS TREE, THREE (3) 5-GALLON DECIDUOUS SHRUBS, AND A COMBINATION OF IRRIGATED SOD AND ROCK MULCH. EACH LOT/HOME OWNER SHALL BE REQUIRED TO INSTALL REAR YARD LANDSCAPING WITHIN ONE YEAR OF OCCUPANCY. EACH LOT/HOME OWNER SHALL BE RESPONSIBLE TO MAINTAIN THE FRONT SIDE AND REAR LOT LANDSCAPING IN A MANNER CONSISTENT WITH THE REQUIREMENT OF THE HOME OWNERS ASSOCIATION COVENANTS, CONDITIONS, AND RESTRICTIONS. IN THE CASE OF REAR FENCE GATES, HOMEOWNERS WILL WORK WITH HOA TO RELOCATE PLANT MATERIALS TO ACCOMMODATE GATE.

SETBACK NOTE

NOTE THAT ANY PORTION OF THE STRUCTURE WITHIN THE 5 FOOT SETBACK (ONLY TO INCLUDE CANTILEVERS FOR CLOSETS OR FIRE PLACES OR ROOF OVERHANGS) SHALL MEET CURRENT BUILDING CODE FOR FIRE RATED CONSTRUCTION. ANY CANTILEVERS SHALL BE NO MORE THAN 2 FEET INTO THE SETBACK. ANY ROOF OVERHANGS SHALL BE NO MORE THAN 18 INCHES INTO THE SETBACK.

ESTIMATED TIMETABLE FOR DEVELOPMENT

THE SITE IMPROVEMENTS FOR THE PROJECT WILL BE COMPLETED WITHIN 2 YEARS OF FINAL PUD APPROVAL. LOT AND HOME SALES ARE EXPECTED TO BE COMPLETED WITHIN 4 YEARS OF THE FINAL PUD APPROVAL. TRACT A IMPROVEMENTS AND LANDSCAPING TO BE COMPLETED PRIOR TO THE FIRST CERTIFICATE OF OCCUPANCY BEING ISSUED.

NARRATIVE AND NOTES
BERKELEY MEADOWS
JOB NO. 15565.00
DATE 10/17/18



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BERKELEY MEADOWS
PLANNED UNIT DEVELOPMENT - FINAL DEVELOPMENT PLAN

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 8,
TOWNSHIP 3 SOUTH, RANGE 68 WEST, 6TH PRINCIPAL MERIDIAN,
COUNTY OF ADAMS, STATE OF COLORADO

ACCESS AND CIRCULATION

THE PROJECT WILL BE ACCESSED FROM ZUNI STREET VIA W. 56TH PLACE OR W. 57TH AVENUE. BOTH ENTRY STREETS - 57TH AVENUE AND 56TH PLACE - WILL BE DEDICATED AS A 50-FOOT RIGHT-OF-WAY (ROW) THAT WILL INTERSECT WITH AN INTERNAL LOCAL STREET - ZUNI COURT (58-FOOT ROW) THAT HAS A CUL-DE-SAC ON ITS NORTH AND SOUTH END. ALL LOTS WILL FACE AND ACCESS OFF OF ZUNI COURT, REAR GATES WILL BE ALLOWED ALONG 56TH AVENUE AND ZUNI STREET FOR PEDESTRIAN ACCESS. NO INDIVIDUAL LOT VEHICLE ACCESS WILL BE ALLOWED OFF ZUNI STREET OR W. 56TH AVENUE.

PARKING

ON-STREET PARKING

ZUNI COURT: PARKING WILL BE PERMITTED ON BOTH SIDES OF THE STREET.

MINIMUM OFF-STREET PARKING REQUIREMENTS

2.5 OFF-STREET PARKING SPACES PER SINGLE FAMILY DETACHED HOME

UTILITY SERVICES

ALL DRY UTILITIES WITHIN INTERNAL LOTS AND STREETS WILL BE BURIED UNDERGROUND.

WATER: DENVER WATER

SANITARY SEWER: BERKELEY SANITATION DISTRICT

PHONE: CENTURY LINK

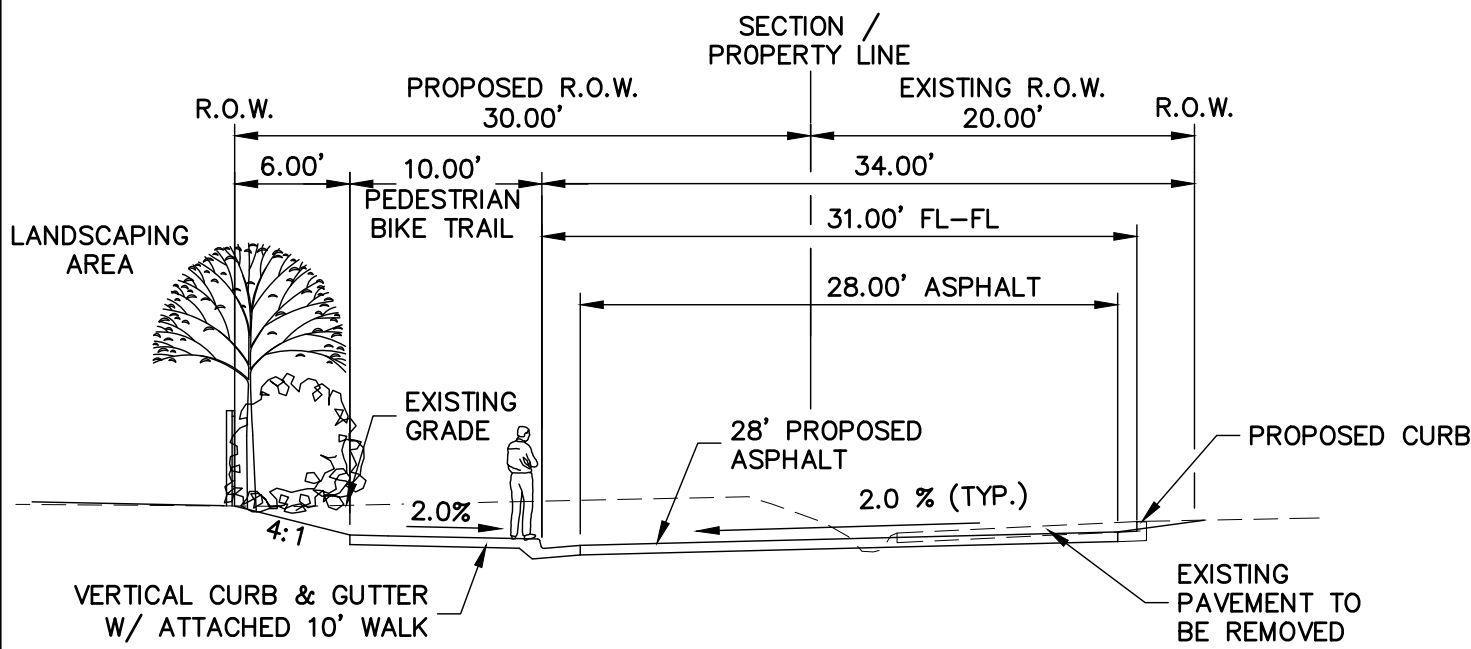
NATURAL GAS AND ELECTRIC: XCEL ENERGY

CABLE: COMCAST

FIRE PROTECTION: ADAMS COUNTY FIRE PROTECTION DISTRICT

TRASH PICKUP: COMMERCIAL SERVICE PROVIDED BY CONTRACT WITH HOA

STREET STANDARDS



ZUNI STREET

LOCAL STREET CLASSIFICATION (PUBLIC)

ROW WIDTH: 50 FEET.

ASPHALT WIDTH: 28 FEET.

FLOWLINE TO FLOWLINE WIDTH: 31 FEET.

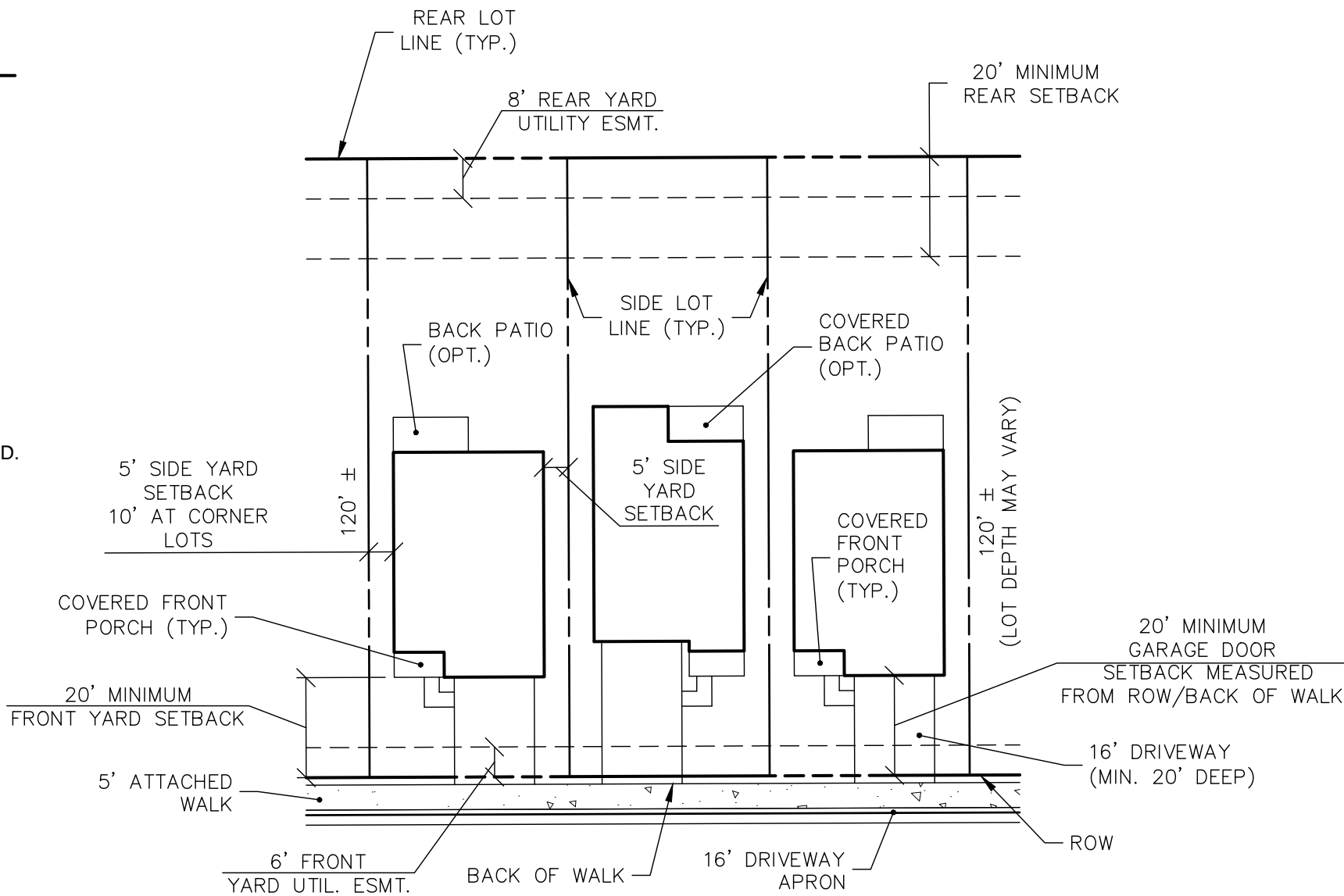
CURB AND 1' OUTFALL GUTTER ALONG EASTERN EDGE.

CURB & INFALL GUTTER AND 10 FOOT PEDESTRIAN/BIKE TRAIL ALONG THE WESTERN EDGE.

PARKING WILL BE PERMITTED ON THE EAST SIDE OF THE ROAD ONLY.

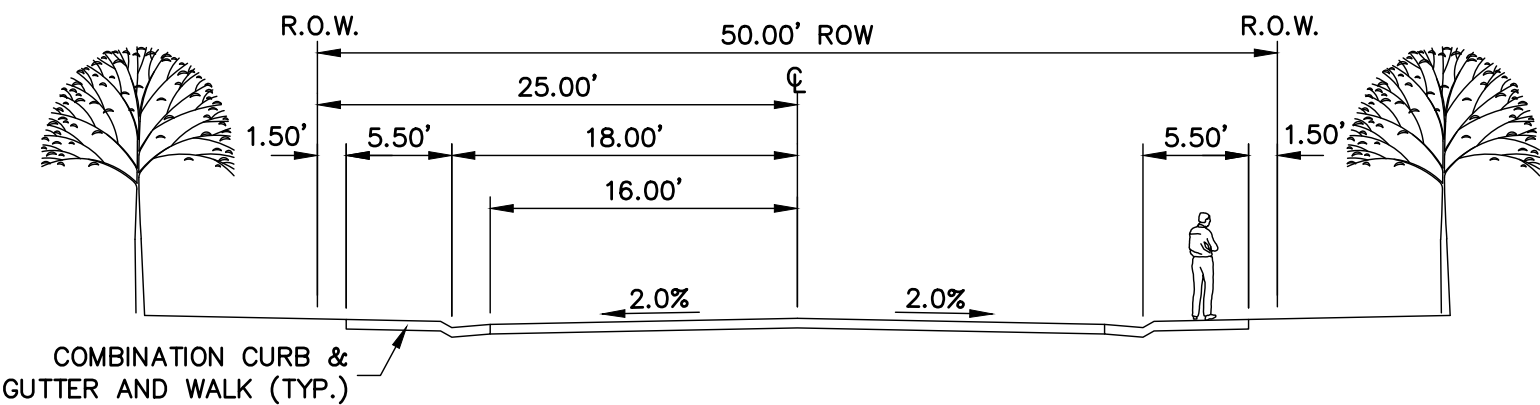
SIGNAGE

A PROJECT IDENTIFICATION ENTRY MONUMENT IS PLANNED WITHIN TRACT B LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF ZUNI STREET AND W. 56TH AVENUE. FINAL MONUMENT LOCATION SHALL BE WITHIN THE SIGN ENVELOPE IDENTIFIED WITHIN THE P.U.D., BUT FINAL SIZE, MATERIALS, LETTERING AND ORIENTATION SHALL BE REVIEWED AND APPROVED SEPARATELY AT TIME OF THE SIGN PERMIT.



PROTOTYPICAL LOT DETAIL

1" = 30'



W. 57TH AVE, W. 56TH PLACE AND ZUNI COURT
INTERNAL LOCAL (PUBLIC STREET)

ROW WIDTH: 50 FEET.

ASPHALT WIDTH: 32 FEET.

FLOWLINE TO FLOWLINE WIDTH: 36 FEET.

COMBINATION CURB, GUTTER AND WALK (5-FOOT).

PARKING WILL BE PERMITTED ON BOTH SIDES OF THE STREET.

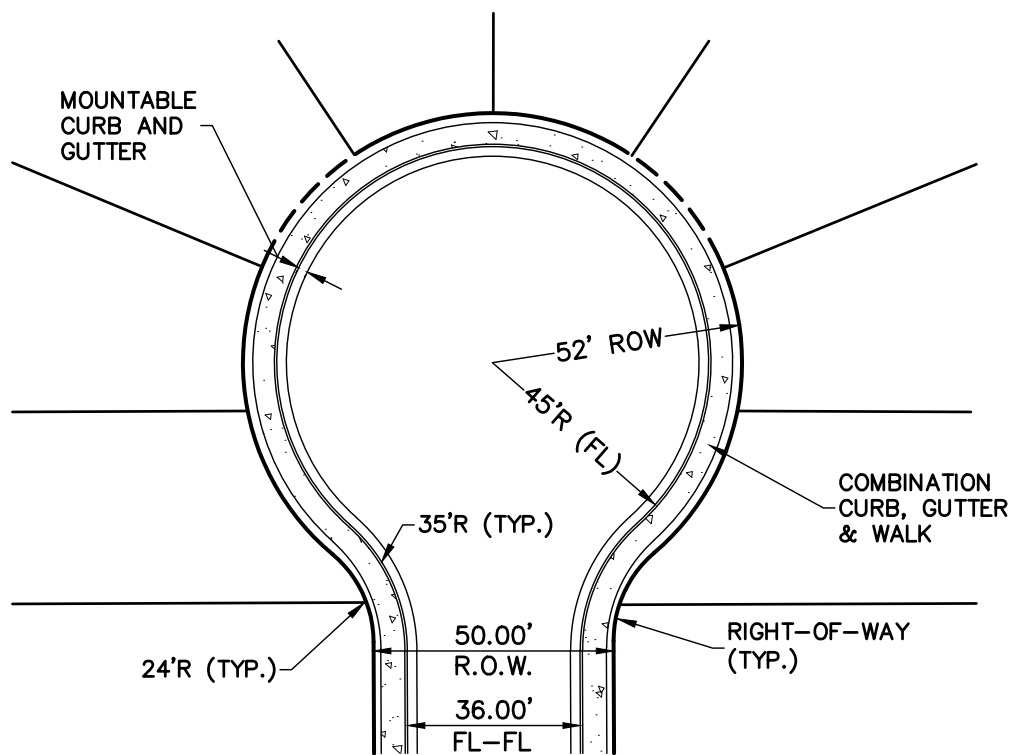
FENCING NOTES

A 6' HIGH WOOD PRIVACY FENCE (PER DETAIL ON SHEET 9) SHALL BE LOCATED ALONG THE REAR OF LOTS 1 THROUGH 54 AND ALONG THE RIGHTS- OF-WAY OF W. 57TH AVENUE AND W. 56TH PLACE. THE FENCE ALONG W. 57TH AVENUE AND W. 56TH PLACE SHALL TERMINATE AS SHOWN ON THE PLANS.

THE 6' FENCE ALONG ZUNI ST., 57AVE., 56TH PLACE AND 56TH AVE. SHALL BE OWNED & MAINTAINED BY THE HOA.

A 3-RAIL FENCE WILL BE PROVIDED ALONG THE NORTH, SOUTH AND WEST PROPERTY LINES OF TRACT A INCLUDING THE NORTH LINE OF LOTS 1 AND 54. ALL 3-RAIL FENCE AROUND TRACT A WILL BE OWNED AND MAINTAINED BY THE HOA.

THE 6' WOOD FENCE LOCATED IN THE REAR OF LOTS 27 THROUGH 54 SHALL BE OWNED & MAINTAINED BY THE ADJACENT LOT OWNER.



ZUNI COURT CUL-DE-SAC

ROW WIDTH: 52 FOOT RADIUS.

ASPHALT WIDTH: 43 FOOT RADIUS.

FLOWLINE TO FLOWLINE WIDTH: 45 FOOT RADIUS; 90 FOOT DIAMETER.

MOUNTABLE CURB AND GUTTER W/ ATTACHED WALK (5-FOOT).

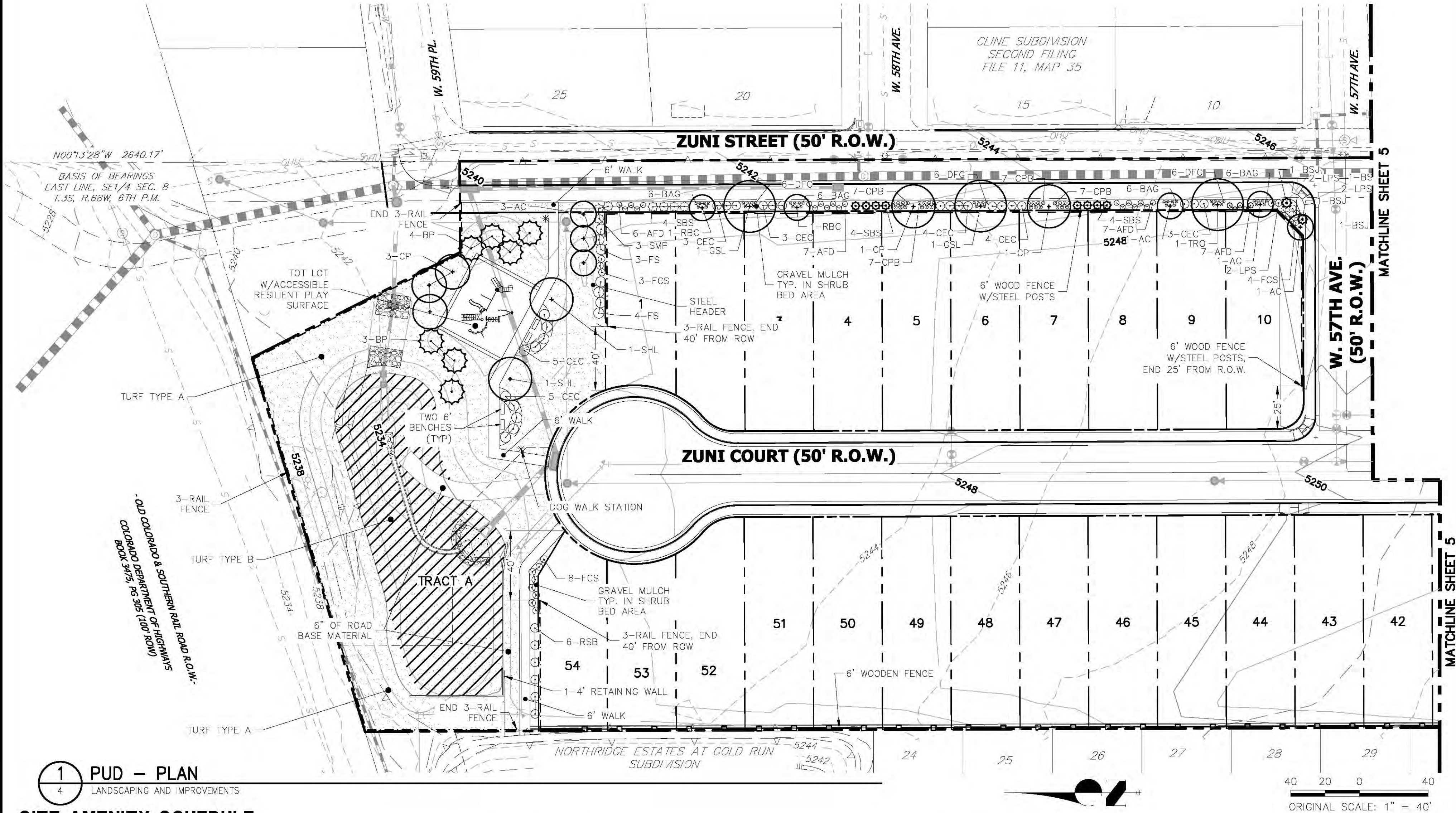
PARKING WILL BE PERMITTED AROUND OUTER PERIMETER OF THE CUL-DE-SAC.

NARRATIVE AND NOTES
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1 PUD - PLAN
4 LANDSCAPING AND IMPROVEMENTS

SITE AMENITY SCHEDULE

- DECIDUOUS STREET/ SHADE TREE, 2" CALIPER
- ORNAMENTAL TREE, 2" CALIPER SIZE
- DECIDUOUS SHRUB, 5 GALLON CONTAINER
- CONIFEROUS SHRUB, 5 GALLON CONTAINER
- PERENNIAL/ORNAMENTAL GRASSES,

- TURF TYPE A: DROUGHT TOLERANT BLUE GRASS SOD, TEXAS BLUEGRASS HYBRID BLEND OR APPROVED EQUAL
- TURF TYPE B: PAWNEE BUTTES PBSI PRAIRIE WETLAND SEED MIX (3LB/1000SF) OR APPROVED EQUAL
- STEEL HEADER
- 6' WOOD FENCE W/STEEL POSTS (SEE DET. SHT. 4)
- 3-RAIL FENCE (SEE DET. SHT. 4)
- 6' WOOD FENCE W/STUCCO WALL (SEE DET. SHT. 4)
- 6' WOODEN FENCE (SEE DET. SHT. 4)

- PROPOSED MINOR/1' CONTOUR
- PROPOSED MAJOR/5' CONTOUR
- TOT LOT PLAY EQUIPMENT
- DOG WALK STATION
- MAILBOX KIOSK

NOTE: HOME BUILDERS SHALL PLANT 1 FRONT YARD TREE ALONG ZUNI COURT FOR EACH HOME BUILT. THE FRONT YARD TREE SHALL BE PLACED A MINIMUM OF 5' FROM THE EDGE OF DRIVEWAYS AND WITH A 5' MINIMUM SEPARATION FROM WATER AND SEWER UTILITY SERVICES. TREES SHALL BE SELECTED BY THE HOME BUILDER FROM THE LIST OF ACCEPTABLE STREET TREES PROVIDED ON SHEET 6.

SITE PLAN
BERKELEY MEADOWS
JOB NO. 15565.00
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SHEET 5 OF 16


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1 PUD – PLAN
5 LANDSCAPING AND IMPROVEMENTS


Diagram illustrating five types of plants and their corresponding symbols:


- DECIDUOUS STREET/ SHADE TREE
TREE, 2" CALIPER
- ORNAMENTAL TREE, 2" CALIPER SIZE
- DECIDUOUS SHRUB, 5 GALLON CONTAINER
- CONIFEROUS SHRUB, 5 GALLON CONTAINER
- PERENNIAL/ORNAMENTAL GRASSES,



 TURF TYPE A: DROUGHT TOLERANT BLUE GRASS SOD, TEXAS BLUEGRASS HYBRID BLEND OR APPROVED EQUAL



 TURF TYPE B: PAWNEE BUTTES PBSI PRAIRIE WETLAND SEED MIX (3LB/1000SF) OR APPROVED EQUAL





 STEEL HEADER


 6' WOOD FENCE W/STEEL POSTS (SEE DET. 9)


 3-RAIL FENCE (SEE DET. 9)


 6' WOOD FENCE W/STUCCO WALL (SEE DET. 9)


 6' WOODEN FENCE (SEE DET. 9)

PROPOSED MINOR/1' CONTOUR		TOT LOT PLAY EQUIPMENT
PROPOSED MAJOR/5' CONTOUR		DOG WALK STATION
		MAILBOX KIOSK

NOTE: HOME BUILDERS SHALL PLANT 1 FRONT YARD TREE ALONG ZUNI COURT FOR EACH HOME BUILT. THE FRONT YARD TREE SHALL BE PLACED A MINIMUM OF 5' FROM THE EDGE OF DRIVEWAYS AND WITH A 5' MINIMUM SEPARATION FROM WATER AND SEWER UTILITY SERVICES. TREES SHALL BE SELECTED BY THE HOME BUILDER FROM THE LIST OF ACCEPTABLE STREET TREES PROVIDED ON SHEET 6.

SITE PLAN
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PLANT LIST

CONIFEROUS TREES

Quantity	Symbol	Common Name	Botanical Name	Size	Cond.	Kc Value
1	BP	Bosnian Pine	Pinus Nigra	6' Hgt Min.	B4B	M

DECIDUOUS TREES

Quantity	Symbol	Common Name	Botanical Name	Size	Cond.	Kc Value
1	GSL	Greenspire Linden	Tilia Cordata 'Greenspire'	2 1/2" Cal	B4B	M
3	SHL	Shademaster Honeylocust	Gleditsia Triacanthos Inermis 'Shademaster'	2 1/2" Cal	B4B	L
4	TRO	Texas Red Oak	Quercus Buckleyi	2 1/2" Cal	B4B	L

ORNAMENTAL TREES

Quantity	Symbol	Common Name	Botanical Name	Size	Cond.	Kc Value
11	AC	Adirondack Crab	Malus 'Adirondack'	2" Cal	B4B	M
12	CP	Capital Pear	Pyrus Calleryana 'Capital'	2" Cal	B4B	M
8	RBC	Red Barron Crab	Malus 'Red Barron'	2" Cal	B4B	M

DECIDUOUS SHRUBS

Quantity	Symbol	Common Name	Botanical Name	Size	Cond.	Kc Value
117	AFD	Artic Fire Dogwood	Cornus Sericea 'Artic Fire'	5 Gal.	Cont.	M
52	CEC	Compact European Cranberry	Viburnum Opulus 'Compactum'	5 Gal.	Cont.	L
87	CFB	Crimson Pigmy Barberry	Berberis Thunbergii 'Autropurpurea Nana'	5 Gal.	Cont.	L
3	C&O	Crimson Spire Oak	Quercus Robur 'Fastigiata'	5 Gal.	Cont.	M
27	FC&S	First Choice Spirea	Caryopteris x Clandonensis 'First Choice'	5 Gal.	Cont.	L
7	FS	Froebel Spirea	Spirea x Bumalda 'Froebeli'	5 Gal.	Cont.	M
48	LPS	Little Princess Spirea	Spiraea Japonica 'Little Princess'	5 Gal.	Cont.	M
6	R&B	Regent Serviceberry	Amelanchier Alnifolia 'Regent'	6 Gal.	Cont.	L

CONIFEROUS/ EVERGREEN SHRUBS

Quantity	Symbol	Common Name	Botanical Name	Size	Cond.	Kc Value
14	BSJ	Blue Star Juniper	Juniperus Squamata 'Blue Star'	5 Gal.	Cont.	L
20	SB&S	Sester Blue Spruce	Picea pungens 'Sester Dwarf'	5 Gal.	Cont.	L
25	SMP	Slowmound Mugo Pine	Pinis Mugo 'Slowmound'	5 Gal.	Cont.	L
20	WBS	Waldbrunn Blue Spruce	Picea pungens 'Waldbrunn'	5 Gal.	Cont.	L

ORNAMENTAL GRASSES

Quantity	Symbol	Common Name	Botanical Name	Size	Cond.	Kc Value
15	BAG	Blue Avena Grass	Helictotrichon Sempervirens	1 Gal.	Cont.	L
48	DFG	Dwarf Fountain Grass	Fennisetum Alopecuroides 'Hamel'	1 Gal.	Cont.	L
25	KFG	Karl Forester Grass	Calamagrostis Acutiflora 'Karl Forester'	1 Gal.	Cont.	L
20	LS&S	Little Bluestem	Schizachyrium Scoparium 'The Blues'	1 Gal.	Cont.	L

DETAILS
BERKELEY MEADOWS
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BERKELEY MEADOWS
PLANNED UNIT DEVELOPMENT - FINAL DEVELOPMENT PLAN
LOCATED IN THE SOUTHEAST 1/4 OF SECTION 8,
TOWNSHIP 3 SOUTH, RANGE 68 WEST, 6TH PRINCIPAL MERIDIAN,
COUNTY OF ADAMS, STATE OF COLORADO

LANDSCAPE NOTES

1. STREET AND ORNAMENTAL TREES SHALL BE PLANTED TO MEET COUNTY LANDSCAPE STANDARDS. TREES SHALL BE PLANTED NO CLOSER THAN FORTY (40) FEET FROM STREET LIGHTS. NO TREES SHALL BE PLANTED WITHIN TEN (10) FEET FROM WATER AND SEWER MAINS, SIX (6) FEET FROM WATER AND SEWER SERVICE LINES, FOUR (4) FEET FROM GAS, TELEPHONE AND ELECTRIC UTILITIES.
2. MAINTAIN A MINIMUM OF THREE (3) FEET OF CLEARANCE ON EACH SIDE OF FIRE DEPARTMENT CONNECTION (FDC). NO VEGETATION OTHER THAN TURF OR GROUND COVERS SHALL BE PLANTED IN FRONT OF FDC.
3. IF TREES OR SHRUBS ARE LOCATED ON TOP OF FIELD VERIFIED UTILITIES, CONTRACTOR SHALL NOTIFY OWNERS REPRESENTATIVE BEFORE ANY DIGGING COMMENCES. VERIFY WITH OWNER REPRESENTATIVE WHICH SHRUBS/ TREES NEED TO BE RELOCATED PRIOR TO PLANTING.
4. ALL LANDSCAPE AREAS SHALL BE MAINTAINED, INCLUDING MOWING, WATER AND FERTILIZING BY CONTRACTOR, UNTIL FINAL ACCEPTANCE BY OWNER REPRESENTATION. AT SUCH TIME OWNER WILL BE RESPONSIBLE FOR ALL MAINTENANCE. LANDSCAPE AND IRRIGATION WILL BE WARRANTED FOR ONE (1) FULL YEAR AFTER FINAL ACCEPTANCE. THIS SHALL INCLUDE IRRIGATION SYSTEMS, FENCES, WALLS AND OTHER LANDSCAPE ELEMENTS. THE APPLICANT, LANDOWNER AND/OR SUCCESSORS IN INTEREST SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPE/ IRRIGATION AND OTHER SITE AMENITIES. ALL LANDSCAPING SHALL BE MAINTAINED FREE FROM DISEASE, PESTS, WEEDS AND LITTER, AND ALL LANDSCAPE STRUCTURES SUCH AS FENCES AND WALLS SHALL BE REPAIRED AND/OR REPLACED PERIODICALLY TO MAINTAIN THE SITE IN GOOD SOUND CONDITION.
5. TO THE MAXIMUM EXTENT FEASIBLE, TOPSOIL THAT IS REMOVED DURING CONSTRUCTION ACTIVITY SHALL BE CONSERVED FOR LATER USE IN AREAS TO BE PLANTED WITH TREES, SHRUBS, GROUND COVERS, AND TURF.
6. EXCAVATED MATERIAL TO BE USED AS FILL WILL HAVE ALL ROCKS, DEBRIS, WATER MATERIAL, FROZEN MATERIAL, VEGETATION LARGER THAN 3" IN ANY DIMENSION REMOVED BEFORE PLACEMENT AND COMPACTION OF SOIL.
7. PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDING AND WALL FOUNDATIONS AND PROVIDE A SMOOTH TRANSITION BETWEEN ALL ADJACENT EXISTING GRADES AND PROPOSED GRADES.
8. PRIOR TO FINE GRADING, SOD AREAS AND PLANTING BEDS, SOIL SHALL BE THOROUGHLY LOOSENEED AND TILLED. REMOVE ALL UNSUITABLE SOIL, INCLUDING ALL ROCKS LARGER THAN 3 INCHES IN ANY DIMENSION AND ALL OTHER DEBRIS INCLUDING CONCRETE, TRASH, WEEDS, ROOTS AND OTHER WASTE MATERIALS. THE SOIL IN ALL LANDSCAPE AREAS, INCLUDING PARKWAYS AND MEDIANS, SHALL BE THOROUGHLY LOOSENEED TO A DEPTH OF NOT LESS THAN EIGHT (8) INCHES AND SOIL AMENDMENT SHALL BE THOROUGHLY INCORPORATED INTO THE SOIL OF ALL LANDSCAPE AREAS TO A DEPTH OF AT LEAST SIX (6) INCHES BY TILLING, DISCING OR OTHER SUITABLE METHOD, AT A RATE OF AT LEAST FOUR (4) CUBIC YARDS OF ORGANIC COMPOST SOILS AMENDMENT PER ONE THOUSAND (1,000) SQUARE FEET OF LANDSCAPE AREA. DO NOT CULTIVATE SOIL WITHIN THE DRIP LINE OF EXISTING TREES TO REMAIN.
9. UNIFORMLY COMPACT AND FINE GRADE ALL AREAS TO BE PLANTED TO A SMOOTH SURFACE, FREE FROM IRREGULAR SURFACE GRADES. RE-COMPACT SOFT SPOTS, FILL IN LOW AREAS AND TRIM HIGH SPOTS TO COMPLY WITH REQUIRED GRADE TOLERANCES. REFER TO CIVIL PLANS FOR REQUIRED FINISH SPOT AND CONTOUR GRADES.
10. ONCE PLANTING AREA ARE FILLED AND COMPACTED AND FINE GRADE HAS BEEN ESTABLISHED, ALL ROCKS, DEBRIS, WASTER MATERIAL AND VEGETATION MATERIAL LARGER THAN 1 1/2" WILL BE RAKED FROM THE SURFACE AND REMOVED FROM SITE.
11. BLUEGRASS SOD TO BE 100% COLORADO GROWN TEXAS BLUEGRASS HYBRID BLEND SPECIFICALLY GROWN FOR LOW WATER AND HIGH TRAFFIC LAWN APPLICATIONS WITH MINIMUM THREE (3) IMPROVED VARIETIES, HAVING A HEALTH VIGOROUS ROOT SYSTEM. ONCE TURF IS LAID IT SHALL BE PROPERLY ROLLED, COMPACTED, AND SOD JOINTS SHALL BE PUSHED TOGETHER TO ELIMINATE ANY GAPS BETWEEN ROLL EDGES. APPLY FERTILIZER IN THESE AREAS PER SOD FARM'S RECOMMENDATIONS.
12. ALL TREES, SHRUBS AND ORNAMENTAL GRASSES SHALL BE IRRIGATED WITH A DRIP IRRIGATION SYSTEM, PERENNIAL AND FLOWER BEDS SHALL BE IRRIGATED BY 6" OR 12" POP-UP SPRAY HEADS. IRRIGATION SYSTEM TO BE DESIGNED AND BUILT BY A QUALIFIED IRRIGATION CONTRACTOR.
13. THE DEVELOPER SHALL CONTACT THE COUNTY REPRESENTATIVE TO INSPECT ALL STREET TREE PLANTINGS AT THE COMPLETION OF EACH PHASE OF THE DEVELOPMENT. ALL TREES SHALL BE INSTALLED AS SHOWN ON THE LANDSCAPE PLAN. APPROVAL OF STREET TREE PLANTING IS REQUIRED BEFORE FINAL APPROVAL OF EACH PHASE OF THE DEVELOPMENT.
14. ALL MINIMUM PLANT MATERIAL SIZES ARE SHOWN IN THE PLANT LIST. ALL PLANTS SHALL BE PLANTED IN AMENDED SOIL AND TREES SHALL BE STAKED AS SHOWN IN DETAILS. ALL PLANTS SHALL BE NO.1 GRADE FREE OF ANY DEFECTS, OR NORMAL HEALTH, HEIGHT, LEAF DENSITY AND SPREAD APPROPRIATE TO THE SPECIES AS DEFIED BY AMERICAN ASSOCIATION OF NURSERYMEN STANDARDS.
15. IF PLANTS ARE IN NEED OF REPLACEMENT DUE TO DECLINING HEALTH, DISEASE, OR DEATH, THE PLANTS SHALL BE PROMPTLY REPLACED WITH THE ORIGINAL SPECIES UNLESS APPROVED BY THE COUNTY.

16. CHANGES IN PLANT SPECIES OR PLANT LOCATIONS FROM THAT SHOWN IN THE APPROVED LANDSCAPE PLANS WILL REQUIRE THE APPROVAL OF THE COUNTY PRIOR TO INSTALLATION OR REPLACEMENT. OVERALL QUANTITY AND QUALITY SHALL BE CONSISTENT WITH THE APPROVED LANDSCAPE PLANS. IN THE EVENT OF CONFLICT WITH THE QUANTITIES SHOWN IN THE PLANT LIST, WHAT IS GRAPHICALLY REPRESENTED IN THE PLANTING PLANS SHALL BE PLANTED.
17. ALL TREES AND SHRUBS TO BE BALLED AND BURLAPPED, OR CONTAINERIZED.
18. ALL PLANT MATERIAL SHALL HAVE ALL WIRE TWINE, BASKETS, BURLAP, AND ALL OTHER NON-BIDEGRADABLE CONTAINMENT MATERIAL REMOVED FROM THE TRUNKAND/OR ROOT BALL OF THE PLANT PRIOR TO PLANTING.
19. ALL SHRUB BEDS SHALL HAVE MINIMUM 4" DEPTH SHREDDED FIR BIRCH WOOD MULCH-NATURAL COLOR AND/OR SMOOTH WASHED RIVER COBBLE, SEE PLANS FOR LOCATIONS. A CONTINUOUS LAYER OF TYPAR WEED BARRIER LANDSCAPE FABRIC OR APPROVED EQUAL SHALL BE INSTALLED IN ALL SHRUB BEDS WITH 6" OVERLAP AT SEAMS WITH 4" STAPLES 4' O.C. IN ALL DIRECTIONS. DO NOT USER WEED BARRIER WHERE TREES ARE PLANTED IN TURF AREAS.
20. STEEL HEADER BETWEEN GRASS TYPES AND SHRUB BEDS/ROCK COBBLE ETC. SHALL BE HEAVY DUTY STEEL EDGER MIN. 14 GA X 4" WITH ROLLED TOP AND SHALL BE SET LEVEL WITH THE TOP OF THE ADJACENT SOD. NO EDGING SHALL BE USED BETWEEN FIR BIRCH WOOD MULCH AND COBBLE TRANSITIONS.
21. ALL LANDSCAPE MATERIALS SHALL BE INSTALLED ACCORDING TO SOUND HORTICULTURAL PRACTICES IN A MANNER DESIGNED TO ENCOURAGE QUICK ESTABLISHMENT AND HEALTHY GROWTH. ALL LANDSCAPING IN EACH PHASE SHALL EITHER BE INSTALLED OR THE INSTALLATION SHALL BE SECURED WITH A LETTER OR CREDIT, ESCROW OR PERFORMANCE BOND FOR ONE HUNDRED TWENTY-FIVE (125) PERCENT OF THE VALUE OF THE LANDSCAPING PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR ANY BUILDING IN SUCH PHASE.
22. ANY SHRUBS, ORNAMENTAL GRASSES OR PERENNIAL PLANTS WITHIN THE PUBLIC RIGHT-OF-WAY (R.O.W.) ARE RESTRICTED TO PLANTS THAT DO NOT EXCEED 24 INCHES IN HEIGHT MEASURED FROM THE STREET FLOWLINE (TREES EXCEPTED). IF THE LANDSCAPING WITHIN THE R.O.W. EXCEEDS THIS HEIGHT OR CREATES A SIGHT DISTANCE CONCERN THE PROPERTY OWNER SHALL BE REQUIRED TO EITHER REMOVE OR PRUNE THE LANDSCAPE MATERIAL IN ORDER TO CORRECT ANY SIGHT OBSTRUCTIONS.
23. THE DEVELOPER SHALL ENSURE THAT THE SITE PLAN, LANDSCAPE PLAN AND UTILITY PLANS ARE COORDINATED SO THAT THE GRADING, STORM DRAINAGE, OR OTHER CONSTRUCTION REQUIREMENTS DO NOT CONFLICT WITH NOR PRECLUDE INSTALLATION AND MAINTENANCE OF ANY SITE OR LANDSCAPING ELEMENTS AS SHOWN ON THE APPROVED PLANS.
24. ALL LANDSCAPE PLANTINGS INSTALLED WITHIN THE PUBLIC STREET RIGHT-OF-WAY SHOULD NOT OBSTRUCT VISIBILITY OF TRAFFIC RELATED REGULATORY SIGNAGE.
25. HOME BUILDERS SHALL PLANT 1 FRONT YARD TREE ALONG ZUNI COURT FOR EACH HOME BUILT. THE FRONT YARD TREE SHALL BE PLACED A MINIMUM OF 5' FROM THE EDGE OF DRIVEWAYS AND WITH A 5' SEPARATION FROM WATER AND SEWER UTILITY SERVICES. TREES SHALL BE SELECTED BY THE HOME BUILDER FROM THE LIST OF ACCEPTABLE FRONT YARD TREES PROVIDED ON SHEET 6.

DETAILS
BERKELEY MEADOWS
JOB NO. 15565.00
DATE 10/17/18



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Diagram illustrating the Equal Triangular Spacing method for shrub placement. Three shrubs are arranged in a triangle, with lines and arrows indicating equal distances between their centers. Labels include "SHRUB CENTER", "EQUAL TRIANGULAR SPACING", and "EQUAL TRIANGULAR SPACING".

The diagram illustrates a tree staking technique. A tree trunk is shown with a stake driven into the ground. The stake is secured to the trunk with webbing. The trunk is wrapped with a material, likely mulch, from the bottom to the top. The stake is adjusted so that the top is level with the ground, or just below the first branches. The ground is labeled as 'SUBGRADE'. The area around the stake is filled with 'BACKFILL MATERIAL'. The top of the stake is labeled '2 X ROOTBALL DIA. SCARIFY SIDES & BOTTOM'. The height of the stake is indicated as '36" TO 48"'. The height of the backfill material is indicated as '36" MIN'. The diagram also includes a 'GENERAL NOTES' section with two bullet points: 'STAKE ALL DECIDUOUS TREES UP TO AND INCLUDING 2 1/2" CAL. DO NOT STAKE CONIFEROUS TREES.' and 'IN SODDED AREAS, CUT SOD IN 36" CIRCLE AND MULCH. FOR CONIFERS CUT SOD AT Drip LINE OF TREE AND MULCH.'

GENERAL NOTES

- STAKE ALL DECIDUOUS TREES UP TO AND INCLUDING 2 1/2" CAL. DO NOT STAKE CONIFEROUS TREES.
- IN SODDED AREAS, CUT SOD IN 36" CIRCLE AND MULCH. FOR CONIFERS CUT SOD AT Drip LINE OF TREE AND MULCH.

36" TO 48"

36" MIN

2 X ROOTBALL DIA.
SCARIFY SIDES & BOTTOM

MULCH

BACKFILL MATERIAL

SUBGRADE

WEBBING

WRAP TREE. WRAP FROM BOTTOM TO TOP.

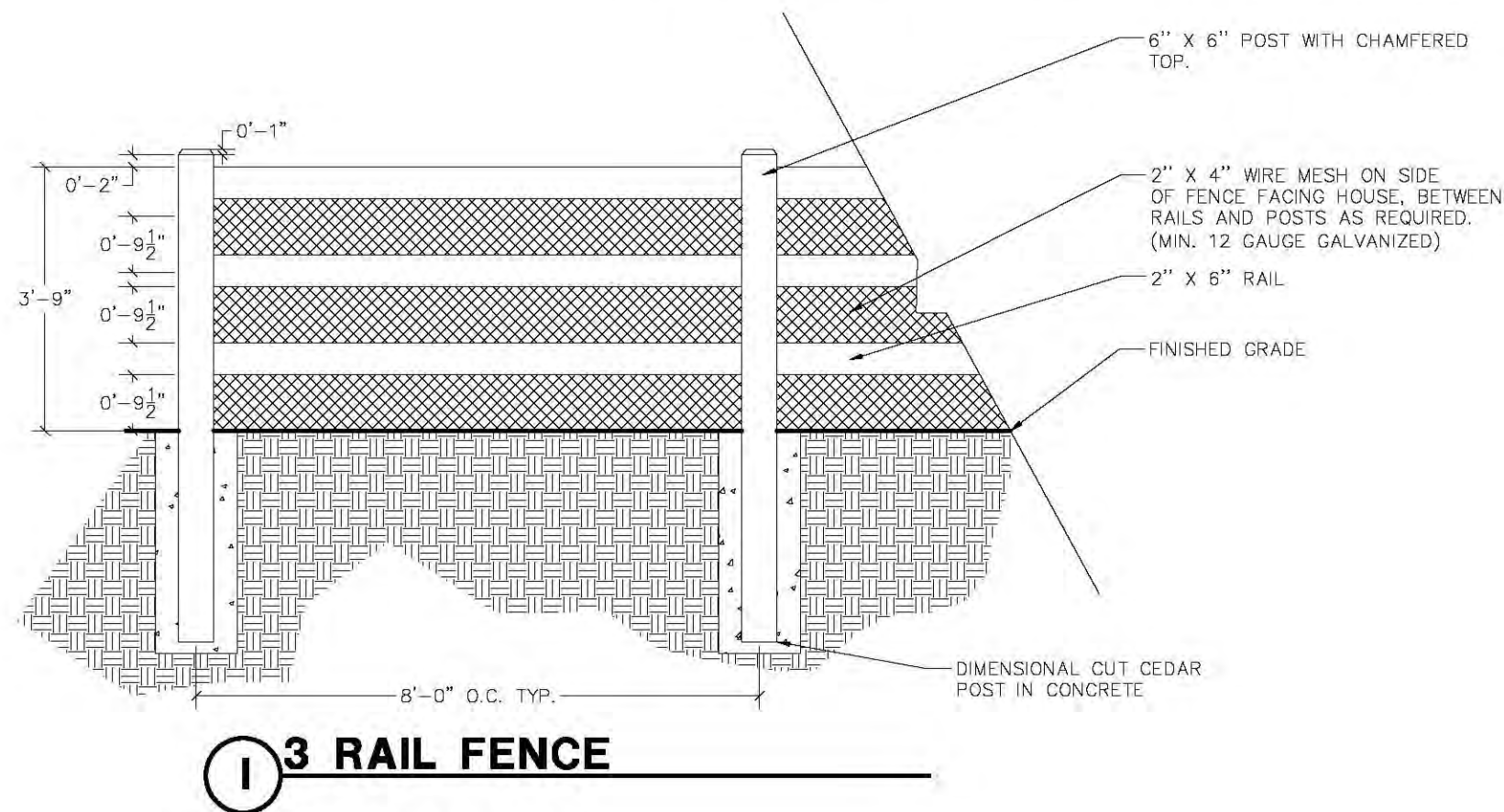
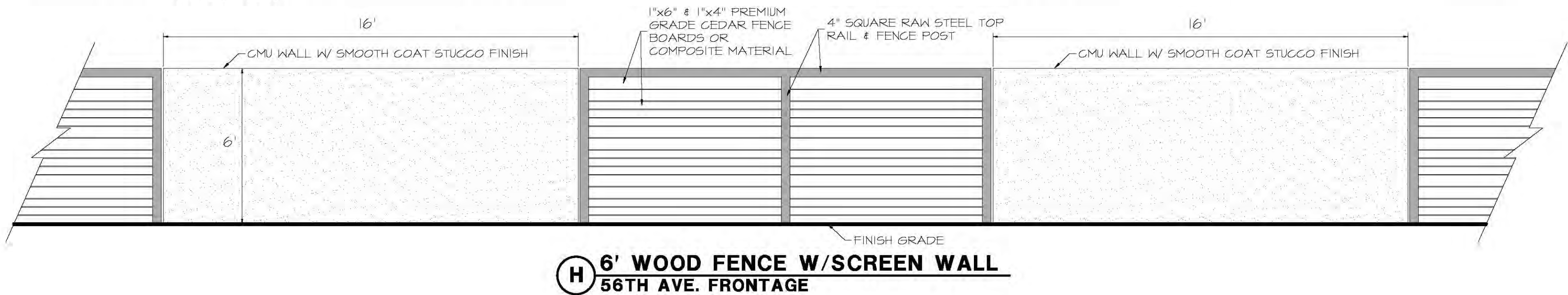
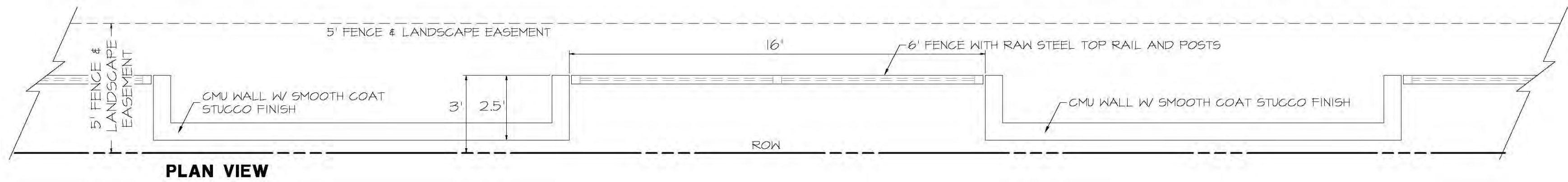
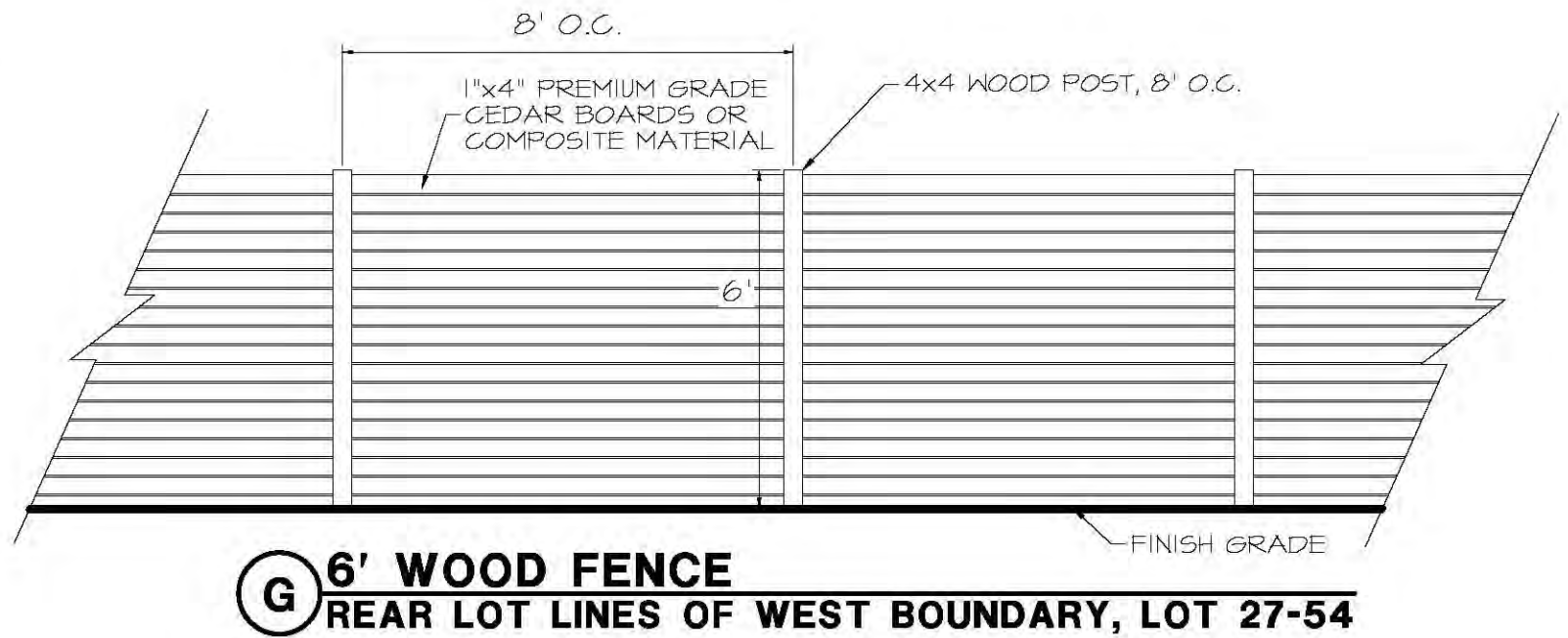
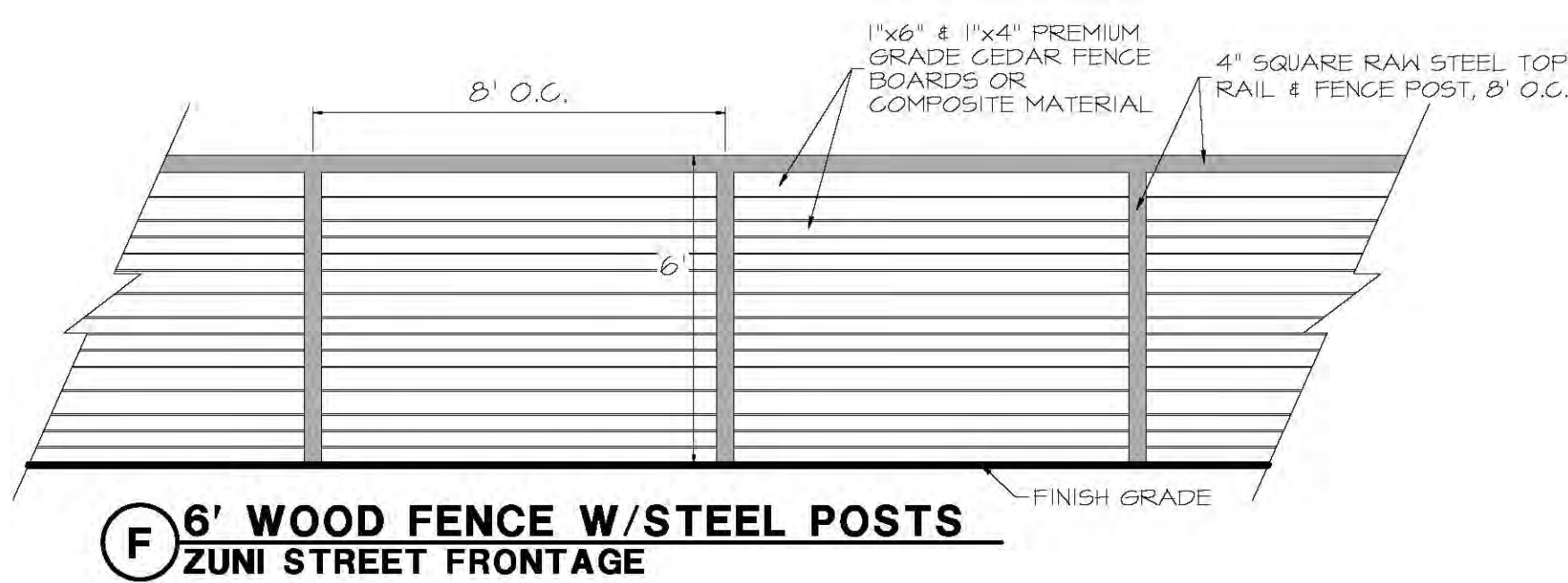
TREE STAKE. ADJUST TREE STAKE SO THAT TOP IS LEVEL WITH, OR JUST BELOW FIRST BRANCHES.

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C SHRUB PLANTING

D TREE PLANTING AND GUYING

BERKELEY MEADOWS
PLANNED UNIT DEVELOPMENT - FINAL DEVELOPMENT PLAN
LOCATED IN THE SOUTHEAST 1/4 OF SECTION 8,
TOWNSHIP 3 SOUTH, RANGE 68 WEST, 6TH PRINCIPAL MERIDIAN,
COUNTY OF ADAMS, STATE OF COLORADO

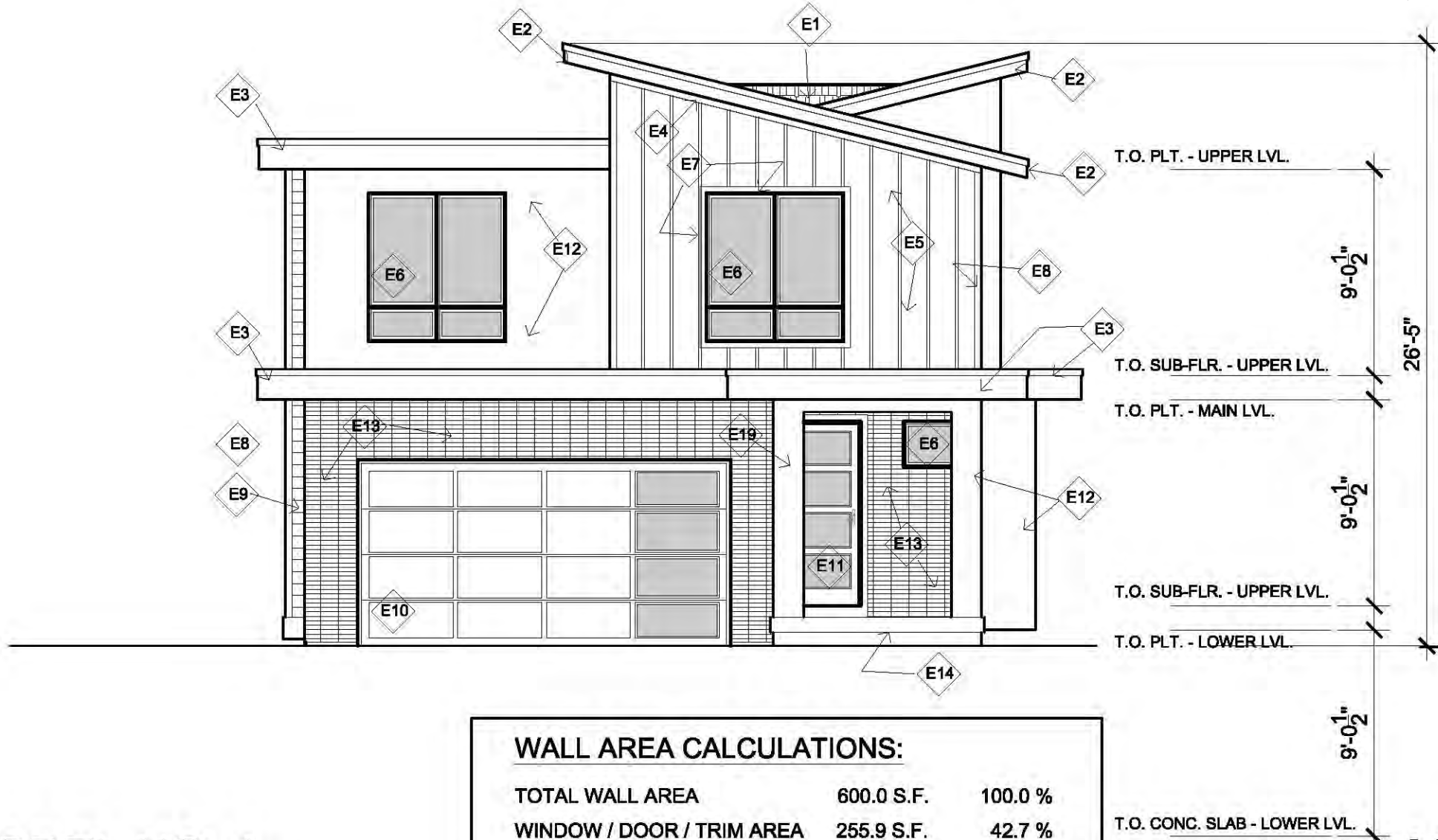


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MODEL NO. 1
FRONT ELEVATION

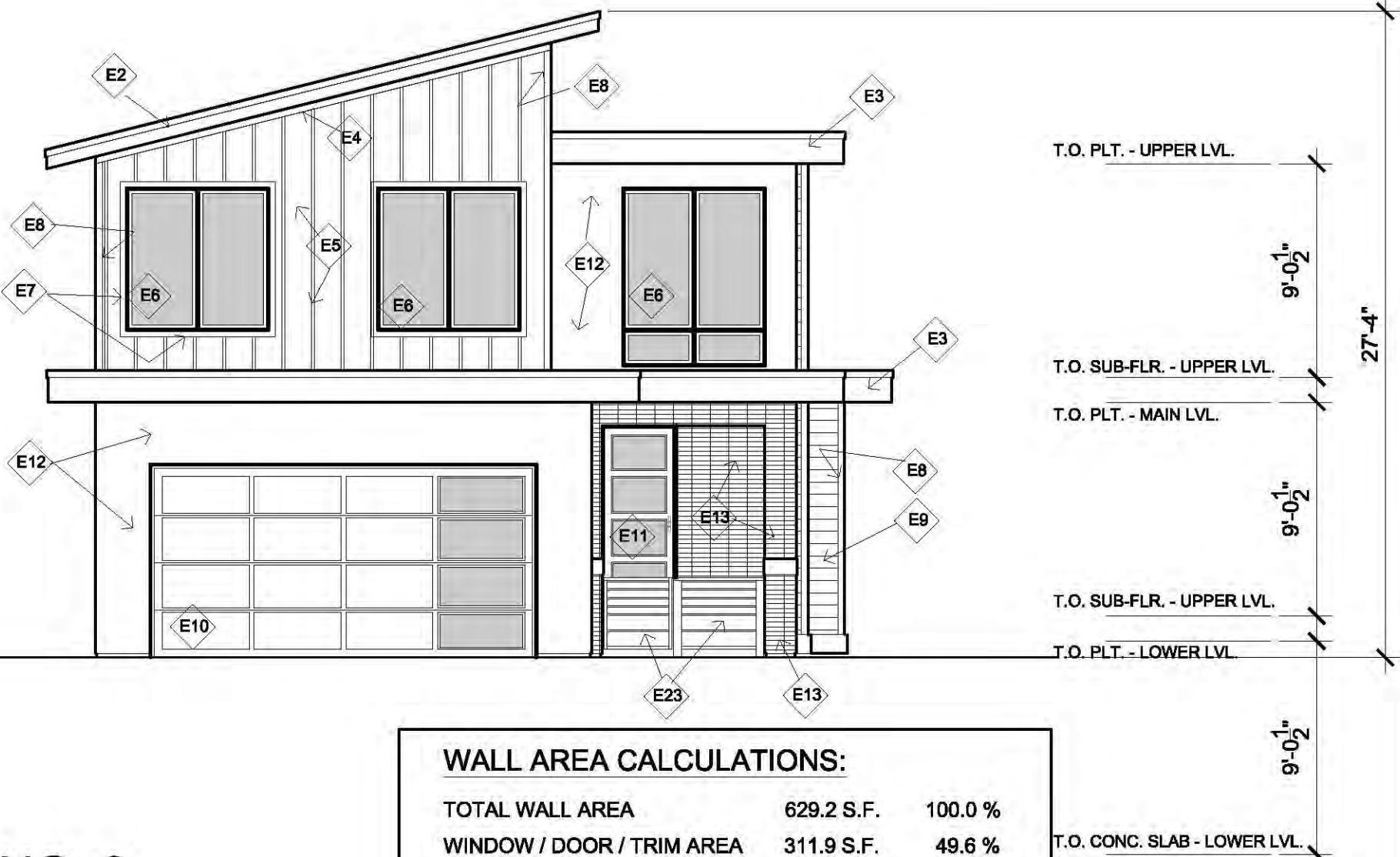
N.T.S.

WALL AREA CALCULATIONS:

TOTAL WALL AREA	600.0 S.F.	100.0 %
WINDOW / DOOR / TRIM AREA	255.9 S.F.	42.7 %
STUCCO AREA	107.2 S.F.	17.9 %
SIDING AREA	120.2 S.F.	20.1 %
BRICK AREA	116.7 S.F.	19.5 %

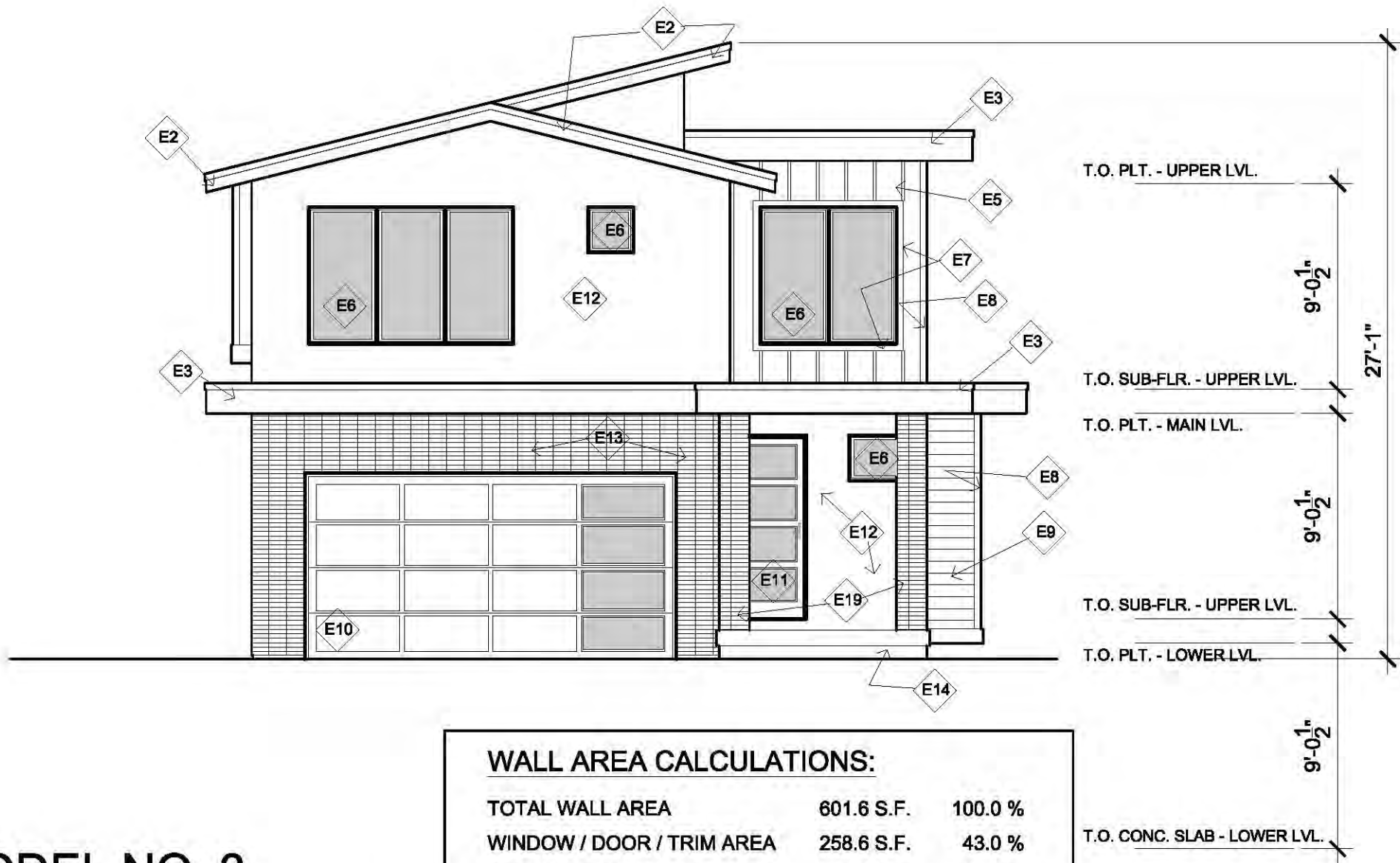
MODEL NO. 2
FRONT ELEVATION

N.T.S.



WALL AREA CALCULATIONS:

TOTAL WALL AREA	629.2 S.F.	100.0 %
WINDOW / DOOR / TRIM AREA	311.9 S.F.	49.6 %
STUCCO AREA	138.4 S.F.	22.0 %
SIDING AREA	122.3 S.F.	19.5 %
BRICK AREA	56.6 S.F.	9.0 %



MODEL NO. 3
FRONT ELEVATION

N.T.S.

WALL AREA CALCULATIONS:

TOTAL WALL AREA	601.6 S.F.	100.0 %
WINDOW / DOOR / TRIM AREA	258.6 S.F.	43.0 %
STUCCO AREA	205.3 S.F.	34.1 %
SIDING AREA	36.7 S.F.	6.1 %
BRICK AREA	117.8 S.F.	19.6 %

BUILDING ELEVATION KEYED NOTES:

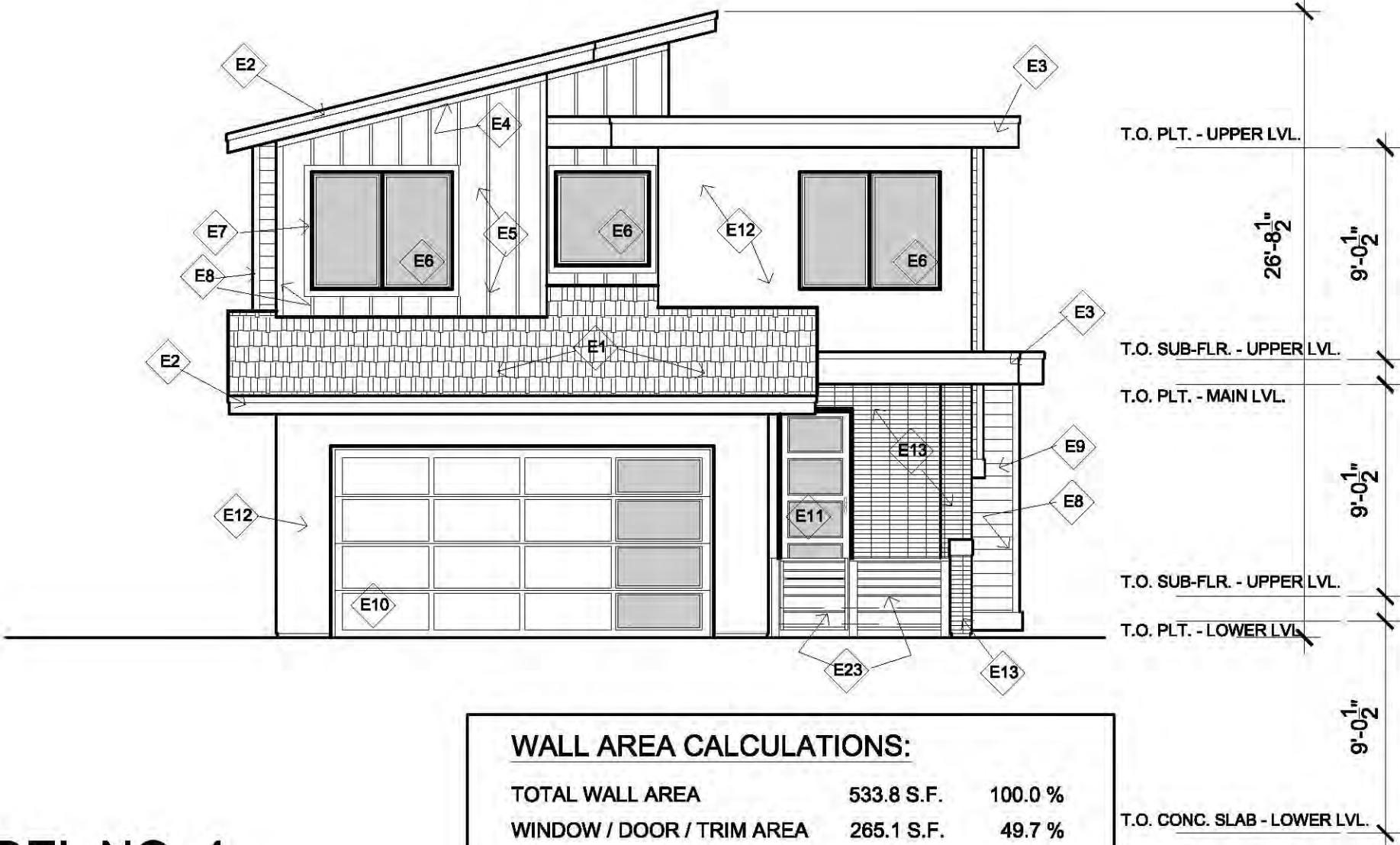
- E1 ARCHITECTURAL GRADE (90 YR.) COMPOSITION SHINGLE ROOFING
- E2 SYNTHETIC WOOD FASCIA & TRIM (1 x 4 OVER 5/4 x 10)
- E3 SYNTHETIC WOOD FASCIA (1 x 4 OVER COMPOSITE 5/4 x 18)
- E4 1 x 4 SYNTHETIC WOOD FRIEZE BOARD
- E5 SYNTHETIC BOARD AND BATTEN SIDING PANELS (HARDI-PANEL® OR APPD. EQUAL)
- E6 VINYL WINDOW w/ PERIMETER FLASHING
- E7 1 x 4 SYNTHETIC WOOD TRIM (@ WINDOW / DOOR PERIMETER)
- E8 1 x 4 SYNTHETIC WOOD CORNER TRIM
- E9 HORIZONTAL SYNTHETIC WOOD SIDING (4" REVEAL) (SIMULATED T & G - HARDI-SIDING PANEL® OR APPD. EQUAL)
- E10 INSULATED STEEL OVERHEAD SECTIONAL GARAGE DOOR w/ GLASS LITES
- E11 INSULATED STEEL (DECORATIVE) ENTRY DOOR w/ GLASS LITES
- E12 CEMENT STUCCO FINISH w/ INTEGRAL COLOR
- E13 THIN BRICK MASONRY VENEER
- E14 CONCRETE PORCH / PATIO SLAB
- E15 PREFINISHED ALUMINUM GUARDRAIL (36" H. - SECURE TO CONC. SLAB.)
- E16 SYNTHETIC WOOD DECKING OVER P.T. WOOD FRAMING
- E17 SYNTHETIC WOOD STAIR TREADS OVER CEDAR WOOD FRAMING
- E18 5/4 x 10 SYNTHETIC WOOD TRIM BAND
- E19 CEMENT STUCCO COLUMN ENCLOSURE
- E20 SOLID CORE DOOR w/ FULL LITES (SLIDING or SWING)
- E21 NOT USED.
- E22 BASEMENT WINDOW w/ AREAWELL
- E23 SYNTHETIC WOOD LOOK FENCE (36" H.) w/ GATE
- E24 5/4 x 8 SYNTHETIC WOOD TRIM BAND
- E25 10" w. x 1 1/2" d. CEMENT STUCCO ACCENT BAND

TYPICAL HOUSE ELEVATIONS
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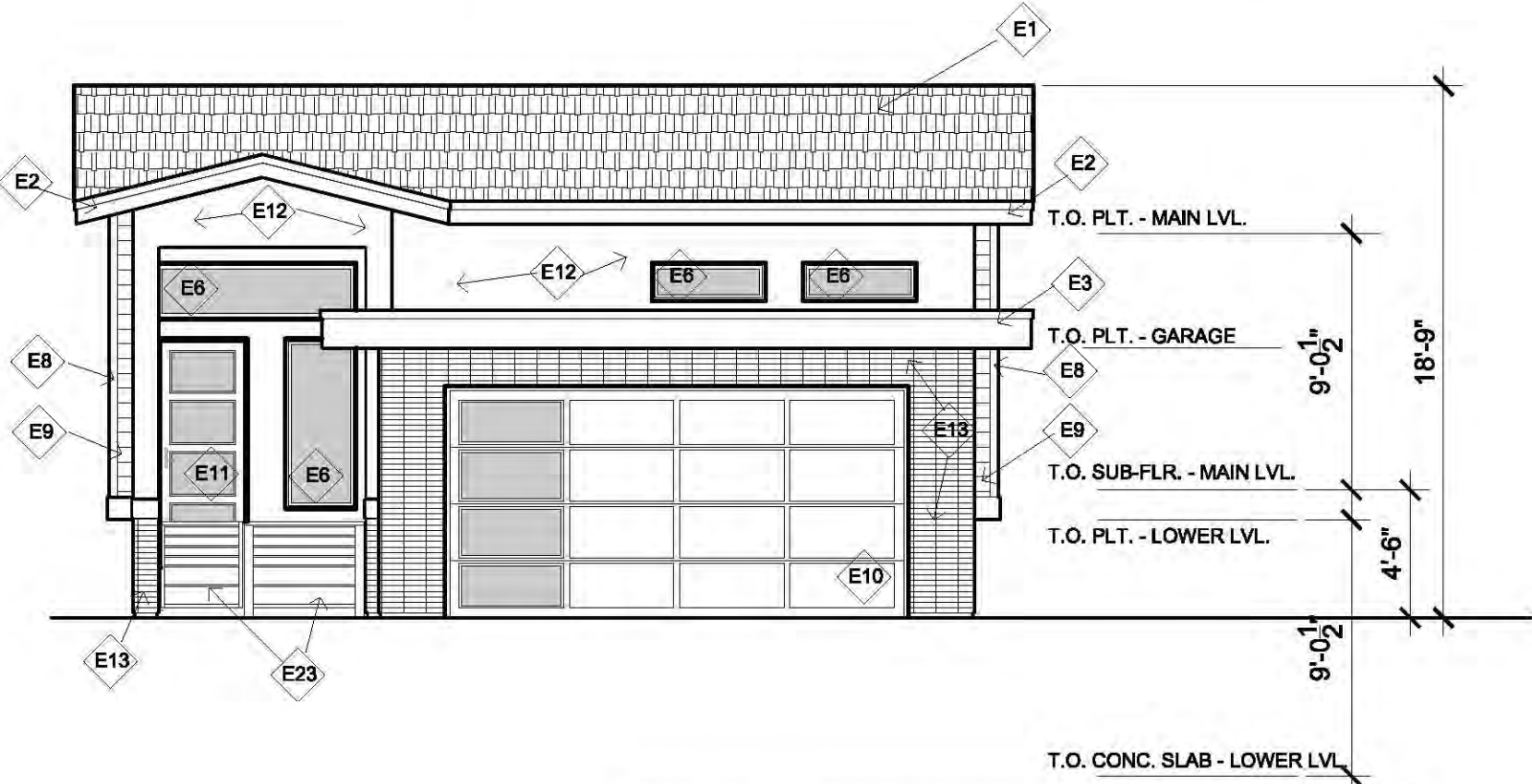
BERKELEY MEADOWS
PLANNED UNIT DEVELOPMENT - FINAL DEVELOPMENT PLAN
LOCATED IN THE SOUTHEAST 1/4 OF SECTION 8,
TOWNSHIP 3 SOUTH, RANGE 68 WEST, 6TH PRINCIPAL MERIDIAN,
COUNTY OF ADAMS, STATE OF COLORADO



MODEL NO. 4
FRONT ELEVATION
N.T.S.

WALL AREA CALCULATIONS:		
TOTAL WALL AREA	533.8 S.F.	100.0 %
WINDOW / DOOR / TRIM AREA	265.1 S.F.	49.7 %
STUCCO AREA	139.5 S.F.	26.1 %
SIDING AREA	75.6 S.F.	14.2 %
BRICK AREA	53.6 S.F.	10.0 %

- BUILDING ELEVATION KEYED NOTES:**
- E1 ARCHITECTURAL GRADE (50 YR.) COMPOSITION SHINGLE ROOFING
 - E2 SYNTHETIC WOOD FASCIA & TRIM (1 x 4 OVER 5/4 x 10)
 - E3 SYNTHETIC WOOD FASCIA (1 x 4 OVER COMPOSITE 5/4 x 18)
 - E4 1 x 4 SYNTHETIC WOOD FRIEZE BOARD
 - E5 SYNTHETIC BOARD AND BATTEN SIDING PANELS (HARD-PANEL OR APPD. EQUAL)
 - E6 VINYL WINDOW w/ PERIMETER FLASHING
 - E7 1 x 4 SYNTHETIC WOOD TRIM (@ WINDOW / DOOR PERIMETER)
 - E8 1 x 4 SYNTHETIC WOOD CORNER TRIM
 - E9 HORIZONTAL SYNTHETIC WOOD SIDING (4" REVEAL) (SIMULATED T & G - 'HARD-SIDING PANEL' OR APPD. EQUAL)
 - E10 INSULATED STEEL OVERHEAD SECTIONAL GARAGE DOOR w/ GLASS LITES
 - E11 INSULATED STEEL (DECORATIVE) ENTRY DOOR w/ GLASS LITES
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 - E19 CEMENT STUCCO COLUMN ENCLOSURE
 - E20 SOLID CORE DOOR w/ FULL LITES (SLIDING or SWING)
 - E21 NOT USED.
 - E22 BASEMENT WINDOW w/ AREAWELL
 - E23 SYNTHETIC 'WOOD LOOK' FENCE (36" H.) w/ GATE
 - E24 5/4 x 8 SYNTHETIC WOOD TRIM BAND
 - E25 10" w. x 1 1/2" d. CEMENT STUCCO ACCENT BAND



MODEL NO. 5
FRONT ELEVATION
N.T.S.

WALL AREA CALCULATIONS:		
TOTAL WALL AREA	385.9 S.F.	100.0 %
WINDOW / DOOR / TRIM AREA	194.9 S.F.	50.5 %
STUCCO AREA	100.0 S.F.	25.9 %
SIDING AREA	-0-	-
BRICK AREA	90.9 S.F.	23.6 %

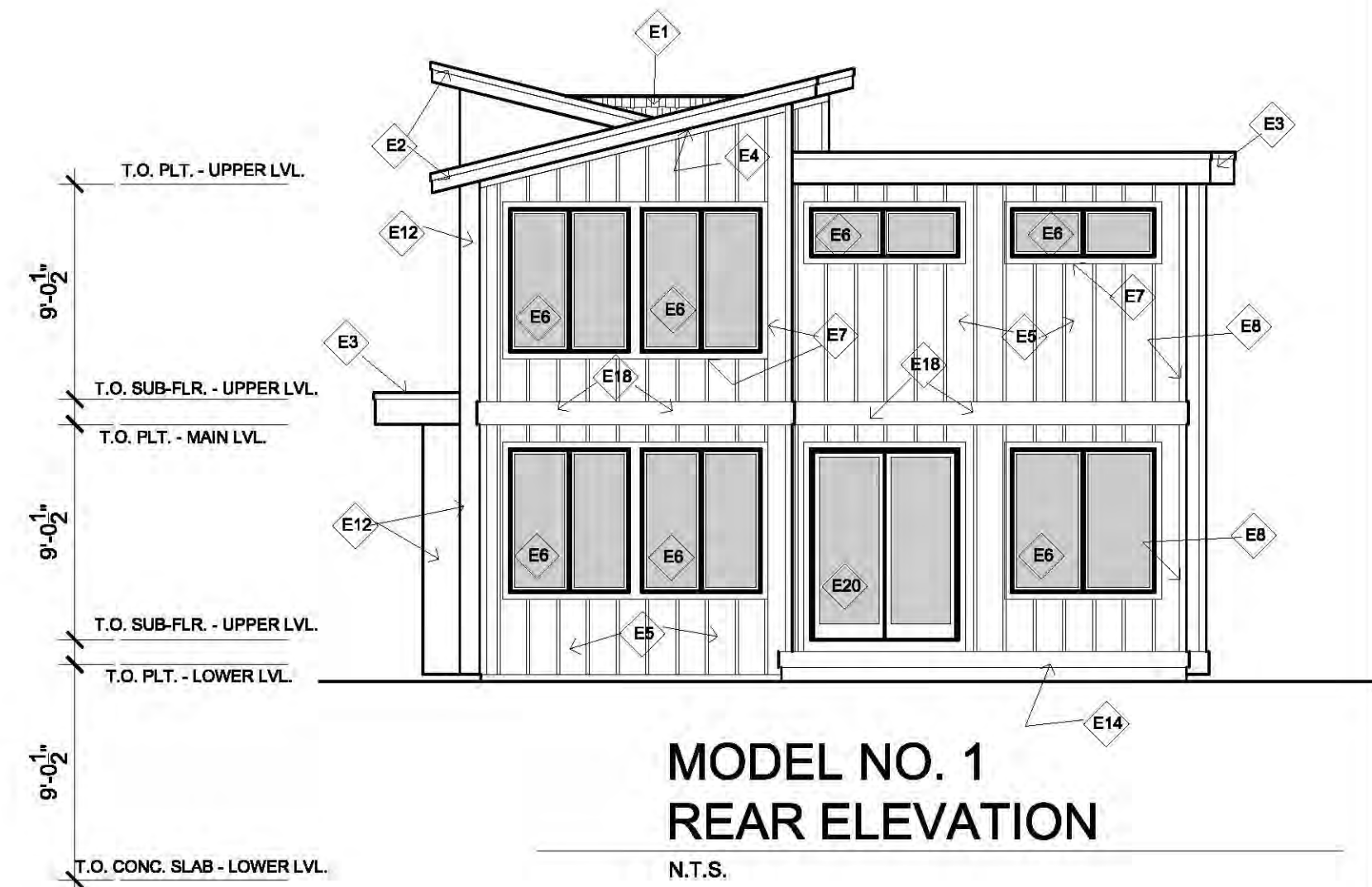
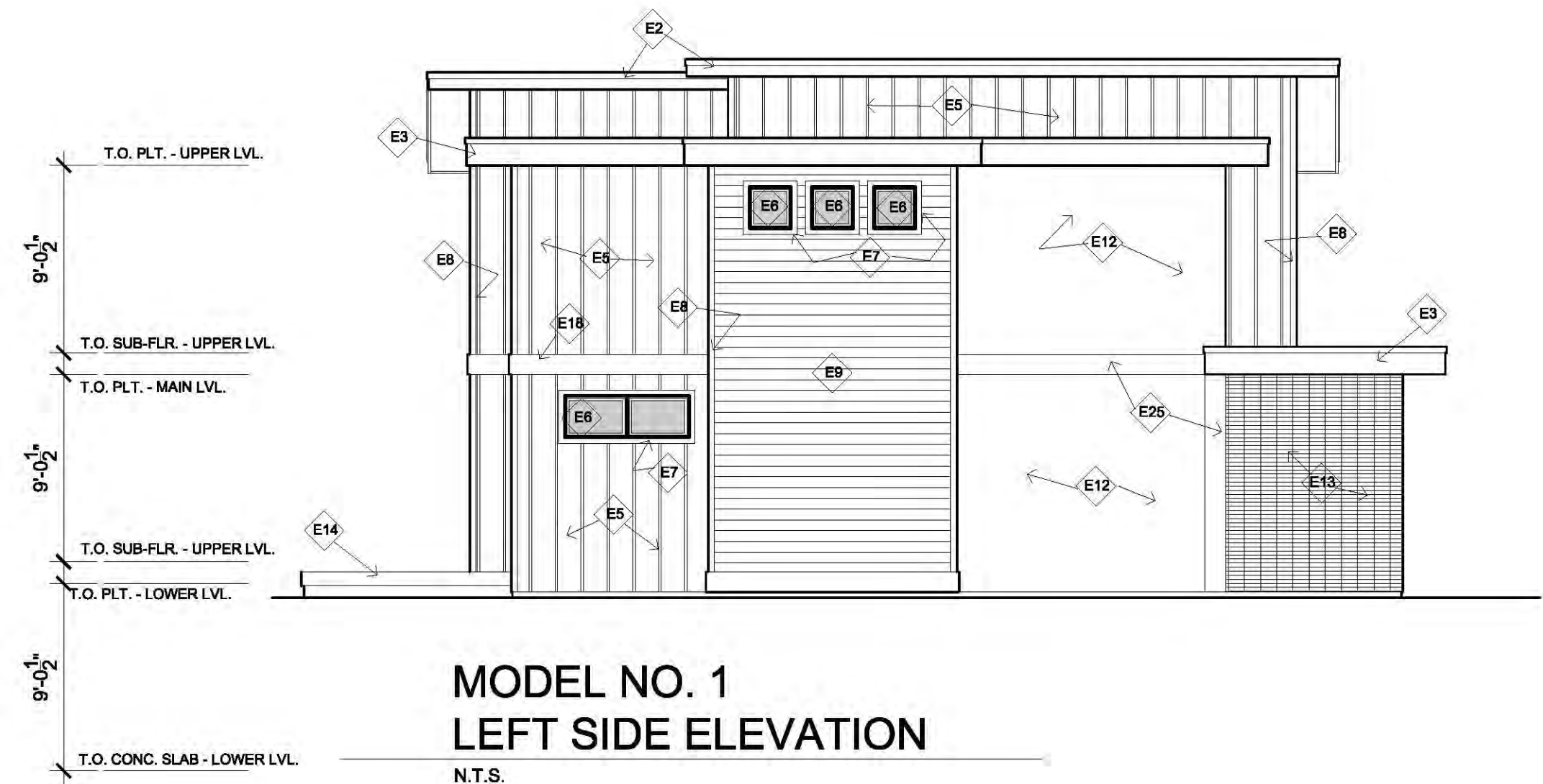
TYPICAL HOUSE ELEVATIONS
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BERKELEY MEADOWS
PLANNED UNIT DEVELOPMENT - FINAL DEVELOPMENT PLAN
LOCATED IN THE SOUTHEAST 1/4 OF SECTION 8,
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BUILDING ELEVATION KEYED NOTES:

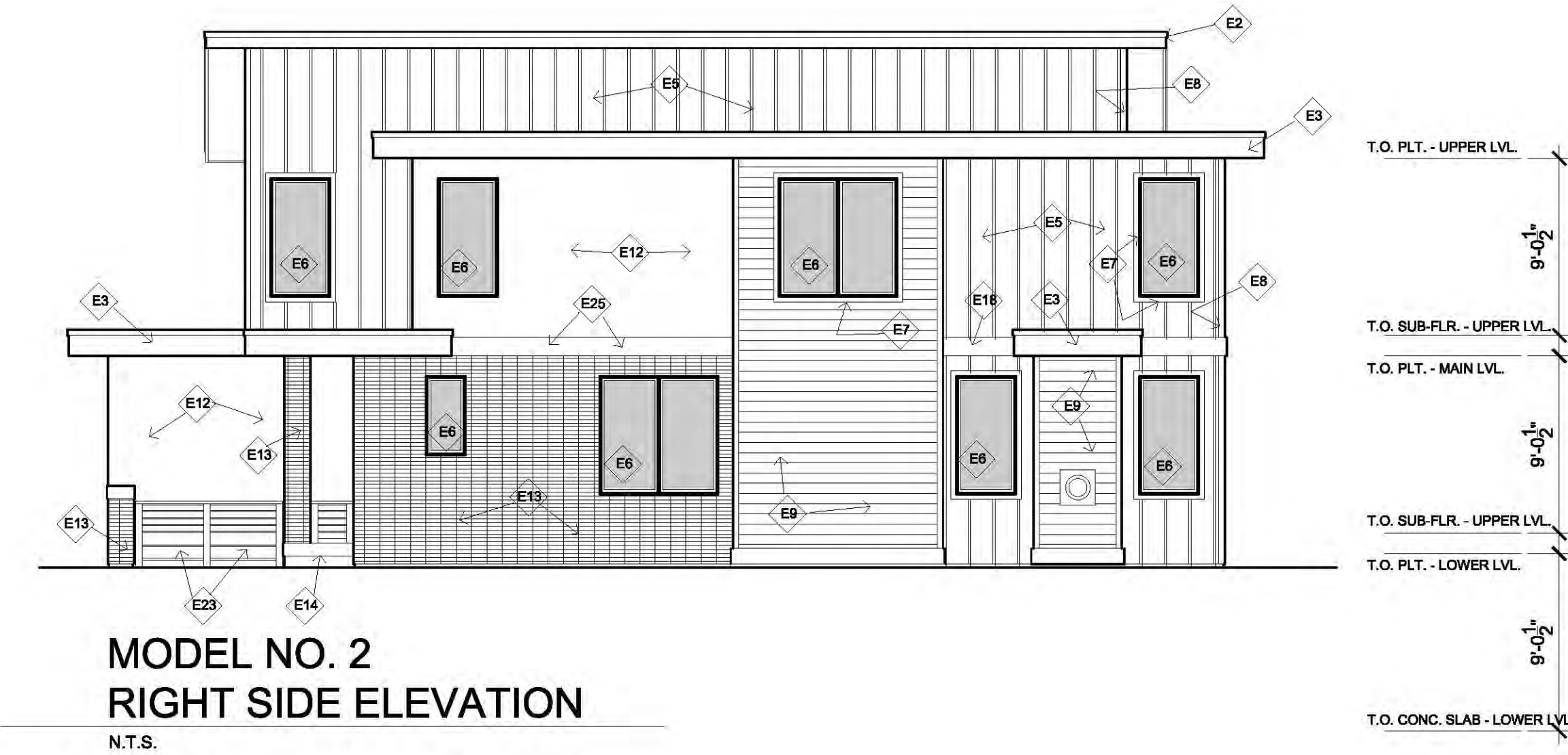
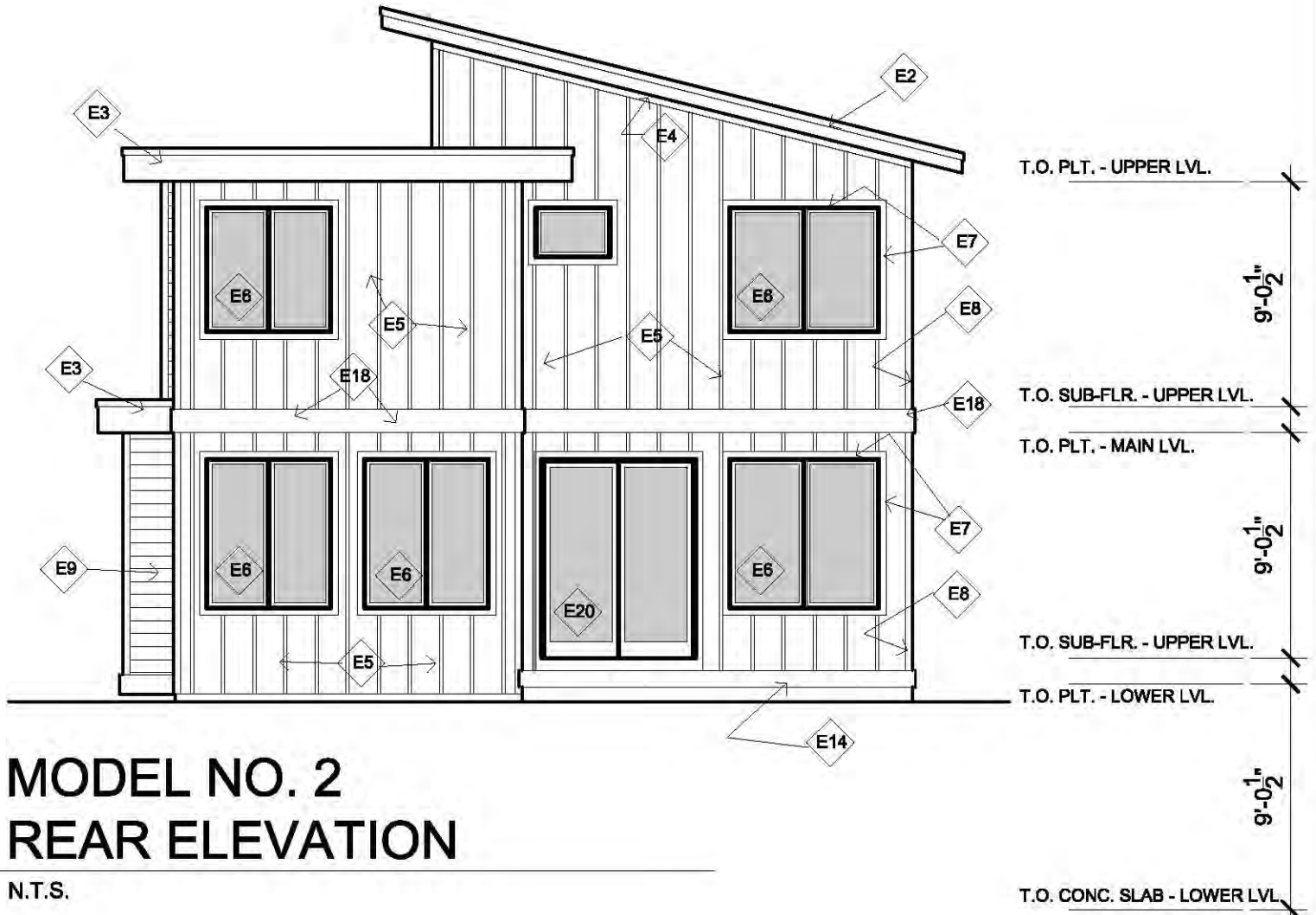
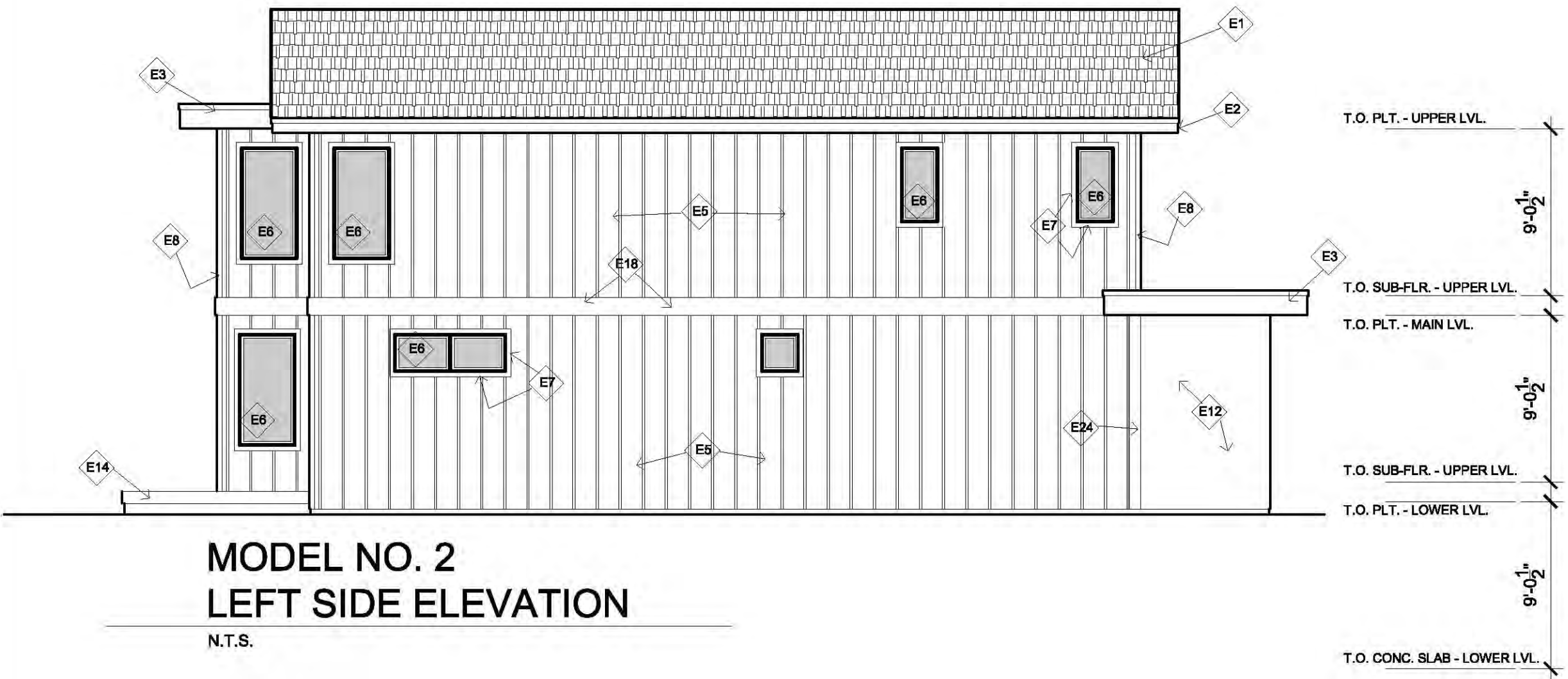
- E1 ARCHITECTURAL GRADE (50 YR.) COMPOSITION SHINGLE ROOFING
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- E8 1 x 4 SYNTHETIC WOOD CORNER TRIM
- E9 HORIZONTAL SYNTHETIC WOOD SIDING (4" REVEAL) (SIMULATED T & G - 'HARDI-SIDING PANEL' OR APP'D. EQUAL)
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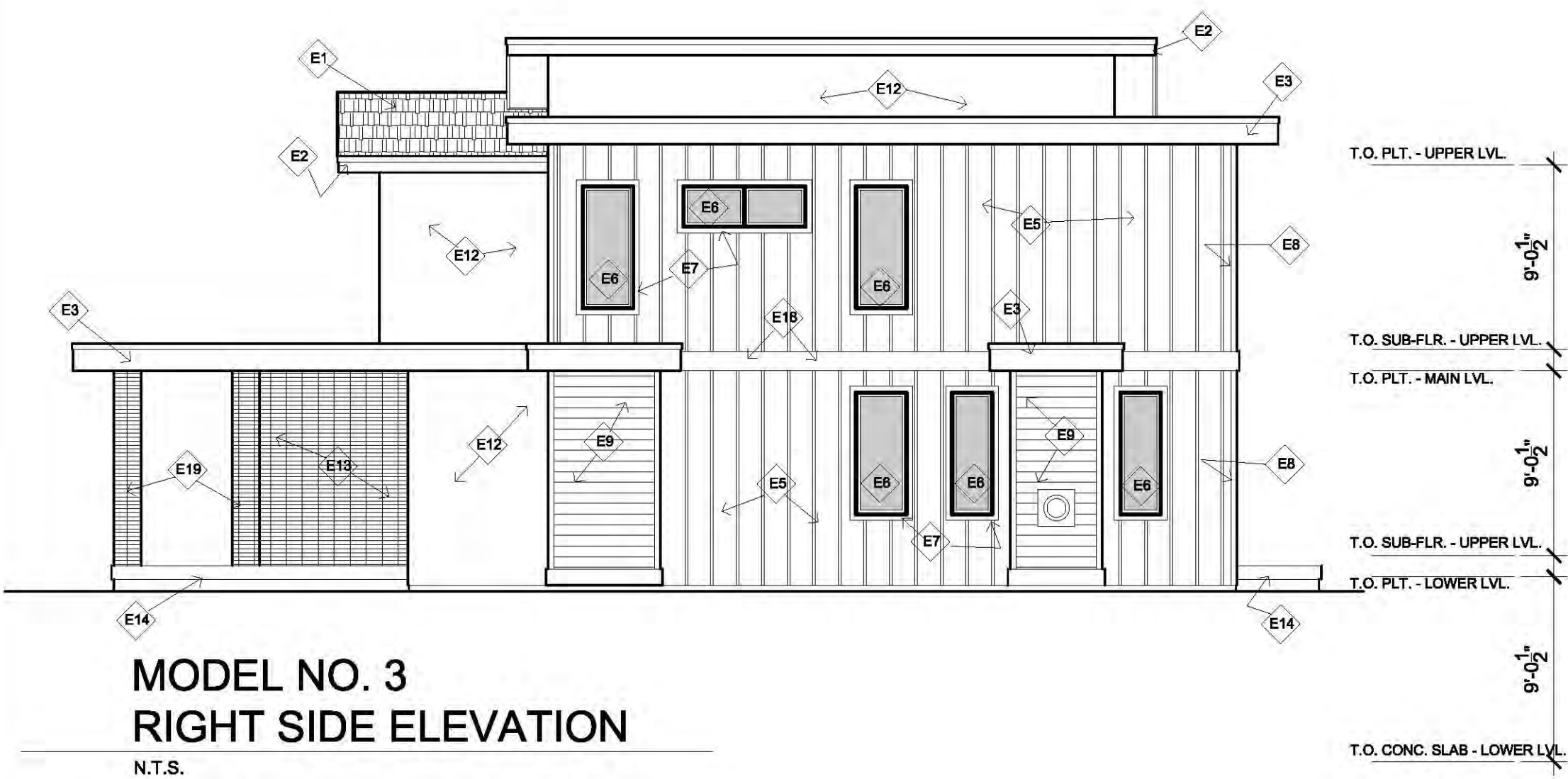
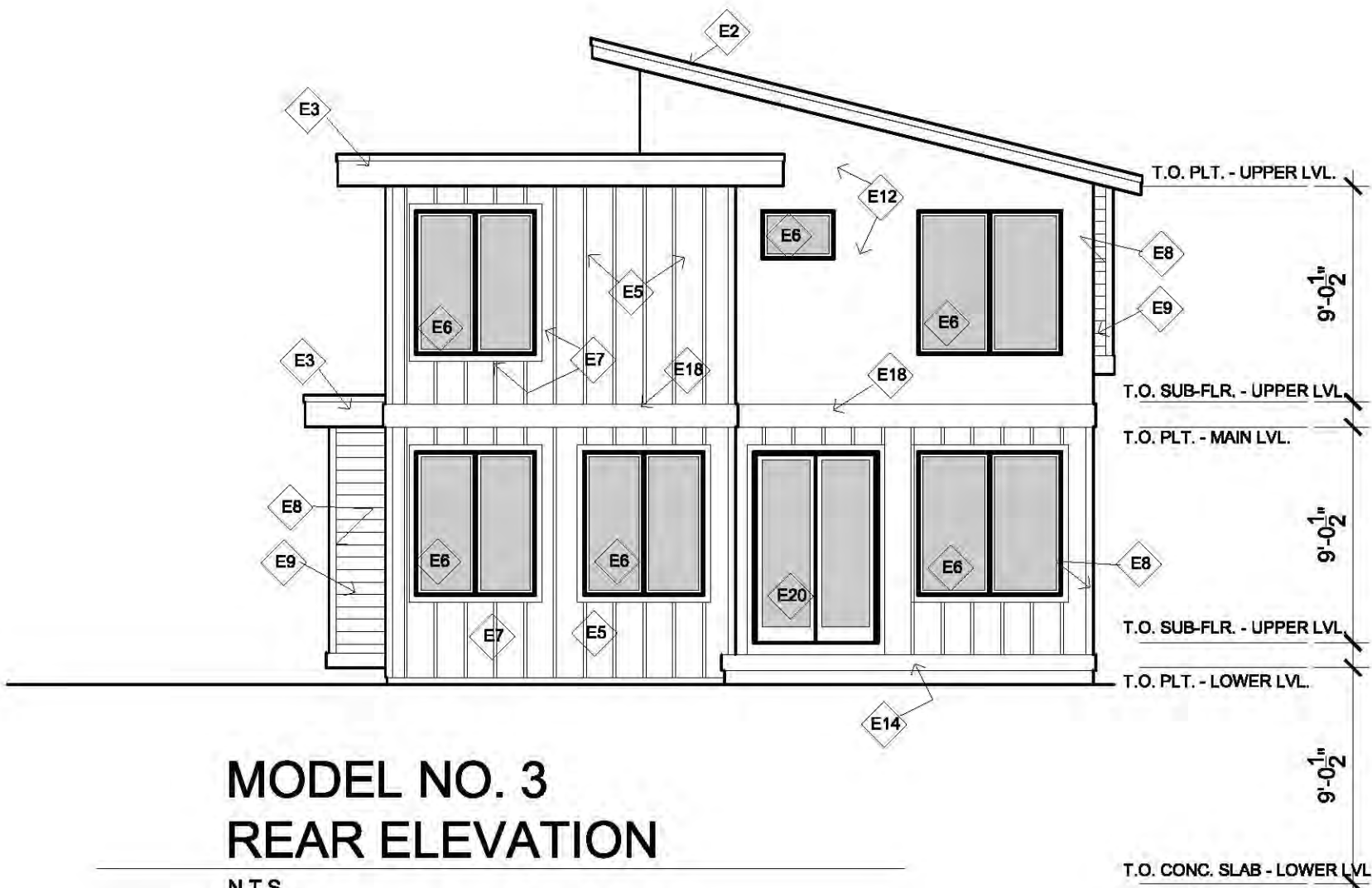
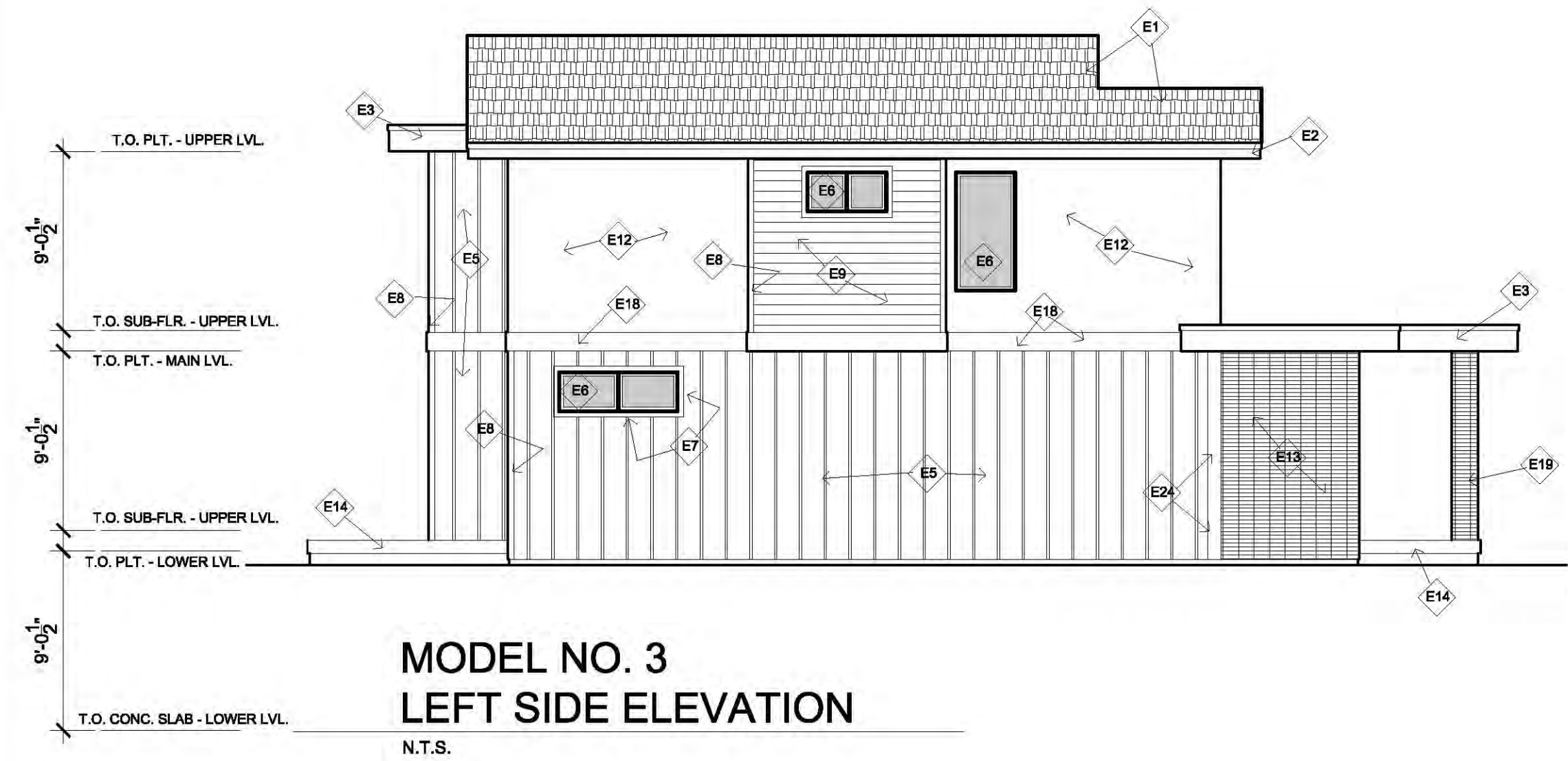
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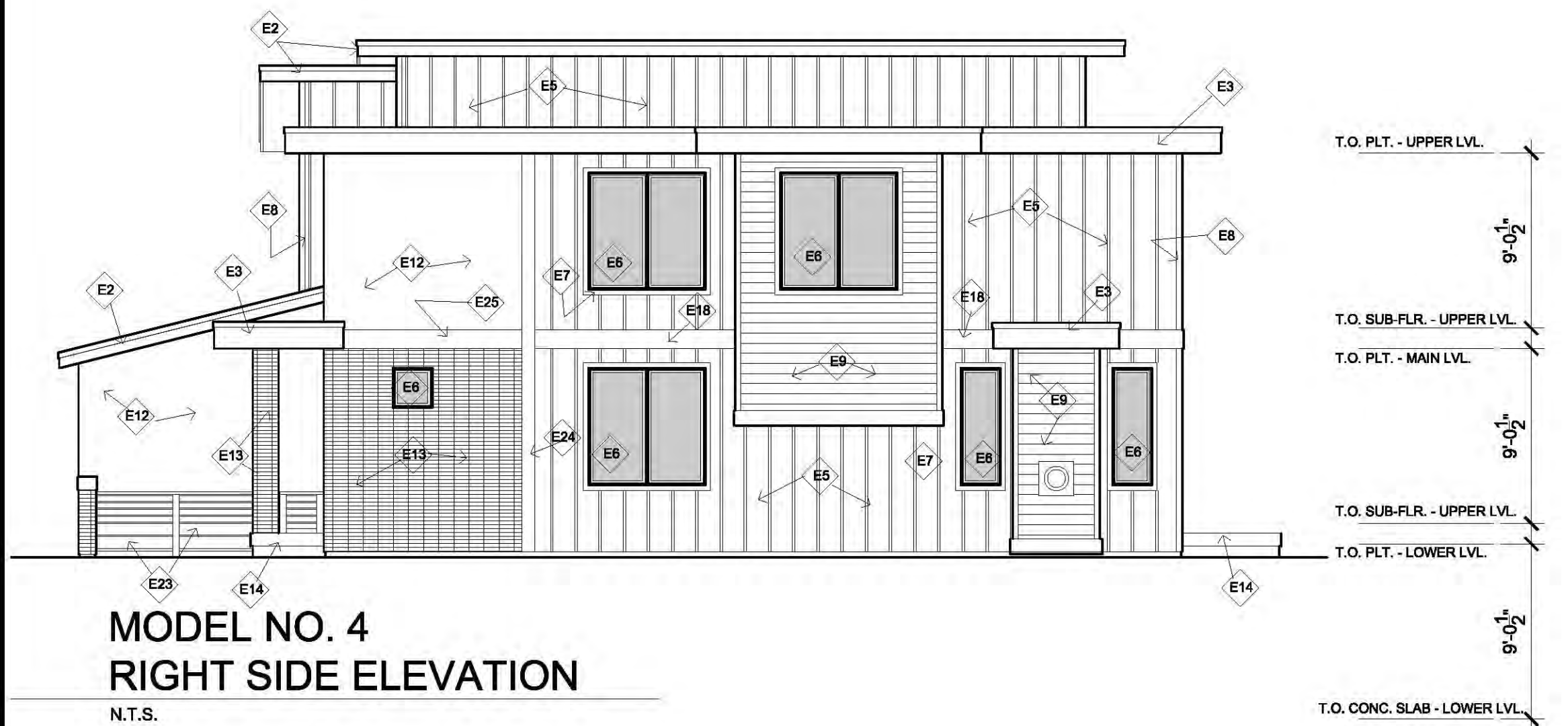
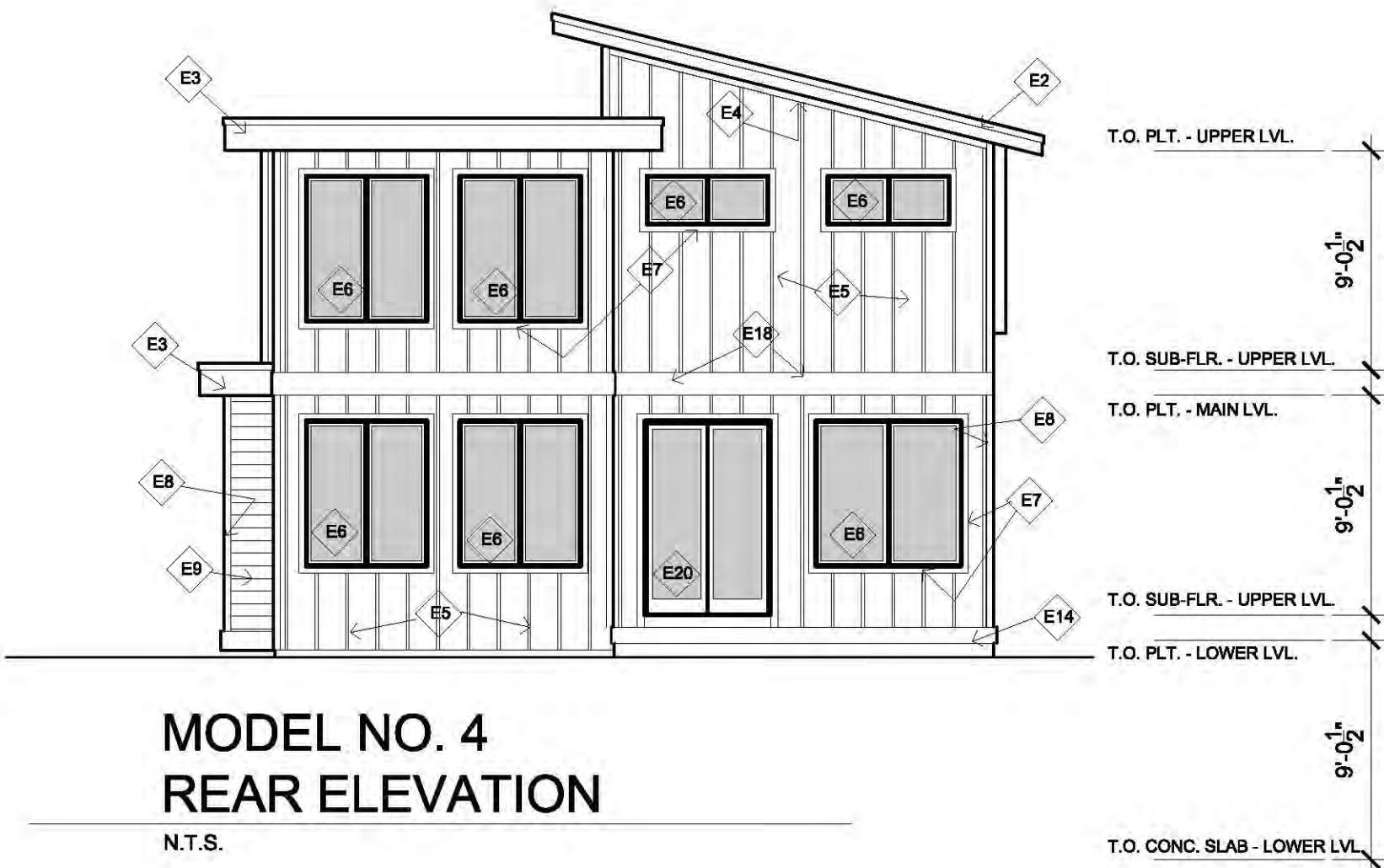
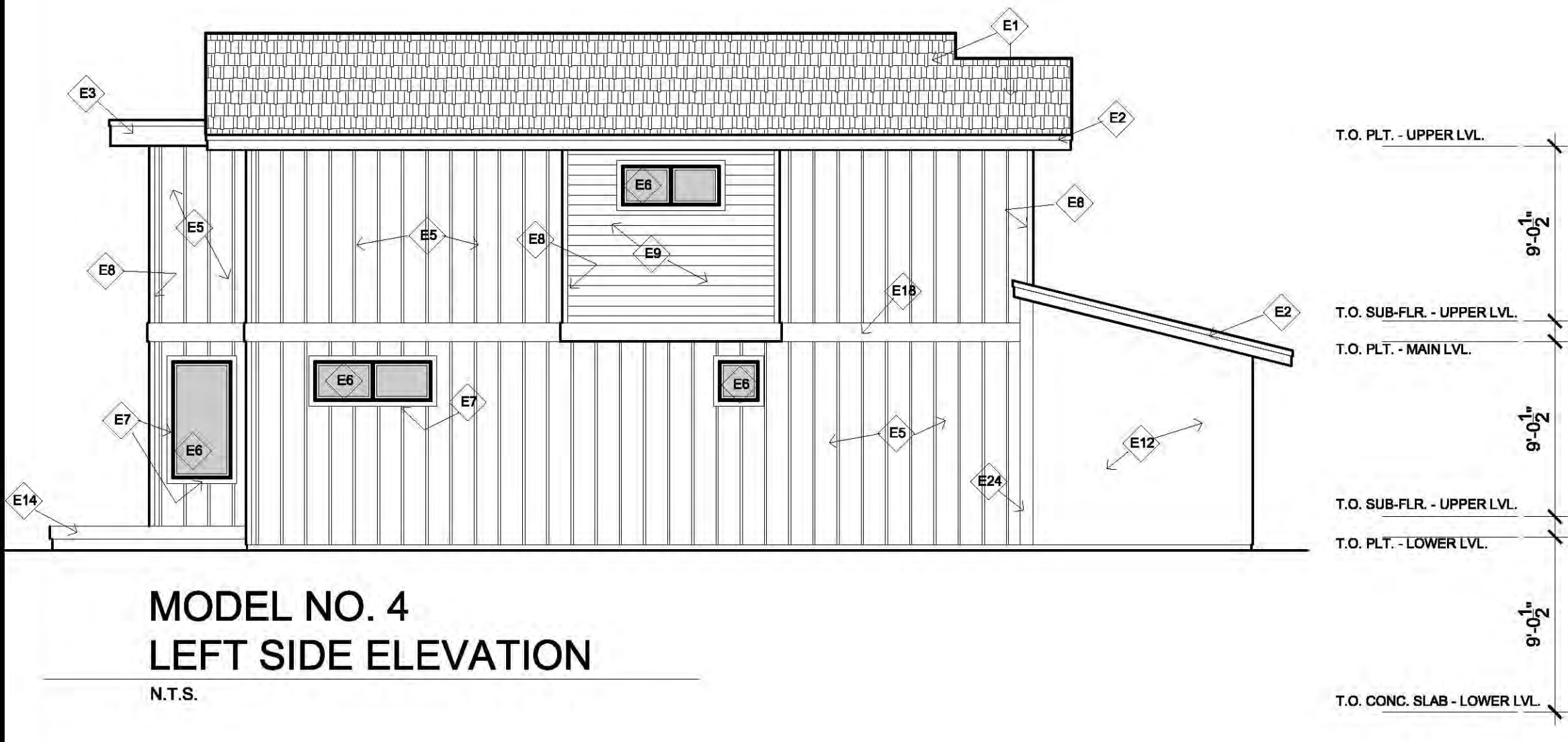
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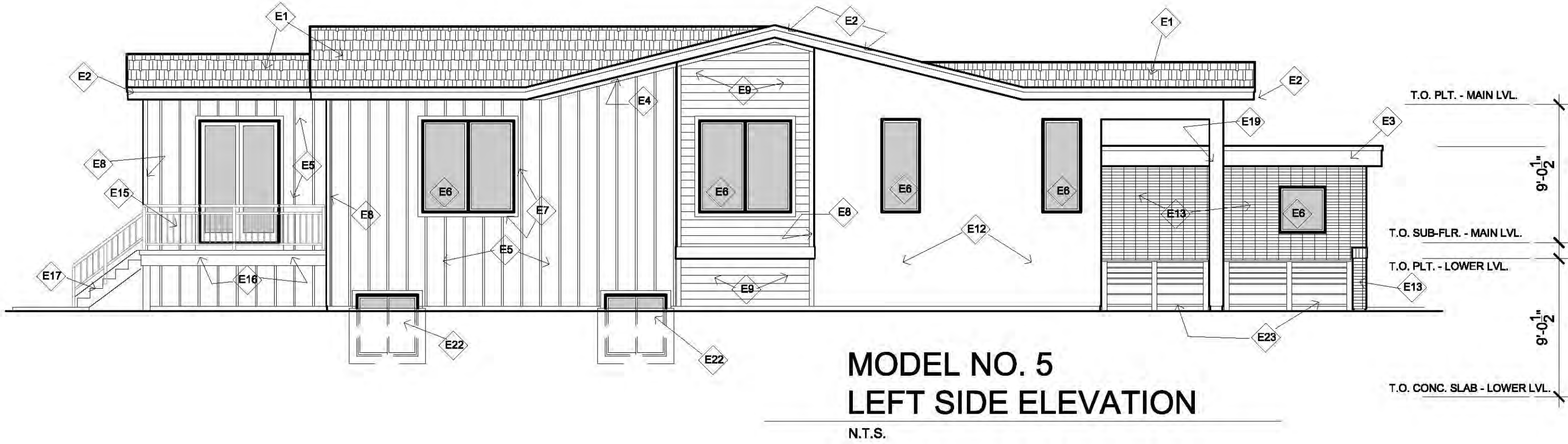
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JOB NO. 15565.00
DATE 10/17/18

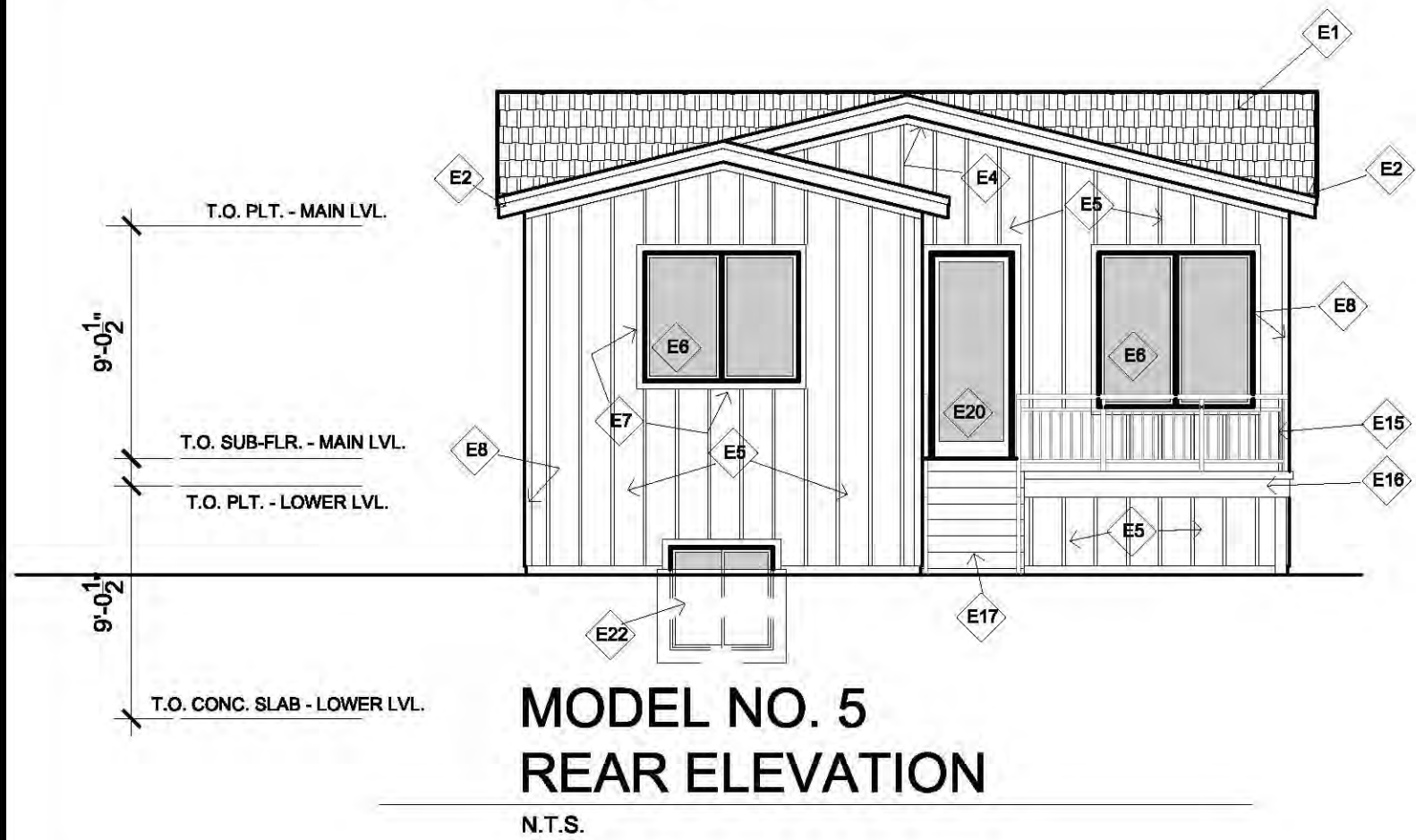
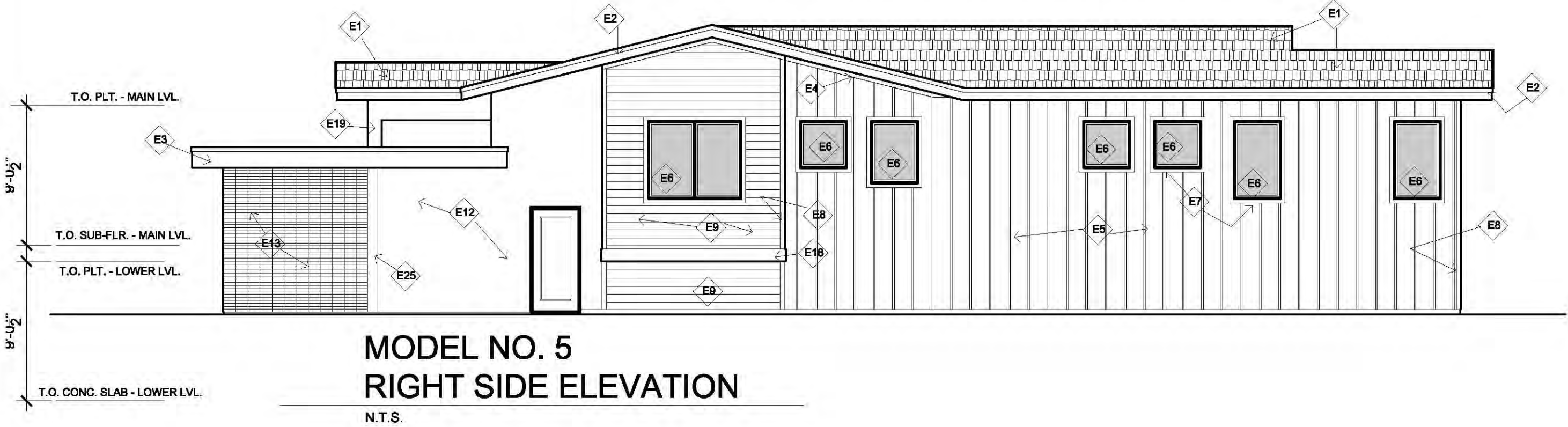


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BERKELEY MEADOWS
PLANNED UNIT DEVELOPMENT - FINAL DEVELOPMENT PLAN
LOCATED IN THE SOUTHEAST 1/4 OF SECTION 8,
TOWNSHIP 3 SOUTH, RANGE 68 WEST, 6TH PRINCIPAL MERIDIAN,
COUNTY OF ADAMS, STATE OF COLORADO



- BUILDING ELEVATION KEYED NOTES:**
- E1 ARCHITECTURAL GRADE (50 YR.) COMPOSITION SHINGLE ROOFING
 - E2 SYNTHETIC WOOD FASCIA & TRIM (1 x 4 OVER 5/4 x 10)
 - E3 SYNTHETIC WOOD FASCIA (1 x 4 OVER COMPOSITE 5/4 x 18)
 - E4 1 x 4 SYNTHETIC WOOD FRIEZE BOARD
 - E5 SYNTHETIC BOARD AND BATTEN SIDING PANELS (HARDI-PANEL OR APPD. EQUAL)
 - E6 VINYL WINDOW w/ PERIMETER FLASHING
 - E7 1 x 4 SYNTHETIC WOOD TRIM (@ WINDOW / DOOR PERIMETER)
 - E8 1 x 4 SYNTHETIC WOOD CORNER TRIM
 - E9 HORIZONTAL SYNTHETIC WOOD SIDING (4" REVEAL) (SIMULATED T & G - HARDI-SIDING PANEL OR APPD. EQUAL)
 - E10 INSULATED STEEL OVERHEAD SECTIONAL GARAGE DOOR w/ GLASS LITES
 - E11 INSULATED STEEL (DECORATIVE) ENTRY DOOR w/ GLASS LITES
 - E12 CEMENT STUCCO FINISH w/ INTEGRAL COLOR
 - E13 THIN BRICK MASONRY VENEER
 - E14 CONCRETE PORCH / PATIO SLAB
 - E15 PREFINISHED ALUMINUM GUARDRAIL (36" H. - SECURE TO CONC. SLAB.)
 - E16 SYNTHETIC WOOD DECKING OVER P.T. WOOD FRAMING
 - E17 SYNTHETIC WOOD STAIR TREADS OVER CEDAR WOOD FRAMING
 - E18 5/4 x 10 SYNTHETIC WOOD TRIM BAND
 - E19 CEMENT STUCCO COLUMN ENCLOSURE
 - E20 SOLID CORE DOOR w/ FULL LITES (SLIDING or SWING)
 - E21 NOT USED.
 - E22 BASEMENT WINDOW w/ AREAWELL
 - E23 SYNTHETIC WOOD LOOK FENCE (36" H.) w/ GATE
 - E24 5/4 x 8 SYNTHETIC WOOD TRIM BAND
 - E25 10" w. x 1 1/2" d. CEMENT STUCCO ACCENT BAND



TYPICAL HOUSE ELEVATIONS
BERKELEY MEADOWS
JOB NO. 15565.00
DATE 10/17/18



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x:\15565000\Drawings\sheet.dwg:PSD Final\15565000.dwg: House Elevations - Model 5, 10/17/2018 9:13:24 AM, oconnor

BERKELEY MEADOWS

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 8,
TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF ADAMS, STATE OF COLORADO

SHEET 1 OF 3

CASE NO. **PRC 2016-00005**

LEGAL DESCRIPTION AND DEDICATION STATEMENT

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED ARE THE OWNER(S) OF THE LAND SITUATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SE1/4 SECTION 8, THENCE NORTH ALONG SECTION LINE FOR 1464 FEET TO SOUTH LINE OF COLORADO AND SOUTHERN RAIL ROAD RIGHT OF WAY, THENCE IN A SOUTHWESTERLY DIRECTION ALONG SAID COLORADO AND SOUTHERN RAIL ROAD RIGHT OF WAY TO A POINT 331.75 FEET WEST OF EAST LINE OF SAID SECTION AND THENCE SOUTH 1364 FEET TO SOUTH LINE SAID SECTION THENCE EAST 331.75 FEET TO PLACE OF BEGINNING.

EXCEPT ROAD ON SOUTH SIDE AS PER DEED OF RECORD, THE PROPERTY CONVEYED BY THE PERSONAL REPRESENTATIVE'S DEED DATED MARCH 12, 2009 AND RECORDED MARCH 12, 2009 AT RECEPTION NO. 2009000017688, AND THE PROPERTY CONVEYED BY THE PERSONAL REPRESENTATIVE'S DEED DATED MARCH 12, 2009 AND RECORDED MARCH 12, 2009 AT RECEPTION NO. 2009000017689.

THE ABOVE DESCRIBED PROPERTY ALSO BEING DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING MONUMENTED BY A 3-1/4" ALUMINUM CAP MARKED "PLS 16406, 1996" AT THE SOUTHEAST CORNER AND A 3-1/4" ALUMINUM CAP MARKED "PLS 20160, 1998" AT THE EAST QUARTER CORNER, BEING ASSUMED TO BEAR S00°13'28"E A DISTANCE OF 2640.17 FEET.

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 8;

THENCE ON SAID EAST LINE OF THE SOUTHEAST QUARTER, N00°13'28"W 222.47 FEET, TO A POINT ON THE NORTHERLY LINE OF THAT PARCEL AS DESCRIBED AT RECEPTION NO. 2009000017688, AND THE POINT OF BEGINNING;

THENCE ON SAID NORTHERLY LINE THE FOLLOWING FOUR (4) COURSES:

- S10°00'01"W A DISTANCE OF 168.18 FEET;
- S08°59'41"W A DISTANCE OF 6.85 FEET;
- S45°32'10"W A DISTANCE OF 15.93 FEET;
- S89°12'23"W A DISTANCE OF 289.40 FEET, TO A POINT BEING 331.75 FEET WEST OF SAID EAST LINE OF THE SOUTHEAST QUARTER,

THENCE N00°13'28"W A DISTANCE OF 460.01 FEET, TO THE SOUTHEAST CORNER OF NORTHRIDGE ESTATES AT GOLD RUN SUBDIVISION AS DESCRIBED UNDER RECEPTION NUMBER C0700025;

THENCE ON THE EAST LINE OF SAID SUBDIVISION: N00°13'28"W A DISTANCE OF 869.57 FEET, TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF THE COLORADO AND SOUTHERN RAIL ROAD AS DESCRIBED IN BOOK 3475 AT PAGE 305;

THENCE ON SAID SOUTHERLY RIGHT OF WAY, N73°09'25"E A DISTANCE OF 227.36 FEET, TO A POINT ON THE WESTERLY LINE OF THAT PARCEL AS DESCRIBED AT RECEPTION NO. 2009000017689;

THENCE ON SAID WESTERLY LINE THE FOLLOWING TWO (2) COURSES:

- S26°51'36"E A DISTANCE OF 135.81 FEET;
- N89°46'28"E A DISTANCE OF 53.00 FEET TO A POINT ON SAID EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 8;

THENCE ON SAID EAST LINE OF THE SOUTHEAST QUARTER, S00°13'28"E A DISTANCE OF 1086.95 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS AN OVERALL CALCULATED AREA OF 441,825 SQUARE FEET OR 10.143 ACRES.

HAVE BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS AS SHOWN ON THIS PLAT UNDER THE NAME AND STYLE OF "BERKELEY MEADOWS", AND DO HEREBY DEDICATE TO THE COUNTY OF ADAMS, STATE OF COLORADO, FOR PUBLIC USE, ALL STREETS, AND OTHER PUBLIC WAYS AND LANDS AS SHOWN ON THIS PLAT, FOREVER, AND ALSO RESERVE THOSE PORTIONS OF REAL PROPERTY WHICH ARE LABELED AS UTILITY EASEMENTS AND/OR UTILITY AND DRAINAGE EASEMENTS ON THIS PLAT, FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES, INCLUDING BUT NOT LIMITED TO ELECTRIC LINES, GAS LINES, TELEPHONE LINES, WATER LINES, SEWER LINES; TOGETHER WITH THE RIGHT TO TRIM INTERFERING TREES AND BRUSH, TOGETHER WITH A PERPETUAL RIGHT OF INGRESS AND EGRESS FOR INSTALLATION, MAINTENANCE, AND REPLACEMENT OF SUCH LINES; SAID EASEMENTS AND RIGHTS TO BE UTILIZED IN A RESPONSIBLE AND PRUDENT MANNER.

EXECUTED THIS ____ DAY OF _____, 20 ____.

OWNER

DELWEST DEVELOPMENT CORPORATION

BY: _____
(SIGNATURE)

(NAME) AS _____
(TITLE)

ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____ }SS

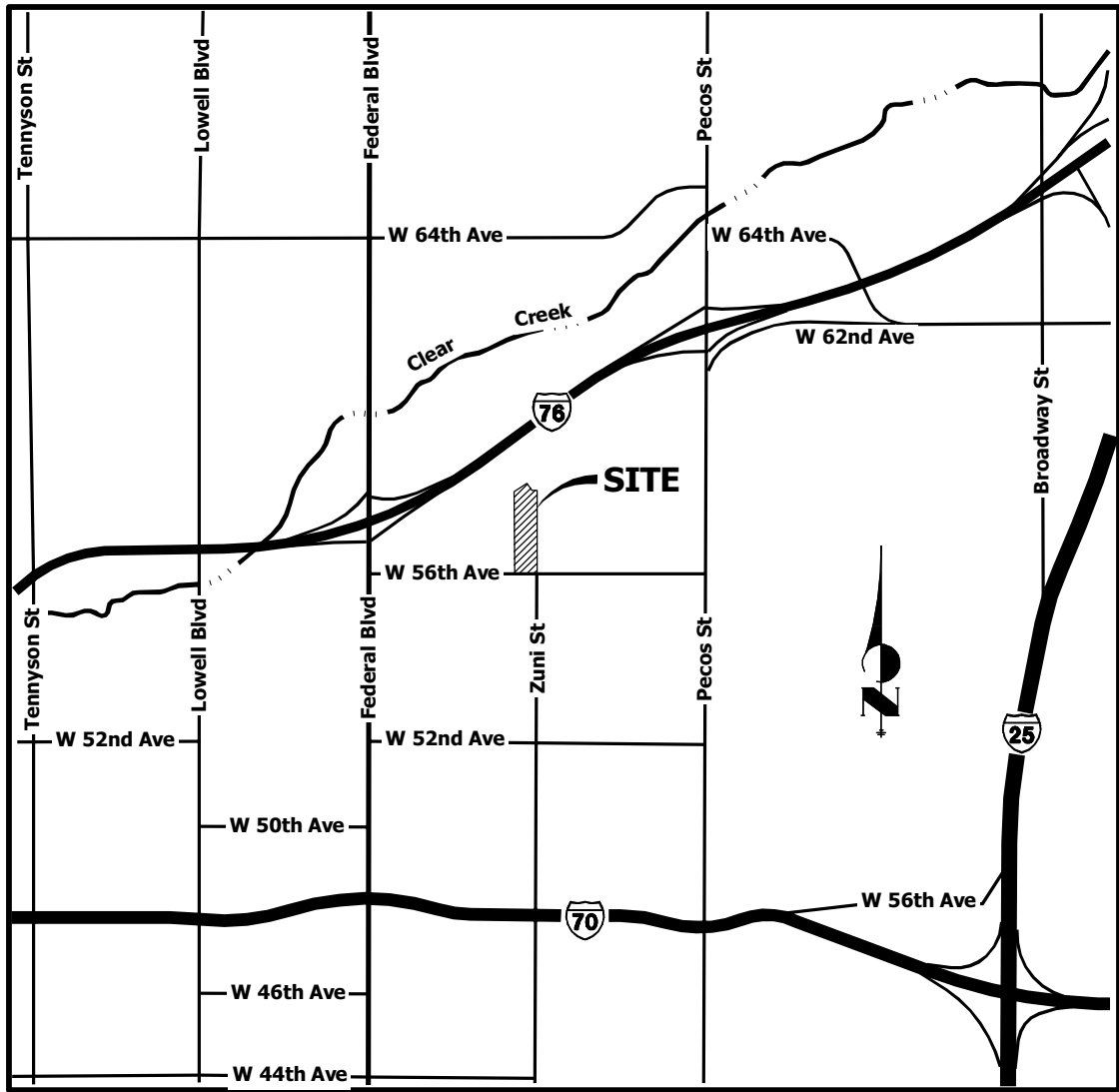
THE FOREGOING PLAT AND DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____.

A.D. 20____, BY _____ AS _____ OF DELWEST DEVELOPMENT CORPORATION

WITNESS MY HAND AND SEAL

BY: _____
NOTARY PUBLIC MY COMMISSION EXPIRES _____

MY ADDRESS IS: _____



VICINITY MAP

SCALE 1"=3000'

BOARD OF COUNTY COMMISSIONERS APPROVAL

APPROVED BY THE ADAMS COUNTY BOARD OF COMMISSIONERS THIS ____ DAY OF _____, 20 ____.

CHAIR

PLANNING COMMISSION APPROVAL

APPROVED BY THE ADAMS COUNTY PLANNING COMMISSION THIS ____ DAY OF _____, 20 ____.

CHAIR

FINAL PLAT
BERKELEY MEADOWS
JOB NO. 15565.00
DATE: AUGUST 24, 2018



7200 S. Alton Way, Suite C400 • Centennial, CO 80112
303-740-9393 • Fax: 303-721-9019 • www.jrengineering.com

SURVEYOR'S STATEMENT

I, JARROD ADAMS, A LICENSED LAND SURVEYOR, IN THE STATE OF COLORADO, ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, DO HEREBY STATE THAT, AS A RESULT OF A LAND SURVEY MADE UNDER MY RESPONSIBLE CHARGE, TO NORMAL STANDARDS OF CARE OF A PROFESSIONAL LAND SURVEYOR PRACTICING IN THE STATE OF COLORADO, THIS PLAT WAS MADE. DIMENSIONS AND BEARINGS SHOWN HEREON ACCURATELY REPRESENT SAID LAND SURVEY. THIS LAND SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY JR ENGINEERING TO: DETERMINE OWNERSHIP OF THIS TRACT, VERIFY THE DESCRIPTION SHOWN, VERIFY THE COMPATIBILITY OF THIS DESCRIPTION WITH THAT OF ADJACENT TRACTS, OR VERIFY EASEMENTS OF RECORD.



JARROD ADAMS, PROFESSIONAL LAND SURVEYOR
COLORADO NO. 38252
FOR AND ON BEHALF OF JR ENGINEERING, LLC

NOTICE:

PER C.R.S. 13-80-105, 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.

GENERAL NOTES:

- ADAMS COUNTY IS NOT RESPONSIBLE FOR THE ENFORCEMENT OF PRIVATE COVENANTS, CONDITIONS, AND RESTRICTIONS.
- BASIS OF BEARINGS: THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING MONUMENTED BY A 3-1/4" ALUMINUM CAP MARKED "PLS 16406, 1996" AT THE SOUTHEAST CORNER AND A 3-1/4" ALUMINUM CAP MARKED "PLS 20160, 1998" AT THE EAST QUARTER CORNER, BEING ASSUMED TO BEAR S00°13'28"E A DISTANCE OF 2640.17 FEET.
- PER C.R.S. 18-04-508, ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACTS ANY PUBLIC LAND SURVEY MONUMENT OR LAND MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR.
- THE LOCAL GOVERNMENT JURISDICTION HAS THE RIGHT TO ENTER TRACT A IN ORDER TO CONDUCT PERIODIC INSPECTIONS ON THE DRAINAGE FACILITIES.
- MAIL BOX KIOSK EASEMENTS SHALL BE DEDICATED TO THE BERKELEY MEADOWS HOME OWNERS ASSOCIATION.
- TRACT B IS FOR LANDSCAPING AND UTILITY USE, THIS TRACT SHALL BE OWNED AND MAINTAINED BY THE BERKELEY MEADOWS HOME OWNERS ASSOCIATION. A NON-EXCLUSIVE UTILITY EASEMENT RECORDED UNDER RECEPTION NO. 2017000045137 COVERS ALL OF TRACT B.
- TRACT A IS FOR LANDSCAPING AND DRAINAGE USE, THIS TRACT SHALL BE OWNED AND MAINTAINED BY THE BERKELEY MEADOWS HOME OWNERS ASSOCIATION.
- ALL FENCING ALONG THE RIGHT-OF-WAY OF ZUNI STREET SHALL BE MAINTAINED BY THE INDIVIDUAL PROPERTY OWNERS.
- THE POLICY OF THE COUNTY REQUIRES THAT MAINTENANCE ACCESS BE PROVIDED TO ALL STORM DRAINAGE FACILITIES TO ASSURE CONTINUOUS OPERATIONAL CAPABILITY OF THE SYSTEM. THE PROPERTY OWNERS SHALL BE RESPONSIBLE FOR 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 COSTS WILL BE ASSESSED TO THE PROPERTY OWNERS.
- ALL REFERENCES HEREON TO BOOKS, PAGES, MAPS AND RECEPTION NUMBERS ARE PUBLIC DOCUMENTS FILED IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER, COLORADO.
- PER C.R.S. 38-51-106, "ALL LINEAL UNITS DEPICTED ON THIS LAND SURVEY PLAT ARE U.S. SURVEY FEET. ONE METER EQUALS 39.37/12 U.S. SURVEY FEET, EXACTLY ACCORDING TO THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY."
- THIS LAND SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY JR ENGINEERING, LLC. OR THE SURVEYOR OF RECORD TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHT-OF-WAY OR TITLE OF RECORD, JR ENGINEERING, LLC. AND THE SURVEYOR OF RECORD RELIED UPON TITLE COMMITMENT ORDER NO. ABC70569240-2, AMENDMENT NO. 1, PREPARED BY CHICAGO TITLE INSURANCE COMPANY, DATED MARCH 20, 2018.
- THIS PLAN HAS BEEN APPROVED BY ADAMS COUNTY AND CREATES A VESTED PROPERTY RIGHT PURSUANT TO CRS #24-678-101, ET. SEQ., AS AMENDED, AND THE ADAMS COUNTY DEVELOPMENT STANDARDS AND REGULATIONS.
- ALL PRIVATE STORM SEWER AND AREA DRAIN SYSTEMS THAT ORIGINATE WITHIN A PRIVATE LOT OR PRIVATELY OWNED TRACT AND OUTFALL TO A PUBLIC STORM SEWER LOCATED WITHIN THE PUBLIC RIGHT-OF-WAY, ARE TO BE OWNED AND MAINTAINED BY DELWEST DEVELOPMENT CORPORATION, THEIR SUCCESSORS OR ASSIGNS. THE OWNERSHIP AND MAINTENANCE RESPONSIBILITIES FOR THESE PRIVATE STORM SEWERS SHALL BE UP TO AND INCLUDING THE CONNECTION POINT TO THE PUBLIC STORM SEWER WITHIN THE PUBLIC RIGHT-OF-WAY. DELWEST DEVELOPMENT CORPORATION, THEIR SUCCESSORS OR ASSIGNS SHALL SECURE APPLICABLE PERMITS FOR WORK WITHIN THE ADAMS COUNTY RIGHT-OF-WAY WHENEVER MAINTENANCE IS WITHIN THE PUBLIC RIGHT-OF-WAY.

CLERK AND RECORDER

THIS FINAL PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER IN THE STATE OF COLORADO AT ____M ON THIS ____ DAY OF _____, 20 ____.

COUNTY CLERK AND RECORDER

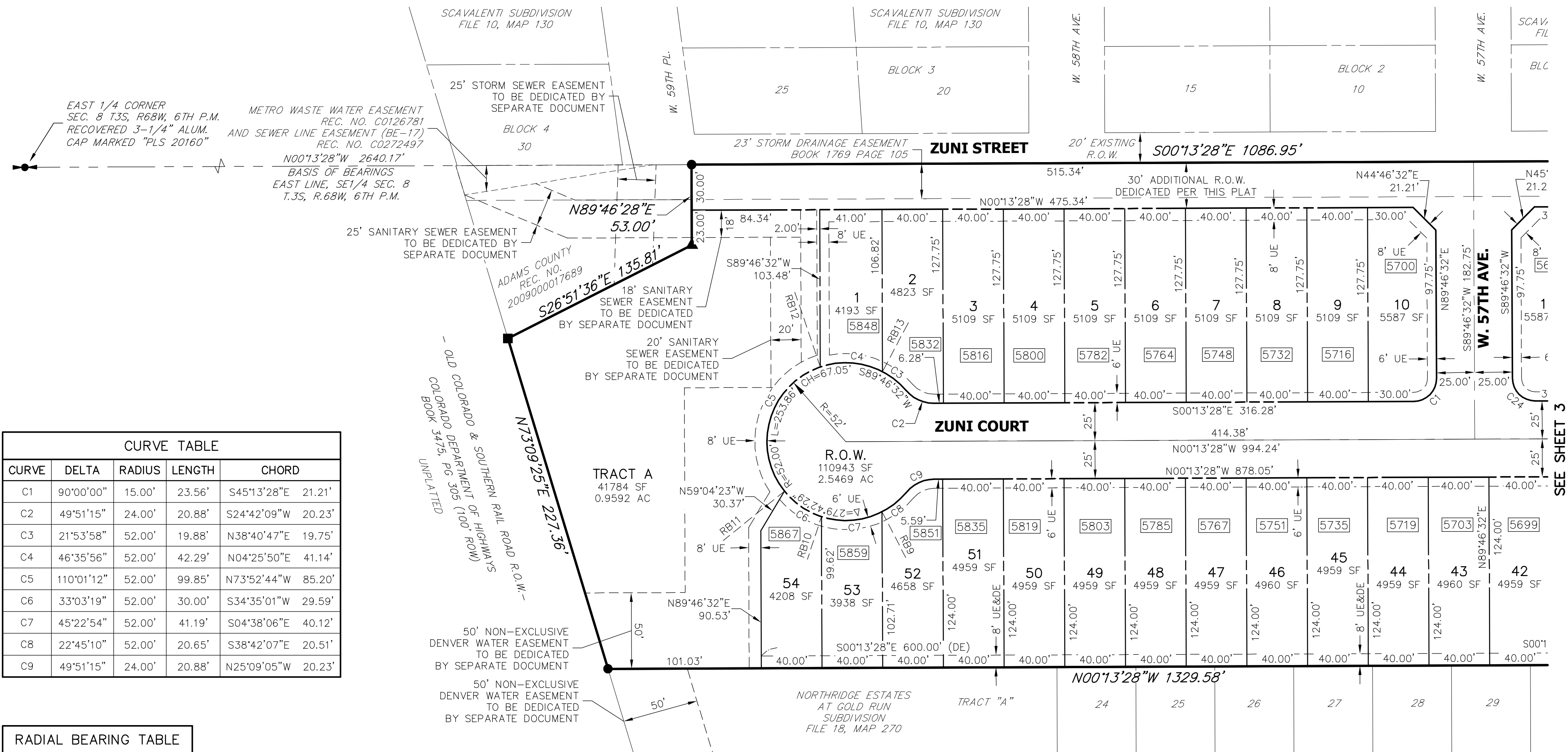
BY DEPUTY: _____ RECEPTION NO. _____

BERKELEY MEADOWS

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 8,
TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF ADAMS, STATE OF COLORADO

SHEET 2 OF 3

CASE NO. **PRC 2016-00005**

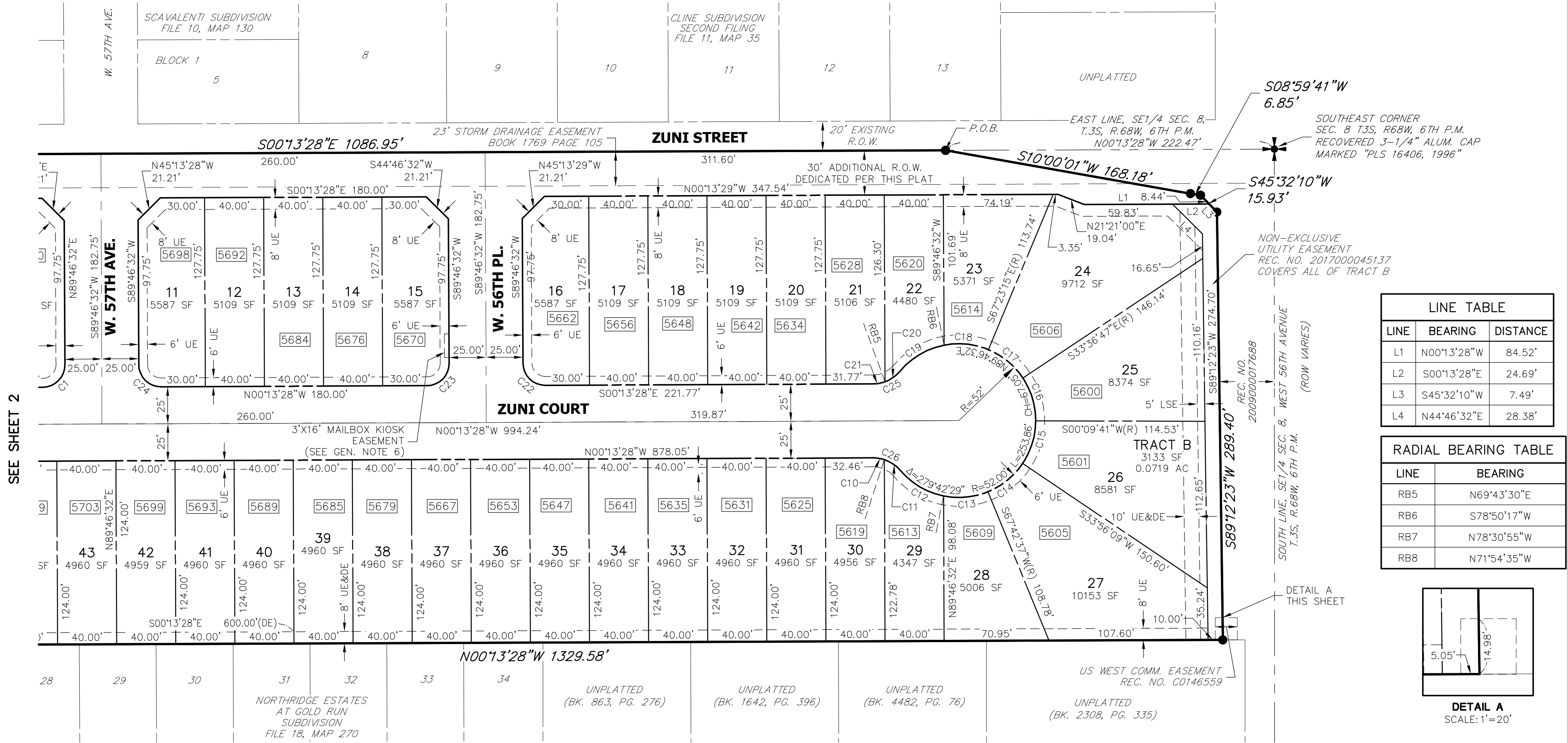


BERKELEY MEADOWS

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 8,
TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF ADAMS, STATE OF COLORADO

SHEET 3 OF 3

CASE NO. **PRC 2016-00005**

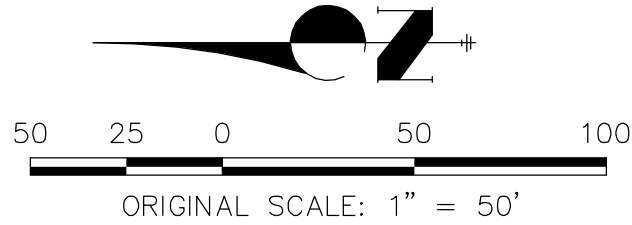


CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	90°00'00"	15.00'	23.56'	S45°13'28"E 21.21'
C10	18°18'53"	24.00'	7.67'	N08°55'58"E 7.64'
C11	31°32'22"	24.00'	13.21'	N33°51'36"E 13.05'
C12	38°08'42"	52.00'	34.62'	S30°33'26"W 33.98'
C13	33°46'28"	52.00'	30.65'	S05°24'09"E 30.21'
C14	33°46'28"	52.00'	30.65'	S39°10'37"E 30.21'
C15	33°46'28"	52.00'	30.65'	S72°57'05"E 30.21'
C16	33°46'28"	52.00'	30.65'	N73°16'27"E 30.21'
C17	33°46'28"	52.00'	30.65'	N39°29'59"E 30.21'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C18	33°46'28"	52.00'	30.65'	N05°43'31"E 30.21'
C19	38°55'00"	52.00'	35.32'	N30°37'13"W 34.64'
C20	29°48'13"	24.00'	12.48'	S35°10'36"E 12.34'
C21	20°03'02"	24.00'	8.40'	S10°14'59"E 8.36'
C22	90°00'00"	15.00'	23.56'	S44°46'32"W 21.21'
C23	90°00'00"	15.00'	23.56'	S45°13'28"E 21.21'
C24	90°00'00"	15.00'	23.56'	S44°46'32"W 21.21'
C25	49°51'15"	24.00'	20.88'	S25°09'05"E 20.23'
C26	49°51'15"	24.00'	20.88'	N24°42'09"E 20.23'

LEGEND

- RECOVERED REBAR AND 1-1/4" YELLOW PLASTIC CAP MARKED "PLS 38029"
- RECOVERED 2 REFERENCE MONUMENTS (ONE IS 1' SOUTH AND ONE IS 1' EAST) BOTH ARE NAILS & 1" DISKS MARKED "PLS 30829" SET IN CONC. FOOTER AT FENCE POST
- RECOVERED 2 REFERENCE MONUMENTS (ONE IS 1' WEST AND ONE IS 1' SE) BOTH ARE 1" DISKS MARKED "PLS 30829" WIRED TO FENCE POSTS
- UE UTILITY EASEMENT
- LSE LANDSCAPE AND SIGNAGE EASEMENT
- DE DRAINAGE EASEMENT
- [5810] ADDRESS



FINAL PLAT
BERKELEY MEADOWS
JOB NO. 15565.00
DATE: AUGUST 24, 2018



7200 S. Alton Way, Suite C400 • Centennial, CO 80112
303-740-9393 • Fax 303-721-9019 • www.jrengineering.com

SUBDIVISION IMPROVEMENTS AGREEMENT

THIS AGREEMENT is made and entered into by and between the County of Adams, State of Colorado, hereinafter called "County," and Delwest Development Corporation, 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-1 and B-2" 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 dates" appearing in Exhibits "B-1 and B-2". 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 written form only.
5. **Guarantee of Compliance.** Developer shall furnish to the County a cash escrow deposit or other acceptable collateral, releasable only by the County, to guarantee compliance with this agreement. Said collateral shall be in the amount of \$832,842.99, 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 of all improvements described in Exhibit "B-1" and Exhibit "B-2" 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 building permits shall be issued until said collateral is furnished in the amount required and in a form acceptable to the Board of County Commissioners, and until the final plat has been approved and the improvements described in Exhibit "B-1" have been preliminarily accepted by the Department of Public Works. Phase "B-2" (final 2 inch lift of asphalt) shall be completed prior to issuance of any certificate of occupancies in the subdivision.

6. **Acceptance and Maintenance of Public Improvements.** All improvements designated "public" on Exhibit "B-1" and Exhibit "B-2" 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, and to dedicate described property.

A. **Improvements.** Designate separately each public and private improvement.

Public Improvements:

Grading, roadways and storm drainage improvements per construction plans. See Exhibit "B-1" and Exhibit "B-2" for description, estimated quantities and estimated construction costs.

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-1" and Exhibit "B-2".

- B. **Public dedication of land for right-of-way purposes or other public purpose.** Upon approval of this agreement by the Board of County Commissioners, the Developer hereby agrees to convey by subdivision plat to the County of Adams the following described land for right-of-way or other public purposes:

(Zuni Street, Zuni Court, 56th Place and 57th Avenue).

Delwest Development Corporation

By: _____
Name, Title

By: _____
Name, Title

The foregoing instrument was acknowledged before me this ____ day of _____, 2018__, by _____.

My commission expires: _____

Address: _____

Notary Public

APPROVED BY resolution at the meeting of _____, 2018__.

Collateral to guarantee compliance with this agreement and construction of public improvements shall be required in the amount of \$832,842.99. No building permits shall be issued until said collateral is furnished in the amount required and in a form acceptable to the Board of County Commissioners.

\

ATTEST:

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Clerk of the Board

Chair

EXHIBIT B-1
PUBLIC IMPROVEMENTS COSTS
BERKELEY MEADOWS
ADAMS COUNTY
August 17, 2018
PHASE B-1

Work Category	Improvement Item	Unit	Quantity/ Length	Unit Cost	Total Cost
Grading	Topsoil Grading	CY	8,631	\$ 3.00	\$ 25,893.00
	Rough Grading Including Detention Pond	CY	13,645	\$ 3.00	\$ 40,935.00
				SUBTOTAL	\$ 66,828.00
Public Circulation					
	Zuni Street				
	Hot Bituminous Pavement 5.5" Depth - Zuni	TON	1,241	\$ 80.00	\$ 99,280.00
	Adjust Manholes	EA	9	\$ 896.00	\$ 8,064.00
	Median Curb and Gutter	LF	1,141	\$ 21.00	\$ 23,961.00
	Vertical Combination Curb, Gutter, and 10' Sidewalk	LF	1,123	\$ 40.00	\$ 44,920.00
	R3-8 Modified	EA	1	\$ 300.00	\$ 300.00
	R1-1 Stop Sign	EA	1	\$ 350.00	\$ 350.00
	R7-1 Modified	EA	3	\$ 285.00	\$ 855.00
	8" Solid White Striping	LF	65	\$ 6.00	\$ 390.00
	4" Double Yellow Solid Striping	LF	65	\$ 4.00	\$ 260.00
				SUBTOTAL	\$ 178,380.00
	Zuni Court				
	Hot Bituminous Pavement 4" Depth - Interior	TON	1,047	\$ 80.00	\$ 83,760.00
	Adjust Manholes	EA	4	\$ 896.00	\$ 3,584.00
	Adjust Water Valves	EA	7	\$ 495.00	\$ 3,465.00
	Combination Curb, Gutter, and 4'-11" Sidewalk	LF	2,170	\$ 30.00	\$ 65,100.00
	Handicap Ramps	SY	16	\$ 133.00	\$ 2,128.00
				SUBTOTAL	\$ 158,037.00
	56th Place				
	Hot Bituminous Pavement 4" Depth - Interior	TON	113	\$ 80.00	\$ 9,040.00
	Adjust Water Valves	EA	2	\$ 495.00	\$ 990.00
	8" Concrete Pan	SY	107	\$ 40.00	\$ 4,280.00
	Combination Curb, Gutter, and 4'-11" Sidewalk	LF	242	\$ 30.00	\$ 7,260.00
	Handicap Ramps	SY	32	\$ 133.00	\$ 4,256.00
	R1-1 Stop Sign	EA	2	\$ 350.00	\$ 700.00
				SUBTOTAL	\$ 26,526.00
	57th Avenue				
	Hot Bituminous Pavement 4" Depth - Interior	TON	113	\$ 80.00	\$ 9,040.00
	Adjust Water Valves	EA	3	\$ 495.00	\$ 1,485.00
	8" Concrete Pan	SY	107	\$ 40.00	\$ 4,280.00
	Combination Curb, Gutter, and 4'-11" Sidewalk	LF	242	\$ 30.00	\$ 7,260.00
	Handicap Ramps	SY	32	\$ 133.00	\$ 4,256.00
	R1-1 Stop Sign	EA	2	\$ 350.00	\$ 700.00
				SUBTOTAL	\$ 27,021.00
Storm Drainage					
	Inlets Type R, 5'	EA	1	\$ 5,084.00	\$ 5,084.00
	Inlets Type R, 10'	EA	2	\$ 6,926.00	\$ 13,852.00
	Outlet Structure	EA	2	\$ 6,014.00	\$ 12,028.00
	Storm Sewer Manhole 5'	EA	1	\$ 5,032.00	\$ 5,032.00
	Flared End Sections RCP (36")	EA	1	\$ 2,172.00	\$ 2,172.00
	Storm Sewer RCP 18"	LF	245	\$ 75.00	\$ 18,375.00
	Storm Sewer RCP 24"	LF	68	\$ 125.00	\$ 8,500.00
	Storm Sewer RCP 30"	LF	186	\$ 150.00	\$ 27,900.00
	Storm Sewer RCP 36"	LF	48	\$ 175.00	\$ 8,400.00
	Concrete Trickle Channel (2')	SY	26	\$ 40.00	\$ 1,040.00
	Outlet Walls	CY	3.50	\$ 932.00	\$ 3,262.00
	6" Depth Forebay w/Fibermesh	LS	1.00	\$ 4,000.00	\$ 4,000.00
	Type L Riprap Berm (Depth Varies)	SY	20.50	\$ 127.00	\$ 2,603.50
	Type M Riprap (24" Depth)	CY	38	\$ 127.00	\$ 4,826.00
				SUBTOTAL	\$ 117,074.50
				SUBTOTAL	\$ 573,866.50
				20% Administrative Fees	\$ 114,773.30
				SUBTOTAL	\$ 688,639.80
				5% Interest Per Year	\$ 34,431.99
				GRAND TOTAL	\$ 723,071.79

Prepared By: JR Engineering, LLC

Date

Owner/Applicant:

Date

Approved By: Adams County

Date

EXHIBIT B-2
PUBLIC IMPROVEMENTS COSTS
BERKELEY MEADOWS
ADAMS COUNTY
August 17, 2018
PHASE B-2

Work Category	Improvement Item	Unit	Quantity/ Length	Unit Cost	Total Cost
Public Circulation					
	Zuni Street				
	Hot Bituminous Pavement 2" Top Lift - Zuni	TON	452	\$ 80.00	\$ 36,160.00
				SUBTOTAL	\$ 36,160.00
	Zuni Court				
	Hot Bituminous Pavement 2" Top Lift - Interior	TON	523	\$ 80.00	\$ 41,840.00
				SUBTOTAL	\$ 41,840.00
	56th Place				
	Hot Bituminous Pavement 2" Top Lift - Interior	TON	57	\$ 80.00	\$ 4,560.00
				SUBTOTAL	\$ 4,560.00
	57th Avenue				
	Hot Bituminous Pavement 2" Top Lift - Interior	TON	57	\$ 80.00	\$ 4,560.00
				SUBTOTAL	\$ 4,560.00
				SUBTOTAL	\$ 87,120.00
				20% Administrative Fees	\$ 17,424.00
				SUBTOTAL	\$ 104,544.00
				5% Interest Per Year	\$ 5,227.20
				GRAND TOTAL	\$ 109,771.20

Prepared By: JR Engineering, LLC _____ Date _____

Owner/Applicant: _____ Date _____

Approved By: Adams County _____ Date _____

Community & Economic
Development Department
www.adcogov.org



4430 South Adams County Parkway
1st Floor, Suite W2000
Brighton, CO 80601-8204
PHONE 720.523.6800
FAX 720.523.6998

Development Review Team Comments

Date: 4/13/2016

Project Number: PRC2016-00005

Project Name: Berkeley Meadows

Note to Applicant:

The following review comments and information from the Development Review Team is based on the information you submitted for the Conceptual Review meeting and applicable to the submitted documents only. The Development Review Team review comments may change if you provide different information during the scheduled Conceptual Review meeting date. Please contact the case manager if you have any questions:

Commenting Division: Building Review

Name of Reviewer: Justin Blair

Date: 03/17/2016

Email:

Complete

BSD1- In allowing a minimum 5' setback, language should be added to the PUD stating that any portion of the structure < 5' is required to meet the current adopted building codes for fire rated construction.

Commenting Division: Building Review

Name of Reviewer: Justin Blair

Date: 03/17/2016

Email:

Complete

BSD1- In allowing a minimum 5' setback, language should be added to the PUD stating that any portion of the structure < 5' is required to meet the current adopted building codes for fire rated construction.

Commenting Division: Engineering Review

Name of Reviewer: Greg Labrie

Date: 03/15/2016

Email:

Complete

ENG1: Flood Insurance Rate Map – FIRM Panel Flood Insurance Rate Map – FIRM Panel #08001C0592H, Federal Emergency Management Agency, March 4, 2007. According to the above references, the “Berkeley Meadows” site is NOT located within a delineated 100-year flood hazard zone; A floodplain use permit will not be required.

ENG2: The applicant shall be responsible to ensure compliance with all Federal, State, and Local water quality construction requirements. The "Berkeley Meadows" site IS within County's MS4 Stormwater Permit area; a SWQ Permit will be required. 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. The SWMP must be signed and stamped by a Professional Engineer registered with the state of Colorado.

ENG3: 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 has submitted these documents and the first review cycle was completed. Comments were given to applicant in November of 2015 and those comments must be addressed by the applicant before final approval of the construction drawings.

ENG4: The developer is required to construct roadway improvements on all adjacent streets; Zuni St and W. 56th Avenue are adjacent to this site and will require improvements. 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.

ENG5: The County currently has capital improvements project planned for W 56th Avenue. The project has been awarded to a contractor and construction will begin soon. Because this is a current CIP project with the County, the Developer will be required to pay fees-in-lieu for these improvements, rather than construct them.

ENG6: There is a paragraph in the Subdivision Improvement Agreement (SIA) where the applicant is requesting a waiver from the traffic impact fees because of the public improvements that they are required to construct. Adams County Management staff must approve this request from the applicant before it can be added to the SIA.

ENG7: No building permits will be issued until all public improvements have been constructed, inspected and preliminarily accepted by the County's Transportation Dept.

ENG8: The developer is responsible for the repair or replacement of any broken or damaged section of curb gutter and sidewalk.

Commenting Division: Environmental Analyst Review

Name of Reviewer: Jen Rutter

Date: 03/17/2016

Email:

No Comment

Commenting Division: Parks Review

Name of Reviewer: Aaron Clark

Date: 03/25/2016

Email:

No Comment

Commenting Division: Parks Review

Name of Reviewer: Aaron Clark

Date: 04/04/2016

Email:

Complete

Commenting Division: Planner Review

Name of Reviewer: Greg Barnes

Date: 04/08/2016

Email:

Complete

PLN 01: Final Plat is consistent with Preliminary approval.

PLN 02: Evidence has been provided of sufficient water supply.

PLN 03: Evidence has been provided of adequate sewage disposal.

PLN04: Final approval of the plat will be contingent upon approval of the Subdivision Improvement Agreement, and receipt of all collateral.

PLN 05: Payment in the amount of \$105, 872.25 has been received for all required Public Land Dedication Fees.

PLN 06: The proposed final plat appears to comply with the Development Standards and Regulations (DSR).

PLN 07: During the Planning Commission hearing for the preliminary plat, staff was given the directive that a new fence design be considered. This was made a condition of approval. It does not appear that this condition has been met by the current design. Please revise.

PLN 08: The proposal for a Final development plan is in general conformity with the Adams County Comprehensive Plan.

PLN 09: The Final development plan conforms to PUD Standards

PLN 10: The Final development plan is consistent with the approved Preliminary development plan.

Commenting Division: ROW Review

Name of Reviewer: Greg Barnes

Date: 04/08/2016

Email:

Complete

ROW 01: See attached redline drawings

ADAMS COUNTY SIA COMMENTS

FINANCE

FIN 01: Attached is my worksheet of the calculations.

FIN 02: The total of guarantees is actually \$651,369.21 not \$639,584.08. The reason for the difference is that the 5% needs to be calculated from the total of the cost estimate and the 20% admin. For the second year the 5% is calculated from the final total of the year 1 and the third year is calculated from the total of year 1 plus the 5% of year 2.

In my spreadsheet you can see all the calculations. This is how any SIA guarantees should be calculated.

BUILDING SERVICES

BSD1- In allowing a minimum 5' setback, language should be added to the PUD stating that any portion of the structure < 5' is required to meet the current adopted building codes for fire rated construction.

PARKS

No Comments

ATTORNEY

See attachment



Development Review Team Comments

Date: 5/9/2016

Project Number: PRC2016-00005

Project Name: Berkeley Meadows

Note to Applicant:

The following review comments and information from the Development Review Team is based on the information you submitted for the Final Plat and Final Development Plan for Berkeley Meadows. The Development Review Team review comments may change if you provide different information during the scheduled Conceptual Review meeting date. Please contact the case manager if you have any questions:

Commenting Division: Building Review

Name of Reviewer: Justin Blair

Date: 04/29/2016

Email:

Complete: No further comments

Commenting Division: Building Review

Name of Reviewer: Justin Blair

Date: 04/29/2016

Email:

Complete

Commenting Division: Engineering Review

Name of Reviewer: Matthew Emmens

Date: 05/06/2016

Email:

Complete

ENG1: Flood Insurance Rate Map – FIRM Panel Flood Insurance Rate Map – FIRM Panel #08001C0592H, Federal Emergency Management Agency, March 4, 2007. According to the above references, the “Berkeley Meadows” site is NOT located within a delineated 100-year flood hazard zone; A floodplain use permit will not be required.

ENG2: The applicant shall be responsible to ensure compliance with all Federal, State, and Local water quality construction requirements. The "Berkeley Meadows" site IS within County's MS4 Stormwater Permit area; a SWQ Permit will be required. 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. The SWMP must be signed and stamped by a Professional Engineer registered with the state of Colorado.

ENG3: 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 has submitted these documents and the construction documents are close to approval; a few minor comments do remain unresolved.

ENG4: The developer is required to construct roadway improvements on all adjacent streets; Zuni St and W. 56th Avenue are adjacent to this site and will require improvements. 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.

ENG5: The County currently has capital improvements project (CIP) planned for W 56th Avenue. The project has been awarded to a contractor and construction will begin soon. Because this is a current CIP project with the County, the Developer will be required to pay fees-in-lieu for these improvements, rather than construct them.

ENG6: There is a paragraph in the Subdivision Improvement Agreement (SIA) where the applicant is requesting a waiver from the traffic impact fees because of the public improvements that they are required to construct. Adams County Management staff must approve this request from the applicant before it can be added to the SIA.

ENG7: No building permits will be issued until all public improvements have been constructed, inspected and preliminarily accepted by the County's Transportation Dept.

ENG8: The developer is responsible for the repair or replacement of any broken or damaged section of curb gutter and sidewalk.

ENG9: This development and the County's CIP project for W. 56th Ave. will most likely be in construction at the same time. The developer and their contractor should coordinate construction schedules with the County to avoid any conflict. Specifically, the developer and contractor should coordinate the final grading

and utilities at the southern boundary of the site, along the W. 56th Ave. Right-of-Way.

Commenting Division: Engineering Review

Name of Reviewer: Matthew Emmens

Date: 05/06/2016

Email:

Complete

ENG1: Paragraph 1, "Acceptance of Risk", should be removed from the SIA. This language is specific to pre-plat SIA's that allow for the construction of improvements to a subdivision plat that has not yet been approved/accepted by the Board of County Commissioners (BoCC). As it appears that the Plat and SIA will go before the BoCC at the same time, paragraph 1 is no longer needed.

ENG2: Section 5-02-04 of the County Development Standards and Regulations prohibits the phasing of subdivision improvements. Paragraph 6 will need to be deleted from the SIA and, the SIA re-written to remove all references to phasing of improvements.

ENG3: The SIA and exhibit needs to be assembled into one document so that it can be reviewed in its entirety.

ENG4: The entire SIA will need to be re-written to be in conformance with the Adams County standard SIA template. Most of the language concerning phasing, acceptance and warrantee of public improvements and, release of collateral is unacceptable to the County.

ENG6: Paragraph 15 should be removed entirely. This language is unacceptable to the County as it gives the Developer the right to decide what "damage" is and puts an unacceptable time frame on the County for completing any necessary repairs.

ENG7: Paragraph 18 should be removed entirely. A waiver to any of the County fee's or regulations must be approved by the BoCC prior to acceptance of an SIA. In addition, the County's Traffic Impact Fees are intended to provide for improvements to the surrounding infrastructure that is impacted by the development. Improvements adjacent to the development are the responsibility of the developer.

ENG8: The SIA will need to include an exhibit B cost estimate for the public improvements. An exhibit B was not included in the submitted documents.

ENG9: The cost estimate for the W. 56th Ave. fees-in-lieu should be titled Exhibit C and referenced in the SIA as such.

ENG10: Costs used in the cost estimate(s) should be based on the 2015 CDOT cost book.

Commenting Division: Environmental Analyst Review

Name of Reviewer: Jen Rutter

Date: 03/17/2016

Email:

No Comment

Commenting Division: Parks Review

Name of Reviewer: Aaron Clark

Date: 05/06/2016

Email:

No Comment

Commenting Division: Planner Review

Name of Reviewer: Greg Barnes

Date: 05/06/2016

Email:

Complete

PLN01: The perimeter fencing does not meet the direction that staff was provided by the Planning Commission. The comments from the PC stated that either no fence would be provided or a different material selected. Wrought iron fencing could achieve the uniformity needed and meet the direction of the Planning Commission on this matter.

PLN 02: Significant changes will need to be made to the SIA. These changes should follow the County's standard format. TIF fees cannot be waived.

PLN 03: Please provide side and rear elevations for the four model types. Additionally, it is recommended that specific language be added to building elevations to allow for flexibility in design for renovation. Adding "typical" elevations to the drawings can achieve this flexibility.

Commenting Division: ROW Review

Name of Reviewer: Robert Kovacs

Date: 05/06/2016

Email:

Complete

ROW1: Please contact Donna George of Xcel Energy, at donna.l.george@ecelenergy.com, to determine if it needs an aerial easement above a part of Tract B. In conjunction with the enlargement of W. 56th Ave. by Adams County, XCEL Energy poles have moved close to private property lines. This has led in some locations to an overhang of conductors on the north side of polls over private property. XCEL Energy has acquired easements from private property owners along this street.

ROW2: If XCEL Energy wishes such an easement to be granted, then there would be two possible ways to proceed.

ROW3: Alternative one: An easement could be granted by the plat. If this approach is selected than a signature block should be provided on sheet one of the plat for the appropriate official of XCEL Energy to accept said easement. The signature would be needed since this would not be a general utility easement but a very specific easement to one utility company.

ROW4: Alternative two; location of said easement could be depicted on the plat with a comment made, "Aerial easement for cable overhang to be granted XCEL Energy by separate document."

ROW5: Then, property owner and XCEL Energy should work out the details of the easement. After an easement document agreeable to both parties has been created signed and notarized it should be recorded in the office of the Adams County Clerk and Recorder.

ROW6: ROW for Zuni Street is being dedicated by the plat. It is not necessary to create a separate deed to dedicate the same property.

ROW7: The resubmitted draft Final Plat with redline comments has been saved in eDocs under No. 5355753. A PDF thereof has also been attached to this case, PRC2016-00005.

Greg Barnes

From: Aaron Clark
Sent: Friday, May 06, 2016 8:53 AM
To: Greg Barnes
Subject: RE: For Review: PRC2016-00005 Berkeley Meadows

No further comments, thanks Greg. Have yourself a lovely weekend.

From: Greg Barnes
Sent: Tuesday, April 26, 2016 5:06 PM
To: Aaron Clark
Subject: FW: For Review: PRC2016-00005 Berkeley Meadows

From: Greg Barnes
Sent: Tuesday, April 26, 2016 5:04 PM
To: Greg Barnes
Subject: For Review: PRC2016-00005 Berkeley Meadows

You have previously reviewed the Berkeley Meadows applications for Final Development Plan and Final Plat. The applicant has resubmitted the Final Plat Drawings, the Final Development Drawings, and the Subdivision Improvement Agreement documents to better address outstanding comments. If you are receiving this e-mail, it is because you issued comments during the previous review. If you have further comments regarding the revised drawings, please submit comments to me no later than **Friday, May 06, 2016**.

Donna, Jill, & Karlyn – If you have no further comment, no reply is necessary.

Thank you!



Greg Barnes
Planner II, *Community and Economic Development*
ADAMS COUNTY, COLORADO
4430 S. Adams County Parkway
1st Floor, Suite W2000A
Brighton, CO 80601-8216
o: 720-523-6853 | gjbarnes@adcogov.org
www.adcogov.org

Greg Barnes

From: Christine Francescani
Sent: Monday, May 09, 2016 3:14 PM
To: Greg Barnes
Subject: RE: For Review: Berkeley Meadows SIA (PRC2016-00005)
Attachments: SIA Agreement 4-21-16cmf.docx

From: Christine Francescani
Sent: Friday, May 06, 2016 12:20 PM
To: Greg Barnes
Subject: RE: For Review: Berkeley Meadows SIA (PRC2016-00005)

Here you go! Minor stuff that I must've missed the first time. Thanks!

From: Greg Barnes
Sent: Wednesday, April 27, 2016 9:53 AM
To: Christine Francescani
Subject: For Review: Berkeley Meadows SIA (PRC2016-00005)

Hi Friend,

This is a resubmittal. You have already reviewed this once. Please look it over and provide comments back by **Friday, May 6th**. Thanks!



Greg Barnes
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Brighton, CO 80601-8216
o: 720-523-6853 | gjbarnes@adcogov.org
www.adcogov.org

Greg Barnes

From: Laura Garcia
Sent: Wednesday, April 27, 2016 12:57 PM
To: Greg Barnes
Subject: RE: For Review: PRC2016-00005 Berkeley Meadows
Attachments: BERKELEY MEDOWS SIA PRC2016-00005.xlsx

Hi Greg,

On number 18 Waiver of fees is that only for the first year? Do they have to pay the fees for year 2 and 3?

If the fee are waived for all the years then it should be \$160,564.13.

The \$127,608.85 is only made up of the cost for year 1. Please refer to the attached spreadsheet.

Thanks and have a great day.



Laura Garcia

Accountant II, *Finance*

4430 South Adams County Parkway, 4th floor, Suite C4228

Brighton, CO 80601

720.523.6239 | Lgarcia@adcogov.org | adcogov.org

From: Greg Barnes
Sent: Tuesday, April 26, 2016 5:04 PM
To: Greg Barnes
Subject: For Review: PRC2016-00005 Berkeley Meadows

You have previously reviewed the Berkeley Meadows applications for Final Development Plan and Final Plat. The applicant has resubmitted the Final Plat Drawings, the Final Development Drawings, and the Subdivision Improvement Agreement documents to better address outstanding comments. If you are receiving this e-mail, it is because you issued comments during the previous review. If you have further comments regarding the revised drawings, please submit comments to me no later than **Friday, May 06, 2016**.

Donna, Jill, & Karlyn – If you have no further comment, no reply is necessary.

Thank you!



Greg Barnes

Planner II, *Community and Economic Development*

ADAMS COUNTY, COLORADO

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Development Review Team Comments

Date: 5/27/2016

Project Number: PRC2016-00005

Project Name: Berkeley Meadows

Note to Applicant:

The following review comments and information from the Development Review Team is based on the information you submitted for the land use application. The Development Review Team review comments may change if you provide different information during the scheduled Conceptual Review meeting date. Please contact the case manager if you have any questions:

Commenting Division: Engineering Review

Name of Reviewer: Matthew Emmens

Date: 05/27/2016

Email:

Response to second submittal/review.

ENG1: Comment resolved.

ENG2: Revisions to the 2nd SIA submittal have negated this comment. See comment ENG4.

ENG3: Comment has been resolved.

ENG4: Comment remains open.

- Section 8 needs to include language stating that no C/O's will be issued for any building in any stage until the sidewalk and top lift of asphalt are installed for that particular stage.
- Section 8, paragraph 1 states that written notification by the developer will trigger the start of the 1 year warranty period. This language will need to be changed. County development standards and regulations require that the warranty period begin when the improvements are preliminary accepted by the County.
- Section 8, paragraph 2: The language about the notice letter serving as preliminary acceptance and developer will coordinate applicable repairs needs to be removed. The County's construction inspector will decide when preliminary acceptance can be granted and, dictate which repairs are required.

ENG5: Does not exist.

ENG6: This comment has been resolved.

ENG7: This comment has been resolved.

ENG8: An Exhibit B has been provided with this submittal. The Exhibit B needs to be broken out per street and the detention pond area, each section subtotaled and all the sections totaled at the end of the Exhibit.

ENG9: This comment has been resolved.

ENG10: The exhibit B and D units costs should match those of the 2015 CDOT cost book (or nearest available year). If the developer wishes to use units costs that are from the CDOT cost book, a signed cost estimate from a licensed contractor should be submitted with the SIA to confirm the unit costs.

ENG11<New Comment>: Section 9 will need to be revised per earlier comments.

- The County's Development Standards and Regulations (The Standards) require that only a certain percentage of the performance bond can be released upon preliminary acceptance (80% I think).
- The time period for release of collateral will require more than 15 days as this matter will need to be brought before the BoCC for approval.
- The release of collateral cannot happen until all of the improvements are preliminarily accepted (all stages). Acceptance of the individual stages and release of portions of the collateral would constitute "phasing" of the development, which the County Standards don't allow.

ENG12 <new comment>: Exhibits A - D needs to include schematic maps showing what area or improvement is being described.

Commenting Division: Planner Review

Name of Reviewer: Greg Barnes

Date: 05/27/2016

Email:

Complete

PLN01: "Lager" model contains no masonry material on the front façade. Additionally, there is a significant reduction of window openings on four of the five models from what was previously submitted to us. This is inconsistent with what was depicted during the Preliminary phase. Staff will have difficulty supporting these building elevations at a public hearing, and strongly recommends revision of these models to include more masonry material and window openings on the front facades. Please provide new elevations or a written statement explaining how these models constitute a superior product than what regular zoning will allow. This statement should be in reference to Section 3-29-03 of the Development Standards.

PLN02: In addition to the written explanation regarding the building elevations, it is essential for a written explanation to be provided to justify the proposed fencing. The directive from the Planning Commission and Board of County Commissioners during the preliminary development plan public hearings was for a different fence design. To move forward with public hearing, staff would like a written statement to provide the Board to justify why this condition is not being met.

Commenting Division: ROW Review

Name of Reviewer: Robert Kovacs

Date: 05/27/2016

Email:

Complete

ROW1: All comments have been addressed. No further corrections needed for the plat.

SIA Comments from May 27, 2016

FINANCE

FIN 01: The release of collateral #9 should happen at FINAL acceptance. At preliminary acceptance a portion can be released but not the full amount.

ENGINEERING

ENG1: Comment resolved.

ENG2: Revisions to the 2nd SIA submittal have negated this comment. See comment ENG4.

ENG3: Comment has been resolved.

ENG4: Comment remains open.

- Section 8 needs to include language stating that no C/O's will be issued for any building in any stage until the sidewalk and top lift of asphalt are installed for that particular stage.
- Section 8, paragraph 1 states that written notification by the develop will trigger the start of the 1 year warranty period. This language will need to be changed. County development standards and regulations require that the warranty period begin when the improvements are preliminary accepted by the County.
- Section 8, paragraph 2: The language about the notice letter serving as preliminary acceptance and developer will coordinate applicable repairs needs to be removed. The County's construction inspector will decide when preliminary acceptance can be granted and, dictate which repairs are required.

ENG5: Does not exist.

ENG6: This comment has been resolved.

ENG7: This comment has been resolved.

ENG8: An Exhibit B has been provided with this submittal. The Exhibit B needs to be broken out per street and the detention pond area, each section subtotaled and all the sections totaled at the end of the Exhibit.

ENG9: This comment has been resolved.

ENG10: The exhibit B and D units costs should match those of the 2015 CDOT cost book (or nearest available year). If the developer wishes to use units costs that are from the CDOT cost book, a signed cost estimate from a licensed contractor should be submitted with the SIA to confirm the unit costs.

ENG11: Section 9 will need to be revised per earlier comments.

- The County's Development Standards and Regulations (The Standards) require that only a certain percentage of the performance bond can be released upon preliminary acceptance (80% I think).
- The time period for release of collateral will require more than 15 days as this matter will need to be brought before the BoCC for approval.
- The release of collator cannot happen until all of the improvements are preliminarily accepted (all stages). Acceptance of the individual stages and release of portions of the collateral would constitute "phasing" of the development, which the County Standards don't allow.

ENG12 : Exhibits A - D needs to include schematic maps showing what area or improvement is being described.

PLANNING

PLN01: The case number on the SIA is incorrect, and should be PRC2016-00005.

ATTORNEY

ATT 01: Please see attached redlines.

Community & Economic
Development Department
www.adcogov.org



4430 South Adams County Parkway
1st Floor, Suite W2000
Brighton, CO 80601-8204
PHONE 720.523.6800
FAX 720.523.6998

Development Review Team Comments

Date: 7/7/2016

Project Number: PRC2016-00005

Project Name: Berkeley Meadows

Note to Applicant:

The following review comments and information from the Development Review Team is based on the information you submitted for the Final Plat, Final Development Plan, and Subdivision Improvements Agreement. Please resubmit to reflect any changes. Please contact the case manager if you have any questions:

Commenting Division: Building Review of SIA

Name of Reviewer: Justin Blair

Date: 07/06/2016

Email:

Complete

No comments provided

Commenting Division: Building Review of Final plat & Final Development Plan

Name of Reviewer: Justin Blair

Date: 04/29/2016

Email:

Complete

Commenting Division: Engineering Review for Final Plat, Final Development Plan, and SIA

Name of Reviewer: Matthew Emmens

Date: 07/07/2016

Email:

Complete

ENG01 <New Comment>: In the Exhibit "B", total each street and the drainage improvements individually.

ENG02 <New Comment>: On the Exhibit "B" include the 20% admin fees and the 5% per year interest.

Commenting Division: Planner Review of Final Plat and Final Development Plan

Name of Reviewer: Greg Barnes

Date: 07/06/2016

Email:

Complete

PLN 01: As discussed previously, there are differences in the final plat and development plan from what was previously illustrated in the preliminary plat and development plan. Please be prepared to discuss these issues at the public hearing.

Commenting Division: Planner Review of SIA

Name of Reviewer: Greg Barnes

Date: 07/06/2016

Email:

Complete

No further comments.

Commenting Division: ROW Review

Name of Reviewer: Robert Kovacs

Date: 07/06/2016

Email:

Complete

ROW1: Exhibit A, the property's legal description is referred to on page 1 of the SIA but is not part of the document. It should be added to the agreement document, and we should review it.

ROW2: Item 10 only discusses improvements and not dedication. The following language regarding dedication modeled upon language in another recent approved SIA should be added to this SIA document.

"Upon approval of the final plat for the development, known as Berkeley Meadows, by the Board of County Commissioners, the developer hereby agrees to convey by said plat to the County that land described thereupon as right-of-way or as for other public purposes."

Commenter: Laura Garcia
Department: Finance

FIN01: In the subdivision improvements agreement under #6 Guarantee of Compliance the number for cost estimate from exhibit "B" of \$623,772.50 does not match the total in the Exhibit B. the total cost in exhibit B is \$608,582.50. Please provide a break down of how the total cost came about

Commenter: Laura Garcia
Department: Finance

FIN01: In the subdivision improvements agreement under #6 Guarantee of Compliance the number for cost estimate from exhibit "B" of \$623,772.50 does not match the total in the Exhibit B. the total cost in exhibit B is \$608,582.50. Please provide a break down of how the total cost came about



The following review comments and information from the Development Review Team is based on the information you submitted for the Final Plat, Final Development Plan, and Subdivision Improvements Agreement. Please resubmit to reflect any changes, and use the attached Resubmittal Form. Please contact the case manager if you have any questions:

- Jen Rutter, Senior Environmental Analyst. jrutter@adcogov.com (720) 523-6841
ENV1. This parcel is within the Adams County Brownfields Target Area for our awarded EPA Assessment Grant. A Phase I Environmental Site Assessment (ESA) has been completed for this parcel by Tetra Tech. A Field Sampling Plan is currently under review by the EPA and a Phase II ESA is planned for the near future.
- Marissa Hillje, Right-of-way Specialist. mhillje@adcogov.com (720) 523-6837
ROW1. Addresses are assigned on the plat
ROW2. Please see the attached redline document for required plat changes.
- Matt Emmens, Senior Engineer. memmens@adcogov.com (720) 523-6826
ENG1: Flood Insurance Rate Map – FIRM Panel # (08001C0592H), Federal Emergency Management Agency, March 5, 2007. 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 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 and proposes to disturbed one or more acres of ground. 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.
ENG3: 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 this project will be \$2,500.
ENG4: The developer is required to construct roadway improvements, on Zuni Street, 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. Due to the present condition of Zuni Street, the proposed roadway improvements are required to include the entire roadway, both sides of the street.

- ENG5:** 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.
- ENG6:** No building permits will be issued until all public improvements have been constructed, inspected and preliminarily accepted by the County's Transportation Dept.
- ENG7:** The developer is responsible for the repair or replacement of any broken or damaged section of curb gutter and sidewalk.
- ENG8:** All pedestrian facilities are required to be ADA compliant. The developer shall be responsible for upgrading all existing pedestrian infrastructure (i.e. sidewalks, handicap ramps, etc.) adjacent to the site, to ADA compliance.

- Greg Barnes, Planner II. gjbarnes@adcogov.com (720) 523-6853

- PLN01:** Your written explanation states that SIA revisions will be made. Please provide the revisions as soon as possible. We will need those changes made to move forward with your case.
- PLN02:** Staff will not be supportive of unlimited temporary signs on fencing and structures. This type of note is not relevant to the purpose of a PUD, and all references to temporary signage should be removed.
- PLN03:** Sheet 3 of the PUD document repeats this phrase twice *"THIS 6-FOOT HIGH PRIVACY FENCE MAY INCLUDE ENHANCEMENTS AT THE DEVELOPER'S DISCRETION, INCLUDING HORIZONTAL PICKETS AND/OR MASONRY COLUMNS AT VARIOUS INTERVALS."* Please remove the repeating phrase to avoid clutter on the plan.
- PLN04:** The Planning Commission directive regarding fencing is still not being met. If you choose to proceed with this design, be prepared to make your case, and realize that staff will not be supportive of this design.
- PLN05:** Please delete the words "or removed" in Landscape Note 3 of the PUD. Landscaping should be replaced, but not removed.
- PLN06:** Please provide building materials in the building elevations. There should also be a calculation table provided for masonry materials and window openings. Information on structure height is not legible.
- PLN07:** Will there be requirements for the architectural design of accessory buildings?
- PLN08:** On Sheet 1 of the PUD, will you please label streets on the vicinity map?
- PLN09:** There should not be signature block on the PUD for Planning Review. Please remove.
- PLN10:** There should be a signature block on the PUD for Planning Commission. Please denote the title of the signee as "Chair".
- PLN11:** Please revise the Board of County Commissioners signature block on the PUD to remove reference of "planning commission", and denote the title of the signee as "Chair".
- PLN12:** On Sheet 2 of the PUD, the last bullet item under the "Key features" section identifies 59th Avenue. Is that a typo? Should it be 56th Avenue?
- PLN13:** Please confirm that Lot #53, can reasonably meet the maximum lot coverage requirement. I have concerns that it may not. If not, please reconsider the requirements.
- PLN14:** Please revise the Development Standards on Sheet 2. It appears the minimum lot size and minimum corner lot size is not accurate.

- PLN15:** Adams County Standards defines lot width is measured at the front building setback line. Will you please check the lot width at the front setback for all 54 lots, and then make the appropriate changes to the Development standards section on Sheet 2 regarding minimum lot width?
- PLN16:** The 56th Avenue improvements are complete. Please remove the 3rd bulleted item under "Landscape Development" on Sheet 2 of the PUD.
- PLN17:** If rear gates are going to be allowed, perhaps the spacing of landscaping should be considered to provide a sensible path from each lot to the adjoining street sidewalk.
- PLN18:** Please include on the PUD document the percentage of open space and the percentage of active recreation open space. Thank you.
- PLN19:** A reimbursement will be determined for PLD fees prior to scheduling this case for public hearing. There was likely an error in calculating that amount.
- PLN20:** SIA Collateral must be provided prior to scheduling this case for public hearing.

Greg Barnes

From: Greg Barnes
Sent: Thursday, June 28, 2018 7:34 PM
To: 'Jim Fitzmorris'
Subject: Review Comments: Berkeley Meadows (PRC2016-00005)
Attachments: SIA Redlines 180626.docx; CDOT 180612.pdf; CDWR 180612.pdf; Xcel 180620.pdf

The following comments have been made based on the resubmittal information you provided for the Berkeley Meadows Final Plat, Final Development Plan, and Subdivision Improvements Agreement. If you have any questions, please contact me.

You are being expected to resubmit back to the County. All resubmittal information should include the attached resubmittal form. You will be expected to provide one paper and one digital copy of all materials. In addition, all PDF documents should be compiled into a single document.

Final Development Plan Review Comments:

- PLN01: Will there be any design requirements for accessory buildings?
- PLN02: SIA collateral must be provided prior to scheduling this case for public hearing.
- PLN03: Tract B is not being used for "active recreation" as defined by our regulations. This area cannot count toward your requirement.
- PLN04: Please amend the minimum lot width for cul-de-sac lots to 40 feet. Tenths of feet is difficult for us to enforce. (Page 2 of 14)
- PLN05: Please amend the maximum height to read "Height as allowed by Adams County R-1-C zone district standards." (Page 2 of 14)
- PLN06: Under prohibited uses (Page 2 of 14), please change the language to read "Director of Community & Economic Development"
- PLN07: Regarding the setback note (Page 2 of 14), no portion of the structure is allowed in the setback. Please explain, or remove.
- PLN08: On the Estimated Timetable for development (Page 2 of 14), three years after approval is not appropriate. New homeowners should not need to wait that long for these amenities. They should be installed prior to the first CO being issued.
- PLN09: On the Fences and Retaining Walls section (Page 3 of 14), please amend the section that states, at the developer's discretion to embellish fencing. The new language should eliminate any possibility of advertising on these fences or walls.
- PLN10: Is there no masonry material being proposed on these structures? These homes are supposed to be a higher-quality product, which allows for the right to increase density through a PUD. Please consider revision to include a minimum of 30% masonry material on the front facades.
- PLN11: A refund is being issued for overpayment of PLD fees. This is being processed, and I will follow-up with you on the status soon.

Final Plat Review Comments:

The Colorado Division of Water Resources is still requesting a water supply plan.

Subdivision Improvements Agreement (SIA) Review Comments:

- ENG01: The SIA needs several revisions. See the Word document redlines.
- ROW01: Please see the redlines made on the attached Word documents.



Greg Barnes

Planner II, *Community and Economic Development Dept.*

ADAMS COUNTY, COLORADO

4430 S. Adams County Parkway, 1st Floor, Suite W2000A

Brighton, CO 80601-8216

720.523.6853 gjbarnes@adcogov.org

adcogov.org

Greg Barnes

From: Laura Garcia
Sent: Monday, July 09, 2018 9:48 AM
To: Greg Barnes
Subject: RE: For Review: Berkeley Meadows SIA (PRC2016-00005)

Hi Greg,

Sorry I didn't get back to you on this. It all looks good. They just needed to fill out the collateral amount of \$832,842.99.

Thanks and have a great day.



Laura Garcia

Accountant II, *Finance*

4430 South Adams County Parkway, 4th floor, Suite C4228

Brighton, CO 80601

720.523.6239 | Lgarcia@adcogov.org | adcogov.org

From: Greg Barnes
Sent: Monday, June 25, 2018 3:10 PM
To: Greg Barnes; Justin Blair; Laura Garcia; Matthew Emmens; Christine Francescani; Christine Fitch; Aaron Clark; Marissa Hillje
Subject: RE: For Review: Berkeley Meadows SIA (PRC2016-00005)

My apologies. Apparently, the PDF file that I provided before was corrupt. Please use the files attached to this e-mail, instead.



Greg Barnes

Planner II, *Community and Economic Development Dept.*

ADAMS COUNTY, COLORADO

4430 S. Adams County Parkway, 1st Floor, Suite W2000A

Brighton, CO 80601-8216

720.523.6853 gjbarnes@adcogov.org

adcogov.org

From: Greg Barnes
Sent: Monday, June 25, 2018 2:47 PM
To: Justin Blair; Laura Garcia; Matthew Emmens; Christine Francescani; Christine Fitch; Aaron Clark; Marissa Hillje
Subject: For Review: Berkeley Meadows SIA (PRC2016-00005)

I've attached the resubmittal of the Berkeley Meadows SIA. Please respond to this resubmittal ASAP. Due to an error, it was not processed properly, and is already behind schedule. My apologies.



Greg Barnes

Planner II, *Community and Economic Development Dept.*

ADAMS COUNTY, COLORADO

4430 S. Adams County Parkway, 1st Floor, Suite W2000A

Brighton, CO 80601-8216

720.523.6853 gjbarnes@adcogov.org

adcogov.org

Greg Barnes

From: Greg Barnes
Sent: Friday, September 07, 2018 4:17 PM
To: 'Jim Fitzmorris'
Subject: Review Comments: Berkeley Meadows (PRC2016-00005)
Attachments: Xcel 180904.pdf

Jim,

Please see the comments listed below. These issues are still outstanding and will require a response. I have also attached a letter from Xcel Energy. Please contact me to set up a meeting regarding the collateral concerns that you have. Thanks!

PLN02: Please try to set up a meeting to discuss the collateral issues. Until resolved, the previous comment stands.

PLN07: No portion of the structures is allowed in the 5 foot setback, therefore the comment on page 2 under "setback note" should be revised or removed.

PLN10: Please differentiate stucco and masonry percentages. There are still concerns regarding the elevations. How is this compatible? Why are there so many types of materials on one structure? Are there examples of the models constructed somewhere in the Denver metro?

ENG09: The SIA needs several revisions. See the Word document "PRC2016-00005 – SIA Engineering Review Comments.PDF". The County will not issue any C/O on any building permits until all of the Exhibit B-2 items have been constructed and preliminarily accepted by the Public Works Dept.



Greg Barnes

Planner II, *Community and Economic Development Dept.*

ADAMS COUNTY, COLORADO

4430 S. Adams County Parkway, 1st Floor, Suite W2000A

Brighton, CO 80601-8216

720.523.6853 gjbarnes@adcogov.org

adcogov.org

Greg Barnes

From: Loeffler - CDOT, Steven [steven.loeffler@state.co.us]
Sent: Thursday, March 17, 2016 8:36 AM
To: Greg Barnes
Subject: PRC2016-00005, Berkeley Meadows

Greg,

I have reviewed the request for final plat and application for final development plan to create 54-lot single family homes on property located at 2405 W. 56th Avenue and have no objections. This should have minimal impact to State Highway 287.

Thank you for the opportunity to review this referral.

Steve Loeffler
Permits Unit



P 303.757.9891 | F 303.757.9886
2000 S Holly Street, Denver, CO 80222
steven.loeffler@state.co.us | www.codot.gov | www.cotrip.org



Greg Barnes

From: Loeffler - CDOT, Steven [steven.loeffler@state.co.us]
Sent: Monday, April 30, 2018 9:27 AM
To: Greg Barnes
Subject: PRC2016-00005, Berkeley Meadows

Greg,

I have reviewed the referral named above for a final plat application to create a 54-lot single-family major subdivision located at 2405 W. 56th Avenue and have the following comments:

- If any work will need to be done in CDOT Right-of-Way a permit from our office will be needed.
- If this development will impact drainage to CDOT Right-of-Way, we will want to review a drainage report to insure no negative impact.

Thank you for the opportunity to review this referral.

Steve Loeffler
Permits Unit



P 303.757.9891 | F 303.757.9886
2000 S Holly Street, Denver, CO 80222
steven.loeffler@state.co.us | www.codot.gov | www.cotrip.org

As of May11, 2018 I will be moving to a new office located at 2829 W. Howard Pl., Denver, CO 80204

Greg Barnes

From: Loeffler - CDOT, Steven [steven.loeffler@state.co.us]
Sent: Tuesday, June 12, 2018 7:50 AM
To: Greg Barnes
Subject: Re: For Review: Berkeley Meadows (PRC2016-00005)

Greg,

I have reviewed this resubmittal for Berkeley Meadows and have no additional comments.

Thank you for the opportunity to review this resubmittal.

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 Mon, Jun 11, 2018 at 4:32 PM, Greg Barnes <GJBarnes@adcogov.org> wrote:

The attached documents were resubmitted to Adams County. You had provided comments on this case during the last submittal. Please provide any follow-up comments no later than **June 21, 2018**. Thanks!



Greg Barnes



April 13, 2016

Greg Barnes
 Adams County Community & Economic Development Department
 Transmitted via email:
GJBarnes@adcogov.org

RE: Berkeley Meadows Final Plat and PUD
 Case no. PRC2016-00015
 Portion of the SE ¼ Sec. 8, T3S, R68W, 6th P.M.
 Water Division 1, Water District 7

Dear Mr. Barnes,

We have reviewed your March 16, 2016 referral concerning the above referenced proposal to subdivide a 10.7 acre parcel into 54 detached single-family residential lots.

Water Supply Demand

A Water Supply Information Summary Sheet was not submitted, therefore the water supply demand for this subdivision is unknown. Waste water treatment will be provided by the Berkeley Water and Sanitation District.

Source of Water Supply

According to the information submitted, the proposed water source is the Berkeley Water and Sanitation District ("District"). Martin/Martin, Inc, acting as District Engineer for the District, sent a letter to Jim Fitzmorris of JR Engineering on June 29, 2015 stating that the subject property is within the District's service area boundary for water and sewer. The information in this office indicates that the District obtains its water supply through a distributor's "read and bill" contract with the Denver Water Department. The Denver Water Department is considered to be a reliable water source.

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, the proposed water supply is adequate and can be provided without causing injury to decreed water rights.



Berkeley Meadows

April 13, 2016

Page 2 of 2

Our opinion that the water supply is **adequate** is based on our determination that the amount of water required annually to serve the subdivision is physically available, based on current conditions.

Our opinion that the water supply can be **provided without causing injury** is based on our determination that the amount of water that is legally available on an annual basis for the proposed uses is greater than the annual amount of water required to supply existing water commitments and the demands of the proposed subdivision.

Should you, or the Applicant, have any questions please contact Karlyn Armstrong in this office at 303-866-3581 x8275.

Sincerely,



Joanna Williams, P.E.
Water Resource Engineer

Cc: File for subdivision no. 23729



April 09, 2018

Greg Barnes
Adams County Community & Economic Development Department
Transmitted via email:
GJBarnes@adcogov.org

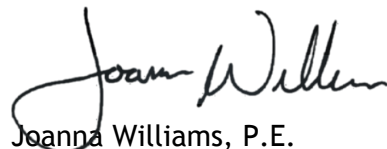
RE: Berkeley Meadows Final Plat and PUD
Case no. PRC2016-00005
Portion of the SE ¼ Sec. 8, T3S, R68W, 6th P.M.
Water Division 1, Water District 7

Dear Mr. Barnes,

We have reviewed your April 5, 2018 referral concerning the above referenced proposal to subdivide a 10.7 acre parcel into 54 detached single-family residential lots. We previously commented on this proposal by letter dated April 13, 2016. Since our prior letter it does not appear that there have been any changes to the proposed water supply plan for the subdivision. Therefore, please see our April 13, 2016 letter for our comments.

Should you, or the Applicant, have any questions please contact me in this office at 303-866-3581 x8265.

Sincerely,



Joanna Williams, P.E.
Water Resource Engineer

Cc: File for subdivision no. 23729



COLORADO
Division of Water Resources
Department of Natural Resources

1313 Sherman Street, Room 821
Denver, CO 80203

April 13, 2016

Greg Barnes
Adams County Community & Economic Development Department
Transmitted via email:
GJBarnes@adcogov.org

RE: Berkeley Meadows Final Plat and PUD
Case no. PRC2016-00015
Portion of the SE ¼ Sec. 8, T3S, R68W, 6th P.M.
Water Division 1, Water District 7

Dear Mr. Barnes,

We have reviewed your March 16, 2016 referral concerning the above referenced proposal to subdivide a 10.7 acre parcel into 54 detached single-family residential lots.

Water Supply Demand

A Water Supply Information Summary Sheet was not submitted, therefore the water supply demand for this subdivision is unknown. Waste water treatment will be provided by the Berkeley Water and Sanitation District.

Source of Water Supply

According to the information submitted, the proposed water source is the Berkeley Water and Sanitation District ("District"). Martin/Martin, Inc, acting as District Engineer for the District, sent a letter to Jim Fitzmorris of JR Engineering on June 29, 2015 stating that the subject property is within the District's service area boundary for water and sewer. The information in this office indicates that the District obtains its water supply through a distributor's "read and bill" contract with the Denver Water Department. The Denver Water Department is considered to be a reliable water source.

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, the proposed water supply is adequate and can be provided without causing injury to decreed water rights.



Berkeley Meadows

April 13, 2016

Page 2 of 2

Our opinion that the water supply is **adequate** is based on our determination that the amount of water required annually to serve the subdivision is physically available, based on current conditions.

Our opinion that the water supply can be **provided without causing injury** is based on our determination that the amount of water that is legally available on an annual basis for the proposed uses is greater than the annual amount of water required to supply existing water commitments and the demands of the proposed subdivision.

Should you, or the Applicant, have any questions please contact Karlyn Armstrong in this office at 303-866-3581 x8275.

Sincerely,

A handwritten signature in blue ink that reads "Joanna Williams". The signature is fluid and cursive, with the first name "Joanna" and last name "Williams" clearly distinguishable.

Joanna Williams, P.E.
Water Resource Engineer

Cc: File for subdivision no. 23729



June 12, 2018

Greg Barnes
Adams County Community & Economic Development Department
Transmitted via email:
GJBarnes@adcogov.org

RE: Berkeley Meadows Final Plat and PUD
Case no. PRC2016-00005
Portion of the SE ¼ Sec. 8, T3S, R68W, 6th P.M.
Water Division 1, Water District 7

Dear Mr. Barnes,

We have reviewed your June 11, 2018 referral concerning the above referenced proposal to subdivide a 10.7 acre parcel into 54 detached single-family residential lots. We previously commented on this proposal by letter dated April 13, 2016. Since our prior letter it does not appear that there have been any changes to the proposed water supply plan for the subdivision. Therefore, please see our April 13, 2016 letter for our comments.

In addition to those comments, the latest referral information mentioned wells being located on the subject property. No information on these wells was provided as part of the originally reviewed subdivision water supply plan. According to the May 8, 2018 email from Greg Barnes in regards to the comments on Berkely Estates Subdivision the wells will be closed and are not part of the proposed development. Since the wells will not be used, the wells must be plugged and abandoned in accordance with the Rules and Regulations for Water Well Construction, Pump Installation, Cistern Installation, and Monitoring and Observation Hole/Well Construction (2 CCR 402-2) prior to subdivision approval. If the wells will be used within the subdivision, information on those wells, including the proposed uses of the wells, must be provided to our office so that we can determine if operation of the wells will result in injury to existing water rights.

Should you, or the Applicant, have any questions please contact me in this office at 303-866-3581 x8265.

Sincerely,

Joanna Williams, P.E.
Water Resource Engineer

Cc: File for subdivision no. 23729

COLORADO GEOLOGICAL SURVEY

1801 19th Street
Golden, Colorado 80401



Karen Berry
State Geologist

April 11, 2016

Greg Barnes
Adams County
Community & Economic Development Department
4430 S. Adams County Parkway, Suite W2000A
Brighton, CO 80601-8216

Location:
SE¼ SE¼ Section 8,
T3S, R68W, 6th P.M.
39.8003, -105.0165

Subject: Berkeley Meadows – Final Development Plan (FDP) and Final Plat
Case Number PRC2016-00005; Adams County, CO; CGS Unique No. AD-16-0009 2

Dear Mr. Barnes:

Colorado Geological Survey has reviewed the Berkeley Meadows final development plan and final plat for 54 single family lots on approximately 10.2 acres located northwest of W. 56th Ave. and Zuni Street. CGS reviewed the proposed Berkeley Meadows project at preliminary development plan and preliminary plat; our comments were discussed in a letter dated November 16, 2015. With this referral, we received a Request for Comments (March 16, 2016), and a set of final plat sheets and final development plans (JR Engineering, March 2, 2016). The currently proposed density and land use appear to be generally consistent with what CGS previously reviewed, and no new geologic or geotechnical information was submitted.

Expansive and collapsible soils, and expansive claystone bedrock. A.G. Wassenaar's June 9, 2010 geotechnical report contains a valid description of surface and subsurface conditions, and makes appropriate *preliminary* geotechnical recommendations. Potential development constraints that will need to be addressed through additional, lot-specific geotechnical investigations consisting of drilling, sampling, lab testing and analysis, include perched water, shallow groundwater, potentially corrosive and moisture-sensitive (expansive and collapsible) soils, and expansive claystone bedrock (in the northern portion of the site).

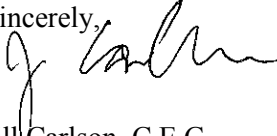
Shallow groundwater and perched water. Wassenaar observed groundwater at depths of 12 to 12.5 feet below the ground surface in all three of their 2010 borings located in the northern portion of the site. CGS agrees that utility and foundation excavations will probably require dewatering, and that individual foundation perimeter drains and foundation waterproofing will be needed to mitigate perched water. Basements may not be feasible on all proposed lots unless area grades are raised sufficiently to maintain an adequate separation distance of three feet (preferably five feet) between lowermost floor levels and anticipated maximum water levels, or an interceptor drain is constructed. This will need to be evaluated further before full-depth basements can be considered feasible on this site.

Use of sulfate attack-resistant cement in project concrete. Wassenaar's report is contradictory in its recommendations regarding sulfate conditions. Page 2 of the summary states "Foundation concrete may be designed for negligible sulfate conditions," but page 11 of the report states that testing indicates negligible to moderate water soluble sulfate concentrations of 200-300 ppm, and that "...all concrete in contact with the soils on the site should be designed for moderate sulfate exposure..." Unless Wassenaar verifies otherwise, the more conservative recommendation (for use of Type II or otherwise sulfate attack-resistant cement in all project concrete) should be adhered to.

Greg Barnes
April 11, 2016
Page 2 of 2

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', written over the word 'Sincerely,'.

Jill Carlson, C.E.G.
Engineering Geologist

COLORADO GEOLOGICAL SURVEY

1801 19th Street
Golden, Colorado 80401



Karen Berry
State Geologist

April 24, 2018

Greg Barnes
Adams County
Community & Economic Development Department
4430 S. Adams County Parkway, Suite W2000A
Brighton, CO 80601

Location:
SE¼ SE¼ Section 8,
T3S, R68W, 6th P.M.
39.8003, -105.0165

**Subject: Berkeley Meadows – Final Plat and Final Development Plan (FDP) to establish a PUD
Case Number PRC2016-00005; Adams County, CO; CGS Unique No. AD-16-0009 3**

Dear Mr. Barnes:

Colorado Geological Survey has reviewed the Berkeley Meadows final plat and final development plan resubmittal for 54 single family lots on approximately 10.14 acres located northwest of W. 56th Ave. and Zuni Street. CGS reviewed the proposed Berkeley Meadows project at preliminary development plan and preliminary plat (November 16, 2015), and final development plan and final plat (April 11, 2016). With this referral, we received a Request for Comments (April 6, 2018), a resubmittal narrative, set of three Berkeley Meadows Final Plat sheets, and set of 13 Berkeley Meadows PUD-FDP Site Plans (JR Engineering, March 28, 2018). CGS previously reviewed a Geotechnical Site Development Study (A.G. Wassenaar, June 9, 2010).

The site does not contain steep slopes, is not undermined, is located within an “Area of Minimal Flood Hazard,” and does not contain, nor is it exposed to, identified geologic hazards that would preclude the proposed residential use and density. **CGS therefore has no objection to final plat approval.** The currently proposed plat is consistent with Berkeley Meadows development plans previously reviewed by CGS, and no new geologic or geotechnical information has been submitted. Our previous comments therefore remain valid:

Expansive and collapsible soils, and expansive claystone bedrock. A.G. Wassenaar’s June 9, 2010 geotechnical report contains a valid description of surface and subsurface conditions, and makes appropriate *preliminary* geotechnical recommendations. Potential development constraints that will need to be addressed through additional, lot-specific geotechnical investigations consisting of drilling, sampling, lab testing and analysis, include perched water, shallow groundwater, potentially corrosive and moisture-sensitive (expansive and collapsible) soils, and expansive claystone bedrock (in the northern portion of the site).


Shallow groundwater and perched water. Wassenaar observed groundwater at depths of 12 to 12.5 feet below the ground surface in all three of their 2010 borings located in the northern portion of the site. CGS agrees that utility and foundation excavations will probably require dewatering, and that individual foundation perimeter drains and foundation waterproofing will be needed to mitigate perched water. Basements may not be feasible on all proposed lots unless area grades are raised sufficiently to maintain an adequate separation distance of three feet (preferably five feet) between lowermost floor levels and anticipated maximum water levels, or an interceptor drain is constructed. This will need to be evaluated further before full-depth basements can be considered feasible on this site.

Use of sulfate attack-resistant cement in project concrete. Wassenaar’s report is contradictory in its recommendations regarding sulfate conditions. Page 2 of the summary states “Foundation concrete may be

Greg Barnes
April 24, 2018
Page 2 of 2

designed for negligible sulfate conditions,” but page 11 of the report states that testing indicates negligible to moderate water soluble sulfate concentrations of 200-300 ppm, and that “...all concrete in contact with the soils on the site should be designed for moderate sulfate exposure...” Unless Wassenaar verifies otherwise, the more conservative recommendation (for use of Type II or otherwise sulfate attack-resistant cement in all project concrete) should be adhered to.

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,

Jill Carlson, C.E.G.
Engineering Geologist



Right of Way & Permits

1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: **303.571.3306**
Facsimile: 303. 571.3284
donna.l.george@xcelenergy.com

April 7, 2016

Adams County Community and Economic Development Department
4430 South Adams County Parkway, 3rd Floor, Suite W3000
Brighton, CO 80601

Attn: Greg Barnes

Re: Berkeley Meadows, Case # PRC2016-00005

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the final plat and development plans for **Berkeley Meadows** and acknowledges the proposed platted utility easements. For connectivity purposes, PSCo requests that Tracts A and B are dedicated as utility easements in their entirety.

Please be aware PSCo owns and operates existing electric distribution facilities within the proposed project area. The property owner/developer/contractor must contact the **Builder's Call Line at 1-800-628-2121** and complete the application process for any new gas or electric service, or modification to existing facilities. It is then the responsibility of the developer to contact the Designer assigned to the project for approval of design details. Additional easements may need to be acquired by separate document for new facilities.

As a safety precaution, PSCo would like to remind the developer to call the **Utility Notification Center at 1 800-922-1987** for utility locates prior to construction.

If you have any questions about this referral response, please contact me at (303) 571-3306.

Donna George
Contract Right-of-Way Referral Processor
Public Service Company of Colorado



Right of Way & Permits

1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: **303.571.3306**
Facsimile: 303. 571.3284
donna.l.george@xcelenergy.com

May 6, 2016

Adams County Community and Economic Development Department
4430 South Adams County Parkway, 3rd Floor, Suite W3000
Brighton, CO 80601

Attn: Greg Barnes

Re: Berkeley Meadows – 2nd referral, Case # PRC2016-00005

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the second referral final plat and development plans for **Berkeley Meadows**. For connectivity purposes, PSCo requests that Tracts A and B are dedicated as utility easements in their entirety and that a Tract Table be added to the plat.

Please be aware PSCo owns and operates existing electric distribution facilities within the proposed project area. The property owner/developer/contractor must contact the **Builder's Call Line at 1-800-628-2121 or <https://xcelenergy.force.com/FastApp> (Register so you can track your application)** and complete the application process for any new gas or electric service, or modification to existing facilities. It is then the responsibility of the developer to contact the Designer assigned to the project for approval of design details. Additional easements may need to be acquired by separate document for new facilities.

As a safety precaution, PSCo would like to remind the developer to call the **Utility Notification Center at 1 800-922-1987** for utility locates prior to construction.

If you have any questions about this referral response, please contact me at (303) 571-3306.

Donna George
Contract Right-of-Way Referral Processor
Public Service Company of Colorado



Right of Way & Permits

1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: **303.571.3306**
Facsimile: 303. 571. 3284
donna.l.george@xcelenergy.com

April 26, 2018

Adams County Community and Economic Development Department
4430 South Adams County Parkway, 3rd Floor, Suite W3000
Brighton, CO 80601

Attn: Greg Barnes

Re: Berkeley Meadows - resubmittal, Case # PRC2016-00005

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the resubmittal of the *final* PUD development plan for **Berkeley Meadows**, and has no particular concerns provided that the previously agreed upon easements are not changed.

PSCo advises the property owner/developer/contractor continue working with the Designer previously assigned to the project for approval of design details. Additional easements may need to be acquired by separate document for new facilities.

As a safety precaution, PSCo would like to remind the developer to call the **Utility Notification Center** at 1-800-922-1987 to have all utilities located prior to any construction.

Should you have any questions with this referral response, please contact me at 303-571-3306.

Donna George
Right of Way and Permits
Public Service Company of Colorado

Greg Barnes

From: George, Donna L [Donna.L.George@xcelenergy.com]
Sent: Wednesday, June 20, 2018 9:20 AM
To: Greg Barnes
Subject: RE: For Review: Berkeley Meadows (PRC2016-00005)

Hi Greg,

Please use my comments from April 26, 2018. Nothing has changed.

Thank you,

Donna George
Xcel Energy | Responsible By Nature
Right of Way and Permits
1123 West 3rd Avenue, Denver, CO 80223
P: 303-571-3306 | F: 303-571-3660
donna.l.george@xcelenergy.com

XCELENERGY.COM

Please consider the environment before printing this email.

From: Greg Barnes [<mailto:GJBarnes@adcogov.org>]
Sent: Monday, June 11, 2018 4:33 PM
To: Greg Barnes
Subject: For Review: Berkeley Meadows (PRC2016-00005)

The attached documents were resubmitted to Adams County. You had provided comments on this case during the last submittal. Please provide any follow-up comments no later than **June 21, 2018**. Thanks!



Greg Barnes

Planner II, *Community and Economic Development Dept.*
ADAMS COUNTY, COLORADO
4430 S. Adams County Parkway, 1st Floor, Suite W2000A
Brighton, CO 80601-8216
720.523.6853 gjbarnes@adcogov.org
adcogov.org

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Right of Way & Permits
1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: **303.571.3306**
Facsimile: 303. 571.3284
donna.l.george@xcelenergy.com

September 4, 2018

Adams County Community and Economic Development Department
4430 South Adams County Parkway, 3rd Floor, Suite W3000
Brighton, CO 80601

Attn: Greg Barnes

**Re: Berkeley Meadows - resubmittal 3rd referral [fka Berkeley Estates]
Case # PRC2016-00005**

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the documentation for the above captioned project and has **no apparent conflict**.

Please be aware PSCo owns and operates existing electric distribution facilities within the subject property. The property owner/developer/contractor must complete the **application process** for any new natural gas or electric service, or modification to existing facilities via FastApp-Fax-Email-USPS (go to:

https://www.xcelenergy.com/start_stop_transfer/new_construction_service_activation_for_builders). It is then the responsibility of the developer to contact the Designer assigned to the project for approval of design details. Additional easements may need to be acquired by separate document for new facilities.

As a safety precaution, PSCo would like to remind the developer to call the **Utility Notification Center** at 1-800-922-1987 to have all utilities located prior to any construction.

Please contact me at donna.l.george@xcelenergy.com or 303-571-3306 if there are any questions with this referral response.

Donna George
Right of Way and Permits
Public Service Company of Colorado

Greg Barnes

From: Mike Bishop [littlee47@netzero.net]
Sent: Sunday, July 10, 2016 6:56 AM
To: Greg Barnes; Matthew Emmens; Greg Labrie
Cc: Leslie Tyson
Subject: Re: Berkeley Meadows Public Hearing

Hey Matt,

Sent an email, (3-4 weeks ago now), concerning the current status of the Berkeley Meadows proposed project. Have not had a response back. Several of us on Zuni St are trying to make plans on what the next move is going to be regarding our properties based on what is going to happen across the street.

I had also asked if access from Zuni was planned for construction, (dumps, belly-dumps, heavy equipment, material staging, etc., etc.)

Would appreciate an update on all.

Thanks,
 Mike Bishop

Sent from my iPad

> On Jan 28, 2016, at 4:19 PM, Mike Bishop <littlee47@netzero.net> wrote:

>

> Hi Greg,

>

> Thank you for the conversation this morning concerning the public meeting tonight on the above project.

>

> We reside across the way at 5620 Zuni, (Leslie Tyson is the land owner of title and she will be attending the meeting tonight). As I mentioned, due to some hospitalization, I can not make it.

>

> She will be addressing concerns about the proposed access(s) from Zuni St. and the improvements that would certainly be needed if that is the case. Written suggestions & questions have been submitted by her already to your planning dept.

>

> As we discussed in our conversation, one of my main concerns is why access from Zuni St. is even being considered as the primary, when access from 56th St. would keep it on one of the main traffic arteries thru the neighborhood.

>

> Lot of traffic volume in and out across the front of a street with what, 10 or 12 homes taking the brunt of all the noise, fumes, speeding kids, etc., etc., if Zuni is used. You mentioned that Traffic Engineering may have some explanation why access from 56th is not in consideration. I am including both your folks over there, in this email.

>

> My second concern is the increase in saturation over the original proposal(s) submitted. The original under the R1-C zoning for 44 single family units, (2010). They are now requesting the more flexible PUD, with smaller lots and a little more open space, but increasing the amount of units to the proposed 54. An increase of around 8+%. At an average of 2 vehicles per home, (and I'm sure that's light) we're looking at 108+ vehicles in and out daily.

>

> We have genuine concerns over the changes this type of development would mean to the quality of life and which direction it could take the property values in our area. We are ourselves builder and engineering backgrounds, so we are of course pro-development.....but it needs to be done right.

>

> Thanks for getting my concerns out there for me, Greg. Look forward to your considerations.

>

> Best Regards,

>

> Mike Bishop

>

> Sent from my iPad

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4/24/18

Community and Economic Development
4430 South Adams County Parkway Ste W2000A
Brighton, Colorado 80601-8216

To whom it may concern:

As to the comments of building of Berkeley Estates Subdivision we would like to let you know a few of the changes that will effect our neighborhood.

The bike route proposed will bring a lot of foot traffic to an area that has enough homeless traffic and trespass as it is.

Will the homes over there be single story? Will they obstruct site lines of the mountains?

What arrangements have been made for fire service, since you sold the volunteer fire department building, what about emergency access for fire and police in such a dense neighborhood?

What about infrastructure? Sewer, Water, Trash, Schools Gas, and Electricity. What kind if impact is that going to have on existing facilities and residents?

Where will fire hydrants be located?

We, the older neighbors, have little access to 56th as it is and the little increase of widening Zuni will be negligible with 54 more homes and to 100 or more extra vehicles daily, let alone an emergency.

What about an emergency evacuation in case of a railroad incident? All kinds of hazardous material is conveyed on the Rail Road!

What kind of parking will be available in the subdivision as the parking on Zuni and the rest of Scavalanti subdivision is at a premium now?

The two way street you propose at 56th Place will interfere with the homeowners bay window directly across from that exit. Why not make it 1 way except in an emergency.

What provisions have been made for the two wells that are on that property? Have they been covered up or left open for a child or an animal to find?

We moved here because of the rural setting close to town, sidewalks, bike paths and gutters will bring downtown unnecessarily to our neighborhood.

We know you have been questioned at length on all of these questions but I don't believe enough thoughts have been given to the daily impact on the neighborhood as seen by the 75 homes added to the grid on 56th and Alcott.

Please keep in mind that the current home owners have paid taxes and up keep on this area for numerous years and should have say in how this is developed.

Sincerely,

John and Dianna Decker
2341 59th Place
Denver, Co 80221

Greg Barnes

From: Greg Barnes
Sent: Tuesday, May 08, 2018 3:50 PM
To: 'Dianna Decker'
Cc: Matthew Emmens
Subject: RE: Comments on Berkeley Estates Subdivision

Hi John & Dianna,

Thank you for your comments on the Berkeley Meadows case. I have provided a response to your concerns. I have also sent the applicant a copy of your concerns, and they may also reply.

1. The bike route proposed will bring a lot of foot traffic to an area that has enough homeless traffic and trespass as it is.
 - a. Staff is supportive of active recreation enhancement adjacent to this development. The bike path is proposed in the public right-of-way, and not on private property.
2. Will the homes over there be single story? Will they obstruct site lines of the mountains?
 - a. The houses are proposed to be two stories. The maximum height allowed in the existing zone district is 25 feet. The proposed development is in compliance with existing zone district standards.
3. What arrangements have been made for fire service, since you sold the volunteer fire department building, what about emergency access for fire and police in such a dense neighborhood?
 - a. The local fire district and Adams County Sheriff's office have been notified of this proposed development and did not object to the project
4. What about infrastructure? Sewer, Water, Trash, Schools, Gas, and Electricity. What kind of impact is that going to have on existing facilities and residents?
 - a. The ability to provide this development with water, sewer, and electric service has been verified. Berkeley Sanitation, Denver Water, The State of Colorado's Division of Water Resources, and Xcel Energy have all been notified of the project, and no objections have been noted. The Westminster School District was also notified and did not issue objection to the request. The school district also receives cash-in-lieu of public land dedication, from this developer. These fees support the additional costs the school district incurs from additional development in the area. Finally, the development will have an established HOA will be required to establish sanitation services for all 54 lots.
5. Where will fire hydrants be located?
 - a. The engineering plans submitted with this development proposal includes fire hydrants. For specific information as to where they are located, please contact our engineer on this project. His name is Matt Emmens 720-523-6826 memmens@adcogov.org
6. We, the older neighbors, have little access to 56th as it is and the little increase of widening Zuni will be negligible with 54 more homes and to 100 or more extra vehicles daily, let alone an emergency. What about an emergency evacuation in case of a railroad incident? All kinds of hazardous material is conveyed on the Rail Road!

- a. There are multiple people involved in the review of these types of projects. I would recommend that you talk to Matt Emmens for specific information regarding traffic and transportation. These items are within his purview of the project.
- 7. What kind of parking will be available in the subdivision as the parking on Zuni and the rest of Scavalanti subdivision is at a premium now?
 - a. The proposal includes a two-car driveway on each lot. All housing models also include a two-car garage. In addition, the newly constructed street serving this subdivision (known as Zuni Court) has the ability for street parking on both sides of the street.
- 8. The two way street you propose at 56th Place will interfere with the homeowners bay window directly across from that exit. Why not make it 1 way except in an emergency.
 - a. Our traffic engineers have reviewed this project and support the traffic configuration. You may direct this question to Matt Emmens and perhaps he could provide a response.
- 9. What provisions have been made for the two wells that are on that property? Have they been covered up or left open for a child or an animal to find?
 - a. The wells will be closed, and are not part of the proposed development.
- 10. We moved here because of the rural setting close to town, sidewalks, bike paths and gutters will bring downtown unnecessarily to our neighborhood. We know you have been questioned at length on all of these questions but I don't believe enough thoughts have been given to the daily impact on the neighborhood as seen by the 75 homes added to the grid on 56th and Alcott.
 - a. You will have the ability to voice these concerns at both public hearings. The process for approval is open to the public. A preliminary plat and development plan have already been approved for this project.
 - b. As a County employee, I am not a representative of the developer. My role is merely to collect public comments and provide them to the Board of County Commissioners for their decision. Please keep in mind that I am in no way advocating for this project. I am reviewing the proposal based on Adams County standards, and presenting our findings to the Board of County Commissioners.
 - c. Please keep in mind, The owner of this property is entitled to develop this property in conformance with Adams County standards. Should this project be denied, the applicant will still be able to pursue development (just in a different way) based on the County's Residential-1-C zoning standards. These regulations also allow single-family homes and require a minimum of 7,000 square feet per lot.

Please let me know if you have any further questions.



Greg Barnes

Planner II, *Community and Economic Development Dept.*

ADAMS COUNTY, COLORADO

4430 S. Adams County Parkway, 1st Floor, Suite W2000A

Brighton, CO 80601-8216

720.523.6853 gjbarnes@adcogov.org

adcogov.org

From: Dianna Decker [mailto:2341mmw@gmail.com]

Sent: Tuesday, April 24, 2018 3:41 PM

To: Greg Barnes

Subject: Comments on Berkeley Estates Subdivision

Mr Barnes,

Please find attached a list of comments and questions for this new subdivision.

Would you please notify us of any public hearings or changes to the subdivision plans.

Thank you for allowing us to comment on this .

John and Dianna Decker

Greg Barnes

From: Pat Hatfield [pat@rw-spec.com]
Sent: Tuesday, March 29, 2016 8:34 AM
To: Greg Barnes
Subject: prc2016-0005

Im am not in favor of this project .will make to much traffic and headaches Patrick hatfield

Greg Barnes

From: Stephen Loppnow [sloppnow@yrgxyz.com]
Sent: Thursday, April 13, 2017 6:21 PM
To: Greg Barnes
Cc: Erica Wernsmann
Subject: Fwd: Berkeley Meadows Comments

Greg,

I know I missed the April 7 deadline, but wanted to resubmit my comments from Nov. 2015 (below) regarding this project because for the most part they still stand across the board. My biggest concerns are:

- Increased traffic and traffic control at the 56th and Zuni intersection. Traffic on 56th is heavy and fast, and cars at the 56th and Zuni intersection regularly roll the stop sign and peel-out from the stop sign. A low cost measure that would be helpful - I would love to see speed bumps in all directions at that intersection. This may not seem specific to Berkeley Meadows but I think safety at this intersection is going to increasingly be an issue with the increased traffic associated with the development.
- I think the lack on connectivity / cohesiveness between the development and 56th, because houses don't front 56th but instead face away and are separated by a fence, further emphasizes 56th as a throughway instead of a neighborhood street. The 56th and Zuni intersection is unsafe in it's current configuration.
- I know this may not be feasible, but I strongly feel that the houses on the south side of the development should face 56th, and be accessed from behind, instead of being fenced off from 56th and face away from 56th.
- I still think it would be nice to see a larger park on the north side of the development.
- I hope that dust control, watering, etc. will be strongly enforced during horizontal and vertical development.
- We appreciate the additional sidewalk work the county has been doing very much. THANK YOU. It's been a great improvement. Looking forward to more to come.
- Finally, getting some of the power poles underground would be a huge improvement to the intersection, Berkeley Meadows and the whole corridor, so I hope to see that happen and continue.

Thank you very much for the opportunity to chime in.

best regards,

Steve Loppnow, 2350 W. 56th Ave. 80221

Stephen Loppnow Sustainability Manager
 LEED AP BD+C, O+M, Homes
YR&G
 sustainability consulting, education, and analysis
 1644 Platte St. #343 Denver CO 80202
 T 303.803.6542
yrgxyz.com | [facebook](https://www.facebook.com/yrgxyz) | [twitter](https://twitter.com/yrgxyz)

Begin forwarded message:

From: Stephen Loppnow <sloppnow@yrgxyz.com>
Subject: Berkeley Meadows Comments
Date: November 14, 2015 at 9:49:42 AM MST

To: GJBarnes@adcogov.org

Mr. Barnes,

Thank you for the opportunity to provide comments regarding the Berkeley Meadows development. I live at 2350 W. 56th, at the SE corner of the Zuni / 56th Ave. intersection. Sorry this is late, I wasn't able to respond yesterday at work.

My comments:

- The 56th and Zuni intersection could use a traffic light. Vehicles regularly roll through the existing stop signs and speed on that section of 56th Ave. Speed bumps or other speed mitigation would be welcomed. I'm guessing this will become more necessary with the increased traffic on 56th Ave. associated with this new development.
- The site plans look very good, but I'm a little concerned about the lots and future homes on the south side of the development not facing 56th Ave. I'm concerned that it will further define 56th Ave. as a throughway rather than a residential street fronted by houses.
- I'm happy to see the park area on the north side of the development. However, I'd like to see a larger park. It looks like the majority of that area is actually dedicated to stormwater detention and will likely not be usable open space. So, more usable park space would be ideal.
- I'm really concerned about the sidewalk details. The existing hybrid sidewalk curb and gutter system that is in place throughout this neighborhood and south of here in Chaffee Park is not user friendly at all. Sidewalks aren't wide enough for two people to walk side by side and are barely wide enough for a baby stroller. I regularly end up walking in the gutter to walk with my wife and child, which ultimately puts me in the street. Wider sidewalks and having a set-back between the street and sidewalk is much better. I hope the new sidewalk plans are a significant departure from the existing type of hybrid sidewalk in this area. The type of combination system noted on sheet 3 of 9 for the Zuni Court Cul-de-sac is really awful. I hope the county will push for a departure from that type of system in the new development, and moving forward.
- Are there architectural requirements for the development? It'd be nice to see the new houses with some architectural detail and variation. I think this could be done without imposing major cost impacts on the developer (like Stapleton or Midtown).

Thanks for the opportunity to chime in. I hope this email will still be considered despite being a day late.

Stephen Loppnow Sustainability Manager
LEED AP BD+C, O+M, Homes

YR&G
sustainability consulting, education, and analysis
1821 Blake Street 3A Denver CO 80202
T 303.803.6542

yrxyz.com | [facebook](https://www.facebook.com/yrxyz) | [twitter](https://twitter.com/yrxyz)

Greg Barnes

From: marenmatt@aol.com
Sent: Sunday, March 26, 2017 1:18 PM
To: Greg Barnes
Subject: Berkley meadows

Hello, This is Maren Matthias owner of 5660 Zuni St. I recieved the "request for comments" form. I do not see any changes? I am still worried about the road being in line with my front window and causing headlights to blind us at night. I am also worried about losing my mountain view.

Thank you
Maren Matthias

Greg Barnes

From: marenmatt@aol.com
Sent: Thursday, November 29, 2018 10:53 AM
To: Greg Barnes
Subject: Re: Berkley meadows

Trees do not grow on my front yard.

Sent from my iPhone

On Nov 29, 2018, at 10:31 AM, Greg Barnes <GJBarnes@adcogov.org> wrote:

Unfortunately, BoCC meetings are always at 9:30 am. I'm sorry. I will be sharing all of your comments in the staff report.

Staff evaluated the traffic study, spacing from existing intersections, and lot spacing. We believe that the current configuration of roadways is the best possible design. I do understand that this configuration is not your preferred design, however we believe that this design serves the overall community in the best way.

Ultimate build-out (if approved) may not occur for another 2-3 years, so there may be some time to establish evergreen shrubs that may help alleviate some of your concerns.

<image002.jpg>**Greg Barnes**

Planner II, *Community and Economic Development Dept.*

ADAMS COUNTY, COLORADO

4430 S. Adams County Parkway, 1st Floor, Suite W2000A

Brighton, CO 80601-8216

720.523.6853 gjbarnes@adcogov.org

adcogov.org

From: marenmatt@aol.com [<mailto:marenmatt@aol.com>]

Sent: Wednesday, November 28, 2018 11:26 AM

To: Greg Barnes

Subject: Re: Berkley meadows

I am upset about the time of the hearing. Most of us work during that time. I am still really unhappy with the road being right into my front window. I will have headlights shining into my home. I have lived there for 10years and enjoyed the quiet of my road. I am ok with the building, but I do not understand why it cannot be facing the garage on the right of me. No one lives there!!

Sent from my iPhone

On Nov 13, 2018, at 11:06 AM, Greg Barnes <GJBarnes@adcogov.org> wrote:

Was it the public hearing notice that I mailed? Or something else?

<image003.jpg>**Greg Barnes**

Planner II, *Community and Economic Development Dept.*

ADAMS COUNTY, COLORADO

4430 S. Adams County Parkway, 1st Floor, Suite W2000A
Brighton, CO 80601-8216
720.523.6853 gjbarnes@adcogov.org
adcogov.org

From: marenmatt@aol.com [<mailto:marenmatt@aol.com>]
Sent: Tuesday, November 13, 2018 11:02 AM
To: Greg Barnes
Subject: Re: Berkley meadows

There was something mailed to us as a final request. On the map it looked different because the road is longer and I thought it was facing another way. Nothing is labeled and so it's confusing.

Sent from my iPhone

On Nov 13, 2018, at 10:59 AM, Greg Barnes <GJBarnes@adcogov.org> wrote:

I'm curious as to where you thought you saw differing information on road design.

<image003.jpg>**Greg Barnes**
Planner II, *Community and Economic Development Dept.*
ADAMS COUNTY, COLORADO
4430 S. Adams County Parkway, 1st Floor, Suite W2000A
Brighton, CO 80601-8216
720.523.6853 gjbarnes@adcogov.org
adcogov.org

From: marenmatt@aol.com [<mailto:marenmatt@aol.com>]
Sent: Tuesday, November 13, 2018 10:59 AM
To: Greg Barnes
Subject: Re: Berkley meadows

Darn! Ok, well then I still have the same concerns. My main one being a road going right into my living room window.

Sent from my iPhone

On Nov 13, 2018, at 8:33 AM, Greg Barnes
<GJBarnes@adcogov.org> wrote:

Hi Maren,

No, the street configuration has not changed.

<image003.jpg>**Greg Barnes**
Planner II, *Community and Economic Development Dept.*
ADAMS COUNTY, COLORADO
4430 S. Adams County Parkway, 1st Floor, Suite W2000A
Brighton, CO 80601-8216
720.523.6853 gjbarnes@adcogov.org
adcogov.org

From: marenmatt@aol.com
[<mailto:marenmatt@aol.com>]
Sent: Monday, November 12, 2018 9:50 AM
To: Greg Barnes
Subject: Re: Berkley meadows

Hello, I saw the new plans. Does this mean the streets to Berkeley meadows are now going out to 56th instead of Zuni? Thx

Sent from my iPhone

On Mar 27, 2017, at 8:52 AM, Greg Barnes
<GJBarnes@adcogov.org> wrote:

Hi Maren,

There have not been any substantial changes to the plan. We wanted to re-send it out for comments, because of the length of time it has taken for the case to go to public hearing. I'll pass your concerns on to the Planning Commission and Board of County Commissioners when this case finally makes it on their agenda.

<image003.jpg>Greg Barnes
Planner II, *Community and Economic Development*
ADAMS COUNTY, COLORADO
4430 S. Adams County Parkway
1st Floor, Suite W2000A
Brighton, CO 80601-8216
o: 720-523-6853 | gjbarnes@adcogov.org
www.adcogov.org

From: marenmatt@aol.com
[<mailto:marenmatt@aol.com>]
Sent: Sunday, March 26, 2017 1:18 PM
To: Greg Barnes
Subject: Berkley meadows

Hello, This is Maren Matthias owner of 5660 Zuni St. I recieved the "request for comments" form. I do not see any changes? I am still worried about the road being in line with my front window and causing headlights to blind us at

night. I am also worried about losing my mountain view.

Thank you
Maren Matthias

<PHN.pdf>

Greg Barnes

From: jerrysmith36@comcast.net
Sent: Wednesday, March 22, 2017 8:58 PM
To: Greg Barnes
Subject: Re: Berkeley Meadows Contact PRC 2016=00005

Please consider this to be a request for public hearing on the final plat application unless my concerns can be addressed prior to the matter coming before the County Commissioners. I am willing to meet with the applicant to discuss changes in the proposed final plat which can satisfy the concerns I expressed to the planning commission which were included in the planning commission's recommendations to the county commissioners and were included in the county commissioners' approval to proceed with the project.

At the planning commission hearing, I expressed concern and objection to the applicant proposing a 6 foot privacy fence along West 56th Avenue and Zuni Street
 s due to the desire not to have the new homes facing those streets. This would result in existing homes across those streets having a view of lengthy privacy fences running the lengths of both of these streets. New developments being designed within existing residential neighborhoods should be compatible with, and not detrimental to those neighborhoods. Put simply, the developer wants to front homes to the interior streets rather than 56th Avenue and Zuni Street. This present the nicer view to the homes to be sold and the more negative view to existing property owners or residents.

I understand some plantings along the roadways in question will shield a portion of the privacy fences, but the privacy fence along 56th Avenue will be a continuous 6' high wooden fence of approximately 300 feet in length unbroken by any intervening changes in nature. This is totally incompatible with the character of the neighborhood. This issue can be resolved in several ways. The fence can be lowered to what would be permitted in a front yard. The linear sameness of the lengthy fence could be broken with interior masonry attractive posts with height of the posts being different than the fence height. Rather than having a constant consistent height of fence, the height could vary post by post putting a more attractive curving wavelike look to the fence to break up the sameness of a stockade..

Fence design can help inclusive neighborhoods to grow or it can create a keep away look to developments within a neighborhood. 56th Avenue runs from Pecos to Federal. On the north side of the avenue there are many large lots which will develop as a result of light rail coming to the area. Single family, multifamily, and limited commercial development will occur there. It is important that this new development complement and not detract from what already exists.

Put simply would you like for a 300 foot 6 foot tall wooden fence to be built across the street from your front yard, front porch, and living room window? If your answer, spoken or thought, is no. You should not visit this on others. Attractive fences are far less likely to be degraded with graffiti and other offensive behavior.

I have reviewed several fence companies around the metro area web sites and have noted numerous options which would provide for privacy with negatively effecting existing across street family homes. I offered at the Planning Commission meeting several months ago to meet with the applicant to discuss compatible options. Little interest was shown then through this date.

I believe my testimony to the planning commission was viewed by them as reasonable, non confrontational and fair both to the developer and to those already living in the neighborhood. Had it not been viewed this way they would not have included it in the conditions recommended for approval of the development. The commissioners initial approval accepted the recommendation. There were alternatives available which could have had all homes in Berkeley Meadows facing streets with back yard abutting back yards. It may have cost more for streets, reduced the number of building sites, and perhaps modified development pricing/profit levels. A balance can be achieved with all owning property between 52nd Avenue and Clear Creek and Pecos and Federal. If the existing fence proposal is approved the interests of existing property owners will suffer and the developer interests will benefit.

A final thought, my greatest fear would be the development of other vacant land along 56th Avenue with 6 foot wooden privacy fences running most of the way between Pecos and Federal. Walls separate people. The existence of lengthy walls or sections of walls dominating an area separate communities and people. We don't care much about things we can not see. Fences which block views needlessly separate neighbors.

Feel free to forward this to all appropriate parties, I noted in your e mail that Jim Fitzmorris is the case manager. You can forward this to him or send me his e mail and I will do so. I will contact him as well. Again, I am requesting that approval not be granted without a public hearing. I would like this e mail be included verbatim as my response in this matter. Please confirm receipt.

From: "Greg Barnes"
To: "jerrysmith36@comcast.net"
Sent: Wednesday, March 22, 2017 3:49:03 PM
Subject: Berkeley Meadows Contact

Jerry,

The case manager on this project is Jim Fitzmorris. His number is 303-267-6185.



Greg Barnes
Planner II, *Community and Economic Development*
ADAMS COUNTY, COLORADO
4430 S. Adams County Parkway
1st Floor, Suite W2000A
Brighton, CO 80601-8216
O: 720-523-6853 | gjbarnes@adcogov.org
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Community & Economic
Development Department
Development Services Division
www.adcogov.org



4430 South Adams County Parkway
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Brighton, CO 80601-8218
PHONE 720.523.6800
FAX 720.523.6967

Request for Comments

Case Name: Berkeley Meadows
Project Number: PRC2016-00005

March 17, 2017

Adams County Planning Commission is requesting comments on the following request:

1.) Application for final plat application to create a 54-lot single-family subdivision; 2) Application for final development plan to establish a Planned Unit Development of 54 single-family homes.

This request is located at 2405 W 56th Avenue. The Assessor's Parcel Number is 0182508400054.

Applicant Information: DAVID FREYRE
4301 JASON ST
DENVER, CO 80211

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; or call (720) 523-6800 by 04/07/2017 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 will be forwarded to you for your information.

The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at www.adcogov.org/planning/currentcases. Thank you for your review of this case.

Greg Barnes
Case Manager

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry
DISTRICT 1

Charles "Chaz" Tedesco
DISTRICT 2

Erik Hansen
DISTRICT 3

Steve O'Dorisio
DISTRICT 4

Mary Hodge
DISTRICT 5



Request for Comments

Case Name: Berkeley Meadows
Project Number: PRC2016-00005

April 6, 2018

The Adams County Planning Commission is requesting comments on the following requests:

- 1. Final plat application to create a 54-lot single-family major subdivision;**
- 2) Final development plan to establish a Planned Unit Development.**

This request is located at 2405 W 56th Avenue. The Assessor's Parcel Number is 0182508400054.

Applicant Information: Berkeley Estates, LLC Und 50% Int
Sonrisa Holding LLC Und 50% Int
4321 Broadway, Ste 1
Denver, CO 80216-3574

Please forward any written comments on this application to the Community and Economic Development at 4430 South Adams County Parkway, Suite W2000A Brighton, CO 80601-8216, or call (720) 523-6800 by 04/27/2016 in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to GJBarnes@adcogov.org.

Once comments have been received and the staff report written, the staff report and notice of public hearing dates may be forwarded to you upon request.

The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at www.adcogov.org/planning/currentcases.

Thank you for your review of this case.

Greg Barnes
Case Manager

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
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Public Hearing Notification

Case Name: Berkeley Meadows
Case Number: PRC2016-00005
Board of County Commissioners Hearing Date: December 11, 2018 at 9:30 a.m.

October 30, 2018

A public hearing has been set by the Adams County Board of County Commissioners to consider the following requests:

- 1. Final plat application to create a 54-lot single-family major subdivision;**
- 2. Final development plan application to establish a Planned Unit Development**

This request is located at 2405 W 56th Avenue. The Assessor's Parcel Number is 0182508400054.

Applicant Information: DELWEST DEVELOPMENT CORP.
155 SOUTH MADISON STREET, SUITE 326
DENVER, CO 80209

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 Board of County Commissioners 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.

Greg Barnes
Case Manager

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry
DISTRICT 1

Charles "Chaz" Tedesco
DISTRICT 2

Erik Hansen
DISTRICT 3

Steve O'Dorisio
DISTRICT 4

Mary Hodge
DISTRICT 5

PUBLICATION REQUEST

Berkeley Meadows

Case Number: PRC2016-00005
Board of County Commissioners Hearing Date: 12/11/2018 at 9:30 a.m.

Requests: 1. Final plat application to create a 54-lot single-family major subdivision; 2) Application for final development plan to establish a Planned Unit Development.

Location: 2405 W. 56th Avenue
Parcel Number: 0182508400054

Case Manager: Greg Barnes

Applicant: DELWEST DEVELOPMENT CORP.
155 SOUTH MADISON STREET, SUITE 326
DENVER, CO 80209

Owner: DELWEST DEVELOPMENT CORP.
155 SOUTH MADISON STREET, SUITE 326
DENVER, CO 80209

Legal Description: A PARCEL OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, ADAMS COUNTY, COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SE 1/4 SECTION 8, THENCE NORTH ALONG SECTION LINE FOR 1464 FEET TO SOUTH LINE OF COLORADO AND SOUTHERN RAIL ROAD RIGHT OF WAY, THENCE IN A SOUTHWESTERLY DIRECTION ALONG SAID COLORADO AND SOUTHERN RAIL ROAD RIGHT OF WAY TO A POINT 331.75 FEET WEST OF EAST LINE OF SAID SECTION AND THENCE SOUTH 1364 FEET TO SOUTH LINE SAID SECTION THENCE EAST 331.75 FEET TO PLACE OF BEGINNING. EXCEPT ROAD ON SOUTH SIDE AS PER DEED OF RECORD, THE PROPERTY CONVEYED BY THE PERSONAL REPRESENTATIVE'S DEED DATED MARCH 12, 2009 AND RECORDED MARCH 12, 2009 AT RECEPTION NO. 2009000017688, AND THE PROPERTY CONVEYED BY THE PERSONAL REPRESENTATIVE'S DEED DATED MARCH 12, 2009 AND RECORDED MARCH 12, 2009 AT RECEPTION NO. 2009000017689. THE ABOVE DESCRIBED PROPERTY ALSO BEING DESCRIBED AS FOLLOWS: BASIS OF BEARINGS: THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING MONUMENTED BY A 3-1/4" ALUMINUM CAP MARKED "PLS 16406, 1996" AT THE SOUTHEAST CORNER AND A 3-1/4" ALUMINUM CAP MARKED "PLS 20160, 1998" AT THE EAST QUARTER CORNER, BEING ASSUMED TO BEAR S00°13'28"E A DISTANCE OF 2640.17 FEET. COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 8; THENCE ON SAID EAST LINE OF THE SOUTHEAST QUARTER, N00°13'28"W 222.47 FEET, TO A POINT ON THE NORTHERLY LINE OF THAT PARCEL AS DESCRIBED AT RECEPTION NO. 2009000017688, AND THE POINT OF BEGINNING; THENCE ON SAID NORTHERLY LINE THE FOLLOWING FOUR (4) COURSES: 1. S10°00'01"W A DISTANCE OF 168.18 FEET; 2. S08°59'41"W A DISTANCE OF 6.85 FEET; 3. S45°32'10"W A DISTANCE OF 15.93 FEET; 4. S89°12'23"W A DISTANCE OF 289.40 FEET, TO A POINT BEING 331.75 FEET WEST OF SAID EAST LINE OF THE SOUTHEAST QUARTER, THENCE N00°13'28"W A DISTANCE OF 460.01 FEET, TO THE SOUTHEAST CORNER OF NORTHRIDGE ESTATES AT GOLD RUN SUBDIVISION AS DESCRIBED UNDER RECEPTION NUMBER C0700025; THENCE ON THE EAST LINE OF SAID SUBDIVISION, N00°13'28"W A DISTANCE OF 869.57 FEET, TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF THE COLORADO AND SOUTHERN RAIL ROAD AS DESCRIBED IN BOOK 3475 AT PAGE 305; THENCE ON SAID SOUTHERLY RIGHT OF WAY, N73°09'25"E A DISTANCE OF 227.36 FEET, TO A POINT ON THE WESTERLY LINE OF THAT PARCEL AS DESCRIBED AT RECEPTION NO. 2009000017689; THENCE ON SAID WESTERLY LINE THE FOLLOWING TWO (2) COURSES: 1. S26°51'36"E A DISTANCE OF 135.81 FEET; 2. N89°46'28"E A DISTANCE OF 53.00 FEET TO A POINT ON SAID EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 8; THENCE ON SAID EAST LINE OF THE SOUTHEAST QUARTER, S00°13'28"E A DISTANCE OF 1086.95 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS AN OVERALL CALCULATED AREA OF 441,825 SQUARE FEET OR 10.143 ACRES.



Referral Listing
Case Number PRC2016-00005
Berkeley Meadows

Agency	Contact Information
Adams County	Planning Addressing PLN 720.523.6800
Adams County Construction Inspection	PWCI . PWCI 720-523-6878
Adams County Development Services - Building	Justin Blair JBlair@adcogov.org 720.523.6825 JBlair@adcogov.org
Adams County Fire Protection District	Marshall Fire 8055 N. WASHINGTON ST. DENVER CO 80229 (303) 289-4683 gpreston@acfpd.org
Adams County Treasurer: Send email	Adams County Treasurer bgrimm@adcogov.org 720.523.6376
BERKELEY WATER & SAN DISTRICT	SHARON WHITEHAIR 4455 W 58TH AVE UNIT A ARVADA CO 80002 (303) 477-1914 berkeleywater@gmail.com
Century Link	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
COLO DIV OF MINING RECLAMATION AND SAFETY	ANTHONY J. WALDRON - SENIOR ENV DEPT. OF NATURAL RESOURCES 1313 SHERMAN ST, #215 DENVER CO 80203 303-866-4926 tony.waldron@state.co.us

Agency	Contact Information
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COLORADO DIVISION OF WILDLIFE	Eliza Hunholz Northeast Regional Engineer 6060 BROADWAY DENVER CO 80216-1000 303-291-7454 eliza.hunholz@state.co.us
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COUNTY ATTORNEY- Email	Christine Francescani CFrancescani@adcogov.org 6884
Engineering Department - ROW	Transportation Department PWE - ROW 303.453.8787

Agency	Contact Information
Engineering Division	Transportation Department PWE 6875
FISHER DITCH COMPANY	RUTH & GENE BRIENZA 2030 E. 68TH AVENUE DENVER CO 80229 (303) 289-1734 gb173@outdrs.net
HYLAND HILLS PARK & REC DISTRICT	TERRY BARNHART - PLANNER 8801 North Pecos Street DENVER CO 80260 (303) 650-7507 (303) 650-7507 tbarnhart@hylandhills.org
METRO WASTEWATER RECLAMATION	CRAIG SIMMONDS 6450 YORK ST. DENVER CO 80229 303-286-3338 CSIMMONDS@MWRD.DST.CO.US
North Pecos Water & Sanitation District	Russell Traska 6900 Pecos St Denver CO 80221 303-429-5770 manager@northpecoswater.org
NORTHRIDGE ESTATES AT GOLD RUN HOA	SHANE LUSSIER 14901 E Hampden Ave Suite 320 AURORA CO 80014 303-693-2118 shane@cchoapros.com
NS - Code Compliance	Andy San Nicolas asannicolas@adcogov.org 720.523.6831 asannicolas@adcogov.org
Parks and Open Space Department	Nathan Mosley mpedrucci@adcogov.org aclark@adcogov.org (303) 637-8000 nmosley@adcogov.org
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Agency	Contact Information
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US EPA	Stan Christensen 1595 Wynkoop Street DENVER CO 80202 1-800-227-8917 christensen.stanley@epa.gov
WESTMINSTER SCHOOL DISTRICT #50	Jackie Peterson 7002 Raleigh Street WESTMINSTER CO 80030 720-542-5100 jpeterson@adams50.org
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BURSON ROSA MARIA
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COURTNEY RICHARD HARDING
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DE CRESCENTIS ANTHONY J
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DE HERRERA LINDA AND
JIMENEZ PATRICIA
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COX CLIFF AND
HERNANDEZ SYBENIE
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DE LOS SANTOS JAVIER AND
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DECKER DIANNA L
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DELISA RONNIE R
2251 W 54TH PL
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DURAN ANTHONY A AND
DURAN JOANN A
5545 ZUNI ST
DENVER CO 80221-1403

DESHON MATTHEW C
5482 ZUNI ST
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DURAN JULIAN J AND
DURAN LOUISE B
5481 BEACH COURT
DENVER CO 80221-1625

DIETZ ERIC
2230 W 59TH PL
DENVER CO 80221-6613

EBERL DORIS I
2315 W MOFFAT PL
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DISNER KATHLEEN I
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EISWORTH CLINTON
2220 W MOFFAT PL
DENVER CO 80221-1443

DISTLER CHRISTOPHER
2260 W 57TH PL
DENVER CO 80221-6611

ESCALERA GUSTAVO
2701 W 55TH AVE
DENVER CO 80221-1615

DIXON ROBERT F JR
5660 BRYANT ST
DENVER CO 80221-1851

ESCOBAR JULIAN AND ESCOBAR LUZ MARIA AND
ESCOBAR OGA
2551 W 56TH AVE
DENVER CO 80221-1811

DOWHAN LISA MARIE/JOHNNY
JAMES/BRITO JEFFREY L
4545 YULLE RD
BENNETT CO 80102-8915

ESCOBEDO MARCO A AND
ESCOBEDO VERONICA
5681 CLAY STREET
DENVER CO 80221

DOYLE FRANCIS
2331 W 54TH PL
DENVER CO 80221-1483

ESPINOZA MARK AND
SAAVEDRA MARIA O
5700 BRYANT ST
DENVER CO 80221-1856

DUENAS SAMUEL
5738 ALCOTT ST
DENVER CO 80221-1855

EYTH JEFF S
2610 W 56TH AVE
DENVER CO 80221-1800

DUMEYER BEVERLEY J
5518 CLAY STREET
DENVER CO 80221

FALLER DEBRA JEAN
2201 W 57TH PL
DENVER CO 80221-6610

FARMER KELLY B AND
KORTE JENNIFER MARIA
5630 ALCOTT ST
DENVER CO 80221-1837

GARCIA FARRAH R AND
RESSLER CHRIS J
5675 BRYANT ST
DENVER CO 80221-1871

FED58 LLC
3535 LARIMER ST
DENVER CO 80205-2421

GARCIA GINA V
2360 W MOFFAT PL
DENVER CO 80221-1482

FENG GUANG NING AND
FENG XUE ZHENG
5755 BRYANT ST
DENVER CO 80221-1843

GARCIA LUCAS R
5768 ALCOTT ST
DENVER CO 80221-1855

FERGUSON DALONE
5480 ALCOTT ST
DENVER CO 80221-1622

GARCIA NOHEMI
2301 W 56TH AVE
DENVER CO 80221-1807

FISHER WILLIAM L AND
DAILEY-FISHER DEBRA A
2222 W 58TH PL
DENVER CO 80221-6613

GARRETT DWAYNE D TRUST UA THE
2600 W 56TH AVE
DENVER CO 80221-1800

FOSTER WILLIAM ROBERT AND
FOSTER TIMOTHY E AND FOSTER ELLEN P
2544 W 55TH AVE
DENVER CO 80221-1644

GETTE JAMES W AND
GETTE KATHRYN R
5580 CLAY ST
DENVER CO 80221-1635

FOX ANGELA
7717 S GRAPE CT
CENTENNIAL CO 80122-3810

GIBSON MARY JANE
2552 W 56TH AVE
DENVER CO 80221-1812

FRIAS GAMEZ IVAN ORLANDO
4100 ALBION ST UNIT 315
DENVER CO 80216-4442

GLIM CRYSTAL NICOLE
2360 W 57TH AVE
DENVER CO 80221-1870

FUENTES JERRY L
5560 CLEAR CREEK DR
DENVER CO 80212-2832

GONZALEZ CLAUDIA
5771 CLAY STREET
DENVER CO 80221

GALVAN B RAUL
5787 ALCOTT STREET
DENVER CO 80221

GONZALEZ ROGELIO T AND
GONZALEZ ANA MARIA
7625 HOOKER ST
WESTMINSTER CO 80030-4527

GRISWOLD MATTHEW B
5555 ZUNI ST
DENVER CO 80221-1403

HERNANDEZ JURADO ELIEL AND
DEHERNANDEZ ABIGAIL
5533 ALCOTT ST
DENVER CO 80221-1623

GUTIERREZ HIPOLITO
2391 W 54TH PL
DENVER CO 80221-1483

HERNANDEZ MERCEDES
5520 VALLEJO ST
DENVER CO 80221-1448

GUTIERREZ TERESA
4510 W 63RD
ARVADA CO 80003

HERRERA ALBERTO E AND
HERRERA ESTHER A
2323 W MOFFAT PL
DENVER CO 80221-1442

GUZMAN ALEXANDRA VILLAGOMEZ AND
VILLAGOMEZ ISMAEL
5731 CLAY ST
DENVER CO 80221-1852

HERRERA CONCEPCION III AND
MEDINA STEVEN E
4551 FEDERAL BLVD
DENVER CO 80211

HANNA WILLIAM M AND
HANNA BETH A
5704 CLAY STREET
DENVER CO 80221

HERRERA JUAN AND
NUNEZ NELYDA
5717 ALCOTT STREET
DENVER CO 80221

HARRISON MARY A
5581 ZUNI ST
DENVER CO 80221-1454

HINKLE GERTRUDE I REVOCABLE LIVING TRUST
2205 W MOFFAT PL
DENVER CO 80221-1442

HARROD TERREY
2220 W 56TH AVE
DENVER CO 80221-6605

HOLGUIN ERASMO
2456 W 56TH AVE
DENVER CO 80221

HAUER DANIE AND
CHAU CHRISTINA
2410 W 56TH AVE
DENVER CO 80221-1810

HOMRA DAVID G AND
HOMRA REGINNA G
2220 W 56TH PL
DENVER CO 80221-6607

HAWK BEVERLY M
2341 W 57TH AVE
DENVER CO 80221-1869

HOPPMANN STEVEN LEE
5677 ALCOTT STREET
DENVER CO 80221

HERNANDEZ JOHN A AND
HERNANDEZ GERALDINE
4655 LOWELL BLVD
DENVER CO 80211-1169

HUERENA VERA M
2200 W MOFFAT PL
DENVER CO 80221-1443

HUYNH SONNY AND
NGUYEN THU THI AND HUYNG KIM NGAN
5710 BRYANT STREET
DENVER CO 80221

JONES MARK C AND
JONES REBECCA J
2471 W 55TH AVE
DENVER CO 80221-1610

IBARRA ANA E AND
IBARRA-DUARTE POLICARPIO
2351 E 116TH WAY
THORNTON CO 80233-2340

JUAREZ SOCORRO AND
CERVANTES ANDREA LOYA
2321 W 57TH AVE
DENVER CO 80221-1869

INGALLS STANLEY W AND
INGALLS CARMEN C
5646 WYANDOT STREET
DENVER CO 80221

JUAREZ-VERA BERNARDA
2665 W 55TH AVE
DENVER CO 80221-1613

INGALLS STANLEY W AND
INGALLS CARMEN C
2291 W 56TH AVE
DENVER CO 80221-6604

JUAREZ-VERA CARLOS
5506 CLAY STREET
DENVER CO 80221

JACKSON LARRY T
2735 W 56TH AVENUE
DENVER CO 80221

JUETT LEONARD C AND
JUETT HELEN L
2391 W 56TH AVE
DENVER CO 80221-1807

JARA VICTOR AND
FARIAS LAURA
5688 ALCOTT ST
DENVER CO 80221-1837

KASPER JOSEPH H AND
KASPER ROWENA
5701 CLAY STREET
DENVER CO 80221

JIMENEZ EDUARDO AND JULIA
2213 W 57TH PL
DENVER CO 80221-6610

KASSEL FAMILY TRUST THE
KASSEL DAVID J/HELENA A TRUSTEES
PO BOX 6891
NAPA CA 94581-1891

JIMENEZ PRISCILLA
2320 W 57TH AVE
DENVER CO 80221-1870

KNOLL DAVID E AND
KNOLL JENNIE S
5631 CLAY STREET
DENVER CO 80221

JOHNSON MATTHEW P AND
JOHNSON KATHLEEN A
2692 S NELSON COURT
LAKEWOOD CO 80227

LAW SHEENA AND
MARTINEZ NICHOLAS L
5471 ZUNI ST
DENVER CO 80221-1456

JONES CLARENCE M JR
5650 BRYANT STREET
DENVER CO 80221

LEE MICHELE AND
BACA JAMES
2201 W MOFFAT PL
DENVER CO 80221-1442

LEE SUSAN L AND
LEE DINO
5748 ALCOTT ST
DENVER CO 80221-1855

LUJAN DENISE V AND
LUJAN PAUL A
5667 ALCOTT ST
DENVER CO 80221-1836

LEQUIRE CHRISTIANNA DORIS
8340 W 17TH AVE
LAKEWOOD CO 80214-5914

LUJAN ELEANOR M AND
LUJAN ELOY
6730 IRVING ST
DENVER CO 80221-2642

LEVY GEOFFREY
316 DERBY LN
HENDERSONVILLE NC 28739-9724

MACHMULLER DREW D
5550 ALCOTT ST
DENVER CO 80221-1624

LEVY TINA
5640 ZUNI ST
DENVER CO 80221-1864

MADRID ALEX I
2291 W 56TH PLACE
DENVER CO 80221

LIGHTCAP JOHN C AND
HANSON RENAE C
5778 ALCOTT ST
DENVER CO 80221-1855

MAESTAS DEBBIE C AND
DIXON RYAN M
2301 W 58TH AVE
DENVER CO 80221-1827

LITTLETON BRIAN J
2221 W 57TH PL
DENVER CO 80221-6610

MAJALCA CIPRIANO
4930 UMATILLA STREET
DENVER CO 80221

LITTRELL STANLEY A AND
LITTRELL JUDY L
2361 W 55TH AVE
DENVER CO 80221-1481

MALLORY SEAN
2250 W 59TH PL
DENVER CO 80221-6615

LONNSBURRY BONI
5510 VALLEJO ST
DENVER CO 80221-1448

MANCHA ANA LILIA
5551 TEJON ST
DENVER CO 80221

LOPEZ GILBERTA AND
WORTHAM KAREN J
5620 BRYANT STREET
DENVER CO 80221

MANCHA BLANCA E AND GALINDO MARTIN
2227 W 37TH AVE
DENVER CO 80211-2919

LOTT CARA LYNN
2300 W 56TH AVE
DENVER CO 80221-1808

MANN PROPERTIES LTD
5115 RACE CT
DENVER CO 80216-2134

MARCHESE ANTHONY AND
MARCHESE KARRIE
7562 LUPINE CT
ARVADA CO 80007-7899

MARTINEZ REYNALDO E
4921 VALLEJO ST
DENVER CO 80221

MARCHESE ANTHONY J AND
MARCHESE KARRIE L
7562 LUPINE COURT
ARVADA CO 80007

MATOS ALDO M AND
MATOS MARIA R
2291 W 54TH PL
DENVER CO 80221-1467

MARIN LAUREL A AND
MARIN NORMAN E
5767 ALCOTT ST
DENVER CO 80221-1839

MATOS MARIA R AND
MATOS ALDO M
2291 W 54TH PLACE
DENVER CO 80221

MARTINEZ ALBERT V JR
2271 W 59TH PL
DENVER CO 80221-6614

MATTHEWS STEVEN C AND
SILANO KRISTA R
2350 W MOFFAT PL
DENVER CO 80221-1482

MARTINEZ DAVID R
5461 ZUNI ST
DENVER CO 80221-1456

MATTHIAS MAREN
5660 ZUNI ST
DENVER CO 80221-1864

MARTINEZ EDGAR R AND
CANO JACQUELINE
5650 ZUNI ST
DENVER CO 80221-1864

MC BAIN HELEN J
2220 W 57TH PL
DENVER CO 80221-6611

MARTINEZ FRANCISCO
2372 W 55TH AVE
DENVER CO 80221-1480

MEANS DONNA
5661 ALCOTT STREET
DENVER CO 80221

MARTINEZ FRANCISCO R
2372 W 55TH AVE
DENVER CO 80221-1480

MEDINA RAYMOND A
2321 W 55TH AVE
DENVER CO 80221

MARTINEZ JAMES DANIEL
2292 W 55TH AVE
DENVER CO 80221-1441

MERCURI BENJAMIN R AND
MERCURI KARLEEN H
5580 VALLEJO ST
DENVER CO 80221-1448

MARTINEZ LORETTA A
5758 ALCOTT ST
DENVER CO 80221-1855

MILLER VIVIAN L
2313 W MOFFAT PL
DENVER CO 80221-1442

MILLISOR AARON AND
MILLISOR LAUREN
4030 TEJON ST APT 102
DENVER CO 80211-2245

NORTHRIDGE ESTATES AT GOLD RUN
HOMEOWNERS ASSOCIATION
2305 CANYON BLVD SUITE 200
BOULDER CO 80302

MONDRAGON AUGUSTINE ROBERT AND
MONDRAGON DORIS F
2531 W 58TH AVE
DENVER CO 80221

ORNELAS RODOLFO AND
ORNELAS EDELMIRA
5490 BRYANT ST
DENVER CO 80221-1628

MONTOYA DELFINO AND MONTOYA HELEN L AND
MONTOYA SCOTT M
3321 ALCOTT ST
DENVER CO 80211

ORTEGA MICHAH AND
ORTEGA PATRICIA
5684 CLAY STREET
DENVER CO 80201

MORA CINDY A
7726 DURANGO ST
DENVER CO 80221-4147

ORTIZ ERASMO AND ORTIZ MARIA
2200 W 56TH PLACE
DENVER CO 80221

MORENO MOISES AND
RUIZ LILIANA T
2361 W 58TH AVE
DENVER CO 80221

ORTIZ JESSICA
5655 ALCOTT ST
DENVER CO 80221-1836

MULLOY ERYN AND
KOSLOW VIRGINIA
5480 BRYANT ST
DENVER CO 80221-1628

OSTRY FAMILY LIVING TRUST THE
18293 E EUCLID PL
AURORA CO 80016-1143

NAKAOKI JIRO AND
NAKAOKI REIKO JEAN
5470 BRYANT ST
DENVER CO 80221-1628

PADILLA DOLORES
5651 WYANDOT ST
DENVER CO 80221-1857

NEVAREZ MARCELO GUTIERREZ
2201 W 56TH AVE
DENVER CO 80221-6604

PADILLA JUAN M JR AND
PADILLA JUAN M SR
5777 ALCOTT ST
DENVER CO 80221-1839

NGUYEN TRONG AND
NGUYEN NGOC BICH
5740 BRYANT STREET
DENVER CO 80221

PALACIOS JFRANCISCO
2561 W 56TH AVE
DENVER CO 80221-1811

NOMASPO LLC
851 S HIGH ST
DENVER CO 80209-4548

PARKER MICHAEL C
2252 W 55TH AVE
DENVER CO 80221-1441

PARRIOTT JOEL L AND
SCHNEIDER JILL T
5718 ALCOTT STREET
DENVER CO 80221

PIERSON GERALDINE
2520 W 56TH AVE
DENVER CO 80221-1812

PATINO-CARDENAS ABRAHAM
5660 ALCOTT ST
DENVER CO 80221

POOVEY ANGELA
5727 ALCOTT ST
DENVER CO 80221-1839

PATRICK DEWEY R AND
PATRICK RHONDA A
9520 S FIELD WAY
LITTLETON CO 80127

POPP EDITH ANN AND
FISHER DEBRA A
2321 W 58TH AVE
DENVER CO 80221-1827

PAYAN FERNANDO AND PAYAN ANA B
2501 W 56TH AVE
DENVER CO 80221-1809

PORTILLOS ESTHER M
2500 W 56TH AVE
DENVER CO 80221-1812

PAYAN ROSA MARIA AND
PAYAN ALBERTO L
2332 W 55TH AVE
DENVER CO 80221

POWELL KELLIE A
2224 W 58TH PL
DENVER CO 80221-6613

PERALES RAFAEL
2352 W 55TH AVENUE
DENVER CO 80221

QUINTANA MIGUEL R AND
QUINTANA YVETTE H
5735 BRYANT STREET
DENVER CO 80221

PEREIRA RITA
5674 CLAY ST
DENVER CO 80221-1840

RADE MAHLON V
2525 W 55TH AVE
DENVER CO 80221-1611

PEREZ ALEX J AND
PEREZ JACQUELYNE S
2392 W 55TH AVE
DENVER CO 80221-1480

RAMIREZ ANACLETA
C/O JDI INVESTMENTS, LLC
2698 S FEDERAL BLVD
DENVER CO 80219-6032

PEREZ ALFREDO
5661 CLAY STREET
DENVER CO 80221

RAMIREZ BENJAMIN AND
RAMIREZ ELIZABETH
5737 ALCOTT STREET
DENVER CO 80221

PERRY ROBERT AND
PERRY THUY
5590 CLAY ST
DENVER CO 80221-1635

RAMIREZ LUDIVINA M AKA
RAMIREZ LUDIVINA MAJALCA
2371 W 54TH PL
DENVER CO 80221-1483

RAMIREZ TERESA J AND
GABALDON JULIE A
2309 W MOFFAT PL
DENVER CO 80221

SANDOVAL BEN G
5543 ALCOTT ST
DENVER CO 80221-1623

RIVERA JUAN J
5659 ALCOTT ST
DENVER CO 80221-1836

SANDOVAL PAUL R AND JUDY A FAMILY TRUST
5545 ALCOTT ST
DENVER CO 80221-1623

ROBINSON DANIEL J AND
ROBINSON DANIELLE C
5550 VALLEJO ST
DENVER CO 80221-1448

SAYLOR HARRY M AND
SAYLOR JOYCE M
5460 BEACH CT
DENVER CO 80221-1626

ROCKY MOUNTAIN PRESTRESS LLC
5801 PECOS ST
DENVER CO 80221-6644

SCHULTZ KELLY
5671 CLAY STREET
DENVER CO 80221

ROGERS SUNDAY LOUISE
2330 W MOFFAT PL
DENVER CO 80221-1482

SEGURA MICHELLE
5555 ALCOTT ST
DENVER CO 80221-1623

RUSSELL ALEXANDRIA
2240 W 56TH PL
DENVER CO 80221-6607

SERDY KEVIN
2300 W 58TH AVE
DENVER CO 80221-1828

RUSSELL JOSH L AND
RUSSELL PAULETTE J
5720 BRYANT STREET
DENVER CO 80221

SHERMAN AARON
5510 CLAY ST
DENVER CO 80221-1635

RUTTER DAVID A AND
RUTTER LAURETTE S
2200 W 56TH AVE
DENVER CO 80221-6605

SIERRA TIRZO AND
SIERRA CELIA/ALICIA
5690 BRYANT STREET
DENVER CO 80221

SALAZAR PETE AND
SALAZAR STELLA C
2211 W 58TH PL
DENVER CO 80221-6612

SILVER HOLDINGS LLC
2150 W 60TH AVE APT S
DENVER CO 80221-6623

SANCHEZ MICHELLE LYDIA
5615 BRYANT ST
DENVER CO 80221-1871

SIMPKINS LAURA AND
SIMPKINS DAVID
5472 ZUNI ST
DENVER CO 80221-1479

SKOOG BILLY L AND
SKOOG ROBIN K
2462 W 56TH AVE
DENVER CO 80221-1810

STARK NICOLE MARIE AND
SKORKA KRZYSZTOF J
2196 W 56TH AVENUE
DENVER CO 80221

SLATER TRACESEA H
2220 W 58TH PL
DENVER CO 80221-6613

STEFANICH DAVID
6300 W 49TH DR
WHEAT RIDGE CO 80033-3679

SMEJKAL BARI W
5552 ALCOTT ST
DENVER CO 80221-1624

STOLL AMELIA L AND
GOSNELL THOMAS C
2340 W MOFFAT PL
DENVER CO 80221-1482

SMITH ANDREW L AND
DUBNER ANNETTE C
5678 ALCOTT STREET
DENVER CO 80221

SUAZO BOBBY
2210 W 58TH PL
DENVER CO 80221-6613

SMITH JERRY AND
SMITH ERIK P
PO BOX 72
KITTREDGE CO 80457-0072

SUFI IMRAN
2591 W 58TH AVE
DENVER CO 80221-1854

SMITH KEVIN
2300 W MOFFAT PL
DENVER CO 80221-1482

SZWANKOWSKI JAMES B
5714 CLAY ST
DENVER CO 80221-1853

SMITH LINDA CHRISTINE
5495 BRYANT ST
DENVER CO 80221-1627

TANNER PAMELA K
2601 W 55TH AVE
DENVER CO 80221-1613

SORENSEN STACEY ALLEN AND
SORENSEN NANCY JANE
2570 W 56TH AVE
DENVER CO 80221-1812

THOMPSON DONALD L SR
THOMPSON DONALD L JR/DONNA N
2590 W 56TH AVE
DENVER CO 80221-1812

SPERO MICHAEL J
5530 VALLEJO ST
DENVER CO 80221-1448

TINOCO MARIO AND
TINOCO GUADALUPE A
5745 BRYANT ST
DENVER CO 80221-1843

SPR SUB LLC
1717 MAIN ST STE 2000
DALLAS TX 75201-4657

TOTO JAMES A
2186 W 56TH AVE
DENVER CO 80221-6603

TRAN TRUNG Q AND
TRAN THY N
2621 W 58TH AVE
DENVER CO 80221

VASQUEZ RON
8433 ZINNIA CT
ARVADA CO 80005-1100

TRUJILLO RUSSELL A AND
TRUJILLO TAMMY L
5715 BRYANT ST
DENVER CO 80221-1843

VAUGHAN JOHN AND JULIENE LIVING TRUST
1916 UTE CREEK DR
LONGMONT CO 80504-3767

TYSON LESLIE ANN
5620 ZUNI STREET
DENVER CO 80221

VAZQUEZ JOSE LUIS AND
VAZQUEZ MARIA R
2571 W 58TH AVE
DENVER CO 80221-1854

UNION PACIFIC RAILROAD
PROPERTY TAX DEPARTMENT
1400 DOUGLAS STOP 1640
OMAHA NE 68179-1640

VERA RAFAEL MARTINEZ AND
URIBE MARIA E MARTINEZ
5565 FEDERAL BLVD LOT 34
DENVER CO 80221-8802

VALDEZ JUAN FRANK
2261 W 56TH PL
DENVER CO 80221-6606

VERTICAL VALUE ASSETS II LLC
ATTN SCOTT MC CORMICK
7750 W 94TH PL
BROOMFIELD CO 80021-8656

VALDEZ RICHARD T AND
VALDEZ BARBARA G
2341 W 58TH AVE
DENVER CO 80221-1827

VETTER RON AND
VETTER BARBARA
2461 W 55TH AVE
DENVER CO 80221-1610

VALDEZ WILLIAM M AND
LECHUGA CHALANE E
2317 W MOFFAT PL
DENVER CO 80221-1442

VIALPANDO IRENE J
5640 BRYANT STREET
DENVER CO 80221

VALDIVIA RODOLFO DAVID AND
VALDIVIA MIQUELEEN
2225 W 57TH PL
DENVER CO 80221-6610

VIALPANDO JOHNNY R AND
VIALPANDO NIKKI
5651 CLAY STREET
DENVER CO 80221

VARGAS JAVIER
6125 E 123RD WAY
BRIGHTON CO 80602-4607

VIALPANDO SHARON L
5707 ALCOTT STREET
DENVER CO 80221

VASQUEZ JOLEEN LYNETTE
5705 BRYANT STREET
DENVER CO 80221

VIGIL JUAN E II
2301 W 59TH PL
DENVER CO 80221-1834

VILLA FRANCISCO
2500 W 55TH AVE
DENVER CO 80221-1644

WIESE WILLIAM GLEN
2660 W 56TH AVE
DENVER CO 80221-1800

VILLA FRANCISCO
2550 W 55TH AVE
DENVER CO 80221

WILLIAMS KRISTY D
2320 W 58TH AVE
DENVER CO 80221-1828

VILLA FRANCISCO AND
VILLA MARICELA P
2565 W 55TH AVE
DENVER CO 80221-1611

WILLIAMS MARK D AND
THOMPSON RACHEL L
2571 W 55TH AVE
DENVER CO 80221-1611

VILLANUEVA IGNACIO AND
VILLANUEVA DAMARIS
5689 WYANDOT ST
DENVER CO 80221-1857

WISEMAN ZACHARY ROBERT AND
ADAM CALISSE MARIE
2241 W 56TH PL
DENVER CO 80221-6606

VOILES GERALDINE PIERSON
2520 W 56TH AVE
DENVER CO 80221-1812

WOOD KEITH AND WOOD CARRIE
5799 CRESTBROOK CIR
MORRISON CO 80465-2201

VU TIEN AND
NGUYEN DAO
5697 ALCOTT STREET
DENVER CO 80221

WOOLERY MICHAEL R AND
WOOLERY LACEY E
5757 ALCOTT ST
DENVER CO 80221-1839

WENCEL JOLANTA
14502 COLUMBINE ST
THORNTON CO 80602-7313

WORLEY DAROLD
5550 CLAY ST
DENVER CO 80221-1635

WERNSMANN ERICA AND
LOPPNOW STEPHEN
2350 W 56TH AVENUE
DENVER CO 80221-1808

YARISH BRUCE AND
YARISH SHANNON
2340 W 58TH AVE
DENVER CO 80221

WEST SPANISH CONGREGATION OF JEHOVAH S
WITNESSES/ C/O MANUEL MENDEZ
2675 W 56TH AVE
DENVER CO 80221-1811

YOUNG JAMES FRANK AND
YOUNG STEVEN DAVID
2290 W 59TH PL
DENVER CO 80221-6615

WHITAKER EMILY
5760 BRYANT STREET
DENVER CO 80221

YOUNT ROLAND G TRUST FBO
YOUNT SAMANTHA A
6059 S QUEBEC ST STE 202
ENGLEWOOD CO 80111-4523

ZAPATA MARIA E AND
LORAN RICHARD
5482 ALCOTT STREET
DENVER CO 80221

ZHANG ZONGCHUN
20 CORAL PL
GREENWOOD VILLAGE CO 80111-3463

CURRENT RESIDENT
5515 ZUNI ST
DENVER CO 80221-1403

CURRENT RESIDENT
2252 W 55TH AVE
DENVER CO 80221-1441

CURRENT RESIDENT
5545 ZUNI ST
DENVER CO 80221-1403

CURRENT RESIDENT
2272 W 55TH AVE
DENVER CO 80221-1441

CURRENT RESIDENT
5555 ZUNI ST
DENVER CO 80221-1403

CURRENT RESIDENT
2292 W 55TH AVE
DENVER CO 80221-1441

CURRENT RESIDENT
2323 1/2 W MOFFAT PL
DENVER CO 80221-1409

CURRENT RESIDENT
2201 W MOFFAT PL
DENVER CO 80221-1442

CURRENT RESIDENT
2201 W 55TH AVE
DENVER CO 80221-1440

CURRENT RESIDENT
2205 W MOFFAT PL
DENVER CO 80221-1442

CURRENT RESIDENT
2221 W 55TH AVE
DENVER CO 80221-1440

CURRENT RESIDENT
2221 W MOFFAT PL
DENVER CO 80221-1442

CURRENT RESIDENT
2241 W 55TH AVE
DENVER CO 80221-1440

CURRENT RESIDENT
2309 W MOFFAT PL
DENVER CO 80221-1442

CURRENT RESIDENT
2285 W 55TH AVE
DENVER CO 80221-1440

CURRENT RESIDENT
2313 W MOFFAT PL
DENVER CO 80221-1442

CURRENT RESIDENT
2212 W 55TH AVE
DENVER CO 80221-1441

CURRENT RESIDENT
2315 W MOFFAT PL
DENVER CO 80221-1442

CURRENT RESIDENT
2232 W 55TH AVE
DENVER CO 80221-1441

CURRENT RESIDENT
2317 W MOFFAT PL
DENVER CO 80221-1442

CURRENT RESIDENT
2359 W MOFFAT PL
DENVER CO 80221-1442

CURRENT RESIDENT
5560 VALLEJO ST
DENVER CO 80221-1448

CURRENT RESIDENT
2200 W MOFFAT PL
DENVER CO 80221-1443

CURRENT RESIDENT
5570 VALLEJO ST
DENVER CO 80221-1448

CURRENT RESIDENT
2210 W MOFFAT PL
DENVER CO 80221-1443

CURRENT RESIDENT
5580 VALLEJO ST
DENVER CO 80221-1448

CURRENT RESIDENT
2216 W MOFFAT PL
DENVER CO 80221-1443

CURRENT RESIDENT
5451 ZUNI ST
DENVER CO 80221-1456

CURRENT RESIDENT
2220 W MOFFAT PL
DENVER CO 80221-1443

CURRENT RESIDENT
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DENVER CO 80221-1456

CURRENT RESIDENT
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DENVER CO 80221-1448

CURRENT RESIDENT
5471 ZUNI ST
DENVER CO 80221-1456

CURRENT RESIDENT
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CURRENT RESIDENT
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DENVER CO 80221-1456

CURRENT RESIDENT
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DENVER CO 80221-1448

CURRENT RESIDENT
2251 W 54TH PL
DENVER CO 80221-1467

CURRENT RESIDENT
5540 VALLEJO ST
DENVER CO 80221-1448

CURRENT RESIDENT
2271 W 54TH PL
DENVER CO 80221-1467

CURRENT RESIDENT
5550 VALLEJO ST
DENVER CO 80221-1448

CURRENT RESIDENT
2291 W 54TH PL
DENVER CO 80221-1467

CURRENT RESIDENT
5541 UMATILLA ST
DENVER CO 80221-1475

CURRENT RESIDENT
2321 W 55TH AVE
DENVER CO 80221-1481

CURRENT RESIDENT
5551 UMATILLA ST
DENVER CO 80221-1475

CURRENT RESIDENT
2341 W 55TH AVE
DENVER CO 80221-1481

CURRENT RESIDENT
5472 ZUNI ST
DENVER CO 80221-1479

CURRENT RESIDENT
2361 W 55TH AVE
DENVER CO 80221-1481

CURRENT RESIDENT
5482 ZUNI ST
DENVER CO 80221-1479

CURRENT RESIDENT
2381 W 55TH AVE
DENVER CO 80221-1481

CURRENT RESIDENT
2312 W 55TH AVE
DENVER CO 80221-1480

CURRENT RESIDENT
2300 W MOFFAT PL
DENVER CO 80221-1482

CURRENT RESIDENT
2332 W 55TH AVE
DENVER CO 80221-1480

CURRENT RESIDENT
2330 W MOFFAT PL
DENVER CO 80221-1482

CURRENT RESIDENT
2352 W 55TH AVE
DENVER CO 80221-1480

CURRENT RESIDENT
2340 W MOFFAT PL
DENVER CO 80221-1482

CURRENT RESIDENT
2372 W 55TH AVE
DENVER CO 80221-1480

CURRENT RESIDENT
2350 W MOFFAT PL
DENVER CO 80221-1482

CURRENT RESIDENT
2392 W 55TH AVE
DENVER CO 80221-1480

CURRENT RESIDENT
2360 W MOFFAT PL
DENVER CO 80221-1482

CURRENT RESIDENT
2301 W 55TH AVE
DENVER CO 80221-1481

CURRENT RESIDENT
2311 W 54TH PL
DENVER CO 80221-1483

CURRENT RESIDENT
2331 W 54TH PL
DENVER CO 80221-1483

CURRENT RESIDENT
2551 W 55TH AVE
DENVER CO 80221-1611

CURRENT RESIDENT
2351 W 54TH PL
DENVER CO 80221-1483

CURRENT RESIDENT
2561 W 55TH AVE
DENVER CO 80221-1611

CURRENT RESIDENT
2371 W 54TH PL
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2565 W 55TH AVE
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2391 W 54TH PL
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CURRENT RESIDENT
2571 W 55TH AVE
DENVER CO 80221-1611

CURRENT RESIDENT
2441 W 55TH AVE
DENVER CO 80221-1610

CURRENT RESIDENT
2550 W 55TH AVE
DENVER CO 80221-1612

CURRENT RESIDENT
2451 W 55TH AVE
DENVER CO 80221-1610

CURRENT RESIDENT
2601 W 55TH AVE
DENVER CO 80221-1613

CURRENT RESIDENT
2461 W 55TH AVE
DENVER CO 80221-1610

CURRENT RESIDENT
2665 W 55TH AVE
DENVER CO 80221-1613

CURRENT RESIDENT
2471 W 55TH AVE
DENVER CO 80221-1610

CURRENT RESIDENT
2450 W 55TH AVE
DENVER CO 80221-1617

CURRENT RESIDENT
2525 W 55TH AVE
DENVER CO 80221-1611

CURRENT RESIDENT
2452 W 55TH AVE
DENVER CO 80221-1617

CURRENT RESIDENT
2535 W 55TH AVE
DENVER CO 80221-1611

CURRENT RESIDENT
2480 W 55TH AVE
DENVER CO 80221-1617

CURRENT RESIDENT
5460 ALCOTT ST
DENVER CO 80221-1622

CURRENT RESIDENT
5552 ALCOTT ST
DENVER CO 80221-1624

CURRENT RESIDENT
5470 ALCOTT ST
DENVER CO 80221-1622

CURRENT RESIDENT
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DENVER CO 80221-1624

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CURRENT RESIDENT
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DENVER CO 80221-1625

CURRENT RESIDENT
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DENVER CO 80221-1622

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DENVER CO 80221-1626

CURRENT RESIDENT
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DENVER CO 80221-1623

CURRENT RESIDENT
5495 BRYANT ST
DENVER CO 80221-1627

CURRENT RESIDENT
5545 ALCOTT ST
DENVER CO 80221-1623

CURRENT RESIDENT
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DENVER CO 80221-1628

CURRENT RESIDENT
5555 ALCOTT ST
DENVER CO 80221-1623

CURRENT RESIDENT
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DENVER CO 80221-1628

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DENVER CO 80221-1624

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DENVER CO 80221-1628

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DENVER CO 80221-1624

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WESTMINSTER CO 80221-1635

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WESTMINSTER CO 80221-1635

CURRENT RESIDENT
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DENVER CO 80221-1800

CURRENT RESIDENT
5518 CLAY ST
WESTMINSTER CO 80221-1635

CURRENT RESIDENT
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DENVER CO 80221-1800

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WESTMINSTER CO 80221-1635

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5800 FEDERAL BLVD
DENVER CO 80221-1806

CURRENT RESIDENT
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2301 W 56TH AVE
DENVER CO 80221-1807

CURRENT RESIDENT
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WESTMINSTER CO 80221-1635

CURRENT RESIDENT
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DENVER CO 80221-1807

CURRENT RESIDENT
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WESTMINSTER CO 80221-1635

CURRENT RESIDENT
2345 W 56TH AVE
DENVER CO 80221-1807

CURRENT RESIDENT
5451 ALCOTT ST
DENVER CO 80221-1638

CURRENT RESIDENT
2391 W 56TH AVE
DENVER CO 80221-1807

CURRENT RESIDENT
2500 W 55TH AVE
DENVER CO 80221-1644

CURRENT RESIDENT
2300 W 56TH AVE
DENVER CO 80221-1808

CURRENT RESIDENT
2544 W 55TH AVE
DENVER CO 80221-1644

CURRENT RESIDENT
2320 W 56TH AVE
DENVER CO 80221-1808

CURRENT RESIDENT
2600 W 56TH AVE
DENVER CO 80221-1800

CURRENT RESIDENT
2330 W 56TH AVE
DENVER CO 80221-1808

CURRENT RESIDENT
2350 W 56TH AVE
DENVER CO 80221-1808

CURRENT RESIDENT
2685 W 56TH AVE
DENVER CO 80221-1811

CURRENT RESIDENT
2501 W 56TH AVE
DENVER CO 80221-1809

CURRENT RESIDENT
2500 W 56TH AVE
DENVER CO 80221-1812

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DENVER CO 80221-1809

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DENVER CO 80221-1810

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CURRENT RESIDENT
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DENVER CO 80221-1812

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DENVER CO 80221-1811

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DENVER CO 80221-1815

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2675 W 56TH AVE
DENVER CO 80221-1811

CURRENT RESIDENT
2885 W 56TH AVE
DENVER CO 80221-1815

CURRENT RESIDENT
2400 W 60TH AVE
DENVER CO 80221-1825

CURRENT RESIDENT
2380 W 58TH AVE
DENVER CO 80221-1828

CURRENT RESIDENT
2301 W 58TH AVE
DENVER CO 80221-1827

CURRENT RESIDENT
2301 W 59TH PL
DENVER CO 80221-1834

CURRENT RESIDENT
2321 W 58TH AVE
DENVER CO 80221-1827

CURRENT RESIDENT
2341 W 59TH PL
DENVER CO 80221-1834

CURRENT RESIDENT
2341 W 58TH AVE
DENVER CO 80221-1827

CURRENT RESIDENT
2381 W 59TH PL
DENVER CO 80221-1834

CURRENT RESIDENT
2361 W 58TH AVE
DENVER CO 80221-1827

CURRENT RESIDENT
2391 W 59TH PL
DENVER CO 80221-1834

CURRENT RESIDENT
2381 W 58TH AVE
DENVER CO 80221-1827

CURRENT RESIDENT
2300 W 59TH PL
DENVER CO 80221-1835

CURRENT RESIDENT
2300 W 58TH AVE
DENVER CO 80221-1828

CURRENT RESIDENT
5655 ALCOTT ST
DENVER CO 80221-1836

CURRENT RESIDENT
2320 W 58TH AVE
DENVER CO 80221-1828

CURRENT RESIDENT
5657 ALCOTT ST
DENVER CO 80221-1836

CURRENT RESIDENT
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CURRENT RESIDENT
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DENVER CO 80221-1836

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DENVER CO 80221-1828

CURRENT RESIDENT
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DENVER CO 80221-1836

CURRENT RESIDENT
5667 ALCOTT ST
DENVER CO 80221-1836

CURRENT RESIDENT
5717 ALCOTT ST
DENVER CO 80221-1839

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5677 ALCOTT ST
DENVER CO 80221-1836

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DENVER CO 80221-1836

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DENVER CO 80221-1837

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DENVER CO 80221-1837

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DENVER CO 80221-1839

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DENVER CO 80221-1837

CURRENT RESIDENT
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WESTMINSTER CO 80221-1840

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DENVER CO 80221-1837

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WESTMINSTER CO 80221-1840

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WESTMINSTER CO 80221-1844

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WESTMINSTER CO 80221-1840

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CURRENT RESIDENT
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DENVER CO 80221-1843

CURRENT RESIDENT
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WESTMINSTER CO 80221-1844

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DENVER CO 80221-1843

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DENVER CO 80221-1851

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DENVER CO 80221-1843

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DENVER CO 80221-1851

CURRENT RESIDENT
5755 BRYANT ST
DENVER CO 80221-1843

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DENVER CO 80221-1851

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DENVER CO 80221-1851

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DENVER CO 80221-1851

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CURRENT RESIDENT
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WESTMINSTER CO 80221-1853

CURRENT RESIDENT
5680 BRYANT ST
DENVER CO 80221-1851

CURRENT RESIDENT
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WESTMINSTER CO 80221-1853

CURRENT RESIDENT
5690 BRYANT ST
DENVER CO 80221-1851

CURRENT RESIDENT
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WESTMINSTER CO 80221-1853

CURRENT RESIDENT
5701 CLAY ST
WESTMINSTER CO 80221-1852

CURRENT RESIDENT
5744 CLAY ST
WESTMINSTER CO 80221-1853

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WESTMINSTER CO 80221-1852

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WESTMINSTER CO 80221-1853

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WESTMINSTER CO 80221-1853

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WESTMINSTER CO 80221-1852

CURRENT RESIDENT
2531 W 58TH AVE
DENVER CO 80221-1854

CURRENT RESIDENT
5751 CLAY ST
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CURRENT RESIDENT
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DENVER CO 80221-1854

CURRENT RESIDENT
5771 CLAY ST
WESTMINSTER CO 80221-1852

CURRENT RESIDENT
2571 W 58TH AVE
DENVER CO 80221-1854

CURRENT RESIDENT
5781 CLAY ST
WESTMINSTER CO 80221-1852

CURRENT RESIDENT
2591 W 58TH AVE
DENVER CO 80221-1854

CURRENT RESIDENT
2621 W 58TH AVE
DENVER CO 80221-1854

CURRENT RESIDENT
5768 ALCOTT ST
DENVER CO 80221-1855

CURRENT RESIDENT
2641 W 58TH AVE
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CURRENT RESIDENT
5778 ALCOTT ST
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CURRENT RESIDENT
2661 W 58TH AVE
DENVER CO 80221-1854

CURRENT RESIDENT
5700 BRYANT ST
DENVER CO 80221-1856

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CURRENT RESIDENT
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DENVER CO 80221-1856

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CURRENT RESIDENT
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CURRENT RESIDENT
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CURRENT RESIDENT
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CURRENT RESIDENT
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CURRENT RESIDENT
2186 W 56TH AVE
DENVER CO 80221-6603

CURRENT RESIDENT
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DENVER CO 80221-1870

CURRENT RESIDENT
2196 W 56TH AVE
DENVER CO 80221-6603

CURRENT RESIDENT
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DENVER CO 80221-1871

CURRENT RESIDENT
2201 W 56TH AVE
DENVER CO 80221-6604

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CURRENT RESIDENT
2261 W 56TH AVE
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DENVER CO 80221-1871

CURRENT RESIDENT
2291 W 56TH AVE
DENVER CO 80221-6604

CURRENT RESIDENT
5665 BRYANT ST
DENVER CO 80221-1871

CURRENT RESIDENT
2200 W 56TH AVE
DENVER CO 80221-6605

CURRENT RESIDENT
5675 BRYANT ST
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CURRENT RESIDENT
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DENVER CO 80221-6605

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CURRENT RESIDENT
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CURRENT RESIDENT
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DENVER CO 80221-6606

CURRENT RESIDENT
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CURRENT RESIDENT
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CURRENT RESIDENT
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DENVER CO 80221-6606

CURRENT RESIDENT
2225 W 57TH PL
DENVER CO 80221-6610

CURRENT RESIDENT
2291 W 56TH PL
DENVER CO 80221-6606

CURRENT RESIDENT
2220 W 57TH PL
DENVER CO 80221-6611

CURRENT RESIDENT
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2240 W 57TH PL
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CURRENT RESIDENT
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CURRENT RESIDENT
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DENVER CO 80221-6611

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CURRENT RESIDENT
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CURRENT RESIDENT
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DENVER CO 80221-6612

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2222 W 58TH PL
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DENVER CO 80221-6613

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DENVER CO 80221-6616

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CURRENT RESIDENT
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CURRENT RESIDENT
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DENVER CO 80221-6614

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DENVER CO 80221-6626

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DENVER CO 80221-6614

CURRENT RESIDENT
5929 PECOS ST
DENVER CO 80221-6646

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DENVER CO 80221-6614

CURRENT RESIDENT
2291 W 59TH PL
DENVER CO 80221-6614

CURRENT RESIDENT
2230 W 59TH PL
DENVER CO 80221-6615

CURRENT RESIDENT
2250 W 59TH PL
DENVER CO 80221-6615

CERTIFICATE OF POSTING



I, J. Gregory Barnes do hereby certify that I posted the property at the northwestern corner of West 56th Avenue and Zuni Street on November 26, 2018 in accordance with the requirements of the Adams County Zoning Regulations.

J. Gregory Barnes, Planner II

Berkeley Meadows

PRC2016-00005

NW corner of West 56th Avenue & Zuni Street

December 11, 2018

Board of County Commissioners Public Hearing
Community and Economic Development Department

Case Manager: Greg Barnes



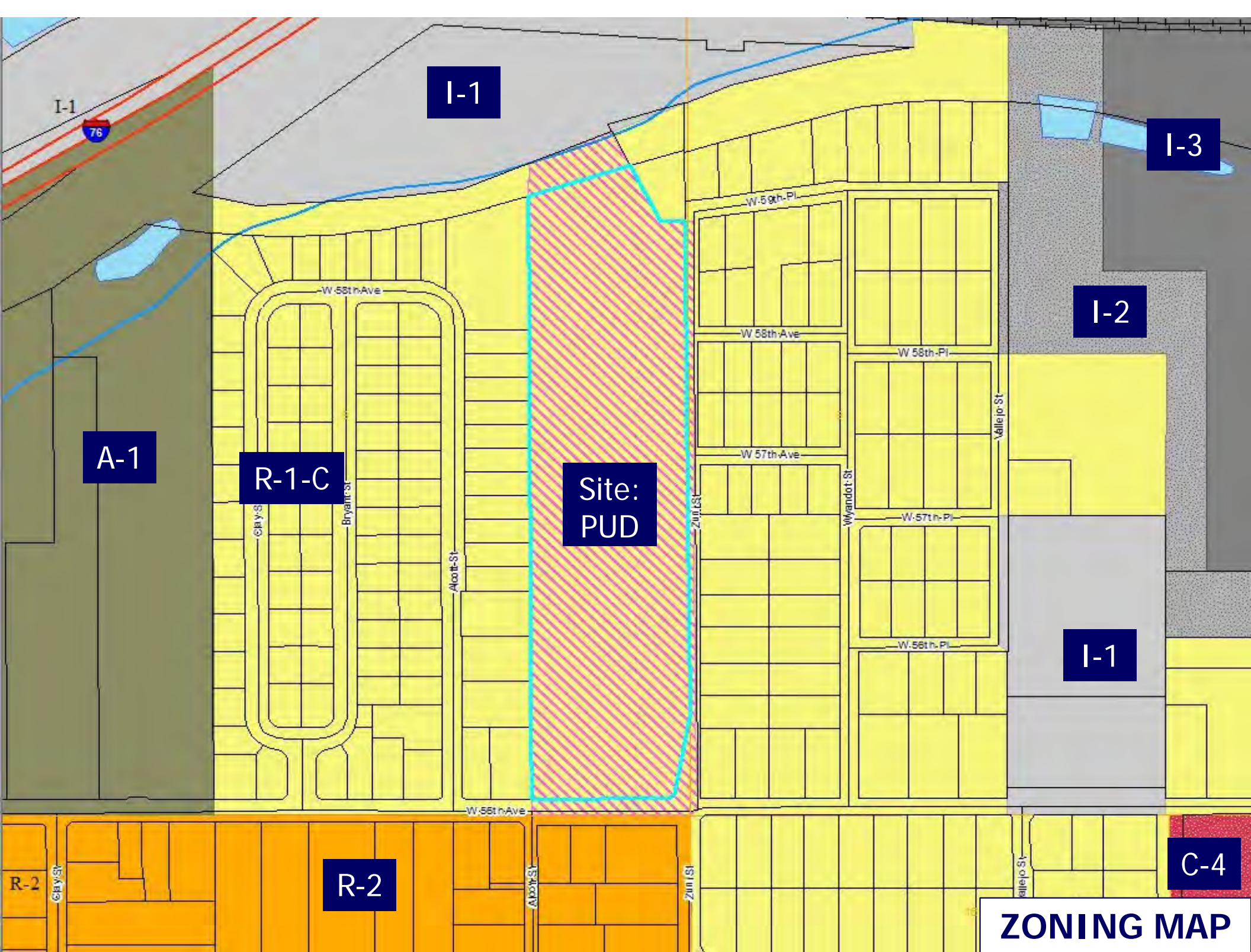
Request

1. Final Plat
2. Final Development Plan
 - Creates 56 single-family residential lots on 10.2 acres

Background

On February 16, 2016, the Board of County Commissioners approved the following applications:

1. Rezoning to PUD
2. Preliminary Plat
3. Preliminary Development Plan
4. Waiver from Street Design Standards



ZONING MAP

Activity Center

76

Mixed-Use
Employment

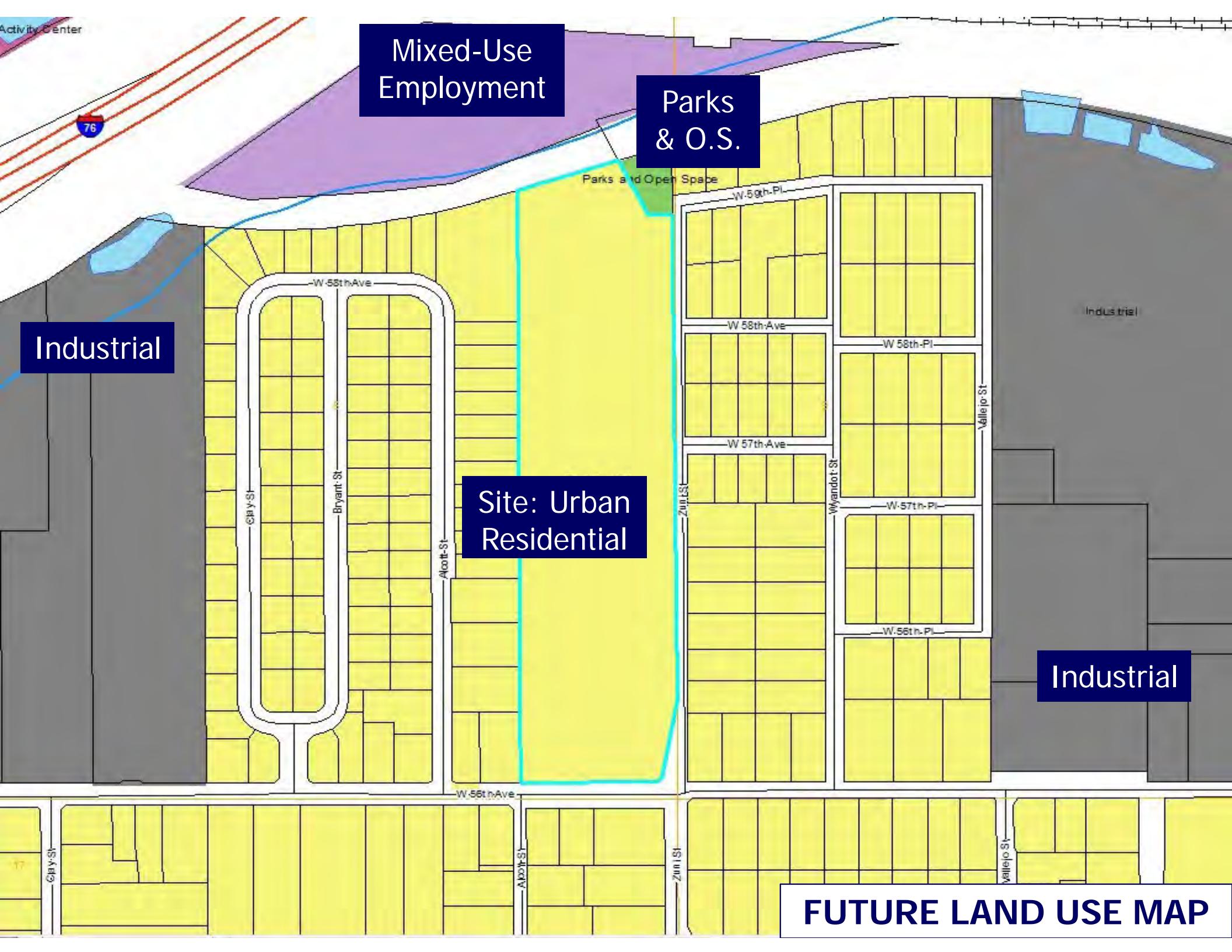
Parks
& O.S.

Industrial

Site: Urban
Residential

Industrial

FUTURE LAND USE MAP



Criteria for FDP Approval

Section 2-02-10-04-05

1. Consistent with Comprehensive Plan
2. Conforms to PUD Standards
3. Consistent with Approved PDP
4. Construction Plans Approved

Criteria for Final Plat Approval

Section 2-02-18-03-05

1. Conforms to Preliminary Plat
2. Conforms to Subdivision Design Standards
3. Sufficient Water Supply
4. Established Public Sewage Disposal
5. Identification of Hazardous Topographic Conditions
6. Adequate Drainage Improvements
7. Adequate Public Infrastructure

SITE

Lot Size: 10.2 acres



Site

Zuni Street

East 56th Avenue

FINAL DEVELOPMENT PLAN

BERKELEY MEADOWS PLANNED UNIT DEVELOPMENT - FINAL DEVELOPMENT PLAN

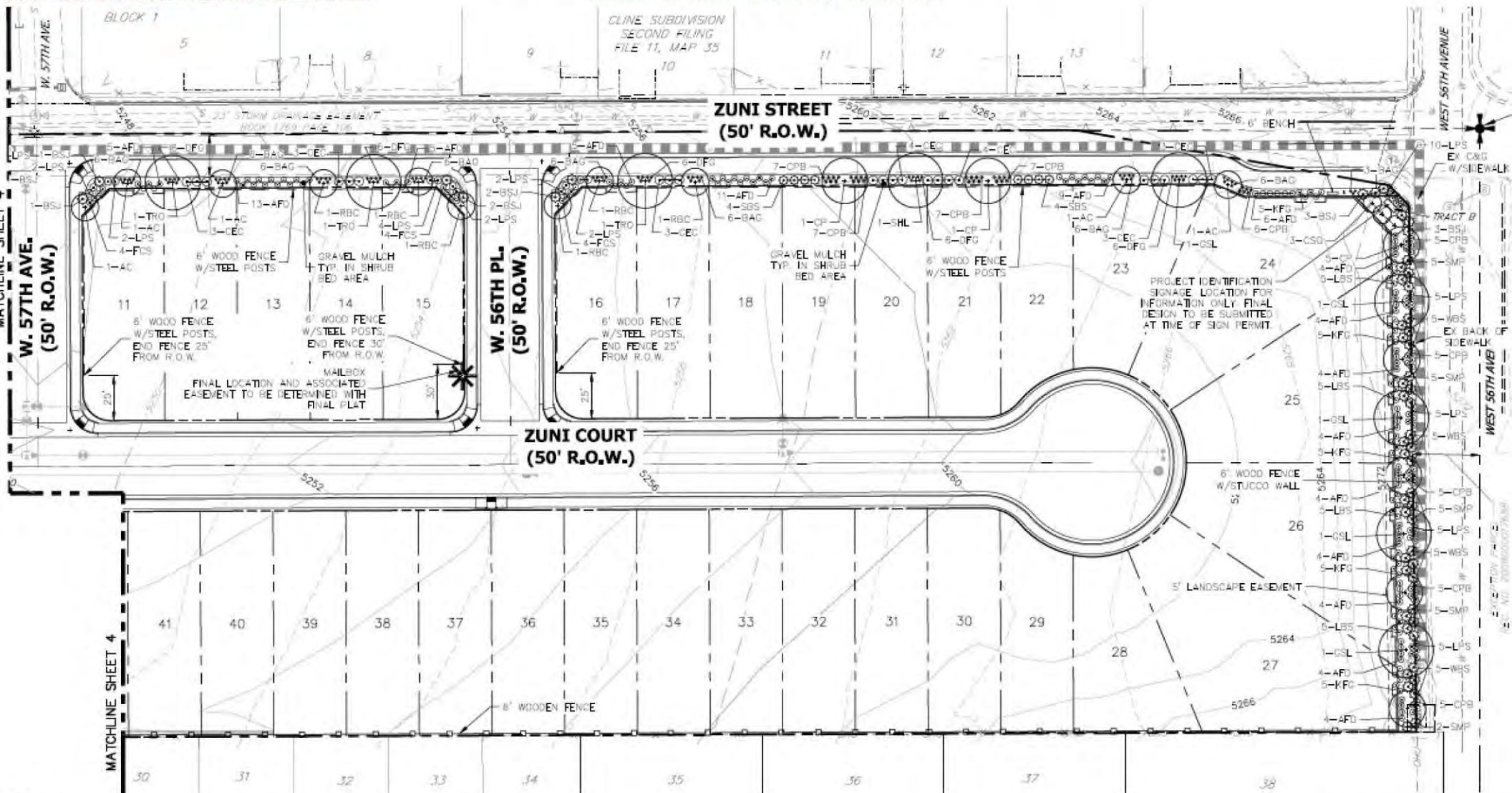
LOCATED IN THE SOUTHEAST 1/4 OF SECTION 8,
TOWNSHIP 3 SOUTH, RANGE 68 WEST, 6TH PRINCIPAL MERIDIAN,
COUNTY OF ADAMS, STATE OF COLORADO





BERKELEY MEADOWS PLANNED UNIT DEVELOPMENT - FINAL DEVELOPMENT PLAN

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 8,
TOWNSHIP 3 SOUTH, RANGE 68 WEST, 6TH PRINCIPAL MERIDIAN,
COUNTY OF ADAMS, STATE OF COLORADO



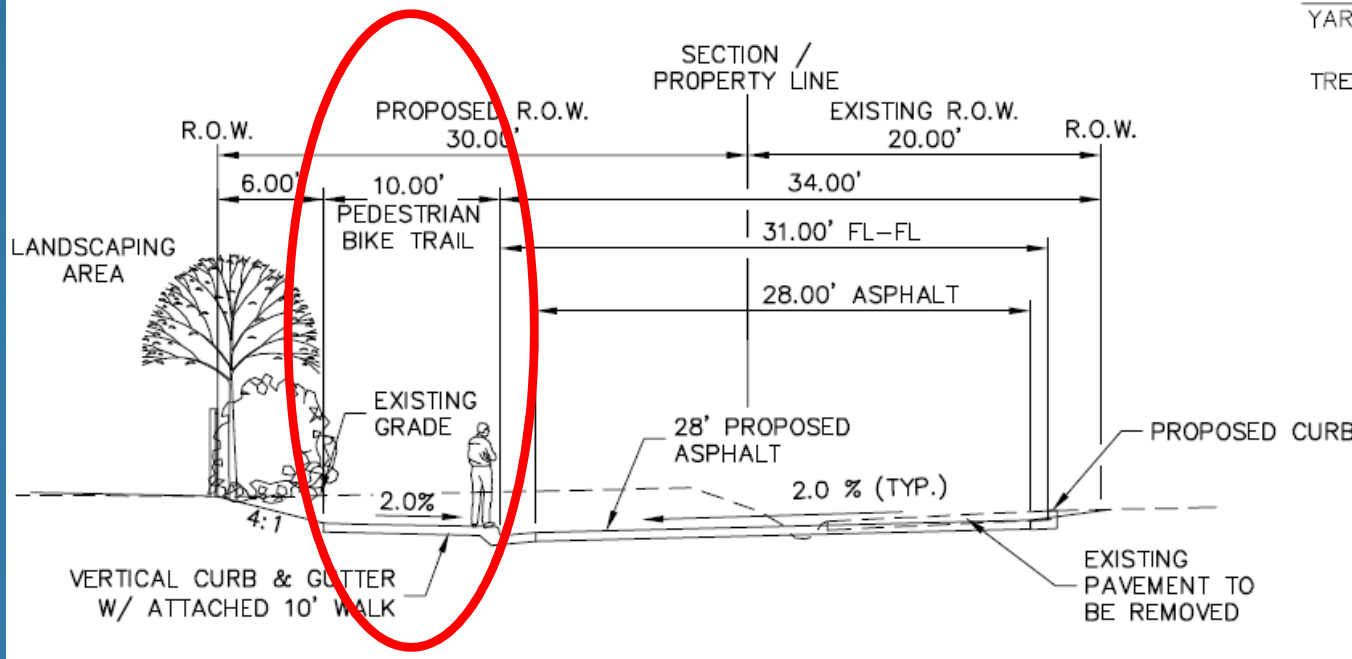
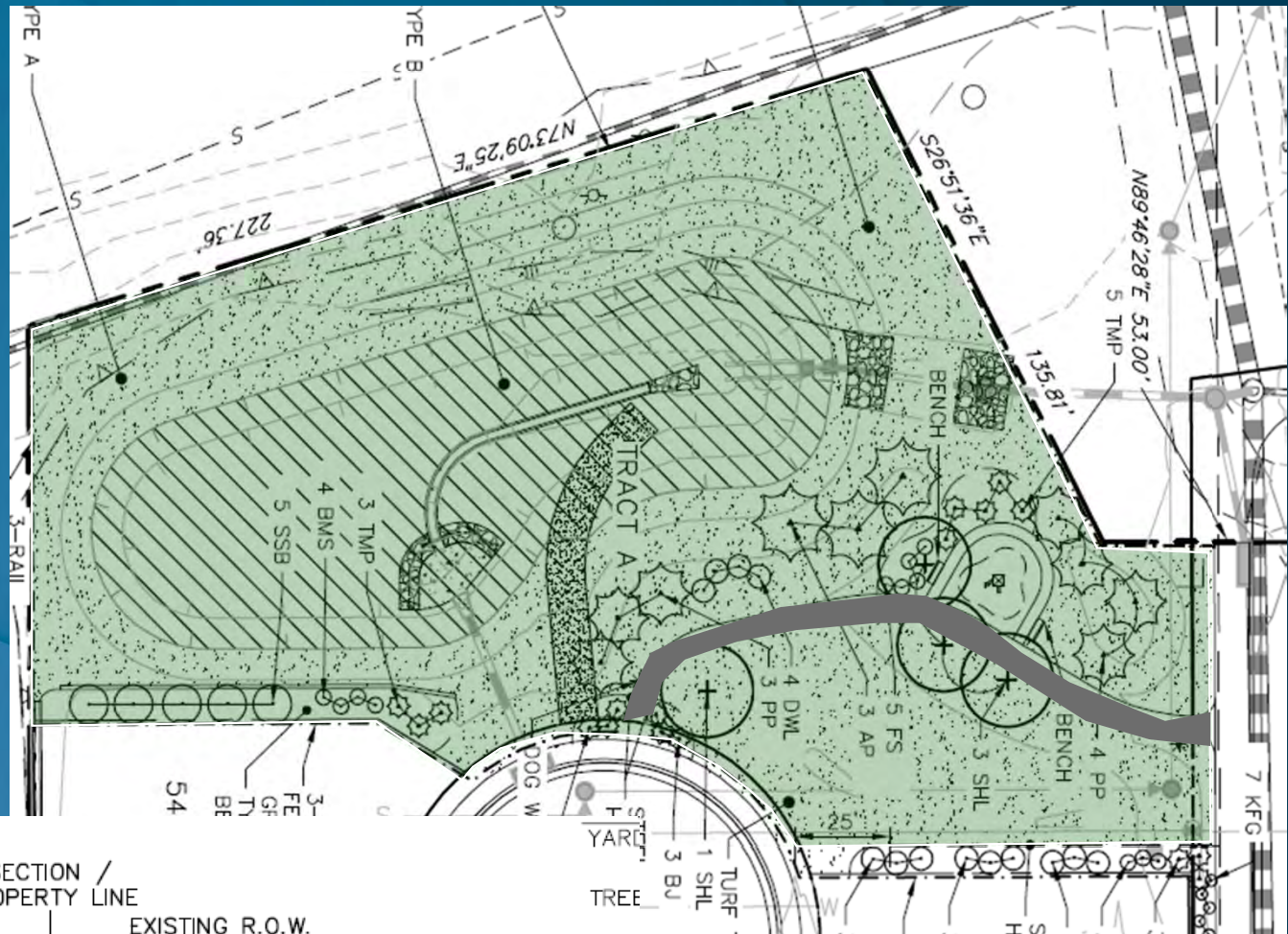
R-1-C Zoning vs. PUD Zoning

	R-1-C	FDP
Minimum Lot Size	7,000 sq. ft.	3,773 sq. ft.
Minimum Internal Lot Width	65'	40'
Minimum Corner Lot Width	70'	45'
Front Setback	20'	20'
Side Setbacks	17' & 5'	5'
Rear Setback	15'	15'
Maximum Dwelling Height	25'	25'

OPEN SPACE

Required: 30%

Provided: 35.3%



ACTIVE RECREATION

- 40,000 sq. ft. Park
- 10' wide Pedestrian & Bicycle Trail

BERKELEY MEADOWS ELEVATION DRAWINGS

DELWESTSM
BERKELEY
— POINTE













Referral Period

Notices sent to property owners*	# of Comments Received
638	4

* Property owners and occupants within 750 feet were notified

Comments:

- Public Comments - Traffic, Street Layout, Fencing
- Referral Agencies - CDOT, CDWR, CGS, Xcel
- No opposition or concerns

Recommendation

Approval of the proposed Final Plat, Final Development Plan, and SIA (PRC2016-00005) with 11 Findings-of-Fact and 1 Note.