



Board of County Commissioners

Eva J. Henry - District #1

Charles "Chaz" Tedesco - District #2

Emma Pinter - District #3

Steve O'Dorisio - District #4

Lynn Baca - 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
November 29, 2022
9:30 AM**

- 1. ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. MOTION TO APPROVE AGENDA**
- 4. AWARDS AND PRESENTATIONS**
 - A. Platte Valley Ambulance Service Recognition**
 - B. Resolution Approving Open Space Grant Awards and Grant Agreements on November 29, 2022**
 - C. Fall 2022 Open Space Sales Tax Grant Awards Presentation**
- 5. PUBLIC COMMENT**

A. Citizen Communication

During this portion of the meeting, the board will hear public comment. The Chair will determine how much time is reserved for public comment and how much time is permitted for each speaker.

B. Elected Officials' Communication

6. CONSENT CALENDAR

- A.** Minutes of the Commissioners' Proceedings from November 22, 2022
- B.** Resolution Accepting a Warranty Deed Conveying Property from 909W62AVE, LLC State to Adams County for Right-of-Way Purposes
- C.** Resolution Accepting a Warranty Deed Conveying Property from 777W62, LLC State to Adams County for Right-of-Way Purposes
- D.** Resolution for Final Acceptance of the Public Improvements Constructed at the North Side Gardens Center Land Subdivision, 7280 Gilpin Way, (Case No.'s PRC2019- 00008, EGR2019-00028, SUB2020-00005, UTL2020-00146, UTL2020-00147, TVM2020-00005, SIA2019-00016, CSI2020-00006)
- E.** Resolution Approving Abatement Petitions and Authorizing the Refund of Taxes for Account Numbers P0037754, P0037152, P0037785, R0192382, R0169133, and R0197962
- F.** Resolution Approving Right-of-Way Agreement between Adams County and MountainAire Property LLC, for Property Necessary for the East 58th Avenue Improvements Project – East 58th Avenue from Clarkson Street to York Street in the Amount of \$193,390.00
- G.** Resolution Accepting a Special Warranty Deed Conveying Property from NWP Holdings, LLC State to Adams County for Right-of-Way Purposes
- H.** Resolution Accepting a Warranty Deed Conveying Property from James E. Brienza and Gerard J. Brienza and Traci J. Russo to Adams County for Right-of-Way Purposes
- I.** Resolution Accepting a Special Warranty Deed Conveying Property from 6201 N. Broadway, LLC to Adams County for Right-of-Way Purposes
- J.** Resolution Accepting a Permanent Sidewalk Easement from 6201 N. Broadway, LLC to Adams County for a Public Sidewalk
- K.** Resolution Regarding Defense and Indemnification of Walter Berlinski and Aaron Sandoval as a Defendants Pursuant to C.R.S. § 25-9-111
- L.** Resolution Accepting a Temporary Construction Easement and Right-of-Entry from

Qwest Corporation to Adams County for the West 62nd Avenue Road Improvement Project

- M.** Resolution for Final Acceptance of the Public Improvements Constructed at the Central 64 Subdivision, 2101 West 64th Ave, (Case No's PLT2019-00009, EGR2019-00013, CSI2019-00024, SUB2020-00001, INF2019-00066, SIA2019-00011, ILD2020-00011, ILD2020-00064, ACC2020-00070, UTL2020-00191)
- N.** Resolution Approving Agreement with Adams County Health Department for Independent Hazardous Waste Facility Oversight at the Rocky Mountain Arsenal
- O.** Resolution Approving Oil and Gas Lease between Adams County and Extraction Oil and Gas, Inc. for Approximately 280 Net Mineral Acres Beneath Several Parcels of Land Near Picadilly Road and 152nd Avenue
- P.** Resolution Approving the Intergovernmental Agreement between Adams County and the City of Northglenn for Animal Shelter/Adoption Center Services
- Q.** Resolution Approving the Intergovernmental Agreement between Adams County and the Town of Bennett for Animal Shelter/Adoption Center Services
- R.** Resolution Approving the Intergovernmental Agreement between Adams County and the Town of Lochbuie for Animal Shelter/Adoption Center Services
- S.** Resolution Amending the Adams County Open Space Policies and Procedures
- T.** Resolution Authorizing Cancellation of Personal Property Taxes Per C.R.S. §39-10-114(2)(a)

7. NEW BUSINESS

- A. COUNTY MANAGER**
- B. COUNTY ATTORNEY**

8. EXECUTIVE SESSION

9. LAND USE HEARINGS

A. Cases to be Heard

- 1.** PRC2022-00004 Grasslands at Comanche, Filing No. 5 Preliminary Plat
- 2.** PRC2022-00005 Grasslands at Comanche, Filing No. 6 Preliminary Plat

10. ADJOURNMENT

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: November 29, 2022
SUBJECT/TITLE: Resolution Approving Open Space Grant Awards and Grant Agreements on November 29, 2022
FROM: Byron Fanning
AGENCY/DEPARTMENT: Parks, Open Space & Cultural Arts
HEARD AT STUDY SESSION ON: November 15, 2022
RECOMMENDED ACTION: That the Board of County Commissioners accepts the Open Space Advisory Board recommendations for funding.

BACKGROUND:

On September 23rd, 2022, the Open Space Program received 14 full grant applications and 4 mini grant applications for a total of 18 grant submissions.

The total amount requested for open space grants in this cycle is \$11,206,484.69 which includes mini grants. The total amount available for distribution was \$10,679,951.42 (Exhibit A for details).

The Open Space Advisory Board (OSAB) recommended funding of the applications that scored 1 through 13 and not funding projecting 14.

If the Board of County Commissioners follows the OSAB’s recommendations, the fund will carry a balance to the next grant cycle in the amount of \$199,471.74. Detailed information about each grant and the OSAB’s recommendations are below. The projects are listed according to their ranking, with mini grants listed last. See Exhibit A.

Adams County – Clear Creek Water Park Project Summary:

4.B

Adams County Parks, Open Space & Cultural Arts seeks additional funding for the Clear Creek Whitewater Park. An eight-foot drop structure currently exists along Clear Creek west of Pecos Street. The drop structure used to protect the Burlington Northern Santa Fe (BNSF) bridge foundations, but the BNSF recently replaced the bridge with one that no longer needs the drop structure. The drop structure is now obsolete, and in order to mitigate a safety hazard and improve flood conveyance it should be replaced. Replacing the drop structure outside the BNSF right-of-way presents a tremendous opportunity for recreational enhancements and improvements to the health of Clear Creek. This is Adams County's second application for funding for this project, due to significant increases in the project cost estimate.

Grant Request: 50% of the total project costs, up to \$1,500,000.00

Previous Grant Request: No

OSAB Recommendation: Full funding

OSAB Vote: Motion for full funding passed, 6-0

City of Aurora – Westerly Creek Greenway Improvements

Project Summary:

The project includes greenway improvements such as channel realignment to create more usable recreation space and trail connectivity from the Westerly Creek Regional trail to Aurora residents, business, and local developments where a gap currently exists. A passive recreation area will also be developed including an event lawn, future futsal courts, seating, internal trails, enhanced native landscaping and overall water quality improvements. The project is a collaborative vision between the City of Aurora, Mile High Flood District, adjacent businesses, and the local community. This phase will include design for the project with the second phase being construction.

Grant Request: 61.73% of the total project costs, up to \$750,000.00

Previous Grant Request: No

OSAB Recommendation: Full funding

OSAB Vote: Motion for full funding passed, 6-0

City of Brighton – Cherry Meadows Park

Project Summary:

This grant request is for constructing the new Cherry Meadows Park on an undeveloped 4.38-acre site in northern Brighton. The park lies adjacent to Brighton's future regional trail that will circle the city. This neighborhood park will include a playground with poured-in-place surfacing, other play structures, a loop trail, road buffer, shelter, benches, site furnishings, bike rack, signage, pond, trees, shrubs, and 40% of the site will be bluegrass while 60% of the site will contain native grasses. This park, when completed, will be sustainable and create a positive impact on this neighborhood, regional trail users, and the community.

Grant Request: 33.33% of the total project costs, up to \$600,000.00

Previous Grant Request: No

OSAB Recommendation: Full funding

OSAB Vote: Motion for full funding passed, 6-0

City of Commerce City – Stampede Park Improvements

Project Summary:

4.B

Commerce City is requesting funds for several improvements to Stampede Park located in the Buffalo Run West subdivision. The park is approximately 9 acres in size and was constructed 20 years ago. Few improvements have been made to date and several amenities are nearing the end of their lifespan. This project will replace the irrigation system and the playground and add a basketball court.

Grant Request: 57.69% of the total project costs, up to \$375,000.00

Previous Grant Request: No

OSAB Recommendation: Full funding

OSAB Vote: Motion for full funding passed, 6-0

City of Commerce City - Fairfax Park Improvements

Project Summary:

Fairfax Park received a major renovation in 2013 replacing shelters, improving ball fields, adding a futsal court, and creating a full loop perimeter trail. At that time, the playground was still in good condition but now it is over 20 years old and needs to be replaced. Leveraging available funds for the playground replacement will allow the city to replace the vault toilet with a plumbed restroom and add a structure for the seasonal portable restroom as well. Repair and replacement are a priority for the city and this project will ensure park users have the best possible experience at Fairfax Park.

Grant Request: 56% of the total project costs, up to \$700,000.00

Previous Grant Request: No

OSAB Recommendation: Full funding

OSAB Vote: Motion for full funding passed, 6-0

City of Northglenn - E.B. Raines Jr. Memorial Park Renovation Project

Project Summary: E.B. Raines Jr. Memorial Park is a heavily used, 22-acre regional park. The Park includes a variety of amenities, but this project will focus on the four primary components, below. The goal of each of these projects is to refresh and update several key areas within the park striving to increase accessibility, safety, security, and encouraging adequate use of the facilities. This project will consist of construction of the four primary components:

- A. Complete Renovation or Replacement of Existing Restroom near Playground.
- B. Sitting Wall & Pedestrian Access Trail Replacement.
- C. Skatepark Hardscape Enhancements.
- D. New Parks & Recreation Storage Facility with Restrooms (adjacent to east parking lot).

Grant Request: 50% of the total project costs, up to \$1,350,000.00

Previous Grant Request: No

OSAB Recommendation: Full funding

OSAB Vote: Motion for full funding passed, 6-0

City of Thornton – Playground & Furniture Rehab & Installation

Project Summary:

Thornton has 73 playgrounds and almost 40% are 20 years old. Most were built by development as part of subdivision requirements and today don't meet the city's Design Guidelines of play components or site furniture. Replacing two playgrounds per year of the 29 oldest playgrounds will take almost 15 years to complete, at which point most of the remaining 44 playgrounds would also be 20 years old--a no-win timeline. This grant would help fund playground &

4.B

furniture rehab & installation as Thornton develops a depreciation plan and works to increase the annual number of play area rehabilitations.

Grant Request: 70% of the total project costs, up to \$726,005.00

Previous Grant Request: No

OSAB Recommendation: Full funding

OSAB Vote: Motion for full funding passed, 6-0

City of Thornton - Shade the day, Light the Night! Pavilions and Skatepark Lighting

ct Summary:

This grant request will help Thornton improve physical comfort and extend usage hours at a number of parks through provision of shade pavilions and skatepark lighting. New shade pavilions are being installed at Community Park, Tuck Ditch Park, and the West Sprat Platte Archery Range. Thornton is also in the process of designing and installing lighting at three different skateparks; Slocum Memorial Skatepark, Carpenter Park Skatepark, and Trail Winds Skatepark. The shade projects will create more comfort on hot days, and the skatepark lighting will extend hours of use and enjoyment for the skateparks, especially during the winter months, by an estimated 736 hours.

Grant Request: 70% of the total project costs, up to \$728,000.00

Previous Grant Request: No

OSAB Recommendation: Full funding

OSAB Vote: Motion for full funding passed, 6-0

City of Westminster – Squires Park Renovation

Project Summary:

This project will update one of the most popular parks in the city, home to one of the best mountain views in our system. Squires was built in 1985 and is 16.6 acres. The park abuts Rocky Mountain Elementary School on the west and south, and offers a large picnic pavilion, playground, basketball court, detention – natural area, washrooms, a non-programmed ballfield, and soccer / open play areas. Planned improvements include a new adventure playground, accessibility upgrades, trails, replacement of a 30-year-old irrigation system, additional native vegetation, an overlook with interpretive signage, a small off-leash dog area, and additional shade shelters.

Grant Request: 33.33% of the total project costs, up to \$900,000.00

Previous Grant Request: No

OSAB Recommendation: Full funding

OSAB Vote: Motion for full funding passed, 6-0

City of Westminster – Implementation of McKay Lake Area Management Plan

Project Summary:

The City of Westminster Open Space team is seeking funds for implementation of the McKay Lake Area Management Plan. The existing infrastructure is not sustainable as it does not account for increased usership and higher water levels. The proposed plan includes sustainable and accessible trails, raised trails for habitat connectivity and flood resistance, and an expanded trailhead and parking lot with restroom facilities and a picnic area. The support of Adams County funding will allow the city to take on the whole project in a cohesive approach that promotes sustainability and a positive user experience.

4.B

Grant Request: 67.89% of the total project costs, up to \$1,000,000.00

Previous Grant Request: No

OSAB Recommendation: No funding

OSAB Vote: Motion to not approve funding passed, 6-0

Hyland Hills Park and Recreation District – Clear Creek Valley Park – Phase V- Large Event Shelter(s)

Project Summary:

The goal is to continue to meet the needs of the community at Clear Creek Valley Regional Park. In Phase V, we plan to add an event shelter (60 x 90) to host events such as farmer markets, large family gatherings and other special events. We also want to add three additional shelters to allow for areas that can be used for programs as well as family events. One of the shelters would be located in the community garden area to allow for educational programming and a place for the community garden plot holders to have shade areas to get relief from the heat. The other two shelters would be located by the newly renovated sand volleyball and pickleball courts.

Grant Request: 60% of the total project costs, up to \$360,000.00

Previous Grant Request: No

OSAB Recommendation: Full funding

OSAB Vote: Motion for full funding passed, 6-0

Town of Bennett – Civic Center Park Construction

Project Summary:

Bennett Civic Center came to life in 2010 via comprehensive planning, when the Town of Bennett identified a new central area along Highway 79 that would become the core of Bennett. Civic Center Park is identified in the Town's Parks, Trails, and Open Space Master Plan as one of the Most valuable assets for active and passive recreational amenities in the community. Phase I of Civic Center Park encompasses the veteran's memorial, trailhead parking, community garden and this Historical Charles Muegge House. Phase II of Civic Center is the subject of this grant. Phase II is the construction of a regional park which will include many active amenities, including playfields, playgrounds, and water activities.

Grant Request: 60% of the total project costs, up to \$1,950,000.00

Previous Grant Request: No

OSAB Recommendation: Full funding

OSAB Vote: Motion for full funding passed, 6-0

Town of Bennett - Art in the Park

Project Summary:

This project is to commission Some Girls and a Mural to paint one large mural in our Civic Center Park complex and five smaller murals at our other Adams County Parks. The murals will be of regional birds. The overarching theme for the murals is "Bennett a Place to Spread your Wings". This ties into other art in the community such as the "Nest" located at the Bennett Any Think Library. The large mural is located off of the Highway 79 Trail which is the backbone of the trail system. Near the large mural there will be directional signs encouraging the use of our trail system to see the other smaller murals.

Grant Request: 70% of the total project costs, up to \$70,000.00

Previous Grant Request: No

OSAB Recommendation: Full funding

OSAB Vote: Motion for full funding passed, 6-0

US Fish and Wildlife Service RMA National Wildlife Refuge – Visitor Center Amphitheater Shade Structures

Project Summary:

This project will build upon the extensive and ever improving public-use facilities at the Rocky Mountain Arsenal National Wildlife Refuge (Refuge) by creating a modern shade structure over the Visitor Center amphitheater. The Refuge is a major outdoor recreational facility in Adams County and this project will enhance recreational opportunities and repeat visitation by providing much needed shade in this public space that connects to the Rocky Mountain Greenway Trail.

Grant Request: 67% of the total project costs, up to \$116,479.69

Previous Grant Request: No

OSAB Recommendation: Full funding

OSAB Vote: Motion for full funding passed, 6-0

Mini Grant's:

City of Brighton – HS Seniors Beautification Project at Carmichael Park

Project Summary:

This “High School Seniors Beautification Project at Carmichael Park” addresses several needs with one overall purpose. The purpose of the project is to enhance the beauty and shade within the heavily used Carmichael Park. The park is the host to huge special events (Summerfest, 4th of July, Citywide BBQ, Art in the Park, and more), concerts and summer movies, walking, jogging, in-line skating, tennis, pick-up frisbee games and tag football, outdoor fitness classes, playground use, reunions, family picnics, and more. The purpose of this all-inclusive tree planting project will be accomplished with volunteer labor from High School Senior students of all abilities. The Seniors will be planting 30 trees (deciduous trees and evergreen trees) around the edges of the park and in highly visible locations. The city will use native Colorado tree species where considered appropriate due to the soils within the park site. All of the trees surrounding the park will be planted in new locations and a few will be replacing trees that died or were vandalized over the past twelve years. The evergreen trees will be a minimum of 5-6 feet tall, and the deciduous trees will be 2-inch caliper in size. This busy park also includes birds singing in the trees, squirrels, rabbits, and other small wildlife living in or around the grounds. Plus, humans walking, jogging, running, bicycling, skateboarding, using electric scooters, and transporting by other means through the areas were the grant-funded trees will be planted. Our Parks, Forestry, and Open Space staff will educate the High School Seniors about the tree species being planted, how to plant them correctly, plus explaining why the Adams County Open Space grant funding is important for this project, and how the city is using the Adams County Open Space Tax funding. The Brighton High School 2012 Senior Class approached the City’s Parks and Recreation Department and wanted to do a Park Beautification Project in Carmichael Park instead of entering into unsafe and unhealthy behavior of the traditional “Ditch Day”. The Department, during each spring from 2012 through 2019, has worked with Brighton High School on park beautification projects with each of their Senior classes. (The Seniors have completed nine tree planting projects within the City’s Open Spaces and Parks.) The ninth and tenth beautification projects, scheduled for the Seniors, were during the 2020 and 2021 Coronavirus COVID19Pandemic and the Senior classes were not allowed to attend because of the Pandemic. The City’s Parks, Forestry, and Open Space Division ordered and planted the trees per approval of Adams County. When Carmichael Park was originally re-built in 2012, Brighton only had enough funding to complete two-thirds of the park and had to decrease the number of trees in the park. The park is the closest City-owned Park to Brighton

4.B

High School. In 2023, the High School Seniors are scheduled to again participate in the tree planting project. And they are excited to again plant trees in Carmichael Park to enhance the shade, buffering, and beauty of the park. Due to the success and growth in participants of the past Beautification Projects; the High School Seniors will again work with the City's Parks and Recreation Department – Parks, Forestry, and Open Space Division on this project. The Division, and neighbors of the park, realize that Carmichael Park needs an additional 30 trees. And this High School Seniors Beautification Project is an appropriate and inclusive project for the Senior class in late April-early May 2023, prior to their graduation. Watering of the trees and future tree maintenance will occur through the park irrigation system and the City Parks, Forestry, and Open Space staff. Payment for a portion of the trees is the only item being requested through this Adams County Open Space Mini-Grant application, and this an appropriate use of the Adams County Open Space grant funding.

Grant Request: 60% of the total project costs, up to \$6,000.00

Previous Grant Request: No

OSAB Recommendations: Full funding

OSAB Vote: Motion for full funding passed, 6-0

City of Thornton – Tree Canopy Restoration & EAB Mitigation

Project Summary: Thornton's tree canopy and urban forest is an essential element to life in our community. As our residents indicated in our 2017 Parks and Open Space Master Plan, a variety of healthy tree throughout our community are vital to the overall sense of well-being and enjoyment. Our parks and open spaces provide the ideal canvas to create a vibrant and sustainable urban forest. Our current tree canopy has been decimated by the recent prolonged drought conditions, warmer average temperatures, decreased air quality, and the lack of available water resources. In addition to these environmental constraints, we have recently discovered the prevalence of the Emerald Ash Borer (EAB) in the City of Thornton. This highly invasive and destructive pest continues to become increasingly more prevalent throughout the City of Thornton, Adams County and if left uncontrolled, the entire front range of Colorado. This project is intended to include tree removal, tree pruning, stump grinding, EAB treatments and additional tree planting. This project will help to identify, remove, and replace the declining Ash trees and replace them with new and more adaptable tree species. The work will take place throughout all of Thornton's Parks and Open Spaces in all five of the city's forest districts. All work performed will be under the direction/guidance of the City Forester. The project will result in a more resilient tree canopy that will provide needed shade for residents, increased habitat for birds, insects, and small mammals, and an increased sense of well-being for residents and visitors to the City of Thornton and Adams County.

Grant Request: 50% of the total project costs, up to \$25,000.00

Previous Grant Request: No

OSAB Recommendations: Full funding

OSAB Vote: Motion for full funding passed, 6-0

Hyland Hills Park and Recreation District – Bicycle Park at Clear Creek Valley Park

Project Summary:

The purpose of the project is to hire a firm to work with staff and key stake holders to develop and present a concept plan and cost estimates for a new bicycle park at Clear Creek Valley Park. The concept plans will be used for the RFP project design stage and build out of the future bicycle park within Clear Creek Valley Park. The original plans for Clear Creek Valley Park called for having a bicycle park located within the park. The Clear Creek Valley Park location is ideal and a convenient bicycle environment where people of all ages and abilities can safely and comfortably enjoy their

4.B

bicycle experiences. This aligns with Hyland Hills 2020 Parks and Recreation Master Plan as well as the City of Arvada Parks Master Plan with improved opportunity for outdoor recreation.

Grant Request: 50% of the total project costs, up to \$25,000.00

OSAB Recommendations: Full funding

OSAB Vote: Motion for full funding passed, 6-0

Town of Bennett – Trupp Park Concrete Improvements

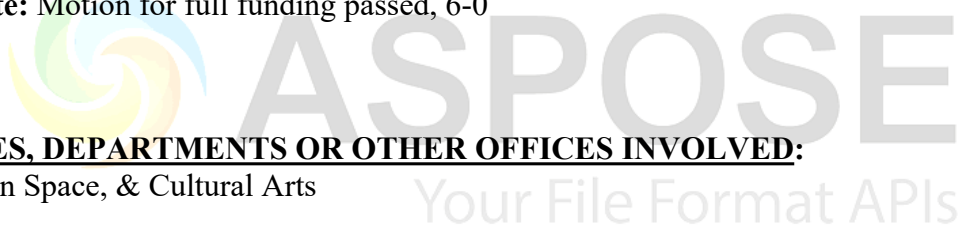
Project Summary:

Trupp Park is currently our primary community park in Bennett. It is the location for our annual Bennett Days Celebration and in the site for many outdoor sports including soccer, flag football, rugby, and kickball. This park includes a skate and bicycle playground, and ADA inclusive playground with rubber surfacing, a grandstand utilizes in our summer party in the parks and a perimeter walking trail. The focus of this grant is to make much needed concrete repairs to the walkways within the park as well as on the concrete pad within the skate park. The concrete in the skate park is over 10-year-old and has developed several cracks due to settling and extreme weather conditions. The walkways throughout the park have also developed cracks, breaks, and significant gaps due to the same factors. The damaged concrete in both areas creates a significant safety concern for trips and falls for all users. Trupp Park is out most highly utilized park for all demographics, therefore it is important that these repairs are made

Grant Request: 50% of the total project costs, up to \$25,000.00

OSAB Recommendations: Full funding

OSAB Vote: Motion for full funding passed, 6-0



AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Parks, Open Space, & Cultural Arts

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

Yes

Fund:	28			
Cost Center:	6202			
		Object Account:	Subledger:	Amount:
Current Budgeted Revenue:				
Additional Revenue not included in Current Budget:				
Total Revenues:				
		Object Account:	Subledger:	Amount:
Current Budgeted Operating Expenditure:	8810			\$17,994,927.00

4.B

Add'l Operating Expenditure not included in Current Budget:

Current Budgeted Capital Expenditure:

Add'l Capital Expenditure not included in Current Budget:

Total Expenditures: \$17,994,927.00

New FTEs requested: **No**

Future Amendment Needed: **No**

Additional Note:



4.B

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

**RESOLUTION APPROVING OPEN SPACE GRANT AWARDS AND GRANT
AGREEMENTS ON NOVEMBER 29, 2022**

Resolution 2022 -

WHEREAS, Adams County voters approved an Open Space Sales Tax on November 3, 1999, to be used in accordance with Resolution 99-1; and,

WHEREAS, Resolution 99-1 specifies that the Board of County Commissioners shall appoint an Adams County Open Space Advisory Board to recommend projects to be funded through a grant program using 68% of the Open Space Sales Tax; and,

WHEREAS, Resolution 2020-480 was approved on November 3, 2020, and voters approved a resolution to authorize the permanent extension of an existing countywide sales tax of one-fourth of one percent (one-fourth penny per dollar) for the continued purpose of preserving open space and creating and maintaining parks and recreation facilities; setting the ballot title and text for the election; and providing the effective date of such resolution; and,

WHEREAS, the Adams County Open Space Advisory Board has received, and reviewed grant applications submitted on September 23, 2022, for tax funds collected in the First half of 2022; and,

WHEREAS, the Adams County Open Space Advisory Board made the following recommendations to the Board of County Commissioners:

Applicant	Project Name	Funding Recommendation \$
City of Brighton	HS Seniors Beautification Project at Carmichael Park	\$ 6,000.00
City of Thornton	Tree Canopy Restoration & EAB Mitigation	\$ 25,000.00
Hyland Hills Park and Recreation District	Bicycle Park at Clear Creek Valley Park	\$ 25,000.00
Town of Bennett	Trupp Park Concrete Improvements	\$ 25,000.00
Adams County	Clear Creek Water Park	\$ 1,500,000.00
Town of Bennett	Civic Center Park Construction	\$ 1,950,000.00
U.S. Fish and Wildlife Service, RMA Ntl Wildlife Refuge	Visitor Center Amphitheater Shade Structure	\$ 116,479.69
City of Westminster	Implementation of the McKay Lake Area Management Plan	\$ 1,000,000.00
City of Brighton	Cherry Meadows Park	\$ 600,000.00
City of Northglenn	E.B. Raines Jr. Memorial Park Renovation Project	\$ 1,350,000.00
City of Aurora	Westerly Creek Greenway Improvements	\$ 750,000.00
City of Commerce City	Fairfax Park Improvements	\$ 700,000.00
Hyland Hills Park and Recreation District	Clear Creek Valley Park - Phase V - Large Event Shelter(s)	\$ 360,000.00
City of Thornton	Shade the day, Light the Night! Pavilions and Skatepark Lighting	\$ 728,000.00
City of Commerce City	Stampede Park Improvements	\$ 375,000.00
Town of Bennett	Art in the Parks	\$ 70,000.00
City of Westminster	Squires Park Renovation	\$ 900,000.00

WHEREAS, the Board of County Commissioners has reviewed the recommendations by the Adams County Open Space Advisory Board; and,

WHEREAS, the Board of County Commissioners concurs with the recommendations of the Open Space Advisory Board and wishes to award grants in the amounts listed above; and,

WHEREAS, all grant awards are contingent upon the full execution of a grant agreement between the Grantee and the County; and,

WHEREAS, the signed grant agreement must be received no later than 45 days from the award date.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the above grant awards for projects submitted September 23, 2022, be and hereby are approved.

4.B

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

BE IT FURTHER RESOLVED that the Director of Adams County Parks, Open Space and Cultural Arts has the authority to sign as “Grantee” for the above grant agreements awarded to Adams County.



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

**Eva J. Henry - District #1
Charles "Chaz" Tedesco - District #2
Emma Pinter - District #3
Steve O'Doriso - District #4
Lynn Baca - District #5**

**Tuesday
November 22, 2022
9:30 AM**

1. ROLL CALL

Present: 3 – Eva Henry, Steve O'Doriso, Lynn Baca
Excused: Charles "Chaz" Tedesco, Emma Pinter

2. PLEDGE OF ALLEGIANCE

3. MOTION TO APPROVE AGENDA

A motion was made by Eva Henry, seconded by Steve O'Doriso, that this Agenda be approved. The motion carried by the following vote:

Aye: 3 – Commissioner Henry, Commissioner O'Doriso, Commissioner Baca
Nay: 0 –

4. AWARDS AND PRESENTATIONS

5. PUBLIC COMMENT

A. Citizen Communication

During this portion of the meeting, the board will hear public comment. The Chair will determine how much time is reserved for public comment and how much time is permitted for each speaker.

B. Elected Officials' Communication

6. CONSENT CALENDAR

6.A

- A. List of Expenditures Under the Dates of October 31 – November 4, 2022
- B. Minutes of the Commissioners’ Proceedings from November 15, 2022
- C. Resolution Appointing Lisa Hough to the Workforce Development Board as an Economic Development/Business Representative
- D. Resolution Appointing Michael Allen to the Workforce Development Board as a Business Sector Representative
- E. Resolution Approving Amendment One to the Agreement between Adams County and HDR, Inc., in the Amount of \$67,434.00, for Right-of-Way Acquisition Services for the Berkeley Garden Project
- F. Resolution Approving Amendment Three to the Agreement between Adams County and Element Contract an Evolution of Colorado Carpet Center in the amount of \$13,076.43 for Carpet Removal and Installation Services
- G. Resolution Approving Amendment One (Change Order Three) to the Agreement between Adams County and Hamon Infrastructure Inc., in the Amount of \$5,558,809.74, for Hazardous Waste Mitigation for the 58th Avenue Improvement Project
- H. Resolution Approving the Intergovernmental Agreement between Adams County and the Town of Bennett for an Office Space Lease

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

Aye: 3 – Commissioner Henry, Commissioner O'Dorisio, Commissioner Baca
Nay: 0 –

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 2023 and Ending on the Last Day of December 2023

A motion was made by Steve O'Dorisio, seconded by Eva Henry, that this Resolution be approved. The motion carried by the following vote:

Aye: 3 – Commissioner Henry, Commissioner O'Dorisio, Commissioner Baca
Nay: 0 –

6.A

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 2023 and Ending on the Last Day of December 2023

A motion was made by Steve O'Dorisio, seconded by Eva Henry, that this Resolution be approved. The motion carried by the following vote:

Aye: 3 – Commissioner Henry, Commissioner O'Dorisio,
Commissioner Baca

Nay: 0 –

3. Resolution Approving Adams County 2023 Fee Schedule for the Calendar Year Beginning on the First Day of January 2023 and Ending on the Last day of December 2023

A motion was made by Steve O'Dorisio, seconded by Eva Henry, that this Resolution be approved. The motion carried by the following vote:

Aye: 3 – Commissioner Henry, Commissioner O'Dorisio,
Commissioner Baca

Nay: 0 –

4. Resolution Approving the Certification of Mill Levies for the Calendar Year Beginning on the First Day of January 2023 and Ending on the Last Day of December 2023

A motion was made by Steve O'Dorisio, seconded by Eva Henry, that this Resolution be approved. The motion carried by the following vote:

Aye: 3 – Commissioner Henry, Commissioner O'Dorisio,
Commissioner Baca

Nay: 0 –

5. Resolution Approving an Agreement between Adams County and Almost Home Inc., in the Not to Exceed Amount of \$928,085.10, for Severe Weather Action Plan Services

A motion was made by Steve O'Dorisio, seconded by Eva Henry, that this Resolution be approved. The motion carried by the following vote:

Aye: 3 – Commissioner Henry, Commissioner O'Dorisio,
Commissioner Baca

6.A

Nay: 0 –

6. Resolution Approving an Agreement between Adams County and Hudick Excavating Inc., in the Amount of \$23,462,475.19, for Construction Services for the York Street Phase II East 78th Avenue to East 88th Avenue Project

A motion was made by Steve O'Dorisio, seconded by Eva Henry, that this Resolution be approved. The motion carried by the following vote:

Aye: 3 – Commissioner Henry, Commissioner O'Dorisio, Commissioner Baca

Nay: 0 –

7. Resolution Approving an Agreement between Adams County and CCS Facility Services in the Amount of \$1,403,639, for Custodial and Carpet Cleaning Services

A motion was made by Steve O'Dorisio, seconded by Eva Henry, that this Resolution be approved. The motion carried by the following vote:

Aye: 3 – Commissioner Henry, Commissioner O'Dorisio, Commissioner Baca

Nay: 0 –

B. COUNTY ATTORNEY

8. EXECUTIVE SESSION

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

A motion was made by Steve O'Dorisio, seconded by Eva Henry, that this Executive Session be approved with the addition of section (e) for instructing negotiators. The motion carried by the following vote:

Aye: 3 – Commissioner Henry, Commissioner O'Dorisio, Commissioner Baca

Nay: 0 –

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

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

6.A

Aye: 3 – Commissioner Henry, Commissioner O'Dorisio,
Commissioner Baca

Nay: 0 –

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

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

Aye: 3 – Commissioner Henry, Commissioner O'Dorisio,
Commissioner Baca

Nay: 0 –

9. LAND USE HEARINGS

A. Cases to be Heard

10. ADJOURNMENT

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: November 29, 2022
SUBJECT/TITLE: Resolution Accepting a Warranty Deed Conveying Property from 909W62AVE, LLC State to Adams County for Right-of-Way Purposes
FROM: Marissa Hillje
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON:
RECOMMENDED ACTION: That the Board of County Commissioners approve a resolution for accepting a Warranty Deed for the acquisition of property needed for road right-of-way.

BACKGROUND:

Adams County is in the process of acquiring right-of-way and temporary construction easements along 62nd Avenue from Pecos Street to Washington Street for the 62nd Avenue Roadway and Drainage Improvements Project. 909W62AVE, LLC has executed a Warranty Deed to Adams County for right-of-way purposes. The property is located in the Northeast Quarter of Section 9, Township 3 South, Range 68 West of the 6th Principal Meridian. The Warranty Deed will convey property needed for the 62nd Avenue project.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

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

ATTACHED DOCUMENTS:

Warranty Deed Draft resolution Planning Commission Resolution

FISCAL IMPACT:

No

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION ACCEPTING A WARRANTY DEED CONVEYING PROPERTY
FROM 909W62AVE, LLC TO ADAMS COUNTY FOR RIGHT-OF-WAY PURPOSES

WHEREAS, Adams County is in the process of acquiring right-of-way for the 62nd Avenue Roadway and Drainage Improvements Project- 62nd Avenue from Pecos Street to Washington Street (“Project”); and,

WHEREAS, the right-of-way parcel is from property located in the Northeast Quarter of Section 9, Township 3 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado and is owned by 909W62AVE, LLC (“Parcel 5”); and,

WHEREAS, Adams County requires ownership of the Parcel 5 for construction of the Project; and,

WHEREAS, 909W62AVE, LLC has executed a Warranty Deed to convey Parcel 5 for road right-of-way purposes for 62nd Avenue that complies with County standards and will benefit the citizens of Adams County; and,

WHEREAS, at a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton on Thursday the 27th day of October 2022, the Planning Commission recommended that the Board of County Commissioners accept said Warranty Deed.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Warranty Deed from 909W62AVE, LLC, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.

WARRANTY DEED

THIS DEED, dated this 7 day of April 2022, between 909W62Ave, LLC, a Colorado limited liability company whose address is 911 W 62nd Ave Denver, CO 80216, grantor(s), and the COUNTY OF ADAMS, State of Colorado, whose legal address is 4430 South Adams County Parkway, Brighton, Colorado 80601 of the said County of Adams and State of Colorado, grantee(s):

WITNESS, that the grantor(s), for and in consideration of the sum of \$26,355.00, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents doth grant, bargain, sell, convey and confirm, unto the grantee(s), its successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the said County of Adams, State of Colorado, described as follows:

Legal description as set forth in Exhibit "A" attached hereto and incorporated herein by this reference. Also known by street and number as: 911 W 62nd Ave Denver, CO Assessor's schedule or parcel number: 0182509100034

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee(s), its successors and assigns forever. The grantor(s), for itself, its successors and assigns, do covenant, grant, bargain and agree to and with the grantee(s), its successors and assigns, that at the time of the ensembling and delivery of these presents, it is well seized of the premises above conveyed, have good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except interests of record.

The grantor(s) shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the grantee(s), its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

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

OWNER: 909W62AVE, LLC, a Colorado limited liability company

By: [Signature]
Print: Tim Shunk
Title: Mgr.

STATE OF colorado)
County of weld) §

The foregoing instrument was acknowledged before me this 7 day of April, 2022 by Tim Shunk as managing member of 909W62AVE, LLC a Colorado limited liability company.

Witness my hand and official seal. My commission expires: 6/15/25

MACKENZIE PARRY
Notary Public
State of Colorado
Notary ID # 20214023214
My Commission Expires 06-15-2025

[Signature]
Notary Public

EXHIBIT A (1 OF 2)
RW5
Adams County Project #IMP2020-00016
62nd Avenue-Pecos Street to Washington Street

A parcel of land, being part of that parcel of land described as Parcel 1 in that Quit Claim Deed recorded July 22, 2014 as Reception No. 2014000047955 of the records of the Adams County Clerk and Recorder, located in the Northeast Quarter (NE1/4) of Section Nine (9), Township Three South (T.3S.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Adams, State of Colorado, and being more particularly described as follows:

COMMENCING at the North Sixteenth (N1/16) corner between said Section 9 and Section Ten (10), (T.3S.), (R.68W.), and assuming the South line of the Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of said Section 9, being monumentalized by a 2 3/8" diameter pipe with a 3 1/4" diameter aluminum cap stamped "LS23881" at the East end and by a #6 rebar with a 3 1/4" diameter aluminum cap stamped "LS6973, 2006" in a monument box at the West end, as bearing South 89°54'37" West, being a Grid Bearing of the Colorado State Plane Coordinate System, Central Zone, North American Datum 1983/2011, a distance of 1327.41 feet, with all other bearings contained herein relative thereto;

THENCE South 89°54'37" West along the South line of the Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of said Section 9 a distance of 608.15 feet;

THENCE North 00°05'23" West a distance of 30.00 feet to the North Right-of-way line of West 62nd Parkway, said North Right-of-way line being Thirty (30) feet, as measured at a right angle, North of and parallel with the South line of the Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of said Section 9, said point being the **POINT OF BEGINNING**;

THENCE North 81°59'33" East a distance of 72.59 feet to a point being Ten (10) feet, as measured at a right angle, North of said North Right-of-way line;

THENCE North 89°54'37" East along a line being Ten (10) feet, as measured at a right angle, North of and parallel with said North Right-of-way line a distance of 78.90 feet to the Westerly line of that parcel of land described as Parcel 308B REV in that Special Warranty Deed recorded October 7, 1991 in Book 3823 at Page 416 of the records of the Adams County Clerk and Recorder;

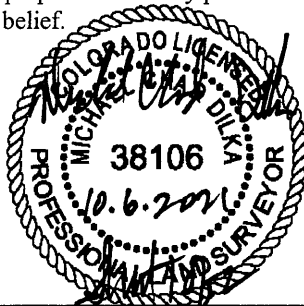
THENCE South 44°57'27" West along the Westerly line of said Parcel 308B REV a distance of 14.15 feet to said North Right-of-way line;

THENCE South 89°54'37" West along said North Right-of-way line a distance of 140.78 feet to the **POINT OF BEGINNING**.

Said described parcel of land contains 1,098 sq. ft. or 0.025 acre, more or less (±), and may be subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.

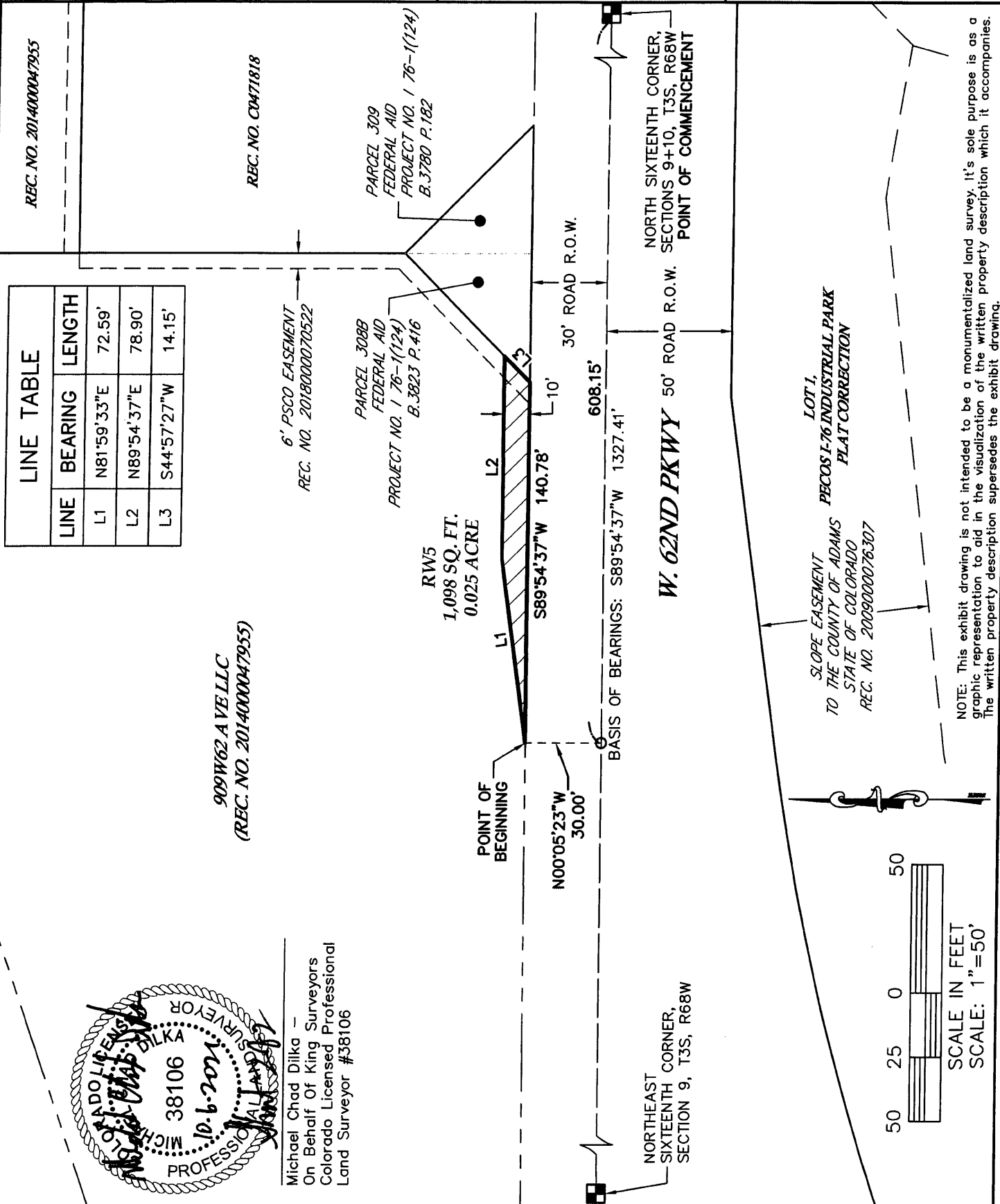
SURVEYORS STATEMENT

I, Michael Chad Dilka, a Colorado Licensed Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking and that it is true and correct to the best of my knowledge and belief.

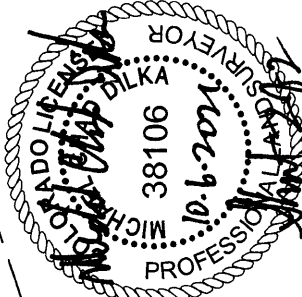


Michael Chad Dilka - on behalf of King Surveyors
 Colorado Licensed Professional Land Surveyor #38106
KING SURVEYORS, 650 East Garden Drive, Windsor, CO 80550, (970) 686-5011

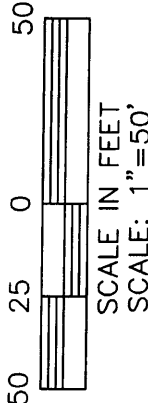
JN: 20200317



LINE TABLE		
LINE	BEARING	LENGTH
L1	N81°59'33"E	72.59'
L2	N89°54'37"E	78.90'
L3	S44°57'27"W	14.15'



Michael Chad Dilka
On Behalf Of King Surveyors
Colorado Licensed Professional
Land Surveyor #38106



RockSol
Consulting Group, Inc.
12076 Grant Street
Thornton, CO 80241
Ph: (303) 962-9300
Fax: (303) 962-9350



KING SURVEYORS
650 E. Garden Drive | Windsor, Colorado 80550
phone: (970) 686-5011 | fax: (970) 686-5821
email: contact@KingSurveyors.com

PROJECT NO: 20200317
DATE: 10/5/2021
CLIENT: ROCKSOL
DWG: RW5
DRAWN: SMF **CHECKED:** MCD

PLANNING COMMISSION FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION RECOMMENDING ACCEPTANCE OF A WARRANTY DEED FROM
909W62AVE, LLC TO ADAMS COUNTY FOR RIGHT-OF-WAY PURPOSES

At the regular meeting for the Planning Commission for Adams County, Colorado, held at County Government Center in Brighton on Thursday the 27th day of October 2022, the following proceedings and others were had and done, to wit:

WHEREAS, the Adams County Planning Commission has considered the advisability of acceptance by the Board of County Commissioners of a Warranty Deed from 909W62AVE, LLC for right-of-way purposes on the following described land to wit:

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

WHEREAS, this Warranty Deed is in conjunction with the 62nd Avenue Capital Improvement Program Project – 62nd Avenue from Pecos Street to Washington Street, for a portion of 911 E 62nd Ave, located in the Northeast Quarter of Section 9, Township 3 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado.

NOW, THEREFORE, BE IT RESOLVED, that the Adams County Planning Commission recommends to the Board of County Commissioners that said Warranty Deed from 909W62AVE, LLC be accepted by the Board of County Commissioners.

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

I, John F. DePriest, Chairperson/Acting Chairperson of the Adams County Planning Commission do hereby certify that the annexed foregoing resolution is a true and correct record of the proceedings of the Adams County Planning Commission.



Chairperson/Acting Chairperson
Adams County Planning Commission



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: November 29, 2022
SUBJECT/TITLE: Resolution Accepting a Warranty Deed Conveying Property from 777W62, LLC State to Adams County for Right-of-Way Purposes
FROM: Marissa Hillje
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON:
RECOMMENDED ACTION: That the Board of County Commissioners approve a resolution for accepting a Warranty Deed for the acquisition of property needed for road right-of-way.

BACKGROUND:

Adams County is in the process of acquiring right-of-way and temporary construction easements along 62nd Avenue from Pecos Street to Washington Street for the 62nd Avenue Roadway and Drainage Improvements Project. 777W62, LLC has executed a Warranty Deed to Adams County for right-of-way purposes. The property is located in the Northwest Quarter of Section 10, Township 3 South, Range 68 West of the 6th Principal Meridian. The Warranty Deed will convey property needed for the 62nd Avenue project.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

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

ATTACHED DOCUMENTS:

Warranty Deed Draft resolution Planning Commission Resolution

FISCAL IMPACT:

No

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION ACCEPTING A WARRANTY DEED CONVEYING PROPERTY
FROM 777W62, LLC TO ADAMS COUNTY FOR RIGHT-OF-WAY PURPOSES

WHEREAS, Adams County is in the process of acquiring right-of-way for the 62nd Avenue Roadway and Drainage Improvements Project- 62nd Avenue from Pecos Street to Washington Street (“Project”); and,

WHEREAS, the right-of-way parcel is from property located in the Northwest Quarter of Section 10, Township 3 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado and is owned by 777W62, LLC (“Parcel 10”); and,

WHEREAS, Adams County requires ownership of the Parcel 10 for construction of the Project; and,

WHEREAS, 777W62, LLC has executed a Warranty Deed to convey Parcel 10 for road right-of-way purposes for 62nd Avenue that complies with County standards and will benefit the citizens of Adams County; and,

WHEREAS, at a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton on Thursday the 27th day of October 2022, the Planning Commission recommended that the Board of County Commissioners accept said Warranty Deed.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Warranty Deed from 777W62, LLC, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.

NO DOC FEE
REQUIRED

Adams Co.
is exempt

WARRANTY DEED

THIS DEED, dated this 8th day of August, 2022, between 777W62 LLC, a Colorado limited liability company, whose address is 777 W 62nd Avenue, Denver, CO 80216, grantor(s), and the COUNTY OF ADAMS, State of Colorado, whose legal address is 4430 South Adams County Parkway, Brighton, Colorado 80601 of the said County of Adams and State of Colorado, grantee(s):

WITNESS, that the grantor(s), for and in consideration of the sum of \$147,540.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents doth grant, bargain, sell, convey and confirm, unto the grantee(s), its successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the said County of Adams, State of Colorado, described as follows:

Legal description as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.
Also known by street and number as: a part of 777 W 62nd Avenue, Denver, CO 80216
Assessor's schedule or parcel number: a portion of 0182510201007

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee(s), its successors and assigns forever. The grantor(s), for itself, its successors and assigns, do covenant, grant, bargain and agree to and with the grantee(s), its successors and assigns, that at the time of the ensealing and delivery of these presents, it is well seized of the premises above conveyed, have good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except interests of record.

The grantor(s) shall and will **WARRANT AND FOREVER DEFEND** the above bargained premises in the quiet and peaceable possession of the grantee(s), its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

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

OWNER: 777W62 LLC, a Colorado limited liability company

Mark Bellio
By: Mark Bellio
Its: Member

STATE OF COLORADO
CITY AND COUNTY OF DENVER

The foregoing instrument was acknowledged before me this 8th day of August, 2022, by Mark Bellio as Member of 777W62 LLC, a Colorado limited liability company.

Witness my hand and official seal. SPENCER
My commission expires: Notary Public
State of Colorado
Notary ID # 19994030370
My Commission Expires 11-02-2022

Michael Spencer
Notary Public

EXHIBIT A (1 OF 3)
RW10
Adams County Project #IMP2020-00016
62nd Avenue-Pecos Street to Washington Street

A parcel of land, being part of Lot 1, Block 1, Midwest Hauler's-Global Subdivision, recorded November 16, 2000 as Reception No. C0732704 of the records of the Adams County Clerk and Recorder, located in the Northwest Quarter (NW1/4) of Section Ten (10), Township Three South (T.3S.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Adams, State of Colorado, and being more particularly described as follows:

COMMENCING at the North Sixteenth (N1/16) corner between said Section 10 and Section Nine (9), (T.3S.), (R.68W.), and assuming the South line of the Northwest Quarter of the Northwest Quarter (NW1/4 NW1/4) of said Section 10, being monumentalized by a 2 3/8" diameter pipe with a 3 1/4" diameter aluminum cap stamped "LS23881" at the West end and by a #5 rebar with a 3 1/4" diameter aluminum cap stamped "LS9489, 2002" in a monument box at the East end, as bearing North 89°36'29" East, being a Grid Bearing of the Colorado State Plane Coordinate System, Central Zone, North American Datum 1983/2011, a distance of 1322.71 feet, with all other bearings contained herein relative thereto;

THENCE North 89°36'29" East along the South line of the Northwest Quarter of the Northwest Quarter (NW1/4 NW1/4) of said Section 10 a distance of 464.16 feet to the intersection with the Southerly extension of the East line of said Lot 1;

THENCE North 02°30'18" West along said Southerly extension a distance of 20.01 feet to the Southeast corner of said Lot 1, said point being the **POINT OF BEGINNING**;

The following Three (3) courses and distances are along the Southerly and Southwesterly lines of said Lot 1:

THENCE South 89°36'29" West a distance of 132.36 feet;

THENCE North 71°26'09" West a distance of 140.20 feet;

THENCE North 31°26'47" West a distance of 15.56 feet to a point being Ten (10) feet, as measured at a right angle, Northeasterly of a Southwesterly line of said Lot 1;

THENCE South 71°26'09" East along a line being Ten (10) feet, as measured at a right angle, Northeasterly of and parallel with said Southwesterly line of said Lot 1 a distance of 119.67 feet to a point being Twenty (20) feet, as measured at a right angle, North of the Westerly extension of the South line of said Lot 1;



**EXHIBIT A (2 OF 3)
RW10**

**Adams County Project #IMP2020-00016
62nd Avenue-Pecos Street to Washington Street**

THENCE North 89°36'29" East along a line being Twenty (20) feet, as measured at a right angle,
North of and parallel with said Westerly extension and with said South line of said Lot 1 a distance
of 159.07 feet to the East line of said Lot 1;
THENCE South 02°30'18" East along the East line of said Lot 1 a distance of 20.01 feet to the
POINT OF BEGINNING.

Said described parcel of land contains 4,214 sq. ft. or 0.097 acre, more or less (±), and may be
subject to any rights-of-way or other easements of record or as now existing on said described
parcel of land.

SURVEYORS STATEMENT

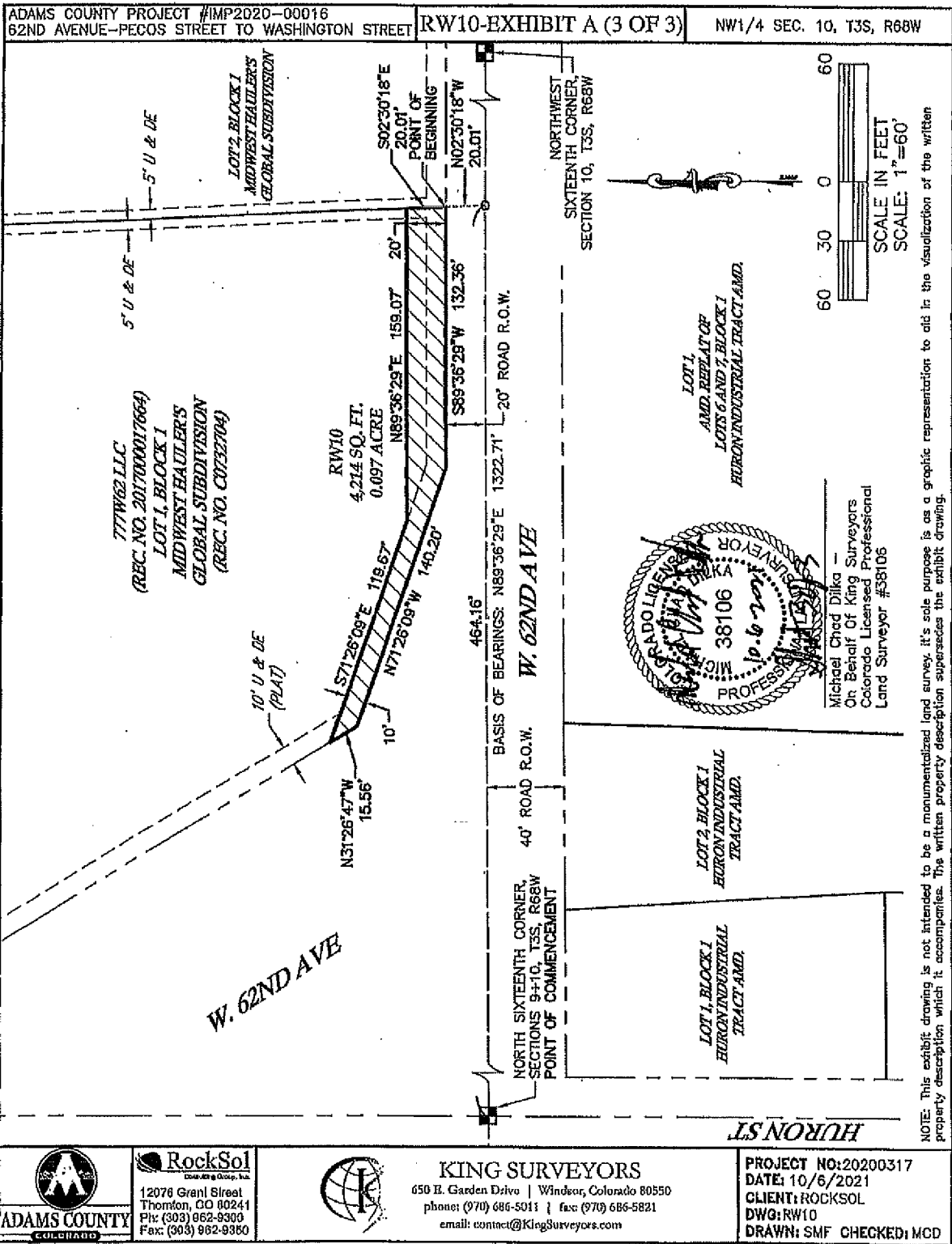
I, Michael Chad Dilka, a Colorado Licensed Professional Land Surveyor do hereby state that this
Property Description was prepared under my personal supervision and checking and that it is true
and correct to the best of my knowledge and belief.



Michael Chad Dilka - on behalf of King Surveyors
Colorado Licensed Professional Land Surveyor #38106

KING SURVEYORS
650 East Garden Drive
Windsor, CO 80550
(970) 686-5011

JN: 20200317



ADAMS COUNTY
 COLORADO

RockSol
 12076 Grant Street
 Thornton, CO 80241
 P: (303) 962-9300
 Fax: (303) 962-9350

KING SURVEYORS
 650 E. Garden Drive | Windsor, Colorado 80550
 phone: (970) 686-5013 | fax: (970) 686-5821
 email: contact@KingSurveyors.com

PROJECT NO: 20200317
 DATE: 10/6/2021
 CLIENT: ROCKSOL
 DWG: RW10
 DRAWN: SMF CHECKED: MCD

PLANNING COMMISSION FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION RECOMMENDING ACCEPTANCE OF A WARRANTY DEED FROM
777W62, LLC TO ADAMS COUNTY FOR RIGHT-OF-WAY PURPOSES

At the regular meeting for the Planning Commission for Adams County, Colorado, held at County Government Center in Brighton on Thursday the 27th day of October 2022, the following proceedings and others were had and done, to wit:

WHEREAS, the Adams County Planning Commission has considered the advisability of acceptance by the Board of County Commissioners of a Warranty Deed from 777W62, LLC for right-of-way purposes on the following described land to wit:

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

WHEREAS, this Warranty Deed is in conjunction with the 62nd Avenue Capital Improvement Program Project – 62nd Avenue from Pecos Street to Washington Street, for a portion of 777 W 62nd Avenue, located in the Northwest Quarter of Section 10, Township 3 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado.

NOW, THEREFORE, BE IT RESOLVED, that the Adams County Planning Commission recommends to the Board of County Commissioners that said Warranty Deed from 777W62, LLC be accepted by the Board of County Commissioners.

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

I, John F. Dupiest, Chairperson/Acting Chairperson of the Adams County Planning Commission do hereby certify that the annexed foregoing resolution is a true and correct record of the proceedings of the Adams County Planning Commission.



Chairperson/Acting Chairperson
Adams County Planning Commission



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: November 29, 2022
SUBJECT/TITLE: Resolution for Final Acceptance of the Public Improvements Constructed at the North Side Gardens Center Land Subdivision, 7280 Gilpin Way, (Case No.'s PRC2019- 00008, EGR2019-00028, SUB2020-00005, UTL2020-00146, UTL2020-00147, TVM2020-00005, SIA2019-00016, CSI2020-00006)
FROM: Brian Staley
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON:
RECOMMENDED ACTION: That the Board of County Commissioners approve a resolution granting Final Acceptance of the public improvements constructed at the North Side Gardens Center Land Subdivision, 7280 Gilpin Way, (Case No.'s PRC2019- 00008, EGR2019-00028, SUB2020-00005, UTL2020-00146, UTL2020-00147, TVM2020-00005, SIA2019-00016, CSI2020-00006).

BACKGROUND:

The North Side Gardens Center Land Subdivision is located at 7280 Gilpin Way in unincorporated Adams County as indicated by the attached map (Exhibit A). The public improvements for the North Side Gardens Center Land Subdivision were granted Preliminary Acceptance on November 5th, 2021. As outlined in the Development Improvements Agreement attached to resolution number 2020-226, approved on April 14th, 2020, all improvements have satisfactorily completed the guarantee period. The Performance Bond, Bond No. 40K004989, that has been placed as collateral, will need to be released as part of this Final Acceptance.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Public Works Department
Adams County Community and Economic Development Department
Adams County Attorney's Office

ATTACHED DOCUMENTS:

Exhibit A

FISCAL IMPACT:

No

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION FOR FINAL ACCEPTANCE OF THE PUBLIC IMPROVEMENTS
CONSTRUCTED AT THE North Side Gardens Center Land Subdivision, 7280 Gilpin Way,
(Case No.'s PRC2019- 00008, EGR2019-00028, SUB2020-00005, UTL2020-00146, UTL2020-
00147, TVM2020-00005, SIA2019-00016, CSI2020-00006).

WHEREAS, the required public street improvements have been constructed at the North Side Gardens Center Land Subdivision, 7280 Gilpin Way, (Case No.'s PRC2019- 00008, EGR2019-00028, SUB2020-00005, UTL2020-00146, UTL2020-00147, TVM2020-00005, SIA2019-00016, CSI2020-00006), in accordance with the approved construction drawings; and,

WHEREAS, in accordance with the provisions of the Adams County Development Standards and Regulations, the public improvements have satisfactorily completed the guaranty period; and,

WHEREAS, in accordance with the Adams County Development Standards and Regulations, the Adams County Public Works Department has inspected the public improvements for Final Acceptance; and,

WHEREAS, the Adams County Public Works Department recommends Final Acceptance of the public improvements constructed at North Side Gardens Center Land Subdivision; and,

WHEREAS, in accordance with the Adams County Development Standards and Regulations, and the Development Improvements Agreement as approved by resolution number 2020-226, all improvements have satisfactorily completed the guaranty period. The Performance Bond No. 40K004989 that has been placed as collateral, will need to be released as part of this Final Acceptance.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the public improvements constructed at North Side Gardens Center Land Subdivision, 7280 Gilpin Way, be and hereby are accepted and approved in accordance with the provisions of the Adams County Development Standards and Regulations.

BE IT FURTHER RESOLVED, that the Board of County Commissioners hereby authorizes the release of the posted collateral, as noted in The Performance Bond No. 40K004989, as part of this Final Acceptance.

BE IT FURTHER RESOLVED, that the Chair of the Board of County Commissioners is hereby authorized to execute said Final Acceptance and any attending documents on behalf of Adams County.



North Side Gardens Center Land Subdivision, 1900 E. 73rd Ave.



Legend

- Address
- Highways
 - Interstate
 - Highway
 - Tollway
- Streets
 - Streets
 - Ramp
- Building
- County Parks and Open Space
- Small Lakes
- Major Lakes
- Rivers
 - Canal
 - Ditch
 - Primary Creek
 - River
 - Secondary Creek
 - Stream
- Parcels
- County Boundary

1: 2,500



0.1 0 0.04 0.1 Miles

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

PRC2019-00008, PLT2019-00022, RCU2019-00045, EGR2019-00028, SUB2020-00005, SIA2019-00016, UTL2021-00260, CSI2020-00006



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: November 29, 2022
SUBJECT/TITLE: Resolution Approving Abatement Petitions and Authorizing the Refund of Taxes for Account Numbers P0037754, P0037152, P0037785, R0192382, R0169133, and R0197962
FROM: Christina Pozuelos
AGENCY/DEPARTMENT: County Attorney's Office
HEARD AT STUDY SESSION ON:
RECOMMENDED ACTION: That the Board of County Commissioners approves the recommendations of the Assessor's Office for the attached abatement petitions.

BACKGROUND:

The Assessor's Office reviewed the attached abatement petitions concerning tax years 2019, 2020 and 2021 and has agreed to the abated values for the respective accounts. The findings and recommendations of the Assessor's Office are attached hereto for approval and adoption.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Assessor's Office

ATTACHED DOCUMENTS:

Resolution
Summary Findings and Recommendations of the Assessor's Office

FISCAL IMPACT:

No

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING ABATEMENT PETITIONS AND AUTHORIZING THE
REFUND OF TAXES FOR ACCOUNT NUMBERS P0037754, P0037152, P0037785,
R0192382, R0169133, and R0197962

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

WHEREAS, the attached petitions for account numbers P0037754, P0037152, P0037785, R0192382, R0169133, and R0197962 have been processed, reviewed and approved by the Adams County Assessor's Office; and,

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

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

WHEREAS, for account numbers R0169133 and R0197962, approval by the Board of County Commissioners shall be forwarded as a recommendation to the Colorado Property Tax Administrator for review and approval as required by C.R.S. §§ 39-1-113(3) and 39-2-116.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the abatement petitions for account numbers P0037754, P0037152, P0037785, and R0192382 are hereby approved.

BE IT FURTHER RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the resolution approving the petition for account numbers R0169133 and R0197962 be forwarded, for review, to the Colorado Property Tax Administrator to approve the abatement petition for the Property.

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

Account No : P0037754
 Petition Year : 2020 Date Filed : October 19, 2022
 Owner Entity : Zayo Group LLC
 Owner Address : 1401 Wynkoop-St Ste 500
 Owner City : Denver State : CO
 Property Location : 20901 E 32nd Pkwy

TYPE	OCC CODE	PETITIONER'S REQUESTED VALUES		ASSESSOR'S ASSIGNED VALUES		ORIGINAL TAX WARRANT		
		Actual Value	Assessed Value	Actual Value	Assessed Value			
REAL	100	L:	\$0	\$0	\$60,537	\$17,560	A. Ratio	29.00%
		I:	\$0	\$0	\$0	\$0	Mill Levy	143.007
TOTALS :			\$0	\$0	\$60,537	\$17,560	Original Tax	\$2,511.20

Tax Exempt Portion
0%

Petitioner's Statement :

Zayo Group LLC is State assessed and should not have been locally assessed.

Assessor's Report

Situation :

Action :

Recommendation :

ASSESSOR'S RECOMMENDED ADJUSTMENT

TYPE	OCC CODE	ASSESSOR'S ASSIGNED VALUE		RECOMMENDED VALUE		REVISED TAX WARRANT		
		Actual Value	Assessed Value	Actual Value	Assessed Value			
REAL	100	L:	\$60,537	\$17,560	\$0	\$0	Tax Refund	\$2,511.20
		I:	\$0	\$0	\$0	\$0	Revised Tax	
TOTALS :			\$60,537	\$17,560	\$0	\$0		\$0.00

Loren Morrow

October 19, 2022

Appraiser

Date

6.E

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: Adams

Date Received 10/20/2022
(Use Assessor's or Commissioners' Date Stamp)

Section I: Petitioner, please complete Section I only.

Date: 10/19/2022
Month Day Year

Completed by the County Assessor's Office on behalf of the taxpayer.

Petitioner's Name: Zayo Group LLC

Petitioner's Mailing Address: C/O Property Tax Dept

1401 Wynkoop St Ste 500 Denver CO
City or Town State Zip Code

Table with 2 columns: SCHEDULE OR PARCEL NUMBER(S) and PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY. Row 1: P0037754, 20901 E 32nd Pkwy

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for property tax year(s) 2020 and 2021 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error or overvaluation. Attach additional sheets if necessary.)

Zayo Group, LLC is designated a State Assessed telephone company (TL224) and, as such, annually reports to, and is assessed by, the State of Colorado Division of Property Taxation for its assets and operations in Colorado.

Petitioner's estimate of value: \$ 0.00 (2020) and \$ 0.00 (2021)
Value Year Value Year

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

Jaren Morrow Petitioner's Signature Daytime Phone Number (720) 523-6739

By Agent's Signature* E-Mail Address lmorrow@adcogov.org

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

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

Section II: Assessor's Recommendation (For Assessor's Use Only)
Table with columns: Tax Year, Actual, Assessed, Tax. Rows: Original, Corrected, Abate/Refund.
Assessor recommends approval as outlined above.
Assessor recommends denial for the following reason(s):

6.E

FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY

(Section III or Section IV must be completed)

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

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

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

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

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

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

Petitioner's Signature

Date

Assessor's or Deputy Assessor's Signature

Date

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

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

Month Day Year

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

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

Name

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

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

Chairperson of the Board of County Commissioners' Signature

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

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

this _____ day of _____, _____

Month Year

County Clerk's or Deputy County Clerk's Signature

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

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

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

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

Secretary's Signature

Property Tax Administrator's Signature

Date

Loren Morrow

From: David Schmitz <david.schmitz@zayo.com>
Sent: October 19, 2022 8:32 AM
To: Loren Morrow
Subject: Fwd: Personal Property Tax P0037764 20901 E 32nd Pkwy, Aurora, CO
Attachments: image001.jpg; Special NOV 2022 P0037764.pdf; DS056 Declaration Schedule 2022.pdf

You don't often get email from david.schmitz@zayo.com. [Learn why this is important](#)
 Please be cautious: This email was sent from outside Adams County

Ms. Morrow,

Zayo Group, LLC is designated a **State Assessed** telephone company (TL224) and, as such, annually reports to, and is assessed by, the State of Colorado Division of Property Taxation for its assets *and* operations in Colorado.

Adams County receives a significant apportionment of the resulting assessment:

STATE OF COLORADO
 DIVISION OF PROPERTY TAXATION
 FINAL NOTICE OF VALUATION AND
 COUNTY APPORTIONMENT OF ASSESSED VALUE
 AUGUST 1, 2022

Company Name: Zayo Group, LLC
File Number: TL224

County Name	Total Assessed Value	Total Actual Value	5.5% Limit Assessed Value	Tabor Growth Actual Value	County Name
ADAMS	\$ 2,688,900	\$ 9,272,100	\$ -	\$ -	ADAMS
ALAMOSA	\$ 11,300	\$ 39,000	\$ -	\$ -	ALAMOSA

It is therefore imperative the attached Adams County's "assumed" assessment be promptly abated and the account P0037754 be closed to avoid duplicate assessment. The assertion the company is required to file a County BPP declaration is incorrect.

Please reply with confirmation of this request.

Additionally, the incorrect address is listed on the notice. The correct mailing address is:

**Zayo Group, LLC
 Property Tax Dept.
 1401 Wynkoop St., Ste 500
 Denver, CO 80202**

Thank you.

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

Account No : P0037754
 Petition Year : 2021 Date Filed : October 19, 2022
 Owner Entity : Zayo Group LLC
 Owner Address : 1401 Wynkoop St Ste 500
 Owner City : Denver State : CO
 Property Location : 20901 E 32nd Pkwy

TYPE	OCC CODE	PETITIONER'S REQUESTED VALUES		ASSESSOR'S ASSIGNED VALUES		ORIGINAL TAX WARRANT		
		Actual Value	Assessed Value	Actual Value	Assessed Value			
REAL	100	L:	\$0	\$0	\$58,764	\$17,040	A. Ratio	29.00%
		I:	\$0	\$0	\$0	\$0	Mill Levy	137.560
TOTALS :			\$0	\$0	\$58,764	\$17,040	Original Tax	\$2,344.02

Tax Exempt Portion
0%

Petitioner's Statement :

Zayo Group LLC is State assessed and should not have been locally assessed.

Assessor's Report

Situation :

Action :

Recommendation :

ASSESSOR'S RECOMMENDED ADJUSTMENT

TYPE	OCC CODE	ASSESSOR'S ASSIGNED VALUE		RECOMMENDED VALUE		REVISED TAX WARRANT		
		Actual Value	Assessed Value	Actual Value	Assessed Value			
REAL	100	L:	\$58,764	\$17,040	\$0	\$0	Tax Refund	\$2,344.02
		I:	\$0	\$0	\$0	\$0	Revised Tax	\$0.00
TOTALS :			\$58,764	\$17,040	\$0	\$0		\$0.00

Loren Morrow

October 19, 2022

Appraiser

Date

6.E

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: Adams

Date Received 10/20/2022
(Use Assessor's or Commissioners' Date Stamp)

Section I: Petitioner, please complete Section I only.

Date: 10/19/2022
Month Day Year

Completed by the County Assessor's Office on behalf of the taxpayer.

Petitioner's Name: Zayo Group LLC

Petitioner's Mailing Address: C/O Property Tax Dept

1401 Wynkoop St Ste 500 Denver CO
City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S) PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
P0037754 20901 E 32nd Pkwy

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for property tax year(s) 2020 and 2021 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error or overvaluation. Attach additional sheets if necessary.)

Zayo Group, LLC is designated a State Assessed telephone company (TL224) and, as such, annually reports to, and is assessed by, the State of Colorado Division of Property Taxation for its assets and operations in Colorado.

Petitioner's estimate of value: \$ 0.00 (2020) and \$ 0.00 (2021)
Value Year Value Year

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

Jaren Morrow Daytime Phone Number (720) 523-6739
Petitioner's Signature

By _____ E-Mail Address lmorrow@adcogov.org
Agent's Signature*

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

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

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

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

Assessor recommends approval as outlined above.

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

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

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

Assessor recommends denial for the following reason(s):

Assessor's or Deputy Assessor's Signature

FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY

(Section III or Section IV must be completed)

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

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

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

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

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

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

Petitioner's Signature

Date

Assessor's or Deputy Assessor's Signature

Date

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

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

Month Day Year

Name

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

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

Name

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

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

Chairperson of the Board of County Commissioners' Signature

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

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

this _____ day of _____, _____

Month Year

County Clerk's or Deputy County Clerk's Signature

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

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

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

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

Secretary's Signature

Property Tax Administrator's Signature

Date

Loren Morrow

From: David Schmitz <david.schmitz@zayo.com>
Sent: October 19, 2022 8:32 AM
To: Loren Morrow
Subject: Fwd: Personal Property Tax P0037764 20901 E 32nd Pkwy, Aurora, CO
Attachments: image001.jpg; Special NOV 2022 P0037764.pdf; DS056 Declaration Schedule 2022.pdf

You don't often get email from david.schmitz@zayo.com. [Learn why this is important](#)

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

Ms. Morrow,

Zayo Group, LLC is designated a **State Assessed** telephone company (TL224) and, as such, annually reports to, and is assessed by, the State of Colorado Division of Property Taxation for its assets *and* operations in Colorado.

Adams County receives a significant apportionment of the resulting assessment:

STATE OF COLORADO
 DIVISION OF PROPERTY TAXATION
 FINAL NOTICE OF VALUATION AND
 COUNTY APPORTIONMENT OF ASSESSED VALUE
 AUGUST 1, 2022

Company Name: Zayo Group, LLC
 File Number: TL224

County Name	Total Assessed Value	Total Actual Value	5.5% Limit Assessed Value	Tabor Growth Actual Value	County Name
ADAMS	\$ 2,688,900	\$ 9,272,100	\$ -	\$ -	ADAMS
ALAMOSA	\$ 11,300	\$ 39,000	\$ -	\$ -	ALAMOSA

It is therefore imperative the attached Adams County's "assumed" assessment be promptly abated and the account P0037754 be closed to avoid duplicate assessment. The assertion the company is required to file a County BPP declaration is incorrect.

Please reply with confirmation of this request.

Additionally, the incorrect address is listed on the notice. The correct mailing address is:

Zayo Group, LLC
Property Tax Dept.
1401 Wynkoop St., Ste 500
Denver, CO 80202

Thank you.

Ken Musso
Assessor



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

COUNTY BOARD OF EQUALIZATION

STIPULATION (As to Tax Year(s) 2021 Actual Value(s))

1. The Schedule Number attributed to this this Stipulation is:
Schedule Number: P0037785
2. The subject of this stipulation is classified as Personal Property.
3. The County Assessor originally assigned the following actual value to the Personal Property for tax year(s) 2021 :

Personal Property Value Assigned: \$135,550

4. The Adams County Assessor has reviewed this file and agrees to make the following adjustment to the valuation for the Personal Property for tax year(s) 2021 :

Personal Property Value Stipulated: \$0

5. By entering into this agreement, the Petitioner understands that they are giving up rights to further appeal of the value of the Personal Property for tax year(s) 2021 .

DATED this: August 25, 2022

William H. Steen
Petitioner's Representative
ZB Express, Inc
DBA- Concrete Curing Technology
6125 E. 56th Ave, Unit #11
Commerce City, CO 80022

Loren Morrow
Assessor Representative
Adams County Assessor's Office
Digitally signed by
Loren Morrow
Date: 2022.08.25
11:18:18 -06'00'

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

Account No : P0037785
 Petition Year : 2021 Date Filed : August 25, 2022
 Owner Entity : CONCRETE CURING TECHNOLOGY
 Owner Address : 6125 E 56TH AVE STE H
 Owner City : COMMERCE CITY State : CO
 Property Location : 6125 E 56TH AVE STE H

TYPE	OCC CODE	PETITIONER'S REQUESTED VALUES		ASSESSOR'S ASSIGNED VALUES		ORIGINAL TAX WARRANT	
		Actual Value	Assessed Value	Actual Value	Assessed Value		
REAL	100	L: \$0	\$0	\$135,550	\$39,310	A. Ratio	29.00%
		I: \$0	\$0	\$0	\$0	Mill Levy	88.623
TOTALS :		\$0	\$0	\$135,550	\$39,310	Original Tax	\$3,483.77

Tax Exempt Portion
0%

Petitioner's Statement :

Assessor's Report

Situation :

Errors on the part of the Assessor's Office. Actual value would have been under \$50,000.00. Taxpayer was not required to file for 2021.

Action :

Recommendation :

\$0.00 value for 2021 appears appropriate.

ASSESSOR'S RECOMMENDED ADJUSTMENT

TYPE	OCC CODE	ASSESSOR'S ASSIGNED VALUE		RECOMMENDED VALUE		REVISED TAX WARRANT	
		Actual Value	Assessed Value	Actual Value	Assessed Value		
REAL	100	L: \$135,550	\$39,310	\$0	\$0	Tax Refund	\$3,483.77
		I: \$0	\$0	\$0	\$0	Revised Tax	
TOTALS :		\$135,550	\$39,310	\$0	\$0		\$0.00

Loren Morrow

Appraiser

August 25, 2022

Date

PETITION FOR ABATEMENT OR REFUND OF TAXES **RECEIVED**

County: Adams

Date Received NOV 08 2022
(Use Assessor's or Commissioners' Date Stamp)

Section I: Petitioner, please complete Section I only.

Date: 08/25/2022
Month Day Year

**OFFICE OF THE
ADAMS COUNTY ASSESSOR**

Petitioner's Name: CONCRETE CURING TECHNOLOGY C/O PROPERTY TAX DEPT

Petitioner's Mailing Address: 6125 E 56TH AVE STE H

COMMERCE CITY CO 80022-3900
City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
<u>P0037785</u>	<u>6125 E 56TH AVE STE H</u>

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year 2021 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

BIA not valid as taxpayer value under \$50,000.00. Not required to file.

Petitioner's estimate of value: \$ 0.00 (2021)
Value Year

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

William W. Stevens
Petitioner's Signature

Daytime Phone Number: (970) 567-7717

Email: Office@concretecuringtec.com

By _____
Agent's Signature*

Daytime Phone Number (_____) _____

Printed Name: TT

Email _____

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

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

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

Tax Year _____

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

Assessor recommends approval as outlined above.

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

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

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

Assessor's or Deputy Assessor's Signature

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

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

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

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

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

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

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

Petitioner's Signature

Date

Assessor's or Deputy Assessor's Signature

Date

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

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

Month Day Year

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

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

Chairperson of the Board of County Commissioners' Signature

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

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

Month Year

County Clerk's or Deputy County Clerk's Signature

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

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

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

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

Secretary's Signature

Property Tax Administrator's Signature

Date

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

Account No : P0037152
 Petition Year : 2019 Date Filed : October 24, 2022
 Owner Entity : STARBUCKS COFFEE CO NO 50756
 Owner Address : PO BOX 34442
 Owner City : SEATTLE State : CO
 Property Location : 5202 FEDERAL BLVD

TYPE	OCC CODE	PETITIONER'S REQUESTED VALUES		ASSESSOR'S ASSIGNED VALUES		ORIGINAL TAX WARRANT		
		Actual Value	Assessed Value	Actual Value	Assessed Value			
REAL	100	L:	\$0	\$0	\$256,265	\$74,320	A. Ratio	29.00%
		I:	\$0	\$0	\$0	\$0	Mill Levy	122.695
TOTALS :			\$0	\$0	\$256,265	\$74,320	Original Tax	\$9,118.69

Tax Exempt Portion
0%

Petitioner's Statement :

Inappropriately assessed. Not in Adams County. Assessor's office error.

Assessor's Report

Situation :

Action :

Recommendation :

ASSESSOR'S RECOMMENDED ADJUSTMENT

TYPE	OCC CODE	ASSESSOR'S ASSIGNED VALUE		RECOMMENDED VALUE		REVISED TAX WARRANT		
		Actual Value	Assessed Value	Actual Value	Assessed Value			
REAL	100	L:	\$256,265	\$74,320	\$0	\$0	Tax Refund	\$9,118.69
		I:	\$0	\$0	\$0	\$0	Revised Tax	
TOTALS :			\$256,265	\$74,320	\$0	\$0		\$0.00

Loren Morrow

Appraiser

October 24, 2022

Date

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: Adams

Date Received 10/24/2022 (Use Assessor's or Commissioners' Date Stamp)

Section I: Petitioner, please complete Section I only.

Completed & signed by the Assessor's office on behalf of the taxpayer. Assessor's Office error.

Date: 10/24/2022 (Month Day Year)

Petitioner's Name: STARBUCKS COFFEE CO NO 50756
Petitioner's Mailing Address: PO BOX 34442
SEATTLE WA 98124
City or Town State Zip Code

Table with 2 columns: SCHEDULE OR PARCEL NUMBER(S) and PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY. Row 1: P0037152, 5202 FEDERAL BLVD

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

Inappropriately assessed. Not in Adams County.

Petitioner's estimate of value: \$ 0.00 (2019) Value Year

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

Signature: Loren Morrow, Daytime Phone Number (720) 523-6739, Email lmorrow@adcogov.org

By: Agent's Signature*, Daytime Phone Number ()

Printed Name: Email

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

Section II: Assessor's Recommendation (For Assessor's Use Only). Table with columns: Actual, Assessed, Tax. Includes checkboxes for Assessor recommends approval as outlined above and Assessor recommends denial for the following reason(s). Signature line for Assessor's or Deputy Assessor's Signature.

FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY

(Section III or Section IV must be completed)

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

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

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

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

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

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

Petitioner's Signature Date

Assessor's or Deputy Assessor's Signature Date

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

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

Month Day Year

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

Year	Assessed Value	Taxes Abate/Refund
_____	_____	_____

Chairperson of the Board of County Commissioners' Signature

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

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

County Clerk's or Deputy County Clerk's Signature

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

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

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

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

Secretary's Signature Property Tax Administrator's Signature Date

Ken Musso
Assessor



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

BOARD OF COUNTY COMMISSIONERS

STIPULATION (As to Tax Year(s) 2021 Actual Value(s))

1. The property subject to this Stipulation is:
Schedule No. (S): R0192382 Parcel N0.(S) 1571-18-4-26-005

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

3. The County Assessor originally assigned the following actual value to the subject property for tax year(s) 2021 :

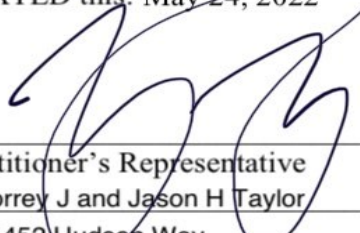
Land	\$63,180
Improvements	\$414,662
Total	\$477,842

4. The Adams County Assessor has reviewed this file and agrees to make the following adjustment to the valuation for the subject property for tax year(s) 2021 :

Land	\$63,180
Improvements	\$0
Total	\$63,180

5. By entering into this agreement, the Petitioner understands that they are giving up rights to further appeal of the value of this property for tax year(s) 2021.

DATED this: May 24, 2022



Petitioner's Representative
Torrey J and Jason H Taylor

14452 Hudson Way

Thornton Co 80602

Jeff
Maldonado
Digitally signed by Jeff Maldonado
DN: cn=Jeff Maldonado, o, ou,
email=jemaldonado@adcogov.org,
c=US
Date: 2022.05.24 10:09:05 -0600

Assessor Representative
Adams County Assessor's Office

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

Account No : R192382 Parcel No : 1571-18-4-26-005
 Petition Year : 2021 Date Filed : November 2, 2022

Owner Entity : Torrey J and Jason H Taylor
 Owner Address : 14452 Hudson Way
 Owner City : Thornton

State : Co
 Property Location : WILLOW BEND SUBD BLK 14 LOT 10

TYPE	OCC CODE	PETITIONER'S REQUESTED VALUES		ASSESSOR'S ASSIGNED VALUES		ORIGINAL TAX WARRANT	
		Actual Value	Assessed Value	Actual Value	Assessed Value		
REAL	100	L: [REDACTED]	[REDACTED]	L: \$100,000	\$7,150	A. Ratio	7.15%
		I: [REDACTED]	[REDACTED]	I: \$377,842	\$27,020	Mill Levy	152.498
TOTALS :		\$63,180	\$4,520	\$477,842	\$34,170	Original Tax	\$5,211

Tax Exempt Portion
0%

Petitioner's Statement :

Property was vacant land Jan 1 2021.

Assessor's Report

Situation :

House inadvertently added for 2021.

Action :

Remove imp for 2021 change to vacant land valuation.

Recommendation :

Upon further review, a reduction in value appears warranted.

ASSESSOR'S RECOMMENDED ADJUSTMENT

TYPE	OCC CODE	ASSESSOR'S ASSIGNED VALUE		RECOMMENDED VALUE		REVISED TAX WARRANT
		Actual Value	Assessed Value	Actual Value	Assessed Value	
REAL	100	L: \$100,000	\$7,150	L: \$63,180	\$4,520	Tax Refund \$4,521.57
		I: \$377,842	\$27,020	I: \$0	\$0	Revised Tax
TOTALS :		\$477,842	\$34,170	\$63,180	\$4,520	\$689.29

Jeff Maldonado
Appraiser

November 3, 2022
Date

Appraiser

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: Adams

Date Received **RECEIVED**
(Use Assessor's or Commissioner's Date Stamp)

Section I: Petitioner, please complete Section I only.

Date: 11 02 2022
Month Day Year

NOV 02 2022

Petitioner's Name: Torrey Taylor OFFICE OF THE ADAMS COUNTY ASSESSOR

Petitioner's Mailing Address: 14452 Hudson Way
Thornton CO 80602
City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
<u>R192382</u>	<u>14452 Hudson Way</u>

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year 2021 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

House not completed until midyear 2021
Vacant land on 11/1/2021

Petitioner's estimate of value: \$ 63,180 (2021)
Value Year

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

Torrey Taylor
Petitioner's Signature Daytime Phone Number (801) 636 4496
Email _____

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

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

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

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

Tax Year _____

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

Assessor recommends approval as outlined above.

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

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

Assessor recommends denial for the following reason(s):

Assessor's or Deputy Assessor's Signature

6.E

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

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

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

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

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

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

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

Petitioner's Signature Date

Assessor's or Deputy Assessor's Signature Date

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

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

Month Day Year

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

Year	Assessed Value	Taxes Abate/Refund
_____	_____	_____

Chairperson of the Board of County Commissioners' Signature

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

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

County Clerk's or Deputy County Clerk's Signature

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

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

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

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

Secretary's Signature Property Tax Administrator's Signature Date

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

Account No : P0037152
 Petition Year : 2020 Date Filed : October 24, 2022
 Owner Entity : STARBUCKS COFFEE CO NO 50756
 Owner Address : PO BOX 34442
 Owner City : SEATTLE State : CO
 Property Location : 5202 FEDERAL BLVD

TYPE	OCC CODE	PETITIONER'S REQUESTED VALUES		ASSESSOR'S ASSIGNED VALUES		ORIGINAL TAX WARRANT		
		Actual Value	Assessed Value	Actual Value	Assessed Value			
REAL	100	L:	\$0	\$0	\$231,686	\$67,190	A. Ratio	29.00%
		I:	\$0	\$0	\$0	\$0	Mill Levy	123.003
TOTALS :			\$0	\$0	\$231,686	\$67,190	Original Tax	\$8,264.57

Tax Exempt Portion
0%

Petitioner's Statement :

Inappropriately assessed. Not in Adams County. Assessor's office error.

Assessor's Report

Situation :

Action :

Recommendation :

ASSESSOR'S RECOMMENDED ADJUSTMENT

TYPE	OCC CODE	ASSESSOR'S ASSIGNED VALUE		RECOMMENDED VALUE		REVISED TAX WARRANT		
		Actual Value	Assessed Value	Actual Value	Assessed Value			
REAL	100	L:	\$231,686	\$67,190	\$0	\$0	Tax Refund	\$8,264.57
		I:	\$0	\$0	\$0	\$0	Revised Tax	
TOTALS :			\$231,686	\$67,190	\$0	\$0		\$0.00

Loren Morrow

Appraiser

October 24, 2022

Date

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: ADAMS

Date Received 10/24/2022 (Use Assessor's or Commissioners' Date Stamp)

Section I: Petitioner, please complete Section I only.

Completed & signed by the Assessor's office on behalf of the taxpayer. Assessor's Office error.

Date: 10/24/2022 (Month Day Year)

Petitioner's Name: STARBUCKS COFFEE CO NO 50756
Petitioner's Mailing Address: PO BOX 34442
SEATTLE WA 98124
City or Town State Zip Code

Table with 2 columns: SCHEDULE OR PARCEL NUMBER(S) and PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY. Row 1: P0037152, 5202 FEDERAL BLVD

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

Inappropriately assessed. Not in Adams County.

Petitioner's estimate of value: \$ 0.00 (2020)
Value Year

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

Laen Morrow (Signature)
Petitioner's Signature
Daytime Phone Number (720) 523-6739
Email lmorrow@adcogov.org

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

Printed Name:
Email

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

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

Section II: Assessor's Recommendation (For Assessor's Use Only)
Table with columns: Actual, Assessed, Tax
Original, Corrected, Abate/Refund
Assessor recommends approval as outlined above.
Assessor recommends denial for the following reason(s):
Assessor's or Deputy Assessor's Signature

FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY

(Section III or Section IV must be completed)

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

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

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

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

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

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

Petitioner's Signature Date

Assessor's or Deputy Assessor's Signature Date

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

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

Month Day Year

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

Year	Assessed Value	Taxes Abate/Refund
_____	_____	_____

Chairperson of the Board of County Commissioners' Signature

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

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

County Clerk's or Deputy County Clerk's Signature

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

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

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

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

Secretary's Signature Property Tax Administrator's Signature Date

Ken Musso
Assessor



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

BOARD OF COUNTY COMMISSIONERS

STIPULATION (As to Tax Year(s) 2021 Actual Value(s))

1. The property subject to this Stipulation is:
Schedule No. (S): R0169133 Parcel N0.(S) 0182133205004

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

3. The County Assessor originally assigned the following actual value to the subject property for tax year(s) 2021:

Land	\$654,555
Improvements	\$2,310,945
Total	\$2,965,500

4. The Adams County Assessor has reviewed this file and agrees to make the following adjustment to the valuation for the subject property for tax year(s) 2021:

Land	\$654,555
Improvements	\$1,985,445
Total	\$2,640,000

5. By entering into this agreement, the Petitioner understands that they are giving up rights to further appeal of the value of this property for tax year(s) 2021.

DATED this: October 14, 2022

Petitioner's Representative
Market Leader - Paradigm Tax Group
bdiehl@paradigmtax.com

Whitney Sparks

Digitally signed by Whitney Sparks
DN: cn=Whitney Sparks, o, ou,
email=wsparks@adcogov.org,
c=US
Date: 2022.11.07 14:33:26 -07'00'

Assessor Representative
Adams County Assessor's Office

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

Account No : **R0169133**Parcel No : **0182133205004**Petition Year : **2021**Petition Filed Date : **May 5, 2022**Owner Entity : **WT URAVAN AND RIFLE**Owner Address : **10 INVERNESS DR E STE 250**Owner City : **ENGLEWOOD**State : **CO**Property Location : **17608 E 24TH DRIVE**

TYPE	OCC CODE	PETITIONER'S REQUESTED VALUES		ASSESSOR'S ASSIGNED VALUES		ORIGINAL TAX WARRANT
		Actual Value	Assessed Value	Actual Value	Assessed Value	
REAL	407	L: <input type="text"/>	<input type="text"/>	L: \$654,555	\$189,820	A. Ratio 29.00%
		I: <input type="text"/>	<input type="text"/>	I: \$2,310,945	\$670,170	Mill Levy 115.060
TOTALS :		\$2,100,000	\$609,000	\$2,965,500	\$859,990	Original Tax \$98,950

Petitioner's Statement :**Assessor's Report****Situation :**

No particular complaints were brought forth by the petitioner.

Action :

I reviewed comparable market sales and contracted rental rates for similarly situated properties to determine whether our assigned value was, in fact, market.

Recommendation :

Upon further review, a reduction in value appears warranted.

ASSESSOR'S RECOMMENDED ADJUSTMENT

TYPE	OCC CODE	ASSESSOR'S ASSIGNED VALUE		RECOMMENDED VALUE		REVISED TAX WARRANT
		Actual Value	Assessed Value	Actual Value	Assessed Value	
REAL	407	L: <input type="text"/>	\$654,555	L: <input type="text"/>	\$189,820	Tax Refund \$10,860.51
		I: <input type="text"/>	\$2,310,945	I: <input type="text"/>	\$575,780	Revised Tax
TOTALS :		\$2,965,500	\$859,990	\$2,640,000	\$765,600	\$88,089.94

Whitney Sparks
Appraiser

November 7, 2022
Date

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: Adams

Date Received - MAY 05 2022
(Use Assessor's or Commissioners' Date Stamp)

Section I: Petitioner, please complete Section I only.

Date: May 3, 2022
Month Day Year

Petitioner's Name: WT Uravan and Rifle LLC
Petitioner's Mailing Address: c/o Tax Dept
Englewood CO 80112
City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
<u>R0169133 / 0182133205004</u>	<u>17608 E 24th Avenue, Aurora CO 80011</u>

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year 2021 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

Petitioner's estimate of value: \$ 2,100,000 (2021)
Value Year

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

Petitioner's Signature Daytime Phone Number () _____
B.D.
Agent's Signature* Daytime Phone Number (720) 381-2247
Email bdiehl@paradigmtax.com

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

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

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

Tax Year 2021

	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>
Original	_____	_____	_____
Corrected	_____	_____	_____

Abate/Refund Please see attached Assessor Recommendation Worksheet

Assessor recommends approval as outlined above.

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

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

Assessor recommends denial for the following reason(s):

Kru 11/07/2022
Assessor's or Deputy Assessor's Signature

6.E

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

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

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

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

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

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

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

Petitioner's Signature

Date

Assessor's or Deputy Assessor's Signature

Date

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

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

Month Day Year

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

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

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

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

Chairperson of the Board of County Commissioners' Signature

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

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

this _____ day of _____, _____.

Month Year

County Clerk's or Deputy County Clerk's Signature

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

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

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

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

Secretary's Signature

Property Tax Administrator's Signature

Date

Committed to getting your job done. Easier®



LETTER OF AUTHORIZATION

TO: Ad Valorem Tax Authorities and Others To Whom It May Concern

This letter will introduce the accounting firm of Paradigm Tax Group, which is authorized to represent us concerning Ad Valorem Taxes on real and/or personal property for the Term of the Agreement. This authorization letter will supersede any previous letters of authorization on file.

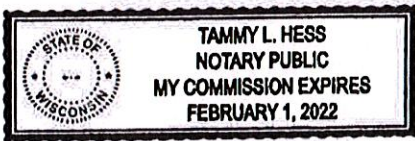
Paradigm Tax Group is authorized to review current and prior year valuations, to review and receive copies of any prior tax year's tax appeals and tax returns, to investigate appraisals and assessments, to submit income and expense information, to appeal property values and taxes, to request change of address, to receive assessment notices, tax bills, and any other correspondence pertaining to Ad Valorem tax matters, to appear before administrative boards or agencies, and to prepare to take such actions in our offices as necessary to effectuate same. Paradigm Tax Group is authorized to act as agent, and/or attorney in fact, with those aforementioned rights on the property owned or controlled by the undersigned entity.

The rights, powers, and authorization of Paradigm Tax Group herein granted shall commence upon the execution of this letter of authorization and shall remain in effect until revoked in writing.

IN WITNESS WHEREOF: The undersigned has hereunto set our hands and affixed our seals this the 13 day of April, 2021.

Signed, sealed, and delivered in the presence of:

Handwritten signature of Tammy L. Hess, Notary Public



SIGNATURE: Mark T Singer
PRINT NAME: Mark T Singer
TITLE: Director of Real Estate
DATE: 4.13.21
PHONE NUMBER: 608-368-2349

Real Estate Dept.
National Support Center
1 ABC Parkway - Beloit, WI 53511-4466
608-962-7777 - Fax: 608363-0416
www.abcsupply.com

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: Adams

Date Received 12/30/2021
(Use Assessor's or Commissioners' Date Stamp)

RECEIVED

Section I: Petitioner, please complete Section I only.

Date: December 30, 2021
Month Day Year

DEC 31 2021

Petitioner's Name: Stargate Foundation

Petitioner's Mailing Address: 14530 Washington St
Thornton CO
City or Town State

OFFICE OF THE
ADAMS COUNTY ASSESSOR
80023-9150
Zip Code

SCHEDULE OR PARCEL NUMBER(S)
R0197962

PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
Stargate Charter School Sub Amend No1 Tract E1

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

Property went Exempt in 2015 and then a new subdivision was formed in 2019 and the Exemption did not follow with this account.

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

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

Jacqueline Headley
Petitioner's Signature

Assessor's Office

Daytime Phone Number (720) 523-6743

Email jheadley@adcogov.org

By _____
Agent's Signature*

Daytime Phone Number (_____)

Email _____

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

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

Section II: Assessor's Recommendation (For Assessor's Use Only)			
	Tax Year _____		
	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>
Original	<u>659,820</u>	<u>191,350</u>	<u>21,390</u>
Corrected	<u>659,820</u>	<u>191,350</u>	<u>0</u>
Abate/Refund	_____	_____	<u>21,390</u>

Assessor recommends approval as outlined above.

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

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

Assessor recommends denial for the following reason(s):

KTM
Assessor's or Deputy Assessor's Signature

FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY

(Section III or Section IV must be completed)

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

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

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

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

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

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

Petitioner's Signature Date

Assessor's or Deputy Assessor's Signature Date

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

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

Month Day Year

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

Year	Assessed Value	Taxes Abate/Refund
_____	_____	_____

Chairperson of the Board of County Commissioners' Signature

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

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

County Clerk's or Deputy County Clerk's Signature

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

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

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

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

Secretary's Signature Property Tax Administrator's Signature Date



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: November 29, 2022
SUBJECT/TITLE: Resolution Approving Right-of-Way Agreement between Adams County and MountainAire Property LLC, for Property Necessary for the East 58th Avenue Improvements Project – East 58th Avenue from Clarkson Street to York Street in the Amount of \$193,390.00
FROM: Ian Cortez
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON:
RECOMMENDED ACTION: That the Board of County Commissioners Approves the Right-of-Way Agreement for the acquisition of property needed for road right-of-way.

BACKGROUND:

Adams County is in the process of acquiring right-of-way and temporary construction easements along East 58th Avenue for the East 58th Avenue Improvements Project – East 58th Avenue from Clarkson Street to York Street, that includes reconstructing the roadway, improving drainage, and installing curb, gutter, sidewalk and accessible curb ramps in compliance with the Americans with Disabilities Act. Attached is a copy of the right-of-way agreement between Adams County and MountainAire Property LLC, for acquisition of road right-of-way for \$193,390.00. The attached resolution allows the County to acquire ownership of the needed property for the use of the public and provide the necessary documents to close on the property.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

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

ATTACHED DOCUMENTS:

Draft resolution Right-of-Way Agreement

FISCAL IMPACT:

Yes

Fund:	13
--------------	----

6.F

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	W30562201	\$30,000,000
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u>\$30,000,000</u>
New FTEs requested:	No		
Future Amendment Needed:	No		

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING RIGHT-OF-WAY AGREEMENT BETWEEN
ADAMS COUNTY AND MOUTAINAIRE PROPERTY LLC,
FOR PROPERTY NECESSARY FOR THE EAST 58TH AVENUE IMPROVEMENTS
PROJECT – EAST 58TH AVENUE FROM CLARKSON STREET TO YORK STREET
IN THE AMOUNT OF \$193,390.00

WHEREAS, Adams County is in the process of acquiring right-of-way and temporary construction easements along East 58th Avenue for the East 58th Avenue Improvements Project – East 58th Avenue from Clarkson Street to York Street (the “Project”); and,

WHEREAS, the Project includes installation and construction of storm sewer facilities, curb, gutter, sidewalk and accessible curb ramps for street improvements for the use of the public within the right-of-way of East 58th Avenue; and,

WHEREAS, this amended right-of-way acquisition is a portion of 1415 East 58th Avenue located in the Southwest Quarter of Section 11, Township 3 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado, and owned by MountainAire Property LLC, (“Parcel 14”); and,

WHEREAS, Adams County requires ownership of Parcel 14 for construction of the street improvements; and,

WHEREAS, MountainAire Property LLC is willing to sell Parcel 14 to Adams County under the terms and conditions of the attached Right-of-Way Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the attached Right-of-Way Agreement between Adams County and MountainAire Property LLC a copy of which is attached hereto and incorporated herein by this reference, be and hereby is approved.

BE IT FURTHER RESOLVED that the Chair of the Board of County Commissioners is hereby authorized to execute said Right-of-Way Agreement on behalf of Adams County.

Right-of-Way Agreement

This Agreement is made and entered into by and between **MountainAire Property LLC, a Colorado Limited Liability Company** whose address is **1415 East 58th Avenue, Denver, CO 80216** (“Owner”), and the County of Adams, State of Colorado, a body politic, who address is 4430 South Adams County Parkway, Brighton, Colorado, 80601 (“County”) for the conveyance of rights-of-way on property located at 1415 East 58th Avenue, Denver, CO 80216 hereinafter (the “Property”) for the East 58th Avenue Widening Project (the “Project”). The legal description and conveyance documents for the interests on said Property are set forth in Exhibit A attached hereto and incorporated herein by this reference.

The compensation agreed to by the Owner and the County for the acquisition of the Property interests described herein is **ONE HUNDRED NINETY-THREE THOUSAND THREE HUNDRED NINETY AND NO/100 DOLLARS (\$193,390.00)**, including the performance of the terms of this Agreement, the sufficiency of which is hereby acknowledged. The parties further agree that the consideration shall consist of \$60,410.00 for the conveyance of road right-of-way, \$15,790.00 for a sign and asphalt paving and \$117,190.00 for damages to improvements. This consideration has been agreed upon and between the parties as the total just compensation due to the Owner and the consideration shall be given and accepted in full satisfaction of this Agreement.

In consideration of the above premises and the mutual promise and covenants below, the Owner and the County agree to the following:


1. The Owner hereby warrants that the Owner has the power to enter into this Agreement.
2. The Owner agrees to execute and deliver to Land Title Guarantee Company (“Title Company”) the attached Special Warranty Deed, Statement of Authority, and W-9 form within thirty (30) days of mutual execution of this Agreement (“MEC”) to be held by Title Company in escrow until closing. County shall deposit with the Title Company the compensation agreed upon (\$193,390.00) within thirty (30) days of MEC to be held by the Title Company in escrow until closing.
3. The Owner hereby irrevocably grants to the County possession and use of the property interests on the Property upon execution of this Agreement by the Owner and the County subject to the terms and conditions of the Stipulation to Possession dated August 30, 2022, Adams County District Court Case No. 2022CV30255. This grant of possession shall remain in effect with respect to the Property until such time as the County obtains from the Owner the attached conveyance documents.
4. The Owner agrees to pay all taxes due on the Property (pro-rated through the date the Property is conveyed to the County for the current tax year) prior to tender by the County. The Title Company shall pro-rate the taxes for the current tax year and deduct Owner’s payment of the pro-rated taxes from the check for \$193,390

deposited in escrow as set forth in Paragraph 3 above. County will pay all fees and costs of closing including without limitation fees for any title policy, escrow fees, Title Company fees, and recording fees. Closing regarding Parcel RW-14 shall be at a time and date agreed to by the parties. The parties will work in good faith towards consummating the closing, including without limitation by seeking releases from any banks with deeds of trust or liens on the Property. At closing: (A) the Title Company will deliver the Special Warranty Deed for Parcel RW-14 to County and thereafter the Title Company shall record the Special Warranty Deed; (B) the Title Company will record any deeds of trust or lien releases obtained by the County and/or Title Company; and (C) the Title Company will pay the remaining compensation in escrow (\$193,390) to Owner after deducting prorated taxes as set forth above. It is the County's obligation to notify the Adams County Assessor of the fact that the County has purchased the Property and that the legal description of Mountinnaire's property has been changed. It is the intent of the parties that the Property shall become exempt from taxation on the date of possession by the County (i.e. the date of MEC of this Agreement). However, tax status is ultimately within the discretion of the Adams County Assessor.

5. The County through its contractor shall assure that reasonable access shall be maintained to the Owner's property at all times for ingress and egress. If necessary, any full closure of access shall be coordinated between the contractor and the Owner and/or its agent.
6. The County will remove one sign on the south side of the property and 4,315 square feet of asphalt paving. The County has agreed to reimburse the owner the expense of the sign and asphalt paving and made a part of this Agreement.
7. Owner disclaims and stipulates to County's ownership, possession and use of the area to the south of Parcel RW-14 labeled as "20' R.O.W. Dedication for Future roadway Purposes Area = 2960.20 S.F. = 0.067 AC" on the Amended Plat of Portions of Lot 121 and Lot 122, Mapleton Addition, Adams County Clerk and Recorder Reception No. C0672586. County will confirm with the Adams County Assessor that this parcel is shown in County ownership.
8. The Owner has entered into this Agreement because the County has the power of eminent domain and required the Property for a public purpose.
9. If the Owner fails to consummate this agreement for any reason, except the County's default, the County may at its option, enforce this agreement by bringing an action against the Owner for specific performance.
10. This Agreement contains all agreements, understandings and promises between the Owner and the County, relating to the Project and shall be deemed a contract binding upon the Owner and County and extending to the successors, heirs and assigns.

- 11. The Owner shall be responsible for reporting proceeds of the sale to taxing authorities, including the submittal of Form 1099-S with the Internal Revenue Service, if applicable.
- 12. This Agreement has been entered into in the State of Colorado and shall be governed according to the laws thereof.
- 13. Nothing in this agreement shall preclude MountainAire from bringing additional claim for compensation if there is a change in the Project that prevents MountainAire from having vehicular access over a public road to its remainder property. Any such claim must be brought by MountainAire within two years from the time such change in the Project is reasonably known to MountainAire.

Owner: MountainAire Property LLC, a Colorado Limited Liability Company

By: 
 Print Name: Timothy B Beardsley
 Title: CEO
 Date: 11-4-2022

Approved:

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

Chair

Date

Approved as to Form:

County Attorney

EXHIBIT A



Drexel, Barrell & Co.

JANUARY 25, 2022

LEGAL DESCRIPTION PARCEL RW-14 RIGHT-OF-WAY DEDICATION

Engineers/Surveyors

Boulder
Colorado Springs
Greeley

1800 38th Street
Boulder, CO 80301-2620

303.442.4338
303.442.4373 Fax

A TRACT OF LAND BEING A PORTION OF LOT 2, AMENDED PLAT OF PORTIONS OF LOT 121 AND 122, MAPLETON ADDITION, RECORDED AT RECEPTION NO. C0672586, LOCATED IN THE SW 1/4 OF SECTION 11, T3S, R68W OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2, SAID POINT ALSO BEING ON THE NORTHERLY LINE OF EAST 58TH AVENUE, THENCE N00°06'31"W, 26.50 FEET ALONG THE WESTERLY LINE OF SAID LOT 2; THENCE S89°54'29"E, 171.36 FEET TO THE EASTERLY LINE OF SAID LOT 2; THENCE S32°35'32"W, 31.42 FEET ALONG SAID EASTERLY LINE OF LOT 2 TO THE SOUTHEAST CORNER OF SAID LOT 2, SAID POINT BEING ON SAID NORTHERLY LINE OF EAST 58TH AVENUE; THENCE N89°54'29"W, 154.38 FEET ALONG SAID NORTHERLY LINE OF EAST 58TH AVENUE AND ALONG THE SOUTHERLY LINE OF SAID LOT 2 TO THE **POINT OF BEGINNING**.

CONTAINING 0.099 ACRES OR 4315 SQUARE FEET, MORE OR LESS.

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



**EXHIBIT
PARCEL RW-14
R.O.W. DEDICATION**

LOT 2, AMENDED
PLAT OF PORTIONS
OF LOT 121 AND 122,
MAPLETON ADDITION

5 PALMS
PROPERTIES
LLC

13

RW-14

MOUNTAINEIRE PROPERTY LLC
1415 E 58TH AVE
AREA = 4,315 SQ. FT. +/-,
0.099 ACRES +/-

15
RECONSERVE OF
COLORADO INC

N00°06'31"W
26.50'

S89°54'29"E 171.36'

N89°54'29"W 154.38'

S32°35'32"W 31.42'

POINT OF BEGINNING
SW COR. OF LOT 2

EAST 58TH AVENUE



SCALE 1" = 40'

NOTES

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



IN ACCORDANCE WITH CRS 13-80-105;
NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

Drexel, Barrell & Co. Engineers/Surveyors
1800 38TH STREET BOULDER, COLORADO 80301 (303) 442-4338
BOULDER, COLORADO (303) 442-4338
COLORADO SPRING, COLORADO (719) 280-0887
GREELEY, COLORADO (970) 361-0845



Revisions - Date	Date	Drawn By	Job No.
	1-25-22	VJD	20961-00
	Scale	Checked By	Drawing No.
	1"=40'	MES	IN FILE

09/11/2021 10:01:45 AM (Survey) (Drawings) (C:\W. TARKS AND CONSTRUCTION EASEMENTS\20961-00-R.O.W. EXHIBITS RW-14.dwg, 1/25/2022 12:36:49 PM



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: November 29, 2022
SUBJECT/TITLE: Resolution Accepting a Special Warranty Deed Conveying Property from NWP Holdings, LLC State to Adams County for Right-of-Way Purposes
FROM: Marissa Hillje
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON:
RECOMMENDED ACTION: That the Board of County Commissioners approve a resolution for accepting a Special Warranty Deed for the acquisition of property needed for road right-of-way.

BACKGROUND:

Adams County is in the process of acquiring right-of-way and temporary construction easements along 62nd Avenue from Pecos Street to Washington Street for the 62nd Avenue Roadway and Drainage Improvements Project. NWP Holdings, LLC has executed a Special Warranty Deed to Adams County for right-of-way purposes. The property is located in the Northwest Quarter of Section 10, Township 3 South, Range 68 West of the 6th Principal Meridian. The Special Warranty Deed will convey property needed for the 62nd Avenue project.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

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

ATTACHED DOCUMENTS:

Special Warranty Deed Draft resolution Planning Commission Resolution

FISCAL IMPACT:

No

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION ACCEPTING A SPECIAL WARRANTY DEED CONVEYING PROPERTY
FROM NWP HOLDINGS, LLC TO ADAMS COUNTY FOR RIGHT-OF-WAY PURPOSES

WHEREAS, Adams County is in the process of acquiring right-of-way for the 62nd Avenue Roadway and Drainage Improvements Project- 62nd Avenue from Pecos Street to Washington Street (“Project”); and,

WHEREAS, the right-of-way parcel is from property located in the Northwest Quarter of Section 10, Township 3 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado and is owned by NWP Holdings, LLC (“Parcel 12”); and,

WHEREAS, Adams County requires ownership of the Parcel 12 for construction of the Project; and,

WHEREAS, NWP Holdings, LLC has executed a Special Warranty Deed to convey Parcel 12 for road right-of-way purposes for 62nd Avenue that complies with County standards and will benefit the citizens of Adams County; and,

WHEREAS, at a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton on Thursday the 29th day of November 2022, the Planning Commission recommended that the Board of County Commissioners accept said Special Warranty Deed.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Special Warranty Deed from NWP Holdings, LLC, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.

Prepared by:
Anne LaPlace, Esq.
Prologis, L.P.
1800 Wazee Street, Suite 500
Denver, CO 80202

NO DOC FEE
REQUIRED
Adams Co.
is exempt

Recording requested by
and when recorded please return to:

Prologis, L.P.
Attn: Angela Kane
1800 Wazee Street, Suite 500
Denver, CO 80202

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this 28th day of July, 2022, by NWP Holdings, LLC ("Grantor"), whose address is 7100 N Broadway No 2PPH Denver, Co 80221, in favor of the COUNTY OF ADAMS, State of Colorado, a body politic, whose address is 4430 South Adams County Parkway, Brighton, CO 80601 ("Grantee").

WITNESSETH, that Grantor, for and in consideration of the sum of \$293,730.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, conveyed and released, and by these presents does grant, bargain, sell, convey and release, unto Grantee, its successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Adams, State of Colorado, described in Exhibit A attached hereto and made a part hereof (the "Property");

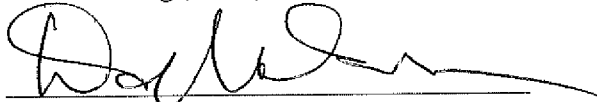
TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in any way appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and any and all easements or right to use easements relating to the Property, and all the estate, right, title, interest, claim and demand whatsoever of Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto Grantee, its successors and assigns forever. Grantor, for itself, and its successors, does covenant and agree that it shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of Grantee, its successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under Grantor, subject to real property taxes for 2022, which are not yet due and payable, and

all zoning and building laws, ordinances, maps, resolutions, and regulations of all governmental authorities having jurisdiction which affect the Property and the use and improvement thereof; and all encumbrances and matters of record.

IN WITNESS WHEREOF, Grantor has caused its name to be hereunto subscribed on the day and year first above written.

NWP Holdings, LLC, a Colorado limited liability company

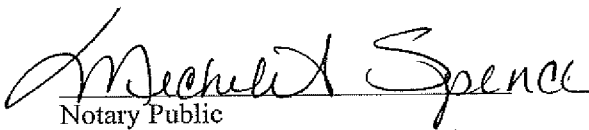
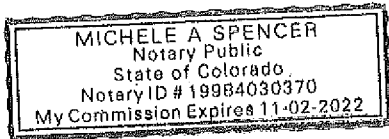


By: Daniel Mikkelson
Its: Managing Member

STATE OF COLORADO

CITY AND COUNTY OF DENVER

The foregoing instrument was acknowledged before me this 28th day of July, 2022, by Daniel Mikkelson as Managing Member of NWP Holdings, LLC, a Colorado limited liability company.


Notary Public

My Commission Expires: _____

EXHIBIT A (1 OF 2)
RW12
Adams County Project #IMP2020-00016
62nd Avenue-Pecos Street to Washington Street

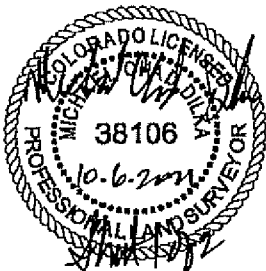
A strip of land, Twenty (20) feet in width, being part of Lot 3, Block 1, Midwest Hauler's Subdivision, recorded December 28, 1999 as Reception No. C0626911 of the records of the Adams County Clerk and Recorder, located in the Northwest Quarter (NW1/4) of Section Ten (10), Township Three South (T.3S.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Adams, State of Colorado, and being more particularly described as follows:

The South Twenty (20) feet of said Lot 3.

Said described strip of land contains 11,485 sq. ft. or 0.264 acre, more or less (\pm), and may be subject to any rights-of-way or other easements of record or as now existing on said described strip of land.

SURVEYORS STATEMENT

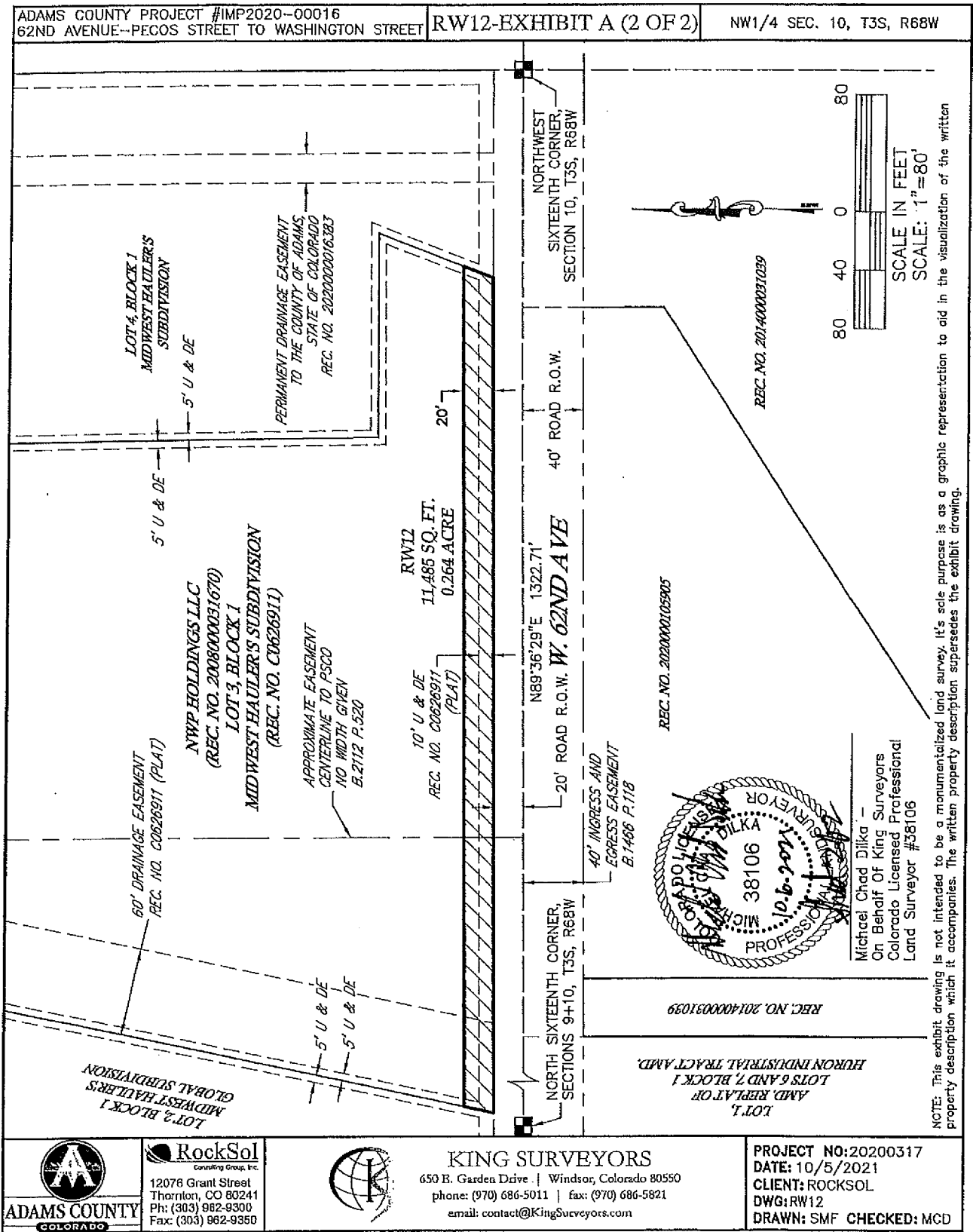
I, Michael Chad Dilka, a Colorado Licensed Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking and that it is true and correct to the best of my knowledge and belief.



Michael Chad Dilka - on behalf of King Surveyors
Colorado Licensed Professional Land Surveyor #38106

KING SURVEYORS
650 East Garden Drive
Windsor, CO 80550
(970) 686-5011

JN: 20200317



RockSol
 Consulting Group, Inc.
 12076 Grant Street
 Thornton, CO 80241
 Ph: (303) 962-9300
 Fax: (303) 962-9350



KING SURVEYORS
 650 B. Garden Drive | Windsor, Colorado 80550
 phone: (970) 686-5011 | fax: (970) 686-5821
 email: contact@KingSurveyors.com

PROJECT NO: 20200317
 DATE: 10/5/2021
 CLIENT: ROCKSOL
 DWG: RW12
 DRAWN: SMF CHECKED: MCD

PLANNING COMMISSION FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION RECOMMENDING ACCEPTANCE OF A SPECIAL WARRANTY DEED
FROM NWP HOLDINGS, LLC TO ADAMS COUNTY FOR RIGHT-OF-WAY PURPOSES

At the regular meeting for the Planning Commission for Adams County, Colorado, held at County Government Center in Brighton on Thursday the 27th day of October 2022, the following proceedings and others were had and done, to wit:

WHEREAS, the Adams County Planning Commission has considered the advisability of acceptance by the Board of County Commissioners of a Special Warranty Deed from NWP Holdings, LLC for right-of-way purposes on the following described land to wit:

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

WHEREAS, this Special Warranty Deed is in conjunction with the 62nd Avenue Capital Improvement Program Project – 62nd Avenue from Pecos Street to Washington Street, for a portion of 655 West 62nd Avenue, located in the Northwest Quarter of Section 10, Township 3 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado.

NOW, THEREFORE, BE IT RESOLVED, that the Adams County Planning Commission recommends to the Board of County Commissioners that said Special Warranty Deed from NWP Holdings, LLC be accepted by the Board of County Commissioners.

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

I, John F. Dupriest, Chairperson/Acting Chairperson of the Adams County Planning Commission do hereby certify that the annexed foregoing resolution is a true and correct record of the proceedings of the Adams County Planning Commission.



Chairperson/Acting Chairperson
Adams County Planning Commission



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: November 29, 2022
SUBJECT/TITLE: Resolution Accepting a Warranty Deed Conveying Property from James E. Brienza and Gerard J. Brienza and Traci J. Russo to Adams County for Right-of-Way Purposes
FROM: Marissa Hillje
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON:
RECOMMENDED ACTION: That the Board of County Commissioners approve a resolution for accepting a Warranty Deed for the acquisition of property needed for road right-of-way.

BACKGROUND:

Adams County is in the process of acquiring right-of-way and temporary construction easements along 62nd Avenue from Pecos Street to Washington Street for the 62nd Avenue Roadway and Drainage Improvements Project. James E. Brienza and Gerard J. Brienza and Traci J. Russo have executed a Warranty Deed to Adams County for right-of-way purposes. The property is located in the Northwest Quarter of Section 10, Township 3 South, Range 68 West of the 6th Principal Meridian. The Special Warranty Deed will convey property needed for the 62nd Avenue project.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

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

ATTACHED DOCUMENTS:

Warranty Deed Draft resolution Planning Commission Resolution

FISCAL IMPACT:

No

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION ACCEPTING A WARRANTY DEED CONVEYING PROPERTY
FROM JAMES E. BRIENZA AND GERARD J. BRIENZA AND TRACI J. RUSSO TO
ADAMS COUNTY FOR RIGHT-OF-WAY PURPOSES

WHEREAS, Adams County is in the process of acquiring right-of-way for the 62nd Avenue Roadway and Drainage Improvements Project- 62nd Avenue from Pecos Street to Washington Street (“Project”); and,

WHEREAS, the right-of-way parcel is from property located in the Northwest Quarter of Section 10, Township 3 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado and is owned by James E. Brienza and Gerard J. Brienza and Traci J. Russo (“Parcel 19”); and,

WHEREAS, Adams County requires ownership of Parcel 19 for construction of the Project; and,

WHEREAS, James E. Brienza and Gerard J. Brienza and Traci J. Russo have executed a Warranty Deed to convey Parcel 19 for road right-of-way purposes for 62nd Avenue that complies with County standards and will benefit the citizens of Adams County; and,

WHEREAS, at a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton on Thursday the 29th day of November 2022, the Planning Commission recommended that the Board of County Commissioners accept said Warranty Deed.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Warranty Deed from James E. Brienza and Gerard J. Brienza and Traci J. Russo, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.

NO DOC FEE
REQUIRED

Adams Co. is
et emp t

WARRANTY DEED

THIS DEED, dated this 22ND day of FEBRUARY 2022 between James E. Brienza and Gerard J. Brienza and Traci J. Russo, whose address is 5783 Secret Court Golden, CO 80403, grantor(s), and the COUNTY OF ADAMS, State of Colorado, whose legal address is 4430 South Adams County Parkway, Brighton, Colorado 80601 of the said County of Adams and State of Colorado, grantee(s):

WITNESS, that the grantor(s), for and in consideration of the sum of \$69,940.00, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents doth grant, bargain, sell, convey and confirm, unto the grantee(s), its successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the said County of Adams, State of Colorado, described as follows:

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

Dedicated for 62nd Avenue

Also known by street and number as: being a portion of 155 West 62nd Avenue

Assessor's schedule or parcel number: part of 0182510200072

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee(s), its successors and assigns forever. The grantor(s), for itself, its successors and assigns, do covenant, grant, bargain and agree to and with the grantee(s), its successors and assigns, that at the time of the ensembling and delivery of these presents, it is well seized of the premises above conveyed, have good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except interests of record.

The grantor(s) shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the grantee(s), its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

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

GRANTOR(S): JAMES E. BRIENZA AND GERARD J. BRIENZA AND TRACI J. RUSSO

James E. Brienza
James E. Brienza

CARMELA RUSSO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20124023778
MY COMMISSION EXPIRES 04/09/2024

STATE OF Colorado)

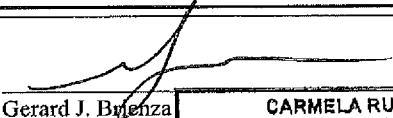
County of Denver) §

The foregoing instrument was acknowledged before me this 22 day of FEBRUARY, 2022, by James E. Brienza.

Witness my hand and official seal.

My commission expires: April 9, 2024

Carmela Russo
Notary Public


Gerard J. Brienza

CARMELA RUSSO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20124023778
MY COMMISSION EXPIRES 04/09/2024

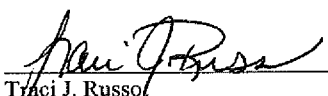
STATE OF Colorado)
County of Denver) §

The foregoing instrument was acknowledged before me this 22 day of February, 2022, by Gerard J. Brienza.

Witness my hand and official seal.

My commission expires: April 9, 2024


Carmela Russo
Notary Public


Traci J. Russo

STATE OF Colorado)
County of Denver) §

CARMELA RUSSO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20124023778
MY COMMISSION EXPIRES 04/09/2024

The foregoing instrument was acknowledged before me this 22 day of February, 2022, by Traci J. Russo.

Witness my hand and official seal.

My commission expires: April 9, 2024


Carmela Russo
Notary Public

**EXHIBIT A (1 OF 2)
RW19**

**Adams County Project #IMP2020-00016
62nd Avenue-Pecos Street to Washington Street**

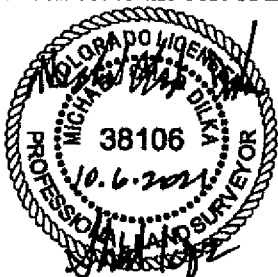
A strip of land, Ten (10) feet in width, being part of Parcel A, Brienza Exemption From Subdivision, recorded May 3, 2000 as Reception No. C0666422 of the records of the Adams County Clerk and Recorder, located in the Northeast Quarter of the Northwest Quarter (NE1/4 NW1/4) of Section Ten (10), Township Three South (T.3S.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Adams, State of Colorado, and being more particularly described as follows:

The North Ten (10) feet of the South Forty (40) feet of said Parcel A.

Said described strip of land contains 2,914 sq. ft. or 0.067 acre, more or less (\pm), and may be subject to any rights-of-way or other easements of record or as now existing on said described strip of land.

SURVEYORS STATEMENT

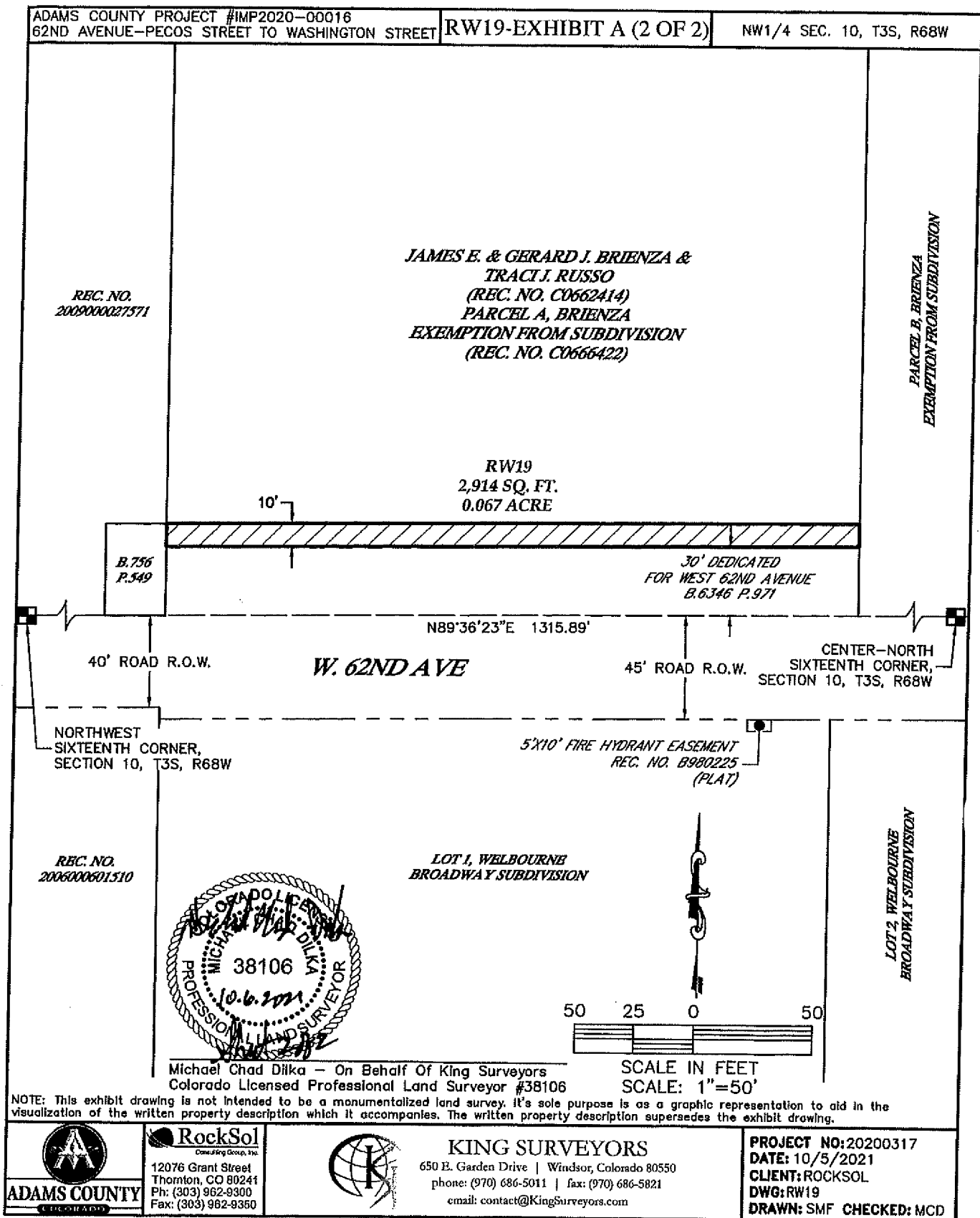
I, Michael Chad Dilka, a Colorado Licensed Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking and that it is true and correct to the best of my knowledge and belief.



Michael Chad Dilka - on behalf of King Surveyors
Colorado Licensed Professional Land Surveyor #38106

KING SURVEYORS
650 East Garden Drive
Windsor, CO 80550
(970) 686-5011

JN: 20200317



PLANNING COMMISSION FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION RECOMMENDING ACCEPTANCE OF A WARRANTY DEED FROM
JAMES E. BRIENZA AND GERARD J. BRIENZA AND TRACI J. RUSSO TO ADAMS
COUNTY FOR RIGHT-OF-WAY PURPOSES

At the regular meeting for the Planning Commission for Adams County, Colorado, held at County Government Center in Brighton on Thursday the 27th day of October 2022, the following proceedings and others were had and done, to wit:

WHEREAS, the Adams County Planning Commission has considered the advisability of acceptance by the Board of County Commissioners of a Warranty Deed from James E. Brienza and Gerard J. Brienza and Traci J. Russo for right-of-way purposes on the following described land to wit:

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

WHEREAS, this Warranty Deed is in conjunction with the 62nd Avenue Capital Improvement Program Project – 62nd Avenue from Pecos Street to Washington Street, for a portion of 155 West 62nd Avenue, located in the Northwest Quarter of Section 10, Township 3 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado.

NOW, THEREFORE, BE IT RESOLVED, that the Adams County Planning Commission recommends to the Board of County Commissioners that said Warranty Deed from James E. Brienza and Gerard J. Brienza and Traci J. Russo be accepted by the Board of County Commissioners.

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

I, John F. DuPriest, Chairperson/Acting Chairperson of the Adams County Planning Commission do hereby certify that the annexed foregoing resolution is a true and correct record of the proceedings of the Adams County Planning Commission.



Chairperson/Acting Chairperson
Adams County Planning Commission



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: November 29, 2022
SUBJECT/TITLE: Resolution Accepting a Special Warranty Deed Conveying Property from 6201 N. Broadway, LLC to Adams County for Right-of-Way Purposes
FROM: Marissa Hillje
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON:
RECOMMENDED ACTION: That the Board of County Commissioners approve a resolution for accepting a Special Warranty Deed for the acquisition of property needed for road right-of-way.

BACKGROUND:

Adams County is in the process of acquiring right-of-way and temporary construction easements along 62nd Avenue from Pecos Street to Washington Street for the 62nd Avenue Roadway and Drainage Improvements Project. 6201 N. Broadway, LLC has executed a Special Warranty Deed to Adams County for right-of-way purposes. The property is located in the Northwest Quarter of Section 10, Township 3 South, Range 68 West of the 6th Principal Meridian. The Special Warranty Deed will convey property needed for the 62nd Avenue project.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

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

ATTACHED DOCUMENTS:

-Special Warranty Deed -Draft resolution -Planning Commission Resolution

FISCAL IMPACT:

No

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION ACCEPTING A SPECIAL WARRANTY DEED CONVEYING PROPERTY
FROM 6201 N. BROADWAY, LLC TO ADAMS COUNTY FOR RIGHT-OF-WAY
PURPOSES

WHEREAS, Adams County is in the process of acquiring right-of-way for the 62nd Avenue Roadway and Drainage Improvements Project- 62nd Avenue from Pecos Street to Washington Street (“Project”); and,

WHEREAS, the right-of-way parcel is from property located in the Northwest Quarter of Section 10, Township 3 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado and is owned by 6201 N. Broadway, LLC (“Parcel 20”); and,

WHEREAS, Adams County requires ownership of Parcel 20 for construction of the Project; and,

WHEREAS, 6201 N. Broadway, LLC has executed a Special Warranty Deed to convey Parcel 20 for road right-of-way purposes for 62nd Avenue that complies with County standards and will benefit the citizens of Adams County; and,

WHEREAS, at a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton on Thursday the 27th day of October 2022, the Planning Commission recommended that the Board of County Commissioners accept said Special Warranty Deed.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Special Warranty Deed from 6201 N. Broadway, LLC, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.

SPECIAL WARRANTY DEED

THIS DEED, dated this 30 day of March 2022, between **6201 N. Broadway, LLC, a Colorado Limited Liability Company**, whose address is 6201 N. Broadway Street, Denver, Colorado 80216, grantor(s), and the **COUNTY OF ADAMS, State of Colorado**, whose legal address is 4430 South Adams County Parkway, Brighton, Colorado 80601 of the said County of Adams and State of Colorado, grantee(s):

WITNESS, that the grantor(s), for and in consideration of the sum of \$42,094.00, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents doth grant, bargain, sell, convey and confirm, unto the grantee(s), its successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the said County of Adams, State of Colorado, described as follows:

Legal description as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.
Dedicated for 62nd Avenue
Also known by street and number as: 6201 N. Broadway Street
Assessor's schedule or parcel number: 0182510200073

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee(s), its successors and assigns forever. The grantor(s), for itself, its successors and assigns, do covenant, grant, bargain and agree to and with the grantee(s), its successors and assigns, does covenant, and agree that it shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the grantee(s), its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, by, through or under grantor(s), except and subject to matters of record, and except interests of record.

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

6201 N. Broadway, LLC, a Colorado Limited Liability Company

By: Marvin Kansteiner
Print: Marvin Kansteiner
Title: Member

STATE OF Colorado)
County of Adams)§

The foregoing instrument was acknowledged before me this 30 day of March, 2022, by Marvin Kansteiner as Member of 6201 N. Broadway, LLC, a Colorado Limited Liability Company.

Witness my hand and official seal.
My commission expires: 5/19/23

002437

CARRIE D STETSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19994011912
MY COMMISSION EXPIRES MAY 19, 2023

Carrie D Stetson
Notary Public



EXHIBIT A (1 OF 3)
RW20
Adams County Project #IMP2020-00016
62nd Avenue-Pecos Street to Washington Street

A strip of land, being part of Parcel B, Brienza Exemption From Subdivision, recorded May 3, 2000 as Reception No. C0666422 of the records of the Adams County Clerk and Recorder, located in the Northeast Quarter of the Northwest Quarter (NE1/4 NW1/4) of Section Ten (10), Township Three South (T.3S.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Adams, State of Colorado, and being more particularly described as follows:

COMMENCING at the Northwest Sixteenth (NW1/16) corner of said Section 10 and assuming the South line of the Northeast Quarter of the Northwest Quarter (NE1/4 NW1/4) of said Section 10, being monumentalized by a #5 rebar with a 3 1/4" diameter aluminum cap stamped "LS9489, 2002" in a monument box at the West end and by a 2 3/8" pipe with a 3 1/4" diameter aluminum cap stamped "LS25348" in a monument box at the East end, as bearing North 89°36'23" East, being a Grid Bearing of the Colorado State Plane Coordinate System, Central Zone, North American Datum 1983/2011, a distance of 1315.89 feet, with all other bearings contained herein relative thereto;

THENCE North 89°36'23" East along the South line of the Northeast Quarter of the Northwest Quarter (NE1/4 NW1/4) of said Section 10 a distance of 949.02 feet to the Southwest corner of said Parcel B;

THENCE North 00°10'32" West along the West line of said Parcel B a distance of 30.00 feet to a point being Thirty (30) feet, as measured at a right angle, North of the South line of said Parcel B, said point being the **POINT OF BEGINNING**;

THENCE continuing North 00°10'32" West along the West line of said Parcel B a distance of 4.00 feet to a point being Thirty-four (34) feet, as measured at a right angle, North of the South line of said Parcel B;

THENCE North 89°36'23" East along a line being Thirty-four (34) feet, as measured at a right angle, North of and parallel with the South line of said Parcel B a distance of 294.93 feet;

THENCE North 00°23'37" West a distance of 6.00 feet to a point being Forty (40) feet, as measured at a right angle, North of the South line of said Parcel B;

THENCE North 89°36'23" East along a line being Forty (40) feet, as measured at a right angle, North of and parallel with the South line of said Parcel B a distance of 12.00 feet to the Northwesternly line of that *Area Reserved for Future R.O.W. Acquisition* shown on the plat of said Brienza Exemption From Subdivision;

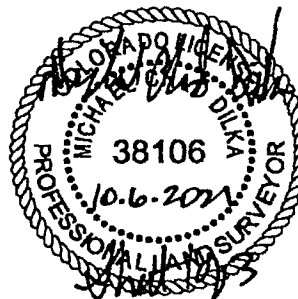


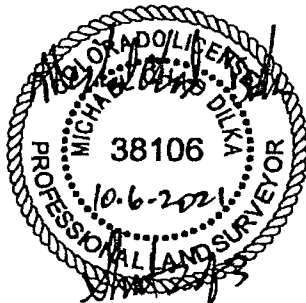
EXHIBIT A (2 OF 3)
RW20
Adams County Project #IMP2020-00016
62nd Avenue-Pecos Street to Washington Street

THENCE South 44°44'30" West along said Northwesterly line a distance of 14.18 feet to the North line of said *Area Reserved for Future R. O. W. Acquisition*, said North line being Thirty (30) feet, as measured at a right angle, North of and parallel with the South line of said Parcel B;
THENCE South 89°36'23" West along said North line a distance of 296.90 feet to the **POINT OF BEGINNING**.

Said described strip of land contains 1,250 sq. ft. or 0.029 acre, more or less (±), and may be subject to any rights-of-way or other easements of record or as now existing on said described strip of land.

SURVEYORS STATEMENT

I, Michael Chad Dilka, a Colorado Licensed Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking and that it is true and correct to the best of my knowledge and belief.



Michael Chad Dilka - on behalf of King Surveyors
Colorado Licensed Professional Land Surveyor #38106

KING SURVEYORS
650 East Garden Drive
Windsor, CO 80550
(970) 686-5011

JN: 20200317

PLANNING COMMISSION FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION RECOMMENDING ACCEPTANCE OF A SPECIAL WARRANTY DEED
FROM 6201 N. BROADWAY, LLC TO ADAMS COUNTY FOR
RIGHT-OF-WAY PURPOSES

At the regular meeting for the Planning Commission for Adams County, Colorado, held at County Government Center in Brighton on Thursday the 27th day of October 2022, the following proceedings and others were had and done, to wit:

WHEREAS, the Adams County Planning Commission has considered the advisability of acceptance by the Board of County Commissioners of a Special Warranty Deed from 6201 N. Broadway, LLC for right-of-way purposes on the following described land to wit:

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

WHEREAS, this Special Warranty Deed is in conjunction with the 62nd Avenue Capital Improvement Program Project – 62nd Avenue from Pecos Street to Washington Street, for a portion of 6201 N. Broadway, located in the Northwest Quarter of Section 10, Township 3 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado.

NOW, THEREFORE, BE IT RESOLVED, that the Adams County Planning Commission recommends to the Board of County Commissioners that said Special Warranty Deed from 6201 N. Broadway, LLC be accepted by the Board of County Commissioners.

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

I, John F. DuPriest, Chairperson/Acting Chairperson of the Adams County Planning Commission do hereby certify that the annexed foregoing resolution is a true and correct record of the proceedings of the Adams County Planning Commission.



Chairperson/Acting Chairperson
Adams County Planning Commission



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: November 29, 2022
SUBJECT/TITLE: Resolution Accepting a Permanent Sidewalk Easement from 6201 N. Broadway, LLC to Adams County for a Public Sidewalk
FROM: Marissa Hillje
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON:
RECOMMENDED ACTION: That the Board of County Commissioners approve a resolution for accepting a Permanent Sidewalk Easement for public right-of-way purposes.

BACKGROUND:

Adams County is in the process of acquiring right-of-way, permanent easements, and temporary construction easements along 62nd Avenue from Pecos Street to Washington Street for the 62nd Avenue Roadway and Drainage Improvements Project. 6201 N. Broadway, LLC has executed a Permanent Sidewalk Easement to Adams County for right-of-way purposes. The property is located in the Northwest Quarter of Section 10, Township 3 South, Range 68 West of the 6th Principal Meridian. The Permanent Sidewalk Easement will convey property needed for the 62nd Avenue project.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

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

ATTACHED DOCUMENTS:

-Permanent Sidewalk Easement -Draft resolution -Planning Commission Resolution

FISCAL IMPACT:

No

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION ACCEPTING A PERMANENT SIDEWALK EASEMENT
FROM 6201 N. BROADWAY, LLC TO ADAMS COUNTY FOR A PUBLIC SIDEWALK

WHEREAS, Adams County is in the process of acquiring right-of-way for the 62nd Avenue Roadway and Drainage Improvements Project- 62nd Avenue from Pecos Street to Washington Street (“Project”); and,

WHEREAS, this permanent sidewalk easement parcel is from property located in the Northwest Quarter of Section 10, Township 3 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado and is owned by 6201 N. Broadway, LLC (“Parcel PE-20”); and,

WHEREAS, Adams County requires Parcel PE-20 for the purposes of constructing a public sidewalk and appurtenances; and,

WHEREAS, 6201 N. Broadway, LLC has executed a Permanent Sidewalk Easement Agreement to convey Parcel PE-20 for a sidewalk easement for 62nd Avenue that complies with County standards and will benefit the citizens of Adams County; and,

WHEREAS, at a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton on Thursday the 27th day of October 2022, the Planning Commission recommended that the Board of County Commissioners accept said Permanent Sidewalk Easement.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Permanent Sidewalk Easement from 6201 N. Broadway, LLC, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.

PERMANENT SIDEWALK EASEMENT

KNOW ALL MEN BY THESE PRESENT:

That 6201 N. Broadway, LLC, a Colorado Limited Liability Company, whose address is 6201 N. Broadway Street, Denver, Colorado 80216 (hereinafter called "Grantor"), for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, and convey to the County of Adams, State of Colorado, whose address is 4430 South Adams County Parkway, Brighton, Colorado 80601, a non-exclusive easement for the purposes of constructing a public sidewalk and appurtenances thereto, in, under, through and across the property, over and across the following described land to wit:

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

In further consideration hereof, Grantor covenants and agrees that:

1. No permanent buildings or structures will be placed, erected, installed or permitted upon said easement.
2. The Grantor will not construct any obstructions that would prevent the proper maintenance and use of said sidewalk improvements.
3. The Grantor acknowledges and agrees to abide by all existing and future approved County regulations pertaining to sidewalk upkeep and maintenance as if the sidewalk was in the public street right-of-way.

In further consideration of the granting of this easement, it is hereby agreed that all work performed by the County in connection with this easement will be done with care, and the property will be restored to its original condition, or as close thereto as possible, except as necessarily modified to protect the facilities and appurtenances installed by the County.

The Grantor reserves the right to use and occupy the easement for any purpose not inconsistent with the rights and privileges above granted and that will not interfere with or endanger any of the utility facility and appurtenances therein. Grantor agrees not to erect or construct any building or structure within the easement.

Balance of page intentionally left blank

IN WITNESS WHEREOF, the parties hereto have set their hand and seal this

30 day of March 2022

6201 N. Broadway, LLC, a Colorado Limited Liability Company

By: Marvia Kansteiner
Print Name: Marvia Kansteiner
Print Title: Member

STATE OF Colorado)
COUNTY OF Adams) §

The foregoing instrument was acknowledged before me this 30 day of March, 2022 by Marvia Kansteiner, as Member of 6201 N. Broadway, LLC, a Colorado Limited Liability Company.

IN WITNESS WHEREOF, I have hereto set my hand and official seal.

Carrie D Stetson
Notary Public

My commission expires: 5/19/23

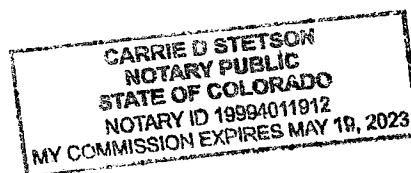


EXHIBIT B (1 OF 2)
PE20
Adams County Project #IMP2020-00016
62nd Avenue-Pecos Street to Washington Street

A parcel of land, being part of Parcel B, Brienza Exemption From Subdivision, recorded May 3, 2000 as Reception No. C0666422 of the records of the Adams County Clerk and Recorder, located in the Northeast Quarter of the Northwest Quarter (NE1/4 NW1/4) of Section Ten (10), Township Three South (T.3S.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Adams, State of Colorado, and being more particularly described as follows:

COMMENCING at the Northwest Sixteenth (NW1/16) corner of said Section 10 and assuming the South line of the Northeast Quarter of the Northwest Quarter (NE1/4 NW1/4) of said Section 10, being monumentalized by a #5 rebar with a 3 1/4" diameter aluminum cap stamped "LS9489, 2002" in a monument box at the West end and by a 2 3/8" pipe with a 3 1/4" diameter aluminum cap stamped "LS25348" in a monument box at the East end, as bearing North 89°36'23" East, being a Grid Bearing of the Colorado State Plane Coordinate System, Central Zone, North American Datum 1983/2011, a distance of 1315.89 feet, with all other bearings contained herein relative thereto;

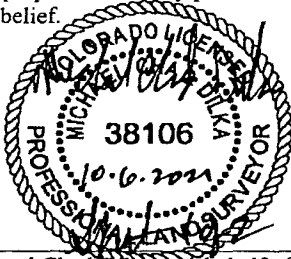
THENCE North 89°36'23" East along the South line of the Northeast Quarter of the Northwest Quarter (NE1/4 NW1/4) of said Section 10 a distance of 949.02 feet to the Southwest corner of said Parcel B;
THENCE North 00°10'32" West along the West line of said Parcel B a distance of 34.00 feet to a point being Thirty-four (34) feet, as measured at a right angle, North of the South line of said Parcel B;
THENCE North 89°36'23" East along a line being Thirty-four (34) feet, as measured at a right angle, North of and parallel with the South line of said Parcel B a distance of 92.41 feet to the **POINT OF BEGINNING**;

THENCE North 57°08'07" East a distance of 13.04 feet to a point being Forty-one (41) feet, as measured at a right angle, North of the South line of said Parcel B;
THENCE North 89°36'23" East along a line being Forty-one (41) feet, as measured at a right angle, North of and parallel with the South line of said Parcel B a distance of 42.00 feet;
THENCE South 57°55'21" East a distance of 13.04 feet to a point being Thirty-four (34) feet, as measured at a right angle, North of the South line of said Parcel B;
THENCE South 89°36'23" West along a line being Thirty-four (34) feet, as measured at a right angle, North of and parallel with the South line of said Parcel B a distance of 64.00 feet to the **POINT OF BEGINNING**.

Said described parcel of land contains 371 sq. ft. or 0.009 acre, more or less (±), and may be subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.

SURVEYORS STATEMENT

I, Michael Chad Dilka, a Colorado Licensed Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking and that it is true and correct to the best of my knowledge and belief.



Michael Chad Dilka on behalf of King Surveyors
Colorado Licensed Professional Land Surveyor #38106

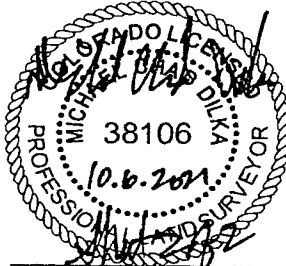
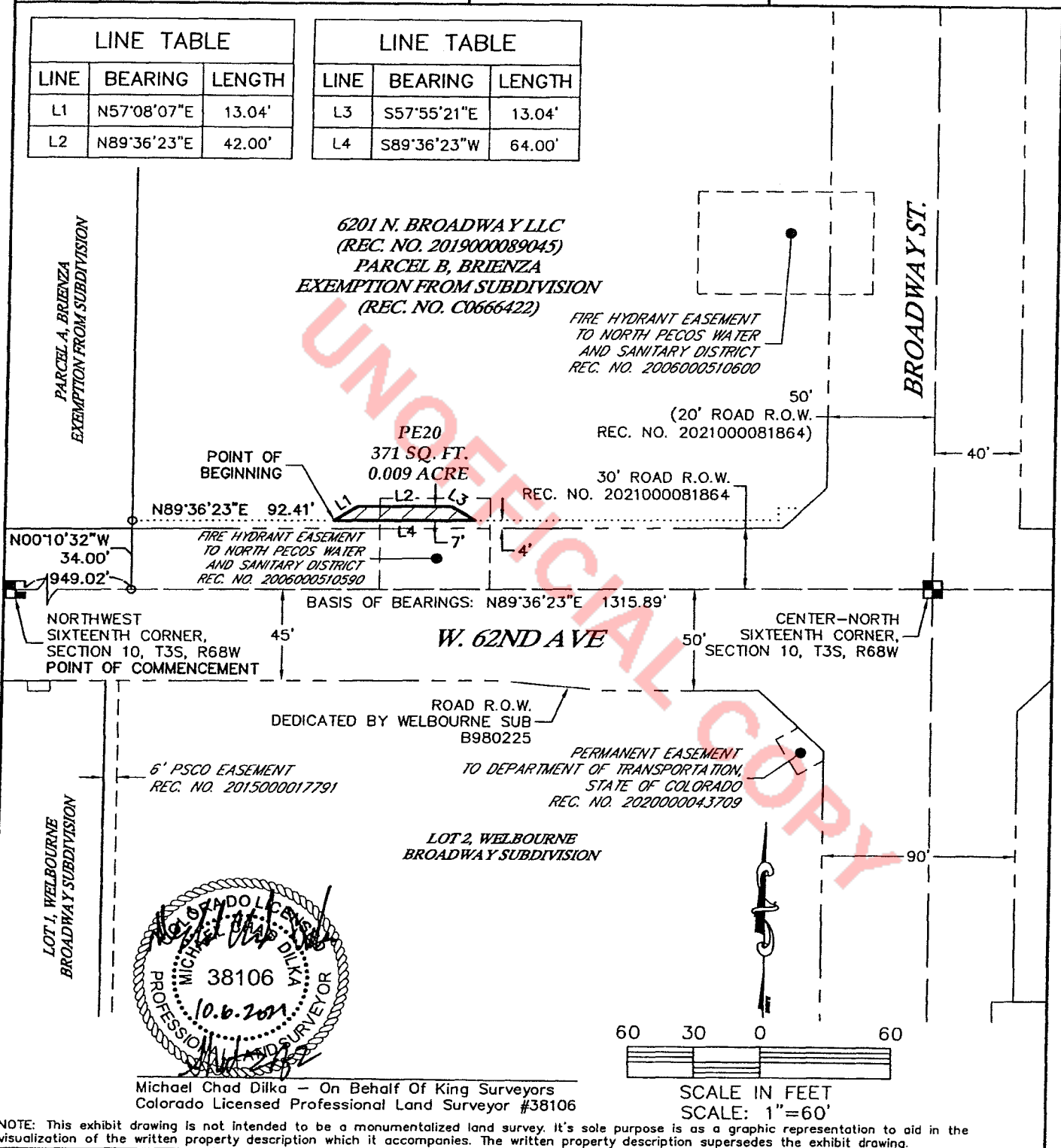
KING SURVEYORS, 650 East Garden Drive, Windsor, CO 80550, (970) 686-5011

JN: 20200317

ADAMS COUNTY PROJECT #IMP2020-00016
 62ND AVENUE-PECOS STREET TO WASHINGTON STREET PE20-EXHIBIT B (2 OF 2) NW1/4 SEC. 10, T3S, R68W

LINE TABLE		
LINE	BEARING	LENGTH
L1	N57°08'07"E	13.04'
L2	N89°36'23"E	42.00'

LINE TABLE		
LINE	BEARING	LENGTH
L3	S57°55'21"E	13.04'
L4	S89°36'23"W	64.00'



Michael Chad Dilka - On Behalf Of King Surveyors
 Colorado Licensed Professional Land Surveyor #38106

NOTE: This exhibit drawing is not intended to be a monumentalized land survey. It's sole purpose is as a graphic representation to aid in the visualization of the written property description which it accompanies. The written property description supersedes the exhibit drawing.

<p>ADAMS COUNTY COLORADO</p>	<p>RockSol Consulting Group, Inc. 12076 Grant Street Thornton, CO 80241 Ph: (303) 962-9300 Fax: (303) 962-9350</p>	<p>KING SURVEYORS 650 E. Garden Drive Windsor, Colorado 80550 phone: (970) 686-5011 fax: (970) 686-5821 email: contact@KingSurveyors.com</p>	<p>PROJECT NO: 20200317 DATE: 10/5/2021 CLIENT: ROCKSOL DWG: PE20 DRAWN: SMF CHECKED: MCD</p>
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PLANNING COMMISSION FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION RECOMMENDING ACCEPTANCE OF A PERMANENT SIDEWALK
EASEMENT FROM 6201 N. BROADWAY, LLC TO ADAMS COUNTY
FOR A PUBLIC SIDEWALK

At the regular meeting for the Planning Commission for Adams County, Colorado, held at County Government Center in Brighton on Thursday the 27th day of October 2022, the following proceedings and others were had and done, to wit:

WHEREAS, the Adams County Planning Commission has considered the advisability of acceptance by the Board of County Commissioners a Permanent Sidewalk Easement from 6201 N. Broadway, LLC for the purposes of constructing a public sidewalk and appurtenances on the following described land to wit:

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

WHEREAS, this Permanent Sidewalk Easement is in conjunction with the 62nd Avenue Capital Improvement Program Project – 62nd Avenue from Pecos Street to Washington Street, over a portion of 6201 North Broadway, located in the Northwest Quarter of Section 10, Township 3 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado.

NOW, THEREFORE, BE IT RESOLVED, that the Adams County Planning Commission recommends to the Board of County Commissioners that said Permanent Sidewalk Easement from 6201 N. Broadway, LLC be accepted by the Board of County Commissioners.

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

I, John F. DuPriest, Chairperson/Acting Chairperson of the Adams County Planning Commission do hereby certify that the annexed foregoing resolution is a true and correct record of the proceedings of the Adams County Planning Commission.



Chairperson/Acting Chairperson
Adams County Planning Commission



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: November 29, 2022
SUBJECT/TITLE: Resolution Regarding Defense and Indemnification of Walter Berlinski and Aaron Sandoval as a Defendants Pursuant to C.R.S. § 25-9-111
FROM: JoLeen Deaguero
AGENCY/DEPARTMENT: County Attorney's Office
HEARD AT STUDY SESSION ON:
RECOMMENDED ACTION: That the Board of County Commissioners Adopt the Resolution Regarding Defense and Indemnification of Walter Berlinski and Aaron Sandoval as a Defendants

BACKGROUND:

The Board of County Commissioners formally indemnifies employees and elected officials who are named in civil lawsuits. This lawsuit is brought by Freddy Devora Cervantes who claims he sustained injuries when Deputy Berlinski and Deputy Sandoval used excessive force against him while conducting a traffic stop. The County Attorney's Office has reviewed the facts of this lawsuit and it has been determined that Deputy Berlinski and Deputy Sandoval were acting within the course and scope of their employment at all relevant times pertinent to this lawsuit. Therefore, the County Attorney's Office is recommending that Walter Berlinski and Aaron Sandoval be indemnified for any potential damages that might arise out of this litigation.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Sheriff's Department

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

No

Additional Note:

RESOLUTION REGARDING DEFENSE AND INDEMNIFICATION OF
WALTER BERLINSKI AND AARON SANDVOAL AS DEFENDANTS PURSUANT
TO C.R.S. § 25-9-111

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, Walter Berlinski and Aaron Sandoval have been sued in the matter of *Freddy Devora-Cervantes v. Adams County, Colorado, et al.* in the U.S. District Court, Case Number 2022CV31425; said Defendants, being employees of Adams County at the time of the incident described in the Complaint; and,

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

WHEREAS, pursuant to C.R.S. § 25-9-111 Adams County hereby determines that it is in the public interest to bear the cost of defense for the Defendants against all asserted claims for compensatory and punitive damages which may be pled and to pay or settle any such compensatory and punitive damage claims against said Defendants; and,

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that Adams County shall bear the cost of defense for Walter Berlinski and Aaron Sandoval against all asserted claims for compensatory and punitive damages which may be pled and to pay or settle any such compensatory and punitive damage claims against said Defendants in the matter of *Freddy Devora-Cervantes v. Adams County, Colorado, et al.*

6.K

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



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: November 29, 2022
SUBJECT/TITLE: Resolution Accepting a Temporary Construction Easement and Right-of-Entry from Qwest Corporation to Adams County for the West 62nd Avenue Road Improvement Project
FROM: Marissa Hillje
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON:
RECOMMENDED ACTION: That the Board of County Commissioners approve a resolution for accepting a Temporary Construction Easement for the acquisition of property needed for road right-of-way.

BACKGROUND:

Adams County is in the process of acquiring right-of-way and temporary construction easements along 62nd Avenue from Pecos Street to Washington Street for the 62nd Avenue Roadway and Drainage Improvements Project. Qwest Corporation has executed a Temporary Construction Easement to Adams County. The property is located in the Northwest Quarter of Section 10, Township 3 South, Range 68 West of the 6th Principal Meridian. The Temporary Construction Easement will convey property interests needed for the construction of the 62nd Avenue project.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

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

ATTACHED DOCUMENTS:

-Temporary Construction Easement -Draft resolution -Planning Commission Resolution

FISCAL IMPACT:

No

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION ACCEPTING A TEMPORARY CONSTRUCTION EASEMENT AND
RIGHT-OF-ENTRY FROM QWEST CORPORATION TO ADAMS COUNTY FOR
THE WEST 62ND AVENUE ROAD IMPROVEMENT PROJECT

WHEREAS, Adams County is in the process of acquiring right-of-way and easements for the 62nd Avenue Roadway and Drainage Improvements Project- 62nd Avenue from Pecos Street to Washington Street (“Project”); and,

WHEREAS, the temporary construction easement parcel is from property located in the Northwest Quarter of Section 10, Township 3 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado and is owned by Qwest Corporation (“Parcel TE-23”); and,

WHEREAS, Adams County requires ownership of the Parcel TE-23 for construction of the Project; and,

WHEREAS, Qwest Corporation has executed a Temporary Construction Easement and Right-of-Entry to convey Parcel TE-23 for road construction purposes for 62nd Avenue that complies with County standards and will benefit the citizens of Adams County; and,

WHEREAS, at a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton on Thursday the 10th day of November 2022, the Planning Commission recommended that the Board of County Commissioners accept said Temporary Construction Easement.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Temporary Construction Easement from Qwest Corporation, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.

**TEMPORARY CONSTRUCTION EASEMENT
AND RIGHT-OF-ENTRY**

THIS AGREEMENT, made and entered into this _____ day of _____, 2022, by and between **Qwest Corporation**, a Colorado corporation, whose address is 1025 Eldorado Blvd., #31-D Broomfield, CO 80021 Attn: Vice-President of Real Estate, hereinafter referred to as the “Owner”, and the County of Adams, State of Colorado, a body politic, whose address is 4430 South Adams County Parkway, Brighton, Colorado 80601 hereinafter and collectively referred to as the “County”:

WITNESS, that for and in consideration of the sum of **TWENTY TWO THOUSAND ONE HUNDRED FORTY & NO/100’S DOLLARS (\$22,140.00)** and other good and valuable considerations, the receipt and sufficiency of which is hereby confessed and acknowledged, the Owner does hereby grant unto the County, its heirs, successors, contractors and assigns, a non-exclusive temporary construction easement and right-of-entry over the following property, to wit:

Legal descriptions as set forth in **Exhibit “A” and “B”** attached hereto and incorporated herein by this reference.

Also know by street and number as: 280 W 62nd Ave

Assessor’s schedule or parcel numbers: part of: 0182510203001

The County will remove 2 trees, 160 LF of 1 inch PVC Sprinkler Pipe and 16 Sprinkler Pop-Up Heads. But the County has agreed to reimburse the owner the expense of the trees and sprinkler system and made a part of this Agreement.

Said easement and right-of-entry is for the purpose of constructing drainage, irrigation ditch laterals and diversion box, curb, gutter and sidewalk within the right-of-way, modifying driveway approaches, modifying ground contours behind the curb, gutter and sidewalk where there will be sidewalk and for relocating privately owned improvements that are currently within the street right-of-way such as fences, mailboxes, driveway approaches and any other items that need to be relocated to private property as a part of this street and drainage project. All work shall be done at the sole cost and expense of County.

In further consideration of the granting of this easement, it is hereby agreed that all work performed by the County, its successors and assigns, in connection with this easement shall be done with care. Following completion of the work performed the surface of the property disturbed during construction shall promptly be restored to Owner’s reasonable satisfaction by County, at its sole cost and expense, reasonably similar to its original condition, or as close thereto as possible, except as necessarily modified to accommodate the street improvements being installed.

This easement will start 30 days after County gives written Notice of Construction to Owner and shall terminate twenty-four (24) months thereafter. If the County requires an extension at the end of the term, the County shall provide notice in writing to the Owner prior to the expiration of the term. The County will renegotiate a new temporary construction easement agreement. At the end of the term and any extension thereto, all rights granted under this Temporary Construction Easement and Right-of-Entry are released and the Property shall be considered free and clear of this Temporary Construction Easement and Right-of-Entry. This easement may be recorded in

the County records and shall run with the Property. County shall provide Owner with a release of this easement upon termination of the easement.

County accepts this easement subject to all existing licenses, easements, leases, grants, exceptions, encumbrances, title defects, matters of record, reservations and conditions affecting Owner's Property, the easement area or access to the same.

Prior to County's initial entry onto the Property under this Agreement, County shall require its contractors to obtain and maintain the following insurance listed with insurers having a "Best's" rating of A-VII or better, and deliver certificates of insurance evidencing the same to Grantee: (a) Commercial General Liability insurance covering claims for bodily injury, death, personal injury or property damage (including loss of use) occurring or arising in connection with this Agreement, including contractual liability coverage. The limits of such insurance will not be less than \$1,000,000 combined single limit per Occurrence and \$2,000,000 general aggregate; (b) Workers' Compensation insurance with statutory limits as required in the State of Colorado; and providing coverage for any employee entering onto the Property and/or Easement Tract in connection with this Agreement, even if not required by statute; (c) Employer's Liability or "Stop Gap" insurance with limits of not less than \$1,000,000 each accident; and (d) Business Automobile Liability insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles used in connection with this Agreement, with limits of at least \$1,000,000 per occurrence for bodily injury and property damage. The foregoing required insurance limits may be obtained through any combination of primary and excess or umbrella liability insurance. The certificate(s) will provide that: (i) Owner be added as additional insured, as its interests may appear, with respect to this Agreement; and (ii) the coverage is primary and not excess of, or contributory with, any other valid and collectible insurance purchased or maintained by Owner.

County acknowledges that Owner (or anyone on Owner's behalf) has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, present or future, of, as, to, concerning or with respect to: (a) the value, nature, quality, physical or other condition of the easement area; (b) the suitability of the easement area for any activities and uses which County may or plans to conduct on the easement area; (c) the compliance of or by the easement area with any laws, rules, ordinances, orders, decisions or regulations of any applicable governmental authority or body; (d) the habitability, merchantability or fitness for a particular purpose of the easement area; (e) the manner or quality of the construction or materials incorporated into the easement area; (f) the manner, quality, state of repair or lack of repair of the easement area; and (g) any other matter with respect to the easement area, and specifically, that Owner has not made, does not make and specifically disclaims any representations regarding compliance with any environmental, protection, pollution, land use, zoning, development or impact laws, rules, regulations, orders decisions or requirement. To the maximum extent allowed by law, County accepts the easement area in its "As-Is," "Where-Is" and "With-All-Faults" condition, and waives any right or claim against Owner arising out of the easement area.

SIGNATURES FOLLOW ON THE NEXT PAGE

Owner: Qwest Corporation, a Colorado corporation

By: LaRae D. Dodson

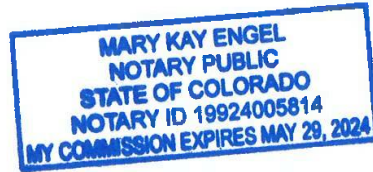
Print Name: LaRae D. Dodson

Title: VP of Real Estate and Fleet

Date: 7-12-22

STATE OF COLORADO)
CITY AND) §
COUNTY OF BROOMFIELD)

The foregoing instrument was acknowledged before me this 12TH day of July, 2022, by LaRae D. Dodson, as VP of Real Estate and Fleet of Qwest Corporation, a Colorado corporation.



Witness my hand and official seal.

My commission expires: 5/29/24

Mary Kay Engel
Notary Public

COUNTY: County of Adams, State of Colorado, a body politic

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A TO EASEMENT AGREEMENT

Legal Description of Property

SUB: WELBOURNE BROADWAY LOT:1

EXHIBIT B TO EASEMENT AGREEMENT

Legal Description of Easement Tract

SUB:WELBOURNE BROADWAY LOT:1

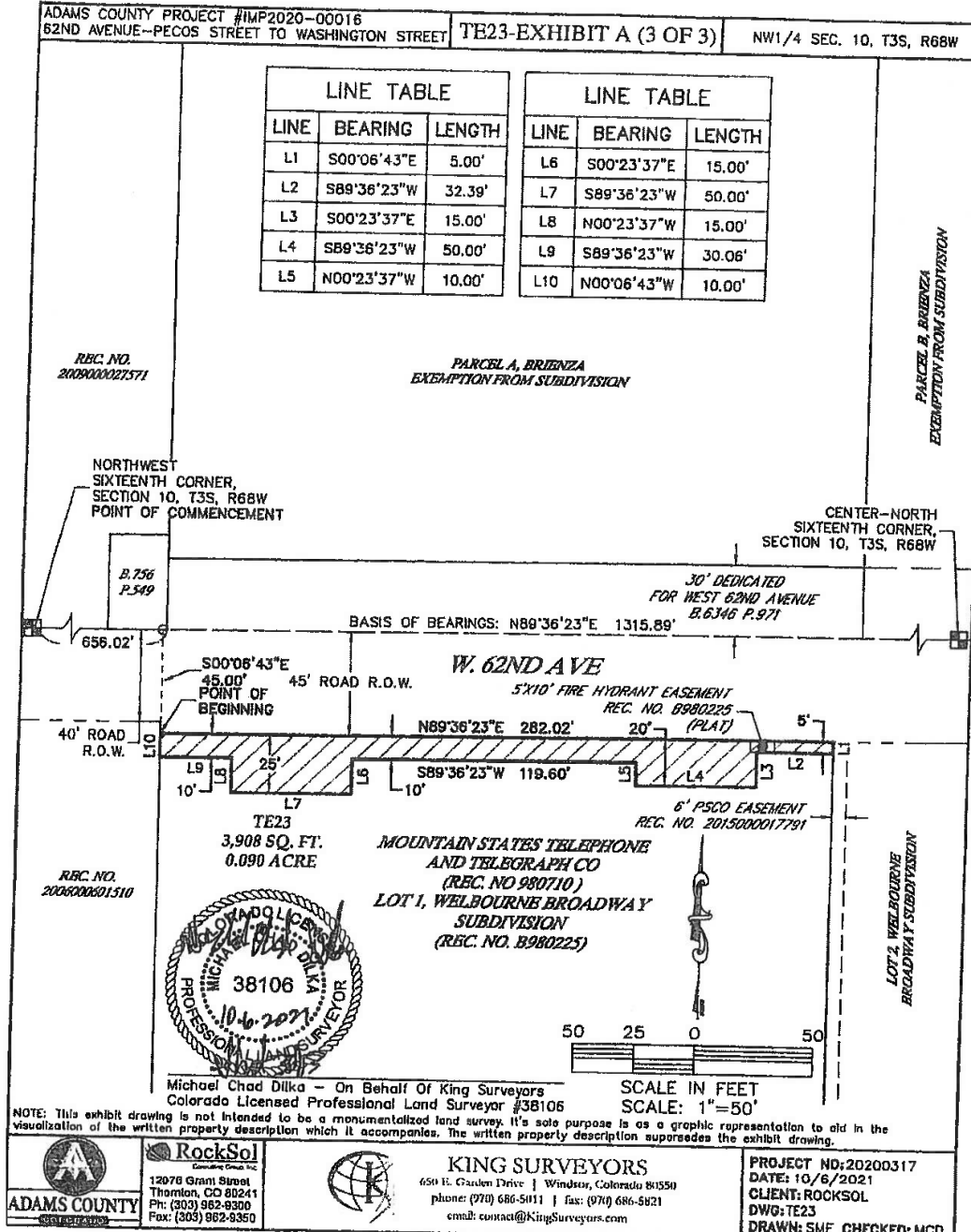


EXHIBIT A (1 OF 3)
TE23
Adams County Project #IMP2020-00016
62nd Avenue-Pecos Street to Washington Street

A parcel of land, being part of Lot 1, Welbourne Broadway Subdivision, recorded December 27, 1990 as Reception No. B980255 of the records of the Adams County Clerk and Recorder, located in the Southeast Quarter of the Northwest Quarter (SE1/4 NW1/4) of Section Ten (10), Township Three South (T.3S.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Adams, State of Colorado, and being more particularly described as follows:

COMMENCING at the Northwest Sixteenth (NW1/16) corner of said Section 10 and assuming the North line of the Southeast Quarter of the Northwest Quarter (SE1/4 NW1/4) of said Section 10, being monumentalized by a #5 rebar with a 3 1/4" diameter aluminum cap stamped "LS9489, 2002" in a monument box at the West end and by a 2 3/8" pipe with a 3 1/4" diameter aluminum cap stamped "LS25348" in a monument box at the East end, as bearing North 89°36'23" East, being a Grid Bearing of the Colorado State Plane Coordinate System, Central Zone, North American Datum 1983/2011, a distance of 1315.89 feet, with all other bearings contained herein relative thereto;

THENCE North 89°36'23" East along the North line of the Southeast Quarter of the Northwest Quarter (SE1/4 NW1/4) of said Section 10 a distance of 656.02 feet to the intersection with the Northerly extension of the West line of said Lot 1;

THENCE South 00°06'43" East along said Northerly extension a distance of 45.00 feet to the Northwest corner of said Lot 1, said point being the **POINT OF BEGINNING**;

THENCE North 89°36'23" East along the North line of said Lot 1 a distance of 282.02 feet to the Northeast corner of said Lot 1;

THENCE South 00°06'43" East along the East line of said Lot 1 a distance of 5.00 feet to a point being Five (5) feet, as measured at a right angle, South of the North line of said Lot 1;

THENCE South 89°36'23" West along a line being Five (5) feet, as measured at a right angle, South of and parallel with the North line of said Lot 1 a distance of 32.39 feet;

THENCE South 00°23'37" East a distance of 15.00 feet to a point being Twenty (20) feet, as measured at a right angle, South of the North line of said Lot 1;

THENCE South 89°36'23" West along a line being Twenty (20) feet, as measured at a right angle, South of and parallel with the North line of said Lot 1 a distance of 50.00 feet;

THENCE North 00°23'37" West a distance of 10.00 feet to a point being Ten (10) feet, as measured at a right angle, South of the North line of said Lot 1;



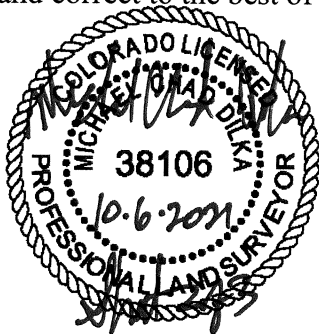
EXHIBIT A (2 OF 3)
TE23
Adams County Project #IMP2020-00016
62nd Avenue-Pecos Street to Washington Street

THENCE South 89°36'23" West along a line being Ten (10) feet, as measured at a right angle, South of and parallel with the North line of said Lot 1 a distance of 119.60 feet;
 THENCE South 00°23'37" East a distance of 15.00 feet to a point being Twenty-five (25) feet, as measured at a right angle, South of the North line of said Lot 1;
 THENCE South 89°36'23" West along a line being Twenty-five (25) feet, as measured at a right angle, South of and parallel with the North line of said Lot 1 a distance of 50.00 feet;
 THENCE North 00°23'37" West a distance of 15.00 feet to a point being Ten (10) feet, as measured at a right angle, South of the North line of said Lot 1;
 THENCE South 89°36'23" West along a line being Ten (10) feet, as measured at a right angle, South of and parallel with the North line of said Lot 1 a distance of 30.06 feet to the West line of said Lot 1;
 THENCE North 00°06'43" West along the West line of said Lot 1 a distance of 10.00 feet to the **POINT OF BEGINNING.**

Said described parcel of land contains 3,908 sq. ft. or 0.090 acre, more or less (±), and may be subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.

SURVEYORS STATEMENT

I, Michael Chad Dilka, a Colorado Licensed Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking and that it is true and correct to the best of my knowledge and belief.



Michael Chad Dilka - on behalf of King Surveyors
 Colorado Licensed Professional Land Surveyor #38106

KING SURVEYORS
 650 East Garden Drive
 Windsor, CO 80550
 (970) 686-5011

JN: 20200317

PLANNING COMMISSION FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION RECOMMENDING ACCEPTANCE OF A TEMPORARY CONSTRUCTION
EASEMENT AND RIGHT-OF-ENTRY FROM QWEST CORPORATION TO ADAMS
COUNTY FOR THE WEST 62ND AVENUE ROAD IMPROVEMENT PROJECT

At the regular meeting for the Planning Commission for Adams County, Colorado, held at County Government Center in Brighton on Thursday the 10th day of November 2022, the following proceedings and others were had and done, to wit:

WHEREAS, the Adams County Planning Commission has considered the advisability of acceptance by the Board of County Commissioners a Temporary Construction Easement and Right-of-Entry from Qwest Corporation, for the purpose of constructing drainage, irrigation ditch lateral and diversion box, curb, gutter and sidewalk within the right-of-way, modifying driveway approaches, modifying ground contours behind the curb, gutter and sidewalk where there will be sidewalk and for relocating privately owned improvements that are currently within the street right-of-way such as fences, mailboxes, driveway approaches and any other items that need to be relocated to private property as a part of this street and drainage project on the following described land to wit:

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

WHEREAS, this Temporary Construction Easement and Right-of-Entry is in conjunction with the West 62nd Avenue Capital Improvement Program Project – 62nd Avenue from Pecos Street to Washington Street, located on property with address of 280 West 62nd Avenue, located in the Northwest Quarter of Section 10, Township 3 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado.

NOW, THEREFORE, BE IT RESOLVED, that the Adams County Planning Commission recommends to the Board of County Commissioners that said Temporary Construction Easement and Right-of-Entry, from Qwest Corporation, be accepted by the Board of County Commissioners.

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

I, _____, Chairperson/Acting Chairperson of the Adams County Planning Commission do hereby certify that the annexed foregoing resolution is a true and correct record of the proceedings of the Adams County Planning Commission.

Chairperson/Acting Chairperson
Adams County Planning Commission

**TEMPORARY CONSTRUCTION EASEMENT
AND RIGHT-OF-ENTRY**

THIS AGREEMENT, made and entered into this _____ day of _____, 2022, by and between **Qwest Corporation**, a Colorado corporation, whose address is 1025 Eldorado Blvd., #31-D Broomfield, CO 80021 Attn: Vice-President of Real Estate, hereinafter referred to as the “Owner”, and the County of Adams, State of Colorado, a body politic, whose address is 4430 South Adams County Parkway, Brighton, Colorado 80601 hereinafter and collectively referred to as the “County”:

WITNESS, that for and in consideration of the sum of **TWENTY TWO THOUSAND ONE HUNDRED FORTY & NO/100’S DOLLARS (\$22,140.00)** and other good and valuable considerations, the receipt and sufficiency of which is hereby confessed and acknowledged, the Owner does hereby grant unto the County, its heirs, successors, contractors and assigns, a non-exclusive temporary construction easement and right-of-entry over the following property, to wit:

Legal descriptions as set forth in **Exhibit “A” and “B”** attached hereto and incorporated herein by this reference.

Also know by street and number as: 280 W 62nd Ave

Assessor’s schedule or parcel numbers: part of: 0182510203001

The County will remove 2 trees, 160 LF of 1 inch PVC Sprinkler Pipe and 16 Sprinkler Pop-Up Heads. But the County has agreed to reimburse the owner the expense of the trees and sprinkler system and made a part of this Agreement.

Said easement and right-of-entry is for the purpose of constructing drainage, irrigation ditch laterals and diversion box, curb, gutter and sidewalk within the right-of-way, modifying driveway approaches, modifying ground contours behind the curb, gutter and sidewalk where there will be sidewalk and for relocating privately owned improvements that are currently within the street right-of-way such as fences, mailboxes, driveway approaches and any other items that need to be relocated to private property as a part of this street and drainage project. All work shall be done at the sole cost and expense of County.

In further consideration of the granting of this easement, it is hereby agreed that all work performed by the County, its successors and assigns, in connection with this easement shall be done with care. Following completion of the work performed the surface of the property disturbed during construction shall promptly be restored to Owner’s reasonable satisfaction by County, at its sole cost and expense, reasonably similar to its original condition, or as close thereto as possible, except as necessarily modified to accommodate the street improvements being installed.

This easement will start 30 days after County gives written Notice of Construction to Owner and shall terminate twenty-four (24) months thereafter. If the County requires an extension at the end of the term, the County shall provide notice in writing to the Owner prior to the expiration of the term. The County will renegotiate a new temporary construction easement agreement. At the end of the term and any extension thereto, all rights granted under this Temporary Construction Easement and Right-of-Entry are released and the Property shall be considered free and clear of this Temporary Construction Easement and Right-of-Entry. This easement may be recorded in

the County records and shall run with the Property. County shall provide Owner with a release of this easement upon termination of the easement.

County accepts this easement subject to all existing licenses, easements, leases, grants, exceptions, encumbrances, title defects, matters of record, reservations and conditions affecting Owner's Property, the easement area or access to the same.

Prior to County's initial entry onto the Property under this Agreement, County shall require its contractors to obtain and maintain the following insurance listed with insurers having a "Best's" rating of A-VII or better, and deliver certificates of insurance evidencing the same to Grantee: (a) Commercial General Liability insurance covering claims for bodily injury, death, personal injury or property damage (including loss of use) occurring or arising in connection with this Agreement, including contractual liability coverage. The limits of such insurance will not be less than \$1,000,000 combined single limit per Occurrence and \$2,000,000 general aggregate; (b) Workers' Compensation insurance with statutory limits as required in the State of Colorado; and providing coverage for any employee entering onto the Property and/or Easement Tract in connection with this Agreement, even if not required by statute; (c) Employer's Liability or "Stop Gap" insurance with limits of not less than \$1,000,000 each accident; and (d) Business Automobile Liability insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles used in connection with this Agreement, with limits of at least \$1,000,000 per occurrence for bodily injury and property damage. The foregoing required insurance limits may be obtained through any combination of primary and excess or umbrella liability insurance. The certificate(s) will provide that: (i) Owner be added as additional insured, as its interests may appear, with respect to this Agreement; and (ii) the coverage is primary and not excess of, or contributory with, any other valid and collectible insurance purchased or maintained by Owner.

County acknowledges that Owner (or anyone on Owner's behalf) has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, present or future, of, as, to, concerning or with respect to: (a) the value, nature, quality, physical or other condition of the easement area; (b) the suitability of the easement area for any activities and uses which County may or plans to conduct on the easement area; (c) the compliance of or by the easement area with any laws, rules, ordinances, orders, decisions or regulations of any applicable governmental authority or body; (d) the habitability, merchantability or fitness for a particular purpose of the easement area; (e) the manner or quality of the construction or materials incorporated into the easement area; (f) the manner, quality, state of repair or lack of repair of the easement area; and (g) any other matter with respect to the easement area, and specifically, that Owner has not made, does not make and specifically disclaims any representations regarding compliance with any environmental, protection, pollution, land use, zoning, development or impact laws, rules, regulations, orders decisions or requirement. To the maximum extent allowed by law, County accepts the easement area in its "As-Is," "Where-Is" and "With-All-Faults" condition, and waives any right or claim against Owner arising out of the easement area.

SIGNATURES FOLLOW ON THE NEXT PAGE

Owner: Qwest Corporation, a Colorado corporation

By: LaRae D. Dodson

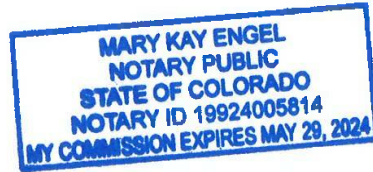
Print Name: LaRae D. Dodson

Title: VP of Real Estate and Fleet

Date: 7-12-22

STATE OF COLORADO)
CITY AND) §
COUNTY OF BROOMFIELD)

The foregoing instrument was acknowledged before me this 12TH day of July, 2022, by LaRae D. Dodson, as VP of Real Estate and Fleet of Qwest Corporation, a Colorado corporation.



Witness my hand and official seal.

My commission expires: 5/29/24

Mary Kay Engel
Notary Public

COUNTY: County of Adams, State of Colorado, a body politic

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A TO EASEMENT AGREEMENT

Legal Description of Property

SUB: WELBOURNE BROADWAY LOT:1

EXHIBIT B TO EASEMENT AGREEMENT

Legal Description of Easement Tract

SUB:WELBOURNE BROADWAY LOT:1

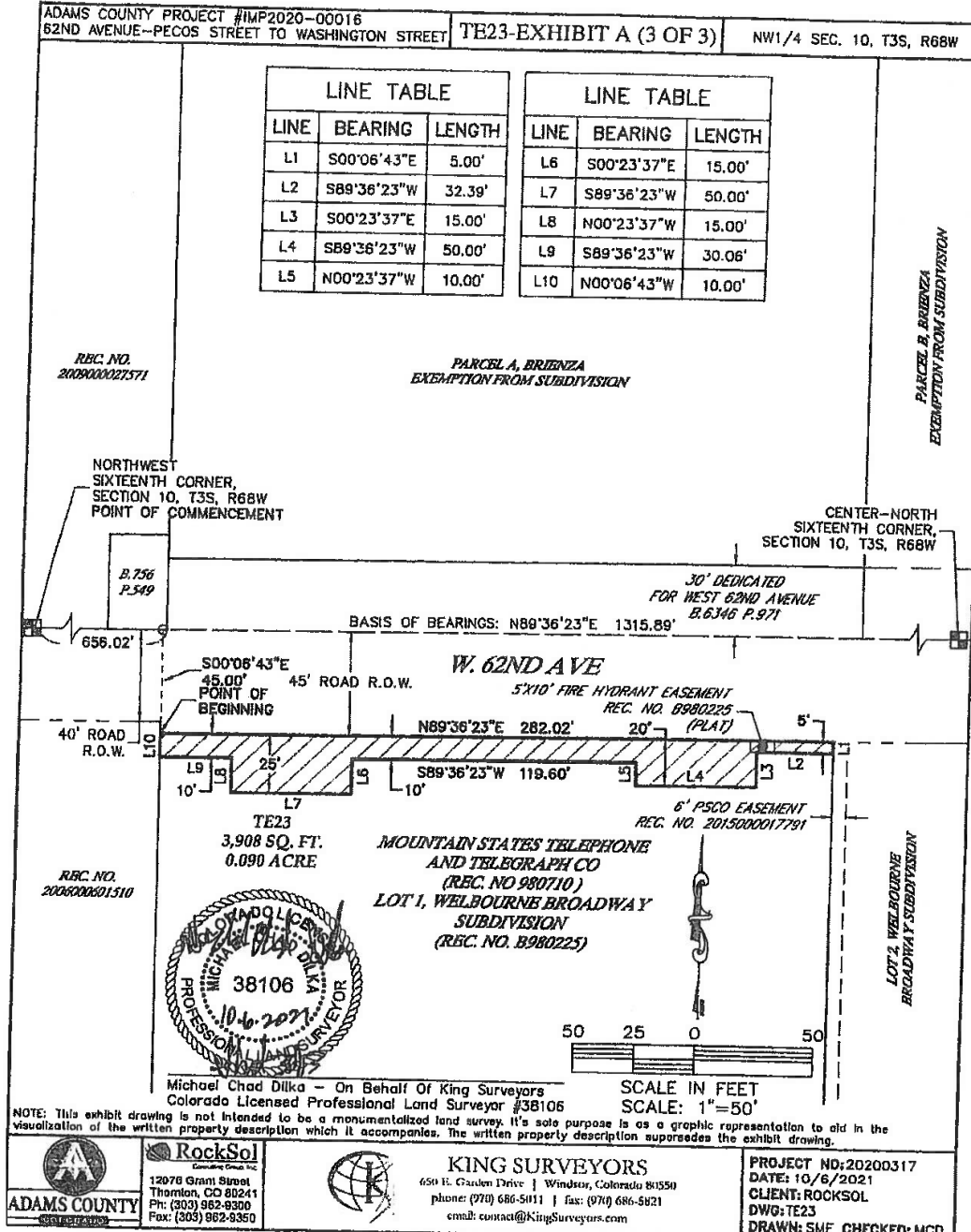


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Adams County Project #IMP2020-00016
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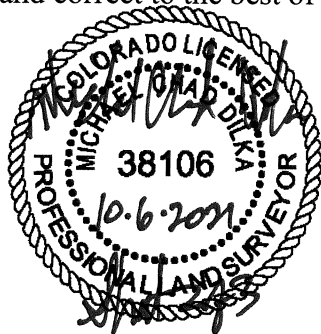
EXHIBIT A (2 OF 3)
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Adams County Project #IMP2020-00016
62nd Avenue-Pecos Street to Washington Street

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SURVEYORS STATEMENT

I, Michael Chad Dilka, a Colorado Licensed Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking and that it is true and correct to the best of my knowledge and belief.



Michael Chad Dilka - on behalf of King Surveyors
 Colorado Licensed Professional Land Surveyor #38106

KING SURVEYORS
 650 East Garden Drive
 Windsor, CO 80550
 (970) 686-5011

JN: 20200317

LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°06'43"E	5.00'
L2	S89°36'23"W	32.39'
L3	S00°23'37"E	15.00'
L4	S89°36'23"W	50.00'
L5	N00°23'37"W	10.00'

LINE TABLE		
LINE	BEARING	LENGTH
L6	S00°23'37"E	15.00'
L7	S89°36'23"W	50.00'
L8	N00°23'37"W	15.00'
L9	S89°36'23"W	30.06'
L10	N00°06'43"W	10.00'

PARCEL B, BRIENZA
EXEMPTION FROM SUBDIVISION

REC. NO.
2009000027571

PARCEL A, BRIENZA
EXEMPTION FROM SUBDIVISION

NORTHWEST
SIXTEENTH CORNER,
SECTION 10, T3S, R68W
POINT OF COMMENCEMENT

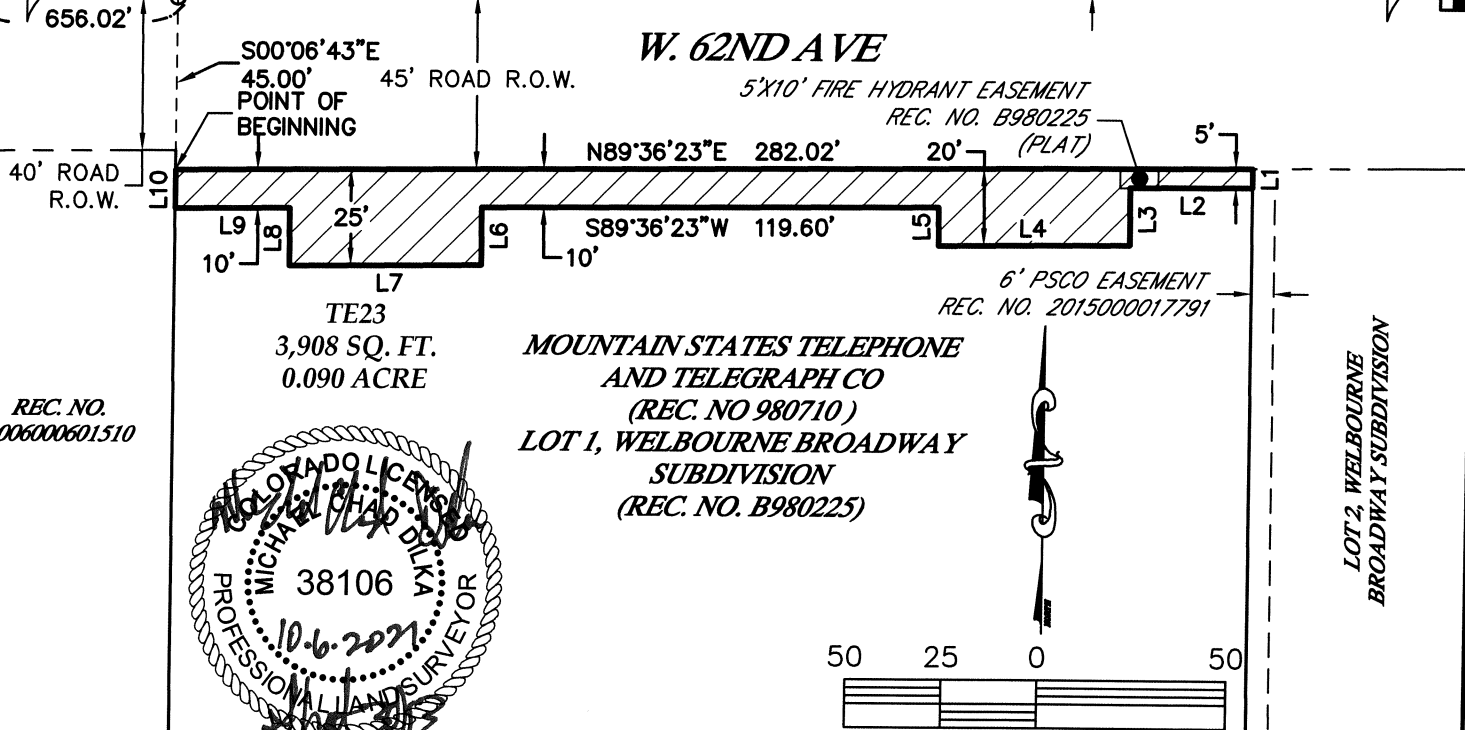
CENTER-NORTH
SIXTEENTH CORNER,
SECTION 10, T3S, R68W

B.756
P.549

30' DEDICATED
FOR WEST 62ND AVENUE
B.6346 P.971

BASIS OF BEARINGS: N89°36'23"E 1315.89'

W. 62ND AVE



S00°06'43"E
45.00'
POINT OF
BEGINNING

5'X10' FIRE HYDRANT EASEMENT
REC. NO. B980225
(PLAT)

6' PSCO EASEMENT
REC. NO. 2015000017791

TE23
3,908 SQ. FT.
0.090 ACRE

MOUNTAIN STATES TELEPHONE
AND TELEGRAPH CO
(REC. NO 980710)
LOT 1, WELBOURNE BROADWAY
SUBDIVISION
(REC. NO. B980225)

LOT 2, WELBOURNE
BROADWAY SUBDIVISION

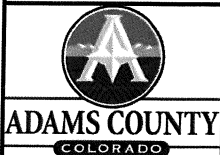
REC. NO.
2006000601510



Michael Chad Dilka - On Behalf Of King Surveyors
Colorado Licensed Professional Land Surveyor #38106

SCALE IN FEET
SCALE: 1"=50'

NOTE: This exhibit drawing is not intended to be a monumentalized land survey. It's sole purpose is as a graphic representation to aid in the visualization of the written property description which it accompanies. The written property description supersedes the exhibit drawing.



RockSol
Consulting Group, Inc.
12076 Grant Street
Thornton, CO 80241
Ph: (303) 962-9300
Fax: (303) 962-9350



KING SURVEYORS
650 E. Garden Drive | Windsor, Colorado 80550
phone: (970) 686-5011 | fax: (970) 686-5821
email: contact@KingSurveyors.com

PROJECT NO: 20200317
DATE: 10/6/2021
CLIENT: ROCKSOL
DWG: TE23
DRAWN: SMF CHECKED: MCD



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: November 29, 2022
SUBJECT/TITLE: Resolution for Final Acceptance of the Public Improvements Constructed at the Central 64 Subdivision, 2101 West 64 th Ave, (Case No.'s PLT2019-00009, EGR2019-00013, CSI2019-00024, SUB2020-00001, INF2019-00066, SIA2019-00011, ILD2020-00011, ILD2020-00064, ACC2020-00070, UTL2020-00191)
FROM: Brian Staley
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON:
RECOMMENDED ACTION: That the Board of County Commissioners approve a resolution granting Final Acceptance of the public improvements constructed at the Central 64 Subdivision, 2101 West 64 th Ave., (Case No.'s PLT2019- 00009, EGR2019-00013, CSI2019-00024, SUB2020-00001, INF2019-00066, SIA2019-00011, ILD2020-00011, ILD2020-00064, ACC2020-00070, UTL2020-00191).

BACKGROUND:

The Central 64 Subdivision is located at 2101 West 64th Ave. in unincorporated Adams County as indicated by the attached map (Exhibit A). The public improvements for the Central 64 Subdivision were granted Preliminary Acceptance on November 5th, 2021. As outlined in the Development Improvements Agreement attached to resolution number 2019-586, approved on October 8th, 2019, all improvements have satisfactorily completed the guarantee period. The Check No. 005883, that has been placed as collateral, will need to be released as part of this Final Acceptance.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Public Works Department; Adams County Community and Economic Development Department; Adams County Attorney's Office

ATTACHED DOCUMENTS:

Resolution; Exhibit A

FISCAL IMPACT:

No

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION FOR FINAL ACCEPTANCE OF THE PUBLIC IMPROVEMENTS
CONSTRUCTED AT THE Central 64 Subdivision, 2101 West 64th Ave, (Case No.'s PLT2019-
00009, EGR2019-00013, CSI2019-00024, SUB2020-00001, INF2019-00066, SIA2019-00011,
ILD2020-00011, ILD2020-00064, ACC2020-00070, UTL2020-00191).

WHEREAS, the required public street improvements have been constructed at the Central 64 Subdivision, 2101 West 64th Ave, (Case No.'s PLT2019-00009, EGR2019-00013, CSI2019-00024, SUB2020-00001, INF2019-00066, SIA2019-00011, ILD2020-00011, ILD2020-00064, ACC2020-00070, UTL2020-00191), in accordance with the approved construction drawings; and,

WHEREAS, in accordance with the provisions of the Adams County Development Standards and Regulations, the public improvements have satisfactorily completed the guaranty period; and,

WHEREAS, in accordance with the Adams County Development Standards and Regulations, the Adams County Public Works Department has inspected the public improvements for Final Acceptance; and,

WHEREAS, the Adams County Public Works Department recommends Final Acceptance of the public improvements constructed at Central 64 Subdivision; and,

WHEREAS, in accordance with the Adams County Development Standards and Regulations, and the Development Improvements Agreement as approved by resolution number 2019-586, approved on October 8th, 2019, all improvements have satisfactorily completed the guaranty period. The Check No. 005883, that has been placed as collateral, will need to be released as part of this Final Acceptance.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the public improvements constructed at Central 64 Subdivision, 2101 West 64th Ave., be and hereby are accepted and approved in accordance with the provisions of the Adams County Development Standards and Regulations.

BE IT FURTHER RESOLVED, that the Board of County Commissioners hereby authorizes the release of the posted collateral, as noted in Check No. 005883, as part of this Final Acceptance.

BE IT FURTHER RESOLVED, that the Chair of the Board of County Commissioners is hereby authorized to execute said Final Acceptance and any attending documents on behalf of Adams County.



Central 64 Subdivision, 2101 W. 64th Ave., Exhibit A Map



Legend

- Address
- Highways
 - Interstate
 - Highway
 - Tollway
- Streets
 - Streets
 - Ramp
- Building
 - Building
- County Parks and Open Space
 - County Parks and Open Space
- Small Lakes
 - Small Lakes
- Major Lakes
 - Major Lakes
- Rivers
 - Canal
 - Ditch
 - Primary Creek
 - River
 - Secondary Creek
 - Stream
- Parcels
 - Parcels
- County Boundary
 - County Boundary

1: 5,000



0.2 0 0.08 0.2 Miles

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

PLT2019-00009, EGR2019-00013, SUB2020-00001, SIA2019-00011, CSI2019-00024, ILD2020-00064



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: November 29, 2022
SUBJECT/TITLE: Resolution Approving Agreement with Adams County Health Department for Independent Hazardous Waste Facility Oversight at the Rocky Mountain Arsenal
FROM: Jenni Hall, Director; Chase Evans, Deputy Director; Katie Keefe, Environmental Program Manager
AGENCY/DEPARTMENT: Community & Economic Development
HEARD AT STUDY SESSION ON: November 15, 2022
RECOMMENDED ACTION: That the Board of County Commissioners Approves the Agreement with Adams County Health Department for Hazardous Waste Facility Oversight Services at the Rocky Mountain Arsenal

BACKGROUND:

In September 1997, Adams County approved a Certificate of Designation allowing the Army to Construct Hazardous Waste Landfills at the Rocky Mountain Arsenal ("RMA"). Condition Precedent Number 4 of the Certificate of Designation, Case Number 45-97-CD, requires the County to contract with Tri-County Health Department (TCHD), or other qualified entity, to provide oversight services at the RMA Hazardous Waste Landfill and other elements of the RMA environmental cleanup. Adams County has satisfactorily contracted with TCHD to provide these services since October 1, 1997, with several four-year renewal periods. On December 31, 2022, TCHD will dissolve, and the Adams County Health Department (ACHD) will begin serving as the local public health agency for Adams County. ACHD, as a qualified entity, proposes to continue RMA oversight services, including long term care, maintenance, and monitoring of installed systems as remediation projects come to completion with reporting to Adams County on an annual basis through post-closure operation and maintenance. ACHD staff possess the necessary historical project and facility knowledge, as well as professional expertise, to support the oversight program. Funding for the oversight program is provided by an agreement between the Army and ACHD that specifies direct payment to ACHD.

The Community and Economic Development Department recommends approval of the agreement between Adams County and ACHD to conduct independent oversight services at the Rocky Mountain Arsenal.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Health Department
Office of the County Attorney

ATTACHED DOCUMENTS:

Resolution
Environmental Cleanup Agreement

FISCAL IMPACT:

No

ADDITIONAL NOTE:

N/A

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AGREEMENT WITH ADAMS COUNTY HEALTH
DEPARTMENT FOR INDEPENDENT HAZARDOUS WASTE FACILITY OVERSIGHT AT
THE ROCKY MOUNTAIN ARSENAL

WHEREAS, Rocky Mountain Arsenal, operated by the United States Army (Army), is an Environmental Protection Agency designated Superfund site in Adams County; and,

WHEREAS, the Army continues the environmental cleanup, post closure and operation, and maintenance of the Rocky Mountain Arsenal (RMA) in southern Adams County, east of Commerce City, Colorado; and,

WHEREAS, Adams County, by resolution of the Board of County Commissioners, approved a Certificate of Designation (CD) application from the Army on September 15, 1997, to site a hazardous waste landfill as part of a Superfund remedy on the RMA property; and,

WHEREAS, the Conditions Precedent and Stipulations set forth by Adams County in its resolution approving the Army's substantive CD request (CASE #45-97-CD) establish that Adams County will contract with Tri-County Health Department (TCHD), or other qualified entity, to conduct oversight of the hazardous waste landfill and other elements of the RMA environmental cleanup; and,

WHEREAS, on December 31, 2022, TCHD will dissolve, and the Adams County Health Department (ACHD) will begin serving as the local public health agency for Adams County; and,

WHEREAS, ACHD, as a qualified entity, proposes to continue RMA oversight services, including long term care, maintenance, and monitoring of installed systems as remediation projects come to completion and reporting to Adams County on an annual basis through post-closure operation and maintenance; and,

WHEREAS, said proposal by ACHD would assist in protecting the health and safety of the citizens of Adams County; and,

WHEREAS, funds for the oversight program will be provided by the Army via an agreement between ACHD and the Army.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the agreement with Adams County Health Department, a copy of which is attached hereto and incorporated herein by this reference, is hereby accepted and approved to conduct independent oversight services at the Rocky Mountain Arsenal Hazardous Waste Landfill, and the chair of the Board is authorized to execute the same.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign the Agreement with Adams County Health Department for Independent Hazardous Waste Facility Oversight at the Rocky Mountain Arsenal on behalf of Adams County.

**ROCKY MOUNTAIN ARSENAL ENVIRONMENTAL CLEANUP
AGREEMENT FOR SUBSTANTIVE CERTIFICATE OF
DESIGNATION OVERSIGHT SERVICES**

THIS AGREEMENT (Agreement) is made and entered into as of the ___ day of _____ 2022, by and between the Adams County Board of County Commissioners, hereinafter referred to as the "County," and Adams County Health Department, hereinafter referred to as "ACHD."

RECITALS

1. WHEREAS, the United States Army (Army) continues the environmental cleanup, post closure and operation and maintenance of the Rocky Mountain Arsenal (RMA) in southern Adams County, east of Commerce City, Colorado; and
2. WHEREAS, the County, by resolution of the Board of County Commissioners, hereby attached as Exhibit B, approved a Certificate of Designation (CD) application from the Army on September 15, 1997, to site a hazardous waste landfill as part of a Superfund remedy on the RMA property; and
3. WHEREAS, the Conditions Precedent and Stipulations set forth by the County in its resolution approving the Army's substantive CD request (CASE #45-97-CD) establish that the County will contract with Tri-County Health Department (TCHD), or other qualified entity, to conduct oversight of the hazardous waste landfill and other elements of the RMA environmental cleanup; and
4. WHEREAS, on December 31, 2022, TCHD will dissolve, and the Adams County Health Department (ACHD) will begin serving as the local public health agency for Adams County; and
5. WHEREAS, ACHD, as a qualified entity, proposes to continue RMA oversight services as set forth in its workplans, hereby attached as Exhibit A, including reporting to the County on an annual basis through post-closure operation and maintenance; and
6. WHEREAS, said proposal by ACHD would assist in protecting the health and safety of the citizens of the County; and
7. WHEREAS, funds for the oversight program will be provided by the Army via an agreement between ACHD and the Army; and
8. WHEREAS, the County, by and through its Board of County Commissioners, has accepted the proposal of ACHD, as described above; and
9. WHEREAS, the County and ACHD mutually desire to embody their understanding and agreement in a written document, as herein set forth.

The County and ACHD, for the consideration herein set forth, agree as follows:

1. Performance by ACHD. ACHD shall perform oversight of the RMA hazardous waste facilities and environmental cleanup, pursuant to the terms and conditions of the resolution approving the CD, hereby included as Exhibit B, and as set forth in the ACHD workplans, hereby included as Exhibit A.
2. Program Funding. Consistent with 4(a) of the resolution approving the CD, ACHD will submit a budget to the U.S. Army. Program funding will be furnished to ACHD via an agreement between ACHD and the Army.
3. ACHD Insurance. ACHD has adopted a plan of self-insurance, to the extent required under the protection afforded ACHD by the Colorado Governmental Immunity Act.
4. Periodic Reports. ACHD shall promptly report any important findings to the County as soon as practicable. Written reports will be submitted consistent with the requirements of 4(c) of the resolution approving the CD, included as Exhibit B.
5. Termination. This Agreement may be terminated at any time, upon ninety (90) days advance written notice by either party to the remaining party to this Agreement. In the event of termination, ACHD shall cease work as of the effective date of the termination. Any compensation due ACHD in the event of termination of this agreement will not be the responsibility of the County.
6. Liaisons. For the purposes of this Agreement, the following individuals are designated as liaisons for each party:
 - For ACHD:
Brian Hlavacek, MAS, REHS
Environmental Health Division Director
Adams County Health Department
4430 South Adams County Parkway
Brighton, CO 80601
Phone: (303) 439-5914
 - For the County:
Katie Keefe
Environmental Program Manager
Community and Economic Development
4430 S. Adams County Parkway
1st Floor, Suite W2000A
Brighton, CO 80601
Phone: (720)523-6986
8. Effective Date and Termination Date. This agreement shall become effective January 1, 2023. The agreement terminates on December 31, 2027 but may be extended. Such renewals must be mutually agreed upon in writing by the County and ACHD.

Board of County Commissioners

Chair

Date

Attest:

Josh Zygielbaum, Clerk and Recorder

Deputy Clerk

Approved as to Form:

Adams County Attorney's Office

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ACHD'S SIGNATURE PAGE

Signature

Date

Printed Name

Title

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EXHIBIT A**RMA OVERSIGHT PROGRAM WORKPLANS
FISCAL YEAR 2022 – 2023**

Presented below are Adams County Health Department's (ACHD) work breakdown structure (WBS), and scoping assumptions for the RMA Oversight Program for fiscal years 2022-2023. Since the landfills have been constructed and are currently in the Operations and Maintenance phase, the work elements (WE) for this workplan have been revised to reflect the reduced workload. The work elements (WE) and sub-elements (SE) of this WBS include scope and budget to meet the oversight requirements set forth in the Adams County Board of County Commissioners resolution for Case # 45-97-CD dated September 29, 1997.

PROPOSED WBS

WE 1.0 MEETINGS

WE 2.0 LANDFILL CONSTRUCTION OVERSIGHT

WE 3.0 LANDFILL AND COVERS OPERATIONAL OVERSIGHT

WE 4.0 LANDFILL CLOSURE OVERSIGHT

WE 5.0 POST-CLOSURE OVERSIGHT

WE 6.0 REPORTING

WE 7.0 AIR EMISSIONS/ODORS

WE 8.0 PROGRAM MANAGEMENT

SCOPING ASSUMPTIONS**GENERAL ASSUMPTIONS**

The period of performance for the services covered under this scope of work is January 1, 2023 to December 31, 2027.

ACHD's proposed level of effort for this program is based upon:

- Meeting the requirements set forth in the Adams County Board of County Commissioner's resolution for Case # 45-97-CD dated September 29, 1997.
- To avoid duplication of effort, ACHD has specifically not included labor to ensure that the Operations and Maintenance Activities of RMA meets CERCLA

or RCRA requirements since these responsibilities are being met by the USEPA and CDPHE respectively.

WE 1.0 MEETINGS

Attendance by ACHD staff at RMA related meetings is a vital component of oversight activities related to landfill Operations and Maintenance (O&M). These meetings allow ACHD staff to stay abreast of current issues, assist in conflict resolution, and to keep local citizens and Adams County informed of the O&M activities that continue to occur.

Meetings attended will include but not be limited to:

- RMA Water Team
- RMA Committee
- Public Relations Office Subcommittee
- RMA Caps & Covers Team
- Win-Win Coalition
- Area Boards
- RMA Council
- Steering and Policy Committee (SAPC)

WE 2.0 LANDFILL CONSTRUCTION OVERSIGHT

No landfill construction activities will occur during this period of performance.

WE 3.0 LANDFILL and COVERS OPERATIONAL OVERSIGHT

The landfills and covers are currently in the operational and maintenance phase. Construction has been completed but closure has not yet occurred. The following activities related to operation oversight will be conducted by ACHD:

- ACHD staff will attend regularly scheduled inspections and associated meetings the landfills and related covers to ensure that they are operating as designed.
- Regularly scheduled inspections vegetation inspections may also be attended by ACHD staff.
- ACHD staff will participate in any additional inspections as requested or necessary.
- ACHD will review and make comments (as necessary) on any project reports that are submitted by the Army to the regulatory agencies for review.

WE 4.0 LANDFILL CLOSURE OVERSIGHT

No closure activities will occur during this period of performance.

WE 5.0 POST-CLOSURE OVERSIGHT

No post-closure activities will occur during this period of performance.

WE 6.0 REPORTING

Annual Reports: To respond to CD condition 4. (c), ACHD will prepare annual reports regarding Operations and Maintenance oversight activities conducted by the Department. Annual reports may include:

- A summary of significant landfill related activities that occurred during the reporting period.
- An overview of ACHD's oversight activities.
- A listing of the landfill operations and maintenance documents that have been reviewed by the Department.
- A listing of odor complaints received by the Department (if any) and a summary of how the complaint was resolved.
- A listing of any other types of complaints received by the Department (if any) and a summary of how the complaint was resolved.

WE 7.0 AIR EMISSIONS/ODORS

Odor Response and Investigations: CD condition 5 (b) requires that ACHD respond to odor complaints in Adams County. ACHD understands that no remediation projects are scheduled for implementation during this period of performance that are anticipated to generate odors that would impact offpost areas. However, in the event that odor complaints are received, ACHD will investigate these complaints.

WE 8.0 PROGRAM MANAGEMENT

This work element includes labor for program management and administration of the work covered under this program. Program management activities covered include:

- Community information support.
- Attendance by the Department and Division Director at regularly scheduled status meetings with the Army.
- Review of ACHD invoices to the Army by program staff.

Exhibit B

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STATE OF COLORADO)
COUNTY OF ADAMS)

At a regular meeting of the Board of County Commissioners for Adams County, Colorado, held at the Administration Building in Brighton on MONDAY the 15TH day of SEPTEMBER, 1997 there were present:

Martin J. Flaum _____ Chairman
Elaine T. Valente _____ Commissioner
Ted L. Strickland _____ Commissioner
Rita M. Connerly _____ Acting County Attorney
Linda Hawkins, Deputy _____ Clerk of the Board

when the following proceedings, among others were held and done, to-wit:

ZONING HEARING DECISION - CASE #45-97-CD
ROCKY MOUNTAIN ARSENAL

WHEREAS, on the 8th day of September, 1997, the Board of County Commissioners, held a public hearing on the application of United States Army, Case #45-97-CD; and,

WHEREAS, this case involved an application for Certificate of Designation to site a hazardous waste landfill as part of a Superfund remedy, on the following described property:

LEGAL DESCRIPTION: Rocky Mountain Arsenal.

APPROXIMATE LOCATION: 72nd Avenue and Quebec Street.

WHEREAS, substantial testimony was presented by members of the public and the applicant; and,

WHEREAS, the Adams County Planning Commission held a public hearing on the 28th day of August, 1997, and forwarded a recommendation of approval to the Board of County Commissioners; and,

WHEREAS, at the hearing of September 8, 1997, the Board of County Commissioners directed the County Attorney to prepare formal Findings and Recommendations for adoption at the public hearing of September 15, 1997.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that based upon the evidence presented at the hearing of September 8, 1997 and the recommendations of the Department of Planning and Development and the Planning Commission, the application in this case be hereby **APPROVED** based upon the following findings of fact, and is subject to the fulfillment of the following conditions precedent and stipulations by the applicant:

Findings of Fact:

1. The application was referred by Adams County to the Colorado Department of Public Health and Environment as required by the Colorado Hazardous Waste Act, Section 25-15-202, C.R.S.
2. By letter, dated June 7, 1997, the Colorado Department of Public Health and Environment advised Adams County that the Department had completed its review of the United States Army's application as required by the Colorado Hazardous Waste Act, and that the Department approved the application subject to conditions set forth in the advisory letter.
3. Colorado Department of Public Health and Environment finds that the site is suitable for the construction of a new non-commercial containment facility for the Rocky Mountain Arsenal wastes.
4. Because the Rocky Mountain Arsenal is a Superfund site, the Environmental Protection Agency will also have oversight responsibilities over the landfill. In a letter, reference number 8-EPR-F, the Environmental Protection Agency confirms it's review of the submitted application and suggested the addition of several details to the application which were addressed by the applicant.
5. The requirement to successfully complete a Superfund remediation of the Rocky Mountain Arsenal establishes a need for this type of facility in Adams County.
6. The proposed facility will not cause significant land pollution, water pollution, noise, traffic congestion, or traffic hazards, and will have little or no adverse impact on contiguous properties.

PAGE TWO
CASE #45-97-CD
Rocky Mountain Arsenal

- 7. The proposed facility will meet all Environmental Protection Agency and Colorado Department of Public Health and Environment Regulations and Standards.
- 8. The applicant has demonstrated, through actions taken at the Rocky Mountain Arsenal, in areas of interim actions including ground water remediation at the boundaries, Basin F Submerged Quench Incinerator Project, Klein Water Treatment Plant, and an alternate water supply for South Adams County Water and Sanitary District, a willingness to cooperate with the local community in remediation of the Arsenal.
- 9. The applicant has demonstrated an ability to construct a project of this magnitude through construction of other projects, including interim response actions at Rocky Mountain Arsenal and projects throughout the United States.
- 10. Adams County has been an active and integral part of the negotiation process through its membership with the Northern Community Coalition leading to the signing of the ROD and the subsequent use of the landfill as a major component of the remediation.
- 11. Requirements of C.R.S. 25-15-203, concerning factors of concern to the County, compliance with health standards, and compatibility with the County Comprehensive Plan have been considered. In addition, all criteria as listed in the Adams County Zoning Regulations (Section 4.553, Criteria for Review), have been reviewed and have been found to be satisfied.
- 12. The property was properly posted with the notice of the time, date, place and purpose of the hearings.
- 13. Referrals of the application were made to numerous agencies, entities, and individuals in a timely fashion.

Conditions Precedent:

- 1. Demonstrate to the County that the comments concerning the Substantive Certificate of Designation submitted by the Environmental Protection Agency in their February 27, 1997, letter, Reference Number 8EPR-F, have been addressed to the satisfaction of the Environmental Protection Agency.
- 2. Incorporate the conditions stipulated in the Colorado Department of Public Health and Environment's letter dated July 7, 1997, into the Substantive Certificate of Designation Submission:
 - a) Provide a more detailed explanation of the ground water system under the CAMU. Include historical trends of water levels and their relation to other activities at the site which may have affected the ground water levels under the CAMU. If this explanation indicates that the current monitoring network is not sufficient, appropriately modify the monitoring system to the satisfaction of Colorado Department of Public Health and Environment.
 - b) If the excavated side slopes of the subgrade expose material that is classified as coarser than SM (silty sand), a minimum of three feet of that material should be removed and replaced with structural fill that classifies as finer than SM. The facility has already committed to performing this on the bottom of the excavation.
 - c) Analyze the seismic stability of the disposal cell design, using values for horizontal acceleration determined by a review of appropriated technical literature.
 - d) Due to the unique nature of the landfill operation, air monitoring will be required as part of the standard operating protocol. The landfill differs from individual soil site air monitoring requirements in that waste material from multiple site excavations will be received simultaneously. Regular, routine air monitoring needs to be conducted in order to prevent unacceptable off-site air quality. Air emission predictions from the IC-APA (Interactive Comprehensive Air Pathway Analysis) tool should be used to guide type, level, and frequency of air monitoring. As with all RMA soil excavation and placement activities, consideration of air impacts with the IC-APA tool along with appropriate air monitoring will be a daily responsibility.

3. Incorporate the conditions recommended in the Tri-County Health Department's letter dated stamped August 14, 1997, into the Substantive Certificate of Designation Submission:
 - a) The Substantive Certificate of Designation Submission (SCDS) is not explicit about what features are covered by the CD. The report uses the singular term "landfill," and it is not clear that this refers to both the double and triple lined landfill areas not just to the double lined landfill cells. The report should have included a separate section describing exactly what other activities within the landfill Corrective Action Management Unit (CAMU) area, as described in Figure 2 of the SCDS, would be addressed in the CD.
 - b) The SDCS and CAMU Designation Document (CDD) reference other plans, e.g., Air Emission Control Plan, Engineering Design Report (CDD), Landfill Contingency Plan, Construction Quality Assurance Plan, etc. These references are scattered throughout the report making it quite difficult to follow and locate all documents which apply to this SCDS. Additionally, many documents are in various stages of development. An expected date of completion should be provided for these. Each document may require regulatory review and approval. CD language should stipulate that all applicable documents will require regulatory review and approval as they become final.
 - c) The Army shall continue to provide other information including, but not limited to, specifications, detailed design analysis, detailed engineering and construction drawings, quality assurance plans, operational plans and wastewater management plans, etc.
 - d) Key issues that shall be addressed as part of the plans described above, include: hours of operation, access and haul roads for all construction material to be brought on site, borrow material quality assurance, and air emission plans. As these details are determined for both the double lined cell and triple lined cells, that information should be forwarded to the County (or Tri-County Health Department) for review and concurrence.

4. To the extent not provided for by the Colorado Department of Public Health and Environment, Adams County will contract with Tri-County Health Department, or other qualified entity, to conduct oversight of the hazardous waste landfill. The applicant shall incorporate into the Quality Control/Quality Assurance plan a field dispute resolution procedure that is acceptable to Adams County and Tri-County Health Department. Adams County reserves the right to conduct random split sampling to verify test procedures and results utilized by the applicant, the cost of which will be included in the contract budget submitted to the Army by Tri-County Health Department through Adams County.
 - a) Tri-County Health Department shall submit a budget to the U.S. Army, through Adams County, annually, on October 1.
 - b) Scope of work to be performed for Adams County by Tri-County Health shall include.
 - (1) Pre-construction design review, including operation plan, design and specifications.
 - (2) Oversight of excavation of cells, and borrow material to be used for construction of cells and cell liner.
 - (3) Oversight of construction of liner systems.
 - (4) Oversight of hauling and placement of waste material.
 - (5) Oversight of construction of cover/cap.
 - (6) Post closure monitoring and post closure monitoring of maintenance until the end of post closure maintenance as determined by Colorado Department of Public Health and Environment.
 - c) Tri-County Health Department shall submit a report to Adams County semi-annually, concerning the design, construction and operation of the landfill. After closure Tri-County Health will submit a report to Adams County annually.
 - d) In areas that Colorado Department of Public Health and Environment directly conducts oversight, Tri-County Health Department may minimize duplication of oversight services where it is deemed appropriate by Adams County.

5. The applicant shall design an Air Emissions Control Plan which shall incorporate an Odor Monitoring Plan for each remediation project, to the satisfaction of the County.

- a) Citizens from the local community must be involved with monitoring odors.
 - b) Tri-County Health Department will respond to odor complaints in Adams County with appropriate enforcement based upon Colorado Air Quality Control Commission's Regulation Number 2.
 - c) Off post and on post monitoring and sampling will be in conjunction with Commerce City's Industrial Air Council or successor. Monitoring and sampling will use the Air Council's meteorological station network information for the purposes of minimizing odor impacts to the community.
 - d) Odor monitoring must include the use of ASTM Method E 544-75, Odor Intensity Method.
 - e) Each Odor Monitoring Plan must include odor characterization and intensity level parameters on the Butanol Scale.
 - f) Remediation projects with emissions exceeding standards set in the Odor Monitoring Plan will be field altered immediately or stopped in a safe and reasonable amount of time.
 - g) Projects which have been field altered must show a reduction in odors in a specified time frame, set in the Odor Monitoring Plan, to meet the standards set in the Odor Monitoring Plan within one hour from the order to field alter. Projects which do not show a reduction in odors to meet standards set in the Odor Monitoring Plan must be stopped in a safe and reasonable amount of time.
 - h) Projects which have been stopped due to odors may not resume until it is determined, to the satisfaction of the County, that a modification to the project construction will reduce odors to meet Odor Monitoring Plan requirements.
 - i) Odors, in the context of this Condition Precedent, are not necessarily health threatening, but could be "noxious" in nature.
6. The applicant shall develop, with Tri-County Health Department or other qualified entity, in a public meeting, to the satisfaction of Adams County, a methodology to resolve issues of concerns which are within the context of this Certificate of Designation. Tri-County Health Department will have the authority under this Certificate of Designation to bring issues of concern, within the context of this Certificate of Designation, to resolution within that methodology. The methodology shall have, at a minimum, a procedure for notification, a time frame for the resolution of issues, and the identification of a final resolution authority.
 7. Demonstrate to Adams County that an Emergency Notification System and Evacuation Plan has been developed with School District 14. The Plan is to allow for a safe orderly evacuation should the need arise.
 8. The applicant shall develop, in the landfill design, a plan which allows the contours of the landfill to blend into the surrounding topography.
 9. Adams County acknowledges that Colorado Department of Public Health and Environment may require a fence to facilitate security against intrusion into the landfill area during the operation phase of the landfill. Adams County also acknowledges that Colorado Department of Public Health and Environment may require the continuation of "operation security requirements" during the landfill's post-closure period, which could include fencing. The Rocky Mountain Arsenal will continue as a Federal Wildlife Refuge Facility after completion of the Superfund remediation, with a security fence around the entire facility's perimeter, and with extremely limited public access to the facility. However if a fence is chosen by Colorado Department of Public Health and Environment for post-closure security at the landfill boundaries, the applicant shall maximize the use of methods such as non-reflective materials, landscaping, or berming to minimize visibility of the fence to the satisfaction of the County.

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CASE #45-97-CD
Rocky Mountain Arsenal

Stipulations:

1. Reports are to be provided by the U.S. Army to Adams County, Tri-County Health Department, and Colorado Department of Public Health and Environment containing information on all environmental monitoring results concerned with the Landfill Operations. At a minimum the reports are to be provided quarterly.
2. Prior to disposing of waste in any completed cell, the applicant shall obtain from Colorado Department of Public Health and Environment and Tri-County Health Department or other qualified entity a statement that construction has been properly performed in accordance with the Quality Control/Quality Assurance plan and that required monitoring devices and programs are operational and in place.
3. Off-Post haul routes and hours of hauling, within Adams County, are subject to approval by Adams County.
4. The applicant shall ensure that haulers supplying construction materials for the proposed facility use haul routes approved by Adams County.
5. The applicant shall, where possible and where allowed by the Federal Acquisition Regulations, purchase goods for use at the facility from Colorado sources, with preference being given to Adams County vendors. In addition, where possible and where allowed by the Federal Acquisition Regulations, Adams County residents shall be given preference in hiring and contracts.
6. The only waste which may be disposed of in this hazardous waste landfill are wastes which were generated within the boundaries of the Rocky Mountain Arsenal and are part of the Rocky Mountain Arsenal Record of Decision and Corrective Action Order.
7. The applicant shall continue involvement in community organizations related to the Rocky Mountain Arsenal such as the Medical Monitoring Advisory Group and the Restoration Advisory Board.
8. The applicant shall institute controls to prevent the blowing of dirt, sand, or debris from the boundaries of the Arsenal.

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

Flaum	_____	Aye
Valente	_____	Aye
Strickland	_____	Aye
Commissioners		

STATE OF COLORADO)
County of Adams)

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 29TH day of SEPTEMBER, A.D. 1997.

County Clerk and ex-officio Clerk of the Board of County Commissioners

Robert Sack
By *Suey Trujillo*
Deputy





PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: November 29, 2022
SUBJECT/TITLE: Resolution Approving Oil and Gas Lease between Adams County and Extraction Oil and Gas, Inc. For Approximately 280 Net Mineral Acres Beneath Several Parcels of Land Near Picadilly Road and 152 nd Avenue
FROM: Jessica Coffey
AGENCY/DEPARTMENT: Fleet and Facilities
HEARD AT STUDY SESSION ON: November 22, 2022
RECOMMENDED ACTION: Staff recommends that the Board of County Commissioners approves the Oil and Gas Lease for approximately 280 acres north of Barr Lake.

BACKGROUND:

Adams County has had a mineral leasing policy since 2014. The policy governs the solicitation of mineral leasing for county-owned mineral rights. Per policy, a competitive procurement process is the preferred method of awarding mineral leases. On October 18, 2022, Facilities and Fleet Management (FFM) staff presented to the Board of County Commissioners the proposed Barr Lake area minerals to be leased and received direction to proceed with a Request for Proposal (RFP) process. The mineral leasing RFP closed on November 8, 2022 with two responses. The evaluation committee selected the most responsive and responsible proposal and FFM issued a recommendation to award a mineral lease to Civitas Resources, Inc / Extraction Oil and Gas, Inc. in study session on November 22, 2022. The Board of County Commissioners approved the recommendation in said study session. The mineral lease provides an upfront bonus payment of approximately \$1,123,062.00 and generates 20% royalty on production during the life of the wells.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Facilities and Fleet Management; Parks, Open Space & Cultural Arts; County Attorney's Office; Purchasing, Community and Economic Development

ATTACHED DOCUMENTS:

Resolution, Oil and Gas Lease

FISCAL IMPACT:

Yes

Fund:	1			
Cost Center:	1			
		Object Account:	Subledger:	Amount:
Current Budgeted Revenue:				
Additional Revenue not included in Current Budget:	6740			\$1,123,062.00
Total Revenues:				<u>\$1,123,062.00</u>
		Object Account:	Subledger:	Amount:
Current Budgeted Operating Expenditure:				
Add'l Operating Expenditure not included in Current Budget:				
Current Budgeted Capital Expenditure:				
Add'l Capital Expenditure not included in Current Budget:				
Total Expenditures:				<u>\$0</u>
New FTEs requested:	No			
Future Amendment Needed:	No			

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING OIL AND GAS LEASE BETWEEN ADAMS COUNTY AND
EXTRACTION OIL AND GAS, INC. FOR APPROXIMATELY 280 NET MINERAL ACRES
BENEATH SEVERAL PARCELS OF LAND NEAR PICADILLY ROAD AND 152ND
AVENUE

WHEREAS, Adams County (“County”) owns several parcels of land near Barr Lake; and,

WHEREAS, Extraction Oil and Gas, Inc. wishes to lease the oil and gas rights from the County on approximately 280 acres comprised of multiple parcels located near Picadilly Road and 152nd Avenue (the “Property”); and,

WHEREAS, Adams County is willing to lease its oil and gas rights on the Property to Extraction Oil and Gas, Inc. pursuant to the terms and conditions of the attached Oil and Gas Lease, which does not allow any surface occupancy of the Property.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado that the Oil and Gas Lease between Adams County and Extraction Oil and Gas, Inc. for approximately 280 net mineral acres near Picadilly Road and 152nd Avenue, a copy of which is attached, is hereby approved.

BE IT FURTHER RESOLVED that the Chair is hereby authorized to sign said Oil and Gas Lease on behalf of Adams County after approval to form by the County Attorney’s Office.

OIL AND GAS LEASE

(No Surface Occupancy)

Adams County, Colorado Form – Producers 88

AGREEMENT, Made and entered into the ____ day of _____, 20____ by and between **ADAMS COUTY, COLORADO**, Lessor, whose address is **4430 ADAMS COUNTY PARKWAY, BRIGHTON, COLORADO 80601**, and _____, Lessee, whose address is _____.

- 1. Grant of Leased Premises.** In consideration of a cash bonus in hand paid, the receipt of which is hereby acknowledged, together with the covenants contained herein, Lessor grants, leases and lets to Lessee, on the terms set out below, the oil and gas mineral interest, described on Exhibit "A" attached hereto and made a part hereof, for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and non-hydrocarbon substances produced in association therewith ("Oil and Gas Substances"). The term "gas", as used herein, includes helium, carbon dioxide gaseous sulfur compounds, methane produced from coal formations and other commercial gases, as well as normal hydrocarbon gases. If at any time, it is determined that the leased premises is larger in size than the net mineral acres set out on Exhibit "A", Lessee will proportionally adjust the bonus upward and shall pay all additional back royalties due on the increase to Lessor.
- 2. Paid Up Lease.** This is a PAID UP LEASE. In consideration of the cash bonus payment, Lessor agrees that the Lessee shall not be obligated, except as otherwise set out herein, to commence or continue any operations during the primary term of this lease, nor shall the Lessee be required to pay rent during such primary term. Lessee may, at any time during or after the primary term, release all or any part of this Lease by delivering to the Lessor and filing of record in the Office of the Adams County Clerk and Recorder a release or releases. Such release(s) shall not relieve the Lessee of its plugging or reclamation obligations, nor of any of Lessee's obligations under the terms of this which accrued prior to the date the release was recorded.
- 3. Royalty Payment.** For all of the volume of Oil and Gas Substances that are physically produced from the leased premises, or allocated to the leased premises from wells which are pooled therewith, Lessor shall receive a royalty of Twenty Percent (20%) of the amount determined by multiplying i) the produced volume of each Oil and Gas Substance by ii) the weighted average sales price per barrel, gallon or mmbtu actually received by Lessee, and/or, if applicable, its affiliates, as the result of all arms-length sales of each produced Oil and gas Substance to an unaffiliated party. Lessor's royalty shall not be subject to any direct or indirect cost, charge or deduction, excepting only the Lessor's proportionate share of Colorado production,

severance and ad valorem taxes. Such non-deductible costs shall include, but shall not be limited to, all costs of developing, gathering, marketing, compression, transportation, dehydration, removal of liquid or gaseous substances or impurities from the affected production, and further shall include any and all losses or reductions of produced volumes which result from use as fuel (other than as fuel for equipment located on a wellpad to produce Oil and Gas Substances), line loss, flaring, venting or otherwise from and after production from the earth, whether such cost is incurred by the Lessee, an affiliate of the Lessee, a purchaser, or transporter, or by any third party.

If Lessee uses any Oil and Gas Substance (other than as fuel for equipment located on a wellpad used to produce Oil and Gas Substances) in lieu of receiving sale proceeds, the price to be used to pay Lessor's royalty on such used volumes of substances under this provision shall be the weighted average sales price referred to above for the applicable month.

- 4. Term of Lease.** This lease shall be in force for a primary term of three (3) years from the date hereof, and for so long thereafter as oil and gas or other substances covered hereby are produced in paying quantities from the leased premises or from mineral interests pooled therewith, or this lease is otherwise maintained in effect pursuant to the provisions hereof. Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operation during the primary term.

The primary term may be extended for an additional two (2) years by paying to Lessor an equal sum as originally paid as bonus to Lessor herein, if such amount is paid, in good funds, in advance before the expiration of the primary term. In the event Lessee timely makes the payment provided for above, Lessee shall record a notice of such extension in the records of the Clerk and Recorder of Adams County, Colorado and then all terms of this Lease shall remain in full force and effect as if the original primary term was five years.

From and after the expiration of the primary term, as the same may have been extended, this lease shall automatically terminate and expire as to: a) all oil and gas mineral interests that were subject to this lease which are located outside the boundaries of a spacing unit, established by the Colorado Oil And Gas Conservation Commission ("COGCC"), upon which there is then located a well producing in paying quantities or a well capable of producing in paying quantities which is shut-in for the reasons stated in this lease, and b) all oil and gas mineral interests that were subject to this lease which are located more than 50 feet below the base of the stratigraphically deepest interval in each applicable spacing unit which is then capable of production Oil and Gas Substances in paying quantities. Lessee shall file a release of those portions of the lease premises which have terminated in the Adams County records

within thirty (30) days of such termination or, if Lessee fails to do so, Lessor shall have the right to obtain a Court ordered release, and Lessee shall reimburse Lessor for all expenses and attorneys fees incurred to obtain the Court ordered release.

- 5. Operations.** If the Lessee drills a well which is incapable of producing in paying quantities (hereinafter called “dry hole”) on the leased premises or on lands pooled therewith, or if production in paying quantities from the leased premises has ceased, from any cause, then in the event this lease is beyond the primary term it shall nevertheless remain in force if the Lessee commences further Operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled therewith within 120 days after completion of operations on such dry hole or within 120 days after such cessation of production in paying quantities. If after the primary term this lease is not otherwise being maintained in force, but the Lessee is then engaged in Operations, as defined below, this entire lease shall remain in force for an additional 120 days from the completion of operations on such dry hole or the cessation of all production in paying quantities, and if any such Operation results in the production of Oil and Gas Substances , as long thereafter as there is production in paying quantities from the leased premises or lands pooled therewith. As used herein, the term Operations shall mean any activity continuously conducted on or affecting the leased premises or on lands pooled therewith that is reasonably calculated to obtain or restore production in paying quantities, including without limitation, i) drilling or acts preparatory to drilling actually conducted on the leased premises or lands pooled therewith (such as building roads or constructing a drillsite as long as actual drilling operations are commenced forthwith); ii) completing, reworking, plugging back, deepening, treating, stimulating, refitting, installing an artificial lift or production enhancement equipment; and iii) constructing facilities to enable the production, treatment, transportation and marketing of Oil and Gas Substances produced from the leased premises or lands pooled therewith.
- 6. No Surface Occupancy.** Notwithstanding anything contained herein, this lease is a “No Surface Occupancy” Oil and Gas Lease. It is agreed and understood that the Lessee, together with its successors and/or assigns, shall not conduct any drilling or completion operations or locate any wells, pipelines, improvements, equipment or facilities on the surface of the leased lands. It is understood that the Lessee, together with its successors and assigns, shall not be allowed any access to the surface of the leased lands without the prior written consent of the Lessor. Lessee is granted the right to drill and operate directional or horizontal wells through and under the leased premises. Lessee shall be liable for any and all damages (including without limitation, subsidence, collapse, settlement, contamination or surface disturbance) caused to the surface of the leased premises or the

surface, water or mineral rights of the Surface Owner and/or Lessee as the result of Lessee's operations under or in the area of the leased premises.

- 7. Shut-in Royalty.** If after the primary term one or more wells on the leased premises or lands pooled therewith are capable of producing Oil and Gas Substances in paying quantities, but such well or wells are either shut-in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease, to the extent the terms of this paragraph are complied with. If for a period of 90 consecutive days such well or wells are shut-in and/or production therefrom is not sold by Lessee, then Lessee shall pay a shut-in royalty of \$100 per net mineral acre per shut-in well then covered by this lease. The initial shut-in payment shall be made on or before the 90th day such production is not sold in paying quantities, and subsequent shut-in payments shall be made to Lessor on or before the anniversary of the first day on which production from the well was not sold in paying quantities. Lessee's failure to properly pay shut-in royalty shall render the Lessee liable for the amount due together with interest at the rate of 15% per annum compounded annually, but shall not terminate this lease, or any portion thereof. However, after the expiration of the primary term, this lease may not be maintained in force, in whole or with respect to any spacing unit, by payments of shut-in royalty for any period in excess of two consecutive years from the date the well is first shut-in.
- 8. Pooling and Unitization.** This lease shall not be committed to any cooperative plan (other than a COGCC approved spacing unit) nor any federal exploratory unit nor to any secondary recovery unit without the express prior written consent of the Lessor. Lessee, at its option, is hereby given the right and power, as a recurring right, to space and pool the leased premises, or any formation or formations included therein, with other mineral interests in a spacing unit approved by the COGCC. The forming of any such pooled spacing unit shall be accomplished by Lessee executing, filing of record and delivering to Lessor, a declaration which describes the spacing unit approved by the COGCC, identifies the spacing order and spaced lands, and attaches a copy of the pooling agreement or states the proportion and source of Lessor's entitlement to receive a share of production revenue from wells in the spacing unit. Production, drilling, reworking and Lessee marketing operations conducted in or related to the pooled spacing unit shall be treated as operations conducted on the leased premises. For purposes of calculating royalty hereunder, this lease shall be allocated that proportion of the production from wells located on the pooled spacing unit that the net mineral acres covered by this lease bear to the total net mineral acres in the pooled spacing unit.
- 9. Payment Reductions.** If Lessor owns less than the full mineral interest in the oil and gas estate in all or part of the leased premises, payment of

royalties and shut-in royalties hereunder shall be reduced as follows: royalties and shut-in royalties for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full oil and gas mineral interest in such part of the leased premises.

- 10. Ownership Changes.** In accordance with the terms of this paragraph, the interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change of ownership shall have the effect of reducing the rights or increasing the obligations of either the Lessee or Lessor hereunder, and no change in ownership shall be binding on the Lessee or Lessor until such party receives documents establishing the change in ownership. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate. If Lessee transfers its interest hereunder in whole or part, upon receiving consent of the Lessor to the transfer, the Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest. The Lessee shall provide the Lessor with commercially adequate documentation that the transferee has the economic and technical ability to satisfy its obligations hereunder, and Lessor's consent to assignment may not be unreasonably withheld. With respect to this paragraph, plugging, abandonment, reclamation and royalty payment obligations shall be considered to arise on the date the first well on the wellpad is spudded and the initial Lessee together with each of its successors and assigns shall be jointly and severally liable for all such obligations.
- 11. Regulation and Delay.** Lessee shall conduct its operations in compliance with local, state and federal permits, MOUs, rules, regulations and laws, and the Lessor is hereby granted a private right of enforcement with respect thereto. Lessee's performance of its obligations hereunder, excepting payments to Lessor, shall be tolled if Lessee's compliance is prevented by law, court order, regulation, moratoria, Act of God, war, strike, lockout, riot or inability to obtain necessary material. The time during which Lessee's compliance is prevented shall be added to the compliance period.
- 12. Warranty of Title.** Lessor makes no warranty of title. Lessee shall rely entirely on its own title investigation. Lessee, at Lessee's option, may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition, to its other rights may reimburse itself out of any royalty or shut-in royalty payments otherwise payable to the Lessor thereafter from the leased premises. In the event, Lessee is made aware of any claim inconsistent with

the Lessor’s title, the Lessee may suspend the payment of royalty and/or shut-in royalty in accordance with C.R.S. §34-60-118.5.

13. Indemnity. Lessee hereby agrees to indemnify, defend and hold Lessor, its officials, officers, directors, employees, contractors, agents, invitees, successors and assigns (hereafter collectively “Indemnified Parties”) harmless from any and all claims, demands, suits, losses, damages, injury, contamination, disturbance, harm and costs (including without limitation costs and attorney fees incurred either in or out of litigation) suffered or incurred by the Indemnified Parties, or any of them, or their property as the resulted of or in any manner related to or caused by Lessee’s activities or operations (including without limitation any claims that Lessee’s operations were illegal, unauthorized, negligent or constitute an improper interference with the rights of others), except to the extent and in the proportion that it was caused by the willful and wanton/gross negligence of the Indemnified Parties. This indemnification specifically includes any claim of whatever nature which may be asserted by reason of or which may arise out of or which may be related to the completion or fracturing or re-fracturing of any well drilled by the Lessee on the leased premises or on lands pooled therewith. This indemnification shall survive the termination of this lease.

14. Depth Restriction. This lease is limited in depth and covers only oil and gas mineral interests encountered below 500 feet below the surface of the earth..

15. Successors and Assigns. This lease and all provisions hereof shall be applicable to and binding upon the parties and their respective successors and assigns. Reference herein to Lessor and Lessee shall include their respective successors and assigns.

16. Applicable Law. The terms and conditions of this lease are in addition to any applicable requirements that may be imposed by Federal Law, State Statute, Colorado case law, covenants implied in oil and gas leases, or Order, Rule, or Regulation of the COGCC, Adams County or the applicable locality. This lease does not and will not be construed to waive any portion of existing or future federal state of local laws, rules and regulations. This lease will be construed in accordance with the laws of the State of Colorado. No provision of this lease shall be read to preclude participation in any class action case in which the Lessor would otherwise be a class member.

IN WITNESS WHEREOF, this oil and gas lease is executed on the date first written above.

Lessor: Adams County, Colorado

Lessee:

By: _____

BY: _____

ADAMS COUNTY ACKNOWLEDGMENT

STATE OF **COLORADO**)
) SS:
COUNTY OF **ADAMS**)

The forgoing instrument was acknowledged before me this _____ **day** of _____, **20**__, by _____, as _____ of **The County of Adams, State of Colorado**, to me known to be the identical person(s) described herein, and who executed the within and foregoing instrument of writing and acknowledgment to me that **he/she** duly executed the same as the free and voluntary act and deed of **Adams County** for the uses and purpose therein set forth.

WITNESS my hand and official seal.
My Commission Expires: _____

Signature/Notary Public: _____

Name/Notary Public (print): _____

Notary Public in and for the State of **COLORADO**

LESSEE ACKNOWLEDGMENT

STATE OF **COLORADO**)
) SS:
COUNTY OF **ADAMS**)

The forgoing instrument was acknowledged before me this _____ **day** of _____, **20**__, by _____, as _____ of _____, to me known to be the identical person(s) described herein, and who executed the within and foregoing instrument of writing and acknowledgment to me that **he/she** duly executed the same as the free and voluntary act and deed of _____, Lessee, for the uses and purpose therein set forth.

WITNESS my hand and official seal.
My Commission Expires: _____

Signature/Notary Public: _____

Name/Notary Public (print): _____

Notary Public in and for the State of **COLORADO**

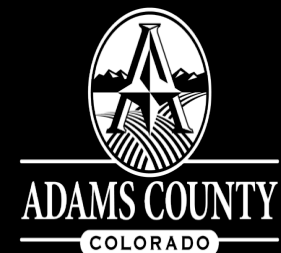
MINERAL RFP

Ameer Faquir – Director, Facilities & Fleet Management

Nicci Beauprez – Real Property Manager

Jessica Coffey – Land & Asset Coordinator

November 22, 2022



AGENDA

Adams County Mineral Leasing Policy

Mineral Lease RFP Timeline

Maps of Mineral RFP Area

Review of Evaluation Criteria Summary

Review of Operator Questions

RFP Responses – Operator Comparison

Estimated Revenues and Risk

Staff Recommendation

MINERAL LEASING AND EXTRACTION POLICY

Board Adopted - Effective July 8, 2014. Governs solicitation of mineral leasing of county owned mineral rights. A competitive procurement process is the preferred method of awarding, unless a competitive process is not viable and/or force pooling is likely.

As required, staff presented the proposed Barr Lake area minerals to be leased in SS on October 18th and received direction to proceed with an RFP process.

As required, staff is bringing the responses back to SS for consideration.

MINERAL LEASE RFP TIMELINE

10/18/22 – Presented to BOCC in Study Session

10/19/22 – RFP went live on Bidnet

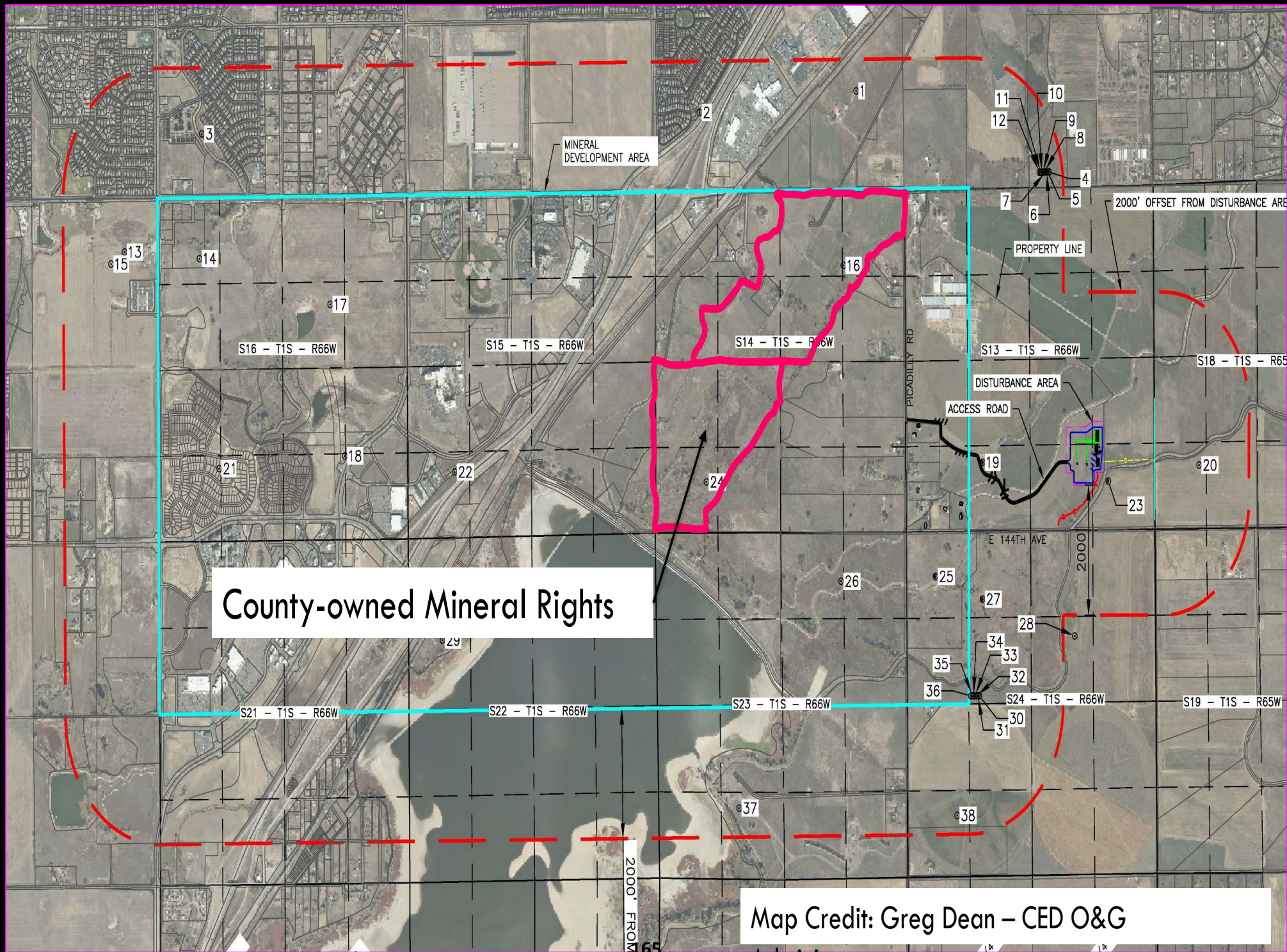
10/28/22 – Question Deadline – No questions received

11/08/22 – RFP closed

11/10/22 – Evaluation Committee Meeting – Top candidate selected

11/22/22 – RFP Responses Presented in SS for BOCC consideration

*11/29/22 – Mineral Lease in Public Hearing, pending direction to proceed



County-owned Mineral Rights

Map Credit: Greg Dean - CED O&G

PENDING COGCC APPROVAL – HORIZONTAL LATERALS



REVIEW — EVALUATION CRITERIA

Professionalism

Answers to Required Questions

Operator's 5-year Compliance History

Status of Surface Use Site for Mineral Development

Pricing

REVIEW — OPERATOR QUESTIONS

Financial Capability to Produce Wells

Intention to Permit Wells

Compliance History with COGCC & Local AHJs

Ethical Operating Standards

Force Pooling Regarding this Property

RFP RESPONSES — OPERATOR COMPARISON

Civitas

- \$40 million comprehensive bond
- \$25 million umbrella insurance policy
- Permitted Surface Use Location – not on Adams County land
- Pending drilling permits with COGCC
- Detailed list of any violations within the last 7 years – mostly related to paperwork
- Accepted Adams County Standard Lease

POCO

- \$1.9 million comprehensive bond
- \$10 million umbrella insurance policy
- No surface location permitted or identified – suggested there are options, but did not provide details
- No pending/approved drilling permits for this area
- Vague summary of violations
- Modified Adams County Standard Lease

RFP RESPONSES — PRICING COMPARISON

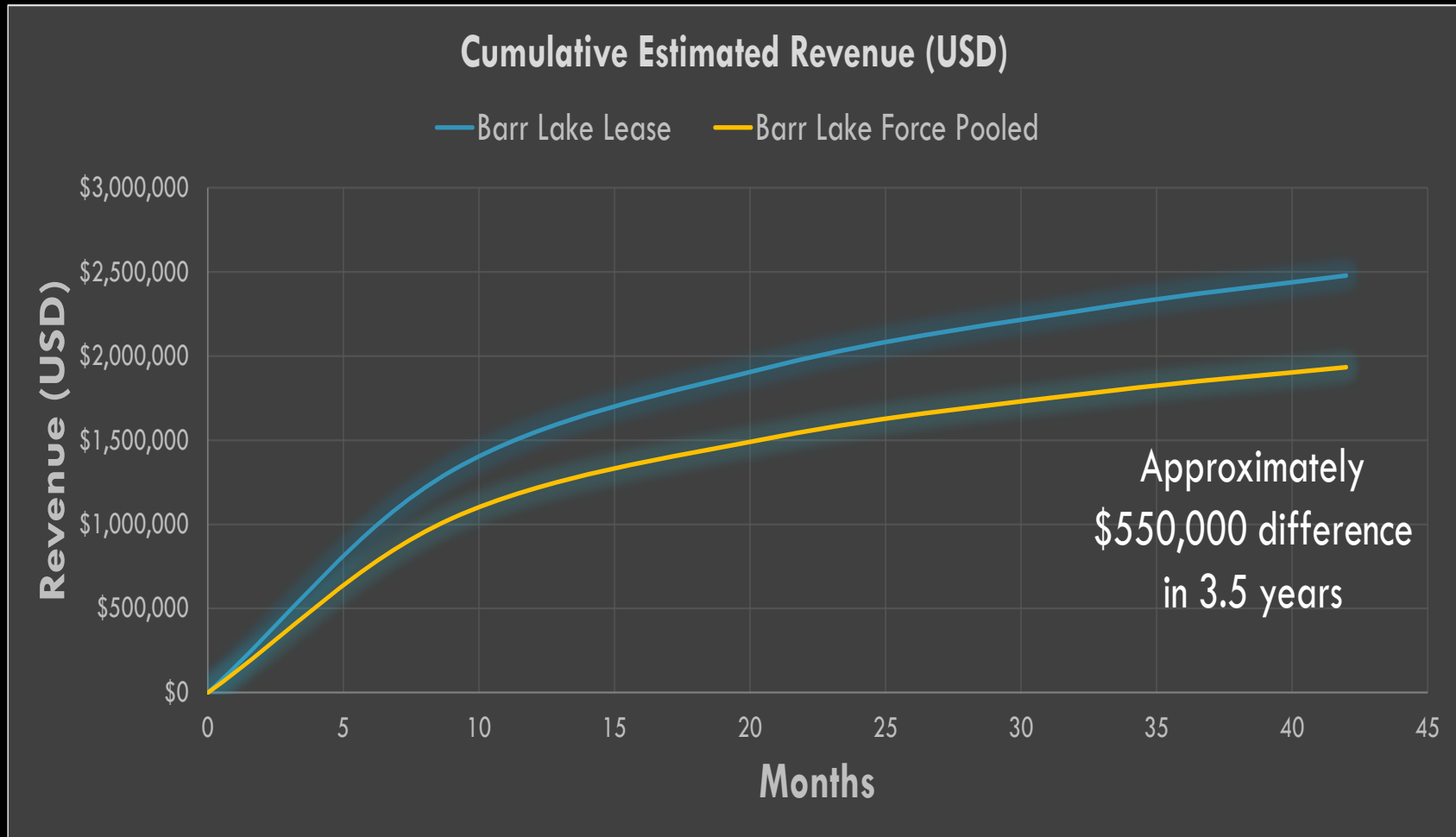
Operator	Lease Area (acres)	Bonus Offer (\$/acre)	Bonus Amount (\$)	Royalty (%)	Shut-in Payment
Civitas Resources	280.7655	\$4,000	\$1,123,062	20%	\$100/acre
POCO HoldCo, LLC	274.03	\$5,500	\$1,507,165	20%	\$100/acre

ESTIMATED REVENUES

Production Year	\$/acre	20% royalty	Lease Revenue
Year 1 (9 months)	\$ 23,490	\$ 4,698	\$ 1,319,010
Year 2	\$ 11,160	\$ 2,232	\$ 626,655
Year 3	\$ 6,143	\$ 1,229	\$ 344,944
Year 4 (9 months)	\$ 3,367	\$ 673	\$ 189,057
		Total for 3.5 years	\$ 2,479,666

Based on production values from COGCC website for a similar sized drilling/spacing unit in the same formations (play) in proximity to Adams County's minerals. Does not include bonus payment or shut-in payments – royalty percentage revenues only.

ESTIMATED REVENUE RISK



Does not include bonus or shut-in payments. Estimated force pooling revenue does not represent expense offsets to consenting parties.

STAFF RECOMMENDATION

Award a mineral lease to Civitas Resources

- Most responsive & responsible
- Drilling & forced pooling is imminent



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: November 29, 2022
SUBJECT/TITLE: Resolution Approving the Intergovernmental Agreement between Adams County and the City of Northglenn for Animal Shelter/Adoption Center Services
FROM: Stephanie Wilde
AGENCY/DEPARTMENT: Animal Shelter
HEARD AT STUDY SESSION ON: July 10, 2018
RECOMMENDED ACTION: BoCC approval

BACKGROUND:

This is an IGA renewal between Adams County and City of Northglenn to utilize the Riverdale Animal Shelter (RAS) for animal sheltering and impound services. Fees have been established by utilizing Northglenn’s average annual animal sheltering usage data and the shelter’s average annual operating costs from years 2020 and 2021 and applying those to an annual flat-rate fee for 2023.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Animal Shelter/Adoption Center dba Riverdale Animal Shelter,
 Adams County Budget,
 Adams County Manager’s Office,
 City of Northglenn

ATTACHED DOCUMENTS:

Resolution to Approve IGA between Adams County and the City of Northglenn,
 IGA between Adams County and City of Northglenn for animal sheltering services,
 Exhibit A: Article 14 of the Northglenn Municipal Code,
 Exhibit B: Fee Schedule 2023

FISCAL IMPACT:

Yes

Fund:	01			
Cost Center:	2051			
		Object Account:	Subledger:	Amount:
Current Budgeted Revenue:	5000	5990.3		\$27,118.00
Additional Revenue not included in Current Budget:				
Total Revenues:				\$27,118.00
		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:	No			
Future Amendment Needed:	No			

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN
ADAMS COUNTY AND THE CITY OF NORTHGLENN FOR ANIMAL
SHELTER/ADOPTION CENTER SERVICES

WHEREAS, the Riverdale Animal Shelter has been asked to provide animal control, shelter, impound, and adoption services for the City of Northglenn; and,

WHEREAS, both parties intend to enter an agreement where Adams County will provide for the shelter, care, adoption, humane euthanasia, and/or disposal of animals impounded by the City of Northglenn and/or Northglenn Animal Control officers; and,

WHEREAS, Adams County will provide the above stated services for the time period of January 1, 2023 through December 31, 2023, which will automatically renew for successive one-year terms beginning January 1, 2024 under the new terms of this agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Intergovernmental Agreement between Adams County and the City of Northglenn for Animal Shelter/Adoption Center Services, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved.

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

SPONSORED BY: MAYOR LEIGHTY

COUNCIL MEMBER'S RESOLUTION

RESOLUTION NO.

No. CR-140
Series of 2022

22-142
Series of 2022

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND THE ADAMS COUNTY BOARD OF COUNTY COMMISSIONERS FOR ANIMAL SHELTER/ADOPTION CENTER SERVICES

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The Intergovernmental Agreement between the City of Northglenn, Colorado and the Adams County Board of County Commissioners, attached hereto, for animal control, shelter, and adoption services is hereby approved and the Mayor is authorized to execute same on behalf of the City of Northglenn.


DATED, at Northglenn, Colorado, this 10th day of October, 2022.


MEREDITH LEIGHTY
Mayor

ATTEST:


JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:


COREY Y. HOFFMANN
City Attorney

**ADAMS COUNTY, COLORADO
INTERGOVERNMENTAL AGREEMENT
ANIMAL SHELTER/ADOPTION CENTER SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT FOR ANIMAL SHELTER/ADOPTION CENTER SERVICES (IGA) is made this ____ day of _____ 2022 by and between the Adams County Board of County Commissioners, located at 4430 S. Adams County Parkway, Suite C5000A, Brighton, CO 80601, hereinafter referred to as the “County,” and the City of Northglenn, located at 11701 Community Center Drive., Northglenn, CO 80233, hereinafter referred to as “Northglenn.” This IGA is for animal shelter services to be provided by the Riverdale Animal Shelter (RAS) located at 12155 Park Blvd, Brighton, CO 80601.

In consideration of the mutual promises and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the County and Northglenn agree to be legally bound as follows:

SECTION I. DEFINITIONS

- A. **Adoption fee:** Means the amount charged to a person adopting an animal for the costs of administrative services associated with the adoption.
- B. **Animal:** Means a dog, cat, or other small domestic creature.
- C. **Boarding fee:** Means the daily amount charged for the care of an animal while at RAS.
- D. **Care:** Means regularly providing food and water to animals in the RAS.
- E. **Impoundment fee:** Means the amount, in addition to the boarding fee, charged for costs associated with impounding an animal at RAS.
- F. **Service fees:** Means other fees charged for services provided by RAS, not otherwise specified herein, such as fees for humane euthanasia, disposing of dead animals, etc.
- G. **Shelter:** Means providing an enclosed kennel or pen that is regularly cleaned and maintained for an animal.

SECTION II. RESPONSIBILITIES OF THE COUNTY

- A. RAS, along with Northglenn Animal Control Officer(s), shall enforce Chapter 14 of the City of Northglenn Ordinances, as it pertains to animal control, a copy of which is attached hereto and incorporated herein as Exhibit A. It is however understood, that the Riverdale Animal Shelter (RAS) will provide such services only as they pertain to dogs, cats, fowl, small farm animals, or other small domestic creatures. The fees charged by RAS for adoption, boarding, impoundment, and other services are as specified in Exhibit B which is attached hereto and incorporated herein by this reference.

B. RAS shall provide for the shelter, care, adoption, reclaim, euthanasia, and/or disposal of animals impounded because of violations of Chapter 14 of the City of Northglenn Ordinances, and will obtain and/or maintain any and all licenses required by Colorado Revised Statute (C.R.S.) § 35-80-101, *et seq.* For any animal on a court hold, such shelter and care shall continue until order of the Northglenn Municipal Court.

C. Any stray animal impounded for more than five (5) business days that is not reclaimed by its owner may be made available for adoption, transferred for rescue, or may be humanely euthanized, at the sole discretion of the RAS Executive Director, veterinarians, and/or designated RAS management staff. However, feral cats may be humanely euthanized after having been impounded for three (3) calendar days, as the circumstances at RAS may require based on the sole discretion of its Executive Director, veterinarians, and/or designated RAS management staff consistent with Colorado Revised Statute (C.R.S.) § 35-80-106.3, as amended, or other relevant statutory provision in effect at the time.

D. Unless ownership of a released animal is specifically acknowledged by the releasing individual, any animals brought to RAS will be processed in accordance with Colorado Revised Statute (C.R.S.) §35-80-106.3.

E. RAS shall have the right to immediately and humanely euthanize any animal impounded at its facility if such animal is diagnosed by a licensed veterinarian as being terminally ill, injured, or diseased consistent with Colorado Revised Statute (C.R.S.) § 35-80-106.3, as amended, or other relevant statutory provision in effect at the time.

F. RAS shall quarantine animals for rabies observation and shall report all suspected rabid animals to the local Health Department.

G. Any dog or cat impounded at RAS, with the exception of aggressive, severely ill, or injured animals, shall be inoculated with appropriate vaccines as indicated by protocol established by the shelter veterinarian.

H. RAS shall maintain a telephone answering service to receive inquiries on impounded animals from 10:00 a.m. to 6:00 p.m. on weekdays, and from 9:00 a.m. to 5:00 p.m. on Saturdays and Sundays. RAS will be closed on County-designated holidays.

I. RAS shall maintain records on all impounded animals, including a record of each animal's disposal, and shall allow Northglenn access to such records as reasonably requested. In addition, RAS shall submit to Northglenn by the twentieth (20th) calendar day of each month a summary report of animals received and the disposition thereof from the prior month.

J. Fees charged to Northglenn residents for services provided hereunder shall not exceed the fees charged to other residents of Adams County for the same or similar services.

K. The County will employ qualified personnel as necessary to perform the services to be provided hereunder.

L. No animal impounded at RAS shall be sold or given away to any person, organization, company, or other entity for the purposes of medical research or experimentation.

M. RAS personnel will regularly assist in completing the routine impoundment functions including: getting impound numbers from the computer; vaccinating animals; placing identification collars on animals; taking picture of animals; placing animals in kennels; and completing associated impoundment documentation (i.e. scanning animals and entering the scanned number on the impound cards, entering the animal's age, weight, and rabies tag number on the impound cards, etc.).

SECTION III. RESPONSIBILITIES OF NORTHGLENN

A. Northglenn hereby expressly authorizes RAS to enforce Chapter 14 of the City of Northglenn Ordinances, as it pertains to animal licensing and control. It is, however, understood that the County will provide such services only as they pertain to dogs, cats, or other small domestic animals, and fowl.

B. Northglenn agrees to notify RAS, at least 48 hours prior to the effective date thereof, of any changes or amendments to Chapter 14 of the City of Northglenn Ordinances.

C. Northglenn animal control officers shall cooperate with and provide assistance to concerning routine impoundment functions including: getting impound numbers from the computer; vaccinating animals; placing identification collars on animals; taking picture of animals; placing animals in kennels; and completing associated impoundment documentation (i.e. scanning animals and entering the scanned number on the impound cards, entering the animal's age, weight, and rabies tag number on the impound cards, etc.).

D. RAS does not always have a veterinarian onsite or available. For this reason, all sick and injured animals that Northglenn Animal Control Officers pick up must be taken to a veterinarian before impounding it into the shelter. A veterinarian report must be attached to the impound card. Sick animals are defined as animals that may be highly contagious to the rest of the animals and are showing signs such as diarrhea, bloody stools, lethargy, etc. Injured animals are defined as animals with signs of injuries including any limping as there may be a fracture, draining/infected skin wounds, appearance of mange (hair loss, especially around the head, and crusting skin), deep gashes that may need sutures, any animal that has been hit by a car, and any animal that otherwise appears to be in pain by vocalizing, whining or tensing. It is acceptable for Northglenn Animal Control Officers to contact the shelter prior to taking a sick or injured animal to an outside veterinarian or clinic. If the shelter veterinarian is available to consult with the animal control officer, he/she may approve for the animal control officer to bring the sick or injured animal directly to the shelter.

SECTION IV. PAYMENTS, FEES, AND ADDITIONAL EXPENSES

A. Fee Schedule and Fee Assessment

6.P

1. Commencing January 1, 2023, for all animals found in Northglenn and brought to the RAS by either City officials or private citizens, Northglenn shall pay the County according to the current fee structure for that calendar year. A copy of the current fee structure for 2023 is attached hereto and incorporated herein as Exhibit B.
2. Two Year Assessment. The County will reassess Northglenn's flat-rate fee every two years, on the even years, based on the average of two full years of Northglenn's usage data and the shelter's daily cost of care average for the prior two-year period. The fee schedule will be adjusted every two years based on this assessment.
3. Notice of Fee Schedule. The fee schedule for each following year that this agreement is renewed will be provided to Northglenn along with Northglenn's usage summary by no later than September 1st. The fee structure for each calendar year shall be fully incorporated into this IGA and shall supersede and replace the current Exhibit B.

B. The County will invoice Northglenn according to the current fee structure for that calendar year on the date(s) specified in Exhibit B. Payment shall be made in full by Northglenn to the County within thirty (30) days of the invoice date.

C. The County shall retain all impoundment, boarding, adoption, service and/or other fees collected in association with this IGA. The County shall also retain all gifts or contributions received in association with any services provided in association with this IGA.

D. In the rare event that an animal is delivered from Northglenn as a court hold, police hold or protective custody case, and said animal is deemed by staff to be too dangerous or in need for specialized care, RAS shall notify Northglenn if the animal(s) will be transferred to a separate entity. The separate entity will be a state-licensed animal care provider. Northglenn will be responsible for all costs associated with the transfer and care of the animal(s) by the separate entity.

E. Northglenn agrees to submit cost of care documents prepared by RAS to the court for restitution in cases where RAS has provided care and services for animals from Northglenn on court hold where the animal(s)' owner, or former owner, has potential responsibility for making restitution for such animal sheltering and care fees.

SECTION V. TERM

The initial term of this IGA shall be for a period of (12) (twelve) months, commencing on January 1, 2023, and terminating on December 31, 2023, and will automatically renew for successive one-year terms beginning January 1, 2024 according to the terms and conditions herein subject to the termination provisions set forth in Section XI in this IGA.

SECTION VI. FUND AVAILABILITY

Northglenn has appropriated sufficient funds for this IGA for the current fiscal year. Payment pursuant to the IGA, is subject to and contingent upon the continuing availability of Northglenn funds for the purposes hereof. In the event funds become unavailable, Northglenn may terminate this IGA in accordance with Section XI of this IGA.

SECTION VII. INDEPENDENT CONTRACTOR

In providing services under this IGA, the County acts as an independent contractor. As such, the County shall be solely and entirely responsible for its acts, and the acts of its employees, agents, servants, and contractors during the term and performance of this IGA. No employee, agent, servant, or contractor of the County shall be deemed to be an employee, agent, or servant of Northglenn because of the performance of any services or work under this IGA. The County, at its expense, shall procure and maintain workers' compensation insurance and unemployment compensation insurance as required under Colorado law. Pursuant to the Workers' Compensation Act, § 8-40-202(2)(b)(IV), C.R.S. as amended, the County understands that it and its employees and servants are not entitled to workers' compensation benefits from Northglenn. The County further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this IGA.

SECTION VIII. NONDISCRIMINATION

The County shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The County agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause.

SECTION IX. INDEMNIFICATION

To the extent permitted by law, each Party agrees to indemnify and hold harmless the other, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property caused or sustained by any person(s) as a result of the its own performance or failure to perform pursuant to the terms of this IGA. Nothing herein shall be deemed by either party as a waiver of the rights, protections, defenses and limitations afforded both in accordance with the Colorado Governmental Immunity Act C.R.S. § 24-10-1012, *et seq.*, as same may be amended from time to time.

SECTION X. INSURANCE

The County is a "public entity" within the meaning of the Colorado Governmental Immunity Act ("Act"), § 24-10-101, *et seq.*, C.R.S., as amended, and shall at all times during the term of this IGA maintain such liability insurance, by commercial policy or self-insurance,

as is necessary to meet its liabilities under the Act

SECTION XI. TERMINATION

A. For Cause

If, through any cause, the County fails to fulfill its obligations under this IGA in a timely and proper manner, or if it violates any of the covenants, conditions, or stipulations of this IGA, Northglenn shall thereupon have the right to immediately terminate this IGA, upon giving written notice to the County of such termination and specifying the effective date thereof.

B. For Convenience

Either party may terminate the IGA at any time by giving written notice as specified herein to the other party, which notice shall be given at least sixty (60) days prior to the effective date of the termination. If the IGA is terminated by Northglenn the County will be paid in full for any services provided hereunder prior and up to the date of termination.

SECTION XII. MUTUAL UNDERSTANDINGS

A. Jurisdiction and Venue

The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this IGA. The parties agree that jurisdiction and venue for any disputes arising under this IGA shall be with the 17th Judicial District, Colorado.

B. Compliance with Laws

During the performance of this IGA, the parties agree to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The Parties hereto acknowledge that they are familiar with § 18-8-301, *et seq.*, C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, *et seq.*, C.R.S. (Abuse of Public Office), as amended, and that no violations of such provisions are present.

C. Record Retention

The parties shall maintain records and documentation of the services provided under this IGA, including fiscal records, and shall retain the records for a period of three (3) years from the date this IGA is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized federal, state, County, or Northglenn personnel.

D. Assignability

Neither this IGA, nor any rights hereunder, in whole or in part, shall be assignable or

otherwise transferable by either party without the prior written consent of the other party.

E. Waiver

Waiver of strict performance or the breach of any provision of this IGA shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.

F. Force Majeure

Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.

G. Notice

Any notices given under this IGA are deemed to have been received and to be effective: (1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that a facsimile or electronic mail transmission was received. For the purposes of this agreement, any and all notices shall be addressed to the contacts listed below:

For the County:

Riverdale Animal Shelter
12155 Park Blvd, Brighton, CO 80601
Attn.: Stephanie Wilde
Phone No.: (720) 523-7907
Facsimile No.: (303) 523-7988
swilde@adcogov.org

and

Adams County Attorney's Office
4430 S. Adams County Parkway, Suite C5000B, Brighton, CO 80601
Attn: Christine Fitch and Heidi Miller
Phone No.: (720) 523-6116
Facsimile No.: (720) 523-6114
cfitch@adcogov.org
hmiller@adcogov.org

For Northglenn:
Chief James S. May Jr.
Northglenn Police Department

11701 Community Center Drive Northglenn, CO 80233

Phone No. 303-450-8967

Facsimile: 303-450-8896

E-mail: jmay@northglenn.org

H. Integration of Understanding

This IGA contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties.

I. Paragraph Headings

Paragraph headings are inserted for the convenience of reference only.

J. Counterparts

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

K. Parties Interested Herein

Nothing expressed or implied in this IGA is intended or shall be construed to confer upon or to give to, any person other than the parties, any right, remedy, or claim under or by reason of this IGA or any covenant, terms, conditions, or provisions hereof. All covenants, terms, conditions, and provisions in this IGA, by and on behalf of the County and Northglenn, shall be for the sole and exclusive benefit of the County and Northglenn

L. Severability

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

M. Authorization

Each party represents and warrants that it has the power and ability to enter into this IGA, to grant the rights granted herein, and to perform the duties and obligations herein described.

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

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Chair

Date


ATTEST:
JOSH ZYGIELBAUM
CLERK AND RECORDER

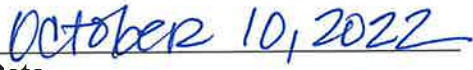
Approved as to form:

Deputy Clerk

Adams County Attorney's Office

CITY COUNCIL
CITY OF NORTHGLENN, COLORADO


Meredith Leighty, Mayor


Date

ATTEST:

Approved as to form:


Johanna Small, CMC, City Clerk


Corey Y. Hoffmann, City Attorney

Article 14-1

CHAPTER 14
ANIMAL CONTROL
ARTICLE 1
ANIMAL CONTROL--GENERAL PROVISIONS

Section 14-1-1. Definitions

Section 14-1-2. Animal Control Officer

Section 14-1-3. Police Officers--Authority and Assistance

Section 14-1-4. Unlawful Acts

Section 14-1-5. Violations—Penalty

Section 14-1-1. Definitions. As used in this ordinance and in the ordinances contained in Chapter 14 of the ordinances of the City of Northglenn.

(a)

"Animal control officer" means and includes any animal control officer appointed pursuant to the provisions of this ordinance, and any person authorized by this ordinance to perform the duties of an animal control officer.

(b)

"Dog" means a mammal of the species *canis familiaris* or other species of the family Canidae.

(c)

"Cat" means a mammal of the species *felis domestica* or other species of the family Felidae.

(d)

"Domestic animal" means and includes any domestic quadruped or biped not otherwise defined in this section; and any domestic fowl.

(e)

"Bovine animal" means and includes any animal of the species commonly known as cattle or oxen, or other domestic animal of the genus *Bos*.

(f)

"Reptile" means and includes any snake, alligator, lizard, tortoise, turtle or crocodile.

(g)

"Estray" means and includes any bovine animal, horse, mule or ass found running at large upon public or private lands in the City of Northglenn.

(h)

"Owner" means and includes every person owning, possessing, keeping, or otherwise having the custody or control of any dog, cat, domestic animal, or reptile, subject to the provisions of ordinances of the City; and every person, of the age of eighteen years or more, in possession or control of premises upon which is kept any such dog, cat, domestic animal or reptile.

(i)

"Impoundment" means confinement in an animal control facility, or temporary holding facility, and includes custody or possession by an animal control officer or police officer in any authorized place, vehicle, enclosure or building, pending transfer to an animal control facility or temporary holding facility or such holding facility as City Council shall, by agreement, make use of on behalf of the City or pending any investigation.

(j)

"Animal control facility" or "pound" means the animal control facility for the City of Northglenn, State of Colorado, or any other place or facility temporarily or permanently designated by the City Manager or by ordinance for the impounding of dogs, cats, domestic animals, reptiles, or estrays.

(k)

"Manager" means the City Manager of the City of Northglenn, or his authorized representative.

(l)

"Veterinarian" means a person licensed to practice veterinary medicine.

(m)

"Guard dogs" means and includes every dog kept for the purpose of guarding or protecting real or personal property which by reason of special training, breeding, or the known propensities of such dogs, known or intended by the owner of such premises to be likely to attack, or being spirited.

(n)

"Pound fee" means and includes all fees and charges established by the City of Northglenn for the impounding, care, boarding and release of any dog, cat, domestic animal, fowl, or reptile at the animal control facility.

(o)

Except as otherwise provided in this section, the definitions and constructions contained in sections 1-1-5 and 11-5-2 of the Northglenn Municipal Code shall apply.

(p)

"Temporary holding facility" means and includes any building enclosure, vehicle, structure or place designated by the manager for temporary confinement of dogs, cats, domestic animals and reptiles subject to the provisions of this ordinance.

(q)

"Holding fee" means the fee provided by ordinance to be charged and collected by the City of Northglenn or its designated agent for the temporary holding and handling of any dog, cat, domestic animal or reptile.

(r)

"Potbellied Pig" A pig registered with a bona fide potbellied pig registry and weighing less than ninety-five (95) pounds.

[Source: Ord. 436, 1976; 471, 1977; 1075, 1992]

Section 14-1-2. Animal Control Officer.

(a)

A person appointed by the Manager as an animal control officer shall be an officer of the City of Northglenn and shall be authorized and empowered to enforce the ordinances of the City of Northglenn as such officer.

(b)

An animal control officer shall be an authorized public inspector of the City of Northglenn for the purposes designated or required by the provisions of this Chapter 14 of the Northglenn Municipal Code.

(c)

The animal control officer shall perform such duties as shall from time to time be provided by the ordinances of the City or by the Manager.

(d)

Whenever any federal or state law imposes upon the City of Northglenn, or upon the Mayor or City Council thereof, a duty with respect to the care, custody, keeping, seizing, impoundment or control of any dog, cat, animal, fowl, fish, reptile, or insect, such duty shall be performed by the animal control officer under the authority of this ordinance.

[Source: Ord. 436, 1976]

Section 14-1-3. Police Officers--Authority and Assistance.

(a)

It shall be lawful for any police officer of the City of Northglenn to do or perform any act or duty required, authorized or permitted to the animal control officer.

(b)

It shall be lawful for the animal control officer, or any person performing the duties of an animal control officer, in the performance of any act or duty required, authorized or permitted by ordinance, regulation or the direction of the manager, to call to his assistance any police officer of the City or any person who is a peace officer under the laws of the State of Colorado.

[Source: Ord. 436, 1976]

Section 14-1-4. Unlawful Acts.

(a)

It shall be unlawful for any person, by using or threatening to use violence, force, physical interference, or obstacle, intentionally to obstruct, impair or hinder an animal control officer or police officer in the performance of his duty.

(b)

It shall be unlawful for any person to take, seize or remove from the custody or possession of an animal control officer any dog, cat, animal or fowl which has been seized or impounded by the animal control officer.

(c)

It shall be unlawful for any person, except an animal control officer as defined by this ordinance or a person authorized by this ordinance to perform the duties of an animal control officer, to represent himself to be an animal control officer and thereby obtain possession of any dog, cat, animal or fowl.

[Source: Ord. 436, 1976]

Section 14-1-5. Violations--Penalty. Any violation of any of the provisions of Article 1 of Chapter 14 of the Northglenn Municipal Code shall be punishable as provided in Section 1-1-10(a)(2) of this Code.

[Source: Ord. 1130, 1995]



Exhibit B: Annual Flat Rate Fee Schedule
 Between Riverdale Animal Shelter and the City of Northglenn

January 1, 2023 - December 31, 2023:

The Annual Flat Rate Fee for Shelter Services for the City of Northglenn in 2023 will be **\$27,118.00**. This annual flat rate fee will be payable in four (4) payments. Invoices will be issued as follows and payable within thirty days of the invoice date.

January 1, 2023	\$6,779.50
April 1, 2023	\$6,779.50
July 1, 2023	\$6,779.50
October 1, 2023	\$6,779.50

January 1, 2024 - December 31, 2024:

The Annual Flat Rate Fee for Shelter Services for the City of Northglenn in 2024 will be **\$27,118.00**. This annual flat rate fee will be payable in four (4) payments. Invoices will be issued as follows and payable within thirty days of the invoice date.

January 1, 2024	\$6,779.50
April 1, 2024	\$6,779.50
July 1, 2024	\$6,779.50
October 1, 2024	\$6,779.50



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: November 29, 2022
SUBJECT/TITLE: Resolution Approving the Intergovernmental Agreement between Adams County and the Town of Bennett for Animal Shelter/Adoption Center Services
FROM: Stephanie Wilde
AGENCY/DEPARTMENT: Animal Shelter
HEARD AT STUDY SESSION ON: July 10, 2018
RECOMMENDED ACTION: BoCC approval

BACKGROUND:

This is an IGA renewal between Adams County and Town of Bennett to utilize the Riverdale Animal Shelter (RAS) for animal sheltering and impound services. Fees have been established by utilizing Bennett's average annual animal sheltering usage data and the shelter's average operational costs from years 2020 and 2021 and applying those to an annual flat-rate fee for 2023.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Animal Shelter/Adoption Center dba Riverdale Animal Shelter,
 Adams County Budget Department,
 Adams County Manager's Office,
 Town of Bennett

ATTACHED DOCUMENTS:

Resolution to approve IGA between Adams County and Town of Bennett,
 IGA between Adams County and Town of Bennett,
 Exhibit A: Bennett Municipal Code, Article VII, Section 7,
 Exhibit B: Fee Schedule

FISCAL IMPACT:

6.Q

Yes

Fund:	01			
Cost Center:	2051			
		Object Account:	Subledger:	Amount:
Current Budgeted Revenue:		5000	5990.5	\$6,148.00
Additional Revenue not included in Current Budget:				0.00
Total Revenues:				<u>\$6,148.00</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:	No			
Future Amendment Needed:	No			
<u>Additional Note:</u>				

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN
ADAMS COUNTY AND THE TOWN OF BENNETT FOR ANIMAL SHELTER/ADOPTION
CENTER SERVICES

WHEREAS, the Riverdale Animal Shelter has been asked to provide animal control, shelter, impound, and adoption services for the Town of Bennett; and,

WHEREAS, both parties intend to enter an agreement where Adams County will provide for the shelter, care, adoption, humane euthanasia, and/or disposal of animals impounded by the Town of Bennett and/or Bennett Animal Control officers; and,

WHEREAS, Adams County will provide the above stated services for the time period of January 1, 2023 through December 31, 2023, which will automatically renew for successive one-year terms beginning January 1, 2024 under the terms of this agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Intergovernmental Agreement between Adams County and the Town of Bennett for Animal Shelter/Adoption Center Services, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved.

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

**ADAMS COUNTY, COLORADO
INTERGOVERNMENTAL AGREEMENT
ANIMAL SHELTER/ADOPTION CENTER SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT FOR ANIMAL SHELTER/ ADOPTION CENTER SERVICES (IGA) is made this ____ day of _____, 2022 by and between the Adams County Board of County Commissioners, located at 4403 S. Adams County Parkway, Suite C5000A, Brighton, CO 80601, hereinafter referred to as the “County,” and the Town of Bennett, located at 207 Muegge Way, Bennett, CO 801 02, hereinafter referred to as “Bennett.” This IGA is for animal control, shelter, and adoption services to be provided by the Riverdale Animal Shelter, (RAS) located at 12155 Park Blvd., Brighton, CO 80601.

In consideration of the mutual promises and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the County and Bennett agree to be legally bound as follows:

SECTION I. DEFINITIONS

- A. **Adoption fee:** Means the amount charged to a person adopting an animal for the costs of administrative services associated with the adoption.
- B. **Animal:** Means a dog, cat, or other small domestic creature.
- C. **Boarding fee:** Means the daily amount charged for the care of an animal while at RAS.
- D. **Care:** Means regularly providing food and water to animals in the RAS.
- E. **Impoundment fee:** Means the amount, in addition to the boarding fee, charged for costs associated with impounding an animal at RAS.
- F. **Service fees:** Means other fees charged for services provided by RAS, not otherwise specified herein, such as fees for euthanizing animals, disposing of dead animals, etc.
- G. **Shelter:** Means providing an enclosed kennel or pen that is regularly cleaned and maintained for an animal.

SECTION II. RESPONSIBILITIES OF THE COUNTY

A. RAS, along with Law Enforcement Officers acting on Bennett’s behalf, shall enforce Bennett Municipal Code, Article VII, Section 7, Animal Control, as it pertains to animal control, a copy of which is attached hereto and incorporated herein as Exhibit A. It is however understood, that the RAS will provide such services only as they pertain to dogs, cats, fowl, small farm animals and/or other small domestic creatures. The fees charged by RAS for adoption, boarding, impoundment, and other services are as specified in Exhibit B, which is attached hereto and incorporated herein by this reference.

6.Q

B. RAS shall provide for the shelter, care, adoption, reclaims, euthanasia, and/or disposal of animals impounded because of violations of Bennett Municipal Code, Article VII, Section 7, Animal Control, and will obtain and/or maintain any and all licenses required by Colorado Revised Statute (C.R.S.) § 35-80-101, *et seq.*

C. Any animal impounded for more than five (5) days during which the RAS is open to the public and not reclaimed by its owner may be made available for adoption, transferred for rescue, or may be humanely euthanized, at the sole discretion of the RAS Executive Director, Veterinarian, and/or designated shelter personnel. However, feral cats may be humanely euthanized after having been impounded for three (3) days during which the RAS is open to the public, as the circumstances at RAS may require based on the sole discretion of its Executive Director, Veterinarian, and/or designated shelter personnel consistent with Colorado Revised Statute (C.R.S.) §35-80-106.3, as amended, or other relevant statutory provision in effect at the time.

D. Unless ownership of a released animal is specifically acknowledged by the releasing individual, any animals brought to the RAS will be considered to be a stray by RAS. These animals will be held for five (5) days during which the RAS is open to the public and will be processed in accordance with Colorado Revised Statute (C.R.S.) §35-80-106.3.

E. RAS shall have the right to immediately and humanely euthanize any animal impounded at its facility if such animal is diagnosed by a licensed veterinarian as being terminally ill, injured, or diseased.

F. RAS shall quarantine animals for rabies observation and shall report all suspected rabid animals to the local Health Department.

G. Any dog or cat impounded at RAS, except for aggressive animals, which cannot be safely handled, shall be inoculated with appropriate vaccines as indicated by protocol established by the shelter veterinarian.

H. RAS shall maintain a telephone answering service to receive inquiries on impounded animals from 10:00 a.m. to 6:00 p.m. on weekdays, and from 9:00 a.m. to 5:00 p.m. on Saturdays and Sundays. RAS will be closed on County-designated holidays.

I. RAS shall maintain records on all impounded animals, including a record of each animal's disposal, and shall allow Bennett access to such records as reasonably requested. In addition, RAS shall submit to Bennett by the twentieth (20th) calendar day of each month, for the month prior, a summary report of animals received and the disposition thereof, which contains the following information: animals reclaimed/unclaimed(stray)/quarantined, disposed of; the name and address of any person reclaiming an animal; and any fees collected for such reclaimed animal.

J. Fees charged to Bennett residents for services provided hereunder shall not exceed

the fees charged to other residents of Adams County for the same or similar services.

K. The County will employ qualified personnel as necessary to perform the services to be provided hereunder.

L. No animal impounded at RAS shall be sold or given away to any person, organization, company, or other entity for the purposes of medical research or experimentation.

M. RAS personnel will regularly assist in completing the routine impoundment functions including: getting impound numbers from the computer; vaccinating animals; placing identification collars on animals; taking pictures of animals; placing animals in kennels; and completing associated impoundment documentation (i.e. scanning animals and entering the scanned number on the impound cards, entering the animal's age, weight, and rabies tag number on the impound cards, etc.).

N. Before releasing an animal, RAS shall collect the applicable fees as set forth by the shelter and include the receipt for fees collected with the monthly billing statement for the Town of Bennett.

SECTION III. RESPONSIBILITIES OF BENNETT

A. Bennett hereby expressly authorizes RAS to enforce Bennett Municipal Code, Article VII, Section 7, Animal Control, as it pertains to animal licensing and control. It is, however, understood that the County will provide such services only as they pertain to dogs, cats, other small domestic animals, small farm animals, and fowl.

B. Bennett agrees to notify the RAS, at least 48 hours prior to the effective date thereof, of any changes or amendments to Bennett Municipal Code, Article VII, Section 7, Animal Control.

C. Bennett's animal control or law enforcement officers shall cooperate with and provide assistance whenever possible to RAS concerning routine impoundment functions including: getting impound numbers from the computer; vaccinating animals; placing identification collars on animals; taking pictures of animals; placing animals in kennels; and completing associated impoundment documentation (i.e. scanning animals and entering the scanned number on the impound cards, entering the animal's age, weight, and rabies tag number on the impound cards, etc.).

D. As RAS does not always have a veterinarian onsite or available, all sick and injured animals that Bennett animal control or law enforcement officers pick up must be taken to a veterinarian before impounding it into the shelter. A veterinarian report must be attached to the impound card. Sick animals are defined as animals that may be highly contagious to the rest of the animals and are showing signs such as diarrhea, bloody stools, lethargy, etc. Injured animals are defined as animals with signs of injuries including any limping as there may be a fracture, draining/infected skin wounds, appearance of mange (hair loss, especially

around the head, and crusting skin), deep gashes that may need sutures, any animal that has been hit by a car, and any animal that otherwise appears to be in pain by vocalizing, whining or tensing. It is acceptable for Bennett law enforcement or animal control officers to contact the shelter prior to taking a sick or injured animal to an outside veterinarian or clinic. If the shelter veterinarian is available to consult with the law enforcement or animal control officer, he/she may approve for the officer to bring the sick or injured animal directly to the shelter.

SECTION IV. PAYMENTS, FEES, AND ADDITIONAL EXPENSES

A. Fee Schedule and Fee Assessment

1. Commencing January 1, 2023, for all animals found in Bennett and brought to the RAS by either City officials or private citizens, Bennett shall pay the County according to the current fee structure for that calendar year. A copy of the current fee structure for 2023 is attached hereto and incorporated herein as Exhibit B.
2. Two Year Assessment. The County will reassess Bennett's flat-rate fee every two years, on the even years, based on the average of two full years of Bennett's usage data and the shelter's daily cost of care average for the prior two-year period. The fee schedule will be adjusted every two years based on this assessment.
3. Notice of Fee Schedule. The fee schedule for each following year that this agreement is renewed will be provided to Bennett's along with Bennett's usage summary by no later than September 1st. The fee structure for each calendar year shall be fully incorporated into this IGA and shall supersede and replace the current Exhibit B.

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B. The County will invoice Bennett according to the current fee structure for that calendar year on the date specified in Exhibit B. Payment shall be made in full by Bennett to the County within thirty (30) days of the invoice date.

C. The County shall retain all impoundment, boarding, adoption, service and/or other fees collected in association with this IGA. The County shall also retain all gifts or contributions received in association with any services provided in association with this IGA.

D. In the rare event that an animal(s) is delivered from Bennett as a court hold, police hold, or protective custody case, and said animal is deemed by staff to be too dangerous or in need for specialized care, RAS shall notify Bennett if the animal will be transferred to a separate entity. The separate entity will be a state-licensed animal care provider. Bennett will be responsible for all costs associated with the transfer and care of the animal by the separate entity.

SECTION V. TERM

The initial term of this IGA shall be for a period of twelve (12) months, commencing on January 1, 2023, and terminating on December 31, 2023, and will automatically renew for successive one-year terms beginning January 1, 2024 according to the terms and conditions herein subject to the termination provisions set forth in Section XI in this IGA of this IGA.

SECTION VI. FUND AVAILABILITY

Bennett has appropriated sufficient funds for this IGA for the current fiscal year. Payment pursuant to the IGA, is subject to and contingent upon the continuing availability of Bennett funds for the purposes hereof. In the event funds become unavailable, Bennett may terminate this IGA in accordance with Section XI of this IGA.

SECTION VII. INDEPENDENT CONTRACTOR

In providing services under this IGA, the County acts as an independent contractor. As such, the County shall be solely and entirely responsible for its acts, and the acts of its employees, agents, servants, and contractors during the term and performance of this IGA. No employee, agent, servant, or contractor of the County shall be deemed to be an employee, agent, or servant of Bennett because of the performance of any services or work under this IGA. The County, at its expense, shall procure and maintain workers' compensation insurance and unemployment compensation insurance as required under Colorado law. Pursuant to the Workers' Compensation Act, § 8-40-202(2)(b)(IV), C.R.S. as amended, the County understands that it and its employees and servants are not entitled to workers' compensation benefits from 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 IGA.

SECTION VIII. NONDISCRIMINATION

The County shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The County agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause.

SECTION IX. INDEMNIFICATION

To the extent permitted by law, each Party agrees to indemnify and hold harmless the other, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property caused or sustained by any person(s) as a result of the its own performance or failure to perform pursuant to the terms of this IGA. Nothing herein shall be deemed by either party as a waiver of the rights, protections, defenses and limitations afforded both in accordance with the Colorado Governmental Immunity Act C.R.S. § 24-10-101, *et seq.*, as same may be amended from time to time.

SECTION X. INSURANCE

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

SECTION XI. TERMINATION

A. For Cause

If, through any cause the County fails to fulfill its obligations under this IGA in a timely and proper manner, or if it violates any of the covenants, conditions, or stipulations of this IGA, Bennett shall thereupon have the right to immediately terminate this IGA, upon giving written notice to the County of such termination and specifying the effective date thereof.

B. For Convenience

Either party may terminate the IGA at any time by giving written notice as specified herein to the other party, which notice shall be given at least sixty (60) days prior to the effective date of the termination. If the IGA is terminated by Bennett, the County will be paid in full for any services provided hereunder prior and up to the date of termination.

SECTION XII. MUTUAL UNDERSTANDINGS

A. Jurisdiction and Venue

The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this IGA. The parties agree that jurisdiction and venue for any disputes arising under this IGA shall be with the 17th Judicial District, Colorado.

B. Compliance with Laws

During the performance of this IGA, the parties agree to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The Parties hereto acknowledge that they are familiar with § 18-8-301, *et seq.*, C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, *et seq.*, C.R.S. (Abuse of Public Office), as amended, and that no violations of such provisions are present.

C. Record Retention

The parties shall maintain records and documentation of the services provided under this IGA, including fiscal records, and shall retain the records for a period of three (3) years from the date this IGA is terminated. Said records and documents shall be subject at all

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reasonable times to inspection, review, or audit by authorized federal, state, County, or Bennett personnel.

D. Assignability

Neither this IGA, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by either party without the prior written consent of the other party.

E. Waiver

Waiver of strict performance or the breach of any provision of this IGA shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.

F. Force Majeure

Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.

G. Notice

Any notices given under this IGA are deemed to have been received and to be effective: (1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that a facsimile or electronic mail transmission was received. For the purposes of this agreement, any and all notices shall be addressed to the contacts listed below:

For the County:

Adams County Animal Shelter
12155 Park Blvd, Brighton, CO 80601
Attn.: Stephanie Wilde
Phone No.: (720) 523-7907
Facsimile No.: (303) 523-7988
swilde@adcogov.org

and

Adams County Attorney's Office
4430 S. Adams County Parkway, Suite C5000B, Brighton, CO 80601
Attn: Christine Fitch and Heidi Miller
Phone No.: (720) 523-6116
Facsimile No.: (720) 523-6114

cfitch@adcogov.org
hmiller@adcogov.org

For Bennett:

Town of Bennett
207 Muegge Way, Bennett, CO 80102
Attn: Christina Hart, Town Clerk
Phone No.: 303-644-3249 ext. 1001
Facsimile No.: (303) 644-4125
chart@bennett.co.us

H. Integration of Understanding

This IGA contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties.

I. Paragraph Headings

Paragraph headings are inserted for the convenience of reference only.

J. Counterparts

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

K. Parties Interested Herein

Nothing expressed or implied in this IGA is intended or shall be construed to confer upon or to give to, any person other than the parties, any right, remedy, or claim under or by reason of this IGA or any covenant, terms, conditions, or provisions hereof. All covenants, terms, conditions, and provisions in this IGA, by and on behalf of the County and Bennett, shall be for the sole and exclusive benefit of the County and Bennett.

L. Severability

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

M. Authorization

Each party represents and warrants that it has the power and ability to enter into this IGA, to grant the rights granted herein, and to perform the duties and obligations herein described.

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

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Chair

Date

ATTEST:
JOSH
CLERK AND RECORDER

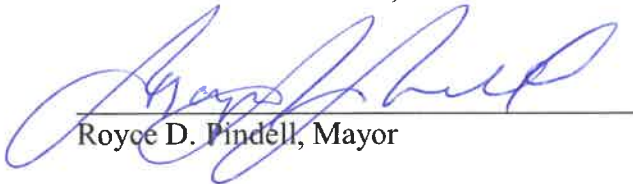
Approved as to form:

Deputy Clerk

Adams County Attorney's Office

JOSH ZYGIELBAUM

BOARD OF TRUSTEES
TOWN OF BENNETT, COLORADO



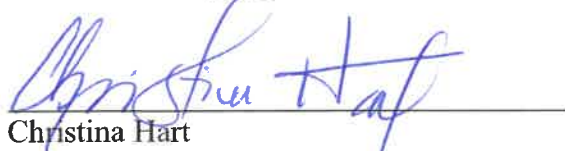
Royce D. Pindell, Mayor

10-11-2022

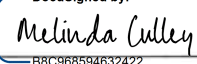
Date

ATTEST: TOWN CLERK

Approved as to form:



Christina Hart

DocuSigned by:


B8C968594632422...
Attorney for Town of Bennett



ARTICLE VII Animals¹**Sec. 7-7-10. Definitions.**

The following words, terms and phrases, when used in this Article, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning.

Abandoned means the leaving of an animal without adequate provisions for the animal's proper care by its owner or any person responsible for the animal's control or custody or having possession of such animal.

Aggressive or dangerous animal shall mean any dog or other animal that, without intentional provocation, or in an aggressive or dangerous manner approaches any person or other animal in an apparent attitude of attack, whether or not the attack is consummated or capable of being consummated.

Animal means a living organism other than a plant or bacterium. Animal in this Article includes arthropods, amphibians, reptiles, birds, and mammals. As used in this Article, the term "animal" excludes humans.

Animal Control Officer means any employee of the Town, including the Code Enforcement Officer, any employee of the Town's designated animal shelter or any member of the County Sheriff's Office whose job duties include the enforcement of the terms of this Article.

Animal grooming service means any place or establishment where animals are kept less than twenty-four (24) hours to be clipped, combed or otherwise groomed for compensation for the purpose of enhancing their appearance, aesthetic value or health.

Animal, spayed/neutered means any animal upon which any neutering procedure has been performed by a licensed veterinarian and accompanied by a certificate asserting such operation or other procedure has been performed.

Apiary means a place where bee colonies are kept.

Bee means any stage of the common domestic honey bee, *apis mellifera* species.

Cat means any animal of the species *Felis domesticus*.

Colony means a hive and its equipment and appurtenances, including bees, comb, honey, pollen, and brood.

Dog means any animal of the species *Canis familiaris*.

Dog kennel means any facility for housing, boarding, harboring, training or breeding where more than three (3) dogs that are four (4) months of age or older are kept.

Guard dog means any dog trained or used to protect persons or property by attacking or threatening to attack any person found within the area patrolled by the dog that is either securely enclosed within the area at all times or under the continuous control of a trained handler.

¹Editor's note(s)—Ord. No. 706-20 , § 1(Exh. A), adopted March 24, 2020, amended Art. VII in its entirety to read as herein set out. Former Art. VII, §§ 7-7-10—7-7-140, pertained to animal control, and derived from Ord. 300 §1, adopted in 1992; Ord. 339 §1, adopted in 1996; Ord. 352 §1, adopted in 1997; Ord. 510 §1, adopted in 2004; Ord. 526 §1, adopted in 2005; Ord. 559 §1, adopted in 2006; Ord. 591 §3, adopted in 2009; Ord. 610-10 §3, adopted in 2010; Ord. 652-15, §§1—4, adopted in 2015 ; and Ord. 696-19 §4, adopted in 2019.

Household pet means any domesticated animal commonly kept in the primary residence. Household pets include dogs, domestic cats, domestic caged birds, canaries, parrots, potbellied pigs, rabbits, hamsters, guinea pigs and similar rodents, fish, and reptiles so long as such animals are not kept to supplement food supplies or for any commercial purpose whatsoever. Household pet does not include livestock.

Livestock means any chickens, ducks, geese, turkeys, peafowl, peacocks or other domestic fowl, hogs, pigs (except pot-belly pigs), swine, sheep, goats, cattle, horses, mules, llamas or other animals raised or kept for profit or production.

Microchip means an electronic transponder intended for the subcutaneous insertion into an animal for the use of identification.

Mistreatment means an act or omission which causes or unreasonably permits the continuation of unnecessary abuse or unjustifiable pain or suffering.

Neglect means failure to provide food, water, protection from the elements or other care generally considered to be normal, usual and accepted for an animal's health and wellbeing consistent with the species, breed and type of animal.

Owner means any person in possession of, harboring, keeping or having custody, financial or property interest or control of any animal.

Pet shop means any business engaged in buying, selling, trading or bartering for resale or wholesale pet animals to consumers, brokers, commissioned merchants or any middleman.

Police dog means a currently registered and certified canine police dog that is either in training or on active duty status with a law enforcement agency within the State.

Premises of the owner means the residence of the owner, including the attached property surrounding the residence that is leased or owned by the owner, but not including any common area, park or recreational property jointly owned or leased by the members of a homeowners' or tenants' association.

Quarantine means a state, period or place of isolation in which an animal is observed for a period of no fewer than ten (10) days from the date of bite or exposure to a contagious disease.

Running at large means an animal off or away from the premises of the owner, and not under the control of such owner or an agent, servant or member of the immediate family, either by leash, cord or chain.

Service animal means a dog that is individually trained to do work or perform tasks for people with disabilities. A miniature horse may qualify as a service animal under the circumstances set forth in the American with Disabilities Act (ADA) regulations. Dogs whose sole function is to provide comfort or emotional support do not qualify as service animals.

Town's designated animal shelter means any premises designated by the Town Administrator for the humane boarding and caring for any animal impounded under this Article or any other ordinance or laws of the state.

Veterinary clinic means any establishment maintained and operated by a licensed veterinarian for surgery, diagnosis and treatment of diseases and injuries of animals.

Vicious animal means any animal that, without provocation, bites or attacks a person or another domestic animal, either on public or private property.

Wildlife means any animal that exists in a natural wild state in its place of origin, presently or historically, except those species determined to be domestic animals or livestock by this Article.

Sec. 7-7-15. Excessive number prohibited.

It shall be unlawful for any person to keep or harbor more than four (4) dogs or four (4) cats or a combination thereof that are four (4) months of age or older on any premises within the Town of Bennett. Only one (1) litter of offspring may be kept on the premises until the age of six (6) months. Exceptions are licensed kennels, veterinary clinics, pet shops, animal grooming services and shelters.

Sec. 7-7-20. Inspection and enforcement powers.

- (a) Any animal control officer, any policing agency or other person who may be so authorized by the code is hereby authorized to issue a summons and complaint to any person when said officer personally observes a violation of the provisions of this Article, or when information is received from any person who has personal knowledge that an act or acts which are made unlawful by the provisions of this Article have occurred. The penalty assessment procedure provided in the Colorado Municipal Court rules of procedure (mail-in fines) may be followed, as permitted by law, by the animal control officer, provided that a mandatory court appearance will be required of the owner whenever an animal is impounded as provided in this Article.
- (b) Interference unlawful. It shall be unlawful for any person to interfere with, harass, hinder or obstruct the animal control officer or any other Town employee or official in the discharge of official duties under this Article.
- (c) Inspection procedure. Whenever it becomes necessary to make an inspection to enforce any of the provisions of or to perform any duty imposed by this Article or other applicable law or whenever the animal control officer or authorized representative has reasonable cause to believe that there exists in any building or upon any premises any violation of the provisions of this Article or other applicable law, the animal control officer or authorized representative is authorized to enter such property at any reasonable time and to inspect the property and perform any duty imposed upon the animal control officer by this Article or by other applicable law, provided that:
 - (1) If such property is occupied, the animal control officer shall first present proper credentials to the occupant and request and obtain permission for entry, explaining the reasons therefor; or
 - (2) If such property is unoccupied, the animal control officer shall first make a reasonable effort to locate the owner or other person having charge or control of the property and request entry, explaining the reasons therefor. If such entry is refused or cannot be obtained because the owner or other person having charge or control of the property cannot be found after due diligence, the animal control officer or authorized representative shall have recourse to every remedy provided by law to secure lawful entry and inspect the property. Notice of the entry shall be given by posting such notification at an entrance to or at a conspicuous place upon such area or building where such animal is confined.
- (d) Immediate inspection. Notwithstanding Subsection (c) of this Section, if the animal control officer or authorized representative has reasonable cause to believe that the keeping or the maintaining of any animal is so hazardous, unsafe or dangerous as to require immediate inspection to safeguard the animal or the public health or safety, the animal control officer, after first notifying the Town Administrator, shall have the right to immediately enter and inspect such property and may use any reasonable means required to effect such entry and make such inspection, whether such property is occupied or unoccupied and whether or not permission to inspect has been obtained. If the property is occupied, the animal control officer shall first present proper credentials to the occupant and demand entry, explaining the reasons therefor and the purpose of the inspection.
- (e) Exemption for police dogs. Police dogs shall be deemed exempt from the provisions of this Article while being used by the policing agency in the performance of the functions and duties of the policing agency.

- (f) The animal control officer is authorized to use any tranquilizer gun or other firearm (if the animal control officer is authorized by law to carry a firearm) to subdue or destroy any wild, exotic or dangerous animal that is determined by the animal control officer or policing agency in his or her discretion to be of danger to either itself or to the public health and safety.

(Ord. 706-20 , §1(Exh. A), 3-24-2020)

Sec. 7-7-25. Public nuisance.

Under this Article, it shall be unlawful for any person to cause or constitute a public nuisance or to knowingly permit, encourage or unreasonably fail to prevent such nuisances. Nuisance, for purposes of this Section, shall be deemed to be, but not limited to:

- (1) Any continuous and habitual violation of any Section within this Article. Factors to be considered may be, but are not limited to, accumulated convictions for separate and distinct violations, degree of aggravation, number of violations within one (1) year or failure of the owner to take corrective action for any violation or all violations.
- (2) Any behavior involving animals that endangers the health, safety or public peace of the community.
- (3) Negligence in allowing the accumulation of waste matter to the degree of creating a putrid, offensive, unsanitary or unhealthy condition to the surrounding area.

Sec. 7-7-27. Keeping of barking dogs.

- (a) It shall be unlawful to keep or harbor any dog which by frequent, habitual or continued barking, yelping or howling shall cause an annoyance or inconvenience to a neighbor or to people passing to and from upon the public streets or sidewalks, and such is declared to be a nuisance as defined in Section 7-7-25 and a violation of this Article.
- (b) The animal control officer or a member of the policing agency shall have the authority to use all reasonable means to abate such nuisance, including, but not limited to, requiring that the owner make bona fide efforts to quiet the dog or upon approval of Town Administrator, impoundment of the dog where the owner is absent from the premises. Upon impoundment of a dog for violation of this Section, the animal control officer or policing agency shall attempt to locate and notify the absent owner by any reasonable means as readily as possible.
- (c) No summons and complaint shall be issued nor shall there be a conviction for violation of this Section unless there are at least two (2) or more complaining witnesses from separate households who shall have signed such complaint and shall have testified at trial. An animal control officer or policing agency who has personally investigated the complaint of a single complainant and observed problem behavior of the dog with regard to its frequent, habitual or continued barking, yelping or howling may satisfy the requirement for the second complaining witness and may give testimony to such observations at trial.

(Ord. 706-20 , §1(Exh. A), 3-24-2020)

Sec. 7-7-30. Keeping of wildlife, exotic animals, or livestock.

- (a) Prohibited. It shall be unlawful for any person to own, possess, harbor, sell or in any other manner traffic in the following species or hybrid species of animals:
 - (1) All poisonous or venomous animals, anacondas, reticulated pythons, burmese pythons and amethystine pythons.

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- (2) All other non-venomous snakes with a length greater than six (6) feet measured from the tip of the nose to the tip of the tail.
 - (3) All other reptiles with a length greater than three (3) feet measured from the tip of the nose to the tip of the tail.
 - (4) Gorillas, chimpanzees, orangutans, baboons and any other primates.
 - (5) Any species of feline not falling within the categories of ordinary domesticated house cats.
 - (6) Bears of any species.
 - (7) Marsupials, squirrels, raccoons, porcupines, skunks, badgers or other like species, except ferrets (mustela furo).
 - (8) Foxes, wolves, coyotes or other species of canines other than dogs.
 - (9) Crocodilians and monitor lizards.
 - (10) Any animal that is not indigenous to the state and is not classified as a household pet.
- (b) It is unlawful for any person to own any livestock within the Town, except in areas zoned agricultural (AG), public (P) or planned development (PD) (if allowed pursuant to an approved outline development plan). Animal ratios in the public and planned development zone districts are allowed as follows:

One (1) horse per one-half (½) acre; or One (1) cow per one-half (½) acre; or One (1) llama per one-half (½) acre.	Two (2) pigs per one-half (½) acre; or Two (2) sheep per half (½) acre; or Two (2) alpacas per half (½) acre.
Six (6) ducks/chickens/fowl per one-half (½) acre.	Two (2) goats per one-half (½) acre

- (b) Notwithstanding the foregoing, chickens and ducks may be kept on single-family residential lots within the Town, subject to permitting and to compliance with the regulations set forth in Section 7-7-35 of this Code and other applicable Town requirements.
- (c) Alleged domestication of any prohibited animal shall not affect its status under this Section.
- (d) Exceptions. Subsection (a) of this Section shall not be applicable to any bona fide zoological garden or any circus or carnival licensed by the Town or any state licensed wildlife rehabilitator, organization or individual who performs wildlife rescue and rehabilitation and is permitted with the Town.
- (e) Confinement. The animal control officer will have the authority to apprehend any livestock, wild, exotic or dangerous animal that may be at large within the Town. Such livestock, wild, exotic or dangerous animal may be impounded, released in wild areas outside of the Town which are representative of the animal's natural habitat or released to an appropriate keeper or humanely destroyed when the animal control officer in his or her discretion shall determine such, subject to applicable state law.

(Ord. 706-20 , §1(Exh. A), 3-24-2020)

Sec. 7-7-35. Keeping of domestic chickens and ducks; quantity restricted; permit required.

- (a) Keeping of chickens and ducks. Domestic chickens and ducks may be kept on single-family residential parcels, subject to obtaining a permit as required by Subsection (c) and compliance with all of the requirements set forth in this Section. For purposes of this Section, a single-family residential lot is a lot or tract of land having as its sole primary use one (1) detached single-family dwelling.
- (b) Regulations. The following regulations apply to the keeping of chickens and ducks:

-
- (1) Number; roosters, drakes prohibited. No more than six (6) domestic ducks or six (6) domestic chickens (or any combination thereof as long as the total number does not exceed six (6) are permitted per residential tract. Roosters and drakes are not permitted.
 - (2) Shelter requirements. Ducks and chickens must be provided with a covered, predator-resistant shelter that is properly ventilated and heated, with nesting boxes, designed to be easily accessed, cleaned and maintained, and that provides at least two (2) square feet per duck or chicken. The shelter shall not exceed one hundred twenty (120) square feet.
 - (3) Location of facilities. Duck and chicken facilities shall be located in the rear or backyard of the lot. They shall not be located between the rear of the structure and the front yard lot line. Ducks and chickens shall be kept within such facilities and are not permitted within any other portions of the lot.
 - (4) Access during daylight hours. During daylight hours, the ducks and chicken must have access to the shelter and to an outdoor enclosure, located adjacent to the shelter that is adequately fenced to protect them from predators.
 - (5) Shelter from dusk to dawn. The ducks and chickens must be further protected from predators by being closed in the shelter from dusk to dawn.
 - (6) Setbacks. Neither the shelter or the outdoor enclosure may be located less than fifteen (15) feet from any abutting property line unless the owner or keeper of the ducks and chickens obtains written consent of the owner(s) of all abutting properties to which the enclosure is proposed to be more closely located; in which event, the agreed-upon location shall then be deemed acceptable notwithstanding any subsequent change in ownership of such abutting property or properties.
 - (7) Fencing. In addition to the shelter described above, chickens and hens shall be confined to areas that are fully enclosed with adequate perimeter fencing to prevent the ducks and chickens from escaping when not in their shelters and to prevent predators' entry and from coming into contact with wild ducks, geese or their excrement. Fences required by this Subsection shall comply with the provisions of Section 16-2-790 of this Code and shall be resistant to predators. Adequate fencing material for purpose of this Subsection shall include wood, wire and stone. Split rail fences will not be deemed adequate for purposes of this Subsection.
 - (8) Water. Water must be available at all times in adequate receptacles.
 - (9) Food. Sufficient nutritive food must be provided daily and must be stored in a resealable, airtight, metal, rodent proof container to discourage attracting mice, rats, and other vermin.
 - (10) Cleanliness. The shelter and surrounding area must be kept clean from accumulation of excrement and debris so as to not create a nuisance.
 - (11) Odors prohibited. All coops and runs shall be regularly cleaned and maintained to control dust, odor, and waste and to prevent the facilities from constituting a nuisance, safety hazard, or health problem to surrounding properties. Odors associated with the coop shall be contained within the owner's property boundary.
 - (12) Slaughtering prohibited. The ducks and chickens may not be slaughtered killed by, or at the direction of, the owner or keeper thereof except pursuant to the lawful order of State or County health officials or for the purpose of euthanasia when surrendered to a licensed veterinarian or Humane Society. Dead animal carcasses shall be properly disposed of within 24 hours.
- (c) Annual permit required. Any person keeping chickens or ducks pursuant to this Section must first have been issued a permit by the Town Administrator. Permitting is subject to the following requirements:
- (1) The application shall be on a form provided by the Town and shall include a plan or drawing showing the proposed locations of all chicken or duck facilities to be located upon the parcel for which the

permit is requested. Such plan or drawing shall include details demonstrating the applicant's proposed manner of compliance with the requirements of this Section.

- (2) Prior to the issuance of a permit, the Town Administrator may inspect the parcel for which the permit is requested.
 - (3) A permit issued pursuant to this Section shall allow the keeping of chickens or ducks on the specific property identified in the permit. The permit shall be personal to the permittee and is non-transferrable.
 - (4) A permit issued pursuant to this Section must be renewed annually. A fee shall be charged for each new permit and each annual renewal permit, which fee shall be set by resolution of the Board of Trustees from time to time.
- (d) Nuisance-free facilities as prerequisite. A permit to keep ducks or chickens within the Town shall not be granted or renewed unless the owner or keeper provides facilities which will reasonably assure the Town Administrator that the premises will be maintained in a sanitary condition, free from insects and rodents, offensive odors, excessive noise or any other conditions which constitute a public nuisance.
 - (e) Denial or revocation of permit. The Town Administrator may deny or revoke a permit to keep, maintain or possess fowl within the Town if the Town Administrator determines that any provision of this Section is being violated or if the Town Administrator finds that maintenance of fowl interferes with the reasonable and comfortable use and enjoyment of property.
 - (f) Quarantine permitted. The Town Administrator is authorized to confiscate, quarantine, or destroy any chickens for the purpose of controlling the outbreak of contagious or infectious disease within the Town.
 - (g) Infectious disease. Nothing herein shall affect the authority of the State from enforcing the provisions of the Colorado Livestock Health Act, C.R.S. § 35-50-101, et seq., to control the outbreak of contagious or infectious disease among livestock in the Town by quarantine or slaughter.
 - (h) Expiration of permit. Any permit issued pursuant to this Section shall expire when the operation of the duck or chicken keeping has discontinued for twelve (12) months or more.
 - (i) Removal of shelter. Upon expiration, revocation or denial of a permit, all duck and chicken facilities shall be removed from the property within thirty (30) days of such expiration, revocation or denial.
 - (j) Penalties. Penalties for violation of any of the stipulations set forth in this Section will be one hundred dollars (\$100.00) for the first offense, one hundred fifty dollars (\$150.00) for the second offense, and revocation of the permit and removal of the chickens or ducks from the Town if a third offense occurs.

(Ord. 706-20 , §1(Exh. A), 3-24-2020)

Sec. 7-7-40. Keeping of hare or rabbit; quantity restricted; enclosure standards.

- (a) Keeping of rabbits and hares. It shall be unlawful for the owner of any hare or rabbit to fail to keep the hare or rabbit from running at large. Any owner who fails to comply with this Section will be in violation of Section 7-7-50 of this Article.
- (b) Regulations. The following regulations apply to keeping hares and rabbits:
 - (1) No more than six (6) hares or rabbits are permitted per residential tract in the Town.
 - (2) Enclosures/shelter requirements. Enclosures for housing rabbits in colonies must provide a minimum of ten (10) square feet of floor space per rabbit over four (4) months of age. Rabbits over six (6) weeks of age and under four (4) months of age must be provided a minimum of seven and one-half (7.5) square feet of floor space per rabbit.

- (3) The minimum height for any hare or rabbit's enclosure is fifteen (15) inches.
 - (4) Enclosure must provide adequate ventilation to prevent odor build-up and to maintain appropriate ambient temperature for the rabbits.
 - (5) The floor of a hare or rabbit's enclosure must be constructed of material that prevents pododermatitis (foot problems) and that can be adequately cleaned. Mesh flooring must be small enough to prevent the hare or rabbit's feet from passing through and to prevent discomfort to the animal.
 - (6) Water. Water must be available at all times in adequate receptacles.
 - (7) Food. Sufficient nutritive food must be provided daily and must be stored in a resealable, airtight, metal, rodent proof container to discourage attracting mice, rats and other vermin.
 - (8) Cleanliness. Shelter and surrounding area must be kept clean from accumulation of excrement and debris so as to not create a nuisance, safety hazard, and health problem to surrounding properties.
 - (9) Slaughtering prohibited. The hare and rabbit may not be slaughtered or killed by, or at the direction of, the owner thereof except pursuant to the lawful order of state or county health officials or for the purpose of euthanasia when surrendered to a licensed veterinarian, humane society or shelter.
- (c) Annual permit required. Any person keeping rabbits or hares pursuant to this Section must first have been issued a permit by the Town Administrator. Permitting is subject to the following requirements:
- (1) The application shall be on a form provided by the Town and shall include a plan or drawing showing the proposed locations of all enclosures and shelters to be located upon the tract for which the permit is requested. Such plan or drawing shall include details demonstrating the applicant's proposed manner of compliance with the requirements of this Section.
 - (2) Prior to the issuance of a permit, the Town Administrator may inspect the parcel for which the permit is requested.
 - (3) A permit issued pursuant to this Section shall allow the keeping of rabbits or hares on the specific property identified in the permit. The permit shall be personal to the permittee and is non-transferrable.
 - (4) A permit issued pursuant to this Section must be renewed annually. A fee shall be charged for each new permit and each annual renewal permit, which fee shall be set by resolution of the board of trustees from time to time.
- (d) Quarantine permitted. The Town Administrator is authorized to confiscate, quarantine, or destroy any hare or rabbit for the purpose of controlling the outbreak of contagious or infectious disease.
- (e) Penalty. Any person convicted of violating this Section of this Article shall, upon conviction, be punished by a fine in accordance with general penalty provisions set forth in Section 1-4-20 of this Code.

(Ord. 706-20 , §1(Exh. A), 3-24-2020)

Sec. 7-7-45. Beekeeping.

- (a) Hives. All bee colonies shall be kept in inspectable type hives with removable combs, which shall be kept in sound and usable condition.
- (b) Setback. All hives shall be located at least five (5) feet from any adjoining property with the back of the hive facing the nearest adjoining property.
- (c) Fencing of flyways. In each instance in which any colony is situated within ten (10) feet of a developed public or private property line of the tract upon which the apiary is situated, as measured from the nearest point on

the hive to the property line, the beekeeper shall establish and maintain a flyway barrier at least six (6) feet in height consisting of a solid wall or fence parallel to the property line and extending ten (10) feet beyond the colony in each direction so that all bees are forced to fly at an elevation of at least six (6) feet above ground level over the property lines in the vicinity of the apiary.

- (d) Water. Each beekeeper shall ensure that a convenient source of water is available at all times to the bees so that the bees will not congregate at swimming pools, bibcock's, pet water bowls, birdbaths or other water sources where they may cause human, bird or domestic pet contact. The water shall be maintained so as not to become stagnant.
- (e) Maintenance. Each beekeeper shall ensure that no bee comb or other materials that might encourage robbing are left upon the grounds of the apiary site. Upon their removal from the hive, all such materials shall promptly be disposed of in a sealed container or placed within a building or other bee-proof enclosure.
- (f) Queens. In any instance in which a colony exhibits unusually aggressive characteristics by stinging or attempting to sting without due provocation or exhibits an unusual disposition towards swarming, it shall be the duty of the beekeeper to re-queen the colony. Queens shall be selected from stock bred for gentleness and non-swarming characteristics.
- (g) Colony densities.
 - (1) It shall be unlawful to keep more than the following number of colonies on any tract within the Town, based upon the size or configuration of the tract on which the apiary is situated:
 - a. One-quarter ($\frac{1}{4}$) acre or less tract size—two (2) colonies;
 - b. More than one-quarter ($\frac{1}{4}$) acre but less than one-half ($\frac{1}{2}$) acre tract size—four (4) colonies;
 - c. One-half ($\frac{1}{2}$) acre or more but less than one (1) acre tract size—six (6) colonies;
 - d. One (1) acre or larger tract size—eight (8) colonies;
 - e. Regardless of tract size, where all hives are situated at least two hundred (200) feet in any direction from all property lines of the tract on which the apiary is situated, there shall be no limit to the number of colonies.
 - (2) For each two (2) colonies authorized under colony densities, Subsection (g)(1) above, there may be maintained upon the same tract one (1) nucleus colony in a hive structure not exceeding one (1) standard nine and five-eighths ($9\frac{5}{8}$) inch depth ten (10) frame hive body with no supers attached as required from time to time for management of swarms. Each such nucleus colony shall be disposed of or combined with an authorized colony within thirty (30) days after the date it is acquired.
- (h) Annual permit required. Any person keeping bees pursuant to this Section must first have been issued a permit by the Town Administrator. Permitting is subject to the following requirements:
 - (1) The application shall be on a form provided by the Town and shall include a plan or drawing showing the proposed locations of all hives to be located upon the tract for which the permit is requested. Such plan or drawing shall include details demonstrating the applicant's proposed manner of compliance with the requirements of this Section.
 - (2) Prior to the issuance of a permit, the Town Administrator may inspect the parcel for which the permit is requested.
 - (3) A permit issued pursuant to this Section shall allow the keeping of bees on the specific property identified in the permit. The permit shall be personal to the permittee and is non-transferrable.
 - (4) A permit issued pursuant to this Section must be renewed annually. A fee shall be charged for each new permit and each annual renewal permit, which fee shall be set by resolution of the board of trustees from time to time.

- (i) Prohibited. The keeping by any person of bee colonies in the Town not in strict compliance with this Section is prohibited. Any bee colony not residing in a hive structure intended for beekeeping, or any swarm of bees, or any colony residing in a standard or homemade hive which, by virtue of its condition, has obviously been abandoned by the beekeeper, is unlawful and may be summarily destroyed or removed from the Town of Bennett by the Town Administrator.

(Ord. 706-20 , §1(Exh. A), 3-24-2020)

Sec. 7-7-47. HOA covenants to apply to keeping of domestic chickens, ducks, hares and bees.

If the property upon which the keeping of ducks, chickens, hares and bees proposed are within a covenant-controlled development, the requirements of Section 7-7-35, 7-7-40 and 7-7-45 shall be considered minimum requirements and said Section shall not limit the rights of any homeowner's association or similar covenant-based property owner's association to lawfully adopt and enforce more stringent covenants standards, including the outright prohibition of ducks, chickens, hares and bees for any property within the authority of such association. Nothing herein, including the issuance of a permit by the Town, shall allow the keeping of ducks, chickens, hares and bees where private covenants prohibit it.

Sec. 7-7-50. Running at large.

- (a) Prohibited. It shall be unlawful for the owner of any dog or other animal to fail to keep the dog or other animal from running at large within the Town. For the purposes of this Article, an animal shall be deemed running at large when such animal is not physically restrained as follows:
 - (1) When the animal is being restrained by tethering upon the premises of the owner or custodian, it must have a cord, leash or chain that is a minimum of six (6) feet in length. It must not be able to enter upon public property, including sidewalks, or the premises of another. Any animal off the premises of the owner or custodian shall be restrained by a leash, cord or chain a maximum of ten (10) feet in length, held by a person who is physically able to control the animal.
 - (2) No animal shall be deemed to be running at large when the animal is upon the premises of the owner or custodian and when the animal is contained on or restricted to the premises by fencing or other means secured by an adequate locking device.
 - (3) Any animal enclosed within the automobile or other vehicle of its owner or custodian shall be deemed to be upon the owner's or custodian's premises.
 - (3) No dog shall be deemed to be running at large when the dog is upon the premises of a Town dedicated off-leash dog park.
- (b) Animal killed or injured on highway. Notwithstanding any provisions herein to the contrary, animals injured or killed on or along public streets or other rights-of-way shall be presumed to be running at large. The animal control officer shall remove all such animals and, at his or her discretion, take those needing medical attention to a veterinarian or to the Town's designated animal shelter. The owner of such animal shall be liable for all expenses of treatment and of impoundment; as well as any penalties which may be imposed for violation of this Section.
- (c) Unspayed females. Any unspayed female animal in the state of estrus (heat) shall be deemed to be running at large unless confined during such period of time within a house, building or other secure enclosure which shall be so constructed that no other animal of the opposite sex of the same species may gain access to the confined area unless intentionally admitted to such area by the confined animal's owner for breeding purposes. The animal control officer shall have the authority to order the owner to remove any unspayed female animal in the state of estrus (heat) to the type of confinement described in this Subsection and may

furthermore require the animal to be confined to a boarding kennel or veterinary hospital of the owner's choice or to the Town's designated animal shelter for the duration of the estrus cycle. Any animal so confined to the Town's designated animal shelter shall not be disposed of as provided in Subsection 7-7-60(d). However, after notification that the animal is no longer in estrus and the animal is not redeemed after three (3) days, the owner is deemed to have abandoned the animal and Subsection 7-7-60(d) shall become applicable. All expenses that were incurred as a result of confinement shall be paid by the owner. Failure to comply with the confinement order of the animal control officer shall constitute a violation of this Section and the animal will then be impounded as set forth in Section 7-7-60 and its owner shall be subject to the penalty set forth in Subsection (d) of this Section.

- (d) Penalty. Any person found guilty of violating this Section shall, upon the first conviction, be subject to the payment of a fine of not less than one hundred dollars (\$100.00), upon the conviction of a second offense involving the same animal shall be fined a sum not less than one hundred fifty dollars (\$150.00) and shall be required to spay or neuter and microchip the animal (unless the owner provides a written statement from a licensed veterinarian that the spay or neuter procedure would be harmful or dangerous to the health of the animal, or provides proof from a licensed veterinarian the dog has been altered prior to the violation), and upon the third and subsequent offenses shall be fined in an amount not less than three hundred dollars (\$300.00). The minimum monetary fines stated in this Subsection may not be suspended by the municipal court. Nothing in this Subsection shall be construed as preventing the animal control officer from instituting a proceeding in the municipal court for violation of this section where there has been no impoundment.

(Ord. 706-20 , §1(Exh. A), 3-24-2020)

Sec. 7-7-60. Impoundment of animals; court proceedings; destruction of animals.

- (a) Any Animal Control Officer may go upon private property to capture and take into custody and impound at the Town's designated animal shelter any animal, or to investigate any report of, a violation of this Article if:
- (1) The Animal Control Officer has obtained the consent of the person in possession of the property;
 - (2) The Animal Control Officer has obtained a search warrant;
 - (3) The Animal Control Officer is in pursuit of an animal which is or has been running at large;
 - (4) The Animal Control Officer is in pursuit of an animal which the officer has probable cause to believe has bitten or attacked a person or another domestic animal; or
 - (5) The Animal Control Officer is attempting to abate a continuing violation when the owner of the property is not available.

Nothing in Paragraphs (3), (4) or (5) above shall be deemed to authorize entry into any enclosed building on the private property. In addition to all other defenses and immunities provided by law, an Animal Control Officer making entry upon private property for the purpose of enforcing this Article is immune from suit or liability, criminal or civil, caused by or arising out of such entry.

- (b) Any Animal Control Officer may take into custody and impound, pursuant to Subsection (a) above, any vicious animal found within the Town, whose owner has been issued a summons and complaint for the violation, or immediately if the animal has bitten or otherwise injured any person or another domestic animal.
- (c) Upon serving of the third summons and complaint following two (2) convictions within one (1) year for public nuisance violations pursuant to Subsection 7-7-25 of this Article, or aggressive or dangerous animal pursuant to Section 7-7-80 of this Article, against the same animal, an Animal Control Officer may immediately take into custody and impound said animal pursuant to Subsection (a) above.

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- (d) Length of impoundment. If there is probable cause to believe that there is a violation of this Article, the animal may be taken into custody by the animal control officer or member of the policing agency and impounded in the Town's designated animal shelter in a humane manner. Except as otherwise provided in Subsection (h), such impoundment shall be for a period of not less than five (5) days, unless earlier claimed. If the owner fails to claim the impounded animal after five (5) days subsequent to being notified or reasonable efforts to notify have been made, the animal shall become the property of the Town and shall be disposed of in a humane manner at the discretion of the Town Administrator. The owner shall still be subject to all fees and costs.
- (e) Any summons served for violation of this Article resulting in the impoundment of an animal shall require a mandatory court appearance of such animal's owner. Provided that the Town has evidence of outstanding costs incurred by the Town for the impound of animals pursuant to this Article, the Municipal Judge shall order restitution in such amount to cover the Town's outstanding costs, regardless of whether the owner claimed the animal from impoundment.
- (f) The Town, Mayor, Board of Trustees, any Town officers, assistants and employees, or any other person authorized to enforce the provisions of this Article, shall not be held responsible for any accident or subsequent disease that may occur to the animal in connection with the administration of the provisions of this Article.
- (g) Failure to produce animal. The owner of any animal subject to impoundment under Subsection (b) of this Article shall, on demand of the animal control officer, or other person who may be so authorized by the code, produce the animal for impoundment as prescribed in this Section. It shall be unlawful for the owner of any such animal to fail or refuse to produce the animal on demand. Any such failure or refusal shall subject the owner to immediate arrest, should probable cause exist to believe that the owner is harboring or keeping the animal and refuses to produce it upon such demand. upon arrest, the owner shall be held to appear before a judge of the municipal court who may order the immediate production of the animal. each day of such willful refusal to produce the animal shall constitute a separate violation and offense.
- (h) Court findings; release of animal; destruction; surrender. If a complaint has been filed in the municipal court against the owner of an animal impounded for violation of this Article, the animal shall not be released from impoundment except on the order of the municipal judge. The municipal judge may, upon making a finding that the alleged owner has failed to appear for any court date on the complaint, order the animal to be surrendered to the Town of Bennett or destroyed in a humane manner.
- (i) Court proceedings against animal owner. If a dog or other animal is impounded, the animal control officer or member of the policing agency may institute proceedings in the municipal court on behalf of the Town against the animal owner, if known, charging the owner with a violation pursuant to this Article. Nothing in this Section shall be construed as preventing the animal control officer, a member of the policing agency or any other person who may be authorized pursuant to this Code from instituting a proceeding in the municipal court for violation pursuant to this Article, when there is probable cause to believe that the violation occurred but where there has been no impoundment.
- (j) Payment of fees prior to animal's release. Subject to Subsections (h) and (i) pursuant to this Article, any impounded animal may be redeemed by the owner upon prior payment of the impound fee, if the animal was not voluntarily impounded by the owner; boarding fees; veterinary charges, if any; and such other costs assessed incidental to the impoundment of the animal.
- (k) Fails to pay fees; penalty. The refusal to redeem any impounded animal by the owner thereof shall not relieve the owner of the duty to pay the impoundment, boarding and veterinary charges that may be assessed. The owner of any animal who fails or refuses to pay such fees and charges shall be in violation of this Article and may be summoned and be subject to the penalty provided in Section 1-4-20 of this Code and subject to the requirements and limitations of C.R.S. § 18-1.3-702, upon conviction of violation of this Article.

(Ord. 706-20 , §1(Exh. A), 3-24-2020)

Sec. 7-7-65. Service animals.

- (a) Service animals must be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents using these devices. In that case, the individual must maintain control of the animal through voice, signal, or other effective controls.
- (b) Service animals are subject to the licensing requirements set forth in this Article.

(Ord. 706-20 , §1(Exh. A), 3-24-2020)

Sec. 7-7-70. Licensing of dogs and cats.

- (a) License required. Any owner of a domesticated dog or cat kept as a household pet or working within the Town shall obtain a one-year or a three-year animal license from the Town or its designated agents, for each animal over the age of six (6) months. No license shall be issued until the applicant for the license provides proof of current vaccination for rabies as required in this Article.
- (b) Assessment of fees. An animal license fee for domesticated dogs and cats kept as household pets shall be assessed pursuant to the Town of Bennett schedule of fees. Licensing fees shall be waived for any dog or cat being fostered for an animal rescue organization licensed by the State pursuant to the Pet Animal and Facilities Act. Any person requesting a fee waiver on such basis shall submit documents supporting such request at the time of licensing.
- (c) Expiration and renewal. A one-year animal license shall expire twelve (12) months from the date of issuance. A three-year animal license shall expire thirty-six (36) months from the date of issuance. An animal license may be reissued upon payment of fees as stated in Subsection (b) of this Section.
- (d) License tags. It is the responsibility of any owner, keeper or possessor of a domesticated dog or cat kept as a household pet or working within the Town to cause such animal to wear at all times a metal tag bearing the legible number of a current license issued for such animal as provided for in this Section. At any trial concerning a violation charged under this Section, the absence of such tags shall be prima facie evidence that such animal was not properly licensed.
- (e) Penalty. Any person convicted of violating this Section of this Article shall, upon conviction, be punished by a fine in accordance with general penalty provisions set forth in Section 1-4-20 of this Code.

(Ord. 706-20 , §1(Exh. A), 3-24-2020)

Sec. 7-7-75. Rabies control.

- (a) Inoculation. Any animal lawfully kept as a household pet or working in the Town which is capable of transmitting rabies shall be inoculated against rabies by a licensed veterinarian before attaining the age of four (4) months unless the owner presents to the Town a written statement from a licensed Colorado veterinarian that vaccination for rabies would be detrimental to the health of the specific animal. Such vaccination shall be kept current at all times with booster shots administered by a licensed veterinarian on or before the appropriate anniversary date of the initial inoculation. The owner acquiring such animal without current rabies inoculation and tag shall have such animal inoculated against rabies within thirty (30) days after the acquisition or when the animal reaches four (4) months of age. The owner or custodian of any animal required by this Section to be inoculated against rabies shall keep a current rabies tag securely attached to the animal at all times. Such tag shall contain the year of the vaccination.
- (b) Biting animals; quarantine. The owner of any dog or other animal required by this Section to be inoculated against rabies that has bitten any person or other animal shall immediately notify an animal control officer.

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Any dog or other animal covered by this Section that has bitten any person or any other animal or that has been exposed to another animal which is believed to have rabies shall be immediately confined and observed for a period of no fewer than ten (10) days from the date of the bite or exposure. It shall be unlawful for the owner of any dog or other animal that has bitten any person or other animal or that has been exposed to an animal that is believed to have rabies to destroy such animal before it can be properly confined and observed under the supervision of the animal control officer. Such confinement may be on the premises of the owner if deemed an appropriate and sufficient safeguard in the discretion of the animal control officer. If not on the owner's premises, the confinement shall be at the Town's designated animal shelter or any licensed veterinary hospital of the owner's choice. Such confinement shall be at the sole expense of the owner.

- (c) Removal from quarantine. It shall be unlawful for any person to remove from any place of quarantine any animal which has been quarantined pursuant to this Section, without the express consent of the animal control officer.
- (d) Diagnosis by veterinarian.
 - (1) When an animal under quarantine has been diagnosed by a licensed veterinarian as being rabid, the veterinarian making such diagnosis shall immediately notify the Colorado Department of Public Health and Environment and advise it of any reports of human contact with such rabid animal. The Colorado Department of Public Health and Environment shall then, pursuant to its rules and procedures, humanely destroy such rabid animal.
 - (2) If any animal under quarantine dies while under observation and before a diagnosis has been made, the animal control officer shall immediately take action to notify the Colorado Department of Public Health and Environment which will take action to obtain a pathological and inoculation examination of the animal.
 - (3) If, after the ten (10) day or longer confinement and observation period provided for in this Section, the dog or other animal has not been diagnosed by a licensed veterinarian as having rabies, the quarantined animal shall be released from confinement by the animal control officer upon payment of all impoundment and other quarantine fees, unless the animal is being held pursuant to Section 7-7-60 of this Article.
- (e) Penalty. Any person convicted of violating Section 7-7-90, 7-7-100 or 7-7-110 of this Article shall, upon conviction, be punished by a fine in accordance with general penalty provisions set forth in Section 1-4-20 of this Code.

(Ord. 706-20 , §1(Exh. A), 3-24-2020)

Sec. 7-7-80. Keeping aggressive or dangerous animals.

- (a) Prohibited. It shall be unlawful for any person to keep or harbor an aggressive or dangerous animal. Where there is more than one (1) owner of an aggressive or dangerous animal, such owners shall be jointly and severally liable for violations of this Section. Police dogs or those in training or guard dogs, as defined in Section 7-7-10 of this Article and kept in compliance with Section 7-7-110 of this Article, shall not be included under this definition.
- (b) An Animal Control Officer may take into custody and impound at the Town's designated animal shelter any aggressive, or dangerous animal when reasonably necessary to protect his or her person or members of the public from injury or damage.
- (c) It is a specific defense to the charge of owning an aggressive or dangerous animal that the threatened person or animal:

- (1) Provoked, tormented, abused or inflicted injury upon the animal in such a manner as to result in the attack.
- (2) Made unlawful entry into a vehicle in which the animal was confined.
- (3) Attempted to assault another person.
- (d) Any person convicted of violating this Section shall be punished by the fines set forth in accordance with the general penalty provisions set forth in Section 1-4-20 of this Code.
- (e) Aggressive animals; penalty. Any person convicted of violating Section 7-7-80 of this Article shall, upon conviction, be punished by a fine in accordance with general penalty provisions set forth in Section 1-4-20 of this Code.

(Ord. 706-20 , §1(Exh. A), 3-24-2020)

Sec. 7-7-90. Vicious animals.

- (a) No person shall own a vicious animal within the Town. Where there is more than one (1) owner of a vicious animal, such owners shall be jointly and severally liable for violations of this Section. Police dogs or those in training or guard dogs, as defined in Section 7-7-10 of this Article and kept in compliance with Section 7-7-110 of this Article, shall not be included under this definition.
- (b) An Animal Control Officer may take into custody and impound at the Town's designated animal shelter any animal that is vicious, and may take whatever action is reasonably necessary to protect his or her person or members of the public from injury or damage, including immediate destruction of any vicious animal without notice to the owner.
- (c) It is a specific defense to the charge of owning a vicious animal that the injured or threatened person or animal:
 - (1) Provoked, tormented, abused or inflicted injury upon the animal in such a manner as to result in the attack or bite.
 - (2) Made unlawful entry into or upon a fenced or enclosed portion of the premises upon which the animal was lawfully kept or upon a portion of the premises where the animal was lawfully chained with the intent to commit a crime other than trespass.
 - (3) Made unlawful entry into a vehicle in which the animal was confined.
 - (4) Attempted to assault another person.
- (d) For the purposes of this Section, a person is lawfully upon the premises of an owner when such person is on the premises in the performance of any duty imposed by law or by the express or implied invitation of the owner of such premises or the owner's agent.
- (e) Penalty. Any person convicted of violating Section 7-7-90, 7-7-100 or 7-7-110 of this Article shall, upon conviction, be punished by a fine in accordance with general penalty provisions set forth in Section 1-4-20 of this Code.

(Ord. 706-20 , §1(Exh. A), 3-24-2020)

Sec. 7-7-100. Keeping of vicious animals.

- (a) Upon a plea of guilty or conviction by the Municipal Court that an animal is vicious, if such animal is not ordered destroyed, the owner shall comply with each of the following requirements. Any failure of the

owner of an animal found to be vicious to comply with the requirements of this Section may result in prosecution under this Section and may subject the owner to possible impound and destruction of the animal.

- (b) The owner of the animal must be eighteen (18) years of age or older and shall, within ten (10) days of the finding that the animal is vicious, register the animal with the Town Clerk as a vicious animal. At that time, the owner must provide evidence of the following in a form acceptable to the Town Clerk or designee thereof:
 - (1) That the animal has been spayed or neutered;
 - (2) That an identification microchip has been implanted in the animal; and
 - (3) That the owner has procured liability insurance in a minimum amount of one hundred thousand dollars (\$100,000.00) to cover any damages caused or which may be caused by the vicious animal during the calendar year or during the period covered by the license required by this Article.
- (c) When the animal is not under the direct control of the owner, the owner shall cause the vicious animal to be confined indoors or placed and kept in a proper secure enclosure. At all times when the vicious animal is away from the property of the owner, the owner shall keep the vicious animal muzzled and securely leashed with a leash no greater than four (4) feet in length and held by a person capable of restraining the animal or in a secure temporary enclosure.
- (d) The owner shall post at each possible entrance to the property where the vicious animal is kept a conspicuous and clearly legible sign warning there is a vicious animal on the property. Such sign must be at least eight (8) inches by ten (10) inches and shall contain only the words "vicious animal" not less than two (2) inches in height.
- (e) The owner shall notify the Town Clerk within (5) five calendar days of any change in address or in the event that the vicious animal is lost, stolen, otherwise missing or dies. The owner of a vicious animal who transfers ownership of the animal must notify the Town Clerk of the same and provide the name, address and telephone number of the new owner. The owner additionally is required to inform the new owner that the animal has been found to be a vicious animal and that the new owner must comply with the requirements of this Section within ten (10) days of acquiring the animal. It shall be unlawful for the new owner to fail to comply with the requirements of this Section within ten (10) days of receipt of the animal, even if such notification by the prior owner has not been made.

(Ord. 706-20 , §1(Exh. A), 3-24-2020)

Sec. 7-7-110. Guard dogs.

- (a) No person shall own or employ a guard dog in any area of the Town unless the following conditions are met:
 - (1) All guard dogs within the Town shall be registered with the Animal Control Officer and meet all requirements of this Code.
 - (2) The owner or other person in control of the premises upon which a guard dog is maintained shall post warning signs on, over or next to all exterior doors stating that such a dog is on the premises. Such signs shall be visible from the curb line or at a distance of fifty (50) feet, whichever is less, and shall contain a telephone number where some person responsible for controlling such guard dog can be reached twenty-four (24) hours a day.
 - (3) Prior to placing any guard dog on any property within the Town, the person responsible for such placement shall in writing inform the Town, the Policing Agency and the Fire Department of his or her intention to post the dog; the number of dogs to be posted; the approximate length of time the dog

will be guarding the area; the daily hours the dog will be guarding the area; the breed, sex and age of the dog; and the rabies tag number of the dog. Such notice must be renewed every six (6) months.

- (b) Any failure to comply with the requirements of this Section may result in prosecution for prohibited ownership of an aggressive or vicious animal pursuant to Sections 7-7-80 or 7-7-90 of this Article.

(Ord. 706-20 , §1(Exh. A), 3-24-2020)

Sec. 7-7-150. Humane care.

- (a) Generally. Each animal shall be adequately supervised by the owner and controlled so as to prevent injury, diseases or neglect. Sick or injured animals shall be provided with veterinary care and controlled in a manner that provides for the health and comfort of the animal at all times.
- (b) Standards. Every owner, agent, lessee, tenant or occupant of any premises where any animal is kept, shall ensure all equipment, buildings and facilities are constructed and maintained to not less than the following standards:
 - (1) Structural strength. Housing facilities or shelters for animals shall be structurally sound and able to contain the animals and shall be maintained in good repair to protect the animals from injury, adverse weather, safety or health hazards.
 - (2) Water. Adequate and potable water shall be available to the animals at all times unless veterinary orders indicate to the contrary. Watering receptacles shall be kept clean.
 - (3) Electric power. Reliable and adequate electric power shall be provided if required for lighting or heating.
 - (4) Storage. Supplies of feed and bedding shall be stored and protected against infestation or contamination by vermin or decaying organic matter.
 - (5) Cleaning of pet shops, kennels, cages, facilities and surrounding premises. In pet shops, kennels, cages, facilities and surrounding premises, waste material shall be removed as often as necessary to prevent contamination and to reduce disease, hazards and odors.
 - (6) Ventilation. Cages, corrals, kennels, stables, stalls, facilities and shelters shall be ventilated to provide for the health and comfort of the animals at all times. Animals shall be provided with fresh air, either by means of windows, doors or vents, which shall be ventilated so as to minimize draft, odors and moisture condensation.
 - (7) Lighting. Where lighting is required, such lighting shall provide uniformly distributed illumination of sufficient intensity to permit routine inspection and cleaning during inspections or working periods.
 - (8) Heating. The ambient temperature shall be consistent with the health requirements of the animals.
 - (9) Cages, corrals, kennels, stables, stalls or any other enclosures. Cages or enclosures shall be structurally sound to contain the animal and shall be maintained in good repair to protect the animal from injury and any adverse conditions. Enclosures shall provide sufficient space to meet the conditions and size of the animal and allow the animal to turn about freely and to easily stand and lie in a comfortable, normal position.
 - (10) Housekeeping. All facilities shall be kept clean and in good repair in order to protect the animals from injury and disease and to facilitate good animal husbandry, and the owner shall keep surrounding areas free of accumulations of trash, debris and waste.
 - (11) Excrement. It shall be unlawful for the owner of any dog or other animal not to immediately remove excrement deposited by such animal upon a common thoroughfare, street, sidewalk, play area, and

park or upon any other public property. Animal excrement shall not be placed in storm sewers or street gutters, but shall be disposed of in a sanitary manner. It shall also be unlawful under this Article to permit excessive excrement to accumulate on any property to the degree that it becomes offensive or injurious to health.

(12) Feeding. Each animal shall be fed food of a sufficient quantity and of good nutritive quality to meet the normal daily requirements according to size and needs of the animal. Food receptacles shall be located for easy accessibility to the animal and to minimize contamination from trash, debris and waste.

(13) Fencing. All fencing requirements shall comply with Chapter 16, Section 16-2-790.

(Ord. 706-20 , §1(Exh. A), 3-24-2020)

Sec. 7-7-200. Cruelty; mistreatment to animals.

- (a) Cruelty. It shall be unlawful for any person to commit cruelty to animals. A person commits cruelty to animals if he or she knowingly or with criminal negligence overdrives, overworks, tortures, torments, deprives of necessary sustenance, unnecessarily or cruelly beats, needlessly mutilates, needlessly kills or, having the charge or custody of any animal, fails to provide it with proper food, drink or protection from the weather or abandons it.
- (b) Open vehicle. No person who owns or has control of any animal shall allow such animal to ride in any open motor vehicle or vessel in such a manner as to permit injury to the animal. For purposes of this Subsection, the operator of a motor vehicle shall be deemed to have control of any animals riding therein. Factors to be considered by the court shall include, but are not limited to, the following:
- (1) Transporting any animal in an open truck or any motor vehicle or vessel in such a manner as to permit an animal to jump or be thrown therefrom by acceleration of, stopping of or accident involving the vehicle.
 - (2) Weather conditions and temperature of the vehicle.
 - (3) Tethering or securing any animal in such a way that it may be thrown from the vehicle by acceleration of, stopping of or accident involving the vehicle. This Subsection shall not apply to the owner or controller of such animal if such animal is confined to a cage or enclosure of adequate construction to prevent its escape therefrom and provides proper ventilation.
- (c) Care of confined animal. Except as authorized by law, no animal shall be confined without an adequate supply of food and water. If any animal is found to be confined without adequate food or water, it shall be lawful for any policing agency or animal control officer, from time to time as may be necessary, to enter into and upon any area or building where such animal is confined and supply it with adequate food and water in accordance with the procedures found in Section 7-7-20. If such animal is not cared for by a person other than an animal control officer within twenty-four (24) hours of the posting of notification as described in Section 7-7-20, such animal shall be presumed to have been abandoned under circumstances in which the animal's life or health is endangered.
- (d) Endangering animal's health or life. No animal shall be mistreated or neglected to such degree or abandoned in any circumstance so that the animal's life or health is endangered. The term "mistreatment," "neglect" or "abandoned" are as defined in Section 7-7-10.
- (e) Poisoning. It shall be unlawful for any person to poison any animal or to distribute poison in any manner whatsoever with the intent to or for the purpose of poisoning any animal; provided, however, for the purpose only of this Subsection, the term "animal" shall not include bats, mice, rats, or other rodents approved by state law, but shall include hamsters, guinea pigs, rabbits and squirrels. The distribution of any

poison or poisoned meat or food, other than those specifically for insect or bat, mouse, rat, or other rodent poisoning, shall be prima facie evidence of violation of this Subsection.

- (f) Harassing birds. It shall be unlawful for any person within the Town to at any time willfully frighten, shoot at, wound, kill, capture, ensnare, net, trap or in any other manner harass or injure any bird, fowl or water fowl or in any manner willfully molest or injure the nest, eggs or young of any such bird, fowl or water fowl.

(Ord. 706-20 , §1(Exh. A), 3-24-2020)

Exhibit B: Annual Flat Rate Fee Schedule
Between Riverdale Animal Shelter and the Town of Bennett

January 1, 2023 - December 31, 2023:

The Annual Flat Rate Fee for Shelter Services for the Town of Bennett in 2023 will be **\$6,148.00**. This annual flat rate fee will be payable in four (4) payments. Invoices will be issued as follows and payable within thirty days of the invoice date.

January 1, 2023	\$1,537.00
April 1, 2023	\$1,537.00
July 1, 2023	\$1,537.00
October 1, 2023	\$1,537.00

January 1, 2024 - December 31, 2024:

The Annual Flat Rate Fee for Shelter Services for the Town of Bennett in 2024 will be **\$6,148.00**. This annual flat rate fee will be payable in four (4) payments. Invoices will be issued as follows and payable within thirty days of the invoice date.

January 1, 2024	\$1,537.00
April 1, 2024	\$1,537.00
July 1, 2024	\$1,537.00
October 1, 2024	\$1,537.00



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: November 29, 2022
SUBJECT/TITLE: Resolution Approving the Intergovernmental Agreement between Adams County and the Town of Lochbuie for Animal Shelter/Adoption Center Services
FROM: Stephanie Wilde
AGENCY/DEPARTMENT: Animal Shelter
HEARD AT STUDY SESSION ON: July 10, 2018
RECOMMENDED ACTION: BoCC approval

BACKGROUND:

This is an IGA renewal between Adams County and Town of Lochbuie to utilize the Adams County Riverdale Animal Shelter (RAS) for animal sheltering, care, and impound services. Fees have been established by utilizing Lochbuie's average annual animal sheltering usage data and the shelter's average operational costs for years 2020 and 2021 and applying those to an annual flat-rate fee for 2023.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Animal Shelter/Adoption Center dba Riverdale Animal Shelter
 Adams County Budget Department
 Adams County Manager's Office
 Town of Lochbuie

ATTACHED DOCUMENTS:

Resolution for Adams County and Town of Lochbuie,
 IGA between Adams County (RAS) and Town of Lochbuie,
 Exhibit A: Article VI of Chapter 7 of the Town of Lochbuie Municipal Code,
 Exhibit B: Fee Schedule

FISCAL IMPACT:

Yes

Fund:	01
Cost Center:	2051

	Object Account:	Subledger:	Amount:
Current Budgeted Revenue:	5000	5990.6	\$3,009.00
Additional Revenue not included in Current Budget:			
Total Revenues:			\$3,009.00

	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: No

Future Amendment Needed: No

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN
ADAMS COUNTY AND THE TOWN OF LOCHBUIE FOR ANIMAL
SHELTER/ADOPTION CENTER SERVICES

WHEREAS, the Riverdale Animal Shelter has been asked to provide animal control, shelter, impound, and adoption services for the Town of Lochbuie; and,

WHEREAS, both parties intend to enter an agreement where Adams County will provide for the shelter, care, adoption, humane euthanasia, and/or disposal of animals impounded by the Town of Lochbuie and/or Lochbuie Animal Control officers; and,

WHEREAS, Adams County will provide the above stated services for the time period of January 1, 2023 through December 31, 2023, which will automatically renew for successive one-year terms beginning January 1, 2024 under the terms of this agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Intergovernmental Agreement between Adams County and the Town of Lochbuie for Animal Shelter/Adoption Center Services, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved.

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

**ADAMS COUNTY, COLORADO
INTERGOVERNMENTAL AGREEMENT
ANIMAL SHELTER/ADOPTION CENTER SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT FOR ANIMAL SHELTER/ADOPTION CENTER SERVICES (IGA) is made this 1 day of ~~November~~ 2022 by and between the Adams County Board of County Commissioners, located at 4430 S. Adams County Parkway, Suite C5000A, Brighton, CO 80601, hereinafter referred to as the "County," and the Town of Lochbuie, located at 703 WCR 37, Lochbuie, CO 80603, hereinafter referred to as "Lochbuie" This IGA is for animal shelter and adoption services to be provided by the Riverdale Animal Shelter ("RAS"), located at 12155 Park Blvd., Brighton, CO 80601.

In consideration of the mutual promises and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the County and Lochbuie agree to be legally bound as follows:

SECTION I. DEFINITIONS

- A. **Adoption fee:** Means the amount charged to a person adopting an animal for the costs of administrative services associated with the adoption.
- B. **Animal:** Means a dog, cat, or other small domestic creature.
- C. **Boarding fee:** Means the daily amount charged for the care of an animal while at RAS.
- D. **Care:** Means regularly providing food and water to animals in the RAS.
- E. **Impoundment fee:** Means the amount, in addition to the boarding fee, charged for costs associated with impounding an animal at RAS.
- F. **Service fees:** Means other fees charged for services provided by RAS, not otherwise specified herein, such as fees for euthanizing animals, disposing of dead animals, etc.
- G. **Shelter:** Means providing an enclosed kennel or pen that is regularly cleaned and maintained for an animal.

SECTION II. RESPONSIBILITIES OF THE COUNTY

A. RAS, along with Lochbuie Animal Control Officer(s), shall enforce Article VI of Chapter 7 of the Town of Lochbuie Municipal Code, as it pertains to animal control and licensing, a copy of which is attached hereto and incorporated herein as Exhibit A. It is however understood, that the RAS will provide such services only as they pertain to dogs, cats, domestic fowl, small farm animals, or other small domestic creatures. The fees charged by RAS for adoption, boarding, impoundment, and other services are as specified in Exhibit B, which is attached hereto and incorporated herein by this reference.

B. RAS shall provide for the shelter, care, adoption, euthanasia, and/or disposals of animals impounded because of violations of Article VI of Chapter 7 of the Town of Lochbuie Municipal Code, and will obtain and/or maintain any and all licenses required by Colorado Revised Statute (C.R.S.) § 35-80-101, *et seq.* For any animal on a court hold, such shelter and care shall continue until otherwise directed by Lochbuie or the applicable court.

C. Any animal impounded for more than five (5) business days that is not reclaimed by its owner may be made available for adoption, transferred for rescue, or may be humanely euthanized, at the sole discretion of the RAS Executive Director, Veterinarian, and/or designated personnel. However, feral cats may be humanely euthanized after having been impounded for three (3) calendar days, as the circumstances at RAS may require based on the sole discretion of its Executive Director, Veterinarian, and/or designated personnel consistent with Colorado Revised Statute (C.R.S.) §35-80-106.3, as amended, or other relevant statutory provision in effect at the time.

D. Unless ownership of a released animal is specifically acknowledged by the releasing individual, any animals brought to the RAS will be processed in accordance with Colorado Revised Statute (C.R.S.) §35-80-106.3.

E. RAS shall have the right to immediately and humanely euthanize any animal impounded at its facility if such animal is diagnosed by a licensed veterinarian as being terminally ill, injured, or diseased consistent with Colorado Revised Statute (C.R.S.) § 35-80-106.3, or other relevant statutory provision in effect at that time.

F. RAS shall quarantine animals for rabies observation and shall report all suspected rabid animals to the local Health Department and to the Lochbuie Animal Control Officer.

G. Any dog or cat impounded at RAS, with the exception of aggressive, severely ill, or injured animals, shall be inoculated with appropriate vaccines as indicated by protocol established by the shelter veterinarian.

H. RAS shall maintain a telephone answering service to receive inquiries on impounded animals from 10:00 a.m. to 6:00 p.m. on weekdays, and from 9:00 a.m. to 5:00 p.m. on Saturdays and Sundays. RAS will be closed on County-designated holidays.

I. RAS shall maintain records on all impounded animals, including a record of each animal's disposal, and shall allow Lochbuie access to such records as reasonably requested. In addition, RAS shall submit to Lochbuie by the twentieth (20th) calendar day of each month a summary report of animals received and the disposition thereof during the prior month.

J. Fees charged to Lochbuie residents for services provided hereunder shall not exceed the fees charged to other residents of Adams County for the same or similar services.

K. The County will employ qualified personnel as necessary to perform the services to be provided hereunder.

L. No animal impounded at RAS shall be sold or given away to any person, organization, company, or other entity for the purposes of medical research or experimentation.

M. RAS personnel will regularly assist in completing the routine impoundment functions including: getting impound numbers from the computer; vaccinating animals; placing identification collars on animals; taking pictures of animals; placing animals in kennels; and completing associated impoundment documentation (i.e. scanning animals and entering the scanned number on the impound cards, entering the animal's age, weight, and rabies tag number on the impound cards, etc.).

SECTION III. RESPONSIBILITIES OF LOCHBUIE

A. Lochbuie hereby expressly authorizes RAS to enforce Article VI of Chapter 7 of the Town of Lochbuie Municipal Code, as it pertains to animal licensing and control. It is, however, understood that the County will provide such services only as they pertain to dogs, cats, small farm animals, or other small domestic animals and fowl.

B. Lochbuie agrees to notify the RAS, at least 48 hours prior to the effective date thereof, of any changes or amendments to Article VI of Chapter 7 of the Town of Lochbuie Municipal Code.

C. Lochbuie police or animal control officers shall cooperate with and provide assistance to RAS concerning routine impoundment functions including: getting impound numbers from the computer; vaccinating animals; placing identification collars on animals; taking pictures of animal s; placing animals in kennels; and completing associated impoundment documentation (i.e. scanning animals and entering the scanned number on the impound cards, entering the animal's age, weight, and rabies tag number on the impound cards, etc.).

D. As RAS does not have always have a veterinarian onsite or available, all sick and injured animals that Lochbuie police or animal control officers pick up must be taken to a veterinarian before impounding it into the shelter. A veterinarian report must be attached to the impound card. Sick animals are defined as animals that may be highly contagious to the rest of the animals and are showing signs such as diarrhea, bloody stools, lethargy, etc. Injured animals are defined as animals with signs of injuries including any limping as there may be a fracture, draining/infected skin wounds, appearance of mange (hair loss, especially around the head, and crusting skin), deep gashes that may need sutures, any animal that has been hit by a car, and any animal that otherwise appears to be in pain by vocalizing, whining or tensing. It is acceptable for Lochbuie police or animal control officers to contact the shelter prior to taking a sick or injured animal to an outside veterinarian or clinic. If the shelter veterinarian is available to consult with the animal control officer, he/she may approve for the animal control officer to bring the sick or injured animal directly to the shelter.

SECTION IV. PAYMENTS, FEES, AND ADDITIONAL EXPENSES

A. Fee Schedule and Fee Assessment

1. Commencing January 1, 2023, for all animals found in Lochbuie and brought to the RAS by either Lochbuie officials or private citizens, Lochbuie shall pay the County according to the current fee structure for that calendar year. A copy of the current fee structure for 2023 is attached hereto and incorporated herein as Exhibit B.
2. Two Year Assessment. The County will reassess Lochbuie's flat-rate fee every two years, on the even years, based on the average of two full years of Lochbuie's usage data and the shelter's daily cost of care average for the prior two-year period. The fee schedule will be adjusted every two years based on this assessment.
3. Notice of Fee Schedule. The fee schedule for each following year that this agreement is renewed will be provided to Lochbuie along with Lochbuie's usage summary by no later than September 1st of the year preceding the fee adjustment. The fee structure for each calendar year shall be fully incorporated into this IGA and shall supersede and replace the current Exhibit B.

B. The County will invoice Lochbuie according to the current fee structure for that calendar year on the date specified in Exhibit B. Payment shall be made in full by Lochbuie to the County within thirty (30) days of the invoice date.

C. The County shall retain all impoundment, boarding, adoption, service and/or other fees collected in association with this IGA. The County shall also retain all gifts or contributions received in association with any services provided in association with this IGA.

D. In the rare event that an animal is delivered from Lochbuie as a court hold, police hold or protective custody case, and said animal is deemed by staff to be too dangerous or in need for specialized care, RAS shall notify Lochbuie if the animal will be transferred to a separate entity. The separate entity will be a state-licensed animal care provider. Lochbuie will be responsible for all costs associated with the transfer and care of the animal by the separate entity.

E. Lochbuie agrees to submit cost of care documents prepared by RAS to the court for restitution in cases where RAS has provided care and services for animals from Lochbuie on court hold where the animal(s)' owner, or former owner, has potential responsibility for making restitution for such animal sheltering and care fees.

SECTION V. TERM

The initial term of this IGA shall be for a period of 12 (twelve) months, commencing on January 1, 2023, and terminating on December 31, 2023, and will automatically renew for successive one-year terms beginning January 1, 2024 according to the terms and conditions herein subject to the termination provisions set forth in Section XI of this IGA.

SECTION VI. FUND AVAILABILITY CONTINGENCY

Lochbuie has appropriated sufficient funds for this IGA for the current fiscal year. Payment

pursuant to the IGA, is subject to and contingent upon the continuing availability of Lochbuie funds for the purposes hereof. In the event funds become unavailable, Lochbuie may terminate this IGA in accordance with Section XI of this IGA as and if allowed under the Taxpayers Bill of Rights, Section 20 of Article X, Colorado Constitution.

SECTION VII. INDEPENDENT CONTRACTOR

In providing services under this IGA, the County acts as an independent contractor. As such, the County shall be solely and entirely responsible for its acts, and the acts of its employees, agents, servants, and contractors during the term and performance of this IGA. No employee, agent, servant, or contractor of the County shall be deemed to be an employee, agent, or servant of Lochbuie because of the performance of any services or work under this IGA. The County, at its expense, shall procure and maintain workers' compensation insurance and unemployment compensation insurance as required under Colorado law. Pursuant to the Workers' Compensation Act, § 8-40-202(2)(b)(IV), C.R.S. as amended, the County understands that it and its employees and servants are not entitled to workers' compensation benefits from Lochbuie. The County further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this IGA.

SECTION VIII. NONDISCRIMINATION

The County shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The County agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause.

SECTION IX. INDEMNIFICATION

To the extent permitted by law, each Party agrees to indemnify and hold harmless the other, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property caused or sustained by any person(s) as a result of the its own performance or failure to perform pursuant to the terms of this IGA. Nothing herein shall be deemed by either party as a waiver of the rights, protections, defenses and limitations afforded both in accordance with the Colorado Governmental Immunity Act C.R.S. § 24-1 0-101, *et seq.*, as same may be amended from time to time.

SECTION X. INSURANCE

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

SECTION XI. TERMINATION

A. For Cause

If, through any cause, the County fails to fulfill its obligations under this IGA in a timely and proper manner, or if it violates any of the covenants, conditions, or stipulations of this IGA, Lochbuie shall thereupon have the right to immediately terminate this IGA, upon giving written notice to the County of such termination and specifying the effective date thereof.

B. For Convenience

Either party may terminate the IGA at any time by giving written notice as specified herein to the other party, which notice shall be given at least sixty (60) days prior to the effective date of the termination. If the IGA is terminated by Lochbuie the County will be paid in full for any services provided hereunder prior and up to the date of termination.

SECTION XII. MUTUAL UNDERSTANDINGS

A. Jurisdiction and Venue

The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this IGA. The parties agree that jurisdiction and venue for any disputes arising under this IGA shall be with the 17th Judicial District, Colorado.

B. Compliance with Laws

During the performance of this IGA, the parties agree to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The Parties hereto acknowledge that they are familiar with § 18-8-301, *et seq.*, C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, *et seq.*, C.R.S. (Abuse of Public Office), as amended, and that no violations of such provisions are present.

C. Record Retention

The parties shall maintain records and documentation of the services provided under this IGA, including fiscal records, and shall retain the records for a period of three (3) years from the date this IGA is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized federal, state, County, or Lochbuie personnel.

D. Assignability

Neither this IGA, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by either party without the prior written consent of the other party.

E. Waiver

Waiver of strict performance or the breach of any provision of this IGA shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.

F. Force Majeure

Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.

G. Notice

Any notices given under this IGA are deemed to have been received and to be effective: (1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that a facsimile or electronic mail transmission was received. For the purposes of this agreement, any and all notices shall be addressed to the contacts listed below:

For the County:

Riverdale Animal Shelter
12155 Park Blvd., Brighton, Colorado 80601
Attn.: Stephanie Wilde
Phone No.: (720) 523- -7907
Facsimile No.: (303) 253-7988
swilde@adcogov.org

and

Adams County Attorney's Office
4430 S. Adams County Parkway, Suite C5000B Brighton, Colorado 80601
Attn: Christine Fitch and Heidi Miller
Phone No.: (720) 523-61 16
Facsimile No.: (720) 523-6114
cfitch@adcogov.org
hmiller@adcogov.org

For Lochbuie:

Chief Tracey McCoy
Lochbuie Police Department 703 WCR 37, Lochbuie, CO 80603
Phone No.: (303) 659-1395
tmccoy@lochbuie.org

Maureen Juran,
Town Attorney
Widner Juran LLP, 13133 E. Arapahoe Road, Centennial, CO 80112
Phone No.: (303) 754-3399
mjuran@lawwj.com

H. Integration of Understanding

This IGA contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties.

I. Paragraph Headings

Paragraph headings are inserted for the convenience of reference only.

J. Counterparts

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

K. Parties Interested Herein

Nothing expressed or implied in this IGA is intended or shall be construed to confer upon or to give to, any person other than the parties, any right, remedy, or claim under or by reason of this IGA or any covenant, terms, conditions, or provisions hereof. All covenants, terms, conditions, and provisions in this IGA, by and on behalf of the County and Lochbuie, shall be for the sole and exclusive benefit of the County and Lochbuie.

L. Severability

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

M. Authorization

Each party represents and warrants that it has the power and ability to enter into this IGA, to grant the rights granted herein, and to perform the duties and obligations herein described.

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

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Chair

Date

ATTEST:
JOSH ZYGIELBAUM
CLERK AND RECORDER

Approved as to form:

Deputy Clerk

Adams County Attorney's Office

BOARD OF TRUSTEES
TOWN OF LOCHBUIE, COLORADO



Mayor

11/1/22

Date

ATTEST: TOWN CLERK

Approved as to form:





Lochbuie Town Attorney

EXHIBIT A

ARTICLE VI - Animals

• **Sec. 7-6-10. - Dog license and current inoculations required.**

(a) The owner, possessor or keeper of any dog within this Town shall purchase an annual license for such dog from the Town Clerk on or before March 1 of each year or on or before the expiration date of such license or within thirty (30) days after the dog reaches the age of three (3) months. Dogs purchased, obtained or otherwise acquired, or located in Town subsequent to the first day of March in any calendar year shall be licensed within thirty (30) days after such acquisition or location.

(b) The owner, possessor or keeper of any dog within this Town shall have such dog at all times effectively inoculated with a vaccine approved by the State Department of Public Health and Environment for use in the prevention of rabies, so that such inoculation shall provide immunity from such disease.

(c) The owner, possessor or keeper of any dog within this Town shall, upon request, provide proof of inoculation required by this Section to the Town's animal control provider or law enforcement or to the Town Clerk's office at the time of license application.

(Ord. 333 §1, 2000; Ord. 610, §1, 2013)

• **Sec. 7-6-20. - Definitions.**

As used in this Article, the following definitions shall apply:

Cat shall mean a cat over six (6) months of age.

Dog shall mean a dog over six (6) months of age.

Keeper means a person who has custodial or supervisory authority or control over an animal.

Owner. Where ownership of an animal is shared, all owners shall be jointly and severally liable. The owners may be liable even if the animal was in possession of a keeper at the time of the offense.

(Ord. 516 §1, 2007; Ord. 527 §§1, 2, 2008)

• **Sec. 7-6-30. - License application.**

Each application for dog license shall be made to the Town Clerk upon a form provided for that purpose, and it shall be accompanied by a certificate from a duly licensed

6.R

veterinarian showing that the dog is inoculated as required by Subsection [7-6-10\(b\)](#) of this Code.

(Ord. 333 §1, 2000; Ord. 610, §2, 2013)

- **Sec. 7-6-40. - License tags.**

Upon application for a dog license, the furnishing of the required certificate of inoculation and the payment of the required fee, the Town Clerk shall issue a dog license which shall be numbered, together with a metal tag bearing the same number as the license, which tag shall be securely attached to the collar to be worn at all times by the dog so licensed.

(Ord. 333 §1, 2000)

- **Sec. 7-6-50. - Lost or destroyed tags.**

If a dog tag is lost or destroyed, the license holder may obtain a duplicate tag from the Town Clerk upon paying a fee to be established by the Town Clerk.

(Ord. 333 §1, 2000)

- **Sec. 7-6-60. - Dog pound.**

The Board of Trustees shall have the right to establish a dog pound for the Town to be operated by Town personnel, or to contract with a public or private person or organization for the operation of a dog pound for and on behalf of the Town.

(Ord. 333 §1, 2000)

- **Sec. 7-6-70. - Impounded dogs.**

It is lawful for any authorized dog catcher and all police officers to impound any dog which is not wearing a dog tag as herein provided and any dog which they reasonably feel to be in violation of any of the provisions of this Article, whether such dog is wearing a dog tag or not. It is lawful for the dog catcher or any police officer to go upon private property for the purpose of catching any dog to be impounded.

(Ord. 333 §1, 2000)

- **Sec. 7-6-80. - Court proceedings.**

If a dog is impounded, it shall be the duty of the dog catcher or any police officer to immediately institute proceedings in the Municipal Court on behalf of the Town against the owner, possessor or keeper, charging a violation of the appropriate Section of this Code. Nothing herein contained shall be construed as preventing the dog catcher, any

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police officer or any citizen from instituting a proceeding in the Municipal Court for violation of this Article where there is no impoundment.

(Ord. 333 §1, 2000)

- **Sec. 7-6-90. - Notice of impoundment.**

As soon as practicable after the date of impoundment, notice of such impoundment shall be personally served upon the owner, possessor or keeper of such dog if the address of such person is known. If the owner, possessor or keeper of such dog is not known, or if his or her address cannot be determined, the dog catcher shall cause to be posted at the Town Hall for three (3) consecutive days a notice of impoundment, which notice shall describe the dog, set forth the date of impoundment and set forth the location from which the dog was taken up.

(Ord. 333 §1, 2000; Ord. 468 §3, 2005)

- **Sec. 7-6-100. - Disposition of impounded dogs.**

If an impounded dog has not been claimed within three (3) days from first notice of impoundment, the dog may be disposed of in any humane manner prescribed by the dog catcher or by persons so authorized to do so by the Board of Trustees.

(Ord. 333 §1, 2000; Ord. 468 §4, 2005)

- **Sec. 7-6-110. - Redemption from pound.**

Any owner, possessor or keeper of a dog desiring to redeem such dog from the pound shall pay the Town such sums as has been or will be charged the Town by the impoundment facility for impoundment, room and board and other services, and further shall pay the Town all license or rabies inoculation fees provided for in this Article.

(Ord. 333 §1, 2000)

- **Sec. 7-6-120. - Interference.**

It is unlawful for any person to interfere with, molest, hinder or prevent the dog catcher or his or her assistants from discharging their duties under this Code.

(Ord. 333 §1, 2000)

- **Sec. 7-6-130. - Dog running at large.**

No owner or keeper of any dog shall permit such dog to run at large anywhere out of doors in the Town. This regulation shall apply to all public places and to all private property. No owner or keeper of any dog shall permit such dog to be out of doors in any place unless the dog is on a leash held by a person able to control the dog. Leaving an unattended dog fastened to a leash, chain or trolley shall not be deemed to comply with the requirements of this Section. A dog may be left unattended out of doors in a yard with a fence adequate to prevent the dog from leaving the yard.

(Ord. 333 §1, 2000)

- **Sec. 7-6-140. - Strict liability.**

For the purpose of prosecution for violation of this Article, it shall not be necessary in order to obtain a conviction to prove notice or knowledge on the part of the owner, possessor or keeper of the dog in question that such dog was violating any of the provisions of this Article at the time and place charged, it being the purpose and intent of this Article to impose strict liability upon the owner, possessor or keeper of any dog for the actions, conduct or condition of such dog.

(Ord. 333 §1, 2000)

- **Sec. 7-6-150. - Rabies inoculations for cats.**

No person shall own or keep a domesticated cat over three (3) months of age unless such cat is currently inoculated against rabies.

(Ord. 333 §1, 2000)

- **Sec. 7-6-160. - Prohibited animals.**

(a) No person shall own, possess, harbor, and sell or in any other manner traffic in the following species of animals:

- (1) All poisonous snakes and poisonous reptiles and all nonpoisonous snakes with a length greater than six (6) feet;
- (2) Gorillas, chimpanzees, orangutans, baboons and any other primates;
- (3) Any species of feline not falling within the categories of ordinary domesticated house cats;
- (4) Bears of any species;
- (5) Raccoons, porcupines, skunks or badgers;
- (6) Foxes, wolves, coyotes or other species of canines other than dogs.

(7) Any fowl other than backyard chickens, including ducks, quail, geese, turkeys, or pigeons, other than as allowed by Chapter 19 of this Code in an Agricultural or Rural Residential zoning district.

(8) Any rooster other than as allowed by Chapter 19 of this Code in an Agricultural or Rural Residential zoning district.

(9) for all zone districts other than Agricultural or Rural Residential which are governed by Chapter 19 of this Code, any backyard chicken hens unless such backyard chicken hens are owned, possessed or kept in conformity with the regulations of this Subsection (9).

(A) No more than six (6) chicken hens are permitted per parcel.

(B) Backyard chicken hens are allowed only in the rear or backyard of any lot in a residential zoning district or the rear or backyard of a residential use in all other zoning districts.

(C) Backyard chicken hens may not free range and are restricted to the coop and run.

(D) All backyard chicken hens are kept at all times (other than when in a run) in a hen coop and run that meets the following requirements:

(i) Is predator-proof with a solid top (for coop) and fully caged top (for run) and is reinforced on the bottom to prevent predator animals from digging under the coop or run.

(ii) Has fresh, accessible, non-frozen water supply for the chicken hens at all times.

(iii) Is limited to a maximum of one hundred twenty (120) square feet (includes coop space and chicken run).

(iv) Provides at least four (4) square feet of space per chicken for the coop and run.

(v) Is no taller than seven (7) feet at the highest point of the roof.

(vi) Is not located between the rear of the structure and the front yard lot line.

(vii) Complies with the accessory structure setback requirements, described in Article II of [Chapter 16](#) of this Code, for the zone district in which the coop is located.

(viii) Is regularly cleaned to control dust, odor, and waste and must not constitute a nuisance, safety hazard, or health problem to surrounding properties.

(E) No slaughtering of any chicken hens is allowed.

(F) Chicken feed must be stored at all times in a resealable, airtight, metal, rat-proof container to discourage attracting mice, rats, and other vermin.

(b) Exceptions: The provisions of this Section shall not apply to any bona fide zoo, circus or carnival licensed by the Town or any bona fide research institute using wild, exotic or dangerous animals for scientific research.

(c) At large: It shall be the duty of the Animal Control or Health Officer to apprehend, or cause such animal to be removed from the Town, any wild animal prohibited by this Section that may be impounded and released in wild areas outside of the Town which are representative of the animal's natural habitat, or humanely destroyed as the Animal Control or Health Officer in his or her discretion shall determine, subject to applicable state and federal law. The Animal Control or Health Officer may use any tranquilizer gun or other firearm to subdue or destroy any wild or dangerous animal that is determined by the Animal Control or Health Officer in his or her discretion to be of danger to either itself or to the public.

• **Sec. 7-6-170. - Cruelty to animals prohibited.**

(a) No person shall:

(1) Overdrive, overload, drive when overloaded or overwork any animals;

(2) Cruelly beat, cruelly mutilate or torture any animal;

(3) Needlessly shoot at, wound, capture or in any other manner needlessly molest, injure or kill any animal; or

(4) Carry, transport or keep in a cruel manner any animal.

(b) It is a specific defense to a charge of violating Subsection (c) below that the action was necessary to avoid injury to a person or that the animal was not a domesticated animal and the action was necessary to avoid injury to a person or property.

(c) No person owning or keeping an animal shall keep it under conditions where its enclosure is overcrowded, unclean or unhealthy.

(d) A person commits cruelty to animals if, having the charge and custody of any animal, such person fails to provide it with proper food, drink or protection from the weather, or abandons the animal.

(e) In addition to any other remedies, any peace officer or animal control officer may enter upon any private property on which is being harbored or kept any animal that is suspected by such officer to be subject or to have been subject to abuse or cruelty as defined in this Section, and may take such measures as deemed necessary by the officer to alleviate such abuse. The officer shall not so enter the property until after a notice has been posted on the property to be entered for a period of at least forty-eight (48) hours prior to the entry. The notice shall identify the address of the property, shall state the officer's intent to enter the property to alleviate the suspected abuse of an animal and shall state the date and approximate time on which such entry is intended to be made. The owner of the animal shall be responsible for the payment of any charges incurred by the Town in alleviating such suspected abuse.

(Ord. 333 §1, 2000)

• **Sec. 7-6-180. - Barking dogs.**

(a) It is unlawful for any owner or keeper of a dog to fail to prevent such dog from disturbing the peace of any other person by loud, persistent and habitual barking, howling, yelping or making any other loud, persistent and habitual noise, whether the dog is on or off the owner's or keeper's premises.

(b) Provocation by the complainant of the dog whose noise is complained of is a defense to such complaint being brought hereunder.

(c) The Town Code Enforcement Officer and any Town police officer who personally observes a violation of this Section may serve as the complaining party in the prosecution of said violation.

(d) The Town Code Enforcement Officer and any Town police officer may enter private property on which a violation of this Section is occurring for purposes of capturing and impounding a barking dog when:

(1) The Town has received at least one (1) complaint from a private citizen concerning the current violation; and

a. The investigating officer is unable to locate and contact the owner or keeper of the dog after reasonably diligent efforts to do so; or

b. The owner or keeper of the dog fails to prevent the continuing violation of this Section within two (2) hours after being directed to do so by the Town Code Enforcement Officer or any Town police officer.

(2) The Town shall provide notice of any dog impounded pursuant to this Subsection in accordance with [Section 7-6-90](#) of this Code.

(e) Notwithstanding any provision of this Code to the contrary, when a violation of this Section is a continuing offense, each hour that a violation of this Section occurs may be considered a separate and distinct offense.

(Ord. 333 §1, 2000; Ord. 454A §2, 2004)

• **Sec. 7-6-190. - Vicious animals.**

(a) It is unlawful for any person to harbor or keep a vicious animal within the Town. Any vicious animal shall be deemed a public nuisance, and may be seized by any police officer or animal control officer of the Town, and upon appropriate complaint and order of the Municipal Court or any other court of competent jurisdiction, may be humanely destroyed or otherwise disposed of, as the Court may determine in the abatement of the nuisance and protection of the public safety. It shall be an affirmative defense to prosecution under this Section that a dog is under the control of a law enforcement agency or the dog is a trained guard dog kept for the protection of property, and restrained by cage, fence or other adequate means from contact with the general public or with persons who enter the premises with the actual or implied permission of the owner or occupant, provided that the premises are posted in a manner sufficient to give reasonable notice to the public and visitors of the presence of the guard dog. Nothing in this Section shall be construed to prevent the immediate killing of a vicious animal if, under the circumstances, such action is required to protect the public safety.

(b) *Vicious animal* is defined as an animal that bites or attacks a human or another animal, or approaches a human in an apparent attitude of attack, whether or not an attack actually occurs. Any animal that attacks, injures or kills a chicken hen not on the chicken keeper's property shall not be deemed a "vicious animal" nor shall the owner of such animal be charged with harboring a vicious animal pursuant to this [Section 7-6-190](#). It is the sole responsibility of chicken keepers to ensure their chickens do not leave their property.

(c) Notwithstanding any other penalty provision of this Code, any person convicted of violating this Section shall be subject to the following minimum penalties:

(1) One hundred fifty dollars (\$150.00) for a first conviction.

(2) Three hundred dollars (\$300.00) for the second conviction of the same person or the second conviction finding the same animal to be vicious;

(3) Five hundred dollars (\$500.00) for the third conviction of the same person; and

(4) Five hundred dollars (\$500.00) and a mandatory hearing on the destruction of any animal that is found to be vicious under three (3) separate convictions.

(Ord. 333 §1, 2000; Ord. 468 §6, 2005; Ord. 623 §2, 2017)

• **Sec. 7-6-200. - Hearing on destruction of vicious animal.**

(a) Upon the filing of a motion for destruction of a vicious animal, the Municipal Court shall set a hearing as soon as practical. The Court or Town Prosecutor shall promptly

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serve the owner, if known or reasonably discoverable, with written notice of the hearing and a copy of the motion at least five (5) days before the hearing. Service shall be pursuant to C.M.C.R. 204(e), 249(b) and C.R.C.P. 5(b).

(b) The hearing shall be for the purpose of deciding if the animal is a public nuisance. The Town shall bear the burden of proof at the hearing, by a preponderance of the evidence. If the owner, without good cause, fails to appear at the hearing, at arraignment or at trial, the dog shall be deemed abandoned and, upon proper proof of the public nuisance, may be destroyed or otherwise disposed of consistent with this Section.

(c) A continuance of the hearing on the motion for destruction, or a stay of the destruction order, may be granted only if the owner posts a bond sufficient to cover the total costs of the impoundment and destruction.

(Ord. 333 §1, 2000)

- **Sec. 7-6-210. - Rabies inoculations for dogs.**

No person shall own or keep a domesticated dog over three (3) months of age unless such dog has current inoculation against rabies.

(Ord. 468 §7, 2005)

- **Sec. 7-6-220. - Livestock running at large.**

It is unlawful for any owner or keeper of any horse, cow or other livestock to fail to keep any such horse, cow or livestock securely fenced, stabled or contained and under such reasonable control as to prevent such horse, cow or livestock from going onto any public property or onto any private property, the owner or tenant of which has not given permission for such entry.

(Ord. 468 §8, 2005)

- **Sec. 7-6-230. - Impoundment of livestock and disposition.**

(a) In addition to any other penalty or remedy provided for a violation of this Chapter, any Town Community Service Office or other member of the Police Department is hereby authorized to remove and impound any horse, cow or other livestock found running at large in violation of [Section 7-6-220](#) above, and shall impound and keep such animal in a suitable place for disposition as herein provided, and he or she shall, as soon as practical, contact the State Brand Inspector's office to determine the ownership of the impounded animal.

(b) Before any animal impounded under this Section is released, the owner or other person having lawful custody and claiming such animal shall pay the following fees:

- (1) Impound fee of twenty-five dollars (\$25.00) per animal.

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- (2) Boarding fee equal to the actual cost to board the animal.
- (3) The actual costs of publication of notice of sale.
- (4) The actual costs for necessary veterinary care.

(c) After any animal impounded pursuant to this Section has been boarded for a period of five (5) consecutive days, the Town may advertise the animal for sale by publishing notice in a newspaper of general circulation containing a description of the animal, the date, time and place of sale, and notice that the animal shall be sold to the highest bidder. If there is no bidder at such sale, the Town may sell the animal at private sale. From the proceeds of any sale, the Town shall withhold costs incurred in impounding, boarding and caring for the animal and in publishing and conducting the sale. Any excess proceeds shall be returned to the owner of the animal. If the owner cannot be located or does not claim the excess funds within thirty (30) days after the sale by presenting satisfactory evidence of ownership, the excess shall be considered abandoned, become property of the Town and be deposited in the General Fund of the Town.

(Ord. 468 §9, 2005)

• **Sec. 7-6-240. - Beekeeping restrictions.**

(a) Definitions. The following words, terms and phrases, when used in this Section, shall have meanings ascribed to them in this Section:

Apiary shall mean a place where bee colonies are kept.

Bee shall mean any stage of the common domestic honey bee, *Apis mellifera* species.

Colony shall mean a hive and its equipment and appurtenances, including bees, comb, honey, pollen, and brood.

Hive shall mean a structure intended for the housing of a bee colony.

Tract shall mean a contiguous parcel of land under common ownership.

(b) Prohibitions and violations. The keeping by any person of bee colonies in the Town not in strict compliance with this Section is prohibited. It is unlawful and declared to be a nuisance for any person to keep or permit to be kept upon any property he or she owns or occupies any apiary, hive or bee colony except within the rural residential (RR) zone of the Town and in conformity with this Section. Any bee colony not residing in a hive structure intended for beekeeping, or any swarm of bees, or any colony residing in a standard or homemade hive which, by virtue of its condition, has obviously been abandoned by the beekeeper, is unlawful and may be summarily destroyed or removed from the Town.

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(c) Hives. All bee colonies shall be kept in inspectable type hives with removable combs, which shall be kept in sound and usable condition.

(d) Setback. All hives shall be located at least five (5) feet from any adjoining property with the back of the hive facing the nearest adjoining property.

(e) Fencing of flyways. In each instance in which any colony is situated within twenty-five (25) feet of a developed public or private property line of the tract upon which the apiary is situated, as measured from the nearest point on the hive to the property line, the beekeeper shall establish and maintain a flyway barrier at least six (6) feet in height consisting of a solid wall or fence parallel to the property line and extending ten (10) feet beyond the colony in each direction so that all bees are forced to fly at an elevation of at least six (6) feet above ground level over the property lines in the vicinity of the apiary.

(f) Water. Each beekeeper shall ensure that a convenient source of water is available at all times to the bees so that the bees will not congregate at swimming pools, bibcocks, pet water bowls, birdbaths or other water sources where they may cause human, bird or domestic pet contact. The water shall be maintained so as not to become stagnant.

(g) Maintenance. Each beekeeper shall ensure that no bee comb or other materials that might encourage robbing are left upon the grounds of the apiary site. Upon their removal from the hive, all such materials shall promptly be disposed of in a sealed container or placed within a building or other bee-proof enclosure.

(h) Queens. In any instance in which a colony exhibits unusually aggressive characteristics by stinging or attempting to sting without due provocation or exhibits an unusual disposition towards swarming, it shall be the duty of the beekeeper to re-queen the colony. Queens shall be selected from stock bred for gentleness and nonswarming characteristics.

(i) Colony densities.

(1) It shall be unlawful to keep more than eight (8) colonies on any tract within the Town.

(2) For each two (2) colonies authorized under colony densities, subsection (i)(1) above, there may be maintained upon the same tract one nucleus colony in a hive structure not exceeding one (1) standard nine and five-eighths ($9\frac{5}{8}$) inch-depth 10-frame hive body with no supers attached as required from time to time for management of swarms. Each such nucleus colony shall be disposed of or combined with an authorized colony within thirty (30) days after the date it is acquired.

(Ord. [635](#) §1, 2017)

Editor's note— Ord. [635](#), §1, adopted May 15, 2017, repealed the former §7-6-240, and enacted a new §7-6-240 as set out herein. The former §7-6-240 pertained to bee-keeping prohibited and derived from Ord. 468 §10, 2005.

- **Sec. 7-6-250. - Animal excrement.**

(a) When any animal deposits excrement upon any property not belonging to its owner or keeper, including the private properties of others, public streets, parks, sidewalks and alleyways, or the common areas of condominiums, townhouses or apartments, it shall be unlawful for the owner or keeper of such animal to fail to remove and dispose of such excrement promptly and in a sanitary manner. Excrement shall not be deposited in storm sewers or street gutters.

(b) The accumulation of animal excrement compromises public health and constitutes a threat to the public safety and welfare. It is unlawful and declared to be a nuisance for the owner or keeper of any animal to allow animal excrement to accumulate upon his or her property so as to be a health hazard.

(Ord. 479 §1, 2005)

- **Sec. 7-6-260. - Rodents; nuisance defined.**

(a) The following rodents are declared to be detrimental and injurious to the public health, safety and welfare of the inhabitants and property, both public and private, of the Town and they are determined and declared a public nuisance: prairie dogs.

(b) Nothing contained in Subsection (a) above shall be construed or intended to include within the definition of a public nuisance any animal designated by a state or federal agency as an endangered animal under state or federal law.

(c) Nothing contained in Subsection (a) above shall be construed or intended to authorize the destruction or removal of an animal declared a public nuisance in violation of any state or federal law, rule or regulation related to any threatened or endangered animal.

(Ord. 508 §2, 2006)

- **Sec. 7-6-270. - Control of infestation - defined; abatement.**

(a) No owner of any lot, block or parcel within the Town, nor any tenant or agent in charge thereof, shall allow or permit said lot, block or parcel to become or remain infested with prairie dogs or prairie dog nests or burrows; provided, however, that where such nests or burrows are necessary for the maintenance of wildlife listed as threatened or endangered by any state or federal law, rule or regulation, such nests or burrows may be maintained in accordance with such state or federal law, rule or regulation. In addition to being unlawful, any infestation in violation of this Section shall constitute a public nuisance.

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(b) For the purpose of this Section, *infestation* shall mean the presence of more than one (1) prairie dog burrow or nest per nine hundred (900) square feet of ground.

(c) The Town may pursue any of the cumulative nuisance enforcement alternatives set forth in Article II of this [Chapter 7](#) for any prairie dog nuisance.

(Ord. 508 §2, 2006)

- **Sec. 7-6-280. - Combined limit on dogs and cats.**

No more than three (3) total dogs or cats, or any combination thereof, that are over six (6) months of age, shall be permitted per each dwelling unit or per commercial or industrial property if no dwelling units are present. Any and all owners or keepers of such dogs and cats shall be jointly and severally liable for violation of this Section.

Exhibit B: Annual Flat Rate Fee Schedule
 Between Riverdale Animal Shelter and the Town of Lochbuie

January 1, 2023 - December 31, 2023:

The Annual Flat Rate Fee for Shelter Services for the Town of Lochbuie in 2023 will be **\$3,009.00**. This annual flat rate fee will be payable in four (4) payments. Invoices will be issued as follows and payable within thirty days of the invoice date.

January 1, 2023	\$752.25
April 1, 2023	\$752.25
July 1, 2023	\$752.25
October 1, 2023	\$752.25

January 1, 2024 - December 31, 2024:

The Annual Flat Rate Fee for Shelter Services for the Town of Lochbuie in 2024 will be **\$3,009.00**. This annual flat rate fee will be payable in four (4) payments. Invoices will be issued as follows and payable within thirty days of the invoice date.

January 1, 2024	\$752.25
April 1, 2024	\$752.25
July 1, 2024	\$752.25
October 1, 2024	\$752.25



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: November 29, 2022
SUBJECT/TITLE: Resolution Amending the Adams County Open Space Policies and Procedures
FROM: Byron Fanning
AGENCY/DEPARTMENT: Parks, Open Space & Cultural Arts
HEARD AT STUDY SESSION ON: November 15, 2022
RECOMMENDED ACTION: That the Board of County Commissioners approves the amendments to the Adams County Open Space policies and procedures.

BACKGROUND:

BACKGROUND: In 2021, the OSAB recommended that the BOCC approve a change to the maximum funding amount for mini grants from \$5,000 to \$25,000 which was approved on November 23, 2021. In practice, many jurisdictions have taken advantage of this change in funding amount and submitted request for the full \$25,000 for their mini grant requests. The OSAB is concerned that the mini grant funding amount may detract from funding being available for larger grant requests. They are requesting approval for two changes. • Cap total mini grant funding to 2% of all available funds for each cycle (for example, if \$12,000,000.00 is the funding available for the cycle, mini grant awards would be capped at \$240,000) • In order to achieve the 2% cap and provide a feasible funding recommendation, mini grants are to be subject to the same ranking process as full project applications. Updates to Policies and Procedures: • Page 13: Updating Resolution 2020-480 Applying to the Program – Application Types • Page 15: Updating Resolution 2020-480 Application Criteria and Scoring

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Parks, Open Space, & Cultural Arts

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

No

Additional Note:



BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION AMENDING THE ADAMS COUNTY OPEN SPACE POLICIES AND
PROCEDURES

Resolution 2022-

WHEREAS, on December 3, 2007, the Board of County Commissioners adopted the Adams County Open Space Policies and Procedures, which set forth the process and policies governing the administration of the Open Space Sales Tax program; and,

WHEREAS, on November 3, 2020, Adams County voters approved a permanent extension of the existing county wide sales tax of one-fourth of one percent (one-fourth penny per dollar) for the continued purpose of preserving open space and creating and maintaining parks and recreation facilities, in accordance with Resolution 2020-480; and,

WHEREAS, the Adams County Open Space Policies and Procedures require revisions which are attached hereto and incorporated herein by reference, to further the County's mission to preserve open space and conform with the current needs and wishes of the Open Space Advisory Board and the program.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Adams County Open Space Policies and Procedures and the Adams County Open Space Bylaws are hereby amended.

Amendment to the Adams County Open Space Policies and Procedures

Original, (Page 13, Applying to the Program, Application Types):

- The terms Passive and Active are only used for internal purposes.
- Mini Grant applications are for uses defined in either of the above sections but are geared towards smaller scale projects. A project is determined to be a Mini-Grant if the total amount of the grant request does not exceed \$25,000. Funding for mini grants is limited to \$50,000 per year. The Mini Grant is also limited to one application per applicant, per grant cycle.

Amended, (Page 13, Applying to the Program, Application Types):

- The terms Passive and Active are only used for internal purposes.
- Mini Grant applications are for uses defined in either of the above sections but are geared towards smaller scale projects. A project is determined to be a Mini-Grant if the total amount of the grant request does not exceed \$25,000. Funding for mini grants is limited to **a total of \$50,000 per year, per applicant.** The Mini Grant is also limited to one application per applicant, per grant cycle. **Mini grant funding is capped to 2% of the available grant funds per cycle. For example, if \$12,000,000.00 is the funding available for the cycle, mini grant awards would be capped at \$240,000.00. Mini grants are to be subject to the same ranking process as full project applications.**

Original, (Page 15, Application Criteria and Scoring):

The OSAB utilizes standard score sheets while reviewing projects. Examples of the most recent score sheets can be requested from Open Space staff at any time. Each OSAB member ranks the projects based on their impressions of the project. Each project receives a unique ranking from each OSAB member. For example, if there are ten projects in a particular cycle, the OSAB members assign a one (1) to their highest priority project and a ten (10) to their least priority project. The rankings for each project are then totaled and projects are organized from highest ranking (lowest number of points) to lowest ranking (highest number of points). The projects are then discussed by the OSAB in rank order and funding recommendations are made.

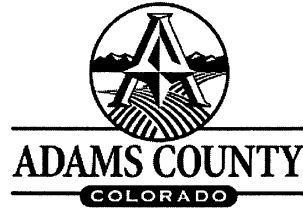
Note: Current scoring practice is described. This process may be changed as the OSAB changes and as projects change. Any changes to OSAB scoring of projects will be shared with applicants prior to the grant cycle in which the changes will be instituted.

Amended, (Page 15, Application Criteria and Scoring):

The OSAB utilizes standard score sheets while reviewing projects. Examples of the most recent score sheets can be requested from Open Space staff at any time. Each OSAB member ranks the projects based on their impressions of the project. Each project receives a unique ranking from each OSAB member. For example, if there are ten projects in a particular cycle, the OSAB members assign a one (1) to their highest priority project and a ten (10) to their least priority project. The rankings for each project are then totaled and projects are organized from highest ranking (lowest number of points) to lowest ranking (highest number of points). The projects are then discussed by the OSAB in rank order and funding recommendations are made. **Mini grant applications are scored separate from full applications using the same criteria.**

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Note: Current scoring practice is described. This process may be changed as the OSAB changes and as projects change. Any changes to OSAB scoring of projects will be shared with applicants prior to the grant cycle in which the changes will be instituted.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: 11/15/2022
SUBJECT: Resolution Authorizing Cancellation of Personal Property Taxes
FROM: Office of the Treasury
AGENCY/DEPARTMENT: Office of the Treasury <i>[Signature]</i> 11/15/2022
HEARD AT STUDY SESSION ON:
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: Consent

BACKGROUND: Statutory without ratification by Commissioners.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED: Office of the Treasury and Board of Commissioners.

ATTACHED DOCUMENTS: Personal Property Write-Off Accounts for 2010 – 2021 spreadsheet.

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:

ADAMS COUNTY, STATE OF COLORADO

RESOLUTION AUTHORIZING CANCELLATION OF PERSONAL PROPERTY TAXES PER C.R.S. §39-10-114(2)(a)

Resolution 2022-XXX

WHEREAS, Colorado Revised Statutes, Section 39-10-114(2)(a) provides that any taxes levied on personal property that are determined uncollectable after a period of one year after the date of their becoming delinquent may be cancelled by the Board of County Commissioners; and,

WHEREAS, Colorado Revised Statute, Section 39-10-101(2)(b) provides the taxes for any period, together with interest thereon, imposed by this section shall not be assessed, nor shall any lien be filed or distraint warrant issued or suit for collection be instituted or any other action to collect the same be commenced, more than six years after the date on which the tax was or is payable; and,

WHEREAS, the Treasurer has informed the Board of County Commissioner that she has determined the delinquent personal property taxes identified herein to be uncollectable; and,

WHEREAS, the personal property taxes identified below are for the tax years **2010 through 2021 and more than one year has passed from the date of their becoming delinquent; and,**

WHEREAS, the Treasurer has requested that the Board of County Commissioners cancel the listed delinquent personal property taxes; and,

WHEREAS, the properties in question, the account numbers and tax years associated therewith, and explanations for the uncollectable status are detailed on the attached spreadsheet, with the following totals:

PERSONAL PROPERTY		
	YEAR	Amount
See Attached Spreadsheet	2010	\$ 10,427.66
	2011	\$ 74,240.69
	2012	\$ 24,932.92
	2013	\$ 37,831.95
	2014	\$ 68,788.29
	2015	\$ 12,016.00
	2016	\$ 60,367.45
	2017	\$ 212,177.48
	2018	\$ 270,881.22
	2019	\$ 30,151.16
	2020	\$ 92,229.65
	2021	\$ 12,555.11
	TOTAL	\$ 1,133,808.72

6.T

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the cancellation of personal property taxes identified by the Treasurer on the attached spreadsheet be approved.

ADAMS COUNTY, STATE OF COLORADO

RESOLUTION AUTHORIZING CANCELLATION OF PERSONAL PROPERTY TAXES
PER C.R.S. §39-10-114(2)(a)

Resolution 2022-XXX

WHEREAS, Colorado Revised Statutes, Section 39-10-114(2)(a) provides that any taxes levied on personal property that are determined uncollectable after a period of one year after the date of their becoming delinquent may be cancelled by the Board of County Commissioners; and,

WHEREAS, Colorado Revised Statute, Section 39-10-101(2)(b) provides the taxes for any period, together with interest thereon, imposed by this section shall not be assessed, nor shall any lien be filed or distraint warrant issued or suit for collection be instituted or any other action to collect the same be commenced, more than six years after the date on which the tax was or is payable; and,

WHEREAS, the Treasurer has informed the Board of County Commissioner that she has determined the delinquent personal property taxes identified herein to be uncollectable; and, WHEREAS, the personal property taxes identified below are for the tax years **2010 through 2021 and more than one year has passed from the date of their becoming delinquent; and,**

WHEREAS, the Treasurer has requested that the Board of County Commissioners cancel the listed delinquent personal property taxes; and,

WHEREAS, the properties in question, the account numbers and tax years associated therewith, and explanations for the uncollectable status are detailed on the attached spreadsheet, with the following totals:

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	2019	\$ 30,151.16
	2020	\$ 92,229.65
	2021	\$ 12,555.11
	TOTAL	\$ 1,133,808.72

The enclosed "Personal Property Write-off" has been reviewed, approved and submitted by the Office Of The Treasury to the Board of Commissioners, on this 9th day of November, 2022.




Office of the Treasury
Adams County, Colorado



Lisa L. Culpepper, JD
Treasurer and Public Trustee

APPROVED

NOV 09 2022 

Adams County Treasurer
and Public Trustee

PERSONAL PROPERTY WRITE OFF



<u>Account #</u>	<u>Customer Name</u>	<u>Year</u>	<u>Total</u>	<u>Reason for Write Off</u>	<u>Statute</u>
2010 PERSONAL PROPERTY					
P0025090	Rocky Mountain Orthotics Lab	2010 \$	10,427.66	Beyond Statute for Collection	39-10-101(2)(b)
1-Account -2010 Tax Year Total		\$	10,427.66		
2011 PERSONAL PROPERTY					
P0028621	Valve Xchange	2011 \$	328.75	Beyond Statute for Collection	39-10-101(2)(b)
P0025321	Bionovo	2011 \$	49,142.68	Beyond Statute for Collection	39-10-101(2)(b)
P0026010	Firstier Bank #4	2011 \$	12,916.88	Beyond Statute for Collection	39-10-101(2)(b)
P0025090	Rocky Mountain Orthotics Lab	2011 \$	11,852.38	Beyond Statute for Collection	39-10-101(2)(b)
4 Accounts-2011 Tax Year Total		\$	74,240.69		
2012 PERSONAL PROPERTY					
P0017137	Urban Farmer	2012 \$	20,498.33	Beyond Statute for Collection	39-10-101(2)(b)
P0025090	Rocky Mountain Orthotics Lab	2012 \$	10.00	Beyond Statute for Collection	39-10-101(2)(b)
P0027167	Lawnsapes LLC	2012 \$	4,424.59	Beyond Statute for Collection	39-10-101(2)(b)
3 Accounts-2012 Tax Year Total		\$	24,932.92		
2013 PERSONAL PROPERTY					
P0017137	Urban Farmer	2013 \$	33,458.65	Beyond Statute for Collection	39-10-101(2)(b)
P0027167	Lawnsapes LLC	2013 \$	3,972.94	Beyond Statute for Collection	39-10-101(2)(b)
P0031097	Jewelfire Diamonds	2013 \$	400.36	Beyond Statute for Collection	39-10-101(2)(b)
3 Accounts-2013 Tax Year Total		\$	37,831.95		
2014 PERSONAL PROPERTY					
P0031259	Nutrinsic	2014 \$	38.51	Beyond Statute for Collection	39-10-101(2)(b)
P0027167	Lawnsapes LLC	2014 \$	3,147.93	Beyond Statute for Collection	39-10-101(2)(b)
P0026279	Cat Environmental Services LLC	2014 \$	1,441.55	Beyond Statute for Collection	39-10-101(2)(b)
P0027019	C D L College	2014 \$	1,121.64	Beyond Statute for Collection	39-10-101(2)(b)
P0005054	Prime Choice Foods Inc.	2014 \$	63,028.66	Beyond Statute for Collection	39-10-101(2)(b)
P0031097	Jewelfire Diamonds	2014 \$	10.00	Beyond Statute for Collection	39-10-101(2)(b)
6 Accounts-2014 Tax Year Total		\$	68,788.29		
2015 PERSONAL PROPERTY					
P0031259	Nutrinsic	2015 \$	3,838.25	Beyond Statute for Collection	39-10-101(2)(b)
P0033754	RBC	2015 \$	1,595.48	Beyond Statute for Collection	39-10-101(2)(b)
P0027167	Lawnsapes LLC	2015 \$	2,464.74	Beyond Statute for Collection	39-10-101(2)(b)
P0026279	Cat Environmental Services LLC	2015 \$	1,238.98	Beyond Statute for Collection	39-10-101(2)(b)
P0032896	Kidstown Drop in Child Care Center Inc.	2015 \$	1,861.30	Beyond Statute for Collection	39-10-101(2)(b)
P0027019	C D L College	2015 \$	1,017.25	Beyond Statute for Collection	39-10-101(2)(b)
6 Accounts-2015 Tax Year Total		\$	12,016.00		
2016 Personal Property					
P0031259	Nutrinsic	2016 \$	2,813.91	Beyond Statute for Collection	39-10-101(2)(b)

APPROVED

NOV 09 2022

Adams County Treasurer
and Public Trustee

PERSONAL PROPERTY WRITE OFF

P0025084	Gander Mountain	2016	\$	19,170.43	Beyond Statute for Collection	39-10-101(2)(b)
P0010064	Desert NDT	2016	\$	13,500.41	Beyond Statute for Collection	39-10-101(2)(b)
P0033754	RBC	2016	\$	7,677.09	Beyond Statute for Collection	39-10-101(2)(b)
P0027167	Lawnsapes LLC	2016	\$	1,837.06	Beyond Statute for Collection	39-10-101(2)(b)
P0032819	Mooyah	2016	\$	5,018.14	Beyond Statute for Collection	39-10-101(2)(b)
P0036272	Yi Asian Express	2016	\$	1,808.00	Beyond Statute for Collection	39-10-101(2)(b)
P0026279	Cat Environmental Services LLC	2016	\$	1,303.98	Beyond Statute for Collection	39-10-101(2)(b)
P0032896	Kidstown Drop in Child Care Center Inc.	2016	\$	1,515.73	Beyond Statute for Collection	39-10-101(2)(b)
P0027019	C D L College	2016	\$	912.54	Beyond Statute for Collection	39-10-101(2)(b)
P0031852	Intergrated Corrosion Engineering	2016	\$	1,512.14	Beyond Statute for Collection	39-10-101(2)(b)
P0032842	La Nueva America LLC	2016	\$	1,308.74	Beyond Statute for Collection	39-10-101(2)(b)
P0008851	La Chijiquita Mexican Bakery	2016	\$	1,177.15	Beyond Statute for Collection	39-10-101(2)(b)
P0033573	Choice Floors	2016	\$	812.13	Beyond Statute for Collection	39-10-101(2)(b)
			\$	60,367.45		

14 Accounts - 2016 Tax Year Total

2017 Personal Property

P0025084	Gander Mountain	2017	\$	15,767.91	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0029110	MBI/MR BULT S INC.	2017	\$	3,368.55	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0033754	RBC	2017	\$	6,429.25	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0034057	Regional Rail Partners	2017	\$	8,693.76	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0027167	Lawnsapes LLC	2017	\$	1,472.28	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0032819	Mooyah	2017	\$	3,989.55	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0028245	Amercian Bullnose Co.	2017	\$	3,211.30	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P00362672	Yi Asian Express	2017	\$	1,487.48	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0026279	Cat Environmental Services LLC	2017	\$	1,196.04	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0032896	Kidstown Drop in Child Care Center Inc.	2017	\$	1,226.74	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0027019	C D L College	2017	\$	815.18	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0031852	Intergrated Corrosion Engineering	2017	\$	1,228.13	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0004823	Saxx Custom Cutting	2017	\$	9.67	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0027507	Aspen Paper and Plastic	2017	\$	3,914.80	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0031882	Hi Tec Recycling	2017	\$	78,876.51	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0018231	Resource Environmental Group Service	2017	\$	371.87	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0008851	La Chijiquita Mexican Bakery	2017	\$	27.43	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0033573	Choice Floors	2017	\$	685.65	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0031882	Hi Tech Recycling	2017	\$	79,405.38	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
			\$	212,177.48		

15 Accounts - 2017 Tax Year Total

2018 Personal Property

P0035537	Nextherbal Labs LLC	2018	\$	1,145.28	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0035542	Alligant Scientific LLC	2018	\$	4,398.25	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0029110	MBI/MR BULT S INC.	2018	\$	10,370.19	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0030977	XYLITOL USA	2018	\$	11,753.73	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)

PERSONAL PROPERTY WRITE OFF

P0035458	Brixx Wood Fire Pizza	2018	\$	11,004.57	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0028408	Which Wich	2018	\$	2,225.82	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0036104	Gordo's	2018	\$	3,041.07	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0033750	Mcneilus	2018	\$	7,774.33	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0036062	Backstage Coffee	2018	\$	6,189.54	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0033754	RBC	2018	\$	5,543.64	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0034057	Regional Rail Partners	2018	\$	7,534.45	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0027019	C D L College	2018	\$	761.05	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0031852	Intergrated Corrosion Engineering	2018	\$	1,057.19	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0024003	American Exteriors LLC	2018	\$	4,285.89	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0035517	Papa Murphy	2018	\$	4,313.75	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0027167	Lawnsapes LLC	2018	\$	1,238.74	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0023897	Fitness 19 CO 113 LLC	2018	\$	4,706.91	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0032819	Mooyah	2018	\$	3,511.79	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0028245	Amercian Bullnose Co.	2018	\$	2,997.90	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P00362672	Yi Asian Express	2018	\$	1,369.65	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0026279	Cat Environmental Services LLC	2018	\$	1,105.81	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0032896	Kidstown Drop in Child Care Center Inc.	2018	\$	1,076.92	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0004823	Saxx Custom Cutting	2018	\$	119.20	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0027507	Aspen Paper and Plastic	2018	\$	3,638.40	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0036281	Flame Design	2018	\$	931.86	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0031882	Hi Tec Recycling	2018	\$	71,275.81	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0018231	Resource Environmental Group Service	2018	\$	16,235.45	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0036333	Juniper Pig	2018	\$	1,553.82	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0008851	La Chijiquita Mexican Bakery	2018	\$	895.38	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0036282	Loma Eye Care	2018	\$	3,866.12	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0033573	Choice Floors	2018	\$	575.46	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0031882	Hi Tech Recycling	2018	\$	71,795.63	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0036309	Self Defined Fitness	2018	\$	2,587.62	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
	33 Accounts-2018 Tax Year Total		\$	270,881.22		
2019 Personal Property						
P0027019	C D L College	2019	\$	672.11	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0035542	Alligant Scientific LLC	2019	\$	3,414.20	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0028408	Which Wich	2019	\$	3,063.96	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0036905	Bounce	2019	\$	623.16	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0036104	Gordo's	2019	\$	2,492.44	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0032903	Precision Biopsy	2019	\$	8,779.41	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0034489	Crushed Red	2019	\$	9,120.79	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0034057	Regional Rail Partners	2019	\$	5,937.99	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0025282	Duggan's Public House	2019	\$	4,785.16	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)

PERSONAL PROPERTY WRITE OFF

P0036267	Yi Asian Express	2019	\$	98.49	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0028852	Cinebarre Thornton United Artists Theatre	2019	\$	5,633.25	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0032883	Trip Wireless	2019	\$	1,489.86	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0023852	Simon Med Imaging	2019	\$	14,788.74	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0025296	Siler Printing	2019	\$	36,316.60	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0023897	Fitness 19 CO 113 LLC	2019	\$	3,945.01	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0028245	Amercian Bullnose Co.	2019	\$	2,531.64	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0004823	Saxx Custom Cutting	2019	\$	333.02	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0037068	Delgado's boxing & Martial Arts	2019	\$	17.69	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0027507	Aspen Paper and Plastic	2019	\$	3,140.47	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0036281	Flame Design	2019	\$	2,801.73	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0031882	Hi Tec Recycling	2019	\$	58,319.75	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0018231	Resource Environmental Group Service	2019	\$	13,032.95	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0037029	Yellowbelly Colorado Fried Chicken	2019	\$	6,371.80	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0036333	Juniper Pig	2019	\$	1,353.14	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0008851	La Chijiquita Mexican Bakery	2019	\$	686.63	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0036093	On the Dollar	2019	\$	866.65	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0029212	OB/GYN Partners PC	2019	\$	373.26	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0036282	Loma Eye Care	2019	\$	3,024.18	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0033573	Choice Floors	2019	\$	453.14	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0037149	Aqronos Inc.	2019	\$	4,107.17	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0031882	Hi Tech Recycling	2019	\$	58,785.91	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
	15 Accounts - 2019 Tax Year Total		\$	257,360.30		
2020 Personal Property						
P0028427	Rock Bottom Brewery	2020	\$	11,895.68	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0004600	4 Axis Machine	2020	\$	4,909.40	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0014442	C B Potts	2020	\$	6,974.51	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0027144	Mimis Café	2020	\$	8,243.26	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0033604	Youfit Health Clubs	2020	\$	8,140.08	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0036104	Gordo's	2020	\$	1,883.27	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0023852	Simon Med Imaging	2020	\$	13,118.63	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0023897	Fitness 19 CO 113 LLC	2020	\$	3,209.45	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P00362672	Yi Asian Express	2020	\$	781.11	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0028447	Amteck LLC	2020	\$	5,299.10	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0030354	Dream Wise Marketing	2020	\$	2,901.09	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0032883	Trip Wireless	2020	\$	1,343.80	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0019252	Atlanta Bread	2020	\$	2,342.41	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0004823	Saxx Custom Cutting	2020	\$	265.28	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0002440	Larrys Automotive	2020	\$	611.63	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0037068	Delgado's boxing & Martial Arts	2020	\$	651.95	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)

PERSONAL PROPERTY WRITE OFF

P0018231	Resource Environmental Group Service	2020 \$	9,895.73	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0037029	Yellowbelly Colorado Fried Chicken	2020 \$	514.55	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0036333	Juniper Pig	2020 \$	1,052.01	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0037806	Curty Diesel	2020 \$	631.65	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0036282	Loma Eye Care	2020 \$	2,093.93	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0019290	Team Heating Air Conditioning	2020 \$	1,914.65	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0036249	Colorado Pipeline Rehabilitation	2020 \$	2,457.09	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0034733	Hook Fish Branding	2020 \$	1,099.39	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
8 Accounts - 2020 Tax Year Total		2020 \$	92,229.65		
2021 Personal Property					
P0014442	C B Potts	2021 \$	7,168.25	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0018231	Resource Environmental Group Service	2021 \$	3,164.58	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
P0038628	Ink Pushers	2021 \$	2,222.28	Out of Business - equipment gone-uncollectable	39-10-114(2)(a)
3 Accounts - 2021 Tax Year Total		2021 \$	12,555.11		
Total Years		\$	1,133,808.72		



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: November 29, 2022
SUBJECT/TITLE: PRC2022-00004 Grasslands at Comanche, Filing No. 5 Preliminary Plat
FROM: Layla Bajelan, Senior Long Range Planner
AGENCY/DEPARTMENT: Community & Economic Development
HEARD AT STUDY SESSION ON: N/A
RECOMMENDED ACTION: That the Board of County Commissioners approve the preliminary plat and waiver from the subdivision design standards with 12 findings-of-fact and 4 notes to the applicant

BACKGROUND:

Dave Rebol, the applicant and property owner, is requesting a major subdivision preliminary plat to create 19 residential lots, three nonresidential tracts, and associated public roads on approximately 118 acres within the Grasslands at Comanche Planned Unit Development (PUD). Additionally, the applicant is requesting a waiver from the Subdivision Design Standards to allow lots to have an average depth greater than three times the average width.

The subject request is located within the approved final development plan (FDP) boundary for the Grasslands at Comanche PUD. This portion of the development is known as Filing 5. The BoCC previously approved Filing 2 of the PUD in 2008 and Filing 1 of the PUD in 2017.

The Grasslands at Comanche FDP was approved for 118 rural-residential lots, a school site, and 210 acres of land on the northwestern portion of the development for conservation. Residential development within the PUD is expected to be similar in density and design to that of development in the A-1 zone district. The lots will allow for one single-family home to be constructed on each lot, and the subject preliminary plat also includes the tract for the proposed school site. Upon approval of the preliminary plat, the applicant will be expected to submit an application for the final plat and associated subdivision improvements agreement (SIA).

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Attorney’s Office

ATTACHED DOCUMENTS:

BoCC Presentation

BoCC Packet

FISCAL IMPACT:

No

ADDITIONAL NOTE:

N/A



COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT

CASE NO.: PRC2022-00004

CASE NAME: Grasslands at Comanche Filing No. 5, Preliminary Plat

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- 4.3 Referral Comments (Colorado Parks and Wildlife)
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N/A

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- 6.3 Newspaper Publication
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**COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT
STAFF REPORT**

Board of County Commissioners

November 29, 2022

CASE No.: PRC2022-00004 CASE NAME: Grasslands at Comanche - Filing No. 5	
Owners/ Applicant Name:	Dave Rebol, Grasslands at Comanche, LLC.
Owner/ Applicant Address:	412 W PLATTE AVE Fort Morgan, Colorado 80701
Parcel Number:	0173133300010 (87 acres), 0173133300005 (17.65 acres), 0173133300006 (13.15 acres)
Nature of Requests:	1) Major Subdivision Preliminary Plat to create 19 residential lots and three nonresidential tracts within the Grasslands at Comanche Planned Unit Development (PLT2021-00027); and 2) Waiver from the Subdivision Design Standards to allow lots that have a lot depth to width ratio greater than 3:1 (PLT2022-00018)
Current Zone Districts:	Planned Unit Development PUD- Grasslands at Comanche
Future Land Use:	Agriculture (Imagine Adams 2012)
Total Site Area:	Approximately 117 acres
Hearing Date(s):	PC: November 10, 2022 / 6:00 pm BoCC: November 29, 2022 / 9:30 am
Report Date:	November 15, 2022
Case Manager:	Layla Bajelan, Senior Long-Range Planner
PC Recommendation:	APPROVAL with 12 findings-of-fact and 4 notes

SUMMARY OF PAST APPLICATIONS

On January 21, 2007, the Board of County Commissioners (BoCC) approved (Case # PRJ2007-00004): 1) a rezoning of approximately 18 acres from Agricultural-3 (A-3) to Agricultural-2 (A-2) and 402 acres from A-3 to Agricultural-1 (A-1); 2) a preliminary development plan for 120 residential lots on 402 acres, an 18 acre school site, and approximately 210 acres reserved in conservation easement; and 3) a preliminary plat for 120 residential lots.

On January 14, 2008, the BoCC approved (Case # PRJ2007-00036): 1) a final development plan (FDP) for 118 residential lots, a 17 acre school site, and 210 acres reserved as a conservation easement and 2) a final plat for 10 residential lots, referenced as Grasslands at Comanche, Filing 2. The remaining portions of the approved preliminary plat were not included in the final plat approval and expired. Per Section 2-02-17-03-07 of the County's Development Standards and Regulations, a preliminary plat approval shall lapse two (2) years from the date of approval if a final plat is not submitted.

On September 13, 2016, the BoCC approved (Case # PLT2016-00012) a preliminary plat for 18 residential lots on 57 acres, known as Grasslands at Comanche, Filing 1.

SUMMARY OF APPLICATIONS

Background:

Dave Rebol, the applicant and property owner, is requesting a major subdivision preliminary plat to create 19 residential lots, three nonresidential tracts, and associated public roads on approximately 118 acres within the Grasslands at Comanche Planned Unit Development (PUD). The subject request is located within the approved final development plan boundary for the Grasslands at Comanche PUD. This portion of the development is known as Filing 5. The BoCC previously approved Filing 2 of the PUD in 2008 and Filing 1 of the PUD in 2017.

The Grasslands at Comanche FDP was approved for 118 rural-residential lots, a school site, and 210 acres of land on the northwestern portion of the development for conservation. Residential development within the PUD is expected to be similar in density and design to that of development in the A-1 zone district. The lots will allow for one single-family home to be constructed on each lot, and the subject preliminary plat also includes the tract for the proposed school site. Upon approval of the preliminary plat, the applicant will be expected to submit an application for the final plat and associated subdivision improvements agreement (SIA).

Major Subdivision (Preliminary Plat)

Per Section 2-02-17 of the County's Development Standards and Regulations, the applicant is requesting a Major Subdivision (Preliminary Plat) for the proposed residential development. Currently, the site consists of three parcels. The applicant's proposal will create 19 residential lots, three nonresidential tracts, and associated public roadways. The proposed tracts are for drainage and a pond for the proposed subdivision, access to open space, and the school site. The HOA will own and maintain the tracts for drainage and access and Strasburg School District 31-J will own and maintain the school site.

Per Section 5-03-03 of the County's Development Standards and Regulations, subdivision plats and lot dimensions are required to conform to all dimensional requirements of the zone district in which the property is located. In addition, all lots created by a subdivision shall have access to a County maintained right-of-way.

The Grasslands at Comanche PUD requires that the proposed lots meet the minimum lot size and lot width of the A-1 zone district, unless specified within the approved amendment. The minimum lot size required is 2.5 acres and the minimum lot width is 150 feet for lots that are serviced by private well and septic system. Additionally, all proposed lots will have access on a public right-of-way, specifically Rose Hill Street and Sharilane Way. All proposed lots within Filing 5 are defined within the approved and amended FDP and meet the dimensional requirements for the PUD.

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

A.1

future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County.

A proof of adequate water and sewer services is required for the approval of a final plat. The applicant obtained a letter from the Colorado Division of Water Resources stating that adequate water supply is available to support the proposed development. For sewer services, individual septic systems will be provided for each lot. Tri-County Health reviewed the request and did not have concerns with the use of septic systems on the lots.

Subdivision Design and Improvements

The proposed preliminary plat has been reviewed by County staff for consistency with the County's Subdivision Design Standards (Section 5-03). The proposed plat has been designed to be appropriate for development, and the lot configuration is suitable for access and emergency services.

Per Section 5-02-05 of the County's Development Standards and Regulations, a subdivision improvements agreement (SIA) will be required with a final plat. The SIA allows for construction of infrastructure, such as streets, curbs, gutters, sidewalks, and storm sewers to be constructed on the property, if required. In addition, for residential subdivisions, public land dedication is required to support schools, neighborhood parks, and regional parks. Section 5-05-05-04 of the County's Development Standards allows for cash-in-lieu of land dedication. These cash-in-lieu fees will be expected to be paid prior to scheduling the final plat application for public hearings, if applicable.

Waiver From Subdivision Design Standards:

Per Section 2-02-15 of the County's Development Standards and Regulations, the applicant is requesting the BoCC consider a waiver from the Subdivision Design Standards to allow lots to have an average depth greater than three times the average width (Section 5-03-03-06).

Staff is supportive of the waiver to allow lots to have an average depth greater than three times the average width, as the number of lots and the dimension of the lots were previously defined in the approved FDP. The lots will be sufficient in size to allow for development and there is no detriment to the public good. Without the waiver, the applicant would not be able to plat the lots in the manner that was outlined in the approved FDP.

Future Land Use Designation/Comprehensive Plan:

The Adams County 2012 Imagine Adams Comprehensive Plan future land use map designates the subject area as Agriculture. The subject application was applied for prior to the adoption of the 2022 Advancing Adams Comprehensive Plan. Per Chapter 5 of the County's Comprehensive Plan, the purpose of the Agriculture future land use designation is to preserve areas for long term farming, and separate and define urban areas. Agriculture areas are also expected to develop with very low-density residential uses and at densities of one dwelling unit per 35 acres. Grasslands at Comanche requires 2.5 acres per lot, which is similar to the A-1 zone district. The development has placed over 200 acres in conservation to allow for the additional density. Further, the Agriculture future land use areas should be preserved for long-term farming, conservation of

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environmentally-sensitive area, and limit the extension of services where they are costly and difficult to provide.

The proposed subdivision is a portion of the Grasslands at Comanche PUD. The approved FDP for this area includes conservation easements covering 210 acre to preserve the rural character of the area and environmentally-sensitive lands. The proposed preliminary plat complies with the approved FDP for the area.

Site Characteristics:

The site is approximately four miles north of Strasburg; more specifically, 3,100 feet west of the intersection of East 72nd Avenue and Strasburg Road. The property is currently vacant; however, it is adjacent to large, single-family residential lots, approved as part of the Grasslands at Comanche PUD, Filings 1 and 2.

Surrounding Zoning Designations and Existing Use Activity:

Northwest A-3 Vacant	North PUD Vacant	Northeast PUD Vacant
West A-3 Vacant	Subject Property PUD <u>Vacant</u>	East PUD Vacant
Southwest A-3 Vacant	South A-3 Vacant	Southeast PUD Vacant

Compatibility with the Surrounding Area:

A majority of properties to the north and northeast of the proposed subdivision are developed as single-family residential or are vacant lots. The developments are all within the Grasslands at Comanche PUD. All other areas surrounding the proposed preliminary plat are currently vacant and likely be developed with single-family homes, consistent with the approved PUD.

This application is compatible with the overall area and are not detrimental to public health and safety. Approval of this request will be consistent with the character of development activities in the area.

Staff Recommendation:

Based upon the application, the criteria for approval, and a recent site visit, staff recommends approval of the request preliminary plat and waiver from the subdivision design standards with 12 findings-of-fact and 4 notes:

Recommended Findings-of-Fact

Preliminary Plat

1. The preliminary plat is consistent with the Adams County Comprehensive Plan and any available area plan.
2. The preliminary plat is consistent with the purposes of these standards and regulations.
3. The preliminary plat is in conformance with the subdivision design standards and any approved sketch plan.
4. The applicant has provided evidence that a sufficient water supply has been acquired in terms of quantity, quality, and dependability for the type of subdivision proposed, as determined in accordance with the standards set forth in the water supply standards.
5. The applicant has provided evidence that a public sewage disposal system has been established and, if other methods of sewage disposal are proposed, adequate evidence indicating that such system complies with state and local laws and regulations.
6. The applicant has provided evidence to show all areas of the proposed subdivision, which may involve soil or topographical conditions presenting hazards or requiring special precautions, have been identified by the applicant and the proposed uses of these areas are compatible with such conditions.
7. The applicant has provided evidence that adequate drainage improvements comply with these standards and regulations.
8. The overall density of development within the proposed subdivision conforms to the zone district density allowances.
9. The proposed subdivision is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County. The proposed subdivision has established an adequate level of compatibility by:
 - a. Incorporating natural physical features into the development design and providing sufficient open spaces considering the type and intensity of use;
 - b. Incorporating site planning techniques to foster the implementation of the County's plans, and encourage a land use pattern to support a balanced transportation system, including auto, bike, and pedestrian traffic, public or mass transit, and the cost-effective delivery of other services consistent with adopted plans, policies and regulations of the County;
 - c. Incorporating physical design features in the subdivision to provide a transition between the project and adjacent land uses through the provision of an attractive entryway, edges along public streets, architectural design, and appropriate height and bulk restrictions on structures;
 - d. Incorporating identified environmentally sensitive areas, including but not limited to, wetlands and wildlife corridors, into the project design; and

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- e. Incorporating public facilities or infrastructure, or cash-in-lieu, reasonably related to the proposed subdivision so the proposed subdivision will not negatively impact the levels of service of the County services and facilities.

Waiver from the Subdivision Design Standards

- 10. Extraordinary hardships or practical difficulties result from strict compliance with these standards and regulations.
- 11. The purpose of these standards and regulations are served to a greater extent by the alternative proposal.
- 12. The waiver does not have the effect of nullifying the purpose of these standards and regulations.

Recommended Notes 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.
- 2. The preliminary plat approval shall expire on November 29, 2024, if a final plat application is not submitted to the Adams County Community and Economic Development Department.
- 3. The conveyance of land or payment of cash in lieu shall be required prior to the recording of the first plat document for the subdivision. This fee shall be determined by the fee structure specified in Section 5-05 of the Adams County Development Standards and Regulations.
- 4. All utilities shall be located underground pursuant to the Adams County Development Standards and Regulations.

PC UPDATE

This case was heard at the Planning Commission on November 10, 2022 and the PC voted to recommend Approval (5-0) with 9 Findings and 4 Notes to the Applicant. The applicant was present at the hearing and had no concerns with the staff report or presentation. No members of the public spoke in support or opposition to this request. The PC had questions on the use of the conservation easement, as the subject plat contains a tract for public access to the conservation easement. Staff was able to respond and per the final development plan, “the conservation easement can be used for oil and gas drilling and production and for agricultural purposes including cattle grazing, dry-land farming, irrigated farming, and other Use-by-Right non-residential agricultural uses of the A-3 zone district.” Additional questions were asked about the TCHD water monitoring program and the applicant was able to respond noting that they are continuing to assist TCHD in the monitoring of the wells. The wells are separate from the drinking water and are monitoring potential contamination due to the septic systems.

CITIZEN COMMENTS

Notifications Sent	Comments Received
55	0

All property owners and occupants within 1 mile of the subject property were notified of the request. As of writing this report, staff has not received any public comment on this case.

REFERRAL AGENCY COMMENTS

Initially, the Division of Water Resources (DWR) had concern over the available water supply/ water rights on the property. The applicant demonstrated that they are not increasing the number of lots that were approved in their original water supply plan, and the DWR has signed off on the applicant's water supply as being sufficient. The Tri-County Health Department (TCHD) provided comments on on-site wastewater treatment systems (OWTS), active oil and gas facilities, domestic wells, community design, community design to support walking and bicycling, and safe routes to school. They also requested that the applicant continue to work with TCHD on on-site well water testing.

Responding with Initial Concerns:

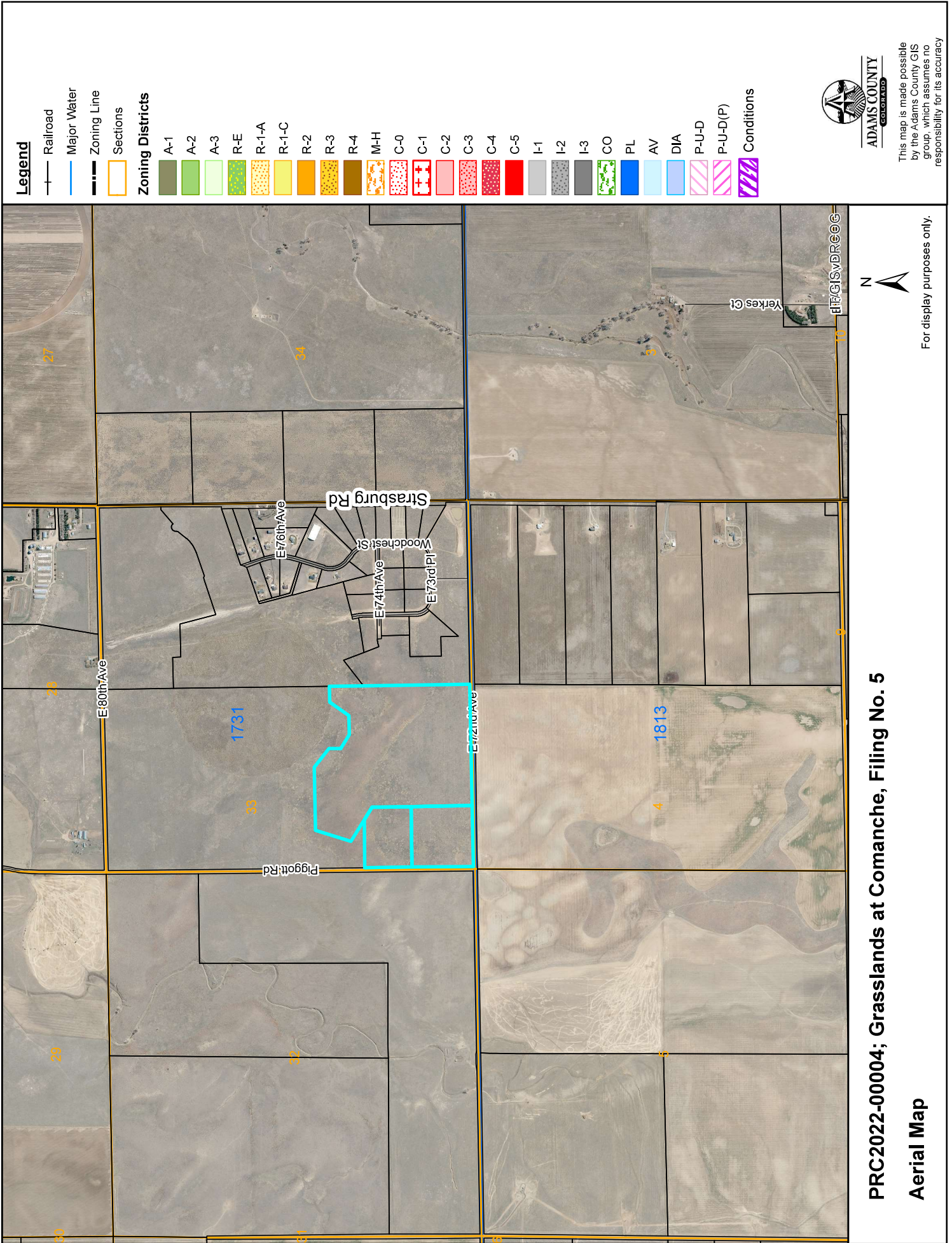
CDNR-Division of Water Resources
Tri-County Health Department

Responding without Concerns:

Adams County Sheriff
Colorado Division of Wildlife
Colorado Geological Survey
CORE Energy
Colorado Division of Water Resources
Lumen
Strasburg 31J School District
Strasburg Fire
Strasburg Parks
Xcel Energy

Notified but not Responding / Considered a Favorable Response:

Adams County Assessor
Adams County Treasurer
Bennet Fire Protection District #7
Century Link
Comcast
Intermountain Rural Electric Association (IREA)
United States Postal Service







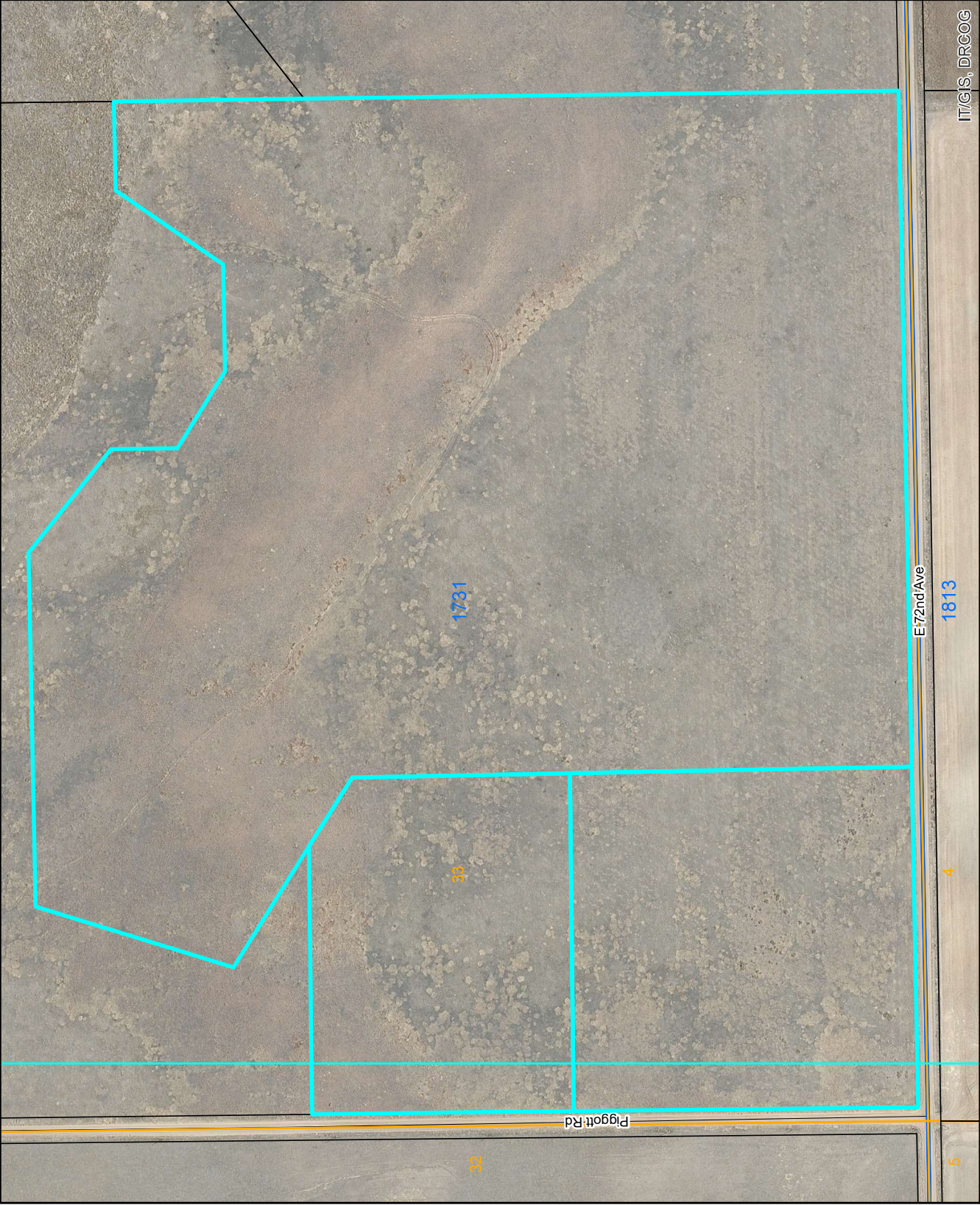
ADAMS COUNTY
 This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy

For display purposes only.

PRC2022-00004; Grasslands at Comanche, Filing No. 5
 Aerial Map

Legend

-  Railroad
-  Major Water
-  Zoning Line
-  Sections



IT/GIS, DRCOG



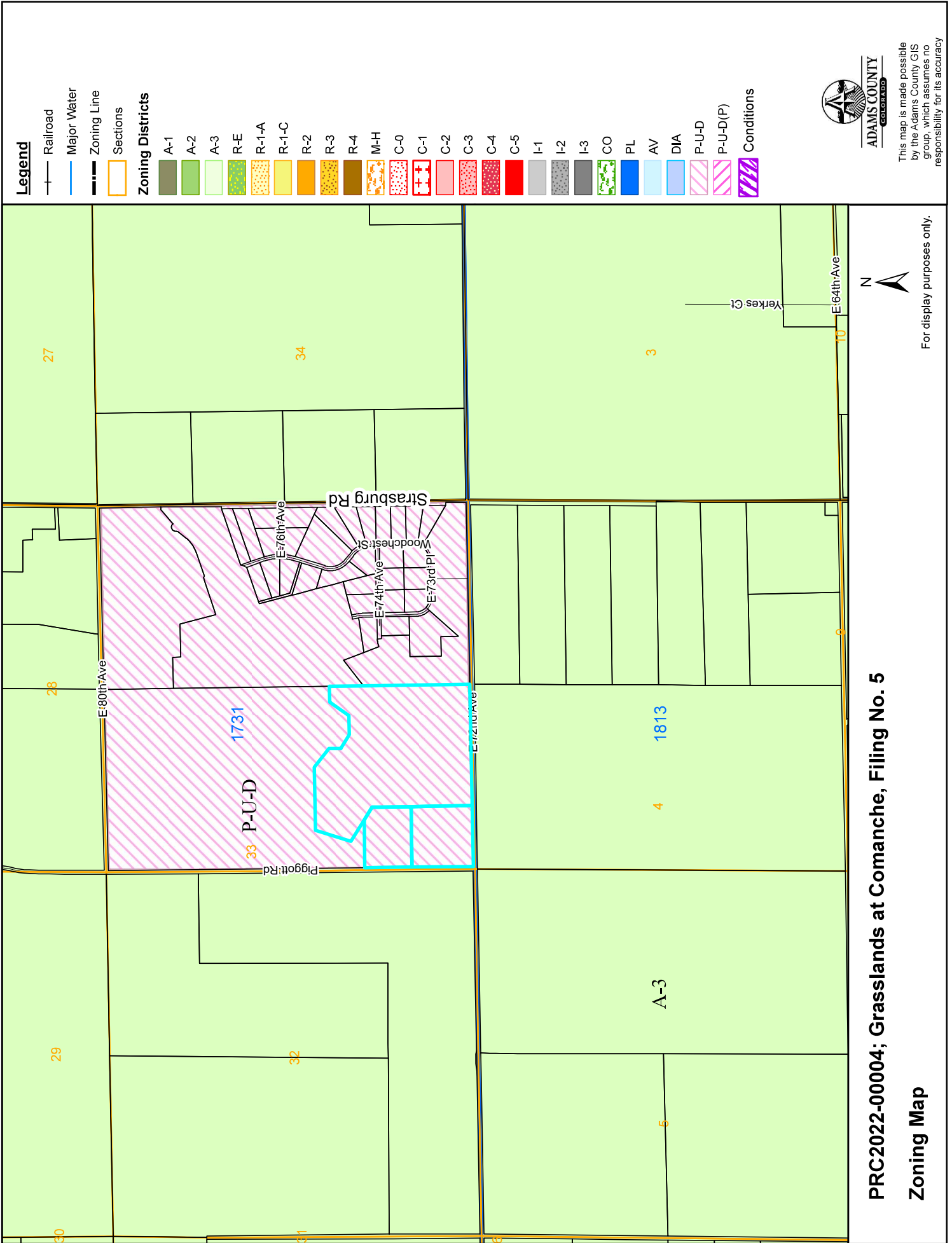
For display purposes only.

PRC2022-00004; Grasslands at Comanche, Filing No. 5

Aerial Map



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

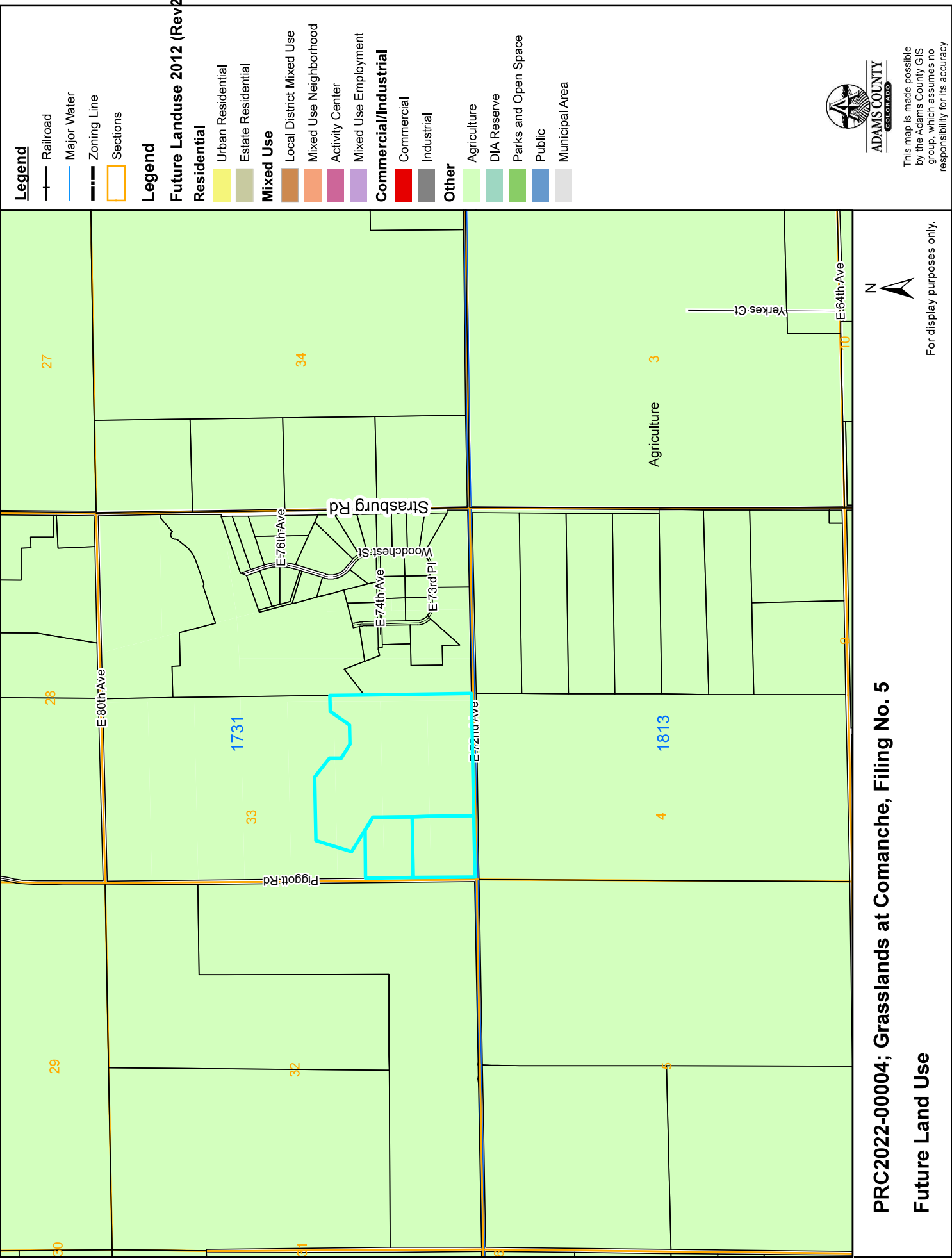
- A-1
- A-2
- A-3
- R-E
- R-1-A
- R-1-C
- R-2
- R-3
- R-4
- M-H
- C-0
- C-1
- C-2
- C-3
- C-4
- C-5
- I-1
- I-2
- I-3
- CO
- PL
- AV
- DIA
- P-U-D
- P-U-D(P)
- Conditions

ADAMS COUNTY
 This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy.



For display purposes only.

PRC2022-00004; Grasslands at Comanche, Filing No. 5
Zoning Map



Legend

- +— Railroad
- Major Water
- Zoning Line
- Sections

Legend

Future Landuse 2012 (Rev2016)

Residential

- Urban Residential
- Estate Residential

Mixed Use

- Local District Mixed Use
- Mixed Use Neighborhood
- Activity Center
- Mixed Use Employment

Commercial/Industrial

- Commercial
- Industrial

Other

- Agriculture
- DIA Reserve
- Parks and Open Space
- Public
- Municipal Area



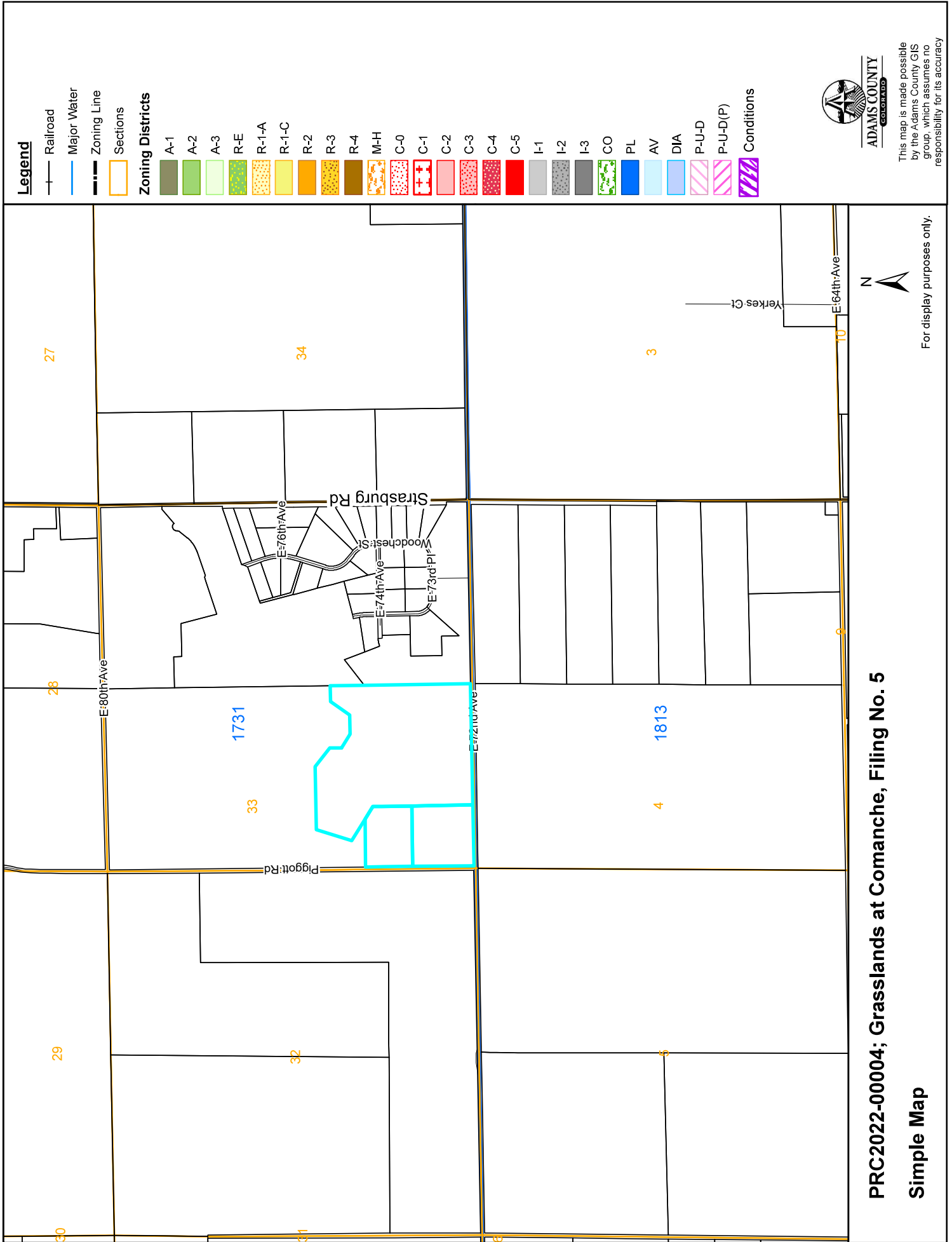
This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy

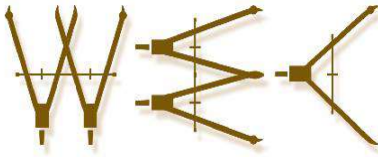


For display purposes only.

PRC2022-00004; Grasslands at Comanche, Filing No. 5

Future Land Use





WESTERN ENGINEERING CONSULTANTS,
127 S Denver Ave. Fort Lupton, CO 80621
2501 Mill Street, Brush, CO 80723
Office: 720-685-9951
Cell. 303-913-7341, Fax 720-294-1330
Email: chadwin.cox@westerneci.com

Inc LLC

September 1, 2021

Adams County Community and Economic Development
 4430 South Adams County Parkway
 1st Floor, Suite W2000
 Brighton, CO 80601-8216

RE: GRASSLANDS AT COMANCHE FILING No. 5 PROJECT NARRATIVE.

Adams County Community and Economic Development:

Western Engineering Consultants Inc. LLC (WEC) has prepared this narrative letter to briefly summarize the development of Filing 5 of the proposed Grasslands at Comanche Major Subdivision, located within a PUD zoned property in Strasburg CO, Adams County.

The subject property is located in the Southwest ¼ (Filing 5) of Section 33, Township 2 South, Range 62 West of the 6th, P.M., County of Adams, State of Colorado, as stated in the Commitment for Title Insurance dated July 28, 2021. Filing 5 is proposed in Parcel No. 0173133300010.

PURPOSE / BACKGROUND

The property has historically been and is currently farmland, zoned PUD in 2007 within Adams County.

The existing property is proposed to continue with the originally planned filings and amendments, below is Fig. 1 PUD Vicinity Map.

Grasslands at Comanche PUD

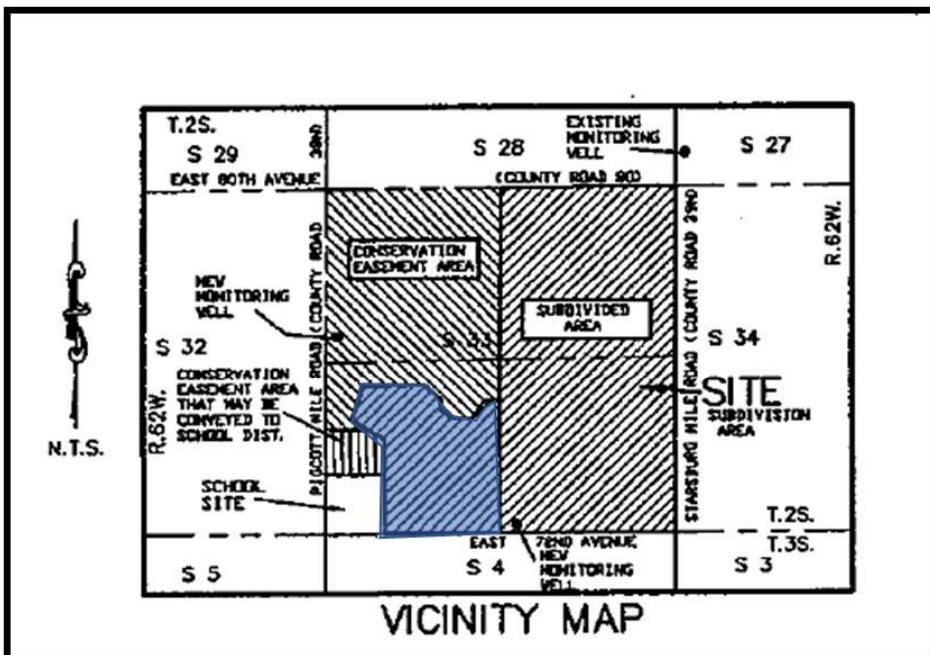


Fig. 1- Vicinity Map

This phase of the PUD development is shown in the Fig 2. Filing 5.

Grasslands at Comanche Filing 5



Fig.2 Filing 5

The development is proposed per the requirements established in the Zoning Hearing decision - Case # PRJ2007-00004 held on the 14th of May 2007 by County Commissioners, and the Resolution by County Commissioners in the Hearing for Acceptance of Conservation Easements for Grasslands at Comanche PUD case PRJ2007-00004 held on the 21st of May 2007. Filing 5 is approximately 87.87 acres, proposing 19 acreage (2.5 and larger) lots.

ADJACENT USES

Filing No.5

To the north, Conservation Easement Area (208 acres) and future oil/gas well location (deleted per the “First Amendment to Surface Use Agreement” dated January 20, 2021); to the south, East 72nd Avenue; to the west, vacant land (future School District site), and future oil/gas well location (deleted per the “First Amendment to Surface Use Agreement” dated January 20, 2021); and to the east vacant land (will be future Filing No. 6- 15 lots).

RELATIONSHIP TO & IMPACT UPON ADJACENT USES

The proposed residential development will be rural character compatible with the surrounding areas. The Adams County Zoning Map shows this area as PUD, and the proposed development is consistent with 2012 Adams County Comprehensive Plan. See Fig 3. Adams County 2012 Comprehensive Plan, Future Land use

Adams County Comprehensive Plan Map

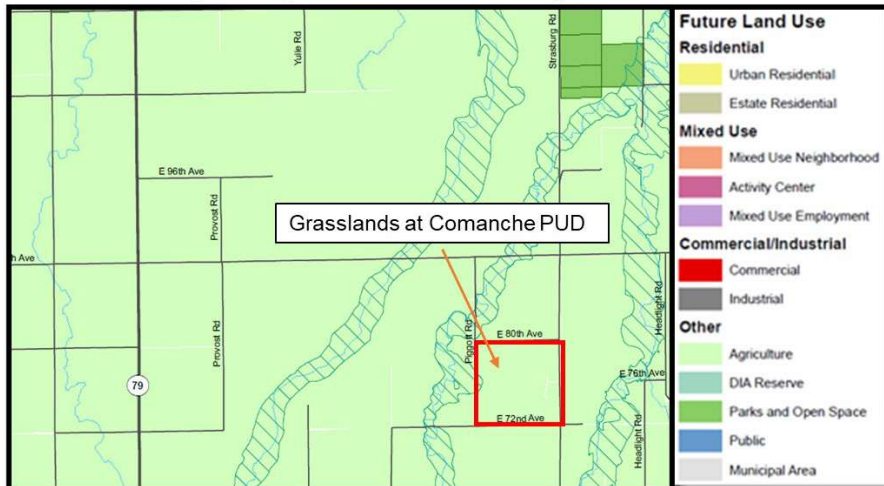


Fig. No. 3

ACCESS LAYOUT

Two accesses are proposed for Filing 5 from East 72nd Avenue. The minimum distance between accesses and from Strasburg Road centerline according to Adams County Development Standards and Regulations Chapter 8 are met. See Fig 4. Distance.

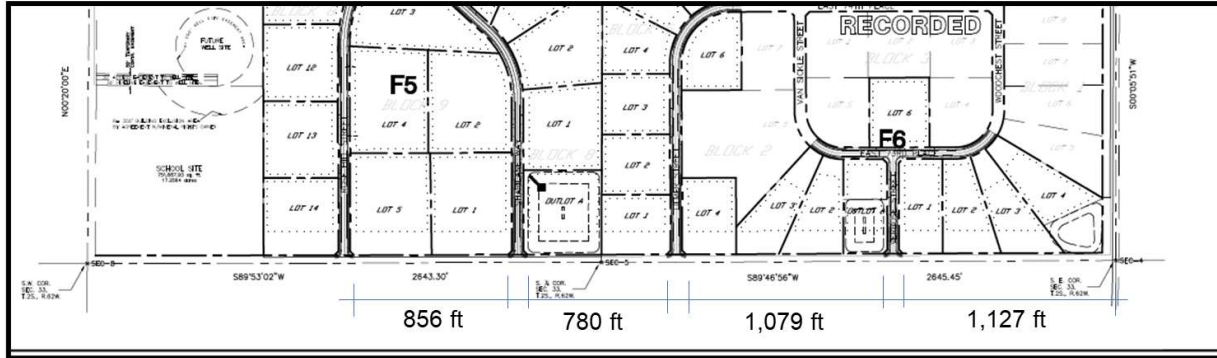


Fig. 4

STATEMENT ON COMMUNITY NEED FOR PROPOSED SUBDIVISION

The proposed Subdivision aligns to the 2012 Adams County Comprehensive and Zoning Plan. The proposed use will complement the surrounding land uses currently adjacent to the property, consisting of rural residences.

The proposed uses will not be detrimental to the public health, safety, or general welfare as similar uses exist throughout other entities in the nearby area. The proposed uses will be required to conform in all other respects to all applicable Adams County zoning regulations and standards.

GEOLOGICAL HAZARDS

No geologic hazards or environmental conditions/ concerns are known to exist on the property. The NRCS Study and a Geotechnical Report are enclosed.

PHASING, and UTILITY DISTRICTS

The following summarizes the proposed specifics:

- | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> • Zoning • Proposed Use • Type of structures to be built • Phasing • Water source • Sanitary Sewer source • Storm sewer • Gas & Electricity • Fire Protection | <ul style="list-style-type: none"> Currently zoned PUD in Adams County Rural residence Single family ranch style residential units and accessory buildings No phasing currently proposed Water Well by future owners Individual septic systems by future owners On Site Retention ponds Propane gas tanks and IREA for Electricity Strasburg Fire Protection District |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

EXISTING INFRASTRUCTURE AND PROPOSED IMPROVEMENTS

Strasburg Road (2-lane paved road) exists to the east. A Fire station (built in 1990) currently exists in Recorded Filing No. 2 of the Subdivision, and the proposed design meets Strasburg Fire Rescue apparatus requirements.

East 72nd Avenue shall be paved from Strasburg Road to the east boundary line of the future school site as approved by the County as stated in the Subdivision Improvements Agreement for the PUD

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RIGHT OF WAY

The following adjacent half Right of Ways are dedicated as stated in Zoning Hearing Decision– Case #PRJ2007-00004 the PUD conditions to approve:

Strasburg Road 70 feet, East 72nd Ave 40 feet, and internal streets 60 feet (full ROW).

POTENTIAL IMPACT IN ADJACENT PROPERTIES

No negative impact is anticipated from this development to adjacent properties after construction has been completed.

Traffic impacts from this proposal are expected to be minimal, please see the enclosed Trip Generation Estimate.

SUBMITTAL CHECKLIST

1. Development Application Form (Subdivision-Major/ Preliminary)	Enclosed
2. Application Fees	When required
3. Written explanation of the project	This document
4. Site Plan Showing Proposed Development	Enclosed
5. Copy of Plat	Enclosed
6. School Impact Analysis	Enclosed
7. Fire Protection Report	Enclosed
8. Proof of Ownership	Enclosed
9. Proof of Water and Sewer Services	Enclosed
10. Proof of Utilities	Enclosed
11. Legal Description	Enclosed
12. Certificate of Taxes Paid	Enclosed
13. Certificate of Notice of Mineral Estate Owners/ ad Lessees	Enclosed
14. Certificate of Surface Development	Enclosed

Required Engineering Documents:

1. Preliminary Drainage Report	Enclosed
2. Preliminary Traffic Impact Study	Enclosed
3. Preliminary Erosion and Sediment Control	Enclosed
4. Preliminary Construction/ Engineering designs Plans	Enclosed

CLOSING

The Applicant is excited to continue development of lots project in Adams County.

The desired schedule is to achieve approvals and begin Construction in early 2022 if the residential market allows, and service infrastructure is available.

Please contact me with any questions or comments you may have on this Project Narrative.

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Grasslands at Comanche Filing 5 Project Narrative

September 1st, 2021

Western Engineering Consultants inc LLC

Page 5 of 5

Sincerely,

A handwritten signature in black ink, appearing to be "Chadwin F. Cox". The signature is written in a cursive style with a large initial "C" and "F".

Western Engineering Consultants inc., LLC
Chadwin F. Cox, P.E.
Senior Project Manager

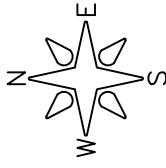
Encl. Major Subdivision Preliminary Review documents and plans.

GRASSLANDS AT COMANCHE - FIFTH FILING, PRELIMINARY PLAT

A PART OF THE SOUTH ONE-HALF OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 62 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO.
SHEET 2 OF 6

CASE NO: PLT2021-00027

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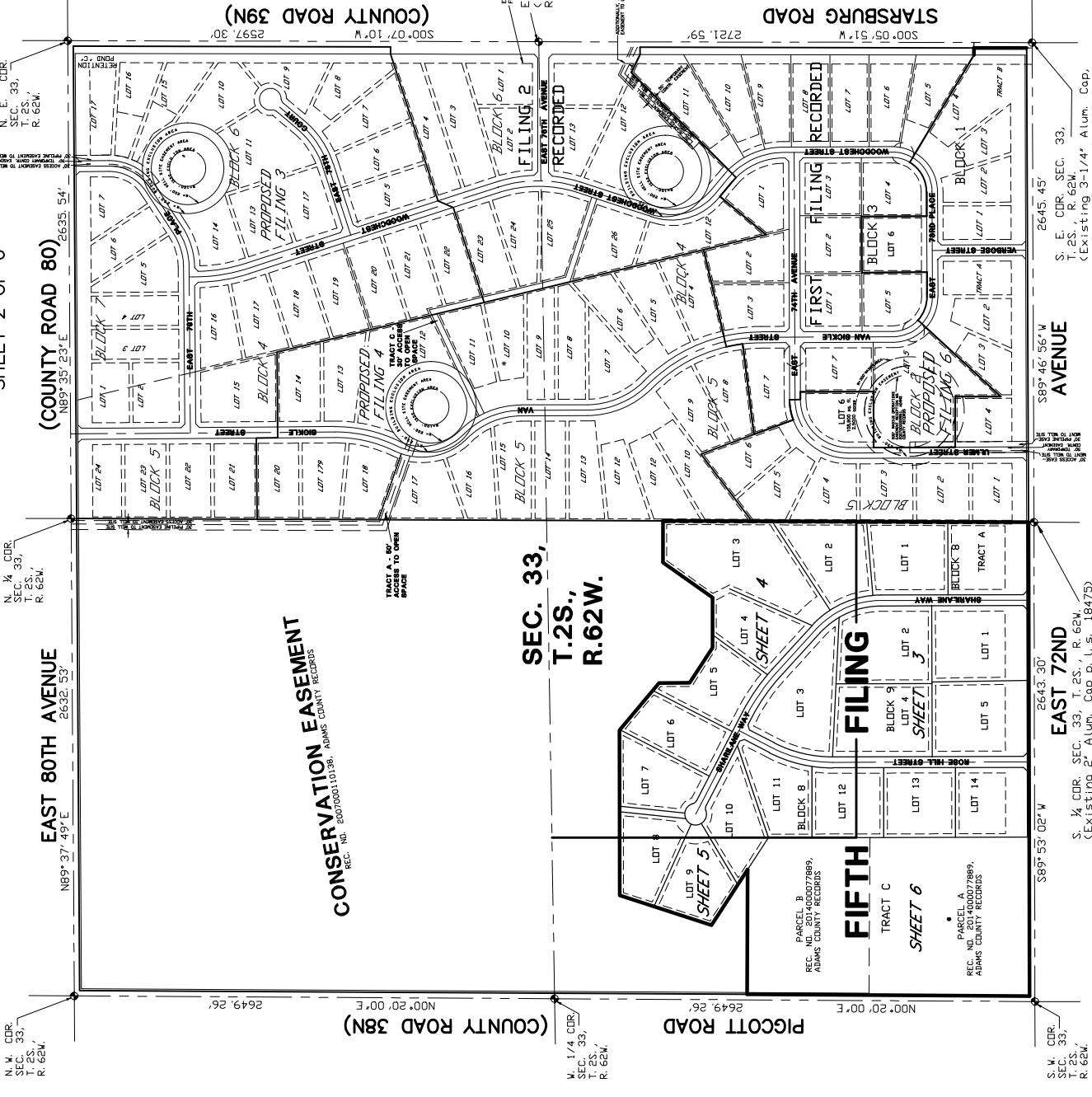


SCALE: 1"=400'

FILING NO. 1 (RECORDED)	-	18 LOTS
FILING NO. 2 (RECORDED)	-	11 LOTS
FILING NO. 3 (AMENDED)	-	1 LOT
FILING NO. 4 (PROPOSED)	-	32 LOTS
FILING NO. 5 (PROPOSED)	-	24 LOTS
FILING NO. 6 (PROPOSED)	-	19 LOTS
FILING NO. 7 (PROPOSED)	-	15 LOTS
TOTAL	-	120 LOTS

GRASSLANDS AT COMANCHE - FIRST FILING IN RECEPTION NO. 200700008978
GRASSLANDS AT COMANCHE - SECOND FILING IN RECEPTION NO. 200800005063
AFFIDAVIT OF CORRECTION (SECOND FILING) IN RECEPTION NO. 2013000048277
GRASSLANDS AT COMANCHE - SECOND FILING - AMENDED PLAT IN RECEPTION NO. 200800007020

E. 1/4 COR. SEC. 33, T. 2S., R. 62W.
Existing 3-1/4" Alum. Cop. in Range Box, P.L.S. 235159)



ACREAGE	USE	DIVERSHIP	MAINTAINED BY
19 LOTS	RESIDENTIAL	HDA	HDA
TRACT A	DRAINAGE & POND	HDA	HDA
TRACT B	ACCESS TO OPEN SPACE	HDA	HDA
TRACT C	SCHOOL SITE	STRASBURG DIST. 31-J	STRASBURG DIST. 31-J
STOUT DR-WAY/ S. 72ND AVE.	ACCESS & UTILITY	ADAMS CD.	ADAMS CD.
RIGHT-OF-WAY/ CENTER STREETS	ACCESS & UTILITY	ADAMS CD.	ADAMS CD.
TOTAL ACREAGE: 118.686			

* HDA - HOMEOWNERS ASSOCIATION (NAME TBD)
LOTS 4-10, BLOCK 8 ARE THE SMALLEST LOTS AT 3.33± ACRES

Prepared By:

R. W. BAYER & ASSOCIATES, INC.
2090 East 104th Avenue, S-200
Thornton, Colorado 80233
303-452-4433 rwbsurveying@hotmail.com
CAD FILE: 21161-SP/21161-SPA, DWG

Date Prepared: AUGUST 06, 2021

GRASSLANDS AT COMANCHE - FIFTH FILING, PRELIMINARY PLAT

A PART OF THE SOUTH ONE-HALF OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 62 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO.

CASE NO: PLT2021-00027

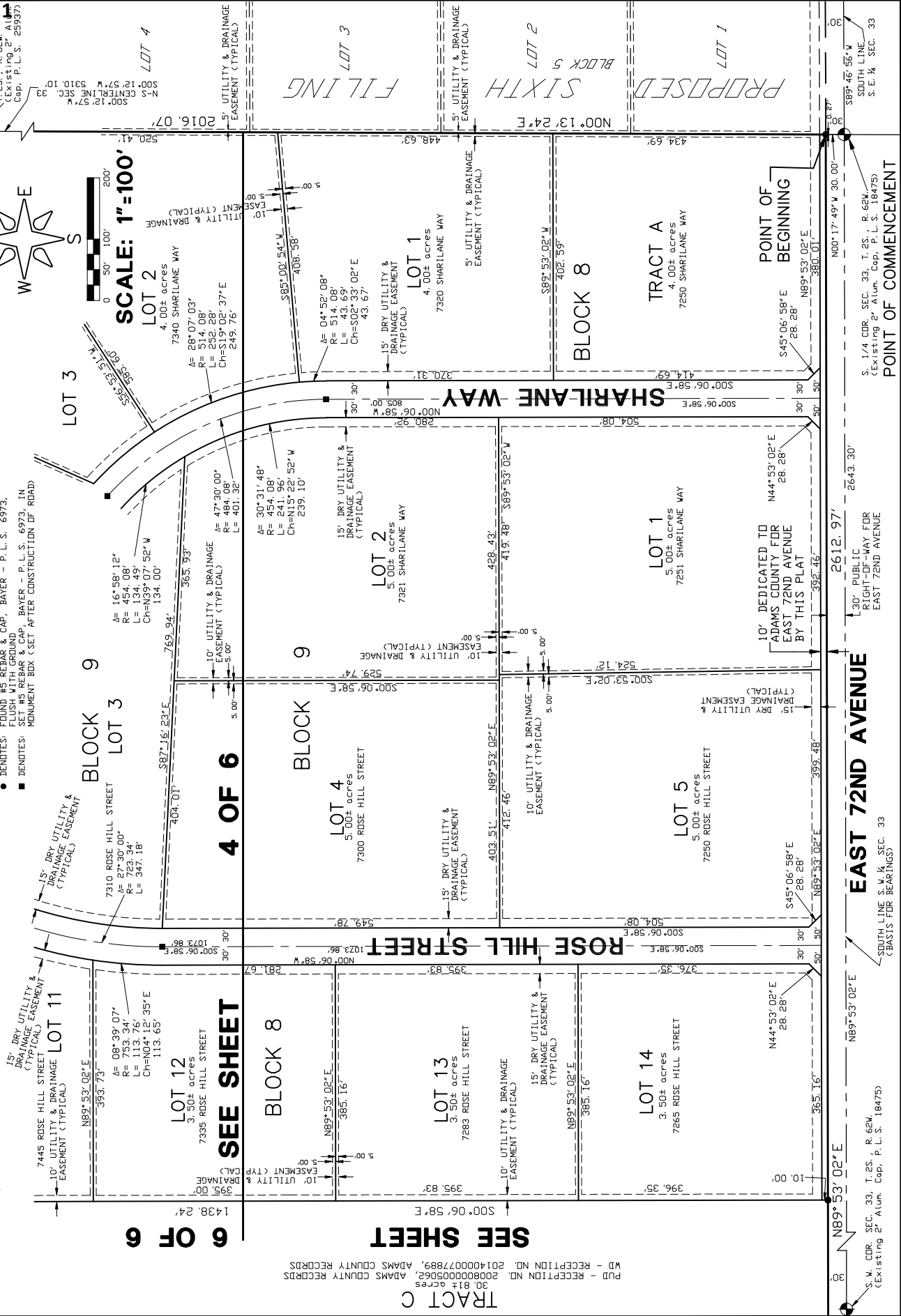
Prepared By
 R.W. BAYER & ASSOCIATES, INC.
 2090 East 104th Avenue, Suite 200
 Denver, Colorado 80231
 303-452-4433 rwbayer@rwbayer.com
 CAD FILE: 81161-SP/21161-SPC.DWG
 Date Prepared: AUGUST 06, 2021

LEGEND

- DENOTES: FOUND REBAR & CAP, BAYER - P. L. S. 6973.
- DENOTES: FOUND REBAR & CAP, BAYER - P. L. S. 6973, IN MONUMENT BOX (SET AFTER CONSTRUCTION OF ROAD)



SCALE: 1"=100'



GRASSLANDS AT COMANCHE - FIFTH FILING, PRELIMINARY PLAT

A PART OF THE SOUTH ONE-HALF OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 62 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO.

CASE NO: PLT2021-00027

(UNPLATTED)

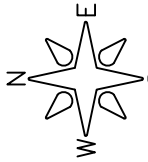
CONSERVATION EASEMENT - GRASSLANDS AT COMANCHE PLANNED UNIT DEVELOPMENT

SHEET 4 OF 6

TRACT C
30.81± acres
PUD - RECEPTION NO. 2008000005062, ADAMS COUNTY RECORDS
RESOLUTION - RECEPTION NO. 2007000110138, ADAMS COUNTY RECORDS

Prepared By:
R.W. BAYER & ASSOCIATES, INC.
2050 East 104th Avenue, S-200
Thornton, Colorado 80233
303-452-1433
CAD FILE: 21161-SP/21161-SP.DWG

Date Prepared: AUGUST 06, 2021



SCALE: 1"=100'

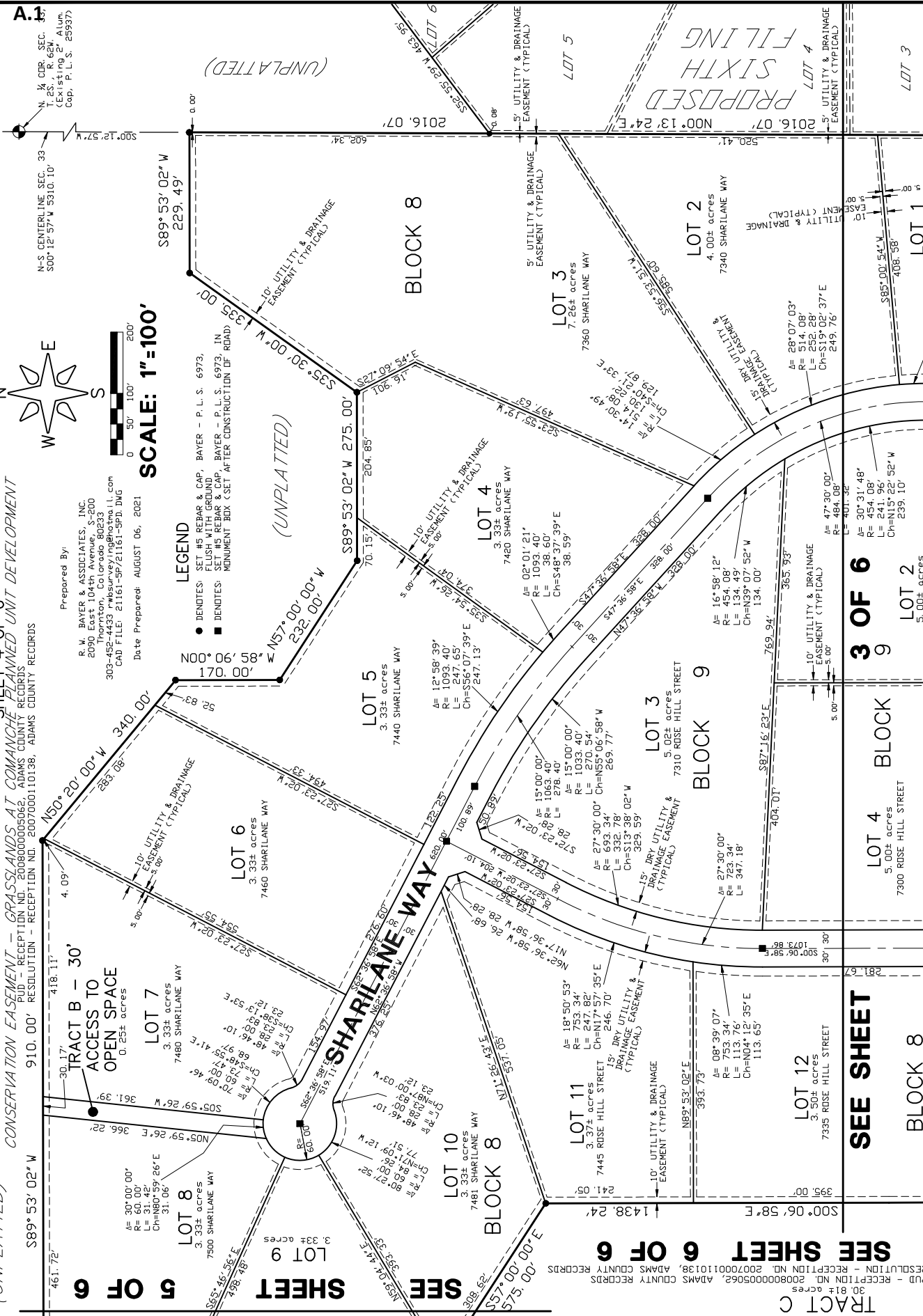
LEGEND

- DENTES: SET #5 REBAR & CAP, BAYER - P.L.S. 6973, FLUSH WITH GROUND
- DENTES: SET #5 REBAR & CAP, BAYER - P.L.S. 6973, IN MEMENTUM BOX (SET AFTER CONSTRUCTION OF ROAD)

SEE SHEET 5 OF 6

SEE SHEET 6 OF 6

SEE SHEET 6 OF 6
RESOLUTION - RECEPTION NO. 2007000110138, ADAMS COUNTY RECORDS
PUD - RECEPTION NO. 2008000005062, ADAMS COUNTY RECORDS



GRASSLANDS AT COMANCHE - FIFTH FILING, PRELIMINARY PLAT

A PART OF THE SOUTH ONE-HALF OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 62
WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO.
SHEET 5 OF 6

CASE NO: PLT2021-00027

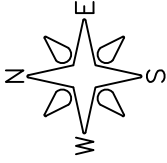
Prepared By:
R. W. BAYER & ASSOCIATES, INC.
2090 East 104th Avenue, Suite 200
Denver, Colorado 80231
303-452-4453 rwes@rwba.com
CAD FILE: 21161-SP/21161-SPD.DWG

Date Prepared: AUGUST 06, 2021

CONSERVATION EASEMENT - GRASSLANDS AT
COMANCHE PLANNED UNIT DEVELOPMENT
PUD - RECEPTION NO. 200800005062, ADAMS COUNTY RECORDS
RESOLUTION - RECEPTION NO. 2007000110138, ADAMS COUNTY RECORDS
(UNPLATTED)

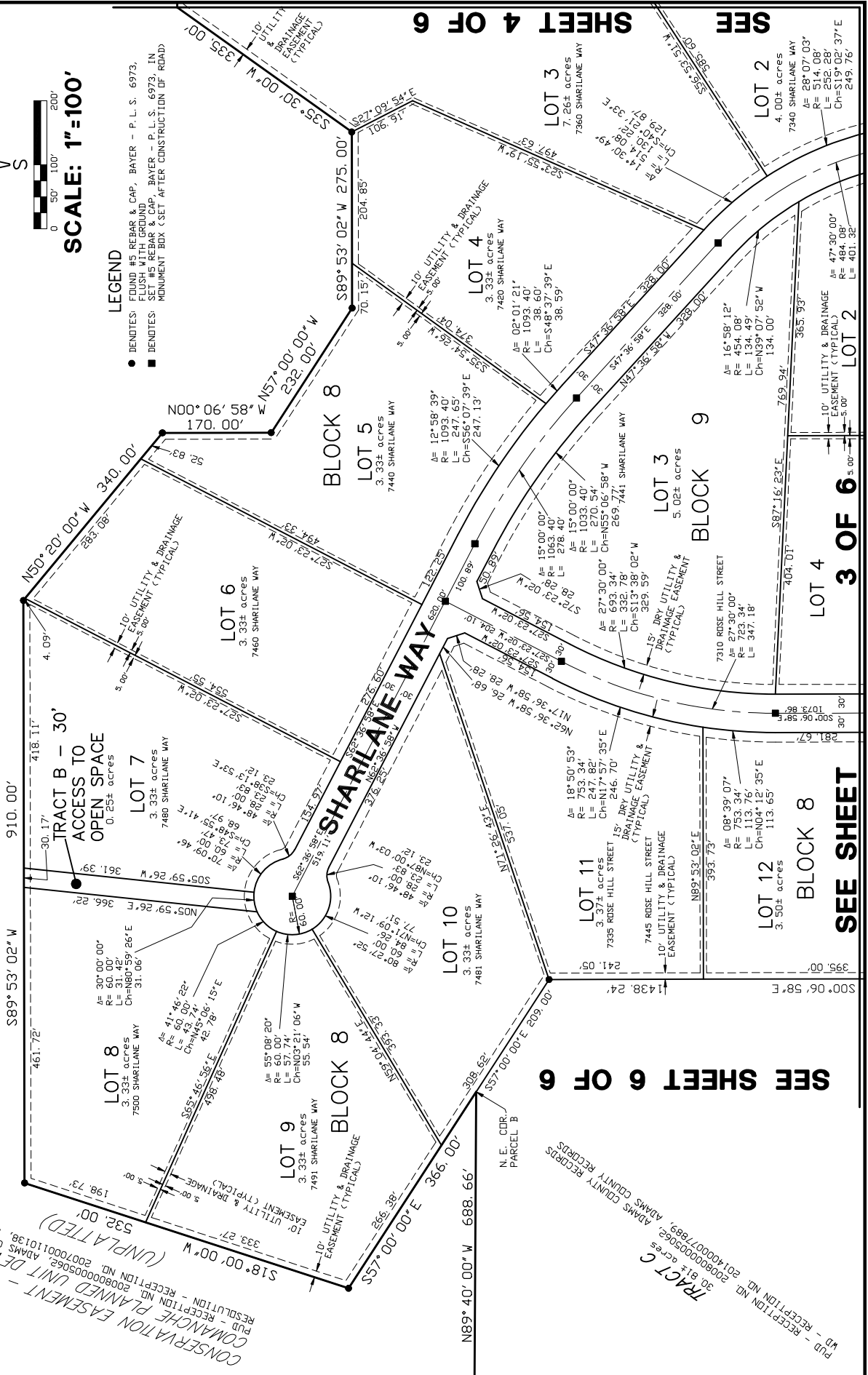
CONSERVATION EASEMENT - GRASSLANDS AT
COMANCHE PLANNED UNIT DEVELOPMENT
PUD - RECEPTION NO. 200800005062, ADAMS COUNTY RECORDS
RESOLUTION - RECEPTION NO. 2007000110138, ADAMS COUNTY RECORDS
(UNPLATTED)

A.1



SCALE: 1"=100'

- LEGEND**
- DENOTES: FOUND #5 REBAR & CAP, BAYER - P.L.S. 6973.
 - DENOTES: SET #5 REBAR & CAP, BAYER - P.L.S. 6973, IN MONUMENT BOX (SET AFTER CONSTRUCTION OF ROAD).



SEE SHEET 6 OF 6

SEE SHEET

SEE SHEET 4 OF 6

GRASSLANDS AT COMANCHE - FIFTH FILING, PRELIMINARY PLAT

A PART OF THE SOUTH ONE-HALF OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 62
WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO.
SHEET 6 OF 6

CASE NO: PLT2021-00027

LEGEND

- DENOTES: FOUND HS REBAR & CAP, BAYER - P. L. S. 6973, SECTION 33, T. 2S., R. 62W.
- DENOTES: FOUND HS REBAR & CAP, BAYER - P. L. S. 6973, IN MONUMENT BOX (SET AFTER CONSTRUCTION OF ROAD)

Prepared By:

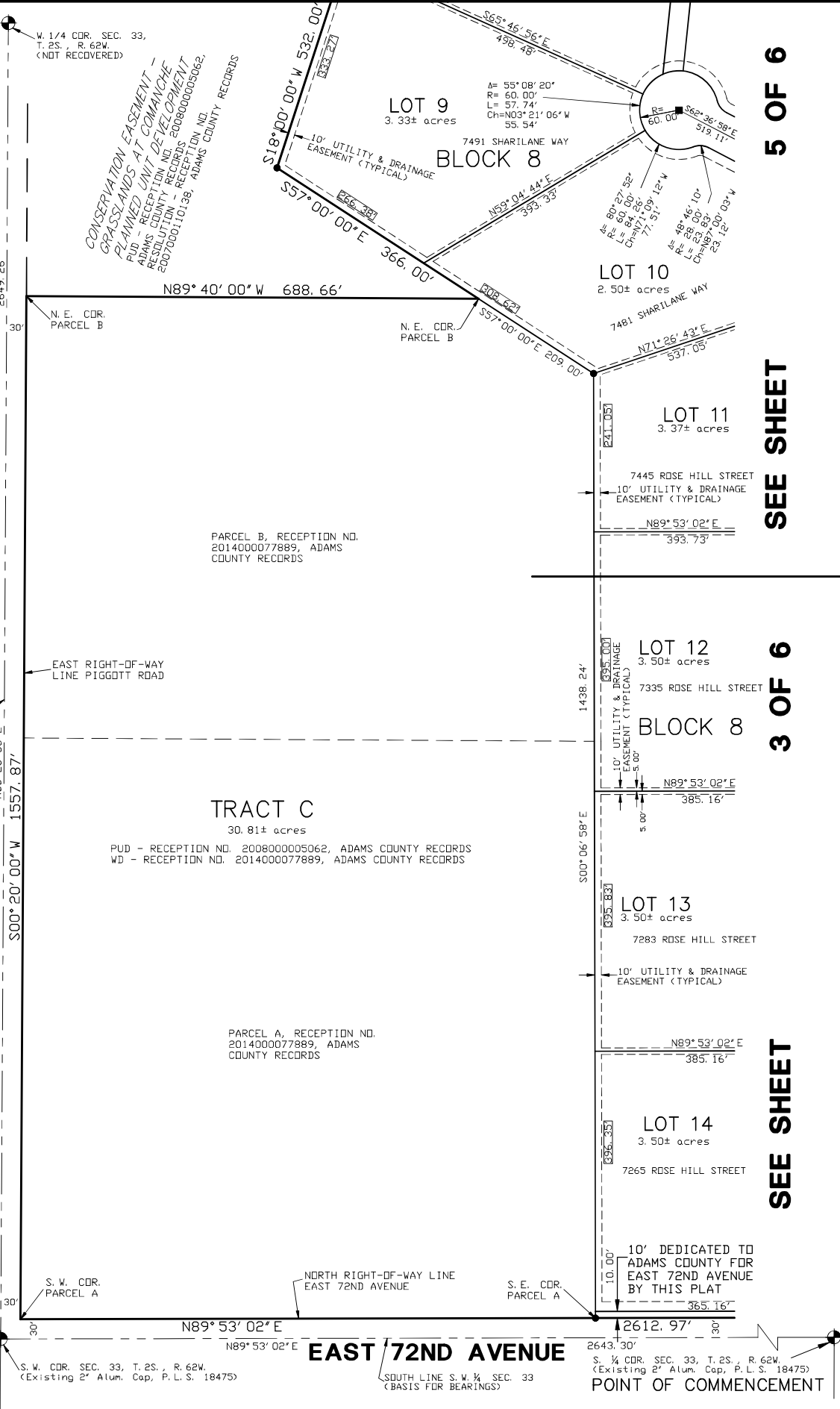
R. W. BAYER & ASSOCIATES, INC.
2090 East 104th Avenue, S-200
Thornton, Colorado 80233
303-482-4433 rwesurvey@ingehetna.com
CAD FILE: 21161-SR721101-SPE.DWG
Date Prepared: AUGUST 06, 2021



SCALE: 1"=100'

A.1

WEST LINE S. 1/4 SEC. 33
PIGGOTT ROAD (COUNTY ROAD 38N)



5 OF 6

SEE SHEET

3 OF 6

SEE SHEET

A.1

Community & Economic
Development Department
Development Services Division
www.adcogov.org



4430 South Adams County Parkway
1st Floor, Suite W2000B
Brighton, CO 80601-8218
PHONE 720.523.6800
FAX 720.523.6967

Development Review Team Comments- 1st Review

Date: October 13, 2021
Project Number: PLT2021-00027
Project Name: Grasslands at Comanche, Filing No. 5

Note to Applicant:

The following review comments and information from the Development Review Team is based on the information you submitted for the Major Subdivision Preliminary Plat Application. The Development Review Team review comments may change if you provide different information during a land use submittal/ building permit. Please contact the case manager if you have any questions.

Also, please note where “Section” is referenced, it is referring to the appropriate section of the Adams County Development Standards and Regulations.

Commenting Division: Development Services, Planning
Name of Reviewer: Layla Bajelan, Planner II- Long Range Planning
Email: LBajelan@adcogov.org / 720-523-6863

PLN01: Per the Grasslands at Comanche FDP, all lots are subject to the dimensional standards of the A-1 zone district, which include a minimum lot size of 2.5 acres and a minimum lot width of 150 feet if the parcel is serviced by public water and sewer. All lots appear to meet the minimum dimensional requirements

PLN02: Per the Grasslands at Comanche FDP, Filing No. 5 was supposed to contain the school site. The plat documents show the “A-2 zoned school site”, however it does not appear to be included in this plat. Please provide more information.

PLN03: The DWR has documented that the comments from a previous letter dated March 21, 2007 (copy enclosed) regarding the water supply for this subdivision still apply unless the Applicant has since amended the water demands or water supplies. If the Applicant has amended the water demands or water supplies such information should be provided to their office for further review.

PLN04: Block 8, Lot 3 will need a waiver from the subdivision design standards, as the lot to depth ratio appears to be more than or equal to 3:1. Please confirm that the lot width at the front setback line (30 feet into the property) is a minimum of 150 feet in width.

PLN05: Block 8, Lot 8 and 9. Please confirm that the lot width at the front setback line (30 feet into the property) is a minimum of 150 feet in width.

A.1

PLN06: Please change all reference to tracts or outlots to be tracts for consistency. All public facilities will need to be within a tract.

Commenting Division: Development Services, Right-of-Way Agent

Name of Review: David Dittmer

Email: DDittmer@adcogov.org / 720-523-6811

ROW1: Need to provide ownership by vesting deed with the opening statement in the OWNERSHIP AND DEDICATION STATEMENT.

ROW2: Need to match the title verbatim in the Ownership and Dedication Statement

ROW3: Need to add Tracts and Outlots into dedication statement since they are used in the plat. Tract B does not need to be dedicated to the county as an easement, however, the Outlots do. WHERE IS OUTLOT B?

ROW3: Need to revise the signature block to include the name and title of the signatory

ROW4: Number plat notes sequentially

ROW5: Provide full name of HOA for ownership and maintenance issues concerning outlots A and B. Can complete this by a table or included in the current plat notes

ROW6: Please place lot addresses below the lot number and sq ft./ac information for clarity and consistency.

ROW7: Need note to prospective buyers concerning possible impact of oil and gas operations

ROW8: Revise acknowledgement block for the Planning Commission to read "CHAIR"

ROW9: Correct Sheet 2 to Read Sheet 2 of 5

ROW10: Add Case Number to the top right-hand corner of each sheet

ROW11: Provide limits of oil and gas operations pads on any sheet affected pursuant to lot boundary (250')

ROW12: Outlot A will not have an assigned address since it is the drainage easement. Remove from plat and provide location of Outlot B

ROW13: Provide match lines on all sheets affected

A.1

Commenting Division: Development Services, Engineering:

Name of Review: Greg Labrie, Senior Engineer

Email: GLabrie@adcogov.org / 720-523-6824

The Preliminary Plat should include the following:

ENG1. Label all streets/roads as public or public.

ENG2. The recordation information, names, locations, Rights-of-Way, existing widths of adjoining streets/roads and highways, proposed vacations of street/road Rights-of-Way, and the centerlines of existing streets/roads.

ENG3. The footprint of and planned disposition for existing buildings.

ENG4. The location of all major rock outcroppings and wooded areas.

ENG5. The location of mineral resource areas, old wells, natural hazard areas, areas containing or having significant impact upon historical, archaeological or paleontological resources.

ENG6. The approximate widths and locations of all existing or proposed easements.

ENG7. The location and ownership of Rights-of-Way and other rights of all irrigation ditches and laterals.

ENG8. All proposed and existing fire hydrant or cistern locations.

ENG9. A statement of the water source, including the well permit number and/or water court decree for any well or surface right to be used, and including an estimate of the total number of gallons per day of water system requirements when a distribution system is proposed.

ENG10. A statement of provisions for sewage collection/treatment, including the estimated total number of gallons per day of sewage to be treated when utilizing central sewage.

ENG11. A table of estimated data tabulating the following, when applicable:

- a. Number of lots.
- b. Size of smallest lot.
- c. Number of dwelling units.
- d. Population generated as determined by the Park and School Requirements
- e. Acreage of area to be subdivided.
- f. Acreage of public Right-of-Way.
- g. Acreage of public areas.
- h. Acreage of common area tracts.

ENG12: The engineering plans will be approved as part of EGR2021-00034. See the EGR case for more information.

A.1

Commenting Division: Environmental Programs

Name of Review: Greg Dean, Oil and Gas Liaison

Email. GDean@adcogov.org / 720-523-6991

ENV1: Per Section 4-11-02-03-03-05 of ACDS&R - on every final plat there shall be a dedicated well maintenance and workover setback around plugged and abandoned wells of 50-feet by 100-feet. No structures are allowed to be located within that setback and nothing can be built on top of the abandoned well. Must denote these on the final plat. See ACDS&R for further information and requirements regarding setbacks to existing oil and gas wells/sites.

ENV2: The abandoned well must be located in the center of the setback and there shall be public ingress and egress to the setback of a least 20-feet.

ENV3: Remove reference to potential "future well site" from the final plat. There are no pending or permitted but undrilled oil and gas facilities in the plat area. The plat should only show existing and abandoned oil and gas facilities.

ENV4: See ACDS&R, specifically Section 4-11-02-03-03-03 regarding setbacks from new oil and gas facilities from existing or platted residential development and school or future school facilities.

Commenting Division: Building Safety Division, Chief Building Official

Name of Review: Justin Blair

Email. JBlair@adcogov.org / 720-523-6843

No Comment

Community & Economic
Development Department
www.adcogov.org



4430 South Adams County Parkway
1st Floor, Suite W2000B
Brighton, CO 80601-8218
PHONE 720.523.6880
FAX 720.523.6967
EMAIL: epermitcenter@adcogov.org

Development Review Team Comments

Date: 6/3/2022

Project Number: PRC2022-00004

Project Name: Grasslands At Comanche - Filing No. 5

Commenting Division: Planner Review

Name of Reviewer: Layla Bajelan

Date: 06/03/2022

Email:

Resubmittal Required

PLN01: Applicant has applied for a Minor PUD Amendment to allow for lot widths to be less than the required 150 feet for the A-1 zone district.

PLN02: Applicant has included the school site, but the school site has both Parcel A and B designation and Tract C. Please explain.

PLN03: The Division of Water Resources is still requesting additional information. We are not able to move this case forward until the DWR signs off that the proposed development has a 300-year water supply.

PLN04: Applicant has applied for the Waiver to allow lots that have a lot to depth ratio greater than 3:1. Staff has no concerns with the Waiver, but the BoCC will have final approval.

PLN05: Applicant has satisfied the TCHD requirements.

Commenting Division: Planner Review

Name of Reviewer: Layla Bajelan

Date: 06/01/2022

Email:

Resubmittal Required

Planning Comments are in documents tab

Commenting Division: ROW Review

Name of Reviewer: David Dittmer

Date: 05/13/2022

Email:

Resubmittal Required

Plat Notes Filing No. 5

ROW1: Add: GRASSLANDS AT COMANCHE, LLC below the date line and above the signatory line.

ROW2: The owner of Grasslands at Comanche, LLC cannot execute for the school district. The district will need to execute as the owner of TRACT C. Print the name of the signatory for the district under the signature line, and provide typed information..

ROW3: Preliminary Plats do not get recorded. Remove recording information from the plat. It will need the Planning Commission, Board of County Commissioners, and County Attorney that will acknowledge the plat.

ROW4: Provide acceptance blocks on the Final Plat for the Board of County Commissioners, the County Attorney, and the Clerk and Recorder. format accordingly; Surveyor, Board, Attorney, C&R (Planning Commission does not hear the final plat)

ROW5: A Title Report must be provided for review prior to submission of Final Plat, dated within 30 days of the Preliminary Plats date of acceptance. Final plat will not be approved without this provided.

ROW6: Provide key to match lines Sheet 2

ROW9: If any discrepancy between deeded, measured, and record legal description, provide these notes.

ROW10: Provide correct acknowledgement for the School District and provide typed information as to name and acting superintendent or however the District has titled the person.

ROW11: Typo Note 2 - Should be Rear?

ROW12: Review comments provided on Plat.

PRE Review Notes:

ROW1: None

A.1

Commenting Division: Development Engineering Review

Name of Reviewer: Steve Krawczyk

Date: 05/03/2022

Email:

Complete

ENG1. A table of estimated data tabulating the following, when applicable:

a. Call out the Size of the smallest lot.

ENG2: The plat table has 19 lots listed. The plat only shows 14. The table needs to be updated.

ENG3: Label all private access to open space on the preliminary plat. Tract B is not correctly labeled and called out as a second Tract A.

ENG4: Add a note that Tract C is to be Combined two parcels owned by the Strasburg School District. Note that this Tract shall be maintained by the School District its successors or assigns, until such time as the maintenance obligation is transferred to another School District.

ENG5: The engineering plans will be approved as part of EGR2021-00034. See the EGR case for more information.

Commenting Division: Neighborhood Services Review

Name of Reviewer: Gail Moon

Date: 04/28/2022

Email: gmoon@adcogov.org

Complete

There are no OPEN violations at this location at this time. NO COMMENT

Commenting Division: Parks Review

Name of Reviewer: Aaron Clark

Date: 04/27/2022

Email: aclark@adcogov.org

Complete

A.1

Commenting Division: Addressing Review

Name of Reviewer: David Dittmer

Date: 04/20/2022

Email:

Complete

Addressing completed as shown on Preliminary Plat for PLT2021-00027. Blk 9, Lot 13 needs to assigned 7283 Rose Hill Street

Commenting Division: Economic Development Review

Name of Reviewer: Ferdinand Rouse

Date: 04/14/2022

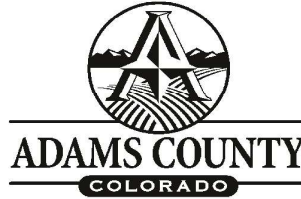
Email:

Complete

Supportive of housing development in Eastern Adams County that meet design standards, regulations, and county future goals.

A.1

Community & Economic
Development Department
www.adcogov.org



4430 South Adams County Parkway
1st Floor, Suite W2000B
Brighton, CO 80601-8218
PHONE 720.523.6880
FAX 720.523.6967
EMAIL: epermitcenter@adcogov.org

Development Review Team Comments

Date: 8/25/2022

Project Number: PRC2022-00004

Project Name: Grasslands At Comanche - Filing No. 5

Commenting Division: Plan Coordination 2nd Review

Name of Reviewer: Layla Bajelan

Date: 08/25/2022

Email:

Resubmittal Required

Commenting Division: Planner Review 2nd Review

Name of Reviewer: Layla Bajelan

Date: 08/25/2022

Email:

Resubmittal Required

PLN01: Planning Review pending approval of the Minor PUD Amendment for lot width

A.1

Commenting Division: Development Engineering Review 2nd Review

Name of Reviewer: Steve Krawczyk

Date: 08/23/2022

Email:

Resubmittal Required

ENG1: Add a note that Tract C is to be Combined two parcels owned by the Strasburg School District. Note that this Tract shall be maintained by the School District its successors or assigns, until such time as the maintenance obligation is transferred to another School District.

ENG2: The engineering plans will be approved as part of EGR2021-00034. See the EGR case for more information.

Commenting Division: ROW Review 2nd Review

Name of Reviewer: David Dittmer

Date: 08/17/2022

Email:

Resubmittal Required

ROW1: Need to provide the Title Commitment as cited, dated 6/3/2022 to verify legal as provided one dated 7/28/2021. The legal on the plat must match that of the title commitment verbatim as this is what they are insuring.

ROW2: Provide note or statement as to 34' area shown affecting Lot 3, Block 8 on sheets 4 and 5.

Commenting Division: Application Intake 2nd Review

Name of Reviewer: Marki Chavez

Date: 08/04/2022

Email:

Complete

Commenting Division: Planner Review

Name of Reviewer: Layla Bajelan

Date: 06/01/2022

Email:

Resubmittal Required

Planning Comments are in documents tab

A.1

From: [Rick Reigenborn](#)
To: [Layla Bajelan](#)
Subject: RE: Request for Comments- PLT2021-00027; Grasslands at Comanche, Filing No.5
Date: Monday, September 20, 2021 11:17:49 AM
Attachments: [image001.wmz](#)
[image003.png](#)

At this time the Sheriff's Office isn't opposed to the request, it should be noted that there is a potential request for FTE's to handle the additional call load for the Sheriff's Office.

Richard A. Reigenborn
Sheriff
Adams County Sheriff's Office
4430 S. Adams County Parkway,
1st Floor, Suite W5400
Brighton, CO 80601
303-655-3218 | RReigenborn@adcogov.org

Character • Integrity • Transparency

From: Layla Bajelan
Sent: Friday, September 17, 2021 3:42 PM
To: Layla Bajelan <LBajelan@adcogov.org>
Subject: Request for Comments- PLT2021-00027; Grasslands at Comanche, Filing No.5

Request for Comments

September 17th, 2021

Case Name: Grasslands At Comanche - Filing No. 5
Case Number: PLT2021-00027

The Adams County Planning Commission is requesting comments on the following application: Major Subdivision Preliminary Plat to create 19 residential lots within the Grasslands at Comanche Planned Unit Development. The Assessor's Parcel Number is 0173133300010.

Applicant Information: Dave Rebol
Grasslands at Comanche LLC.
412 West Platte St.
Fort Morgan, Colorado 80701



COLORADO

Parks and Wildlife

Department of Natural Resources

Northeast Regional Office
6060 Broadway
Denver, CO 80216
P 303.291.7227

September 30, 2021

Layla Bajelan
Adams County Community and Economic Development
4430 S Adams County Pkwy
Suite W2000B
Brighton, CO 80601

RE: Grasslands at Comanche Filing No. 5 (PLT2021-00027)

Dear Layla Bajelan:

Thank you for the opportunity to comment on the proposed Grasslands at Comanche residential development. The mission of Colorado Parks and Wildlife (CPW) is to perpetuate the wildlife resources of the State, to provide a quality state park system, and to provide enjoyable and sustainable outdoor recreation opportunities that educate and inspire current and future generations to serve as stewards of Colorado's natural resources. Our goal in responding to land use proposals such as this is to provide complete, consistent, and timely information to all entities who request comment on matters within our statutory authority.

District Wildlife Manager Hannah Posey recently analyzed the proposed development site. The development plan is for an 87.87-acre site, 19 acreage lots on the northeast corner of 72nd Avenue and Piggott Mile Road, Strasburg, Colorado (SW1/4 Sec 33 T2S R62W 6th PM). This currently undeveloped land consists primarily of open space in between two riparian areas (Wolf Creek and Comanche Creek), with residential lots just east of the proposed site. CPW would expect to find small ground-dwelling mammals, small birds, raptors, red fox, raccoons, and coyotes. There is high potential for larger mammals, such as deer, to visit the site, as the site is south and west of winter range habitat for mule deer.

Prairie Dogs and Burrowing Owls

If a prairie dog colony is discovered within the project area, the potential may also exist for the presence of burrowing owls. Burrowing owls live on flat, treeless land with short vegetation, and nest underground in burrows dug by prairie dogs, badgers, and foxes. Burrowing owls are classified as a state threatened species and are protected by both state and federal laws, including the Migratory Bird Treaty Act. These laws prohibit the killing of burrowing owls or disturbance of their nests. Therefore, if any earth-moving will begin between March 15th and August 31st, a burrowing owl survey should be performed. Guidelines for performing a burrowing owl survey can be obtained from your local District Wildlife Manager.



Mule Deer

The project site is surrounded by high priority habitat, in which CPW will strongly advocate for seasonal restrictions or mitigation. There are riparian areas on either side, which provides habitat for a variety of wildlife species. Mule deer use these riparian areas as movement corridors. There is mule deer winter range habitat surrounding the site and on the conservation easement north of the property. Although the project area will not run directly through this high priority habitat, it is important to note that loss of open spaces and cumulative loss of natural areas will significantly degrade the overall quality of wildlife habitat in the area.

Thank you again for the opportunity to comment on the proposed Grasslands at Comanche Creek development in Strasburg. Please do not hesitate to contact us about ways to continue managing the property in order to maximize wildlife value while minimizing potential conflicts. If you have any further questions, please contact District Wildlife Manager Hannah Posey at (303) 291-7132 or hannah.posey@state.co.us.

Sincerely,



Matt Martinez
Area Wildlife Manager

Cc: M. Leslie, S. Schaller, H. Posey

COLORADO GEOLOGICAL SURVEY

1801 Moly Road
Golden, Colorado 80401



Karen Berry
State Geologist

October 11, 2021

Layla Bajelan
Adams County Community & Economic Development
4430 S. Adams County Parkway, Suite W2000A
Brighton, CO 80601

Location:
SW¼ Section 33,
T2S, R62W of the 6th P.M.
39.8298, -104.3324

Subject: Grasslands at Comanche – Filing No. 5
Project Number PLT2021-00027; Adams County, CO; CGS Unique No. AD-22-0027-1

Dear Layla:

Colorado Geological Survey has reviewed the Grasslands at Comanche Filing No. 5 Major Subdivision Preliminary Plat referral. I understand the applicant proposes 19 residential lots within the Grasslands at Comanche PUD.

CGS reviewed the Grasslands at Comanche PUD, including a soils report (Judith Hamilton, May 5, 2005), in 2005. The site does not contain steep slopes, is not undermined, and no geologic hazards are known or suspected to be present that would preclude the proposed residential use and density. **CGS therefore has no objection to plat approval.**

Mineral resource potential. According to the Atlas of Sand, Gravel, and Quarry Aggregate Resources, Colorado Front Range Counties (Schwochow et al, Colorado Geological Survey Special Publications 5-A, Plate 2, and 5-B, Roper School Quadrangle, 1974), most of the Grasslands at Comanche Filing 5 property is within a mapped E4 (wind-deposited sand, unevaluated but “probable aggregate”) resource area. The NRCS Soil Survey for Adams County rates the site soils as “Fair” and “Poor” sources of sand.

A determination of whether the property contains an economically viable mineral resource is outside the scope of CGS review. A site-specific investigation would be required to verify the presence or absence of a mineral resource. However, the site’s relatively remote location and the marginal quality of the resource (due to high fines content) likely preclude economic extraction.

Potential development constraints that will need to be addressed on an individual lot basis, prior to building permit application, include:

Collapsible soils. The site is underlain by relatively low density, low strength, eolian (wind-deposited) silts, clays and sands. Some of the soils are calcareous. Eolian soils, especially those containing soluble calcareous minerals, tend to be loose, fine-grained, and hydrocompactive, meaning they can lose strength, settle, compress, or collapse when water infiltrates the soils. Thick columns of compressible or collapsible soils can result in significant settlement and structural damage. Alternatively, clay minerals and clayey pockets within the surficial soils may exhibit structurally damaging volume changes (shrink-swell) in response to changes in water content. Potentially highly expansive Denver Formation claystones and shales are present at unknown depths beneath the surficial soils. If claystone layers capable of producing

A.1

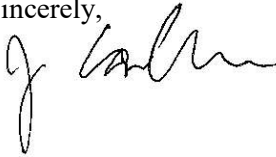
Layla Bajelan
October 11, 2021
Page 2 of 2

high swell pressures are present within a few feet of foundation bearing depths, they can cause structural damage if not properly characterized and mitigated.

Lot-specific geotechnical investigations consisting of drilling, sampling, lab testing and analysis will be needed, once building locations have been finalized and prior to issuance of building permits, to: determine the thickness and extent to which the soils beneath each proposed home are subject to collapse under loading and/or wetting; characterize soil and bedrock engineering properties such as density, strength, water content, swell/consolidation potential and bearing capacity; determine depths to groundwater, bedrock, and any impermeable layers that might lead to development of a perched water condition; verify the feasibility of full-depth basements, if planned; and provide earthwork, foundation, floor system, subsurface drainage, and pavement recommendations for design purposes. It is imperative that grading, surface drainage, and subsurface drainage are correctly designed, constructed and maintained to prevent wetting of potentially collapsible soils in the immediate vicinity of foundation elements.

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". The signature is fluid and cursive, with a large initial "J" and "C".

Jill Carlson, C.E.G.
Engineering Geologist

A.1

From: [Brooks Kaufman](#)
To: [Layla Bajelan](#)
Subject: RE: Request for Comments- PLT2021-00027; Grasslands at Comanche, Filing No.5
Date: Friday, October 1, 2021 9:58:11 AM
Attachments: [image001.png](#)
[image002.png](#)
[image004.png](#)
[image007.png](#)
[image008.png](#)
[image009.png](#)

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

Dear Mrs. Bajelan

CORE has no comments, the applicant provide the easements as required for the development.

Respectfully

Brooks Kaufman

Lands and Rights of Way Manager

800.332.9540 MAIN
720.733.5493 DIRECT
303.912.0765 MOBILE

IREA is now **CORE Electric Cooperative**. Learn more at www.core.coop.



From: Layla Bajelan <LBajelan@adcogov.org>
Sent: Friday, September 17, 2021 3:42 PM
To: Layla Bajelan <LBajelan@adcogov.org>
Subject: Request for Comments- PLT2021-00027; Grasslands at Comanche, Filing No.5

CAUTION:

This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Request for Comments



COLORADO
Division of Water Resources
Department of Natural Resources

September 30, 2021

Layla Bajelan, Long Range Planner II
Adams County Department of Community and Economic Development
LBajelan@adcogov.org

RE: Grasslands at Comanche, 5th Filing, PLT2021-00027
SW1/4 of Section 33, T2S, R62W, 6th P.M.
Water Division 8, Water District 1
Kiowa-Bijou Designated Basin

Dear Layla Bajelan:

We have reviewed your September 29, 2021 submittal concerning the above referenced proposal for the development of 87.87 acres into 19 residential lots located within the Grasslands at Comanche subdivision.

A Water Supply Information Summary Sheet or water supply plan report was not submitted therefore, the water supply demand and proposed uses for this filing are unknown. However, this office previously commented on the Grasslands at Comanche subdivision in our letter dated March 21, 2007. Therefore, please refer to our letter dated March 21, 2007 concerning the proposal for a subdivision of a 402.2-acre parcel into 119 residential lots, and other future associated facilities consisting of a school and a firehouse.

As mentioned above the 87.87 acres are located within the Grassland of Comanche Subdivision, therefore the comments from our previous letter dated March 21, 2007 (copy enclosed) regarding the water supply for this subdivision still apply unless the Applicant has since amended the water demands or water supplies. If the Applicant has amended the water demands or water supplies such information should be provided to our office for further review.

If you, or the applicant, have any questions, please contact Ioana Comaniciu at 303-866-3581 ext. 8246.

Sincerely,

A handwritten signature in blue ink that reads "Joanna Williams".

Joanna Williams, P.E.
Water Resource Engineer

Attachment: March 21, 2007 letter

Ec: Subdivision file: 28886



STATE OF COLORADO

OFFICE OF THE STATE ENGINEER

Division of Water Resources
Department of Natural Resources

1313 Sherman Street, Room 818
Denver, Colorado 80203
Phone (303) 866-3581
FAX (303) 866-3589

<http://www.water.state.co.us>

March 21, 2007

Chris LaRue
Adams County Planning and Development Department
12200 Pecos St.
Westminster, CO 80234

RE: **The Grasslands at Comanche – PRJ2007-00004**
Section 33, T2S, R62W, 6th P.M.
Kiowa-Bijou Designated Ground Water Basin
Water Division 1, Water District 1

Dear Mr. LaRue:

We have reviewed your January 23, 2007 submittal in conjunction with amendments from the applicant dated March 15, 2007, concerning the above referenced proposal to subdivide 402.2 acres into 119 residential lots, and other future associated facilities consisting of a school and a firehouse. In light of the applicant's approved replacement plan, this response modifies our previous position stated in our letters dated July 18, 2005 through July 25, 2006.

Water Supply Demand

According to the current submittal, the estimated water requirements total 61.55 acre-feet annually. This estimated amount covers two categories of lots each with their own specific water requirement, which are as follows:

1. "Area A" lots, which according to the plat map are those lots associated with Filing 5. The water supply plan would support all 18 lots shown. The proposed annual water demand for these 18 lots (operating independently of the replacement plan) totals 9.9 acre-feet, or 0.55 acre-feet per lot. This breaks down to 0.30 acre-feet for in house use and 0.25 acre-feet/year for irrigation of up to 3,900 square feet of home gardens and lawns.
2. "Area B" lots, which, according to the plat map, would occur in the area of Filings 1 through 4. Of the 102 lots occurring in the east half of Section 33, the water supply plan provides for 101 lots. The one remaining lot (Lot 1, Block 6, Filing 2) is not covered in this water supply plan, and is the future garage sight of the volunteer fire department. The proposed annual water demand totals 45.45 acre-feet, or 0.45 acre-feet per lot. This breaks down to 0.30 acre-feet for in house use and 0.15 acre-feet for irrigation of up to 2,300 square-feet of home gardens and lawns.

The estimated demand for the school is 6.20 acre-feet per year. The proposal contains no estimate of water demand for the lot anticipated to contain fire department. An existing irrigation well may be re-permitted for fire station use. In all of the above mentioned 101 Area B

residential lots, waste water disposal must occur through individual on-lot septic systems as required by the applicant's replacement plan.

Source of Water Supply

The proposed source of water for the entire subdivision consists of using an Arapahoe and a Laramie-Fox Hills aquifer allocation pursuant to Determinations of Water Right Nos. 601-BD and 600-BD. Because the Arapahoe aquifer allocation under 601-BD is effectively divided by two differing not-nontributary classifications, the portion of the allocation serving the above-mentioned Area B, Lots must be operated under a Commission approved replacement plan. The applicant proposes several for source of water supply for a three hundred year period. These sources are detailed as follows:

1. For all 18 of the Area A Lots (Filing 5, Block 8, lots 1-13 and Block 9, lots 1-5), the proposed source of water for **all uses**, for a 300-year period, will be provided by individual on-lot wells producing from the not-nontributary Arapahoe aquifer (requiring 4% return flows) pursuant to Determination of Water Right No. 601-BD. Pumping will not exceed 0.55 acre-feet/yr per lot for a total of 9.9 acre-feet/yr.
2. For years 1 through 100, all 101 Area B Lots (Filings 1 through 4, Block 1 - lots 1-14, Block 2 - lots 1-7, Block 3 - lots 1-6, Block 4 - lots 1-27, Block 5 - 1-24, Block 6 - lots 2-17 and Block 7 - lots 1-7), the proposed source of water for **all uses** will be provided by individual on-lot wells producing from the not-nontributary Arapahoe aquifer (operating under the replacement plan for Determination of Water Right 601-BD). Pumping will not exceed 0.45 acre-feet/yr per lot for a total of 45.45 acre-feet/yr.
3. For Years 101 through 300, for 69 of the 101 Area B Lots, the proposed source of water for **all uses** will be provided by individual on-lot wells producing from the nontributary Laramie-Fox Hills aquifer pursuant to Determination of Water Right 600-BD, pumping will not exceed 0.45 acre-feet/yr per lot for a total of 31.05 acre-feet/yr.
4. For Years 101 through 300, for the remaining 32 Area B Lots, the proposed source of water for **in-house use only** is individual on lot wells producing from the nontributary Laramie-Fox Hills aquifer pursuant to Determination of Water Right 600-BD. Irrigation needs will be provided by an individual well located in Area A, producing not-nontributary (4%) water from the Arapahoe aquifer pursuant to Determination of Water Right No. 601-BD. Pumping for in-house use only will not exceed 0.3 acre-feet/yr for all Laramie-Fox Hills wells, totaling 9.6 acre-feet/yr. Pumping for irrigation needs, supplied by the individual Area A well, will not exceed 0.15 acre-feet/yr for the 32 Area B Lots, totaling 4.8 acre-feet.
5. Approximately 1,860 acre-feet of Arapahoe aquifer ground water (equivalent to 6.20 acre-feet per year for 300 years), pursuant to 601-BD (from Area A) will be reserved for use in a school.
6. The submittals mention a potential water supply for the lot (Lot 1, Block 6, Filing 2) that would require approval for a change of use on an irrigation well, where the fire department is anticipated to be located. However, the irrigation well can not be viewed as a viable source of water until the change of use is approved. Any approval of this subdivision should restrict this lot to uses that have no water demand until an acceptable source of water is approved or obtained.

The allowed average annual amount of withdrawal provided for in Determination of Water Right No. 601-BD, for that portion of the allocation that can be used independent of a replacement plan (Area A), is 57.9 acre-feet. The allowed average annual amount of withdrawal allowed for in Determination of Water Right No. 601-BD for the remaining portion of the allocation is 112 acre-feet. The replacement plan approved for Determination of Water Right 601-BD allows for an average diversion of 47.65 acre-feet annually for a maximum of 100 years. The allowed average annual amount of withdrawal provided for in Determination of Water Right No. 600-BD is 81.5 acre-feet. The subdivision lies within the allowed place of use for Determinations of Water Right Nos. 600-BD and 601-BD, and the proposed uses are uses allowed by those Determinations and the replacement plan.

The proposed source of water for this subdivision is a bedrock aquifer in the Denver Basin. The State Engineer's Office does not have evidence regarding the length of time for which this source will be a physically and economically viable source of water. According to 37-90-107(7)(a), C.R.S., "Permits issued pursuant to this subsection (7) shall allow withdrawals on the basis of an aquifer life of 100 years." Based on this allocation approach, the annual amounts of water determined in 600-BD and 601-BD are equal to one percent of the total amount, as determined by rule 5.3.2.1 of the Designated Basin Rules, 2 CCR 410-1. Therefore, the water may be withdrawn in those annual amounts for a maximum of 100 years.

In the *Adams County Development Standards and Regulations*, Effective April 15, 2002, Section 5-04-05-06-04 states:

"Prior to platting, the developer shall demonstrate that...the water supply is dependable in quantity and quality based on a minimum useful life of three-hundred (300) years. A minimum 300-year useful life means the water supply from both a static and dynamic basis will be viable for a minimum 300-year period. The static analysis shall include evaluation of the volume of water that is appropriate for the proposed subdivision. The dynamic analysis shall evaluate whether the appropriate water supply is sustainable for three-hundred (300) years, giving consideration to the location and extent of the aquifer, as well as impacts caused by both current and future pumping by others from the aquifer."

The State Engineer's Office does not have evidence regarding the length of time for which this source will be "dependable in quantity and quality." However, treating Adams County's requirement as an allocation approach based on three hundred years, the allowed average annual amount of withdrawal of 57.9 acre-feet/year and 129.15 acre-feet/year (47.65 acre-feet/yr + 81.5 acre-feet/yr) would be reduced to one third of that amount, or 19.3 acre-feet/year and 42.8, which is sufficient to meet the annual demand for this subdivision as proposed. As a result, the water may be withdrawn in that annual amount for a maximum of 300 years. The State Engineer's Office has no comment on the quality of the water supply or the required 'dynamic analysis' to evaluate whether the appropriate water supply is sustainable for three hundred years.

Applications for on lot well permits, submitted by an entity other than the current water right holder (Holly Investment Company.), must include evidence that the applicant has acquired the right to the portion of water being requested on the application. That evidence should include an indication, both explicitly and by identification of the amounts of water, which of the four sources listed on page 2 will be used by that individual lot.

Chris LaRue
March 21, 2007

State Engineer's Office Opinion

Based upon the above and pursuant to Section 30-28-136(1)(h)(I), C.R.S., subject to restricting the fire department lot to uses that have no water demand, it is our opinion that the proposed water supply is adequate and can be provided without causing injury to decreed water rights.

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 currently physically available, based on current estimated aquifer 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, according to the statutory **allocation** approach, for the proposed uses on the subdivided land is greater than the annual amount of water required to supply existing water commitments and the demands of the proposed subdivision.

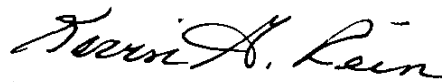
Our opinion is qualified by the following:

The Ground Water Commission has retained jurisdiction over the final amount of water available pursuant to the above-referenced Determinations, pending actual geophysical data from the aquifer.

The amounts of water in the Denver Basin aquifer, and identified in this letter, are calculated based on estimated current aquifer conditions. For planning purposes the county should be aware that the economic life of a water supply based on wells in a given Denver Basin aquifer may be less than the 100 years (or 300 years) used for **allocation** due to anticipated water level declines. We recommend that the county determine whether it is appropriate to require development of renewable water resources for this subdivision to provide for a long-term water supply.

Should you have any questions, please contact Eric B. Thoman of this office.

Sincerely,



Kevin G. Rein, P.E.
Chief of Water Supply

KGR/EBT:Grasslands5.doc

cc: Jim Hall, Division 1
North K-B GWMD
Designated Basins
Records

**AMENDED
WATER SUPPLY PLAN
THE GRASSLANDS AT COMANCHE
SECTION 33, T2S, R62W, 6TH P.M.
ADAMS COUNTY, COLORADO**

March 15, 2007

RECEIVED

MAR 15 2007

WATER
STATE

Water supply will be from Arapahoe and Laramie-Fox Hills aquifers. Pumping periods from the aquifers will be different for Area A (greater than 1 mile from the subcrop) and Area B (within 1 mile of the Arapahoe subcrop underlying stream alluvium). Quantity of water in the Arapahoe aquifer underlying the land has been determined by the Colorado Ground Water Commission to be 5,794 acre-feet for Area A (213 acres) and 11,235 acre-feet for Area B (426.38 acres). On a 100-year basis, this is 57.9 acre-feet per year for Area A and 112 acre-feet for Area B (Water Right No. 601-BD). Quantity of water in the Laramie-Fox Hills aquifer underlying the land (639.38 acres) has been determined to be 8,152 acre-feet. On a 100-year basis, this is 81.5 acre-feet per year (Water Right No. 600-BD).

Area A

Water supply for the 18 lots in Area A will be from the Arapahoe aquifer. In this area, 4% of the water pumped must be returned to the shallow aquifer system. Stream depletions will be made up through return flows from irrigation. Annual water availability from the Arapahoe for Area A for this time period is 19.31 acre-feet (5,794 acre-feet/300 years). Annual water requirements for the residential lots in Area A are 0.3 acre-feet per lot for in-house use and .25 acre-feet per year for irrigation on 3900 square feet per lot, or a total of 9.9 acre-feet per year. The total water use from the Arapahoe for 300 years is 2,970 acre-feet.

Area B

Water supply for Area B (101 2-1/2-acre lots) for the first 100 years will be from individual wells in the Arapahoe aquifer. Water supply for years 101-300 for in-house use and for irrigation use on some of the lots will be from individual Laramie-Fox Hills. Irrigation water for remaining lots will be from an Arapahoe well in Area A which will distribute water to these lots.

Arapahoe aquifer - Water usage from an individual Arapahoe well for each of the 101 2-1/2-acre lots in Area B will be limited to 0.45 acre-feet per lot per year. The total maximum pumped for these lots will be 45.45 acre-feet per year.

In Area B actual stream depletions from pumping the Arapahoe must be made up. Stream depletions will be made up through return flows from irrigation and leaching fields, based on the replacement plan approved by the Ground Water Commission on January 9, 2007. Each well's required replacement obligation will be supplied by its own return flows. Replacements will be required even if pumping for in-house use from that

MAR 15 2007

WATER RESOURCES
STATE ENGINEER
COLD

well ceases within the 100-year period. Such replacements will be supplied by continued pumping of the well for replacement purposes unless an amended or alternate replacement plan is approved.

Permanent records of all Arapahoe wells will be maintained and updated annually. The information will include a listing of all well permits issued and wells constructed pursuant to the replacement plan, the annual and cumulative amounts of water diverted by each individual well and by all wells in total, information on whether each individual well is serving an occupied dwelling and irrigated landscaping, and if the latter, the amount of land being irrigated, and the return flows occurring from use of each well, assuming 90% return for in-house use and 15% return for irrigation. A property owners' association shall be formed to assure operation of the replacement plan, and each lot owner shall be required to be a member of the association. The association shall be responsible for the operation of the plan, shall prepare all notices and required reports and provide them to the Ground Water Commission, and shall assure that replacement water is provided to the alluvium on an annual bases, as required by the replacement plan. The association shall also record and maintain permanent records of all totalizing flow meter readings and other required data.

Laramie-Fox Hills - Water requirements for Area B for years 101-300 for in-house use for 101 lots at 0.3 acre-feet per lot per year are 30.3 acre-feet per year, or a total of 6060 acre-feet for the 200 years. Water availability from the Laramie-Fox Hills for the entire property is 8152 acre-feet; thus 2092 acre-feet remain for irrigation, or 10.45 acre-feet per year for 200 years. At irrigation requirements of 0.15 per lot per year for the 2-1/2-acre lots, 69 lots could be supplied. The remaining 322 1/2-acre lots would require 4.8 acre-feet per year, or a total 960 acre-feet for 200 years. This will be supplied from an Arapahoe well in Area A which will distribute water to these lots for irrigation purposes.

Other matters

A share of the water right, 601-BD shall be transferred to each lot owner, in an annual amount of 0.45 acre-feet each for the 101 2-1/2 acre lots and 0.55 acre-feet each for the 18 four to five acre lots.

Deed and covenant restrictions will be provided limiting area irrigated from individual wells to 2300 square feet per lot for the 101 2-1/2 acre lots and to 3900 square feet per lot for the 18 larger lots. The covenants shall include a description of the replacement plan and how the plan is to be administered. A copy of the Findings and Order for the Replacement Plan for Determination No. 601-BD will be recorded in the real property records of Adams County

Lot 1, Block 6, Filing 2 will be used to house fire trucks for a volunteer fire department. No water service will be provided to the buildings. An application will be made to convert existing alluvial well permit 134964 on this property, which presently is for domestic use, to exempt use for fire protection only.

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Eighteen hundred sixty acre-feet (1860 A-ft) of Arapahoe water in Area A will be transferred to the school site if and when a school is built on the site.

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JAN 29 2007

WATER SUPPLY PLAN
THE GRASSLANDS AT COMANCHE
SECTION 33, T2S, R62W, 6TH P.M.
ADAMS COUNTY, COLORADO

WATER RESOURCES
STATE ENGINEER
COLO.

January 17, 2007

Water supply will be from Arapahoe and Laramie-Fox Hills aquifers. Pumping periods from the aquifers will be different for Area A (greater than 1 mile from the subcrop) and Area B (within 1 mile of the Arapahoe subcrop underlying stream alluvium). Quantity of water in the Arapahoe aquifer underlying the land has been determined by the Colorado Ground Water Commission to be 5,794 acre-feet for Area A (213 acres) and 11,235 acre-feet for Area B (426.38 acres). On a 100-year basis, this is 57.9 acre-feet per year for Area A and 112 acre-feet for Area B (Water Right No. 601-BD). Quantity of water in the Laramie-Fox Hills aquifer underlying the land (639.38 acres) has been determined to be 8,152 acre-feet. On a 100-year basis, this is 81.5 acre-feet per year (Water Right No. 600-BD).

Area A

Water supply for the 14 lots in Area A will be from the Arapahoe aquifer. In this area, 4% of the water pumped must be returned to the shallow aquifer system. Stream depletions will be made up through return flows from irrigation. Annual water availability from the Arapahoe for Area A for this time period is 19.31 acre-feet (5,794 acre-feet/300 years). Annual water requirements for the residential lots in Area A are 0.3 acre-feet per lot for in-house use and .25 acre-feet per year for irrigation on 5000 square feet per lot, or a total of 7.7 acre-feet per year. The total water use from the Arapahoe for 300 years is 2,310 acre-feet.

14 Lots
Ka well
300 years
Tot 7.7 AF/yr
5000 sq ft
[0.3 Hs, 0.25 Irr]

Area B

Water supply for Area B (101 2-1/2-acre lots and four 5-acre lots) for the first 100 years will be from individual wells in the Arapahoe aquifer. Water supply for years 101-300 for in-house use and for irrigation use on some of the lots will be from individual Laramie-Fox Hills. Irrigation water for remaining lots will be from an Arapahoe well in Area A which will distribute water to these lots.

25 Ac
[101 + 5]
105-Lots
100 yrs
Ka wells
200 yr + beyond
= KLF wells

Arapahoe aquifer - Water usage from an individual Arapahoe well for each of the 101 2-1/2-acre lots in Area B will be limited to 0.45 acre-feet per lot per year. The total maximum pumped for these lots will be 45.45 acre-feet per year. Water supply from an Arapahoe well for each of the 4 four-to-five-acre lots will be limited to 0.55 acre-feet per year, or a total of 2.2 acre-feet per year. Thus estimated maximum total annual usage from the Arapahoe for Area B is 47.65 acre-feet.

101 Lots
0.45 AF/yr/lot
Tot = 45.45
4 Lots
0.55 AF/yr
Tot 2.2 AF/yr

In Area B actual stream depletions from pumping the Arapahoe must be made up. Stream depletions will be made up through return flows from irrigation and leaching

fields, based on the replacement plan approved by the Ground Water Commission on January 9, 2007. Each well's required replacement obligation will be supplied by its own return flows. Replacements will be required even if pumping for in-house use from that well ceases within the 100-year period. Such replacements will be supplied by continued pumping of the well for replacement purposes unless an amended or alternate replacement plan is approved.

Permanent records of all Arapahoe wells will be maintained and updated annually. The information will include a listing of all well permits issued and wells constructed pursuant to the replacement plan, the annual and cumulative amounts of water diverted by each individual well and by all wells in total, information on whether each individual well is serving an occupied dwelling and irrigated landscaping, and if the latter, the amount of land being irrigated, and the return flows occurring from use of each well, assuming 90% return for in-house use and 15% return for irrigation. A property owners' association shall be formed to assure operation of the replacement plan, and each lot owner shall be required to be a member of the association. The association shall be responsible for the operation of the plan, shall prepare all notices and required reports and provide them to the Ground Water Commission, and shall assure that replacement water is provided to the alluvium on an annual bases, as required by the replacement plan. The association shall also record and maintain permanent records of all totalizing flow meter readings and other required data.

Laramie-Fox Hills - Water requirements for Area B for years 101-300 for in-house use for 105 lots at 0.3 acre-feet per lot per year are 31.5 acre-feet per year, or a total of 6300 acre-feet for the 200 years. Water availability from the Laramie-Fox Hills for the entire property is 8152 acre-feet; thus 1852 acre-feet remain for irrigation, or 9.26 acre-feet per year for 200 years. At irrigation requirements of 0.15 per lot per year for the 2-1/2- acre lots, 61 lots could be supplied. The remaining 50 2-1/2 -acre lots and the four 5-acre lots would require 8.5 acre-feet per year, or a total 1700 acre-feet for 200 years. This will be supplied from an Arapahoe well in Area A which will distribute water to these lots for irrigation purposes.

Other matters

A share of the water right, 601-BD shall be transferred to each lot owner, in an annual amount of 0.45 acre-feet each for the 101 2-1/2 acre lots and 0.55 acre-feet each for the 4 four to five acre lots.

Deed and covenant restrictions will be provided limiting area irrigated from individual wells to 3000 square feet per lot for the 101 2-1/2 acre lots and to 5000 square feet per lot for the 18 larger lots. The covenants shall include a description of the replacement plan and how the plan is to be administered. A copy of the Findings and Order for the Replacement Plan for Determination No. 601-BD will be recorded in the real property records of Adams County

STATE OF COLORADO

OFFICE OF THE STATE ENGINEER
 Division of Water Resources
 Department of Natural Resources

1313 Sherman Street, Room 818
 Denver, Colorado 80203
 Phone (303) 866-3581
 FAX (303) 866-3589

<http://www.water.state.co.us>

Holly Investment Company
 D/B/A Comanche Livestock Company
 PO Box 557
 Strasburg, CO 80136



January 10, 2007

Bill Ritter, Jr.
 Governor

Harris D. Sherman
 Executive Director

Hal D. Simpson, P.E.
 State Engineer

RE: Replacement Plan - Determination No. 601-BD

Dear Mr. Losh:

Enclosed is a copy of the Colorado Ground Water Commission's Findings and Order for a replacement plan to allow withdrawals from the Arapahoe aquifer in accordance with the conditions of Determination of Water Right No. 601-BD. This Findings and Order are the Commission's approval of your application for a replacement plan. This Order contains important information about your water right and should be reviewed and retained for your records.

Paragraphs 16 through 33 in the above Order represent the terms and conditions of the replacement plan.

As required in paragraph 31 of the Order, a copy of this document must be recorded by the applicant in the public records of the county – in which the claimed overlying land is located – so that a title examination of the overlying land described in the Order, or any part thereof, shall reveal this plan. A copy of this Findings and Order is enclosed for this purpose.

The allowed annual amount of withdrawal and uses for each well permitted under the plan are described in paragraphs 18 and 19 of the Order. Paragraph 26 requires that the applicant form a property owners association to assure operation of the plan. As mentioned in paragraph 27, to facilitate control of the subject water right by the lot owners in the future subdivision, and allow for each lot owner to obtain a well permit, the staff recommends that the applicant transfer an equally apportioned share of the water right and annual allocation amount to each lot owner.

The replacement plan must be fully operational and all required measuring devices must be in place and functioning prior to pumping of any wells permitted in accordance with the terms and conditions of the plan. If you have any questions, please call this office.

Sincerely,

Jay Bloomfield
 Designated Basins Branch

enclosures: a/s
 cc: North Kiowa Bijou GWMD
 Judith Hamilton

COLORADO GROUND WATER COMMISSION
FINDINGS AND ORDER

IN THE MATTER OF AN APPLICATION FOR REPLACEMENT PLAN TO ALLOW THE WITHDRAWAL OF GROUND WATER FROM THE ARAPAHOE AQUIFER IN THE KIOWA-BIJOU DESIGNATED GROUND WATER BASIN.

APPLICANT: HOLLY INVESTMENT COMPANY DBA COMANCHE LIVESTOCK COMPANY

REPLACEMENT PLAN - DETERMINATION OF WATER RIGHT NO. 601-BD

In compliance with Section 37-90-107.5, CRS, and the Designated Basin Rules, 2 CCR 410-1, Holly Investment Company DBA Comanche Livestock Company (referred to hereinafter as "applicant") submitted an application for a replacement plan to allow the withdrawal of ground water from the Arapahoe Aquifer in accordance with Determination of Water Right No. 601-BD.

FINDINGS

1. Pursuant to Section 37-90-107(7), CRS, in the Findings and Order dated December 15, 2004, the Ground Water Commission (hereinafter "Commission") approved a Determination of Water Right, No. 601-BD, for Holly Investment Company. In the Findings and Order, dated December 29, 2005, the Commission amended the allowed uses of 601-BD. This determination of water right allows the allocation of ground water from the Arapahoe Aquifer (hereinafter "aquifer"), underlying 639.38 acres, generally described as Section 33, Township 2 South, Range 62 West of the 6th Principal Meridian, in Adams County.
2. The allowed average annual amount of ground water to be withdrawn from the aquifer, in accordance with the conditions of the above determination of water right, shall not exceed 57.9 acre-feet for the not-nontributary (4% replacement) portion of the allocation and 112 acre-feet from the not-nontributary (actual impact replacement) portion of the allocation.
3. a. In accordance with Rule 5.3.6 of the Designated Basin Rules, the replacement water requirement status for the ground water in the aquifer underlying the above described 639.38 acre land area consists of two different requirements, which effectively divides the claimed land into two areas:

Area A - 213 acres, generally described as the westerly portion of the applicant's claimed overlying land area in Section 33, Township 2 South, Range 62 West of the 6th Principal Meridian.

Area B - 426.38 acres, generally described as the easterly portion of the applicant's claimed overlying land area in Section 33, Township 2 South, Range 62 West of the 6th Principal Meridian.

The replacement requirements for the two areas were determined to be as follows: not-nontributary (4% replacement) for Area A, and not-nontributary (actual impact replacement) for Area B. Withdrawal of ground water from the aquifer underlying Area B, a description of which is attached hereto as State's Exhibit A, would impact the Kiowa-Bijou Designated Ground Water Basin Alluvial Aquifer, which has been determined by the Commission to be over-appropriated.

- b. Commission approval of a replacement plan, providing for replacement of actual depletions to the Kiowa-Bijou Designated Ground Water Basin Alluvial Aquifer and adequate to prevent any material injury to existing water rights, is required prior to approval of well permits for wells that would withdraw the allocation of ground water from the aquifer underlying Area B, in accordance with the conditions of the subject determination of water right.
4. In accordance with Rule 5.3.6.2(C) of the Designated Basin Rules, the amount of replacement water shall provide for the replacement of depletions of alluvial water for the first 100 years due to all previous pumping - and if pumping continues beyond 100 years, shall replace actual impact until pumping ceases.
5. The above-described 639.38-acre land area is located within the boundaries of the Kiowa-Bijou Designated Ground Water Basin and within the North Kiowa-Bijou Ground Water Management District. The Commission has jurisdiction.
6. The subject application for replacement plan was received complete by the Commission on May 23, 2006.
7.
 - a. In accordance with Rule 5.6.1 of the Designated Basin Rules, the replacement plan must be adequate to prevent any material injury to water rights of other appropriators. More specifically, the applicant's plan must replace any depletions to the affected alluvial aquifers located within designated ground water basins and must prevent injury to the rights of appropriators that are withdrawing ground water from such alluvial aquifers.
 - b. As proposed by the applicant, a total of 119 on-lot wells will be constructed for use within a subdivision, which will span both the above-mentioned Area A and Area B. The replacement plan would allow for 105 individual on-lot wells within the above-mentioned Area B, to use a total annual amount of 47.65 acre-feet of water for 100 years. The use for each well for 101 of the 105 lots, which will be 2½ acres in size, would be limited to an annual withdrawal of 0.45 acre-feet, of which 0.3 acre-feet is designated for use in one single family dwelling, and 0.15 acre-feet is designated for the irrigation. The use of each well for the 4 remaining lots, which will be greater than 2½ acres in size, would be limited to an annual withdrawal of 0.55 acre-feet, of which 0.3 acre-feet is designated for use in one single family dwelling, and 0.25 acre-feet is designated for the irrigation.
 - c. The Applicant's submittal estimated an irrigation requirement of 0.05 acre-feet per 1,000 square feet (2.18 acre-feet per acre). Consumptive use estimates computed by staff, based on the Modified Blaney-Criddle methodology, and assuming lawns are planted with bluegrass, show a consumptive irrigation requirement 2.35 acre-feet per acre. An irrigation efficiency of 85%, results in a pumping irrigation requirement of 2.75 acre-feet per acre.
 - d. The applicant calculated actual depletions to the alluvial aquifers of both Kiowa Creek and Bijou Creek for the proposed withdrawals with a ground water flow model (AUG 3) using the Colorado State Engineer's (SEO) Dawson aquifer AR02 data file, the results of which are attached hereto as Applicant's Exhibit A. The maximum combined depletions to both aquifers caused by the pumping of 47.65 acre-feet per year will start at 1.9% of pumping in the first year and increase to 40.0% of pumping in the 100th year (equivalent to 19.1 acre-feet).

Applicant: Holly Investment Company
Arapahoe Aquifer
Replacement Plan - Determination No. 601-BD

- e. Replacements for depletions are to be made to the Kiowa-Bijou Designated Ground Water Basin Alluvial Aquifer described in Designated Basins Rule 5.2.4.1. The applicant plans to aggregate replacement water to the alluvium of Comanche Creek, a tributary of Kiowa Creek.
- f. The source of replacement water is to be septic system return flows and deep percolation of lawn and garden irrigation water from the 105 lots within Area B.
 - i. The applicant estimates that each lot will contribute 90% of water used in-house and 15% of water used for lawn and garden irrigation. If each lot uses the total annual per-lot allocation (0.45 acre-feet for the 2½ acre and 0.55 acre-feet for the larger lots), these per lot contributions amount to 0.29 acre-feet and 0.31 acre-feet, respectively. According to the applicant's calculations, at full build out, replacements will total 30.77 acre-feet per year, which exceeds calculated depletions in any calendar year for the duration of the plan. These applicant's calculations are attached hereto as Applicant's Exhibit B.
 - ii. A totalizing flow meter will be installed on each well and kept in good working order.
 - iii. The subject property overlies the Kiowa-Bijou Designated Ground Water Basin Alluvial Aquifer as defined in Rule 5.2.4.1 of the Designated Basin Rules. Return flows will percolate directly to the underlying alluvial material at a rate to sufficiently offset calculated depletions.
 - iv. A homeowner's association will be established to administer the replacement plan.
 - v. The approved replacement plan will be recorded in the real property records of Adams County.
- h. Operation of the replacement plan involves constructing the septic systems in compliance with State and County health department standards and, as a result, shall not cause unreasonable impairment of water quality of the receiving aquifer.
8. Records in this office indicate that the applicant controls the water right to be used as a source of replacement water, Determination No. 601-BD.
9. In accordance with Rule 5.6.2 of the Designated Basin Rules, on August 2, 2006, a letter was sent to the North Kiowa-Bijou Ground Water Management District requesting written recommendations concerning this application. No written recommendations from the district were received in response to this request.
10. In accordance with Sections 37-90-107.5 and 37-90-112, CRS, the application was published in The Eastern Colorado News newspaper on August 11 and 18, 2006.
11. No objections to the application were received within the time limit set by statute.
12. The Commission Staff has evaluated the application pursuant to Section 37-90-107.5, CRS, and the requirements of Rule 5.3.6.2(C) and Rule 5.6 of the Designated Basin Rules.

Applicant: Holly Investment Company
 Arapahoe Aquifer
 Replacement Plan - Determination No. 601-BD

13. a. According to Rule 5.6.2 of the Designated Basin Rules, the applicant has the burden of proving the adequacy of the plan in all respects.
- b. The Commission Staff shall propose any additional terms and conditions or limitations, which are necessary to prevent material injury and to ensure that the plan is administrable and enforceable. Any such terms and conditions or limitations are incorporated into the following Order of the Commission.
14. Upon Commission approval of this replacement plan, well permits for wells to withdraw the authorized amount of water from the aquifer shall be available upon application, subject to the terms and conditions of the replacement plan and the conditions for well permit issuance in Determination of Water Right No. 601-BD, and subject to approval by the Commission.
15. Based on data and information supplied by the applicant, the subject replacement plan, if operated under the conditions of the following Order, will prevent material injury from occurring to the existing appropriators within the Kiowa-Bijou Designated Ground Water Basin, or any other designated basin as a result of withdrawing ground water from the Arapahoe aquifer allocation underlying Area B pursuant to Determination of Water Rights 601-BD.

ORDER

In accordance with Section 37-90-107.5, CRS, and the Designated Basin Rules, the Colorado Ground Water Commission orders that the application for replacement plan, to allow the withdrawal of ground water from the Arapahoe Aquifer underlying a 426.38 acre portion of 639.38 acres, generally described as the easterly portion of the applicant's property in Section 33, Township 2 South, Range 62 West of the 6th Principal Meridian, referred herein as Area B, in accordance with Determination of Water Right No. 601-BD, is approved subject to the following conditions:

16. Well permits for 105 individual on-lot wells within Area B shall be available upon application subject to approval by the Commission and the conditions for well permit issuance in the Commission's Findings and Order of December 15, 2004 and December 29, 2005, for Determination of Water Right No. 601-BD, and subject to the following terms and conditions of this replacement plan.
17. A totalizing flow meter or a Commission approved water flow measuring device shall be installed on each well. The well owners shall maintain the meters in good working order. Permanent records of annual withdrawal of ground water shall be maintained by each well owner and provided to the Commission or the North Kiowa-Bijou Ground Water Management District upon request.
18. The allowed annual amount of ground water to be withdrawn from the aquifer by each permitted well shall not exceed 0.45 acre-feet for 101 of the 105 on-lot wells occurring within Area B. These wells will supply water to 2½ acre parcels. For the four remaining wells within Area B, the allowed annual amount of ground water to be withdrawn from the aquifer by each permitted well shall not exceed 0.55 acre-feet. The total combined withdrawals by 105 wells may not exceed 47.65 acre-feet annually.

19. The allowed use of ground water for each well under this plan is indoor needs for one single-family dwelling, irrigation of lawn and gardens and replacement supply. Place of use for each well shall be limited to the lot on which the well is located. For the 2½ acre lots, outside irrigation is limited to 2,300 square feet of lawn and gardens. For the larger lots, irrigation is limited to 3,900 square feet of lawn and garden.
20. Return flows from in-house use of ground water within the 105 lots shall occur through both individual on lot non-evaporative septic systems and deep percolation of water used for lawn and garden irrigation, all located within Area B. To prevent unreasonable impairment of water quality, the septic systems shall be constructed to state and county health department standards.
21. To insure that sufficient replacements reach the Kiowa-Bijou Designated Ground Water Basin Alluvial Aquifer described in Designated Basins Rules 5.2.4.1, the replacement water return flows must occur over saturated alluvium or a continuous shallow water table on top of bedrock in hydraulic connection with the alluvial aquifer of Comanche Creek or its tributaries. The applicant must provide adequate proof of such underlying conditions upon Commission request.
22. Pumping under this plan is limited to a period of 100 years. The year of first use of this replacement plan shall be the calendar year of construction of a well permitted pursuant to this plan or permitting of an existing well pursuant to the plan.
23. A table showing net depletions to the affected alluvial aquifer in acre-feet per year is attached hereto as State's Exhibit B, based on an assumption of a continuous annual withdrawal from the aquifer of 47.65 acre-feet by all 105 wells. Should all 105 wells begin pumping simultaneously, replacement of depletions would have to be provided in the acre-feet amounts shown in State's Exhibit B.
24. The replacement plan shall provide for the required annual amount of replacement water for the first 100 years. All individual wells may not begin pumping concurrently. So long as each individual well continues to pump and supply an occupied dwelling, that well's required replacement obligation, equal to 1/105 of the acre-feet per year amounts shown on State's Exhibit B, will be replaced by its own return flows. Each well may operate as an independent point of diversion and source of replacement water. Each well's replacement water requirements must be provided even if pumping for residential use ceases within the first 100 years of first use of this replacement plan. Should any well cease pumping for in-house use within the first 100 years, that well must either maintain pumping for its replacement purposes, or an amended or alternate replacement plan must be applied for that will make the required replacement deliveries.
25. The applicant must maintain permanent records, updated annually, containing the following items:
 - a. A listing of all well permits issued and wells constructed pursuant to this plan.
 - b. The annual and cumulative amounts of water diverted by each individual well, and by all wells in total.
 - c. Whether each individual well is serving an occupied dwelling.
 - d. Whether each individual well is serving irrigated landscaping, and amount of land being irrigated.
 - e. The return flows occurring from use of each well, assuming the following rates: 90% for in-house use and 15% for irrigation use.

26. The applicant shall form a property owners association to assure operation of the replacement plan. Each lot owner in the above-described future subdivision shall be a member of the association. This association shall be responsible for the operation of the plan, and shall prepare all notices and reports required by the plan and provide these to the Commission with any other information related to the operation of the replacement plan that may be requested by the Commission.
27. The property owners association shall assure that replacement water is provided to the alluvium as required by this plan. The amount of replacement water shall be calculated and reported on the applicant's submitted reporting form for the Grasslands at Comanche. The replacement water must equal or exceed the depletions to the alluvium on a yearly basis, and the replacement must prevent any material injury to the water rights of other appropriators. No credit shall be claimed by the applicant for an oversupply of replacement water provided to the alluvium during previous years.
28. The property owners association shall record and maintain permanent records of all totalizing flow meter readings and data concerning all other operations associated with the replacement plan which are necessary to document compliance with this plan and to submit this information to the Commission and the North Kiowa-Bijou Ground Water Management District on an annual basis for the calendar year just concluded by **February 15th** of the following year.
29. To insure appropriate control of the subject water right and source of replacement water by the lot owners in the future subdivision, and allow for each lot owner to obtain a well permit, the applicant should transfer a sufficient share of the water right and annual allocation amount to each lot owner, or to the property owners association if the association plans to apply for the permits under this plan. Such transfers shall be by recorded deed, in accordance with the conditions of paragraph 24 of the Commission's Order for Determination No. 601-BD.
30. Any covenants adopted for the future subdivision should contain a description of the replacement plan and how the plan is to be administered, including the required limitations on water use for each lot.
31. A copy of this Findings and Order shall be recorded by the applicant in the real property records of Adams County, so that a title examination of the above described 639.38 acre property, or any part thereof, shall reveal to all future purchasers the existence of this replacement plan. The terms and conditions of this replacement plan shall be considered to be a covenant on and running with the subject property.
32. In the event the permitted wells are not operated in accordance with the conditions of this replacement plan, they shall be subject to administration, including orders to cease diverting ground water.
33. The Commission retains jurisdiction to modify or revoke approval of this replacement plan, if monitoring or operating experience reveals that the plan results in any material injury to water rights of other appropriators or in unreasonable impairment to water quality.

STATE OF COLORADO

OFFICE OF THE STATE ENGINEER
Division of Water Resources
Department of Natural Resources

1313 Sherman Street, Room 818
Denver, Colorado 80203
Phone (303) 866-3581
FAX (303) 866-3589

<http://www.water.state.co.us>

Holly Investment Company
D/B/A Comanche Livestock Company
PO Box 557
Strasburg, CO 80136

JAN 29 2007

WATER RESOURCES
STATE ENGINEER
COLO.



January 10, 2007

Bill Ritter, Jr.
Governor

Harris D. Sherman
Executive Director

Hal D. Simpson, P.E.
State Engineer

RE: Replacement Plan - Determination No. 601-BD

Dear Mr. Losh:

Enclosed is a copy of the Colorado Ground Water Commission's Findings and Order for a replacement plan to allow withdrawals from the Arapahoe aquifer in accordance with the conditions of Determination of Water Right No. 601-BD. This Findings and Order are the Commission's approval of your application for a replacement plan. This Order contains important information about your water right and should be reviewed and retained for your records.

Paragraphs 16 through 33 in the above Order represent the terms and conditions of the replacement plan.

As required in paragraph 31 of the Order, a copy of this document must be recorded by the applicant in the public records of the county – in which the claimed overlying land is located – so that a title examination of the overlying land described in the Order, or any part thereof, shall reveal this plan. A copy of this Findings and Order is enclosed for this purpose.

The allowed annual amount of withdrawal and uses for each well permitted under the plan are described in paragraphs 18 and 19 of the Order. Paragraph 26 requires that the applicant form a property owners association to assure operation of the plan. As mentioned in paragraph 27, to facilitate control of the subject water right by the lot owners in the future subdivision, and allow for each lot owner to obtain a well permit, the staff recommends that the applicant transfer an equally apportioned share of the water right and annual allocation amount to each lot owner.

The replacement plan must be fully operational and all required measuring devices must be in place and functioning prior to pumping of any wells permitted in accordance with the terms and conditions of the plan. If you have any questions, please call this office.

Sincerely,

Jay Bloomfield
Designated Basins Branch

enclosures: a/s
cc: North Kiowa Bijou GWMD
Judith Hamilton

A.1

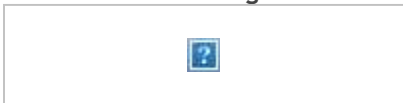
From: [Comaniciu - DNR, Ioana](#)
To: [Layla Bajelan](#)
Subject: Fwd: PRC2022-00004; Grasslands At Comanche - Filing No. 5
Date: Monday, May 23, 2022 9:56:45 AM
Attachments: [Pages from PRC2022-00004-submittal2.pdf](#)

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

Dear Layla Bajelan,
We have previously provided comments on Grasslands at Comanche, 5th Filing by our letter dated September 30, 2021 (Case No. PLT2021-00027) and on the Grasslands at Comanche subdivision by our letter dated March 21, 2007 (Case No. PRJ2007-00004).

As noted by the Applicant in this second referral an updated water supply report or a Water Supply Information Summary Sheet were not provided in this second referral, therefore the comments from our previous letters dated September 30, 2021 and March 21, 2007 (copies enclosed) regarding the water supply for this subdivision still apply. As mentioned in our September 30, 2021 letter if the Applicant has amended the water demands or water supplies for this subdivision such information should be provided to our office for further review.
Please contact me at this office if you have any questions.
Sincerely,

Ioana Comaniciu, P.E.
Water Resources Engineer



P 303-866-3581 x 8246
1313 Sherman St., Suite 818, Denver, CO 80203
ioana.comaniciu@state.co.us | www.colorado.gov/water

----- Forwarded message -----

From: **Williams - DNR, Joanna** <joanna.williams@state.co.us>
Date: Mon, May 16, 2022 at 9:25 AM
Subject: Fwd: PRC2022-00004; Grasslands At Comanche - Filing No. 5
To: Ioana D Comaniciu <Ioana.Comaniciu@state.co.us>

Hi Ioana,
Could you please review this referral. It looks like you previously reviewed it.
Thanks

Joanna Williams, P.E.
Water Resource Engineer



P 303.866.3581 x 8265
1313 Sherman Street, Room 821, Denver, CO 80203
Joanna.Williams@state.co.us | www.colorado.gov/water

A.1

From: [PlatReview](#)
To: [Layla Bajelan](#)
Cc: [Benson, William](#)
Subject: FW: Request for Comments- PLT2021-00027; Grasslands at Comanche, Filing No.5
Date: Thursday, September 23, 2021 7:28:38 AM
Attachments: [PLT2021-00027; Grasslands at Comanche, Filing No. 5- Request for Comments.pdf](#)

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Requester,

Our engineer has reviewed this plat and their comments are: "I have no objections to this plat"
If you require signatures, you can contact the engineer CC'd on this email and if you have any further questions, please don't hesitate to reach out.

Thank you!

From: Easement, Nre <Nre.Easement@centurylink.com>
Sent: Friday, September 17, 2021 4:44 PM
To: PlatReview <PlatReview@lumen.com>
Subject: Fwd: Request for Comments- PLT2021-00027; Grasslands at Comanche, Filing No.5

Get [Outlook for Android](#)

From: Layla Bajelan <LBajelan@adcogov.org>
Sent: Friday, September 17, 2021 4:41:31 PM
To: Layla Bajelan <LBajelan@adcogov.org>
Subject: Request for Comments- PLT2021-00027; Grasslands at Comanche, Filing No.5

Request for Comments

September 17th, 2021

Case Name: Grasslands At Comanche - Filing No. 5
Case Number: PLT2021-00027

The Adams County Planning Commission is requesting comments on the following application: Major Subdivision Preliminary Plat to create 19 residential lots within the Grasslands at Comanche Planned Unit Development. The Assessor's Parcel Number is 0173133300010.

Applicant Information: Dave Rebol
Grasslands at Comanche LLC.
412 West Platte St.

A.1

From: [Monica Johnson](#)
To: [Layla Bajelan](#)
Subject: Re: Request for Comments- PLT2021-00027; Grasslands at Comanche, Filing No.5
Date: Monday, September 20, 2021 11:41:49 AM
Attachments: [Outlook-pt0004r.png](#)

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

Layla,

Thanks for sending this. I didn't see (probably just missed it), but if there is impact on the District, we request cash in Lieu of land. We will consistently take that position on all residential development.

Let me know if I need to submit this in a different format.

Monica

Monica Johnson
Superintendent
Strasburg 31J
303-622-9211



From: Layla Bajelan <LBajelan@adcogov.org>
Sent: Friday, September 17, 2021 3:41 PM
To: Layla Bajelan <LBajelan@adcogov.org>
Subject: Request for Comments- PLT2021-00027; Grasslands at Comanche, Filing No.5

Request for Comments

September 17th, 2021

Case Name: Grasslands At Comanche - Filing No. 5
Case Number: PLT2021-00027

The Adams County Planning Commission is requesting comments on the following application: Major Subdivision Preliminary Plat to create 19 residential lots within the Grasslands at Comanche Planned Unit Development. The Assessor's Parcel Number is 0173133300010.

A.1

From: [Patrick Conroy](#)
To: [Layla Bajelan](#)
Subject: Re: Request for Comments- PLT2021-00027; Grasslands at Comanche, Filing No.5
Date: Wednesday, September 22, 2021 4:31:18 PM

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

No comments from Strasburg Fire..

Patrick Conroy, CFEI
ICC Certified Building Official
ICC Certified Fire Marshal
Colorado Fire Plans Examiner
Division Chief - Fire Prevention and Life Safety
Strasburg Fire Protection District
Station: 303-622-4444
Cell: 720-775-8515

On Fri, Sep 17, 2021 at 3:41 PM Layla Bajelan <LBajelan@adcogov.org> wrote:

Request for Comments

September 17th, 2021

Case Name: Grasslands At Comanche - Filing No. 5

Case Number: PLT2021-00027

The Adams County Planning Commission is requesting comments on the following application: Major Subdivision Preliminary Plat to create 19 residential lots within the Grasslands at Comanche Planned Unit Development. The Assessor's Parcel Number is 0173133300010.

Applicant Information: Dave Rebol

Grasslands at Comanche LLC.

412 West Platte St.

Fort Morgan, Colorado 80701

Please forward any written comments on this application to the Community and Economic



STRASBURG PARKS & RECREATION DISTRICT

1932 BURTON STREET • STRASBURG, CO 80136
303.622.4260 phone • www.StrasburgParks.org

Tuesday, September 22, 2021

Layla Bajelan
Long Range Planner II, Community and Economic Development
4430 S. Adams County Parkway, 1st Floor, Suite W2000A
Brighton, CO 80601

Case Name: Grasslands at Comanche - Filing No. 5
Case Number: PLT2021-00027

Ms. Bajelan:

These comments are submitted on behalf of the Board of Directors and Staff of the Strasburg Metropolitan Parks and Recreation District (the "District"), in response to a referral of request for comments on the above-described development.

1. The proposed development and its resultant population increase will in turn increase the need for parks and recreation services provided by the District, therefore we ask that the Developer be held to the maximum appraised cash-in-lieu dedication requirements allowed under current County development regulations.
2. The District urges the County not to consider any land dedication contributions. The District currently holds sufficient real property to carry out its functions. Dedication of additional land, which cannot be developed or adequately maintained, provides zero benefit to local citizens and does not offset any of the impacts created by this new phase of development.
3. In addition, this phase of development should be considered on its own merits in determining the cash-in-lieu contribution required. We ask that no credits be given to the Developer from previous dedications or earlier phases of this overall development, especially if the dedications involved areas granted to homeowner associations or other organizations, and thus are not available for general public use.

If you have any questions or need additional information, please contact the Strasburg Metropolitan Parks & Recreation District office. Thank you.

Respectfully submitted,

Angela Graf
District Manager, Strasburg Metro Parks & Rec District
303-622-4260
angie@strasburgparks.org



October 11, 2021

Layla Bajelan
Adams County Community and Economic Development
4430 South Adams County Parkway, Suite W2000A
Brighton, CO 80601

RE: Grasslands at Comanche, Filing No. 5, PLT2021-00027
TCHD Case No. 7242

Dear Ms. Bajelan,

Thank you for the opportunity to review and comment on the Major Subdivision Preliminary Plat to create 19 residential lots within the Grasslands at Comanche Planned Unit Development. 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 property being served by an OWTS provided that the system is permitted, inspected and operated in accordance with TCHD's current OWTS Regulation.

At the time of our review of the original subdivision, it was TCHD's expectation that the Grasslands at Comanche would actively monitor the water quality of the alluvial aquifer underlying Section 33, Township 2 South, Range 62 West, to assess the possible impacts to groundwater from the use of OWTS as outlined in the attached *ISDIS Groundwater Program at Grasslands at Comanche PUD (March 27, 2006) Groundwater Monitoring Program Sampling Analysis Plan* (Groundwater Monitoring Plan). This monitoring program was never implemented. Due to water quality concerns TCHD would like to explore options with the Applicant to monitor groundwater for possible impacts of OWTS from this subdivision. Moreover, the Groundwater Monitoring Program Plan, included an ISDS Management Program specified in the covenants of the Grasslands at Comanche. TCHD requests that the applicant provide a copy of the covenants to TCHD in order to review the Management Program. Upon receipt of the covenants, TCHD will review the language pertaining to the management plan and discuss an implementation plan with the applicant.

A.1

Grasslands at Comanche

October 11, 2021

Page 2 of 3

Please contact Michael Weakley, Water Program Supervisor, at 720-200-1593 or by email at mweakley@tchd.org to discuss further.

Active Oil and Gas Facilities

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. It appears that future oil and gas wells are located within the subject property. COGCC regulations require that oil and gas sites be located at least 2000 feet from residential development. TCHD recommends the applicant adhere to the 2000-foot residential setback. More information is available here <https://cogcc.state.co.us/reg.html#/overview> .

Domestic Well

Drinking water contaminated with pathogens can cause a variety of illnesses in humans. It is important to protect source water from contamination, and to treat drinking water to eliminate pathogens before it is provided for human consumption. Individual well owners have primary responsibility for the safety of the water drawn from their own wells. Well owners with questions about wells or well water can call the Wellcare® Hotline operated by the Water Systems Council, a national organization focused on well systems not regulated under the Safe Drinking Water Act., at 888-395-1033 or online at www.wellcarehotline.org. Well owners may also contact Jennifer Charles, Water Quality Specialist, at (720) 200-1583 with water quality questions.

The applicant may want to consider having the well water analyzed for a number of contaminants as a baseline of the water quality. A baseline water quality analysis is valuable for future reference in the case of possible contamination. Certain parameters such as coliform bacteria and nitrate, pH and Total Dissolved Solids (TDS) are recommended to be analyzed annually as these can indicate possible breaches in the well. The Colorado Department of Public Health and Environment (CDPHE), Laboratory Services Division can assist you with water analyses. The CDPHE offers individual water tests as well as testing packages to choose from depending on your needs. The CDPHE laboratory web site is located at: <https://www.colorado.gov/pacific/cdphe/water-testing>.

Community design to support walking and bicycling

Because chronic diseases related to physical inactivity and obesity now rank among the country's greatest public health risks, TCHD encourages community designs that make it easy for people to include regular physical activity, such as walking and bicycling, in their daily routines. Because research shows that the way we design our communities can encourage regular physical activity, TCHD strongly supports community plans that incorporate pedestrian and bicycle amenities that support the use of a broader pedestrian and bicycle network.

Safe Routes to School:

A.1

Grasslands at Comanche

October 11, 2021

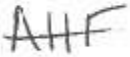
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Tri-County Health Department (TCHD) strongly supports community plans that include thoughtful consideration of safe circulation of students on and around the school campuses.

Students needing to access the future school site are likely going to use East 72nd Avenue to get to the school site. We recommend the applicant consider safe connectivity to the school site including a safe pedestrian crossings and detached sidewalks. Any pedestrian improvement should be raised, striped, or otherwise denoted so that it is visible to drivers, thus slowing speeds and reducing the risk of pedestrian injury.

Please feel free to contact me at 720-200-1585 or aheinrich@tchd.org if you have any questions.

Sincerely,



Annemarie Heinrich Fortune, MPH/MURP
Land Use and Built Environment Specialist

cc: Sheila Lynch, Keith Homersham, Michael Weakley, TCHD

ISDS GROUNDWATER PROGRAM
at
GRASSLANDS AT COMANCHE PUD

March 27, 2006

**GROUNDWATER MONITORING PROGRAM
SAMPLING ANALYSIS PLAN
WELL INSTALLATION SPECIFICATIONS**

Prepared for:
Grasslands at Comanche
P.O. Box
Strasburg, CO

Prepared by:
Molen & Associates, LLC
2090 E. 104th Ave, #205
Thornton, CO 80233

GRASSLANDS AT COMANCHE PUD
GROUNDWATER MONITORING

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Alluvial Aquifer Groundwater Monitoring Program

1. PURPOSE

To actively monitor the water quality of the alluvial aquifer underlying Section 33, Township 2 South, Range 62 West, to assess the possible impacts to groundwater from the use of Individual Sewage Disposal Systems (ISDS) in the Section.

Establish a groundwater monitoring program to ensure that the quality of the water in the alluvial aquifer, as such quality relates to possible contaminants from ISDS, is maintained at a level that is at or below the state drinking water standard for nitrates.

2. APPLICABILITY OF MONITORING PROGRAM

- A This monitoring program shall apply to all Residential Estate property within Sections 33 of Township 2 South, Range 62 West of the Grasslands at Comanche (GAC) Preliminary PUD, Case # PRJ 2005-00040 to be addressed by the Adams County Board of County Commissioners in the near future.
- B The program shall begin following Final Plat approval to collect baseline data and continue for a minimum of 2 years. After 2 years the plan may discontinue if no more than seventeen residences or 15% (excluding model homes) exist on the PUD and will resume after more than seventeen or 15% of residences exist on the PUD.
- C The program will have duration of a maximum of 10 years or until such time that the TCHD approves to discontinue the program or until such time that an alternative to an ISDS is available.

3. STANDARDS

- A The Colorado Primary Drinking Water Regulations establish drinking water standards. The current regulation sets the Maximum Contaminant Level (MCL) for total nitrate plus nitrite at 10 milligrams per Liter (mg/L) (as Nitrogen).
- B Nitrate concentrations in the alluvial groundwater has been recorded many times in the immediate vicinity of the PUD and are known to fluctuate considerably.

4. NUMBER OF WELLS, WELL LOCATIONS, AND WELL CONSTRUCTION

- A Based upon typical environmental monitoring for contaminants in groundwater, the size of property and number of residences planned, and the determination of the hydraulic gradient across the site, three groundwater-monitoring wells are suggested. The three wells will be placed, two upgradient and one downgradient at locations described below and as shown on the Final Plat.

- 1) Well #1: Upgradient. Approximately 2700 feet north of the SW corner of the section at the intersection of Piggott Mile Rd (county road 38N) and East 72nd Avenue.
 - 2) Well #2: Upgradient. Approximately 3000 feet east of the SW corner of the section located near the intersection of and East 72nd Avenue and Ulmer St. An easement will be provided on Lot 4, Filing 1 for the monitoring well.
 - 3) Well #3: Downgradient. An existing well owned by the City of Westminster and known as MW6 located approximately 300 feet north of the intersection of Strasburg Mile Road and county road 80. Written permission from the City of Westminster authorizing the use of this well for monitoring purposes will be obtained prior to Final Plat approval for GAC. In the event that GAC is unable to obtain permission from the City of Westminster, GAC will drill their own well on the GAC property at a location to be approved by Adams County and TCHD.
- B Prior to well construction a plan for construction of the monitoring wells will be provided to TCHD, for review and approval. Well construction will occur prior to land development; i.e., grading. Monitoring will begin as soon as reasonably possible after the wells have been constructed.
- C In the event that the monitoring program identifies nitrates in the alluvial aquifer at or above the 10 mg/l standard, it may be necessary to construct additional or utilize existing monitoring wells to determine if the source of nitrate contamination is from an upgradient offsite location, or if the contamination is moving downgradient offsite. The proposal for a demonstration addressed in Section 8.B. will identify the methods for determining well installation locations and/or sampling. Specific language and lot easements will be provided in the Final Plat to allow for construction and monitoring of additional monitoring wells on individual lots.

5. MONITORING PARAMETERS

The following parameters will be analyzed in the laboratory: nitrate/nitrite, chloride and total coliform. The following parameters will be analyzed in the field: dissolved oxygen (DO), pH, total dissolved solids (TDS), and specific conductance. Any changes to the monitoring parameters will need written approval from TCHD.

6. QUALITY CONTROL AND QUALITY ASSURANCE OF MONITORING

A sampling and analysis plan (SAP) has been developed that will assure that the sampling methodology conforms to accepted industry standards. The SAP will be submitted for review and approval by TCHD. A certified lab shall be utilized for the laboratory analysis of the above parameters.

7. PROPOSED FREQUENCY OF MONITORING

Quarterly groundwater samples will be taken and sent for analysis. The quarterly sampling will cover the seasonality of the groundwater. Total coliform and chlorides will be analyzed annually. After the fifth consistent year, if the data does not show the presence of contaminants at consistently increasing concentrations, samples may be taken semiannually in alternating seasons.

8. CONTINGENCY PLAN

- A If the nitrate level of any well meets or exceeds 10 mg/L nitrate plus nitrite (as Nitrogen) for a period of 3 consecutive monitoring events, and verification resampling and statistical trend analysis confirms an increasing trend, remedial action shall be taken. To determine what remedial action will be implemented, a mediation committee will be formed.
- B Prior to establishing the remedial action mediation committee the developer may take action to demonstrate that the nitrate is not a result of the ISDS on the property. The proposal for the demonstration shall be submitted to Tri-County Health Department (TCHD) and Adams County for review and approval. If approved, this demonstration will be done within 12 months from the time the increasing concentrations are confirmed.
- C The remedial action mediation committee will be comprised of 3 professional actively working hydrologists. These hydrologists shall be selected as follows: one chosen by the developer, one chosen by Tri-County Health Department and one chosen by Adams County Board of County Commissioners.
- D The committee shall make a recommendation for remedial action for review and final approval by the Adams County Board of County Commissioners.
- E If statistically significant changes from background levels are noted for chloride, DO or total coliform, the frequency of monitoring for all parameters shall be increased to monthly. If, after a period of six months, no significant change in the level of nitrate is noted, the monitoring may be reduced back to quarterly.

9. REPORTING OF MONITORING RESULTS

Copies of the analytical results from each sampling event will be sent to the Tri-County Health Department's Public Health Engineer and the Adams County Planning Department within 30 days of receipt from the laboratory.

10. RECORDKEEPING

The Grasslands at Comanche and TCHD shall maintain a copy of the sampling and analysis plan and a complete record of all monitoring program data.

11. TERMINATION OF MONITORING

When, after 10 years following the installation and use of 75 percent of the ISDS systems located in the GAC properties, the prior 8 quarters of monitoring data for nitrate will be evaluated. If the data does not exhibit a statistically significant increase in nitrate concentration, all monitoring functions shall cease. However, if the data does exhibit a statistically significant increase in nitrate concentration, monitoring shall continue until the data exhibits no statistically significant increasing trend for 8 successive quarters.

12. ISDS MANAGEMENT PROGRAM

The Grasslands at Comanche will establish an ISDS management program that will include the residences within the development. This essential program is specified in the Covenants of the GAC and can prevent failures of systems that may result in surfacing sewage or backups into homes. It may also significantly extend the life of systems. All ISDS systems are required to be pumped a minimum of once every four years.

ISDS SAMPLING AND ANALYSIS PLAN

1. PURPOSE

The Grasslands at Comanche (GAC) is located approximately 6 miles north of Strasburg, Colorado at the intersection of Strasburg Mile Road and 72nd Avenue. Farming property surrounds the GAC with Wolf Creek approximately to ½ miles to the west and Comanche Creek approximately one-mile east.

Samples will be taken using standard ground water protocols with samples delivered to a commercial analytical laboratory capable of analyzing for the analytes. Samples will be delivered to the commercial analytical laboratory the same day of sampling using chain of custody procedures and custody seals.

2. APPLICABILITY OF SAMPLING PLAN

- A This sampling and analysis plan will apply to the Groundwater Monitoring Program for the residential estate property within Sections 33 of Township 2 South, Range 62 West of the Grasslands at Comanche (GAC) Preliminary PUD, Case # PRJ 2005-00040 to be addressed by the Adams County Board of County Commissioners in the near future.
- B Groundwater monitoring will be completed according to the Grasslands at Comanche Alluvial Aquifer Groundwater Monitoring Program.
- C Samples will be taken using standard ground water protocols with samples delivered to a commercial analytical laboratory capable of analyzing for the analytes. Samples will be delivered to the commercial analytical laboratory the same day of sampling using chain of custody procedures and custody seals.

3. SAMPLING METHODS

- A Depth to water will be measured prior to purging. The elevation and coordinates of the reference point from which water depths are measured will be established by topographic survey of the ground water monitoring wells.
- B The wells will be purged and sampled using disposable polyethylene bailers or dedicated polyethylene, PVC or Teflon bailers or commercially available purge pumps (i.e. GeoTech Squirt Pumps or similar). Disposable bailers will be used with new polypropylene rope. Dedicated bailers may be suspended on dedicated polypropylene rope. Alternatively, at the owner's option, dedicated pumps may be installed in the wells and used for purging and sampling. Low flow pumps may be used instead of bailers and traditional pumps for low flow sampling.
- C If bailers are used to purge and sample the wells, the wells will be purged of one to three wellbore storage volumes (the volume standing inside the casing at the start of purging) or to dryness, whichever occurs first.
- D Periodic field analysis of pH, temperature, and specific conductance will be taken and recorded prior to collecting the sample. Purging will continue until these

A.1

parameters have stabilized to within 0.2 pH units, 2 degrees C or F, and 10 percent of the specific conductance reading.

- E Samples will then be collected as soon as possible after purging, but no longer than 24 hours after purging.
- F Purge waters will be disposed of on the ground by the well from which the fluid was purged.
- G If dedicated pumps are used, the wells will be purged of three pump and tubing volumes at a flow rate of 100 milliliters per minute or less and sampled immediately after purging; the flow rate during sampling will also be 100 milliliters per minute or less.
- H Samples will be transferred directly from the bailers or pump discharge tubing into sample bottles provided by the laboratory.
- I Sample bottles and preservation will be as specified in the analytical methods employed. Sample bottles will be placed in a cooler or other shipping container and shipped to the laboratory as soon as possible after collection.

4. CHAIN OF CUSTODY

- A Chain-of-custody procedures will be used to track the sample from the time of collection to the laboratory.
- B A chain-of-custody form will be initiated at the time that the samples leave the site.
- C The sampling personnel will complete all applicable sections of the form.
- D The chain-of-custody forms will be protected from moisture by encasing them in plastic (e.g., Ziplock plastic bags) and placed inside the shipping containers or carried separately.
- E The chain-of-custody forms will accompany the containers during shipment to the laboratory.
- F The shipping containers will be sealed with custody seals.
- G Sampling personnel will be responsible for custody until the samples are delivered to the laboratory.

5. QUALITY ASSURANCE AND QUALITY CONTROL

- A Fieldwork will be performed by qualified and trained personnel including the developer-owner or outside sampling consultant. Persons performing the sampling will be trained by a professional qualified in ground water sampling.
- B A qualified laboratory will analyze samples. The laboratory will use appropriate chain of custody, analytical, and QA/QC procedures.
- C Equipment blanks and field duplicates will not be collected on a routine basis because disposable or dedicated sampling equipment will be used; however, they may be prepared and analyzed if questions arise relative to the quality of the analytical data.
- D The laboratory results will be validated using standard methods.

6. MONITORING PARAMETERS

The following parameters will be analyzed in the laboratory: nitrate/nitrite, chloride and total coliform. The following parameters will be analyzed in the field: dissolved oxygen (DO), pH, total dissolved solids (TDS), and specific conductance. Any changes to the monitoring parameters will need written approval from TCHD.

7. WELL MAINTENANCE

- A Monitoring wells will be periodically inspected. The inspection will include:
 - 1) Inspection of pipe bollards making sure that the pipe has not been moved or damaged by a vehicle, mower or other equipment,
 - 2) Inspection of well casing making sure that the plastic (PVC) piping has not been damaged, bent, cracked or broken,
 - 3) Inspection of the well casing plastic (PVC) to see that it is not damaged,
 - 4) Inspection of the dedicated bailer or pump to make certain that it is not damaged and is functioning properly,
 - 5) Inspection of the well cap lock making certain that it is functioning properly
- B The results of the inspection will be documented and any deficiencies will be remedied within 60 days of the inspection or at a later date as approved by TCHD.
- C If deficiencies, malfunctions or deterioration are observed at other times, such deficiencies will also be documented and remedied within 60 days of discovery or at a later date as approved by TCHD.

8. REPORTING

- A The monitoring results will be submitted to TCHD within 60 days of receipt of the laboratory results in the form of a brief letter-report and/or raw data.
- B Reports will be prepared periodically and no less than one per four sampling events.
- C The report will include a tabulation of the data (including water level data), statistical evaluations as appropriate, the results of the system inspection, and a description of any maintenance performed.
- D Analytical methods will be as specified in EPA SW-846 or other appropriate sources and the laboratory results will be validated using standard methods.

GROUNDWATER MONITORING WELLS INSTALLATION SPECIFICATIONS

1. GENERAL

- A Groundwater well permits will be obtained from the State Engineer's Office prior to the installation of new wells.
- B All geophysical data for each well will be logged and recorded.
- C Wells will be drilled using the standard methods provided by the driller.
- D The outer well bore diameter will be 6 inches.
- E The monitoring wells will have an inside diameter of approximately 2 inches. Surface casing of the wells will be larger.
- F Wells will be completed a minimum of 15 feet into the uppermost saturated zone of alluvial aquifer.
- G The alluvial aquifer is determined to be the first water encountered with continuity.
- H Locking covers will be used to complete each well above ground.
- I Pipe bollards will be installed around the aboveground portions of the well.
- J Well completion reports will be provided.

2. SURFACE CASING

- A Six-inch steel surface casing will be installed to a minimum depth of 4 feet below ground surface.
- B Neat cement will be used to grout the annular space of the surface casing.

3. CONSTRUCTION OF WELLS BELOW SURFACE CASING

- A All pipe joints shall be flush-joint threaded couplings.
- B The PVC pipe shall be installed in the center of the boring with semi-circular centralizers.
- C The annular space between the solid PVC pipe and the boring shall be sealed with a 30% high solids bentonite grout from the surface casing to a depth of five feet.
- D The wells will be screened across all penetrated saturated intervals.
- E The well screens will be factory slotted with "10-20" slots per inch screen.
- F The filter pack will be installed over the entire screened portion of the well and for an additional two feet above the saturated zone of the alluvial aquifer.
- G The filter pack shall consist of 10-20 Colorado Silica Sand.
- H The bentonite grout and filter pack shall be placed with a tremmie.

4. WELL DEVELOPMENT

- A The bentonite grout will be allowed to cure for a minimum of 24 hours prior to well development.
- B The wells will be properly developed to remove turbidity from the groundwater.



May 25, 2022

Layla Bajelan
Adams County Community and Economic Development
4430 South Adams County Parkway, Suite W2000A
Brighton, CO 80601

RE: Grasslands at Comanche, Filing No. 5, PRC2022-00004
Current TCHD Case No. 7708
Previous TCHD Case No. 7242

Dear Ms. Bajelan,

Thank you for the opportunity to review and comment on the Re-Submittal for Major Subdivision Preliminary Plat to create 19 residential lots within the Grasslands at Comanche Planned Unit Development. In our previous comment letter of October 11, 2021, TCHD provided comments on: On-Site Wastewater Treatment Systems (OWTS), Active Oil and Gas Facilities, Domestic Wells, Community Design, Community design to support walking and bicycling, and Safe Routes to School.

The applicant has responded satisfactorily to our comments; with the exception of the Groundwater Monitoring Plan. As noted in our prior comments:

Due to water quality concerns TCHD would like to explore options with the Applicant to monitor groundwater for possible impacts of OWTS from this subdivision.

Please contact Michael Weakley, Water Program Supervisor, at 720-200-1593 or by email at mweakley@tchd.org to discuss further.

Please feel free to contact me at 720-200-1568 or wbrown@tchd.org with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Warren S. Brown".

Warren S. Brown, P.E.
Senior Environmental Health Consultant

cc: Kathleen Boyer, Keith Homersham, Michael Weakley, 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 21, 2021

Adams County Community and Economic Development Department
4430 South Adams County Parkway, 3rd Floor, Suite W3000
Brighton, CO 80601

Attn: Layla Bajelan

Re: Grasslands at Comanche Filing No. 5, Case # PLT2021-00027

Public Service Company of Colorado's Right of Way & Permits Referral Desk has reviewed the plat for **Grasslands at Comanche F5** and has **no apparent conflict**. No resubmittals necessary.

Donna George
Right of Way and Permits
Public Service Company of Colorado dba Xcel Energy
Office: 303-571-3306 – Email: donna.l.george@xcelenergy.com

Community & Economic
Development Department
www.adcogov.org



4430 South Adams County Parkway
1st Floor, Suite W2000B
Brighton, CO 80601-8218
PHONE 720.523.6880
FAX 720.523.6967
EMAIL: epermitcenter@adcogov.org

Request for Comments

Case Name: Grasslands At Comanche - Filing No. 5
Case Number: PLT2021-00027

September 14, 2021

The Adams County Planning Commission is requesting comments on the following application: **Major Subdivision Preliminary Plat to create 19 residential lots within the Grasslands at Comanche Planned Unit Development.** The Assessor's Parcel Number is 0173133300010.

Applicant Information: Dave Rebol
Grasslands at Comanche LLC.
412 West Platte St.
Fort Morgan, Colorado 80701

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 **10/11/2021** in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to LBajelan@adcogov.org.

Once comments have been received and the staff report written, the staff report and notice of public hearing dates 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.

Layla Bajelan, Long Range Planner II
Case Manager

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry
DISTRICT 1

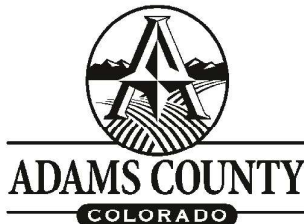
Charles "Chaz" Tedesco
DISTRICT 2

Emma Pinter
DISTRICT 3

Steve O'Dorisio
DISTRICT 4

Lynn Baca
DISTRICT 5

Community & Economic
Development Department
www.adcogov.org



4430 South Adams County Parkway
1st Floor, Suite W2000B
Brighton, CO 80601-8218
PHONE 720.523.6880
FAX 720.523.6967
EMAIL: epermitcenter@adcogov.org

Public Hearing Notification

Case Name:	Grasslands At Comanche - Filing No. 5
Case Number:	PRC2022-00004
Planning Commission Hearing Date:	11/10/2022 at 6:00 p.m.
Board of County Commissioners Hearing Date:	11/29/2022 at 9:30 a.m.

October 14, 2022

A public hearing has been set by the Adams County Planning Commission and the Board of County Commissioners to consider the following requests: 1) Major Subdivision Preliminary Plat to create 19 residential lots within the Grasslands at Comanche Planned Unit Development. (PLT2021-00027) 2) Waiver from the Subdivision Design Standards to allow lots that have a lot to depth ratio greater than 3:1. (PLT2022-00018)

The Assessor's Parcel Number(s) 0173133300005, 0173133300006, 0173133300010

Applicant Information: GRASSLANDS AT COMANCHE LLC

DAVE REBOL
412 W PLATTE AVE
FORT MORGAN, CO 807012650

The hearing will be held in the Adams County Hearing Room located at 4430 South Adams County Parkway, Brighton CO 80601-8216. This will be a public hearing and any interested parties may attend and be heard. The Applicant and Representative's presence at these hearings is requested. If you require any special accommodations (e.g., wheelchair accessibility, an interpreter for the hearing impaired, etc.) please contact the Adams County Community and Economic Development Department at (720) 523-6800 (or if this is a long distance call, please use the County's toll free telephone number at 1-800-824-7842) prior to the meeting date.

For further information regarding this case, please contact the Department of Community and Economic Development, 4430 S Adams County Parkway, Brighton, CO 80601, 720-523-6800. This is also the location where maps and/or text certified by the Planning Commission may be viewed.

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/current-land-use-cases.

Thank you for your review of this case.

Layla Bajelan, Senior Long Range Planner
Case Manager

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry
DISTRICT 1

Charles "Chaz" Tedesco
DISTRICT 2

Emma Pinter
DISTRICT 3

Steve O'Dorisio
DISTRICT 4

Lynn Baca
DISTRICT 5

PUBLICATION REQUEST

Case Name: Grasslands at Comanche - Filing No. 5, Preliminary Plat

Case Number: PRC2022-00004

Planning Commission Hearing Date: 11/10/2022 at 6 p.m.

Board of County Commissioners Hearing Date: 11/29/2022 at 9:30 a.m.

Case Manager: Layla Bajelan, Senior Long Range Planner, LBajelan@adcogov.org 720.523.6863

Requests: 1) Major Subdivision Preliminary Plat to create 19 residential lots within the Grasslands at Comanche Planned Unit Development. (PLT2021-00027) 2) Waiver from the Subdivision Design Standards to allow lots that have a lot to depth ratio greater than 3:1. (PLT2022-00018)

Parcel Number(s): 0173133300010, 0173133300005, 0173133300006

Legal Description: THAT PART OF THE SOUTH ONE-HALF OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 62 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS: COMMENCING AT THE SOUTH ONE-QUARTER CORNER OF SECTION 33, THENCE N00°17'49"W A DISTANCE OF 30.00 FEET TO A POINT ON A LINE 30.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 33 AND TO THE POINT OF BEGINNING; THENCE N00°13'24"E A DISTANCE OF 2016.07 FEET; THENCE S89°53'02"W A DISTANCE OF 229.49 FEET; THENCE S35°30'00"W A DISTANCE OF 335.00 FEET; THENCE S89°53'02"W A DISTANCE OF 275.00 FEET; THENCE N57°00'00"W A DISTANCE OF 232.00 FEET; THENCE N00°06'58"W A DISTANCE OF 170.00 FEET; THENCE N50°20'00"W A DISTANCE OF 340.00 FEET; THENCE S89°53'02"W A DISTANCE OF 910.00 FEET THENCE S18°00'00"W A DISTANCE OF 532.00 FEET; THENCE S57°00'00"E A DISTANCE OF 366.00 FEET TO THE NORTHEAST CORNER OF PARCEL B AS DESCRIBED IN RECEPTION NO. 2014000077889, ADAMS COUNTY RECORDS; THENCE N89°40'00"W ALONG THE NORTH LINE OF SAID PARCEL B, A DISTANCE OF 688.66 FEET TO THE EAST RIGHT-OF-WAY LINE OF PIGGOTT ROAD AND THE NORTHWEST CORNER OF SAID PARCEL B; THENCE S00°02'00"W ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 1557.87 FEET TO THE NORTH RIGHT-OF-WAY LINE OF EAST 72ND AVENUE AND THE SOUTHWEST CORNER OF PARCEL A AS DESCRIBED IN RECEPTION NO. 2014000077889, ADAMS COUNTY RECORDS; THENCE N89°53'02"E ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE 2612.97 FEET TO THE POINT OF BEGINNING. CONTAINS 118.686 ACRES MORE OR LESS.

Applicant: Dave Rebol, Grasslands at Comanche, LLC. 412 W. Platte Avenue, Fort Morgan, CO 80701

Public Hearings Location: 4430 S. Adams County Pkwy., Brighton, CO 80601 Please visit <http://www.adcogov.org/bocc> for up to date information. The full text of the proposed request and additional colored maps can be obtained by accessing the Adams County Community and Economic Development Department website at www.adcogov.org/planning/currentcases.

A.1

From: [CPD ePermit Center](#)
To: [Layla Bajelan](#)
Subject: FW: Newspaper Publication Requests for PRC2022-00004 and PRC2022-00005
Date: Tuesday, October 18, 2022 2:19:52 PM

Here's the confirmation for the newspaper publications

Sarahi Mijares

Permit Technician, Community & Economic Development

ADAMS COUNTY, COLORADO

4430 S. Adams County Parkway, Suite W2000B

Brighton, CO 80601-8218

o: 720.523.6818 | f: 720-523-6967 smijaresrivas@adcogov.org

Our hours have recently changed to **Tuesday-Friday from 7am-5:30pm.**

We are available by phone: 720-523-6800

From: Advertising <advertising@i-70scout.com>

Sent: Tuesday, October 18, 2022 2:18 PM

To: CPD ePermit Center <epermitcenter@adcogov.org>

Subject: Re: Newspaper Publication Requests for PRC2022-00004 and PRC2022-00005

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

Hey there Sarahi,

I went ahead and worked up the couple of case notices and they will get in for this Friday's edition (Oct. 21).

Sure appreciate it.

Talk to you later,

Steven Vetter
Managing Editor
The I-70 Scout/Eastern Colorado News
P.O. Box 829
Strasburg, CO 80136
(303)622-9796
advertising@i-70scout.com

On Oct 17, 2022, at 9:07 AM, Advertising <advertising@i-70scout.com> wrote:

Morning Sarahi,

Is getting these two things in for the Oct. 21 edition OK or should we wait until Oct. 28?

A.1

Just thought I'd check to see a preference.

Thank you much.

Steven Vetter
Managing Editor
The I-70 Scout/Eastern Colorado News
P.O. Box 829
Strasburg, CO 80136
(303)622-9796
advertising@i-70scout.com

On Oct 14, 2022, at 12:59 PM, CPD ePermit Center
<epermitcenter@adcogov.org> wrote:

Hello,

Please see the **two** attached publication requests for the following case(s):

- **PRC2022-00004**
- **PRC2022-00005**

May I get these cases published **on or before the October 29th,2022**, issue of the **I-70 Scout**. If there are any issues with deadlines please let me know.

Please bill account 25-350311

Thank you,

<image003.jpg>**Sarahi Mijares**

Permit Technician, Community & Economic Development

ADAMS COUNTY, COLORADO

4430 S. Adams County Parkway, Suite W2000B

Brighton, CO 80601-8218

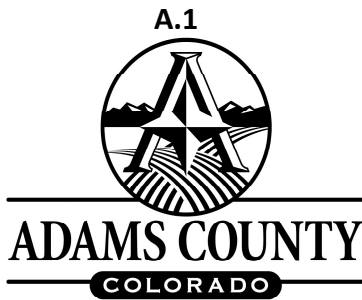
o: 720.523.6818 | f: 720-523-6967 smijaresrivas@adcogov.org

Our hours have recently changed to **Tuesday-Friday from 7am-5:30pm**.

We are available by phone: 720-523-6800

<6.2 Newspaper Publication Request-PRC2022-00004-Filing No. 5.docx>

<6.2 Newspaper Publication Request-PRC2022-00005-Filing No. 6.docx>



Referral Listing
Case Number PLT2021-00027
Grasslands At Comanche - Filing No. 5

Agency	Contact Information
Adams County Assessor	Margaret Grondalsky 4430 S Adams County Pkwy C2100 Brighton CO 80601 720.523.6712 MGrondalski@adcogov.org
Adams County Attorney	Christine Fitch 4430 S Adams County Pkwy Brighton CO 80601 720-523-6352 CFitch@adcogov.org
Adams County CEDD Addressing	Kevin Mills 4430 S Adams County Pkwy Brighton CO 80601 720.523.6800 kmills@adcogov.org
Adams County CEDD Administrative	Gina Maldonado 4430 S Adams County Pkwy Brighton CO 80601 720-523-6823 gmaldonado@adcogov.org
Adams County CEDD Building Safety	Justin Blair 4430 S Adams County Pkwy Brighton CO 80601 720-523-6825 JBlair@adcogov.org
Adams County CEDD Engineer	Dev. Services Engineering 4430 S Adams County Pkwy Brighton CO 80601 720-523-6800 Contact Person May Vary Depending on Case
Adams County CEDD Right-of-Way	David Dittmer 4430 S Adams County Pkwy. Brighton CO 80601 720-523-6837 ddittmer@adcogov.org
Adams County Constiuent Services	Matt Gorenc 4430 S Adams County Pkwy Brighton CO 80220 720.523.6997 mgorenc@adcogov.org

Adams County CSWB Code Compliance Officer	Kerry Gress 4430 S Adams County Pkwy Brighton CO 80601 720.523.6832 kgress@adcogov.org
Adams County CSWB Neighborhood Services Division	Gail Moon 4430 S Adams County Pkwy Brighton CO 80601 720-523-6856 gmoon@adcogov.org
Adams County POSCA Deputy Director	Marc Pedrucci 9755 Henderson Rd Brighton CO 80601 303-637-8014 mpedrucci@adcogov.org
Adams County POSCA Director	Byron Fanning 9755 Henderson Rd Brighton CO 80601 303-637-8000 bfanning@adcogov.org
Adams County POSCA Natural Resource Specialist	Aaron Clark 9755 Henderson Rd Brighton CO 80601 (303) 637-8005 aclark@adcogov.org
Adams County Public Works Construction Inspection	- - 4430 S Adams County Pkwy Brighton CO 80601 720-523-6965 Send to Case Engineer
Adams County Sheriff	Community Connections 4430 S Adams County Pkwy Brighton CO 80601 303-655-3283 CommunityConnections@adcogov.org
Adams County Sheriff	Rick Reigenborn 4430 S Adams County Pkwy Brighton CO 80601 (303) 654-1850 rreigenborn@adcogov.org
Adams County Treasurer	Lisa Culpepper 4430 S Adams County Pkwy Brighton CO 80601 720.523-6166 lculpepper@adcogov.org
Bennett Fire Protection District #7	Captain Caleb J Connor 355 4th St Bennett CO 80102 303-532-7733 CalebConnor@BennettFireRescue.org

Bennett Fire Protection District #7	Chief Earl Cumley 355 4th St Bennett CO 80102 303-644-3572 earlcumley@bennettfirerescue.org	
Bennett Parks & Recreation District	Leila Schaub 455 S 1st Street Bennett CO 80102-0379 303-644-5040 director@bennettrec.org	
BENNETT SCHOOL DISTRICT 29J	Robin Purdy 615 7TH ST. BENNETT CO 80102 303-644-3234 Ext: 8203 robinp@bsd29j.com	
Century Link	Joseph Osbourne 303.518.3360 RCUs only: joseph.osborne@centurylink.com	
Century Link	Network Real Estate Team 303.518.3360 VSPs ONLY: relocations@centurylink.com	
Century Link	NRE Easement 303.518.3360 PLTs ONLY: nre.easement@centurylink.com	
Century Link, Inc	Ken Miller 5325 Zuni St, Rm 728 Denver CO 80221 303.518.3360 RCUs ONLY: kenneth.r.miller@lumen.com	
Colorado Division of Water Resources	Joanna Williams Office of State Engineer 1313 Sherman St, Room 818 Denver CO 80203 303-866-3581 joanna.williams@state.co.us	
Colorado Division of Wildlife	Hannah Posey 6060 Broadway St. Denver CO 80216-1000 303-947-1798 hannah.posey@state.co.us	
Colorado Geological Survey	Jill Carlson 1500 Illinois Street Golden CO 80401 303-384-2643 CGS_LUR@mines.edu	303-384-2655
Colorado Geological Survey: CGS_LUR@mines.edu	Jill Carlson Mail CHECK to Jill Carlson 303-384-2643 CGS_LUR@mines.edu	303-384-2655

COMCAST	JOE LOWE 8490 N UMATILLA ST FEDERAL HEIGHTS CO 80260 303-603-5039
CORE Electric Cooperative	Brooks Kaufman PO Box Drawer A 5496 North US Hwy 85 Sedalia CO 80135 720.733.5493 BKaufman@core.coop
Intermountain Rural Electric Association (IREA)	Customer Contact 5496 N US Hwy 85 Sedalia CO 80135 303-688-3100 customercontact@irea.coop
Public Service Company of Colorado (PSCo) dba Xcel Energy	- - 1123 W 3rd Ave Denver CO 80223 303.571.3306 bdrco@xcelenergy.com
Public Service Company of Colorado (PSCo) dba Xcel Energy	Donna George 1123 W 3rd Ave DENVER CO 80223 303-571-3306 Donna.L.George@xcelenergy.com
Strasburg Fire Protection District #8	Liz Hines PO Box 911 Strasburg CO 80136 303-622-4814 lhines@svfd8.org
Strasburg Fire Protection District #8	Patrick Conroy PO Box 911 303.775.8515 pconroy@svfd.org
STRASBURG PARKS AND REC DIST.	Angie Graf P.O. BOX 118 STRASBURG CO 80136 (303) 622-4260 angie@strasburgparks.org
Strasburg School District 31J	Monica Johnson 56729 E Colorado Ave Strasburg CO 80136 303-622-9211 mjohnson@strasburg31j.com
United States Postal Service	Jason Eddleman 303-853-6025 Jason.G.Eddleman@usps.gov

A.1

CAMP B LAND COMPANY LLC
PO BOX 1016
GOLDEN CO 80402-1016

HUFFMAN LINDA JEAN AND
HUFFMAN GEORGE LOWELL
8065 STRASBURG ROAD
STRASBURG CO 80136

CITY OF WESTMINSTER
4800 W 92ND AVE
WESTMINSTER CO 80030-6399

JOHNSON GAYLON V AND
JOHNSON COZZIE
18063 E OHIO AVE APT 203
AURORA CO 80017-3386

FIELDS FRANK R AND
FIELDS MICHELLE L
1635 LONGBRANCH ST
STRASBURG CO 80136-7733

LAND DEVELOPERS INC
1035 37TH AVENUE CT
GREELEY CO 80634-2513

FUNK RONALD D LIVING TRUST A REVOCABLE
TRUST
PO BOX 501
STRASBURG CO 80136-0501

LAZY REVERSE S LLC
3600 HEADLIGHT RD
STRASBURG CO 80136-8110

GRASSLANDS AT COMANCHE LLC
412 W PLATTE AVE
FORT MORGAN CO 80701-2650

LIBERTY PROPANE OPERATIONS LLC
PO BOX 206
WHIPPANY NJ 07981-0206

GRASSLANDS AT COMMANCHE LLC
412 W PLATTE AVE
FORT MORGAN CO 80701-2650

LOSH LOREN AND
LOSH SUSAN
PO BOX 557
STRASBURG CO 80136-0557

GRAY GEORGE A 50% INT AND
GRAY GENE A 50% INT
19744 W 58TH PL
GOLDEN CO 80403-2139

MACHADO EFRAIN
3125 S OLATHE WAY
AURORA CO 80013-2023

GREEN THOMAS B AND
GREEN BEATRICE L
PO BOX 335
BYERS CO 80103-0335

SPENCE JAMES L AND
SPENCE ANNETTE M
PO BOX 739
STRASBURG CO 80136-0739

HAERTHER DARYL AND
HAERTHER BETTE
PO BOX 557
STRASBURG CO 80136-0557

STRASBURG FIRE PROTECTION DISTRICT NO 8
PO BOX 241
STRASBURG CO 80136

HOLLY INVESTMENT CO
PO BOX 557
STRASBURG CO 80136-0557

STRASBURG SCHOOL DISTRICT NO 31-J
56729 E COLORADO AVE/PO BOX 207
STRASBURG CO 80136

A.1

THE MAX FISHER TRUST
1031 DEAD RUN DR
MCLEAN VA 22101-2123

JANISCH LISA MARIE AND
JANISCH LAVERNE JOSEPH
OR CURRENT RESIDENT
6651 STRASBURG RD
STRASBURG CO 80136-8502

VDALS FARM AND RANCH LLC
439 ZANTE WAY
LOCHBUIE CO 80603

KRUSE KEITH D AND
KRUSE MARY COLLEEN
OR CURRENT RESIDENT
7591 WOODCHEST ST
STRASBURG CO 80136-8183

VEST RANCH LLC
5238 WA COUNTY ROAD DD
FLAGLER CO 80815-9706

MUNOZ RAUL JR AND
MUNOZ-ZAPATA MIRIAM YANETH
OR CURRENT RESIDENT
7660 WOODCHEST ST
STRASBURG CO 80136-8182

BARBER TRENT AND
BARBER ANGELA
OR CURRENT RESIDENT
7610 WOODCHEST ST
STRASBURG CO 80136-8182

RS DEVELOPMENT INC
OR CURRENT RESIDENT
7370 WOODCHEST ST
STRASBURG CO 80136-8185

BARKHAUSEN HARRY M JR AND
BARKHAUSEN SANDRA LEE
OR CURRENT RESIDENT
6849 STRASBURG RD
STRASBURG CO 80136-8502

SCHMIDT JANE M AND
SCHMIDT JAMES M
OR CURRENT RESIDENT
7621 WOODCHEST ST
STRASBURG CO 80136-8182

BROWN BRIAN K AND
COPPEDGE STEFANIE A
OR CURRENT RESIDENT
7640 WOODCHEST ST
STRASBURG CO 80136

THOMPSON CAROL ANN
OR CURRENT RESIDENT
7651 WOODCHEST ST
STRASBURG CO 80136-8182

COX ANDREW D AND
CATHCART TRACY L
OR CURRENT RESIDENT
6945 STRASBURG RD
STRASBURG CO 80136-8502

WALLIS MARK
WALLIS STEPHANIE
OR CURRENT RESIDENT
7531 WOODCHEST ST
STRASBURG CO 80136-8183

DICKENS NICKOLAS AND
SCHULZ-DICKENS VICTORIA L
OR CURRENT RESIDENT
7590 WOODCHEST ST
STRASBURG CO 80136-8183

WHITBECK MICHAEL AND
MARIN ROSA MARIA HERNANDEZ
OR CURRENT RESIDENT
7471 WOODCHEST ST
STRASBURG CO 80136-8184

ENGLEHART RONALD
ENGLEHART CATHERINE
OR CURRENT RESIDENT
6755 STRASBURG RD
STRASBURG CO 80136-8502

CURRENT RESIDENT
56520 74TH AVE
STRASBURG CO 80136-8157

GUTIERREZ JESUS BALDERAS
OR CURRENT RESIDENT
7330 WOODCHEST ST
STRASBURG CO 80136-8185

CURRENT RESIDENT
56315 74TH AVE
STRASBURG CO 80136-8159

A.1

CURRENT RESIDENT
7337 VAN SICKLE ST
STRASBURG CO 80136-8178

CURRENT RESIDENT
55355 E 80TH AVE
STRASBURG CO 80136-8503

CURRENT RESIDENT
7377 VAN SICKLE ST
STRASBURG CO 80136-8178

CURRENT RESIDENT
56177 E 80TH AVE
STRASBURG CO 80136-8503

CURRENT RESIDENT
7530 WOODCHEST ST
STRASBURG CO 80136-8183

CURRENT RESIDENT
8065 STRASBURG RD
STRASBURG CO 80136-8508

CURRENT RESIDENT
7420 WOODCHEST ST
STRASBURG CO 80136-8184

CURRENT RESIDENT
8255 STRASBURG RD
STRASBURG CO 80136-8512

CURRENT RESIDENT
7440 WOODCHEST ST
STRASBURG CO 80136-8184

CURRENT RESIDENT
8375 STRASBURG RD
STRASBURG CO 80136-8512

CURRENT RESIDENT
7460 WOODCHEST ST
STRASBURG CO 80136-8184

CURRENT RESIDENT
7350 WOODCHEST ST
STRASBURG CO 80136-8185

CURRENT RESIDENT
7390 WOODCHEST ST
STRASBURG CO 80136-8185

CURRENT RESIDENT
56800 E 76TH AVE
STRASBURG CO 80136-8186

CURRENT RESIDENT
8551 HEADLIGHT RD
STRASBURG CO 80136-8400

CERTIFICATE OF POSTING



I, Layla Bajelan, do hereby certify that I had the property posted at

Parcel No. 0173133300010

on October 31, 2022

In accordance with the requirements of the Adams County Zoning Regulations

Layla Bajelan

Grasslands at Comanche, Filing 5 & 6

PRC2022-00004 & PRC2022-00005

Board of County Commissioners

November 29, 2022

Community & Economic Development Department

Presented by: Layla Bajelan, Senior Long Range Planner



Requests

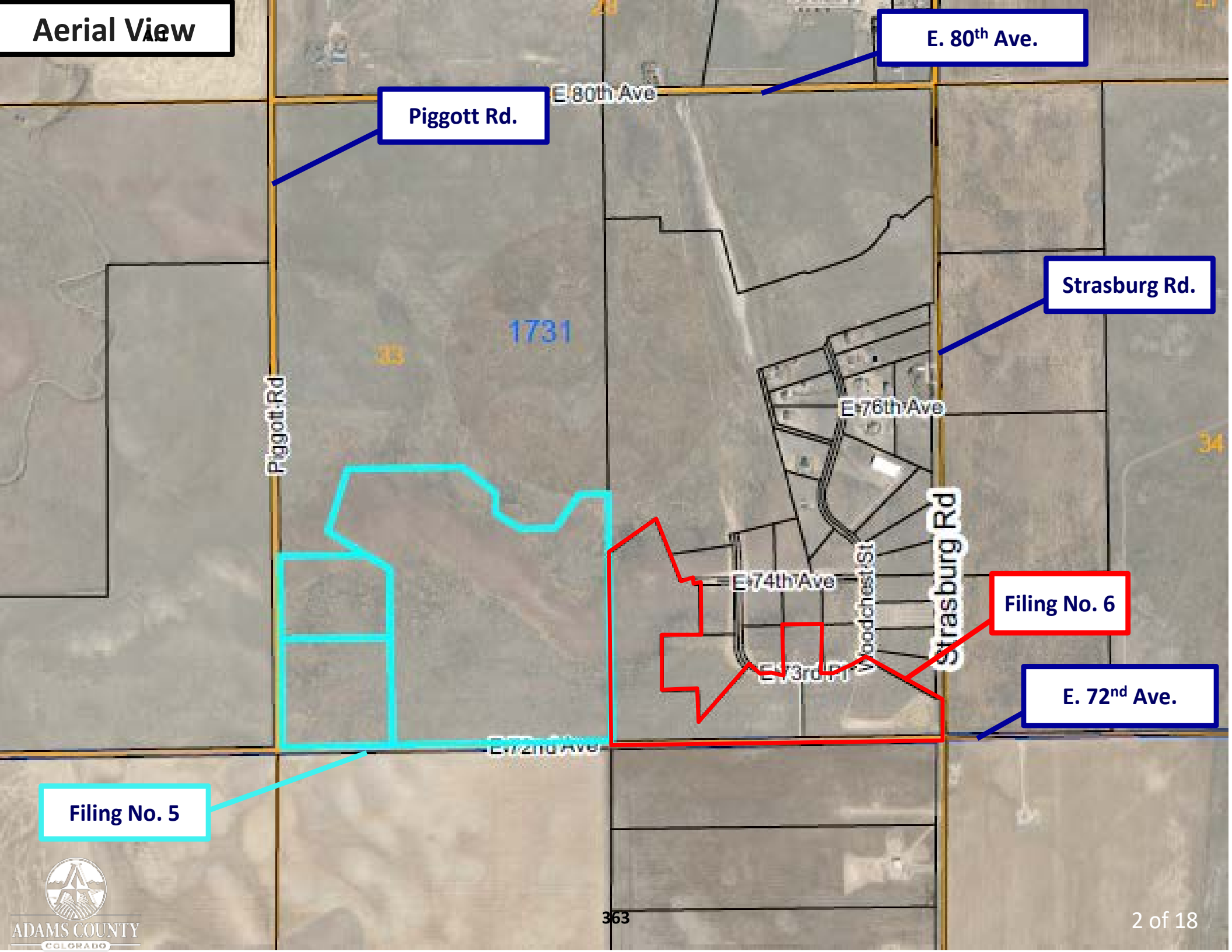
PRC2022-0004; Filing No. 5

1. Major Subdivision Preliminary Plat
 - 19 residential lots
 - 3 nonresidential tracts
2. Waiver from the Subdivision Design Standards
 - Lots that have a lot depth to width ratio greater than 3:1

PRC2022-0005; Filing No. 6

1. Major Subdivision Preliminary Plat
 - 15 residential lots
 - 2 nonresidential tracts
2. Waiver from the Subdivision Design Standards
 - Lots that have a lot depth to width ratio greater than 3:1
3. Waiver from the Subdivision Design Standards
 - Double fronting lots

Aerial View



E. 80th Ave.

Piggott Rd.

Strasburg Rd.

1731

Piggott Rd.

E. 76th Ave.

Filing No. 6

Strasburg Rd.

E. 74th Ave.

E. 72nd Ave.

Woodchest St.

E. 73rd Pl.

E. 72nd Ave.

Filing No. 5



Piggott Rd.

E. 80th Ave.

E:80thAve

Strasburg Rd.

Piggott Rd

33 P-U-D

1721

PUD

E:76thAve

E:74thAve

Strasburg Rd

Filing No. 6

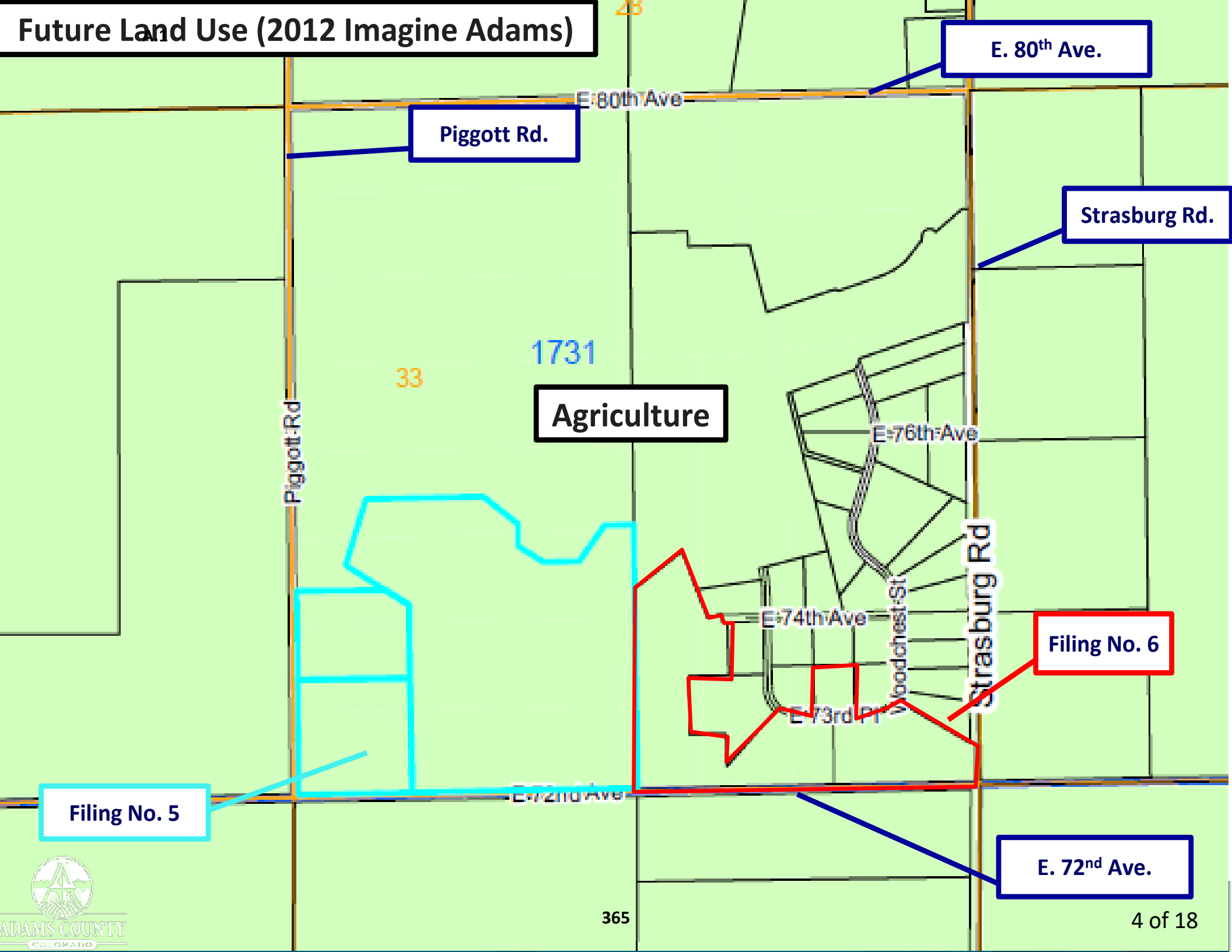
Filing No. 5

E:72ndAve

E. 72nd Ave.



Future Land Use (2012 Imagine Adams)



E. 80th Ave.

Piggott Rd.

Strasburg Rd.

Agriculture

Filing No. 6

Filing No. 5

E. 72nd Ave.



^{A.1} Criteria for Major Subdivision Preliminary Plat

Section 2-02-20-03-05

1. Conforms with subdivision design standards
2. Adequate water supply
3. Adequate sewer service
4. Any soil or topographical conditions have been identified
5. Adequate drainage infrastructure
6. Public infrastructure
7. Consistent with Comprehensive Plan and applicable subarea plans
8. Consistent with development standards
9. Compatible with surrounding area

Criteria for Waiver from the Subdivision Design Standards

Section 2-02-20-03-05

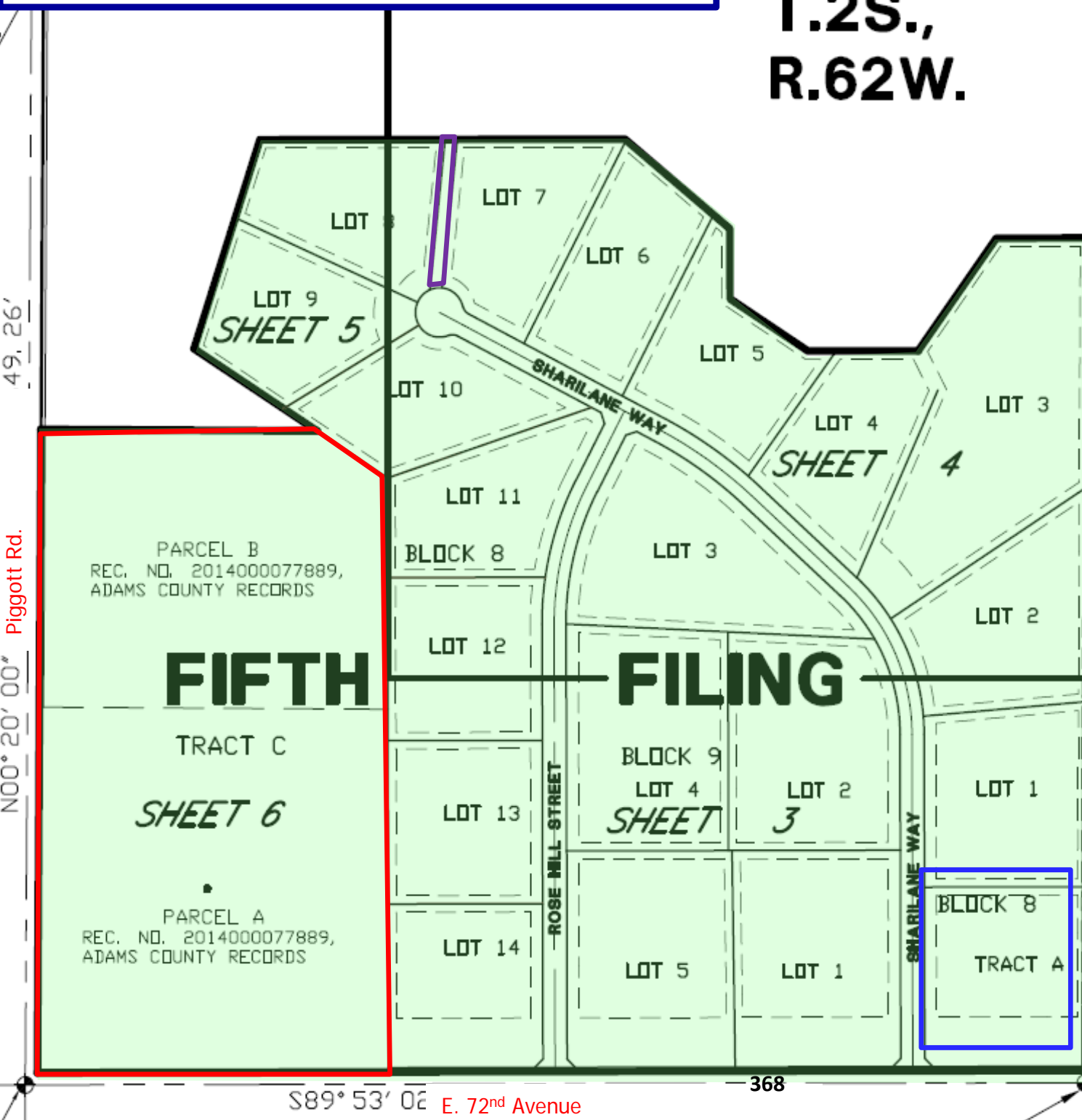
1. Extraordinary Hardships or Practical Difficulties result from strict compliance with these standards and regulations.
2. Purpose of these standards and regulations are served to a greater extent by the alternative proposal.
3. Does not have the effect of nullifying the purpose of these standards and regulations.

Proposed Preliminary Plat, Filing No. 5

**SEC. 35,
T.2S.,
R.62W.**

Filing No. 5

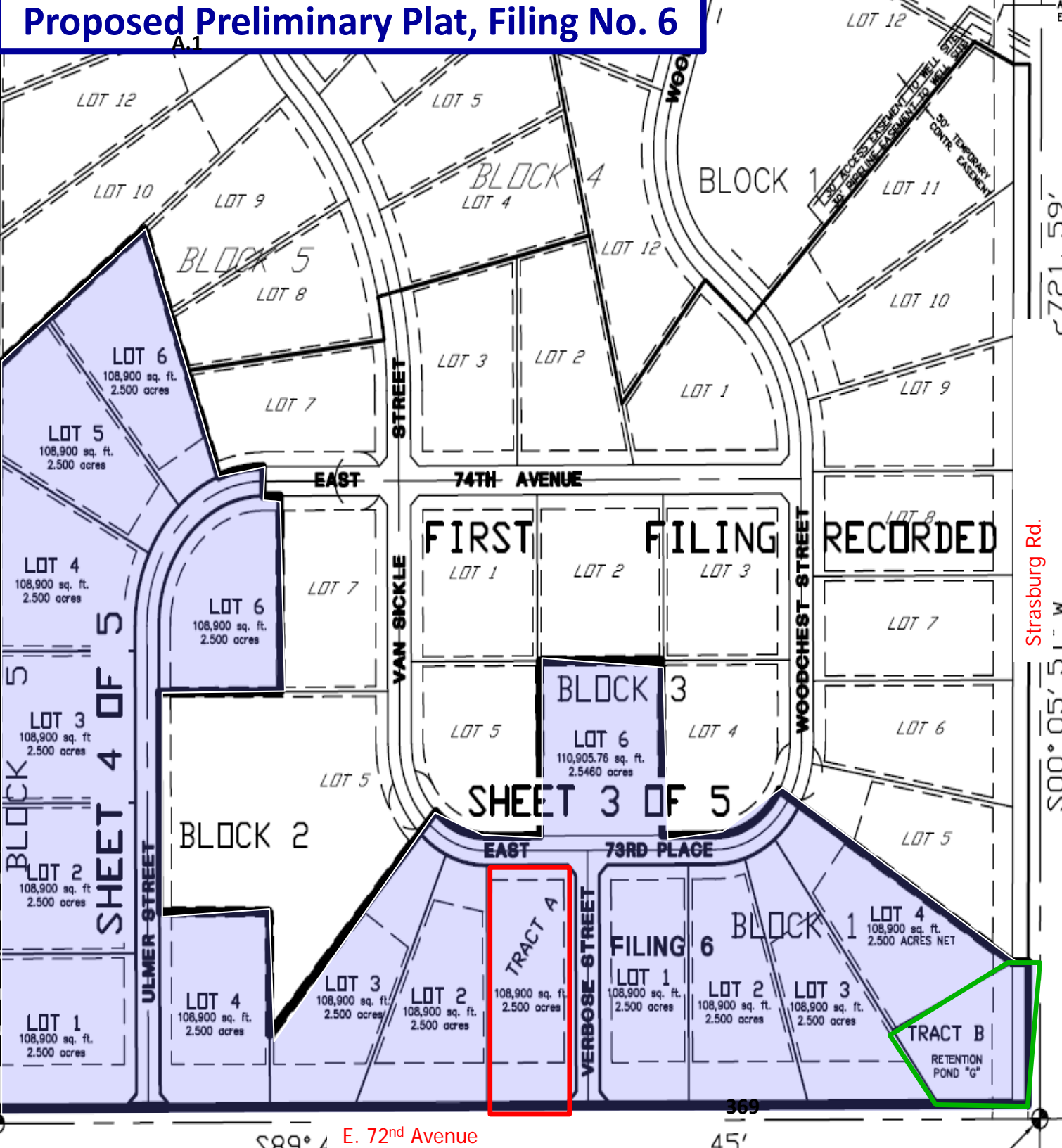
- 19 residential lots
- 3 nonresidential tracts
 - School site
 - Drainage and pond
 - Access to open space



Proposed Preliminary Plat, Filing No. 6

Filing No. 6

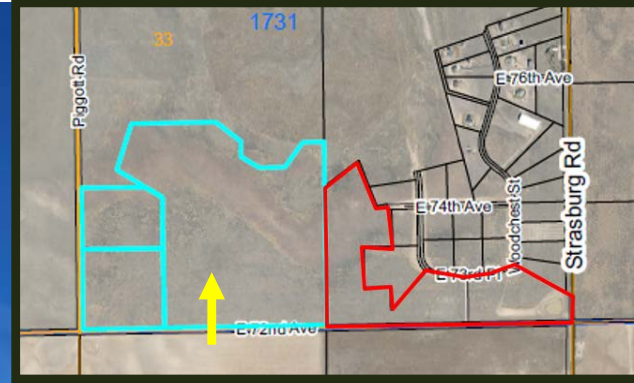
- 15 residential lots
- 2 nonresidential tracts
 - Drainage
 - Drainage Pond



Strasburg Rd.

E. 72nd Avenue

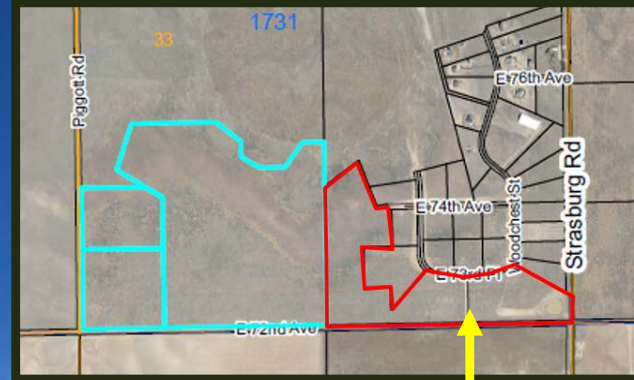
Site Conditions



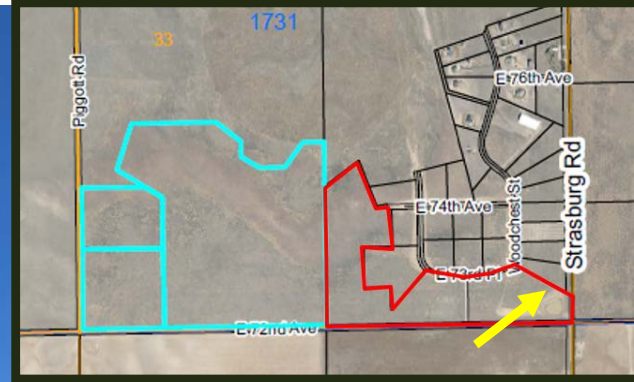
DEVELOPMENT PROPOSAL
PLANNING PERMITS
P
ADAMS COUNTY PLANNING DEPARTMENT
1000 10th St, Suite 100
Broomfield, CO 80020
303.427.4300

DEVELOPMENT PROPOSAL
PLANNING PERMITS
P
ADAMS COUNTY PLANNING DEPARTMENT
1000 10th St, Suite 100
Broomfield, CO 80020
303.427.4300

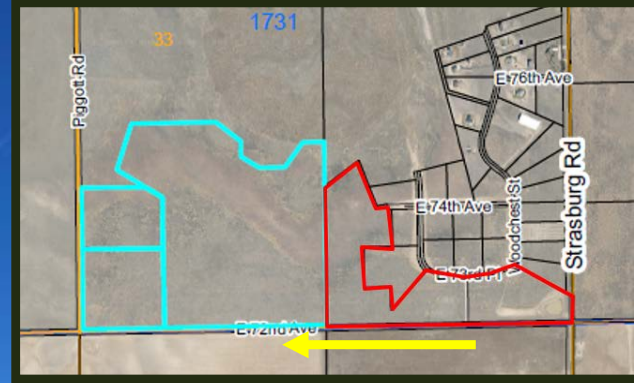
Site Conditions



Site Conditions



Site Conditions



^{A.1} Referral Comments, Filing No. 5 & 6

Case #	Notifications Sent*	#Comments Received
PRC2022-00004, Filing No. 5	55	0
PRC2022-00005; Filing No. 6	54	0

*Property owners and occupants within 1-mile

Public Comment: N/A

Responding with initial Concern: DWR, TCHD

Responding without Concern: Adams County Sheriff, Division of Wildlife, CGS, CORE Energy, Lumen, Strasburg 31J School District, Strasburg Fire, Strasburg Parks, Xcel Energy

^{A.1} PC Update/ Staff Recommendation

PRC2022-00004; Filing No. 5 & PRC2022-00005; Filing No. 6

PC Update (11/10/2022):

- PRC2022-00004; Filing No 5- Approval (5-0) with 9 Findings-of-Fact and 4 Notes to the Applicant
- PRC2022-00004; Filing No 5- Approval (5-0) with 9 Findings-of-Fact and 4 Notes to the Applicant

Staff Recommendation, PRC2022-00004; Filing No 5:

Staff recommends APPROVAL of the subject requests (PRC2022-00004) with 12 Findings-of-Fact and 4 Notes to the Applicant

Staff Recommendation, PRC2022-00005; Filing No 6:

Staff recommends APPROVAL of the subject requests (PRC2022-00005) with 15 Findings-of-Fact and 4 Notes to the Applicant



A.1 Recommended Findings-of-Fact

Preliminary Plat

1. The preliminary plat is consistent with the Adams County Comprehensive Plan and any available area plan.
2. The preliminary plat is consistent with the purposes of these standards and regulations.
3. The preliminary plat is in conformance with the subdivision design standards and any approved sketch plan.
4. The applicant has provided evidence that a sufficient water supply has been acquired in terms of quantity, quality, and dependability for the type of subdivision proposed, as determined in accordance with the standards set forth in the water supply standards.
5. The applicant has provided evidence that a public sewage disposal system has been established and, if other methods of sewage disposal are proposed, adequate evidence indicating that such system complies with state and local laws and regulations.
6. The applicant has provided evidence to show all areas of the proposed subdivision, which may involve soil or topographical conditions presenting hazards or requiring special precautions, have been identified by the applicant and the proposed uses of these areas are compatible with such conditions.

A.1 Recommended Findings-of-Fact

7. The applicant has provided evidence that adequate drainage improvements comply with these standards and regulations.
8. The overall density of development within the proposed subdivision conforms to the zone district density allowances.
9. The proposed subdivision is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County. The proposed subdivision has established an adequate level of compatibility by:
 - a. Incorporating natural physical features into the development design and providing sufficient open spaces considering the type and intensity of use;
 - b. Incorporating site planning techniques to foster the implementation of the County's plans, and encourage a land use pattern to support a balanced transportation system, including auto, bike, and pedestrian traffic, public or mass transit, and the cost-effective delivery of other services consistent with adopted plans, policies and regulations of the County;

A.1 Recommended Findings-of-Fact

- c. Incorporating physical design features in the subdivision to provide a transition between the project and adjacent land uses through the provision of an attractive entryway, edges along public streets, architectural design, and appropriate height and bulk restrictions on structures;
- d. Incorporating identified environmentally sensitive areas, including but not limited to, wetlands and wildlife corridors, into the project design; and
- e. Incorporating public facilities or infrastructure, or cash-in-lieu, reasonably related to the proposed subdivision so the proposed subdivision will not negatively impact the levels of service of the County services and facilities.

Waiver from the Subdivision Design Standards

10. Extraordinary hardships or practical difficulties result from strict compliance with these standards and regulations.

11. The purpose of these standards and regulations are served to a greater extent by the alternative proposal.

12. The waiver does not have the effect of nullifying the purpose of these standards and regulations.



Recommended Notes

1. The applicant shall comply with all building, zoning, fire, engineering, and health codes and regulations during the development of the subject site.
2. The preliminary plat approval shall expire on November 29, 2024, if a final plat application is not submitted to the Adams County Community and Economic Development Department.
3. The conveyance of land or payment of cash in lieu shall be required prior to the recording of the first plat document for the subdivision. This fee shall be determined by the fee structure specified in Section 5-05 of the Adams County Development Standards and Regulations.
4. All utilities shall be located underground pursuant to the Adams County Development Standards and Regulations.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: November 29, 2022
SUBJECT/TITLE: PRC2022-00005 Grasslands at Comanche, Filing No. 6 Preliminary Plat
FROM: Layla Bajelan, Senior Long Range Planner
AGENCY/DEPARTMENT: Community & Economic Development
HEARD AT STUDY SESSION ON: N/A
RECOMMENDED ACTION: That the Board of Conty Commissioners approve the preliminary plat and waivers from the Subdivision Design Standards with 15 findings-of-fact and 4 notes to the applicant

BACKGROUND:

Dave Rebol, the applicant and property owner, is requesting a major subdivision preliminary plat to create 15 residential lots, two nonresidential tracts, and associated public roads on approximately 46 acres within the Grasslands at Comanche Planned Unit Development (PUD). Additionally, the applicant is requesting two waivers from the Subdivision Design Standards to allow lots to have an average depth greater than three times the average width and to allow for double fronting lots.

The subject request is located within the approved final development plan (FDP) boundary for the Grasslands at Comanche PUD. This portion of the development is known as Filing 6. The FDP shows this as Filing 1, however when Filing 1 was platted, this portion was not included, so the applicant is referring to this as Filing 6. The BoCC previously approved Filing 2 of the PUD in 2008 and Filing 1 of the PUD in 2017.

The Grasslands at Comanche FDP was approved for 118 rural-residential lots, a school site, and 210 acres of land on the northwestern portion of the development for conservation. Residential development within the PUD is expected to be similar in density and design to that of development in the A-1 zone district. The lots will allow for one single-family home to be constructed on each lot. Upon approval of the preliminary plat, the applicant will be expected to submit an application for the final plat and associated subdivision improvements agreement (SIA).

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Attorney's Office

ATTACHED DOCUMENTS:

BoCC Presentation

BoCC Packet

FISCAL IMPACT:

No

ADDITIONAL NOTE:

N/A



COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT

CASE NO.: PRC2022-00005

CASE NAME: Grasslands at Comanche Filing No. 6, Preliminary Plat

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 Preliminary Plat

EXHIBIT 4- Referral Comments

- 4.1 Referral Comments (Adams County Development Review Team)
- 4.2 Referral Comments (Colorado Geological Survey)
- 4.3 Referral Comments (CORE)
- 4.4 Referral Comments (CDNR-Division of Water Resources)
- 4.5 Referral Comments (Lumen)
- 4.6 Referral Comments (Strasburg 31J Schools)
- 4.7 Referral Comments (Strasburg Fire)
- 4.8 Referral Comments (Strasburg Parks)
- 4.9 Referral Comments (TCHD)
- 4.10 Referral Comments (Xcel)

EXHIBIT 5- Public Comments

N/A

EXHIBIT 6- Associated Case Materials

- 6.1 Request for Comments
- 6.2 Public Hearing Notice
- 6.3 Newspaper Publication
- 6.4 Referral Agency Labels
- 6.5 Property Owner Labels
- 6.6 Certificate of Posting



**COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT
STAFF REPORT**

Board of County Commissioners

November 29, 2022

CASE No.: PRC2022-00005 CASE NAME: Grasslands at Comanche - Filing No. 6	
Owners/ Applicant Name:	Dave Rebol, Grasslands at Comanche, LLC.
Owner/ Applicant Address:	412 W PLATTE AVE Fort Morgan, Colorado 80701
Parcel Number:	0173133400009 (46 acres)
Nature of Requests:	1) Major Subdivision Preliminary Plat to create 15 residential lots and two nonresidential tracts within the Grasslands at Comanche Planned Unit Development. (PLT2021-00028); 2) Waiver from the Subdivision Design Standards to allow lots that have a lot depth to width ratio greater than 3:1 (PLT2022-00019); and 3) Waiver from the Subdivision Design Standards to allow for double fronting lots (PLT2022-00020)
Current Zone Districts:	Planned Unit Development PUD- Grasslands at Comanche
Future Land Use:	Agriculture (Imagine Adams 2012)
Total Site Area:	Approximately 46 acres
Hearing Date(s):	PC: November 10, 2022 / 6:00 pm BoCC: November 29, 2022 / 9:30 am
Report Date:	November 15, 2022
Case Manager:	Layla Bajelan, Senior Long-Range Planner
PC Recommendation:	APPROVAL with 15 findings-of-fact and 4 notes

SUMMARY OF PAST APPLICATIONS

On January 21, 2007, the Board of County Commissioners (BoCC) approved (Case # PRJ2007-00004): 1) a rezoning of approximately 18 acres from Agricultural-3 (A-3) to Agricultural-2 (A-2), and 402 acres from A-3 to Agricultural-1 (A-1); 2) a preliminary development plan for 120 residential lots on 402 acres, an 18 acre school site, and approximately 210 acres reserved in conservation easement; and 3) a preliminary plat for 120 residential lots.

On January 14, 2008, the BoCC approved (Case # PRJ2007-00036): 1) a final development plan (FDP) for 118 residential lots, a 17 acre school site, and 210 acres reserved as a conservation easement and 2) a final plat for 10 residential lots, referenced as Grasslands at Comanche, Filing 2. The remaining portions of the approved preliminary plat were not included in the final plat approval and expired. Per Section 2-02-17-03-07 of the County's Development Standards

and Regulations, a preliminary plat approval shall lapse two (2) years from the date of approval if a final plat is not submitted.

On September 13, 2016, the BoCC approved (Case # PLT2016-00012) a preliminary plat for 18 residential lots on 57 acres, known as Grasslands at Comanche, Filing 1.

SUMMARY OF APPLICATIONS

Background:

Dave Rebol, the applicant and property owner, is requesting a major subdivision preliminary plat to create 15 residential lots, two nonresidential tracts, and associated public roads on approximately 46 acres within the Grasslands at Comanche Planned Unit Development (PUD). The subject request is located within the approved final development plan boundary for the Grasslands at Comanche PUD. This portion of the development is known as Filing 6. The FDP shows this as Filing 1, however when Filing 1 was platted, this portion was not included, so the applicant is referring to this as Filing 6. The BoCC previously approved Filing 2 of the PUD in 2008 and Filing 1 of the PUD in 2017.

The Grasslands at Comanche FDP was approved for 118 rural-residential lots, a school site, and 210 acres of land on the northwestern portion of the development for conservation. Residential development within the PUD is expected to be similar in density and design to that of development in the A-1 zone district. The lots will allow for one single-family home to be constructed on each lot. Upon approval of the preliminary plat, the applicant will be expected to submit an application for the final plat and associated subdivision improvements agreement (SIA).

Major Subdivision (Preliminary Plat)

Per Section 2-02-17 of the County's Development Standards and Regulations, the applicant is requesting a Major Subdivision (Preliminary Plat) for the proposed residential development. Currently, the site consists of one parcel. The applicant's proposal will create 15 residential lots, two nonresidential tracts, and associated public roadways. The proposed tracts are for drainage and a pond for the proposed subdivision, that is to be owned and maintained by the HOA.

Per Section 5-03-03 of the County's Development Standards and Regulations, subdivision plats and lot dimensions are required to conform to all dimensional requirements of the zone district in which the property is located. In addition, all lots created by a subdivision shall have access to a County maintained right-of-way.

The Grasslands at Comanche PUD requires that the proposed lots meet the minimum lot size and lot width of the A-1 zone district, unless specified within the approved amendment. The minimum lot size required is 2.5 acres and the minimum lot width is 150 feet for lots that are serviced by private well and septic system. Additionally, all proposed lots will have access on a public right-of-way, specifically Ulmer Street and East 73rd Avenue. All proposed lots within Filing 6 are defined within the approved and amended FDP and meet the dimensional requirements for the PUD.

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.

A proof of adequate water and sewer services is required for the approval of a preliminary plat. The applicant obtained a letter from the Colorado Division of Water Resources stating that adequate water supply is available to support the proposed development. For sewer services, individual septic systems will be provided for each lot. Tri-County Health reviewed the request and did not have concerns with the use of septic systems on the lots.

Subdivision Design and Improvements

The proposed preliminary plat has been reviewed by County staff for consistency with the County’s Subdivision Design Standards (Section 5-03). The proposed plat has been designed to be appropriate for development, and the lot configuration is suitable for access and emergency services.

Per Section 5-02-05 of the County’s Development Standards and Regulations, a subdivision improvements agreement (SIA) will be required with a final plat. The SIA allows for construction of infrastructure, such as streets, curbs, gutters, sidewalks, and storm sewers to be constructed on the property, if required. In addition, for residential subdivisions, public land dedication is required to support schools, neighborhood parks, and regional parks. Section 5-05-05-04 of the County’s Development Standards allows for cash-in-lieu of land dedication. These cash-in-lieu fees will be expected to be paid prior to scheduling the final plat application for public hearings, if applicable.

Waiver From Subdivision Design Standards:

Per Section 2-02-15 of the County’s Development Standards and Regulations, the applicant is requesting the BoCC consider two waivers from the Subdivision Design Standards: 1) to allow lots to have an average depth greater than three times the average width (Section 5-03-03-06) and 2) to allow for double fronting lots (Section 5-03-03-08-01).

Staff is supportive of the waiver to allow lots to have an average depth greater than three times the average width and double fronting lots, as the number of lots and the dimension of the lots were previously defined in the approved FDP. A landscape tract is often used to prevent double fronting lots, however due to the subject subdivision being out east with limited water, the landscape tract would not be appropriate in that context. The lots will be sufficient in size to allow for development and there is no detriment to the public good. Without the waiver, the applicant would not be able to plat the lots in the manner that was outlined in the approved FDP.

Future Land Use Designation/Comprehensive Plan:

The Adams County 2012 Imagine Adams Comprehensive Plan future land use map designates the subject area as Agriculture. The subject application was applied for prior to the adoption of the 2022 Advancing Adams Comprehensive Plan. Per Chapter 5 of the County’s Comprehensive Plan, the purpose of the Agriculture future land use designation is to preserve areas for long term

A.2

farming, and separate and define urban areas. Agriculture areas are also expected to develop with very low-density residential uses and at densities of one dwelling unit per 35 acres. Grasslands at Comanche requires 2.5 acres per lot, which is similar to the A-1 zone district. The development has placed over 200 acres in conservation to allow for the additional density. Further, the Agriculture future land use areas should be preserved for long-term farming, conservation of environmentally-sensitive area, and limit the extension of services where they are costly and difficult to provide.

The proposed subdivision is a portion of the Grasslands at Comanche PUD. The approved FDP for this area includes conservation easements covering 210 acres to preserve the rural character of the area and environmentally-sensitive lands. The proposed preliminary plat complies with the approved FDP for the area.

Site Characteristics:

The site is approximately four miles north of Strasburg; more specifically, the northwest corner of the intersection of East 72nd Avenue and Strasburg Road. The property is currently vacant; however, it is adjacent to large, single-family residential lots, approved as part of the Grasslands at Comanche PUD, Filings 1 and 2.

Surrounding Zoning Designations and Existing Use Activity:

Northwest A-3 Vacant	North PUD Vacant	Northeast PUD Vacant
West A-3 Vacant	Subject Property PUD <u>Vacant</u>	East PUD Vacant
Southwest A-3 Vacant	South A-3 Vacant	Southeast PUD Vacant

Compatibility with the Surrounding Area:

A majority of properties to the north and northeast of the proposed subdivision are developed as single-family residential or are vacant lots. The developments are all within the Grasslands at Comanche PUD. All other areas surrounding the proposed preliminary plat are currently vacant and likely be developed with single-family homes, consistent with the approved PUD.

This application is compatible with the overall area and are not detrimental to public health and safety. Approval of this request will be consistent with the character of development activities in the area.

Staff Recommendation:

Based upon the application, the criteria for approval, and a recent site visit, staff recommends approval of the request preliminary plat and waiver from the subdivision design standards with 15 findings-of-fact and 4 notes:

Recommended Findings-of-Fact

Preliminary Plat

1. The preliminary plat is consistent with the Adams County Comprehensive Plan and any available area plan.
2. The preliminary plat is consistent with the purposes of these standards and regulations.
3. The preliminary plat is in conformance with the subdivision design standards and any approved sketch plan.
4. The applicant has provided evidence that a sufficient water supply has been acquired in terms of quantity, quality, and dependability for the type of subdivision proposed, as determined in accordance with the standards set forth in the water supply standards.
5. The applicant has provided evidence that a public sewage disposal system has been established and, if other methods of sewage disposal are proposed, adequate evidence indicating that such system complies with state and local laws and regulations.
6. The applicant has provided evidence to show all areas of the proposed subdivision, which may involve soil or topographical conditions presenting hazards or requiring special precautions, have been identified by the applicant and the proposed uses of these areas are compatible with such conditions.
7. The applicant has provided evidence that adequate drainage improvements comply with these standards and regulations.
8. The overall density of development within the proposed subdivision conforms to the zone district density allowances.
9. The proposed subdivision is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County. The proposed subdivision has established an adequate level of compatibility by:
 - a. Incorporating natural physical features into the development design and providing sufficient open spaces considering the type and intensity of use;
 - b. Incorporating site planning techniques to foster the implementation of the County's plans, and encourage a land use pattern to support a balanced transportation system, including auto, bike, and pedestrian traffic, public or mass transit, and the cost-effective delivery of other services consistent with adopted plans, policies and regulations of the County;
 - c. Incorporating physical design features in the subdivision to provide a transition between the project and adjacent land uses through the provision of an attractive entryway, edges along public streets, architectural design, and appropriate height and bulk restrictions on structures;
 - d. Incorporating identified environmentally sensitive areas, including but not limited to, wetlands and wildlife corridors, into the project design; and

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- e. Incorporating public facilities or infrastructure, or cash-in-lieu, reasonably related to the proposed subdivision so the proposed subdivision will not negatively impact the levels of service of the County services and facilities.

Waiver from Subdivision Design Standards: Lot Depth to Width Ratio

10. Extraordinary hardships or practical difficulties result from strict compliance with these standards and regulations.
11. The purpose of these standards and regulations are served to a greater extent by the alternative proposal.
12. The waiver does not have the effect of nullifying the purpose of these standards and regulations.

Waiver from Subdivision Design Standards: Double Fronting Lots

13. Extraordinary hardships or practical difficulties result from strict compliance with these standards and regulations.
14. The purpose of these standards and regulations are served to a greater extent by the alternative proposal.
15. The waiver does not have the effect of nullifying the purpose of these standards and regulations.

Recommended Notes 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.
2. The preliminary plat approval shall expire on November 29, 2024, if a final plat application is not submitted to the Adams County Community and Economic Development Department.
3. The conveyance of land or payment of cash in lieu shall be required prior to the recording of the first plat document for the subdivision. This fee shall be determined by the fee structure specified in Section 5-05 of the Adams County Development Standards and Regulations.
4. All utilities shall be located underground pursuant to the Adams County Development Standards and Regulations.

PC UPDATE

This case was heard at the Planning Commission on November 10, 2022 and the PC voted to recommend Approval (5-0) with 9 Findings and 4 Notes to the Applicant. The applicant was present at the hearing and had no concerns with the staff report or presentation. No members of the public spoke in support or opposition to this request. The PC had questions on the use of the conservation easement, as the subject plat contains a tract for public access to the conservation easement. Staff was able to respond and per the final development plan, “the conservation easement can be used for oil and gas drilling and production and for agricultural purposes including cattle grazing, dry-land farming, irrigated farming, and other Use-by-Right non-residential agricultural uses of the A-3 zone district.” Additional questions were asked about the TCHD water monitoring program and the applicant was able to respond noting that they are continuing to assist TCHD in the monitoring of the wells. The wells are separate from the drinking water and are monitoring potential contamination due to the septic systems.

CITIZEN COMMENTS

Notifications Sent	Comments Received
54	0

All property owners and occupants within 1 mile of the subject property were notified of the request. As of writing this report, staff has not received any public comment on this case.

REFERRAL AGENCY COMMENTS

Initially, the Division of Water Resources (DWR) had concern over the available water supply/ water rights on the property. The applicant demonstrated that they are not increasing the number of lots that were approved in their original water supply plan, and the DWR has signed off on the applicant’s water supply as being sufficient. The Tri-County Health Department (TCHD) provided comments on o-site wastewater treatment systems (OWTS), active oil and gas facilities, domestic wells, community design, community design to support walking and bicycling, and safe routes to school. They also requested that the applicant continue to work with TCHD on on-site well water testing.

Responding with Initial Concerns:

CDNR-Division of Water Resources
Tri-County Health Department

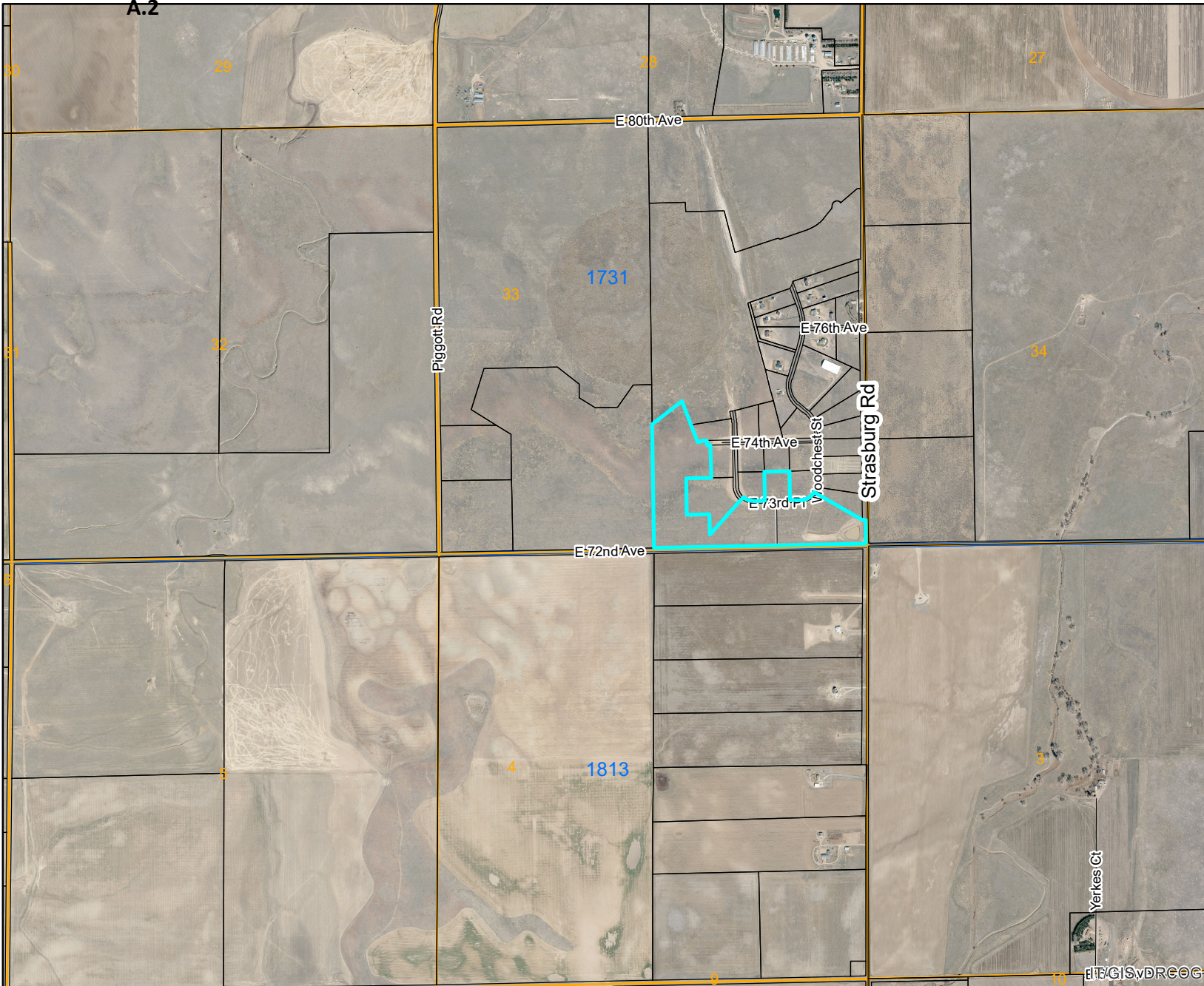
Responding without Concerns:

Colorado Geological Survey
CORE Energy
Colorado Division of Water Resources
Lumen
Strasburg 31J School District
Strasburg Fire
Strasburg Parks
Xcel Energy

Notified but not Responding / Considered a Favorable Response:

Adams County Assessor
Adams County Sheriff
Adams County Treasurer
Bennet Fire Protection District #7
Century Link
Colorado Division of Wildlife
Comcast
Intermountain Rural Electric Association (IREA)
United States Postal Service

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Legend

- Railroad
- Major Water
- Zoning Line
- Sections

PRC2022-00005; Grasslands at Comanche, Filing No. 6

Aerial Map

ET/GIS/VDRCOG



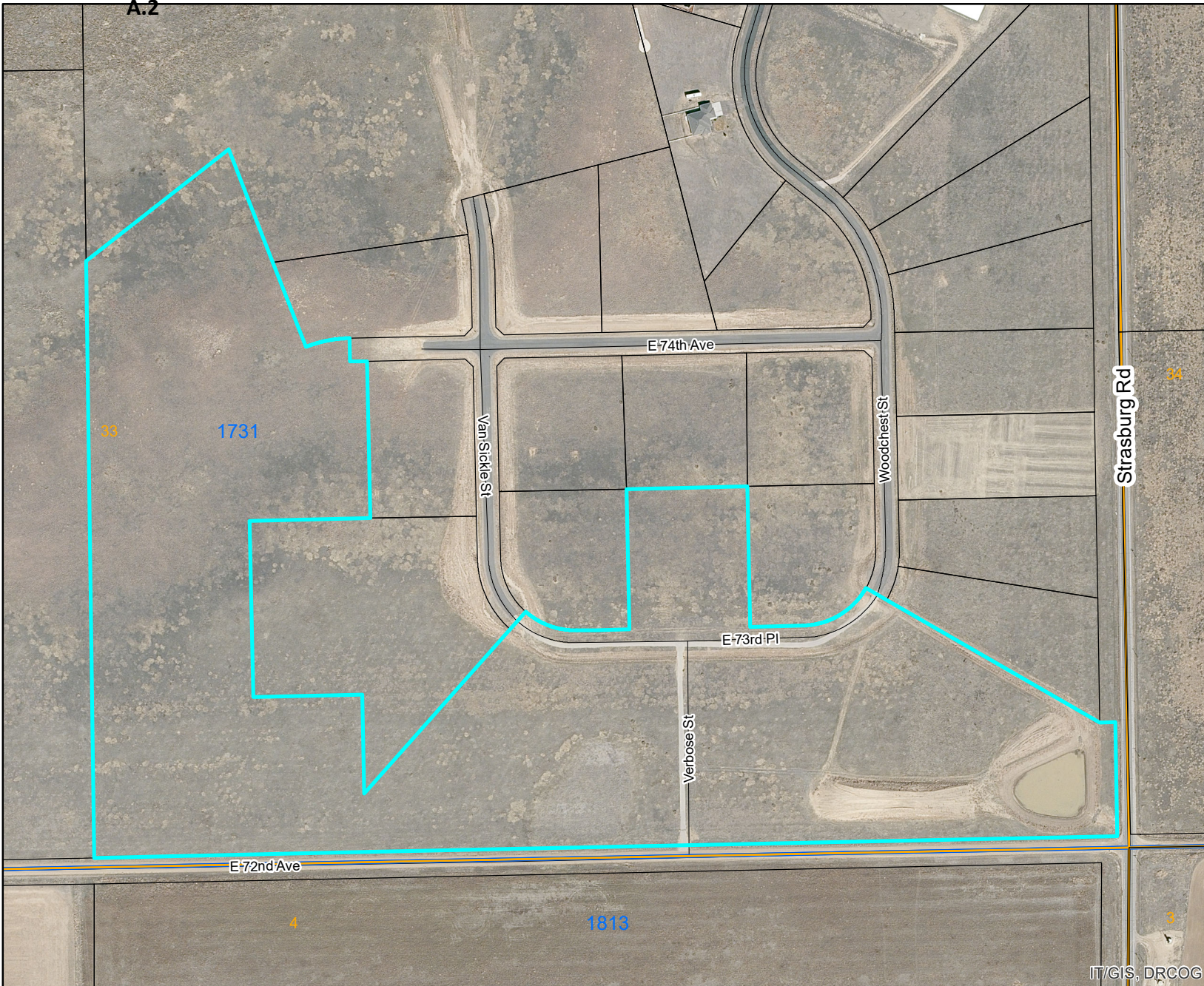
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ADAMS COUNTY
COLORADO

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A.2



Legend

- +— Railroad
- Major Water
- - - Zoning Line
- Sections

PRC2022-00005; Grasslands at Comanche, Filing No. 6

Aerial Map

IT/GIS, DRCOG

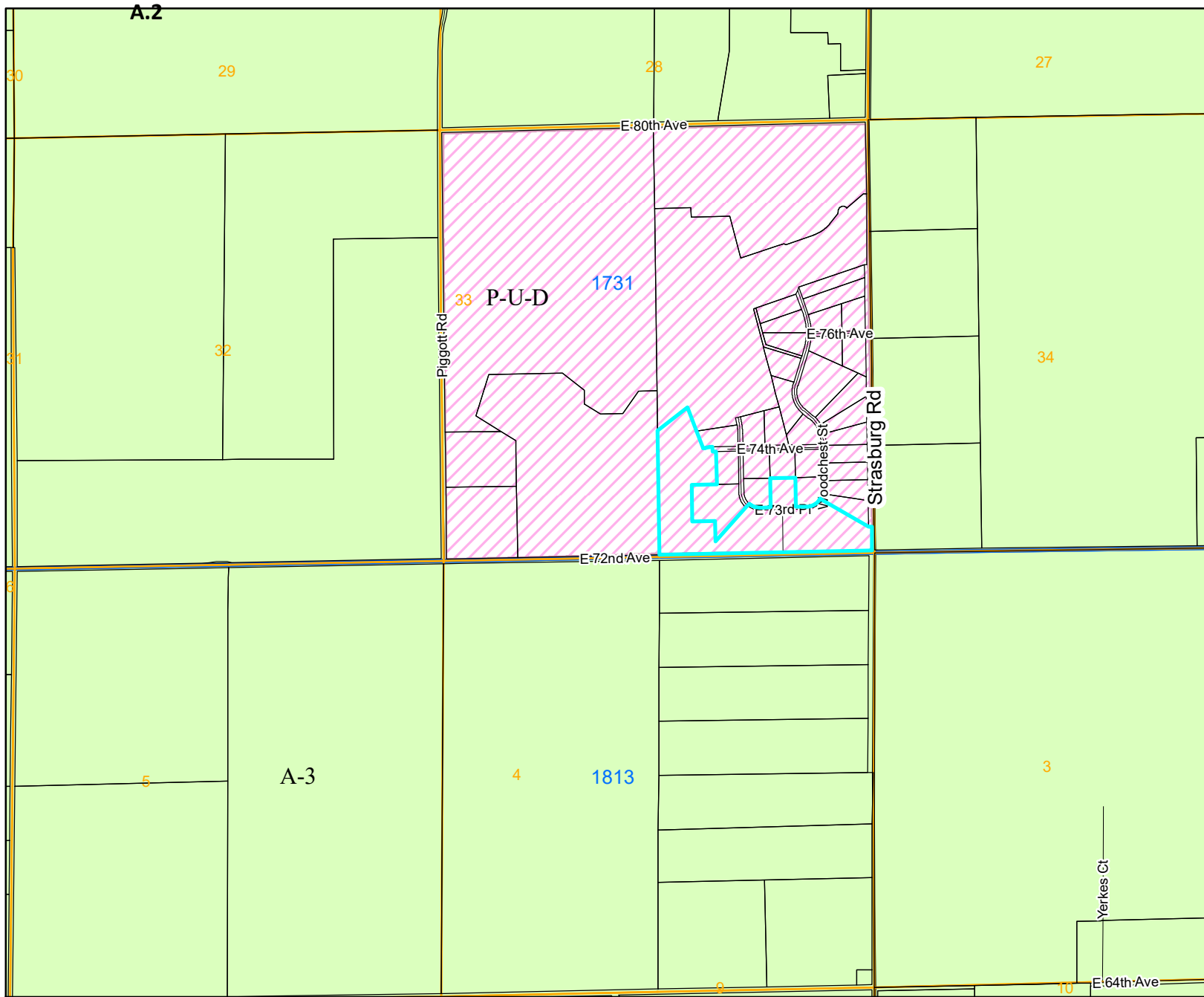


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ADAMS COUNTY
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Legend

- Railroad
- Major Water
- Zoning Line
- Sections

Zoning Districts

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

PRC2022-00005; Grasslands at Comanche, Filing No. 6

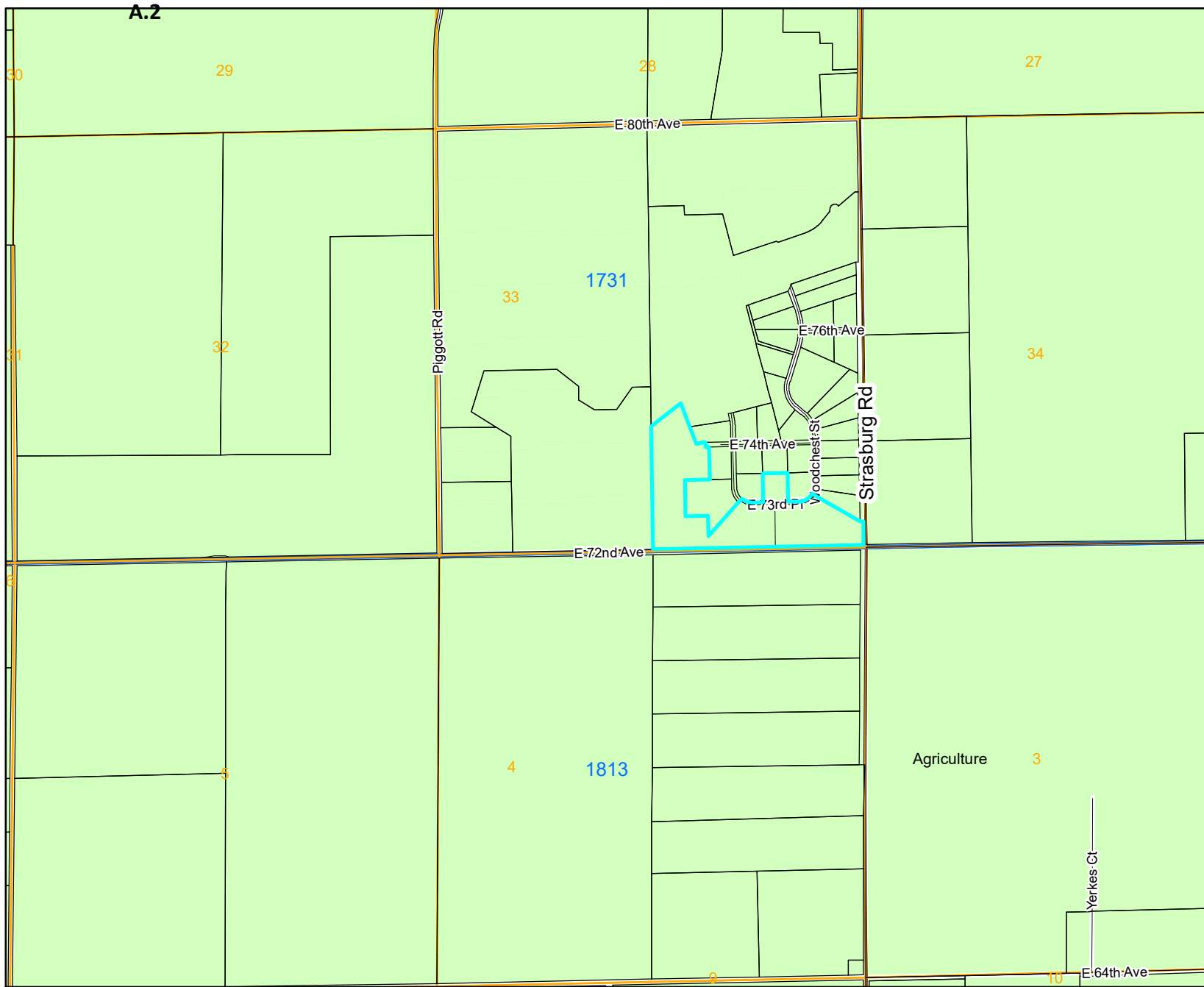
Current Zoning Map



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Legend

- +— Railroad
- Major Water
- - - Zoning Line
- ▭ Sections

Legend

Future Landuse 2012 (Rev2016)

Residential

- ▭ Urban Residential
- ▭ Estate Residential

Mixed Use

- ▭ Local District Mixed Use
- ▭ Mixed Use Neighborhood
- ▭ Activity Center
- ▭ Mixed Use Employment

Commercial/Industrial

- ▭ Commercial
- ▭ Industrial


Other

- ▭ Agriculture
- ▭ DIA Reserve
- ▭ Parks and Open Space
- ▭ Public
- ▭ Municipal Area

PRC2022-00005; Grasslands at Comanche, Filing No. 6

Future Land Use

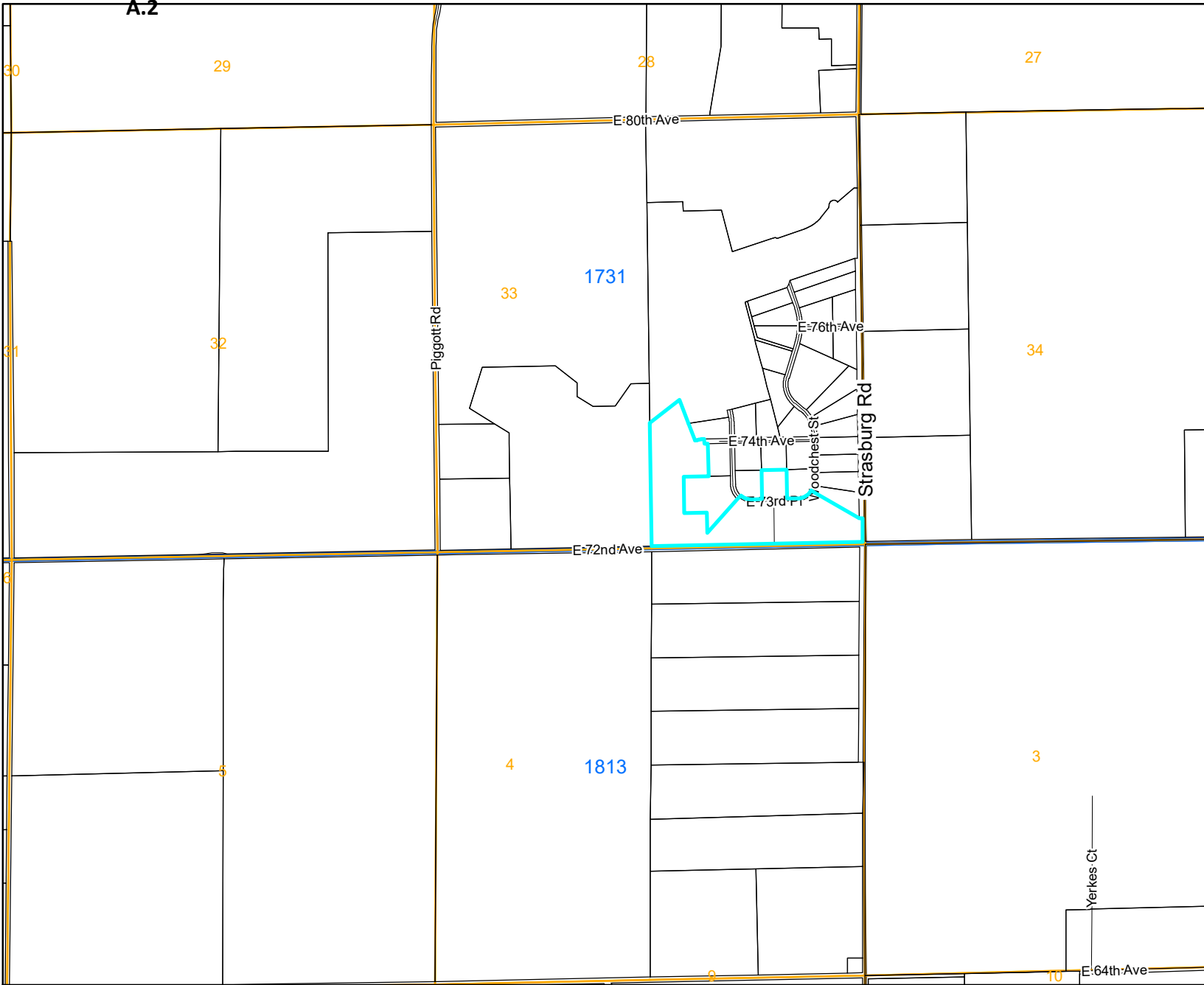
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



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Legend

-  Railroad
-  Major Water
-  Zoning Line
-  Sections

PRC2022-00005; Grasslands at Comanche, Filing No. 6

Simple Map

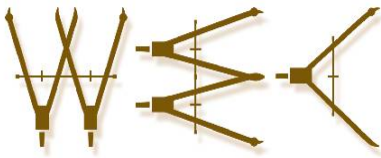


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WESTERN ENGINEERING CONSULTANTS,
127 S Denver Ave. Fort Lupton, CO 80621
2501 Mill Street, Brush, CO 80723
Office: 720-685-9951
Cell. 303-913-7341, Fax 720-294-1330
Email: chadwin.cox@westerneci.com

Inc LLC

September 1, 2021

Adams County Community and Economic Development
 4430 South Adams County Parkway
 1st Floor, Suite W2000
 Brighton, CO 80601-8216

RE: GRASSLANDS AT COMANCHE FILING 6 PROJECT NARRATIVE

Adams County Community and Economic Development:

Western Engineering Consultants Inc. LLC (WEC) has prepared this narrative letter to briefly summarize the development of Filing 6 of the proposed Grasslands at Comanche Major Subdivision, located within a PUD zoned property in Strasburg CO, Adams County.

The subject property is located in the Southeast ¼ (Filing 6) of Section 33, Township 2 South, Range 62 West of the 6th, P.M., County of Adams, State of Colorado, as stated in the Commitment for Title Insurance dated July 28, 2021. Filing 6 is proposed in Parcel No. 0173133400009.

PURPOSE / BACKGROUND

The property has historically been and is currently farmland, zoned PUD in 2007 within Adams County.

The existing property is proposed to continue with the originally planned filings and amendments, below is Fig. 1 PUD Vicinity Map.

Grasslands at Comanche PUD

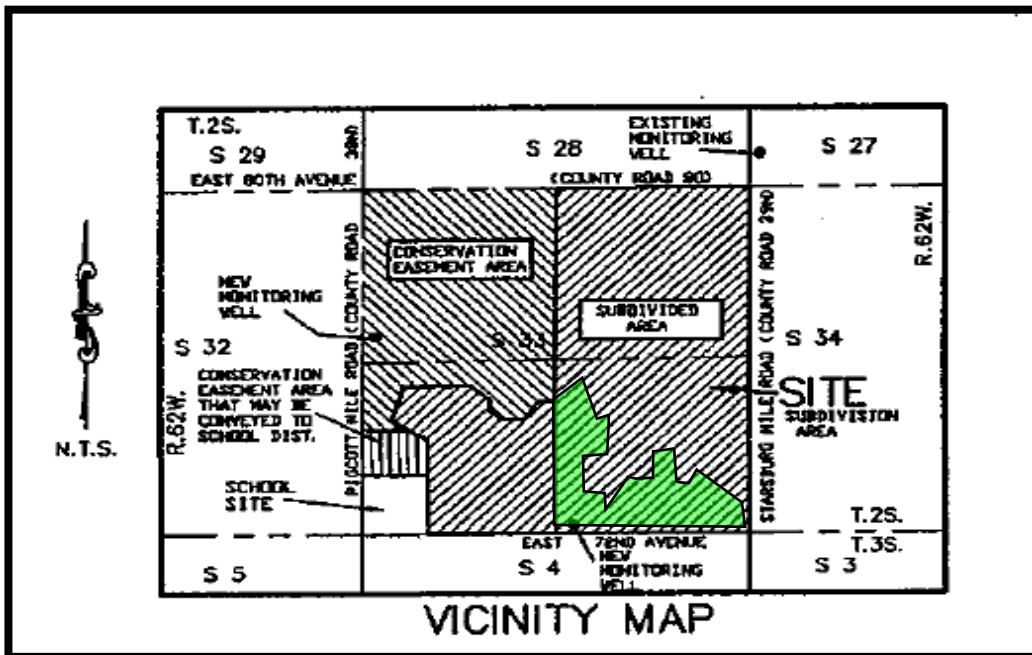


Fig.1

This phase of the PUD development is shown in the Fig No2. Filing 6.

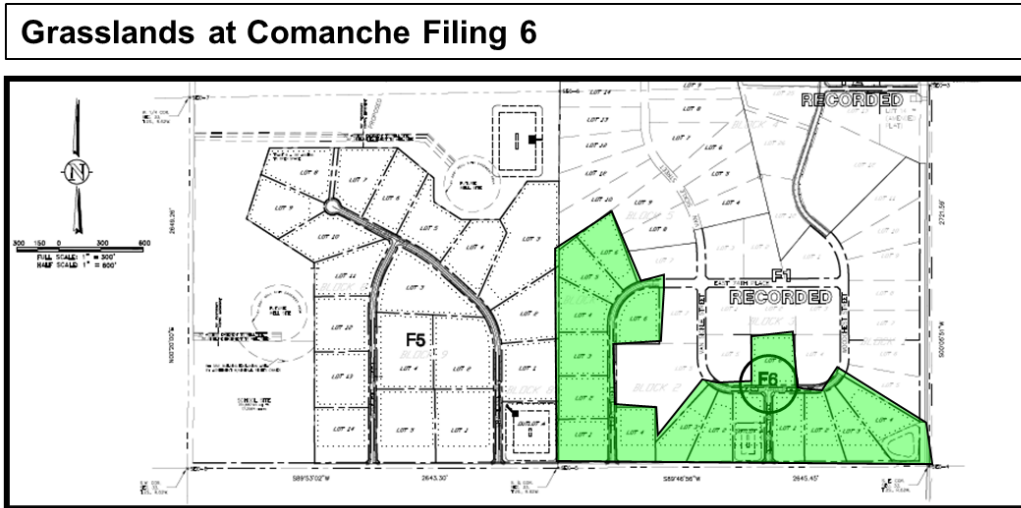


Fig.2 -Filing 6

The development is proposed per the requirements established in the Zoning Hearing decision - Case # PRJ2007-00004 held on the 14th of May 2007 by County Commissioners, and the Resolution by County Commissioners in the Hearing for Acceptance of Conservation Easements for Grasslands at Comanche PUD case PRJ2007-00004 held on the 21st of May 2007. Filing 6 is approximately 45.85 acres, proposing 16 acreage lots (2.5 ac. and larger).

ADJACENT USES

To the north, rural residences (Recorded Filings No 1 and No. 2); to the south, East 72nd Avenue; to the west vacant land (Future Filing No. 5 -19 lots); and to the east Strasburg Road (County Road 39).

RELATIONSHIP TO & IMPACT UPON ADJACENT USES

The proposed residential development will be rural character compatible with the surrounding areas. The Adams County Zoning Map shows this area as PUD, and the proposed development is consistent with 2012 Adams County Comprehensive Plan. See Fig 3. Adams County 2012 Comprehensive Plan, Future Land use.

Adams County Comprehensive Plan Map

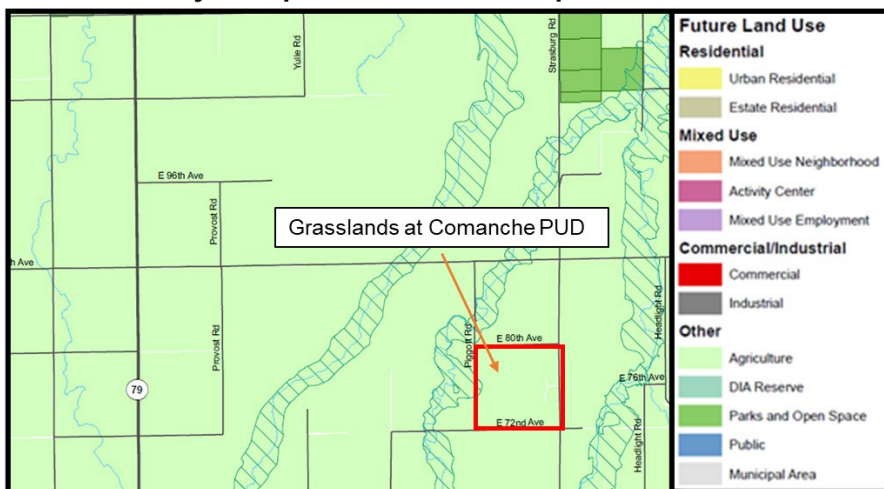


Fig. No3

ACCESS LAYOUT

Two accesses are proposed for Filing 5 from East 72nd Avenue. The minimum distance between accesses and from Strasburg Road centerline according to Adams County Development Standards and Regulations Chapter 8 are met. See Fig 4. Distance.

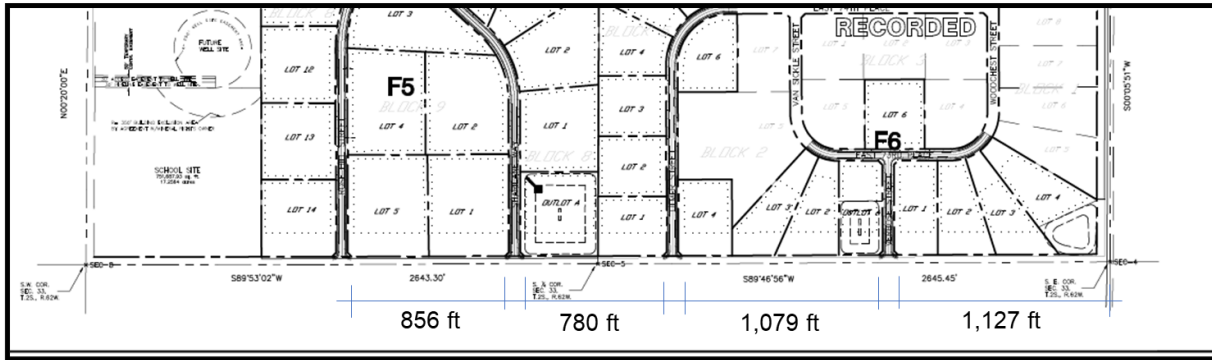


Fig. 4

STATEMENT ON COMMUNITY NEED FOR PROPOSED SUBDIVISION

The proposed Subdivision aligns to the 2012 Adams County Comprehensive and Zoning Plan. The proposed use will complement the surrounding land uses currently adjacent to the property, consisting of rural residences.

The proposed uses will not be detrimental to the public health, safety, or general welfare as similar uses exist throughout other entities in the nearby area. The proposed uses will be required to conform in all other respects to all applicable Adams County zoning regulations and standards.

GEOLOGICAL HAZARDS

No geologic hazards or environmental conditions/ concerns are known to exist on the property. The NRCS Study and a Geotechnical Report are enclosed.

PHASING, and UTILITY DISTRICTS

The following summarizes the proposed specifics:

- | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> • Zoning • Proposed Use • Type of structures to be built • Phasing • Water source • Sanitary Sewer source • Storm sewer • Gas & Electricity • Fire Protection | <ul style="list-style-type: none"> Currently zoned PUD in Adams County Rural residence Single family ranch style residential units and accessory buildings No phasing currently proposed Water Well by future owners Individual septic systems by future owners On Site Retention ponds Propane gas tanks and IREA for Electricity Strasburg Fire Protection District |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

EXISTING INFRASTRUCTURE AND PROPOSED IMPROVEMENTS

Strasburg Road (2-lane paved road) exists to the east. A Fire station (built in 1990) currently exists in Recorded Filing No. 2 of the Subdivision, and the proposed design meets Strasburg Fire Rescue apparatus requirements.

East 72nd Avenue shall be paved from Strasburg Road to the east boundary line of the future school site as approved by the County as stated in the Subdivision Improvements Agreement for the PUD.

RIGHT OF WAY

The following adjacent half Right of Ways are dedicated as stated in Zoning Hearing Decision– Case #PRJ2007-00004 the PUD conditions to approve:

Strasburg Road 70 feet, East 72nd Ave 40 feet, and internal streets 60 feet (full ROW).

POTENTIAL IMPACT IN ADJACENT PROPERTIES

No negative impact is anticipated from this development to adjacent properties after construction has been completed.

Traffic impacts from this proposal are expected to be minimal, please see the enclosed Trip Generation Estimate.

SUBMITTAL CHECKLIST

- | | |
|------------------------------------------------------------------|---------------|
| 1. Development Application Form (Subdivision-Major/ Preliminary) | Enclosed |
| 2. Application Fees | When required |
| 3. Written explanation of the project | This document |
| 4. Site Plan Showing Proposed Development | Enclosed |
| 5. Copy of Plat | Enclosed |
| 6. School Impact Analysis | Enclosed |
| 7. Fire Protection Report | Enclosed |
| 8. Proof of Ownership | Enclosed |
| 9. Proof of Water and Sewer Services | Enclosed |
| 10. Proof of Utilities | Enclosed |
| 11. Legal Description | Enclosed |
| 12. Certificate of Taxes Paid | Enclosed |
| 13. Certificate of Notice of Mineral Estate Owners/ ad Lessees | Enclosed |
| 14. Certificate of Surface Development | Enclosed |

Required Engineering Documents:

- | | |
|--------------------------------------------------------|----------|
| 1. Preliminary Drainage Report | Enclosed |
| 2. Preliminary Traffic Impact Study | Enclosed |
| 3. Preliminary Erosion and Sediment Control | Enclosed |
| 4. Preliminary Construction/ Engineering designs Plans | Enclosed |

CLOSING

The Applicant is excited to continue development of lots project in Adams County.

The desired schedule is to achieve approvals and begin Construction in early 2022 if the residential market allows, and service infrastructure is available.

Please contact me with any questions or comments you may have on this Project Narrative.

Sincerely,



Western Engineering Consultants inc., LLC

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Grasslands at Comanche Filing 6 Project Narrative

September 1, 2021

Western Engineering Consultants inc LLC

Page 5 of 5

Chadwin F. Cox, P.E.
Senior Project Manager

Encl. Major Subdivision Preliminary Review documents and plans.

GRASSLANDS AT COMANCHE - SIXTH FILING, PRELIMINARY PLAT

A PART OF THE SOUTH ONE-HALF OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 62 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO.

CASE NO: PLT2021-00028

SHEET 1 OF 5
VICINITY MAP

OWNERSHIP AND DEDICATION CERIFICATE:

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING THE OWNER OF THAT PART OF THE SOUTH ONE-HALF OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 62 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SECTION 33, THENCE S89°46'56"W ALONG THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 33, A DISTANCE OF 30.00 FEET; THENCE N00°05'51"E PARALLEL WITH THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 33, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N00°05'51"E A DISTANCE OF 290.89 FEET; THENCE N89°54'09"W A DISTANCE OF 40.00 FEET; THENCE N59°07'18"W A DISTANCE OF 688.83 FEET TO A POINT ON A CURVE TO THE RIGHT, THE DELTA OF SAID CURVE IS 58°54'14", THE RADIUS OF SAID CURVE IS 190.00 FEET; THE CHORD OF SAID CURVE BEARS S60°19'49"W, 186.84 FEET; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 195.33 FEET TO THE END OF SAID CURVE, THENCE S89°46'56"W A DISTANCE OF 135.00 FEET; THENCE N00°13'04"W A DISTANCE OF 358.92 FEET; THENCE S89°46'56"W A DISTANCE OF 309.00 FEET; THENCE S00°13'04"E A DISTANCE OF 358.92 FEET; THENCE S89°46'56"W A DISTANCE OF 135.00 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, THE DELTA OF SAID CURVE IS 42°50'02", THE RADIUS OF SAID CURVE IS 190.00 FEET; THE CHORD OF SAID CURVE BEARS N68°48'03"W, 138.76 FEET; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 142.04 FEET; THENCE S42°36'58"W A DISTANCE OF 621.90 FEET; THENCE N00°13'04"W A DISTANCE OF 252.81 FEET; THENCE S89°46'56"W A DISTANCE OF 278.01 FEET; N00°13'04"W A DISTANCE OF 450.73 FEET THENCE N89°46'56"E A DISTANCE OF 308.50 FEET; THENCE N00°13'04"W A DISTANCE OF 401.85; THENCE S89°46'56"W A DISTANCE OF 43.50 FEET; THENCE N00°13'04"W A DISTANCE OF 60.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THE DELTA OF SAID CURVE IS 20°04'21", THE RADIUS OF SAID CURVE IS 325.00 FEET; THE CHORD OF SAID CURVE BEARS S79°44'45"W, 113.28 FEET; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 113.86 FEET; THENCE N20°17'25"W A DISTANCE OF 542.51 FEET; THENCE S52°55'29"W A DISTANCE OF 463.95 FEET; THENCE S00°13'24"W A DISTANCE OF 1526.57 FEET TO A POINT ON A LINE 30.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 33; THENCE N89°46'56"E PARALLEL WITH SAID SOUTH LINE, A DISTANCE OF 2615.66 FEET TO THE POINT OF BEGINNING. CONTAINS 46.224 ACRES MORE OR LESS.

HAS BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS, TRACTS, BLOCKS, STREETS AND EASEMENTS, AS SHOWN ON THIS PLAT, UNDER THE NAME AND STYLE OF GRASSLANDS AT COMANCHE - SIXTH FILING - PRELIMINARY PLAT AND DO HEREBY DEDICATE TO THE COUNTY OF ADAMS, STATE OF COLORADO, FOR THE USE OF THE PUBLIC, ALL STREETS, AND OTHER PUBLIC WAYS AND LANDS AS SHOWN ON THIS PLAT, FOREVER, AND ALSO GRANT THE EASEMENTS AS SHOWN, 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 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_____.

GRASSLANDS AT COMANCHE LLC, A COLORADO LIMITED LIABILITY COMPANY

DAVE REBOL, AS MANAGER

ACKNOWLEDGEMENT:

COUNTY OF ADAMS)
)SS
STATE OF COLORADO)

THE FOREGOING WAS ACKNOWLEDGED BY ME THIS _____ DAY OF _____, 20_____, BY DAVE REBOL, MANAGER, GRASSLANDS AT COMANCHE LLC, A COLORADO LIMITED LIABILITY COMPANY.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

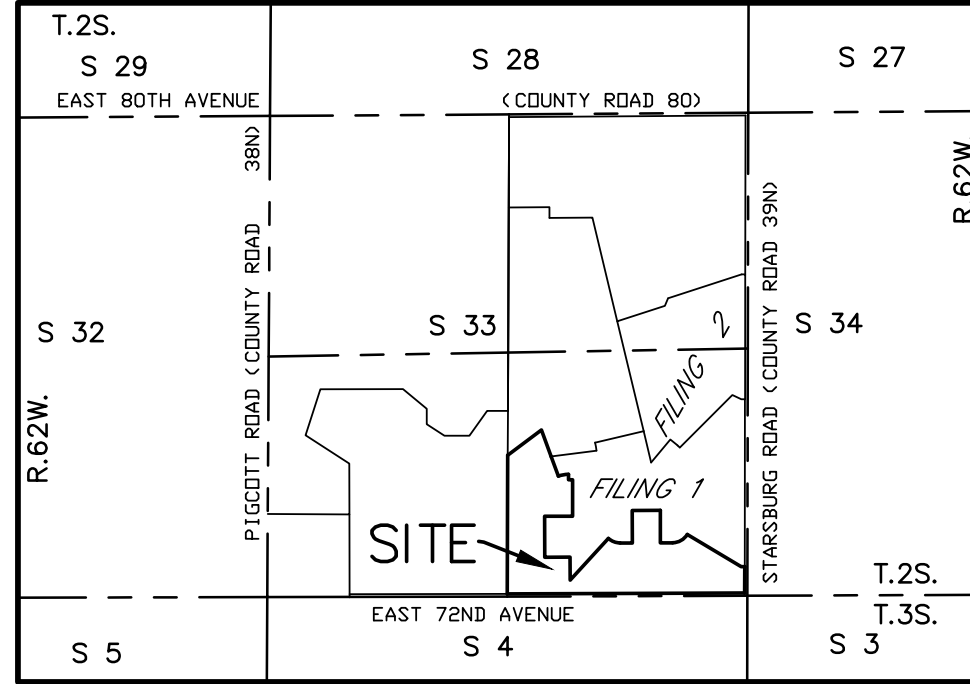
BASIS FOR BEARINGS:

THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER (THE SOUTH ¼ CORNER IS A 2" ALUMINUM CAP, P.L.S. 18475 AND THE SOUTHEAST CORNER IS A 3-1/4" ALUMINUM CAP, L.S. 23519, IN RANGE BOX) OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 62 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, IS ASSUMED TO BEAR SOUTH 89°46'56" WEST. ALL BEARINGS DESCRIBED HEREIN ARE RELATIVE THERETO.

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 DATED 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, INC. HAS RELIED UPON FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NO. 340-F15807-22, AMENDMENT NO. 1, DATED AUGUST 25, 2022, AT 12:00 A.M. FOR OWNERSHIP AND FOR THE PURPOSE OF SHOWING RECORDED EASEMENTS AND RIGHT-OF-WAY THAT CAN BE PLOTTED ACROSS THE PREMISES. THE PREMISES IS SUBJECT TO THE EXCEPTIONS CONTAINED IN SCHEDULE B - SECTION 2 OF THE TITLE COMMITMENT.



PLAT NOTES:

- AS SHOWN ON THIS PLAT: TEN-FOOT (10') WIDE UTILITY (FIVE FOOT ON EACH SIDE) EASEMENTS ARE HEREBY GRANTED ON PRIVATE PROPERTY ALONG COMMON SIDE AND REAR LOT LINES. THESE EASEMENTS ARE DEDICATED FOR THE INSTALLATION, MAINTENANCE AND REPLACEMENT OF ELECTRIC, GAS, TELEVISION CABLE, AND TELECOMMUNICATIONS FACILITIES. UTILITIES SHALL ALSO BE PERMITTED WITHIN ANY ACCESS EASEMENTS AND PRIVATE STREETS IN THE SUBDIVISION. PERMANENT STRUCTURES AND WATER METERS SHALL NOT BE PERMITTED WITHIN SAID EASEMENTS.
- AS SHOWN ON THIS PLAT: FIFTEEN FOOT WIDE (15') WIDE DRY UTILITY AND DRAINAGE EASEMENTS ADJOINING ALL EXTERIOR AND INTERIOR STREETS ARE DEDICATED FOR THE INSTALLATION, MAINTENANCE AND REPLACEMENT OF ELECTRIC, TELEVISION CABLE, AND TELECOMMUNICATIONS AND DRAINAGE FACILITIES, ADDITIONALLY, THE DRY UTILITY AND DRAINAGE EASEMENTS ARE DEDICATED ALONG ALL SIDE AND REAR LOT LINES UNLESS SAID LOT LINE IS COMMON TO MORE THAN ONE LOT.
- 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 THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING INLETS, PIPES, CULVERTS, CHANNELS, DITCHES HYDRAULIC STRUCTURES, AND DETENTION BASINS LOCATED ON THEIR LAND UNLESS MODIFIED BY SUBDIVISION DEVELOPMENT AGREEMENT. REFER TO THE APPROVED DRAINAGE FACILITIES MAINTENANCE PLAN, RECEPTION NO. 201700017306, ADAMS COUNTY RECORDS. SHOULD THE OWNER FAIL TO ADEQUATELY 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 OWNER.
- THIS PLAN HAS BEEN APPROVED BY ADAMS COUNTY AND CREATES A VESTED PROPERTY RIGHT PURSUANT TO C.R.S. 24-68-101, ET SEQ., AS AMENDED, AND THE ADAMS COUNTY DEVELOPMENT STANDARDS AND REGULATIONS.
- ADAMS COUNTY SHALL BE GRANTED ACCESS EASEMENTS FOR TEMPORARY CUL-DE-SACS AS SHOWN ON THIS PLAT, WITHIN PORTIONS OF LOTS DEPICTED HEREIN. TERM OF THE ACCESS EASEMENTS SHALL BE UNTIL ROADWAY INFRASTRUCTURE IS CONSTRUCTED BEYOND THE TEMPORARY TERMINUS OF THE ACCESS EASEMENT/TEMPORARY CUL-DE-SAC AND HAS RECEIVED FINAL ACCEPTANCE FROM ADAMS COUNTY.
- THE FIRST AMENDMENT TO SURFACE USE AGREEMENT AS RECORDED 01-20-2021 IN RECEPTION NO. 202100005800, ADAMS COUNTY RECORDS, QUITCLAIMED ALL INTEREST ANADARKO MAY HAVE UNDER THE SUA (RECORDED IN RECEPTION NO. 2007000052861) TO THE OIL AND GAS OPERATIONS AREAS. ADDITIONALLY, THE SUA IS AMENDED TO DELETE ALL OIL AND GAS OPERATIONS AREAS WITHIN THE SW4, NE4, AND SE4 OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 62 WEST OF THE 61H P.M., COUNTY OF ADAMS, STATE OF COLORADO.

Prepared By:

R. W. BAYER & ASSOCIATES, INC.
2090 East 104th Avenue, S-200
Thornton, Colorado 80233
303-452-4433 rwbysurveying@hotmail.com
CAD FILE: 21161-6P/21161-6P.DWG

Date Prepared: AUGUST 06, 2021
REVISED: 08-31-22 3RD CD. COMMENTS

PLAT NOTES CONTINUED:

- THE 300' WAVIER AREA, 250' BUILDING EXCLUSION ZONE, 200' OPERATIONS EASEMENT, 30' ACCESS EASEMENT, 50' TEMPORARY CONSTRUCTION EASEMENT AND 30' PIPELINE EASEMENT AS SHOWN IN THE SUA DOCUMENT AND IN GRASSLANDS AT COMANCHE - FIRST FILING, RECORDED IN RECEPTION NO. 2017000080372, ADAMS COUNTY RECORDS, NO LONGER HAVE AFFECT AND HAVE BEEN REMOVED FROM THIS PLAT FILING.
- IN THE EVENT THAT AN EXISTING WELL IS PLUGGED AND ABANDONED, THE TWO-HUNDRED-FIFTY (250) FOOT EASEMENT MAY BE REMOVED FROM THE PLAT THROUGH AN AMENDMENT TO THE SUBDIVISION. A COPY OF THE WELL ABANDONMENT REPORT SHALL BE PROVIDED ALONG WITH A RECORDED COPY OF THE OIL & GAS WELL WAIVER.
- THE AMOUNT OF WATER IN THE DENVER BASIN AQUIFER, AND IDENTIFIED IN THE REFERENCED LETTER, ARE CALCULATED BASED ON ESTIMATED CURRENT AQUIFER CONDITIONS. FOR PLANNING PURPOSES PROPERTY OWNERS SHOULD BE AWARE THAT THE ECONOMIC LIFE OF A WATER SUPPLY BASED ON WELLS IN A GIVEN DENVER BASIN AQUIFER MAY BE LESS THAN THE 300 YEAR USED FOR ALLOCATION DUE TO ANTICIPATED WATER LEVEL DECLINES.
- IT SHOULD BE KNOWN THE CITY OF WESTMINSTER OWNS THE AGRICULTURAL LAND EAST (ACTUALLY NORTHEAST) OF THE COMANCHE PUD. THE CITY USES THIS PROPERTY FOR CATTLE GRAZING, CROP PRODUCTION, AND THE APPLICATION OF BIOSOLIDS. BIOSOLIDS ARE HIGHLY TREATED, NUTRIENT RICH, SOLIDS RECOVERED FROM THE MUNICIPAL WASTEWATER TREATMENT PROCESS.

- THE PARCEL DESCRIBED HEREIN IS ENTIRELY WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 2% ANNUAL CHANCE FLOOD) AS SHOWN ON THE F.E.M.A., FLOOD RATE INSURANCE MAP, MAP NUMBER 08001C0730H, EFFECTIVE DATE: MARCH 5, 2007.
- THE LOTS WITHIN THIS FILING ARE SUBJECT TO THE NOTES AND RESTRICTIONS CONTAINED IN THE GRASSLANDS AT COMANCHE PLANNED UNIT DEVELOPMENT, CASE NO. PRJ2007-00004, RECORDED IN RECEPTION NO. 200800005062.

- THIS SUBDIVISION FILING IS SUBJECT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION OF THE GRASSLANDS AT COMANCHE/BIJOU PRESERVE RECORDED IN RECEPTION NO. 2009000009415, ADAMS COUNTY RECORDS.
- TRACT A IS DESIGNATED AS A DRAINAGE EASEMENT FOR DETENTION POND BY THIS PLAT. IT SHALL BE OWNED AND MAINTAINED BY THE HOA.
- TRACT B IS DESIGNATED AS A DRAINAGE EASEMENT FOR DETENTION POND BY THIS PLAT. IT SHALL BE OWNED AND MAINTAINED BY THE HOA.

PLAT NOTES CONTINUED ON SHEET 5 OF 5.

SURVEYOR'S CERTIFICATE:

I, RAYMOND W. BAYER, A REGISTERED LAND SURVEYOR, REGISTERED IN THE STATE OF COLORADO, DO HERBY CERTIFY THAT THERE ARE NO ROADS, PIPELINES, IRRIGATION DITCHES OR OTHER EASEMENTS IN EVIDENCE OR KNOW BY ME TO EXIST ON OR ACROSS THE HEREINBEFORE 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

PLANNING COMMISSION APPROVAL:

RECOMMENDED FOR APPROVAL BY THE ADAMS COUNTY PLANNING COMMISSION THIS _____ DAY OF _____, A.D. 20____.

CHAIR

BOARD OF COUNTY COMMISSIONERS APPROVAL:

APPROVED BY THE ADAMS COUNTY BOARD OF COUNTY COMMISSIONERS THIS _____ DAY OF _____, 20____.

CHAIR

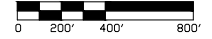
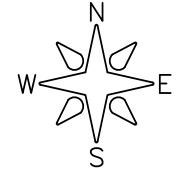
ADAMS COUNTY ATTORNEY'S OFFICE:

APPROVED AS TO FORM

GRASSLANDS AT COMANCHE - SIXTH FILING, PRELIMINARY PLAT

A PART OF THE SOUTH ONE-HALF OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 62
WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO.
SHEET 2 OF 5

CASE NO: PLT2021-00028



SCALE: 1"=400'

FILING NO. 1 (RECORDED)	-	18 LOTS
FILING NO. 2 (RECORDED)	-	11 LOTS
FILING NO. 2 (AMENDED)	-	1 LOT
FILING NO. 3 (PROPOSED)	-	32 LOTS
FILING NO. 4 (PROPOSED)	-	24 LOTS
FILING NO. 5 (PROPOSED)	-	19 LOTS
FILING NO. 6 (PROPOSED)	-	15 LOTS
TOTAL	-	120 LOTS

GRASSLANDS AT COMANCHE - SECOND FILING IN RECEPTION NO. 200800005063
AFFIDAVIT OF CORRECTION (SECOND FILING) IN RECEPTION NO. 201300048277
GRASSLANDS AT COMANCHE - SECOND FILING - AMENDED PLAT IN RECEPTION NO. 2008000071020

E. 1/4 CDR. SEC. 33, T. 2S., R. 62W.
(Existing 3-1/4' Alum Cap. in Range Box, P.L.S. 23519)

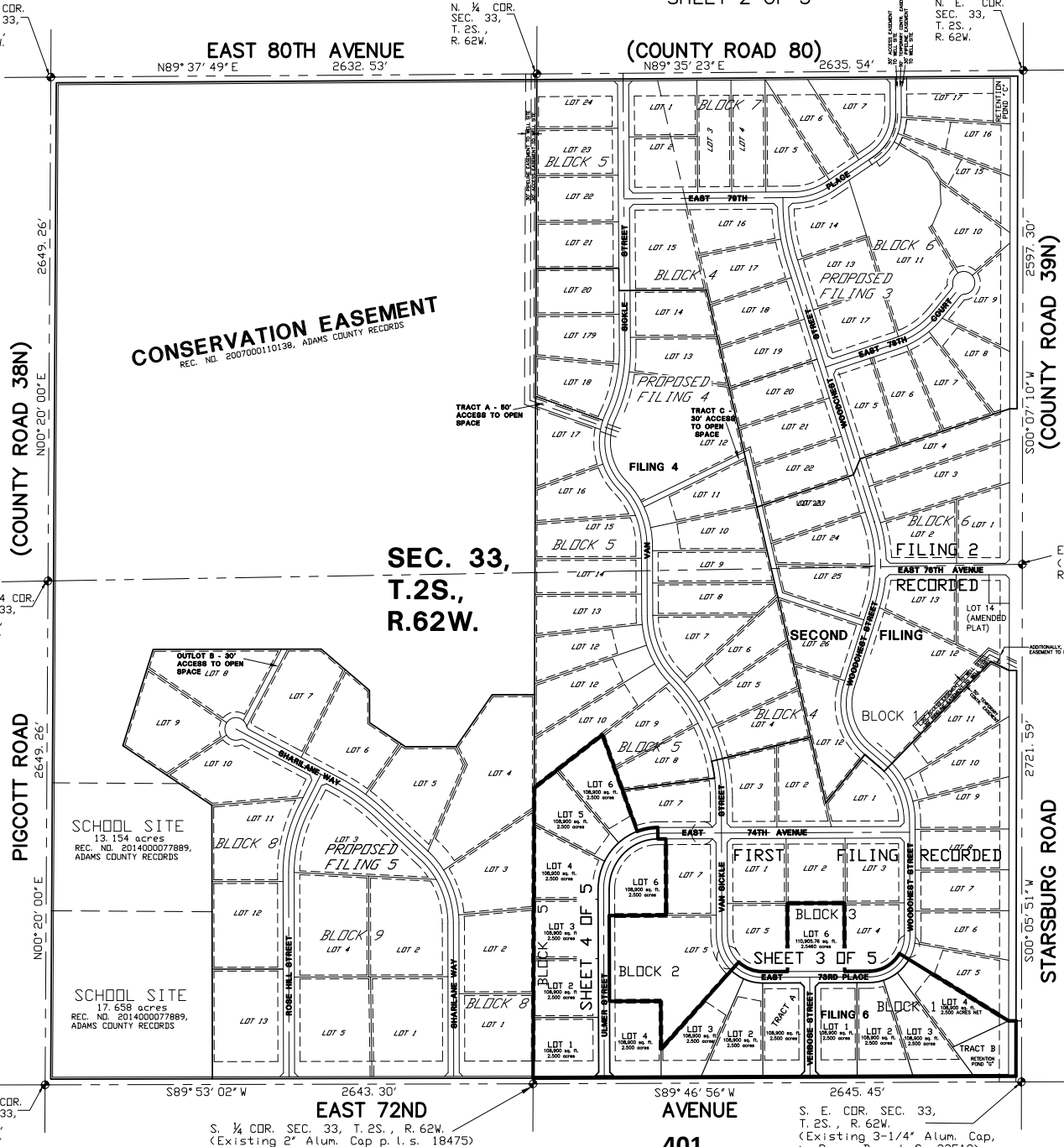
LAND USE CHART				
	ACREAGE	USE	OWNERSHIP	MAINTAINED BY
15 LOTS	35.547	RESIDENTIAL		
TRACT A	2.500	DRAINAGE & POND	HDA	HDA
TRACT B	1.300	DRAINAGE & POND	HDA	HDA
RIGHT-OF-WAY/ E. 72ND AVE. & STRABURG ROAD	0.858	ACCESS & UTILITY	ADAMS CD.	ADAMS CD.
RIGHT-OF-WAY/ INTERIOR STREETS	4.019	ACCESS & UTILITY	ADAMS CD.	ADAMS CD.
TOTAL ACREAGE	46.224			

* HDA - HOMEOWNERS ASSOCIATION (NAME TBD)

Prepared by:

R. W. BAYER & ASSOCIATES, INC.
2050 East 104th Avenue, S-200
Thornton, Colorado 80233
303-452-4433 rwb@surveying@hotmail.com
CAD FILE: 21161-6P/21161-6PA.DWG

Date Prepared: AUGUST 06, 2021



SEC. 33,
T.2S.,
R.62W.

GRASSLANDS AT COMANCHE - SIXTH FILING, PRELIMINARY PLAT

A PART OF THE SOUTH ONE-HALF OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 62
WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO.

CASE NO: PLT2021-00028

SHEET 3 OF 5

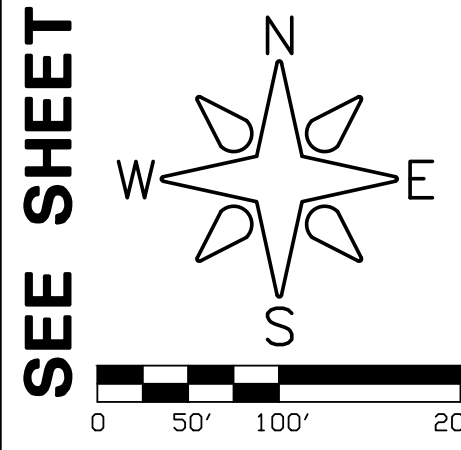
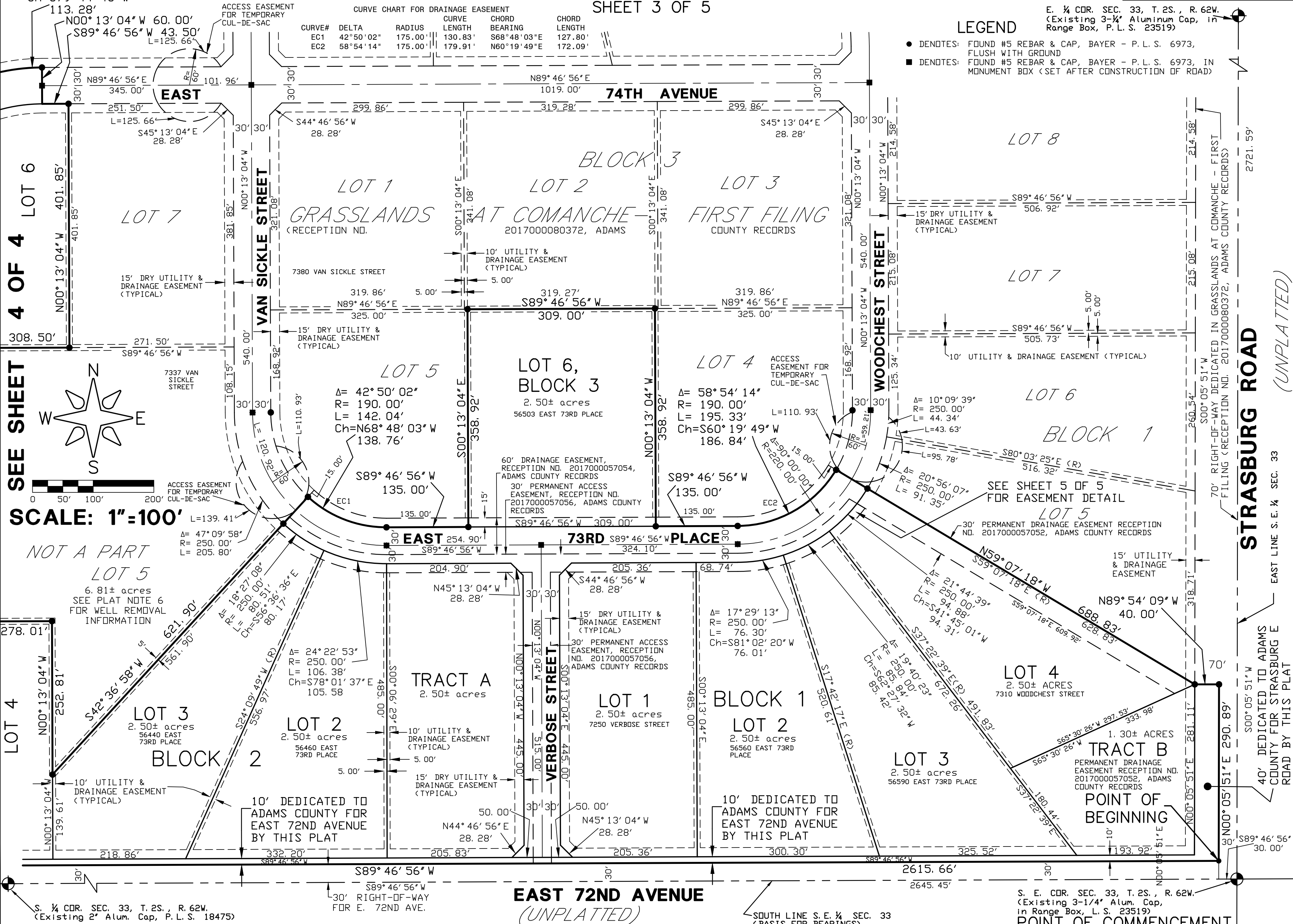
E. 1/4 COR. SEC. 33, T. 2S., R. 62W.
(Existing 3-1/4" Aluminum Cap, in
Range Box, P. L. S. 23519)

$\Delta = 20^{\circ}04'21''$
 $R = 325.00'$
 $L = 113.86'$
 $Ch = S79^{\circ}44'45''W$

CURVE#	DELTA	RADIUS	CURVE LENGTH	CHORD BEARING	CHORD LENGTH
EC1	$42^{\circ}50'02''$	175.00'	130.83'	$S68^{\circ}48'03''E$	127.80'
EC2	$58^{\circ}54'14''$	175.00'	179.91'	$N60^{\circ}19'49''E$	172.09'

LEGEND

- DENOTES: FOUND #5 REBAR & CAP, BAYER - P. L. S. 6973, FLUSH WITH GROUND
- DENOTES: FOUND #5 REBAR & CAP, BAYER - P. L. S. 6973, IN MONUMENT BOX (SET AFTER CONSTRUCTION OF ROAD)



NOT A PART
LOT 5
6.81± acres
SEE PLAT NOTE 6
FOR WELL REMOVAL
INFORMATION

S. 1/4 COR. SEC. 33, T. 2S., R. 62W.
(Existing 2" Alum. Cap, P. L. S. 18475)

EAST 72ND AVENUE
(UNPLATTED)

SOUTH LINE S. E. 1/4 SEC. 33
(BASIS FOR BEARINGS)

S. E. COR. SEC. 33, T. 2S., R. 62W.
(Existing 3-1/4" Alum. Cap,
in Range Box, L. S. 23519)
POINT OF COMMENCEMENT

STRASBURG ROAD
(UNPLATTED)
EAST LINE S. E. 1/4 SEC. 33

GRASSLANDS AT COMANCHE - SIXTH FILING, PRELIMINARY PLAT

A PART OF THE SOUTH ONE-HALF OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 62
WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO.
SHEET 4 OF 5

CASE NO: PLT2021-00028

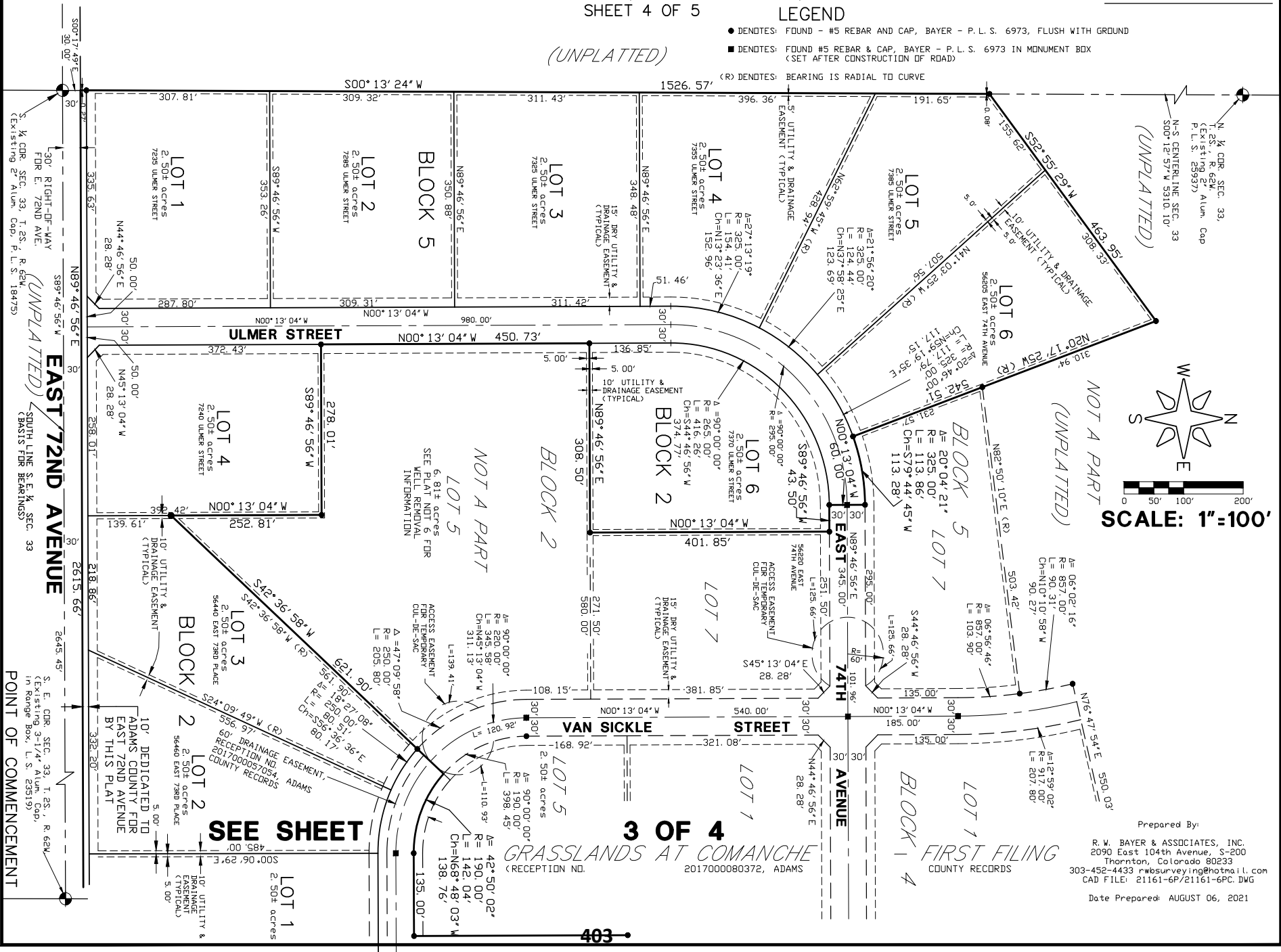
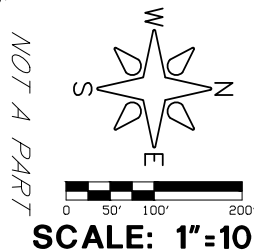
LEGEND

- DENDTES: FOUND - #5 REBAR AND CAP, BAYER - P.L.S. 6973, FLUSH WITH GROUND
- DENDTES: FOUND #5 REBAR & CAP, BAYER - P.L.S. 6973 IN MONUMENT BOX (SET AFTER CONSTRUCTION OF ROAD)
- (R) DENDTES: BEARING IS RADIAL TO CURVE

(UNPLATTED)

(UNPLATTED)

(UNPLATTED)



Prepared By:
R. W. BAYER & ASSOCIATES, INC.
2090 East 104th Avenue, S-200
Thornton, Colorado 80233
303-452-4433 rwbysurveying@hotmail.com
CAD FILE: 21161-6P/21161-6PC.DWG
Date Prepared: AUGUST 06, 2021

GRASSLANDS AT COMANCHE - SIXTH FILING, PRELIMINARY PLAT

A PART OF THE SOUTH ONE-HALF OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 62
WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO.
SHEET 5 OF 5

CASE NO: PLT2021-00028



- LEGEND**
- DENTOTES: FOUND #5 REBAR & CAP, BAYER - P. L. S. 6973, FLUSH WITH GROUND
 - DENTOTES: FOUND #5 REBAR & CAP, BAYER - P. L. S. 6973, IN MONUMENT BOX (SET AFTER CONSTRUCTION OF ROAD)
 - <R> DENTOTES: BEARING IS RADIAL TO CURVE

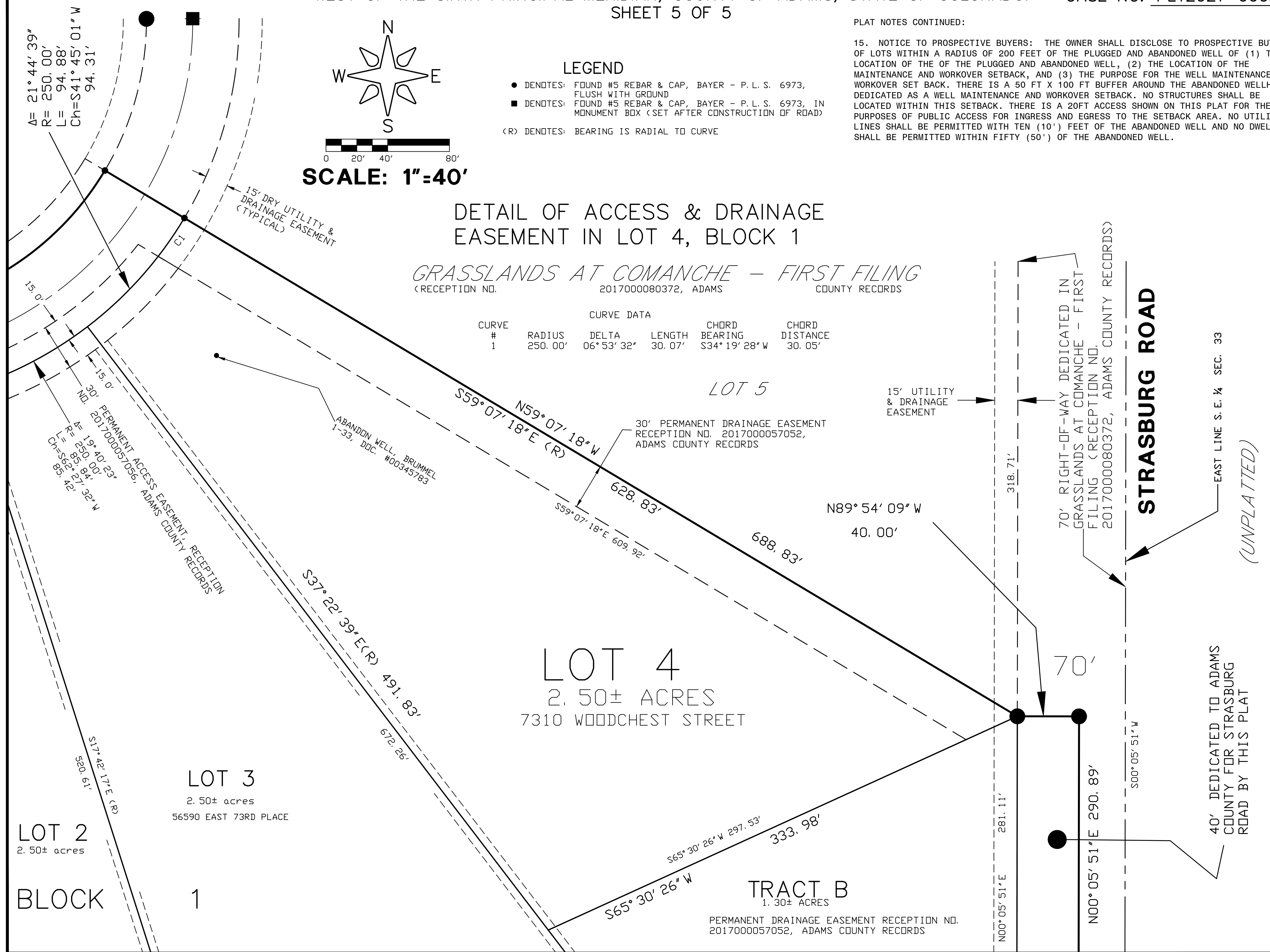
PLAT NOTES CONTINUED:

15. NOTICE TO PROSPECTIVE BUYERS: THE OWNER SHALL DISCLOSE TO PROSPECTIVE BUYERS OF LOTS WITHIN A RADIUS OF 200 FEET OF THE PLUGGED AND ABANDONED WELL OF (1) THE LOCATION OF THE OF THE PLUGGED AND ABANDONED WELL, (2) THE LOCATION OF THE MAINTENANCE AND WORKOVER SETBACK, AND (3) THE PURPOSE FOR THE WELL MAINTENANCE AND WORKOVER SET BACK. 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. NO UTILITY LINES SHALL BE PERMITTED WITH TEN (10') FEET OF THE ABANDONED WELL AND NO DWELLINGS SHALL BE PERMITTED WITHIN FIFTY (50') OF THE ABANDONED WELL.

DETAIL OF ACCESS & DRAINAGE EASEMENT IN LOT 4, BLOCK 1

GRASSLANDS AT COMANCHE - FIRST FILING
(RECEPTION NO. 2017000080372, ADAMS COUNTY RECORDS)

CURVE DATA					
CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
1	250.00'	06°53'32"	30.07'	S34°19'28"W	30.05'



A.2

Community & Economic
Development Department
Development Services Division
www.adcogov.org



4430 South Adams County Parkway
1st Floor, Suite W2000B
Brighton, CO 80601-8218
PHONE 720.523.6800
FAX 720.523.6967

Development Review Team Comments- 1st Review

Date: October 13, 2021
Project Number: PLT2021-00028
Project Name: Grasslands at Comanche, Filing No. 6

Note to Applicant:

The following review comments and information from the Development Review Team is based on the information you submitted for the Major Subdivision Preliminary Plat Application. The Development Review Team review comments may change if you provide different information during a land use submittal/ building permit. Please contact the case manager if you have any questions.

Also, please note where “Section” is referenced, it is referring to the appropriate section of the Adams County Development Standards and Regulations.

Commenting Division: Development Services, Planning
Name of Reviewer: Layla Bajelan, Planner II- Long Range Planning
Email: LBajelan@adcogov.org / 720-523-6863

PLN01: Per the Grasslands at Comanche FDP, all lots are subject to the dimensional standards of the A-1 zone district, which include a minimum lot size of 2.5 acres and a minimum lot width of 150 feet if the parcel is serviced by public water and sewer.

Please demonstrate that Block 1, Lot 4 will meet the minimum lot width at the front setback line (30 feet into the property) is a minimum of 150 feet in width. Adams County has recently required in our subdivision design standards Section 5-03-08, that all public facilities, including drainage ponds, be put into a tract and not an easement. Lot 4 will need to be 2.5 acres after the acreage for the pond is placed into a tract.

SECTION 5-03-08 LOCATION OF PUBLIC IMPROVEMENTS/ INFRASTRUCTURE

All public improvements and/or infrastructure shall be located on nonresidential tract(s) that are to be owned and maintained by an association of owners. Tract(s) shall have common ownership by the association of owners, as to not place the responsibility on any single property owner within the subdivision. Prior to recording the final plat of any subdivision utilizing tracts for public improvements or infrastructure, an association of owners shall be created and in place. Public improvements and infrastructure can include, but are not limited to, drainage infrastructure, required landscaping, trails, and private roads.

In the event that proper maintenance is not being performed, the County has the authority to enter the property to perform required maintenance. All costs incurred by the County will then be assessed to the association of owners

A.2

PLN02: Block 1, Lots 2, 3, and 4. Block 2, Lots 2 and 3 Please confirm that the lot width at the front setback line (30 feet into the property) is a minimum of 150 feet in width.

PLN03: A waiver from the subdivision design standards will be required, as there are several double frontage lots within this filing. It is preferred to have a landscape tract along one "front" to prevent the double frontage situation, however if it cannot be done, a waiver will need to be approved by the BoCC.

PLN04: The DWR has documented that the comments from a previous letter dated March 21, 2007 (copy enclosed) regarding the water supply for this subdivision still apply unless the Applicant has since amended the water demands or water supplies. If the Applicant has amended the water demands or water supplies such information should be provided to their office for further review.

PLN05: A waiver from the subdivision design standards will be required, as the lot to depth ratio appears to be more than or equal to 3:1 for several lots. The waiver is approved by the BoCC and can run concurrent with the plat.

PLN06: Please change all reference to tracts or outlots to be tracts for consistency. All public facilities will need to be within a tract.

PLN07: It appears that no school impact report was submitted. Please provide the documentation in your next submittal.

PLN08: Please address the comments from TCHD as it pertains to the Management Program. "TCHD requests that the applicant provide a copy of the covenants to TCHD in order to review the Management Program. Upon receipt of the covenants, TCHD will review the language pertaining to the management plan and discuss an implementation plan with the applicant."

PLN09: Will temporary access easement for the cul-de-sac be vacated?

Commenting Division: Development Services, Right-of-Way Agent

Name of Review: David Dittmer

Email: DDittmer@adcogov.org / 720-523-6811

ROW1: Add ownership information by vesting deed in opening statement within the OWNERSHIP AND DEDICATION STATEMENT

ROW2: Provide closure statement within Plat Notes.

ROW3: Number Plat Notes sequentially.

ROW4: Correct owners signature block: By _____ As _____ for

ROW5: Add case number to top right-hand corner of all sheets PLT2021-00028

A.2

ROW6: Need complete name of HOA as registered with the state for ownership and maintenance of easements, etc.

ROW7: Add notice to prospective buyers as to oil and gas operations

ROW8: Revise Planning Commission acceptance block to read "CHAIR"

ROW9: Correct incorrect call within the legal description as shown on redlines

ROW10: Need to add Tracts in dedication statement as the permanent drainage easement and show lot lines between it and the lot

ROW11: Provide match lines for sheets

ROW12: Place address below lot label and ac/sq. ft. information

ROW13: Put curve data on it's own sheet and in a table to reduce clutter and make plats easier to read

ROW14: Have two addresses shown on outlot A and Lot 1. House will have to face E. 73rd place so remove incorrect secondary address. (who assigned the addresses???)

ROW15: See comments on plat

Commenting Division: Development Services, Engineering:

Name of Review: Steve Krawczyk, Development Review Engineer

[Email: SKrawczyk@adcogov.org](mailto:SKrawczyk@adcogov.org) / 720-523-6854

The Preliminary Plat should include the following:

ENG1. Label all streets/roads as public or public.

ENG2. The recordation information, names, locations, Rights-of-Way, existing widths of adjoining streets/roads and highways, proposed vacations of street/road Rights-of-Way, and the centerlines of existing streets/roads.

ENG3. The footprint of and planned disposition for existing buildings.

ENG4. The location of all major rock outcroppings and wooded areas.

ENG5. The location of mineral resource areas, old wells, natural hazard areas, areas containing or having significant impact upon historical, archaeological or paleontological resources.

ENG6. The approximate widths and locations of all existing or proposed easements.

ENG7. The location and ownership of Rights-of-Way and other rights of all irrigation ditches and laterals.

ENG8. All proposed and existing fire hydrant or cistern locations.

A.2

ENG9. A statement of the water source, including the well permit number and/or water court decree for any well or surface right to be used, and including an estimate of the total number of gallons per day of water system requirements when a distribution system is proposed.

ENG10. A statement of provisions for sewage collection/treatment, including the estimated total number of gallons per day of sewage to be treated when utilizing central sewage.

ENG11. A table of estimated data tabulating the following, when applicable:

- a. Number of lots.
- b. Size of smallest lot.
- c. Number of dwelling units.
- d. Population generated as determined by the Park and School Requirements
- e. Acreage of area to be subdivided.
- f. Acreage of public Right-of-Way.
- g. Acreage of public areas. h. Acreage of common area tracts.

ENG12: The engineering plans will be approved as part of EGR2021-00037. See the EGR case for more information.

Commenting Division: Environmental Programs

Name of Review: Greg Dean, Oil and Gas Liaison

Email. GDean@adcogov.org / 720-523-6991

ENV1: There is an abandoned well on this property, the Brummel 1-33, located near Lot 3 in Block 1

ENV2: Per Section 4-11-02-03-03-05 of ACDS&R - on every final plat there shall be a dedicated well maintenance and workover setback around the plugged and abandoned well of 50-feet by 100-feet. No structures are allowed to be located within that setback and nothing can be built on top of the abandoned well.

ENV3: The abandoned well must be located in the center of the setback and there shall be public ingress and egress to the setback of a least 20-feet.

ENV4: See ACDS&R for other reporting requirements.

Commenting Division: Building Safety Division, Chief Building Official

Name of Review: Justin Blair

Email. JBlair@adcogov.org / 720-523-6843

No Comment

Community & Economic
Development Department
www.adcogov.org



4430 South Adams County Parkway
1st Floor, Suite W2000B
Brighton, CO 80601-8218
PHONE 720.523.6880
FAX 720.523.6967
EMAIL: epermitcenter@adcogov.org

Development Review Team Comments

Date: 6/3/2022

Project Number: PRC2022-00005

Project Name: Grasslands At Comanche - Filing No. 6

Commenting Division: Planner Review

Name of Reviewer: Layla Bajelan

Date: 06/03/2022

Email:

Resubmittal Required

PLN01: Applicant has submitted waivers for the lot to depth ratio and waiver for the double fronting lots.

PLN02: Applicant has submitted a Minor Amendment to allow for lot widths to be less than the required 150 feet in the A-1 zone district.

PLN03: How will the temporary access easement be vacated?

PLN04: The Division of Water Resources is still requesting additional information. We are not able to move this case forward until the DWR signs off that the proposed development has a 300-year water supply.

PLN05: Applicant has satisfied the TCHD requirements.

PLN06: The dedication of the school site was for the PLD fees, staff will still require the school impact report. This was submitted for Filing No. 5.

Commenting Division: ROW Review

Name of Reviewer: David Dittmer

Date: 06/03/2022

Email:

Resubmittal Required

ROW1: Remove School Site information from Vicinity Map. It is not relevant to this filing

ROW2: Add a space (line) between the end of the Ownership and Dedication Statement and the line for the date of execution

ROW3: The Title Commitment MUST be updated within 30 days of final plat public hearing in front of the Adams County Board of County Commissioners.

ROW4: Remove the Clerk and Recorder's recording block. Preliminary plats are not recorded.

ROW5: Add the County Attorney's approval block

ROW6: Revise the Planning Commission Approval block

ROW7: A dry and abandoned well bore is not subject to the same regulations as a well that was producing. The setbacks on Lot 4 will not apply.

ROW8: Block 2, Lot 5 Note: This statement does not provide the necessary information. If the Amendment to the SUA recoded at Rec. #2021000005800 provides for the vacation of the entitlement than provide this note with the reception number. This document needs to be cited and provided in updated title commitment requested for review.

See Notes on Plat

Commenting Division: Planner Review

Name of Reviewer: Layla Bajelan

Date: 06/01/2022

Email:

Resubmittal Required

Planning Comments are in documents tab

Commenting Division: Development Engineering Review

Name of Reviewer: Steve Krawczyk

Date: 05/13/2022

Email:

Complete

ENG1: The Retention pond needs to be labeled as a detention and water quality pond in Track B. Retention ponds are not allowed by the Adams County Development Manual.

ENG2: Notwithstanding approval by the fire protection district, any proposed private roads are not subject county maintenance responsibility in the future. The private streets will need to meet International fire code requires with the Construction plan review process as part of EGR2021-00037.

ENG3: Dedication of Right-of-way or easements will be required with the plat case.

ENG4: The drainage report submitted with the EGR2021-00037 is acceptable for the preliminary plat. The comments must meet the requirement before approval of the final plat document.

ENG5: If the Plat and reports are significantly revised with the EGR2021-00037 for any reason other than for compliance with the remainder of the county comments, Staff requests the opportunity for additional review and comment prior to the planning commission's Hearing for decision. If you have any questions please contact me at 720-523-6854.

Community & Economic
Development Department
www.adcogov.org



4430 South Adams County Parkway
1st Floor, Suite W2000B
Brighton, CO 80601-8218
PHONE 720.523.6880
FAX 720.523.6967
EMAIL: epermitcenter@adcogov.org

Development Review Team Comments

Date: 8/25/2022

Project Number: PRC2022-00005

Project Name: Grasslands At Comanche - Filing No. 6

Commenting Division: Planner Review 2nd Review

Name of Reviewer: Layla Bajelan

Date: 08/25/2022

Email:

Resubmittal Required

PLN01: Planning approval pending approval of the Minor PUD Amendment for lot width.

PLN02: A school impact report was not submitted with this last resubmittal.

Commenting Division: ROW Review 2nd Review

Name of Reviewer: David Dittmer

Date: 08/17/2022

Email:

Resubmittal Required

ROW1: No updated Title Commitment found in search of documents provided. Need to have TC dated 6/3/2022 provided with hyper links to cited documents.

ROW2: Legal Description must match that of the TC verbatim.

ROW3: Plat Note 2 has the same typo as Filing No. 5. Should read "rear".

ROW4: Notes pertaining to Strasburg Rd. don't make sense. I believe it should readFirst Filing. Add the reception number of the recorded plat dedicating this ROW. Revise all sheets with this statement.

ROW5: Sheet 5: Don't believe the 20' access statement is valid due to the removal of the setbacks since the well was dry and abandoned. All other O&G notes need to remain.

*See comments on Plat uploaded to documents.**

COLORADO GEOLOGICAL SURVEY

1801 Moly Road
Golden, Colorado 80401



Karen Berry
State Geologist

October 11, 2021

Layla Bajelan
Adams County Community & Economic Development
4430 S. Adams County Parkway, Suite W2000A
Brighton, CO 80601

Location:
SE¼ Section 33,
T2S, R62W of the 6th P.M.
39.8265, -104.325

Subject: Grasslands at Comanche – Filing No. 6
Project Number PLT2021-00028; Adams County, CO; CGS Unique No. AD-22-0028-1

Dear Layla:

Colorado Geological Survey has reviewed the Grasslands at Comanche Filing No. 6 Major Subdivision Preliminary Plat referral. I understand the applicant proposes 15 residential lots of 2.5 acres each within the Grasslands at Comanche PUD.

CGS reviewed the Grasslands at Comanche PUD, including a soils report (Judith Hamilton, May 5, 2005), in 2005. The site does not contain steep slopes, is not undermined, and no geologic hazards are known or suspected to be present that would preclude the proposed residential use and density. **CGS therefore has no objection to plat approval.**

Mineral resource potential. According to the Atlas of Sand, Gravel, and Quarry Aggregate Resources, Colorado Front Range Counties (Schwochow et al, Colorado Geological Survey Special Publications 5-A, Plate 2, and 5-B, Roper School Quadrangle, 1974), a small portion of the Grasslands at Comanche Filing 6 property is within a mapped E4 (wind-deposited sand, unevaluated but “probable aggregate”) resource area. The NRCS Soil Survey for Adams County rates most of the site soils as “Poor” sources of sand.

A determination of whether the property contains an economically viable mineral resource is outside the scope of CGS review. A site-specific investigation would be required to verify the presence or absence of a mineral resource. However, the site’s relatively remote location and the marginal quality of the resource (due to high fines content) likely preclude economic extraction.

Potential development constraints that will need to be addressed on an individual lot basis, prior to building permit application, include:

Collapsible soils. The site is underlain by relatively low density, low strength, eolian (wind-deposited) silts, clays and sands. Some of the soils are calcareous. Eolian soils, especially those containing soluble calcareous minerals, tend to be loose, fine-grained, and hydrocompactive, meaning they can lose strength, settle, compress, or collapse when water infiltrates the soils. Thick columns of compressible or collapsible soils can result in significant settlement and structural damage. Alternatively, clay minerals and clayey pockets within the surficial soils may exhibit structurally damaging volume changes (shrink-swell) in response to changes in water content. Potentially highly expansive Denver Formation claystones and shales are present at unknown depths beneath the surficial soils. If claystone layers capable of producing

A.2

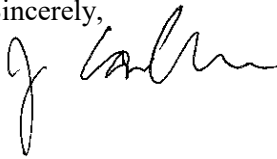
Layla Bajelan
October 11, 2021
Page 2 of 2

high swell pressures are present within a few feet of foundation bearing depths, they can cause structural damage if not properly characterized and mitigated.

Lot-specific geotechnical investigations consisting of drilling, sampling, lab testing and analysis will be needed, once building locations have been finalized and prior to issuance of building permits, to: determine the thickness and extent to which the soils beneath each proposed home are subject to collapse under loading and/or wetting; characterize soil and bedrock engineering properties such as density, strength, water content, swell/consolidation potential and bearing capacity; determine depths to groundwater, bedrock, and any impermeable layers that might lead to development of a perched water condition; verify the feasibility of full-depth basements, if planned; and provide earthwork, foundation, floor system, subsurface drainage, and pavement recommendations for design purposes. It is imperative that grading, surface drainage, and subsurface drainage are correctly designed, constructed and maintained to prevent wetting of potentially collapsible soils in the immediate vicinity of foundation elements.

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". The signature is fluid and cursive, with a large initial "J" and "C".

Jill Carlson, C.E.G.
Engineering Geologist

A.2

From: [Brooks Kaufman](#)
To: [Layla Bajelan](#)
Subject: RE: Request for Comments- PLT2021-00028; Grasslands at Comanche, Filing No. 6
Date: Friday, October 1, 2021 9:48:54 AM
Attachments: [image002.png](#)
[image004.png](#)
[image006.png](#)
[image007.png](#)
[image008.png](#)
[image009.png](#)

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

Dear Mrs. Bajelan

CORE has no comments, the applicant provide the easements as required for the development.

Respectfully

Brooks Kaufman

Lands and Rights of Way Manager

800.332.9540 MAIN
720.733.5493 DIRECT
303.912.0765 MOBILE

IREA is now **CORE Electric Cooperative**. Learn more at www.core.coop.



From: Layla Bajelan <LBajelan@adcogov.org>
Sent: Friday, September 17, 2021 3:46 PM
To: Layla Bajelan <LBajelan@adcogov.org>
Subject: Request for Comments- PLT2021-00028; Grasslands at Comanche, Filing No. 6

CAUTION:

This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Request for Comments



COLORADO
Division of Water Resources
Department of Natural Resources

October 5, 2021

Layla Bajelan, Long Range Planner II
Adams County Department of Community and Economic Development
LBajelan@adcogov.org

RE: Grasslands at Comanche, 6th Filing, PLT2021-00028
SE1/4 of Section 33, T2S, R62W, 6th P.M.
Water Division 8, Water District 1
Kiowa-Bijou Designated Basin

Dear Layla Bajelan:

We have reviewed your September 17, 2021 submittal concerning the above referenced proposal for the development of 45.85 acres into 16 residential lots located within the Grasslands at Comanche subdivision.

A Water Supply Information Summary Sheet or water supply plan report was not submitted therefore, the water supply demand and proposed uses for this filing are unknown. However, this office previously commented on the Grasslands at Comanche subdivision in our letter dated March 21, 2007. Therefore, please refer to our letter dated March 21, 2007 concerning the proposal for a subdivision of a 402.2-acre parcel into 119 residential lots, and other future associated facilities consisting of a school and a firehouse.

As mentioned above the 45.85 acres are located within the Grassland of Comanche Subdivision, therefore the comments from our previous letter dated March 21, 2007 (copy enclosed) regarding the water supply for this subdivision still apply unless the Applicant has since amended the water demands or water supplies. If the Applicant has amended the water demands or water supplies such information should be provided to our office for further review.

If you, or the applicant, have any questions, please contact Ioana Comaniciu at 303-866-3581 ext. 8246.

Sincerely,

A handwritten signature in blue ink that reads "Joanna Williams".

Joanna Williams, P.E.
Water Resource Engineer

Attachment: March 21, 2007 letter

Ec: Subdivision file: 28887



STATE OF COLORADO

OFFICE OF THE STATE ENGINEER

Division of Water Resources
Department of Natural Resources

1313 Sherman Street, Room 818
Denver, Colorado 80203
Phone (303) 866-3581
FAX (303) 866-3589

<http://www.water.state.co.us>

March 21, 2007

Chris LaRue
Adams County Planning and Development Department
12200 Pecos St.
Westminster, CO 80234

**RE: *The Grasslands at Comanche* – PRJ2007-00004
Section 33, T2S, R62W, 6th P.M.
Kiowa-Bijou Designated Ground Water Basin
Water Division 1, Water District 1**

Dear Mr. LaRue:

We have reviewed your January 23, 2007 submittal in conjunction with amendments from the applicant dated March 15, 2007, concerning the above referenced proposal to subdivide 402.2 acres into 119 residential lots, and other future associated facilities consisting of a school and a firehouse. In light of the applicant's approved replacement plan, this response modifies our previous position stated in our letters dated July 18, 2005 through July 25, 2006.

Water Supply Demand

According to the current submittal, the estimated water requirements total 61.55 acre-feet annually. This estimated amount covers two categories of lots each with their own specific water requirement, which are as follows:

1. "Area A" lots, which according to the plat map are those lots associated with Filing 5. The water supply plan would support all 18 lots shown. The proposed annual water demand for these 18 lots (operating independently of the replacement plan) totals 9.9 acre-feet, or 0.55 acre-feet per lot. This breaks down to 0.30 acre-feet for in house use and 0.25 acre-feet/year for irrigation of up to 3,900 square feet of home gardens and lawns.
2. "Area B" lots, which, according to the plat map, would occur in the area of Filings 1 through 4. Of the 102 lots occurring in the east half of Section 33, the water supply plan provides for 101 lots. The one remaining lot (Lot 1, Block 6, Filing 2) is not covered in this water supply plan, and is the future garage sight of the volunteer fire department. The proposed annual water demand totals 45.45 acre-feet, or 0.45 acre-feet per lot. This breaks down to 0.30 acre-feet for in house use and 0.15 acre-feet for irrigation of up to 2,300 square-feet of home gardens and lawns.

The estimated demand for the school is 6.20 acre-feet per year. The proposal contains no estimate of water demand for the lot anticipated to contain fire department. An existing irrigation well may be re-permitted for fire station use. In all of the above mentioned 101 Area B

residential lots, waste water disposal **must** occur through individual on-lot septic systems as required by the applicant's replacement plan.

Source of Water Supply

The proposed source of water for the entire subdivision consists of using an Arapahoe and a Laramie-Fox Hills aquifer allocation pursuant to Determinations of Water Right Nos. 601-BD and 600-BD. Because the Arapahoe aquifer allocation under 601-BD is effectively divided by two differing not-nontributary classifications, the portion of the allocation serving the above-mentioned Area B, Lots must be operated under a Commission approved replacement plan. The applicant proposes several for source of water supply for a three hundred year period. These sources are detailed as follows:

1. For all 18 of the Area A Lots (Filing 5, Block 8, lots 1-13 and Block 9, lots 1-5), the proposed source of water for **all uses**, for a 300-year period, will be provided by individual on-lot wells producing from the not-nontributary Arapahoe aquifer (requiring 4% return flows) pursuant to Determination of Water Right No. 601-BD. Pumping will not exceed 0.55 acre-feet/yr per lot for a total of 9.9 acre-feet/yr.
2. For years 1 through 100, all 101 Area B Lots (Filings 1 through 4, Block 1 - lots 1-14, Block 2 - lots 1-7, Block 3 - lots 1-6, Block 4 - lots 1-27, Block 5 - 1-24, Block 6 - lots 2-17 and Block 7 - lots 1-7), the proposed source of water for **all uses** will be provided by individual on-lot wells producing from the not-nontributary Arapahoe aquifer (operating under the replacement plan for Determination of Water Right 601-BD). Pumping will not exceed 0.45 acre-feet/yr per lot for a total of 45.45 acre-feet/yr.
3. For Years 101 through 300, for 69 of the 101 Area B Lots, the proposed source of water for **all uses** will be provided by individual on-lot wells producing from the nontributary Laramie-Fox Hills aquifer pursuant to Determination of Water Right 600-BD, pumping will not exceed 0.45 acre-feet/yr per lot for a total of 31.05 acre-feet/yr.
4. For Years 101 through 300, for the remaining 32 Area B Lots, the proposed source of water for **in-house use only** is individual on lot wells producing from the nontributary Laramie-Fox Hills aquifer pursuant to Determination of Water Right 600-BD. Irrigation needs will be provided by an individual well located in Area A, producing not-nontributary (4%) water from the Arapahoe aquifer pursuant to Determination of Water Right No. 601-BD. Pumping for in-house use only will not exceed 0.3 acre-feet/yr for all Laramie-Fox Hills wells, totaling 9.6 acre-feet/yr. Pumping for irrigation needs, supplied by the individual Area A well, will not exceed 0.15 acre-feet/yr for the 32 Area B Lots, totaling 4.8 acre-feet.
5. Approximately 1,860 acre-feet of Arapahoe aquifer ground water (equivalent to 6.20 acre-feet per year for 300 years), pursuant to 601-BD (from Area A) will be reserved for use in a school.
6. The submittals mention a potential water supply for the lot (Lot 1, Block 6, Filing 2) that would require approval for a change of use on an irrigation well, where the fire department is anticipated to be located. However, the irrigation well can not be viewed as a viable source of water until the change of use is approved. Any approval of this subdivision should restrict this lot to uses that have no water demand until an acceptable source of water is approved or obtained.

The allowed average annual amount of withdrawal provided for in Determination of Water Right No. 601-BD, for that portion of the allocation that can be used independent of a replacement plan (Area A), is 57.9 acre-feet. The allowed average annual amount of withdrawal allowed for in Determination of Water Right No. 601-BD for the remaining portion of the allocation is 112 acre-feet. The replacement plan approved for Determination of Water Right 601-BD allows for an average diversion of 47.65 acre-feet annually for a maximum of 100 years. The allowed average annual amount of withdrawal provided for in Determination of Water Right No. 600-BD is 81.5 acre-feet. The subdivision lies within the allowed place of use for Determinations of Water Right Nos. 600-BD and 601-BD, and the proposed uses are uses allowed by those Determinations and the replacement plan.

The proposed source of water for this subdivision is a bedrock aquifer in the Denver Basin. The State Engineer's Office does not have evidence regarding the length of time for which this source will be a physically and economically viable source of water. According to 37-90-107(7)(a), C.R.S., "Permits issued pursuant to this subsection (7) shall allow withdrawals on the basis of an aquifer life of 100 years." Based on this allocation approach, the annual amounts of water determined in 600-BD and 601-BD are equal to one percent of the total amount, as determined by rule 5.3.2.1 of the Designated Basin Rules, 2 CCR 410-1. Therefore, the water may be withdrawn in those annual amounts for a maximum of 100 years.

In the Adams County Development Standards and Regulations, Effective April 15, 2002, Section 5-04-05-06-04 states:

"Prior to platting, the developer shall demonstrate that... the water supply is dependable in quantity and quality based on a minimum useful life of three-hundred (300) years. A minimum 300-year useful life means the water supply from both a static and dynamic basis will be viable for a minimum 300-year period. The static analysis shall include evaluation of the volume of water that is appropriate for the proposed subdivision. The dynamic analysis shall evaluate whether the appropriate water supply is sustainable for three-hundred (300) years, giving consideration to the location and extent of the aquifer, as well as impacts caused by both current and future pumping by others from the aquifer."

The State Engineer's Office does not have evidence regarding the length of time for which this source will be "dependable in quantity and quality." However, treating Adams County's requirement as an allocation approach based on three hundred years, the allowed average annual amount of withdrawal of 57.9 acre-feet/year and 129.15 acre-feet/year (47.65 acre-feet/yr + 81.5 acre-feet/yr) would be reduced to one third of that amount, or 19.3 acre-feet/year and 42.8, which is sufficient to meet the annual demand for this subdivision as proposed. As a result, the water may be withdrawn in that annual amount for a maximum of 300 years. The State Engineer's Office has no comment on the quality of the water supply or the required 'dynamic analysis' to evaluate whether the appropriate water supply is sustainable for three hundred years.

Applications for on lot well permits, submitted by an entity other than the current water right holder (Holly Investment Company.), must include evidence that the applicant has acquired the right to the portion of water being requested on the application. That evidence should include an indication, both explicitly and by identification of the amounts of water, which of the four sources listed on page 2 will be used by that individual lot.

A.2

Chris LaRue
March 21, 2007

Page 4

State Engineer's Office Opinion

Based upon the above and pursuant to Section 30-28-136(1)(h)(l), C.R.S., subject to restricting the fire department lot to uses that have no water demand, it is our opinion that the proposed water supply is adequate and can be provided without causing injury to decreed water rights.

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 currently physically available, based on current estimated aquifer 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, according to the statutory **allocation** approach, for the proposed uses on the subdivided land is greater than the annual amount of water required to supply existing water commitments and the demands of the proposed subdivision.

Our opinion is qualified by the following:

The Ground Water Commission has retained jurisdiction over the final amount of water available pursuant to the above-referenced Determinations, pending actual geophysical data from the aquifer.

The amounts of water in the Denver Basin aquifer, and identified in this letter, are calculated based on estimated current aquifer conditions. For planning purposes the county should be aware that the economic life of a water supply based on wells in a given Denver Basin aquifer may be less than the 100 years (or 300 years) used for **allocation** due to anticipated water level declines. We recommend that the county determine whether it is appropriate to require development of renewable water resources for this subdivision to provide for a long-term water supply.

Should you have any questions, please contact Eric B. Thoman of this office.

Sincerely,



Kevin G. Rein, P.E.
Chief of Water Supply

KGR/EBT:Grasslands5.doc

cc: Jim Hall, Division 1
North K-B GWMD
Designated Basins
Records

**AMENDED
WATER SUPPLY PLAN
THE GRASSLANDS AT COMANCHE
SECTION 33, T2S, R62W, 6TH P.M.
ADAMS COUNTY, COLORADO
March 15, 2007**

**RECEIVED
MAR 15 2007**

WATER
STATE

Water supply will be from Arapahoe and Laramie-Fox Hills aquifers. Pumping periods from the aquifers will be different for Area A (greater than 1 mile from the subcrop) and Area B (within 1 mile of the Arapahoe subcrop underlying stream alluvium). Quantity of water in the Arapahoe aquifer underlying the land has been determined by the Colorado Ground Water Commission to be 5,794 acre-feet for Area A (213 acres) and 11,235 acre-feet for Area B (426.38 acres). On a 100-year basis, this is 57.9 acre-feet per year for Area A and 112 acre-feet for Area B (Water Right No. 601-BD). Quantity of water in the Laramie-Fox Hills aquifer underlying the land (639.38 acres) has been determined to be 8,152 acre-feet. On a 100-year basis, this is 81.5 acre-feet per year (Water Right No. 600-BD).

Area A

Water supply for the 18 lots in Area A will be from the Arapahoe aquifer. In this area, 4% of the water pumped must be returned to the shallow aquifer system. Stream depletions will be made up through return flows from irrigation. Annual water availability from the Arapahoe for Area A for this time period is 19.31 acre-feet (5,794 acre-feet/300 years). Annual water requirements for the residential lots in Area A are 0.3 acre-feet per lot for in-house use and .25 acre-feet per year for irrigation on 3900 square feet per lot, or a total of 0.9 acre-feet per year. The total water use from the Arapahoe for 300 years is 2,970 acre-feet..

Area B

Water supply for Area B (101 2-1/2-acre lots) for the first 100 years will be from individual wells in the Arapahoe aquifer. Water supply for years 101-300 for in-house use and for irrigation use on some of the lots will be from individual Laramie-Fox Hills. Irrigation water for remaining lots will be from an Arapahoe well in Area A which will distribute water to these lots.

Arapahoe aquifer - Water usage from an individual Arapahoe well for each of the 101 2-1/2-acre lots in Area B will be limited to 0.45 acre-feet per lot per year. The total maximum pumped for these lots will be 45.45 acre-feet per year.

In Area B actual stream depletions from pumping the Arapahoe must be made up. Stream depletions will be made up through return flows from irrigation and leaching fields, based on the replacement plan approved by the Ground Water Commission on January 9, 2007. Each well's required replacement obligation will be supplied by its own return flows. Replacements will be required even if pumping for in-house use from that

MAR 15 2007

WATER RESOURCES
STATE ENGINEER
COLORADO

well ceases within the 100-year period. Such replacements will be supplied by continued pumping of the well for replacement purposes unless an amended or alternate replacement plan is approved.

Permanent records of all Arapahoe wells will be maintained and updated annually. The information will include a listing of all well permits issued and wells constructed pursuant to the replacement plan, the annual and cumulative amounts of water diverted by each individual well and by all wells in total, information on whether each individual well is serving an occupied dwelling and irrigated landscaping, and if the latter, the amount of land being irrigated, and the return flows occurring from use of each well, assuming 90% return for in-house use and 15% return for irrigation. A property owners' association shall be formed to assure operation of the replacement plan, and each lot owner shall be required to be a member of the association. The association shall be responsible for the operation of the plan, shall prepare all notices and required reports and provide them to the Ground Water Commission, and shall assure that replacement water is provided to the alluvium on an annual bases, as required by the replacement plan. The association shall also record and maintain permanent records of all totalizing flow meter readings and other required data.

Laramie-Fox Hills - Water requirements for Area B for years 101-300 for in-house use for 101 lots at 0.3 acre-feet per lot per year are 30.3 acre-feet per year, or a total of 6060 acre-feet for the 200 years. Water availability from the Laramie-Fox Hills for the entire property is 8152 acre-feet; thus 2092 acre-feet remain for irrigation, or 10.45 acre-feet per year for 200 years. At irrigation requirements of 0.15 per lot per year for the 2-1/2-acre lots, 69 lots could be supplied. The remaining 32 2-1/2-acre lots would require 4.8 acre-feet per year, or a total 960 acre-feet for 200 years. This will be supplied from an Arapahoe well in Area A which will distribute water to these lots for irrigation purposes.

Other matters

A share of the water right, 601-BD shall be transferred to each lot owner, in an annual amount of 0.45 acre-feet each for the 101 2-1/2 acre lots and 0.55 acre-feet each for the 18 four to five acre lots.

Deed and covenant restrictions will be provided limiting area irrigated from individual wells to 2300 square feet per lot for the 101 2-1/2 acre lots and to 3900 square feet per lot for the 18 larger lots. The covenants shall include a description of the replacement plan and how the plan is to be administered. A copy of the Findings and Order for the Replacement Plan for Determination No. 601-BD will be recorded in the real property records of Adams County

Lot 1, Block 6, Filing 2 will be used to house fire trucks for a volunteer fire department. No water service will be provided to the buildings. An application will be made to convert existing alluvial well permit 134964 on this property, which presently is for domestic use, to exempt use for fire protection only.

A.2

Eighteen hundred sixty acre-feet (1860 A-ft) of Arapahoe water in Area A will be transferred to the school site if and when a school is built on the site.

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MAR 15 2007

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JAN 29 2007

WATER RESOURCES
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COLO.

WATER SUPPLY PLAN
THE GRASSLANDS AT COMANCHE
SECTION 33, T2S, R62W, 6TH P.M.
ADAMS COUNTY, COLORADO

January 17, 2007

Water supply will be from Arapahoe and Laramie-Fox Hills aquifers. Pumping periods from the aquifers will be different for Area A (greater than 1 mile from the subcrop) and Area B (within 1 mile of the Arapahoe subcrop underlying stream alluvium). Quantity of water in the Arapahoe aquifer underlying the land has been determined by the Colorado Ground Water Commission to be 5,794 acre-feet for Area A (213 acres) and 11,235 acre-feet for Area B (426.38 acres). On a 100-year basis, this is 57.9 acre-feet per year for Area A and 112 acre-feet for Area B (Water Right No. 601-BD). Quantity of water in the Laramie-Fox Hills aquifer underlying the land (639.38 acres) has been determined to be 8,152 acre-feet. On a 100-year basis, this is 81.5 acre-feet per year (Water Right No. 600-BD).

Area A

Water supply for the 14 lots in Area A will be from the Arapahoe aquifer. In this area, 4% of the water pumped must be returned to the shallow aquifer system. Stream depletions will be made up through return flows from irrigation. Annual water availability from the Arapahoe for Area A for this time period is 19.31 acre-feet (5,794 acre-feet/300 years). Annual water requirements for the residential lots in Area A are 0.3 acre-feet per lot for in-house use and .25 acre-feet per year for irrigation on 5000 square feet per lot, or a total of 7.7 acre-feet per year. The total water use from the Arapahoe for 300 years is 2,310 acre-feet.

14 Lots
Ka well
300 years
Tot 7.7 Af/yr
5000 sq ft
[0.3 Hs, 0.25 Irr]

Area B

Water supply for Area B (101 2-1/2-acre lots and four 5-acre lots) for the first 100 years will be from individual wells in the Arapahoe aquifer. Water supply for years 101-300 for in-house use and for irrigation use on some of the lots will be from individual Laramie-Fox Hills. Irrigation water for remaining lots will be from an Arapahoe well in Area A which will distribute water to these lots.

25 Ac 4%
[101 + 5]
105 - lots
100 yrs
Ka wells
200 yr + beyond
= KLF wells

Arapahoe aquifer - Water usage from an individual Arapahoe well for each of the 101 2-1/2-acre lots in Area B will be limited to 0.45 acre-feet per lot per year. The total maximum pumped for these lots will be 45.45 acre-feet per year. Water supply from an Arapahoe well for each of the 4 four-to-five-acre lots will be limited to 0.55 acre-feet per year, or a total of 2.2 acre-feet per year. Thus estimated maximum total annual usage from the Arapahoe for Area B is 47.65 acre-feet.

101 Lots
0.45 Af/yr/lot
Tot = 45.45
4 Lots
0.55 Af/yr
Tot 2.2 Af/yr

In Area B actual stream depletions from pumping the Arapahoe must be made up. Stream depletions will be made up through return flows from irrigation and leaching

fields, based on the replacement plan approved by the Ground Water Commission on January 9, 2007. Each well's required replacement obligation will be supplied by its own return flows. Replacements will be required even if pumping for in-house use from that well ceases within the 100-year period. Such replacements will be supplied by continued pumping of the well for replacement purposes unless an amended or alternate replacement plan is approved.

Permanent records of all Arapahoe wells will be maintained and updated annually. The information will include a listing of all well permits issued and wells constructed pursuant to the replacement plan, the annual and cumulative amounts of water diverted by each individual well and by all wells in total, information on whether each individual well is serving an occupied dwelling and irrigated landscaping, and if the latter, the amount of land being irrigated, and the return flows occurring from use of each well, assuming 90% return for in-house use and 15% return for irrigation. A property owners' association shall be formed to assure operation of the replacement plan, and each lot owner shall be required to be a member of the association. The association shall be responsible for the operation of the plan, shall prepare all notices and required reports and provide them to the Ground Water Commission, and shall assure that replacement water is provided to the alluvium on an annual bases, as required by the replacement plan. The association shall also record and maintain permanent records of all totalizing flow meter readings and other required data.

Laramie-Fox Hills - Water requirements for Area B for years 101-300 for in-house use for 105 lots at 0.3 acre-feet per lot per year are 31.5 acre-feet per year, or a total of 6300 acre-feet for the 200 years. Water availability from the Laramie-Fox Hills for the entire property is 8152 acre-feet; thus 1852 acre-feet remain for irrigation, or 9.26 acre-feet per year for 200 years. At irrigation requirements of 0.15 per lot per year for the 2-1/2- acre lots, 61 lots could be supplied. The remaining 50 2-1/2 -acre lots and the four 5-acre lots would require 8.5 acre-feet per year, or a total 1700 acre-feet for 200 years. This will be supplied from an Arapahoe well in Area A which will distribute water to these lots for irrigation purposes.

Other matters

A share of the water right, 601-BD shall be transferred to each lot owner, in an annual amount of 0.45 acre-feet each for the 101 2-1/2 acre lots and 0.55 acre-feet each for the 4 four to five acre lots.

Deed and covenant restrictions will be provided limiting area irrigated from individual wells to 3000 square feet per lot for the 101 2-1/2 acre lots and to 5000 square feet per lot for the 18 larger lots. The covenants shall include a description of the replacement plan and how the plan is to be administered. A copy of the Findings and Order for the Replacement Plan for Determination No. 601-BD will be recorded in the real property records of Adams County

STATE OF COLORADO

OFFICE OF THE STATE ENGINEER
 Division of Water Resources
 Department of Natural Resources

1313 Sherman Street, Room 818
 Denver, Colorado 80203
 Phone (303) 866-3581
 FAX (303) 866-3589

<http://www.water.state.co.us>



January 10, 2007

Bill Ritter, Jr.
 Governor

Harris D. Sherman
 Executive Director

Hal D. Simpson, P.E.
 State Engineer

Holly Investment Company
 D/B/A Comanche Livestock Company
 PO Box 557
 Strasburg, CO 80136

RE: Replacement Plan - Determination No. 601-BD

Dear Mr. Losh:

Enclosed is a copy of the Colorado Ground Water Commission's Findings and Order for a replacement plan to allow withdrawals from the Arapahoe aquifer in accordance with the conditions of Determination of Water Right No. 601-BD. This Findings and Order are the Commission's approval of your application for a replacement plan. This Order contains important information about your water right and should be reviewed and retained for your records.

Paragraphs 16 through 33 in the above Order represent the terms and conditions of the replacement plan.

As required in paragraph 31 of the Order, a copy of this document must be recorded by the applicant in the public records of the county – in which the claimed overlying land is located – so that a title examination of the overlying land described in the Order, or any part thereof, shall reveal this plan. A copy of this Findings and Order is enclosed for this purpose.

The allowed annual amount of withdrawal and uses for each well permitted under the plan are described in paragraphs 18 and 19 of the Order. Paragraph 26 requires that the applicant form a property owners association to assure operation of the plan. As mentioned in paragraph 27, to facilitate control of the subject water right by the lot owners in the future subdivision, and allow for each lot owner to obtain a well permit, the staff recommends that the applicant transfer an equally apportioned share of the water right and annual allocation amount to each lot owner.

The replacement plan must be fully operational and all required measuring devices must be in place and functioning prior to pumping of any wells permitted in accordance with the terms and conditions of the plan. If you have any questions, please call this office.

Sincerely,

Jay Bloomfield
 Designated Basins Branch

enclosures: a/s
 cc: North Kiowa Bijou GWMD
 Judith Hamilton

COLORADO GROUND WATER COMMISSION
FINDINGS AND ORDER

IN THE MATTER OF AN APPLICATION FOR REPLACEMENT PLAN TO ALLOW THE
WITHDRAWAL OF GROUND WATER FROM THE ARAPAHOE AQUIFER IN THE KIOWA-
BIJOU DESIGNATED GROUND WATER BASIN.

APPLICANT: HOLLY INVESTMENT COMPANY DBA COMANCHE LIVESTOCK COMPANY

REPLACEMENT PLAN – DETERMINATION OF WATER RIGHT NO. 601-BD

In compliance with Section 37-90-107.5, CRS, and the Designated Basin Rules, 2 CCR 410-1, Holly Investment Company DBA Comanche Livestock Company (referred to hereinafter as "applicant") submitted an application for a replacement plan to allow the withdrawal of ground water from the Arapahoe Aquifer in accordance with Determination of Water Right No. 601-BD.

FINDINGS

1. Pursuant to Section 37-90-107(7), CRS, in the Findings and Order dated December 15, 2004, the Ground Water Commission (hereinafter "Commission") approved a Determination of Water Right, No. 601-BD, for Holly Investment Company. In the Findings and Order, dated December 29, 2005, the Commission amended the allowed uses of 601-BD. This determination of water right allows the allocation of ground water from the Arapahoe Aquifer (hereinafter "aquifer"), underlying 639.38 acres, generally described as Section 33, Township 2 South, Range 62 West of the 6th Principal Meridian, in Adams County.
2. The allowed average annual amount of ground water to be withdrawn from the aquifer, in accordance with the conditions of the above determination of water right, shall not exceed 57.9 acre-feet for the not-nontributary (4% replacement) portion of the allocation and 112 acre-feet from the not-nontributary (actual impact replacement) portion of the allocation.
3. a. In accordance with Rule 5.3.6 of the Designated Basin Rules, the replacement water requirement status for the ground water in the aquifer underlying the above described 639.38 acre land area consists of two different requirements, which effectively divides the claimed land into two areas:
 - Area A – 213 acres, generally described as the westerly portion of the applicant's claimed overlying land area in Section 33, Township 2 South, Range 62 West of the 6th Principal Meridian.
 - Area B – 426.38 acres, generally described as the easterly portion of the applicant's claimed overlying land area in Section 33, Township 2 South, Range 62 West of the 6th Principal Meridian.

The replacement requirements for the two areas were determined to be as follows: not-nontributary (4% replacement) for Area A, and not-nontributary (actual impact replacement) for Area B. Withdrawal of ground water from the aquifer underlying Area B, a description of which is attached hereto as State's Exhibit A, would impact the Kiowa-Bijou Designated Ground Water Basin Alluvial Aquifer, which has been determined by the Commission to be over-appropriated.

- b. Commission approval of a replacement plan, providing for replacement of actual depletions to the Kiowa-Bijou Designated Ground Water Basin Alluvial Aquifer and adequate to prevent any material injury to existing water rights, is required prior to approval of well permits for wells that would withdraw the allocation of ground water from the aquifer underlying Area B, in accordance with the conditions of the subject determination of water right.
4. In accordance with Rule 5.3.6.2(C) of the Designated Basin Rules, the amount of replacement water shall provide for the replacement of depletions of alluvial water for the first 100 years due to all previous pumping - and if pumping continues beyond 100 years, shall replace actual impact until pumping ceases.
5. The above-described 639.38-acre land area is located within the boundaries of the Kiowa-Bijou Designated Ground Water Basin and within the North Kiowa-Bijou Ground Water Management District. The Commission has jurisdiction.
6. The subject application for replacement plan was received complete by the Commission on May 23, 2006.
7.
 - a. In accordance with Rule 5.6.1 of the Designated Basin Rules, the replacement plan must be adequate to prevent any material injury to water rights of other appropriators. More specifically, the applicant's plan must replace any depletions to the affected alluvial aquifers located within designated ground water basins and must prevent injury to the rights of appropriators that are withdrawing ground water from such alluvial aquifers.
 - b. As proposed by the applicant, a total of 119 on-lot wells will be constructed for use within a subdivision, which will span both the above-mentioned Area A and Area B. The replacement plan would allow for 105 individual on-lot wells within the above-mentioned Area B, to use a total annual amount of 47.65 acre-feet of water for 100 years. The use for each well for 101 of the 105 lots, which will be 2½ acres in size, would be limited to an annual withdrawal of 0.45 acre-feet, of which 0.3 acre-feet is designated for use in one single family dwelling, and 0.15 acre-feet is designated for the irrigation. The use of each well for the 4 remaining lots, which will be greater than 2½ acres in size, would be limited to an annual withdrawal of 0.55 acre-feet, of which 0.3 acre-feet is designated for use in one single family dwelling, and 0.25 acre-feet is designated for the irrigation.
 - c. The Applicant's submittal estimated an irrigation requirement of 0.05 acre-feet per 1,000 square feet (2.18 acre-feet per acre). Consumptive use estimates computed by staff, based on the Modified Blaney-Criddle methodology, and assuming lawns are planted with bluegrass, show a consumptive irrigation requirement 2.35 acre-feet per acre. An irrigation efficiency of 85%, results in a pumping irrigation requirement of 2.75 acre-feet per acre.
 - d. The applicant calculated actual depletions to the alluvial aquifers of both Kiowa Creek and Bijou Creek for the proposed withdrawals with a ground water flow model (AUG 3) using the Colorado State Engineer's (SEO) Dawson aquifer AR02 data file, the results of which are attached hereto as Applicant's Exhibit A. The maximum combined depletions to both aquifers caused by the pumping of 47.65 acre-feet per year will start at 1.9% of pumping in the first year and increase to 40.0% of pumping in the 100th year (equivalent to 19.1 acre-feet).

- e. Replacements for depletions are to be made to the Kiowa-Bijou Designated Ground Water Basin Alluvial Aquifer described in Designated Basins Rule 5.2.4.1. The applicant plans to aggregate replacement water to the alluvium of Comanche Creek, a tributary of Kiowa Creek.
- f. The source of replacement water is to be septic system return flows and deep percolation of lawn and garden irrigation water from the 105 lots within Area B.
 - i. The applicant estimates that each lot will contribute 90% of water used in-house and 15% of water used for lawn and garden irrigation. If each lot uses the total annual per-lot allocation (0.45 acre-feet for the 2½ acre and 0.55 acre-feet for the larger lots), these per lot contributions amount to 0.29 acre-feet and 0.31 acre-feet, respectively. According to the applicant's calculations, at full build out, replacements will total 30.77 acre-feet per year, which exceeds calculated depletions in any calendar year for the duration of the plan. These applicant's calculations are attached hereto as Applicant's Exhibit B.
 - ii. A totalizing flow meter will be installed on each well and kept in good working order.
 - iii. The subject property overlies the Kiowa-Bijou Designated Ground Water Basin Alluvial Aquifer as defined in Rule 5.2.4.1 of the Designated Basin Rules. Return flows will percolate directly to the underlying alluvial material at a rate to sufficiently offset calculated depletions.
 - iv. A homeowner's association will be established to administer the replacement plan.
 - v. The approved replacement plan will be recorded in the real property records of Adams County.
- h. Operation of the replacement plan involves constructing the septic systems in compliance with State and County health department standards and, as a result, shall not cause unreasonable impairment of water quality of the receiving aquifer.
8. Records in this office indicate that the applicant controls the water right to be used as a source of replacement water, Determination No. 601-BD.
9. In accordance with Rule 5.6.2 of the Designated Basin Rules, on August 2, 2006, a letter was sent to the North Kiowa-Bijou Ground Water Management District requesting written recommendations concerning this application. No written recommendations from the district were received in response to this request.
10. In accordance with Sections 37-90-107.5 and 37-90-112, CRS, the application was published in The Eastern Colorado News newspaper on August 11 and 18, 2006.
11. No objections to the application were received within the time limit set by statute.
12. The Commission Staff has evaluated the application pursuant to Section 37-90-107.5, CRS, and the requirements of Rule 5.3.6.2(C) and Rule 5.6 of the Designated Basin Rules.

13. a. According to Rule 5.6.2 of the Designated Basin Rules, the applicant has the burden of proving the adequacy of the plan in all respects.
 - b. The Commission Staff shall propose any additional terms and conditions or limitations, which are necessary to prevent material injury and to ensure that the plan is administrable and enforceable. Any such terms and conditions or limitations are incorporated into the following Order of the Commission.
14. Upon Commission approval of this replacement plan, well permits for wells to withdraw the authorized amount of water from the aquifer shall be available upon application, subject to the terms and conditions of the replacement plan and the conditions for well permit issuance in Determination of Water Right No. 601-BD, and subject to approval by the Commission.
 15. Based on data and information supplied by the applicant, the subject replacement plan, if operated under the conditions of the following Order, will prevent material injury from occurring to the existing appropriators within the Kiowa-Bijou Designated Ground Water Basin, or any other designated basin as a result of withdrawing ground water from the Arapahoe aquifer allocation underlying Area B pursuant to Determination of Water Rights 601-BD.

ORDER

In accordance with Section 37-90-107.5, CRS, and the Designated Basin Rules, the Colorado Ground Water Commission orders that the application for replacement plan, to allow the withdrawal of ground water from the Arapahoe Aquifer underlying a 426.38 acre portion of 639.38 acres, generally described as the easterly portion of the applicant's property in Section 33, Township 2 South, Range 62 West of the 6th Principal Meridian, referred herein as Area B, in accordance with Determination of Water Right No. 601-BD, is approved subject to the following conditions:

16. Well permits for 105 individual on-lot wells within Area B shall be available upon application subject to approval by the Commission and the conditions for well permit issuance in the Commission's Findings and Order of December 15, 2004 and December 29, 2005, for Determination of Water Right No. 601-BD, and subject to the following terms and conditions of this replacement plan.
17. A totalizing flow meter or a Commission approved water flow measuring device shall be installed on each well. The well owners shall maintain the meters in good working order. Permanent records of annual withdrawal of ground water shall be maintained by each well owner and provided to the Commission or the North Kiowa-Bijou Ground Water Management District upon request.
18. The allowed annual amount of ground water to be withdrawn from the aquifer by each permitted well shall not exceed 0.45 acre-feet for 101 of the 105 on-lot wells occurring within Area B. These wells will supply water to 2½ acre parcels. For the four remaining wells within Area B, the allowed annual amount of ground water to be withdrawn from the aquifer by each permitted well shall not exceed 0.55 acre-feet. The total combined withdrawals by 105 wells may not exceed 47.65 acre-feet annually.

19. The allowed use of ground water for each well under this plan is indoor needs for one single-family dwelling, irrigation of lawn and gardens and replacement supply. Place of use for each well shall be limited to the lot on which the well is located. For the 2½ acre lots, outside irrigation is limited to 2,300 square feet of lawn and gardens. For the larger lots, irrigation is limited to 3,900 square feet of lawn and garden.
20. Return flows from in-house use of ground water within the 105 lots shall occur through both individual on lot non-evaporative septic systems and deep percolation of water used for lawn and garden irrigation, all located within Area B. To prevent unreasonable impairment of water quality, the septic systems shall be constructed to state and county health department standards.
21. To insure that sufficient replacements reach the Kiowa-Bijou Designated Ground Water Basin Alluvial Aquifer described in Designated Basins Rules 5.2.4.1, the replacement water return flows must occur over saturated alluvium or a continuous shallow water table on top of bedrock in hydraulic connection with the alluvial aquifer of Comanche Creek or its tributaries. The applicant must provide adequate proof of such underlying conditions upon Commission request.
22. Pumping under this plan is limited to a period of 100 years. The year of first use of this replacement plan shall be the calendar year of construction of a well permitted pursuant to this plan or permitting of an existing well pursuant to the plan.
23. A table showing net depletions to the affected alluvial aquifer in acre-feet per year is attached hereto as State's Exhibit B, based on an assumption of a continuous annual withdrawal from the aquifer of 47.65 acre-feet by all 105 wells. Should all 105 wells begin pumping simultaneously, replacement of depletions would have to be provided in the acre-feet amounts shown in State's Exhibit B.
24. The replacement plan shall provide for the required annual amount of replacement water for the first 100 years. All individual wells may not begin pumping concurrently. So long as each individual well continues to pump and supply an occupied dwelling, that well's required replacement obligation, equal to 1/105 of the acre-feet per year amounts shown on State's Exhibit B, will be replaced by its own return flows. Each well may operate as an independent point of diversion and source of replacement water. Each well's replacement water requirements must be provided even if pumping for residential use ceases within the first 100 years of first use of this replacement plan. Should any well cease pumping for in-house use within the first 100 years, that well must either maintain pumping for its replacement purposes, or an amended or alternate replacement plan must be applied for that will make the required replacement deliveries.
25. The applicant must maintain permanent records, updated annually, containing the following items:
 - a. A listing of all well permits issued and wells constructed pursuant to this plan.
 - b. The annual and cumulative amounts of water diverted by each individual well, and by all wells in total.
 - c. Whether each individual well is serving an occupied dwelling.
 - d. Whether each individual well is serving irrigated landscaping, and amount of land being irrigated.
 - e. The return flows occurring from use of each well, assuming the following rates: 90% for in-house use and 15% for irrigation use.

A.2

Applicant: Holly Investment Company
Arapahoe Aquifer
Replacement Plan - Determination No. 601-BD

Page 6

26. The applicant shall form a property owners association to assure operation of the replacement plan. Each lot owner in the above-described future subdivision shall be a member of the association. This association shall be responsible for the operation of the plan, and shall prepare all notices and reports required by the plan and provide these to the Commission with any other information related to the operation of the replacement plan that may be requested by the Commission.
27. The property owners association shall assure that replacement water is provided to the alluvium as required by this plan. The amount of replacement water shall be calculated and reported on the applicant's submitted reporting form for the Grasslands at Comanche. The replacement water must equal or exceed the depletions to the alluvium on a yearly basis, and the replacement must prevent any material injury to the water rights of other appropriators. No credit shall be claimed by the applicant for an oversupply of replacement water provided to the alluvium during previous years.
28. The property owners association shall record and maintain permanent records of all totalizing flow meter readings and data concerning all other operations associated with the replacement plan which are necessary to document compliance with this plan and to submit this information to the Commission and the North Kiowa-Bijou Ground Water Management District on an annual basis for the calendar year just concluded by **February 15th** of the following year.
29. To insure appropriate control of the subject water right and source of replacement water by the lot owners in the future subdivision, and allow for each lot owner to obtain a well permit, the applicant should transfer a sufficient share of the water right and annual allocation amount to each lot owner, or to the property owners association if the association plans to apply for the permits under this plan. Such transfers shall be by recorded deed, in accordance with the conditions of paragraph 24 of the Commission's Order for Determination No. 601-BD.
30. Any covenants adopted for the future subdivision should contain a description of the replacement plan and how the plan is to be administered, including the required limitations on water use for each lot.
31. A copy of this Findings and Order shall be recorded by the applicant in the real property records of Adams County, so that a title examination of the above described 639.38 acre property, or any part thereof, shall reveal to all future purchasers the existence of this replacement plan. The terms and conditions of this replacement plan shall be considered to be a covenant on and running with the subject property.
32. In the event the permitted wells are not operated in accordance with the conditions of this replacement plan, they shall be subject to administration, including orders to cease diverting ground water.
33. The Commission retains jurisdiction to modify or revoke approval of this replacement plan, if monitoring or operating experience reveals that the plan results in any material injury to water rights of other appropriators or in unreasonable impairment to water quality.

STATE OF ~~RECEIVED~~ COLORADO

OFFICE OF THE STATE ENGINEER
Division of Water Resources
Department of Natural Resources

1313 Sherman Street, Room 818
Denver, Colorado 80203
Phone (303) 866-3581
FAX (303) 866-3589

<http://www.water.state.co.us>

Holly Investment Company
D/B/A Comanche Livestock Company
PO Box 557
Strasburg, CO 80136

JAN 29 2007

WATER RESOURCES
STATE ENGINEER
COLO.



January 10, 2007

Bill Ritter, Jr.
Governor

Harris D. Sherman
Executive Director

Hal D. Simpson, P E
State Engineer

RE: Replacement Plan - Determination No. 601-BD

Dear Mr. Losh:

Enclosed is a copy of the Colorado Ground Water Commission's Findings and Order for a replacement plan to allow withdrawals from the Arapahoe aquifer in accordance with the conditions of Determination of Water Right No. 601-BD. This Findings and Order are the Commission's approval of your application for a replacement plan. This Order contains important information about your water right and should be reviewed and retained for your records.

Paragraphs 16 through 33 in the above Order represent the terms and conditions of the replacement plan.

As required in paragraph 31 of the Order, a copy of this document must be recorded by the applicant in the public records of the county – in which the claimed overlying land is located – so that a title examination of the overlying land described in the Order, or any part thereof, shall reveal this plan. A copy of this Findings and Order is enclosed for this purpose.

The allowed annual amount of withdrawal and uses for each well permitted under the plan are described in paragraphs 18 and 19 of the Order. Paragraph 26 requires that the applicant form a property owners association to assure operation of the plan. As mentioned in paragraph 27, to facilitate control of the subject water right by the lot owners in the future subdivision, and allow for each lot owner to obtain a well permit, the staff recommends that the applicant transfer an equally apportioned share of the water right and annual allocation amount to each lot owner.

The replacement plan must be fully operational and all required measuring devices must be in place and functioning prior to pumping of any wells permitted in accordance with the terms and conditions of the plan. If you have any questions, please call this office.

Sincerely,

Jay Bloomfield
Designated Basins Branch

enclosures: a/s

cc: North Kiowa Bijou GWMD
Judith Hamilton



October 5, 2021

Layla Bajelan, Long Range Planner II
Adams County Department of Community and Economic Development
LBajelan@adcogov.org

RE: Grasslands at Comanche, 6th Filing, PLT2021-00028
SE1/4 of Section 33, T2S, R62W, 6th P.M.
Water Division 8, Water District 1
Kiowa-Bijou Designated Basin

Dear Layla Bajelan:

We have reviewed your September 17, 2021 submittal concerning the above referenced proposal for the development of 45.85 acres into 16 residential lots located within the Grasslands at Comanche subdivision.

A Water Supply Information Summary Sheet or water supply plan report was not submitted therefore, the water supply demand and proposed uses for this filing are unknown. However, this office previously commented on the Grasslands at Comanche subdivision in our letter dated March 21, 2007. Therefore, please refer to our letter dated March 21, 2007 concerning the proposal for a subdivision of a 402.2-acre parcel into 119 residential lots, and other future associated facilities consisting of a school and a firehouse.

As mentioned above the 45.85 acres are located within the Grassland of Comanche Subdivision, therefore the comments from our previous letter dated March 21, 2007 (copy enclosed) regarding the water supply for this subdivision still apply unless the Applicant has since amended the water demands or water supplies. If the Applicant has amended the water demands or water supplies such information should be provided to our office for further review.

If you, or the applicant, have any questions, please contact Ioana Comaniciu at 303-866-3581 ext. 8246.

Sincerely,

A handwritten signature in cursive script that reads "Joanna Williams".

Joanna Williams, P.E.
Water Resource Engineer

Attachment: March 21, 2007 letter

Ec: Subdivision file: 28887



STATE OF COLORADO

OFFICE OF THE STATE ENGINEER

Division of Water Resources
Department of Natural Resources

1313 Sherman Street, Room 818
Denver, Colorado 80203
Phone (303) 866-3581
FAX (303) 866-3589

<http://www.water.state.co.us>

March 21, 2007

Chris LaRue
Adams County Planning and Development Department
12200 Pecos St.
Westminster, CO 80234

RE: *The Grasslands at Comanche* - PRJ2007-00004
Section 33, T2S, R62W, 6th P.M.
Kiowa-Bijou Designated Ground Water Basin
Water Division 1, Water District 1

Dear Mr. LaRue:

We have reviewed your January 23, 2007 submittal in conjunction with amendments from the applicant dated March 15, 2007, concerning the above referenced proposal to subdivide 402.2 acres into 119 residential lots, and other future associated facilities consisting of a school and a firehouse. In light of the applicant's approved replacement plan, this response modifies our previous position stated in our letters dated July 18, 2005 through July 25, 2006.

Water Supply Demand

According to the current submittal, the estimated water requirements total 61.55 acre-feet annually. This estimated amount covers two categories of lots each with their own specific water requirement, which are as follows:

1. "Area A" lots, which according to the plat map are those lots associated with Filing 5. The water supply plan would support all 18 lots shown. The proposed annual water demand for these 18 lots (operating independently of the replacement plan) totals 9.9 acre-feet, or 0.55 acre-feet per lot. This breaks down to 0.30 acre-feet for in house use and 0.25 acre-feet/year for irrigation of up to 3,900 square feet of home gardens and lawns.
2. "Area B" lots, which, according to the plat map, would occur in the area of Filings 1 through 4. Of the 102 lots occurring in the east half of Section 33, the water supply plan provides for 101 lots. The one remaining lot (Lot 1, Block 6, Filing 2) is not covered in this water supply plan, and is the future garage sight of the volunteer fire department. The proposed annual water demand totals 45.45 acre-feet, or 0.45 acre-feet per lot. This breaks down to 0.30 acre-feet for in house use and 0.15 acre-feet for irrigation of up to 2,300 square-feet of home gardens and lawns.

The estimated demand for the school is 6.20 acre-feet per year. The proposal contains no estimate of water demand for the lot anticipated to contain fire department. An existing irrigation well may be re-permitted for fire station use. In all of the above mentioned 101 Area B

residential lots, waste water disposal **must** occur through individual on-lot septic systems as required by the applicant's replacement plan.

Source of Water Supply

The proposed source of water for the entire subdivision consists of using an Arapahoe and a Laramie-Fox Hills aquifer allocation pursuant to Determinations of Water Right Nos. 601-BD and 600-BD. Because the Arapahoe aquifer allocation under 601-BD is effectively divided by two differing not-nontributary classifications, the portion of the allocation serving the above-mentioned Area B, Lots must be operated under a Commission approved replacement plan. The applicant proposes several for source of water supply for a three hundred year period. These sources are detailed as follows:

1. For all 18 of the Area A Lots (Filing 5, Block 8, lots 1-13 and Block 9, lots 1-5), the proposed source of water for **all uses**, for a 300-year period, will be provided by individual on-lot wells producing from the not-nontributary Arapahoe aquifer (requiring 4% return flows) pursuant to Determination of Water Right No. 601-BD. Pumping will not exceed 0.55 acre-feet/yr per lot for a total of 9.9 acre-feet/yr.
2. For years 1 through 100, all 101 Area B Lots (Filings 1 through 4, Block 1 - lots 1-14, Block 2 - lots 1-7, Block 3 - lots 1-6, Block 4 - lots 1-27, Block 5 - 1-24, Block 6 - lots 2-17 and Block 7 - lots 1-7), the proposed source of water for **all uses** will be provided by individual on-lot wells producing from the not-nontributary Arapahoe aquifer (operating under the replacement plan for Determination of Water Right 601-BD). Pumping will not exceed 0.45 acre-feet/yr per lot for a total of 45.45 acre-feet/yr.
3. For Years 101 through 300, for 69 of the 101 Area B Lots, the proposed source of water for **all uses** will be provided by individual on-lot wells producing from the nontributary Laramie-Fox Hills aquifer pursuant to Determination of Water Right 600-BD, pumping will not exceed 0.45 acre-feet/yr per lot for a total of 31.05 acre-feet/yr.
4. For Years 101 through 300, for the remaining 32 Area B Lots, the proposed source of water for **in-house use only** is individual on lot wells producing from the nontributary Laramie-Fox Hills aquifer pursuant to Determination of Water Right 600-BD. Irrigation needs will be provided by an individual well located in Area A, producing not-nontributary (4%) water from the Arapahoe aquifer pursuant to Determination of Water Right No. 601-BD. Pumping for in-house use only will not exceed 0.3 acre-feet/yr for all Laramie-Fox Hills wells, totaling 9.6 acre-feet/yr. Pumping for irrigation needs, supplied by the individual Area A well, will not exceed 0.15 acre-feet/yr for the 32 Area B Lots, totaling 4.8 acre-feet.
5. Approximately 1,860 acre-feet of Arapahoe aquifer ground water (equivalent to 6.20 acre-feet per year for 300 years), pursuant to 601-BD (from Area A) will be reserved for use in a school.
6. The submittals mention a potential water supply for the lot (Lot 1, Block 6, Filing 2) that would require approval for a change of use on an irrigation well, where the fire department is anticipated to be located. However, the irrigation well can not be viewed as a viable source of water until the change of use is approved. Any approval of this subdivision should restrict this lot to uses that have no water demand until an acceptable source of water is approved or obtained.

The allowed average annual amount of withdrawal provided for in Determination of Water Right No. 601-BD, for that portion of the allocation that can be used independent of a replacement plan (Area A), is 57.9 acre-feet. The allowed average annual amount of withdrawal allowed for in Determination of Water Right No. 601-BD for the remaining portion of the allocation is 112 acre-feet. The replacement plan approved for Determination of Water Right 601-BD allows for an average diversion of 47.65 acre-feet annually for a maximum of 100 years. The allowed average annual amount of withdrawal provided for in Determination of Water Right No. 600-BD is 81.5 acre-feet. The subdivision lies within the allowed place of use for Determinations of Water Right Nos. 600-BD and 601-BD, and the proposed uses are uses allowed by those Determinations and the replacement plan.

The proposed source of water for this subdivision is a bedrock aquifer in the Denver Basin. The State Engineer's Office does not have evidence regarding the length of time for which this source will be a physically and economically viable source of water. According to 37-90-107(7)(a), C.R.S., "Permits issued pursuant to this subsection (7) shall allow withdrawals on the basis of an aquifer life of 100 years." Based on this allocation approach, the annual amounts of water determined in 600-BD and 601-BD are equal to one percent of the total amount, as determined by rule 5.3.2.1 of the Designated Basin Rules, 2 CCR 410-1. Therefore, the water may be withdrawn in those annual amounts for a maximum of 100 years.

In the Adams County Development Standards and Regulations, Effective April 15, 2002, Section 5-04-05-06-04 states:

"Prior to platting, the developer shall demonstrate that...the water supply is dependable in quantity and quality based on a minimum useful life of three-hundred (300) years. A minimum 300-year useful life means the water supply from both a static and dynamic basis will be viable for a minimum 300-year period. The static analysis shall include evaluation of the volume of water that is appropriate for the proposed subdivision. The dynamic analysis shall evaluate whether the appropriate water supply is sustainable for three-hundred (300) years, giving consideration to the location and extent of the aquifer, as well as impacts caused by both current and future pumping by others from the aquifer."

The State Engineer's Office does not have evidence regarding the length of time for which this source will be "dependable in quantity and quality." However, treating Adams County's requirement as an allocation approach based on three hundred years, the allowed average annual amount of withdrawal of 57.9 acre-feet/year and 129.15 acre-feet/year (47.65 acre-feet/yr + 81.5 acre-feet/yr) would be reduced to one third of that amount, or 19.3 acre-feet/year and 42.8, which is sufficient to meet the annual demand for this subdivision as proposed. As a result, the water may be withdrawn in that annual amount for a maximum of 300 years. The State Engineer's Office has no comment on the quality of the water supply or the required 'dynamic analysis' to evaluate whether the appropriate water supply is sustainable for three hundred years.

Applications for on lot well permits, submitted by an entity other than the current water right holder (Holly Investment Company.), must include evidence that the applicant has acquired the right to the portion of water being requested on the application. That evidence should include an indication, both explicitly and by identification of the amounts of water, which of the four sources listed on page 2 will be used by that individual lot.

A.2

Chris LaRue
March 21, 2007

Page 4

State Engineer's Office Opinion

Based upon the above and pursuant to Section 30-28-136(1)(h)(l), C.R.S., subject to restricting the fire department lot to uses that have no water demand, it is our opinion that the proposed water supply is adequate and can be provided without causing injury to decreed water rights.

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 currently physically available, based on current estimated aquifer 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, according to the statutory **allocation** approach, for the proposed uses on the subdivided land is greater than the annual amount of water required to supply existing water commitments and the demands of the proposed subdivision.


Our opinion is qualified by the following:

The Ground Water Commission has retained jurisdiction over the final amount of water available pursuant to the above-referenced Determinations, pending actual geophysical data from the aquifer.

The amounts of water in the Denver Basin aquifer, and identified in this letter, are calculated based on estimated current aquifer conditions. For planning purposes the county should be aware that the economic life of a water supply based on wells in a given Denver Basin aquifer may be less than the 100 years (or 300 years) used for **allocation** due to anticipated water level declines. We recommend that the county determine whether it is appropriate to require development of renewable water resources for this subdivision to provide for a long-term water supply.

Should you have any questions, please contact Eric B. Thoman of this office.

Sincerely,



Kevin G. Rein, P.E.
Chief of Water Supply

KGR/EBT:Grasslands5.doc

cc: Jim Hall, Division 1
North K-B GWMD
Designated Basins
Records

**AMENDED
WATER SUPPLY PLAN
THE GRASSLANDS AT COMANCHE
SECTION 33, T2S, R62W, 6TH P.M.
ADAMS COUNTY, COLORADO
March 15, 2007**

**RECEIVED
MAR 15 2007**

WATER
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Water supply will be from Arapahoe and Laramie-Fox Hills aquifers. Pumping periods from the aquifers will be different for Area A (greater than 1 mile from the subcrop) and Area B (within 1 mile of the Arapahoe subcrop underlying stream alluvium). Quantity of water in the Arapahoe aquifer underlying the land has been determined by the Colorado Ground Water Commission to be 5,794 acre-feet for Area A (213 acres) and 11,235 acre-feet for Area B (426.38 acres). On a 100-year basis, this is 57.9 acre-feet per year for Area A and 112 acre-feet for Area B (Water Right No. 601-BD). Quantity of water in the Laramie-Fox Hills aquifer underlying the land (639.38 acres) has been determined to be 8,152 acre-feet. On a 100-year basis, this is 81.5 acre-feet per year (Water Right No. 600-BD).

Area A

Water supply for the 18 lots in Area A will be from the Arapahoe aquifer. In this area, 4% of the water pumped must be returned to the shallow aquifer system. Stream depletions will be made up through return flows from irrigation. Annual water availability from the Arapahoe for Area A for this time period is 19.31 acre-feet (5,794 acre-feet/300 years). Annual water requirements for the residential lots in Area A are 0.3 acre-feet per lot for in-house use and .25 acre-feet per year for irrigation on 3900 square feet per lot, or a total of 0.9 acre-feet per year. The total water use from the Arapahoe for 300 years is 2,970 acre-feet..

Area B

Water supply for Area B (101 2-1/2-acre lots) for the first 100 years will be from individual wells in the Arapahoe aquifer. Water supply for years 101-300 for in-house use and for irrigation use on some of the lots will be from individual Laramie-Fox Hills. Irrigation water for remaining lots will be from an Arapahoe well in Area A which will distribute water to these lots.

Arapahoe aquifer - Water usage from an individual Arapahoe well for each of the 101 2-1/2-acre lots in Area B will be limited to 0.45 acre-feet per lot per year. The total maximum pumped for these lots will be 45.45 acre-feet per year.

In Area B actual stream depletions from pumping the Arapahoe must be made up. Stream depletions will be made up through return flows from irrigation and leaching fields, based on the replacement plan approved by the Ground Water Commission on January 9, 2007. Each well's required replacement obligation will be supplied by its own return flows. Replacements will be required even if pumping for in-house use from that

MAR 15 2007

WATER RESOURCES
STATE ENGINEER
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well ceases within the 100-year period. Such replacements will be supplied by continued pumping of the well for replacement purposes unless an amended or alternate replacement plan is approved.

Permanent records of all Arapahoe wells will be maintained and updated annually. The information will include a listing of all well permits issued and wells constructed pursuant to the replacement plan, the annual and cumulative amounts of water diverted by each individual well and by all wells in total, information on whether each individual well is serving an occupied dwelling and irrigated landscaping, and if the latter, the amount of land being irrigated, and the return flows occurring from use of each well, assuming 90% return for in-house use and 15% return for irrigation. A property owners' association shall be formed to assure operation of the replacement plan, and each lot owner shall be required to be a member of the association. The association shall be responsible for the operation of the plan, shall prepare all notices and required reports and provide them to the Ground Water Commission, and shall assure that replacement water is provided to the alluvium on an annual bases, as required by the replacement plan. The association shall also record and maintain permanent records of all totalizing flow meter readings and other required data.

Laramie-Fox Hills - Water requirements for Area B for years 101-300 for in-house use for 101 lots at 0.3 acre-feet per lot per year are 30.3 acre-feet per year, or a total of 6060 acre-feet for the 200 years. Water availability from the Laramie-Fox Hills for the entire property is 8152 acre-feet; thus 2092 acre-feet remain for irrigation, or 10.45 acre-feet per year for 200 years. At irrigation requirements of 0.15 per lot per year for the 2-1/2-acre lots, 69 lots could be supplied. The remaining 32 2-1/2-acre lots would require 4.8 acre-feet per year, or a total 960 acre-feet for 200 years. This will be supplied from an Arapahoe well in Area A which will distribute water to these lots for irrigation purposes.

Other matters

A share of the water right, 601-BD shall be transferred to each lot owner, in an annual amount of 0.45 acre-feet each for the 101 2-1/2 acre lots and 0.55 acre-feet each for the 18 four to five acre lots.

Deed and covenant restrictions will be provided limiting area irrigated from individual wells to 2300 square feet per lot for the 101 2-1/2 acre lots and to 3900 square feet per lot for the 18 larger lots. The covenants shall include a description of the replacement plan and how the plan is to be administered. A copy of the Findings and Order for the Replacement Plan for Determination No. 601-BD will be recorded in the real property records of Adams County

Lot 1, Block 6, Filing 2 will be used to house fire trucks for a volunteer fire department.. No water service will be provided to the buildings. An application will be made to convert existing alluvial well permit 134964 on this property, which presently is for domestic use, to exempt use for fire protection only.

A.2

Eighteen hundred sixty acre-feet (1860 A-ft) of Arapahoe water in Area A will be transferred to the school site if and when a school is built on the site.

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WATER SUPPLY PLAN
THE GRASSLANDS AT COMANCHE
SECTION 33, T2S, R62W, 6TH P.M.
ADAMS COUNTY, COLORADO

January 17, 2007

Water supply will be from Arapahoe and Laramie-Fox Hills aquifers. Pumping periods from the aquifers will be different for Area A (greater than 1 mile from the subcrop) and Area B (within 1 mile of the Arapahoe subcrop underlying stream alluvium). Quantity of water in the Arapahoe aquifer underlying the land has been determined by the Colorado Ground Water Commission to be 5,794 acre-feet for Area A (213 acres) and 11,235 acre-feet for Area B (426.38 acres). On a 100-year basis, this is 57.9 acre-feet per year for Area A and 112 acre-feet for Area B (Water Right No. 601-BD). Quantity of water in the Laramie-Fox Hills aquifer underlying the land (639.38 acres) has been determined to be 8,152 acre-feet. On a 100-year basis, this is 81.5 acre-feet per year (Water Right No. 600-BD).

Area A

Water supply for the 14 lots in Area A will be from the Arapahoe aquifer. In this area, 4% of the water pumped must be returned to the shallow aquifer system. Stream depletions will be made up through return flows from irrigation. Annual water availability from the Arapahoe for Area A for this time period is 19.31 acre-feet (5,794 acre-feet/300 years). Annual water requirements for the residential lots in Area A are 0.3 acre-feet per lot for in-house use and .25 acre-feet per year for irrigation on 5000 square feet per lot, or a total of 7.7 acre-feet per year. The total water use from the Arapahoe for 300 years is 2,310 acre-feet.

14 Lots
Ka well
300 years
Tot 7.7 AF/yr
5000 sq ft
[0.3 Hs, 0.25 Irr]

Area B

Water supply for Area B (101 2-1/2-acre lots and four 5-acre lots) for the first 100 years will be from individual wells in the Arapahoe aquifer. Water supply for years 101-300 for in-house use and for irrigation use on some of the lots will be from individual Laramie-Fox Hills. Irrigation water for remaining lots will be from an Arapahoe well in Area A which will distribute water to these lots.

25 Ac 4%
[101 + 5]
105-Lots
100 yrs
Ka wells
200 yr + beyond
= KLF wells

Arapahoe aquifer - Water usage from an individual Arapahoe well for each of the 101 2-1/2-acre lots in Area B will be limited to 0.45 acre-feet per lot per year. The total maximum pumped for these lots will be 45.45 acre-feet per year. Water supply from an Arapahoe well for each of the 4 four-to-five-acre lots will be limited to 0.55 acre-feet per year, or a total of 2.2 acre-feet per year. Thus estimated maximum total annual usage from the Arapahoe for Area B is 47.65 acre-feet.

101 Lots
0.45 AF/yr/lot
Tot = 45.45
4 Lots
0.55 AF/yr
Tot 2.2 AF/yr

In Area B actual stream depletions from pumping the Arapahoe must be made up. Stream depletions will be made up through return flows from irrigation and leaching

fields, based on the replacement plan approved by the Ground Water Commission on January 9, 2007. Each well's required replacement obligation will be supplied by its own return flows. Replacements will be required even if pumping for in-house use from that well ceases within the 100-year period. Such replacements will be supplied by continued pumping of the well for replacement purposes unless an amended or alternate replacement plan is approved.

Permanent records of all Arapahoe wells will be maintained and updated annually. The information will include a listing of all well permits issued and wells constructed pursuant to the replacement plan, the annual and cumulative amounts of water diverted by each individual well and by all wells in total, information on whether each individual well is serving an occupied dwelling and irrigated landscaping, and if the latter, the amount of land being irrigated, and the return flows occurring from use of each well, assuming 90% return for in-house use and 15% return for irrigation. A property owners' association shall be formed to assure operation of the replacement plan, and each lot owner shall be required to be a member of the association. The association shall be responsible for the operation of the plan, shall prepare all notices and required reports and provide them to the Ground Water Commission, and shall assure that replacement water is provided to the alluvium on an annual bases, as required by the replacement plan. The association shall also record and maintain permanent records of all totalizing flow meter readings and other required data.

Laramie-Fox Hills - Water requirements for Area B for years 101-300 for in-house use for 105 lots at 0.3 acre-feet per lot per year are 31.5 acre-feet per year, or a total of 6300 acre-feet for the 200 years. Water availability from the Laramie-Fox Hills for the entire property is 8152 acre-feet; thus 1852 acre-feet remain for irrigation, or 9.26 acre-feet per year for 200 years. At irrigation requirements of 0.15 per lot per year for the 2-1/2- acre lots, 61 lots could be supplied. The remaining 50 2-1/2 -acre lots and the four 5-acre lots would require 8.5 acre-feet per year, or a total 1700 acre-feet for 200 years. This will be supplied from an Arapahoe well in Area A which will distribute water to these lots for irrigation purposes.

Other matters

A share of the water right, 601-BD shall be transferred to each lot owner, in an annual amount of 0.45 acre-feet each for the 101 2-1/2 acre lots and 0.55 acre-feet each for the 4 four to five acre lots.

Deed and covenant restrictions will be provided limiting area irrigated from individual wells to 3000 square feet per lot for the 101 2-1/2 acre lots and to 5000 square feet per lot for the 18 larger lots. The covenants shall include a description of the replacement plan and how the plan is to be administered. A copy of the Findings and Order for the Replacement Plan for Determination No. 601-BD will be recorded in the real property records of Adams County

STATE OF COLORADO

OFFICE OF THE STATE ENGINEER
 Division of Water Resources
 Department of Natural Resources

1313 Sherman Street, Room 818
 Denver, Colorado 80203
 Phone (303) 866-3581
 FAX (303) 866-3589

<http://www.water.state.co.us>



January 10, 2007

Bill Ritter, Jr.
 Governor

Harris D. Sherman
 Executive Director

Hal D. Simpson, P.E.
 State Engineer

Holly Investment Company
 D/B/A Comanche Livestock Company
 PO Box 557
 Strasburg, CO 80136

RE: Replacement Plan - Determination No. 601-BD

Dear Mr. Losh:

Enclosed is a copy of the Colorado Ground Water Commission's Findings and Order for a replacement plan to allow withdrawals from the Arapahoe aquifer in accordance with the conditions of Determination of Water Right No. 601-BD. This Findings and Order are the Commission's approval of your application for a replacement plan. This Order contains important information about your water right and should be reviewed and retained for your records.

Paragraphs 16 through 33 in the above Order represent the terms and conditions of the replacement plan.

As required in paragraph 31 of the Order, a copy of this document must be recorded by the applicant in the public records of the county – in which the claimed overlying land is located – so that a title examination of the overlying land described in the Order, or any part thereof, shall reveal this plan. A copy of this Findings and Order is enclosed for this purpose.

The allowed annual amount of withdrawal and uses for each well permitted under the plan are described in paragraphs 18 and 19 of the Order. Paragraph 26 requires that the applicant form a property owners association to assure operation of the plan. As mentioned in paragraph 27, to facilitate control of the subject water right by the lot owners in the future subdivision, and allow for each lot owner to obtain a well permit, the staff recommends that the applicant transfer an equally apportioned share of the water right and annual allocation amount to each lot owner.

The replacement plan must be fully operational and all required measuring devices must be in place and functioning prior to pumping of any wells permitted in accordance with the terms and conditions of the plan. If you have any questions, please call this office.

Sincerely,

Jay Bloomfield
 Designated Basins Branch

enclosures: a/s
 cc: North Kiowa Bijou GWMD
 Judith Hamilton

COLORADO GROUND WATER COMMISSION
FINDINGS AND ORDER

IN THE MATTER OF AN APPLICATION FOR REPLACEMENT PLAN TO ALLOW THE
WITHDRAWAL OF GROUND WATER FROM THE ARAPAHOE AQUIFER IN THE KIOWA-
BIJOU DESIGNATED GROUND WATER BASIN.

APPLICANT: HOLLY INVESTMENT COMPANY DBA COMANCHE LIVESTOCK COMPANY

REPLACEMENT PLAN – DETERMINATION OF WATER RIGHT NO. 601-BD

In compliance with Section 37-90-107.5, CRS, and the Designated Basin Rules, 2 CCR 410-1, Holly Investment Company DBA Comanche Livestock Company (referred to hereinafter as "applicant") submitted an application for a replacement plan to allow the withdrawal of ground water from the Arapahoe Aquifer in accordance with Determination of Water Right No. 601-BD.

FINDINGS

1. Pursuant to Section 37-90-107(7), CRS, in the Findings and Order dated December 15, 2004, the Ground Water Commission (hereinafter "Commission") approved a Determination of Water Right, No. 601-BD, for Holly Investment Company. In the Findings and Order, dated December 29, 2005, the Commission amended the allowed uses of 601-BD. This determination of water right allows the allocation of ground water from the Arapahoe Aquifer (hereinafter "aquifer"), underlying 639.38 acres, generally described as Section 33, Township 2 South, Range 62 West of the 6th Principal Meridian, in Adams County.
2. The allowed average annual amount of ground water to be withdrawn from the aquifer, in accordance with the conditions of the above determination of water right, shall not exceed 57.9 acre-feet for the not-nontributary (4% replacement) portion of the allocation and 112 acre-feet from the not-nontributary (actual impact replacement) portion of the allocation.
3. a. In accordance with Rule 5.3.6 of the Designated Basin Rules, the replacement water requirement status for the ground water in the aquifer underlying the above described 639.38 acre land area consists of two different requirements, which effectively divides the claimed land into two areas:
 - Area A – 213 acres, generally described as the westerly portion of the applicant's claimed overlying land area in Section 33, Township 2 South, Range 62 West of the 6th Principal Meridian.
 - Area B – 426.38 acres, generally described as the easterly portion of the applicant's claimed overlying land area in Section 33, Township 2 South, Range 62 West of the 6th Principal Meridian.

The replacement requirements for the two areas were determined to be as follows: not-nontributary (4% replacement) for Area A, and not-nontributary (actual impact replacement) for Area B. Withdrawal of ground water from the aquifer underlying Area B, a description of which is attached hereto as State's Exhibit A, would impact the Kiowa-Bijou Designated Ground Water Basin Alluvial Aquifer, which has been determined by the Commission to be over-appropriated.

- b. Commission approval of a replacement plan, providing for replacement of actual depletions to the Kiowa-Bijou Designated Ground Water Basin Alluvial Aquifer and adequate to prevent any material injury to existing water rights, is required prior to approval of well permits for wells that would withdraw the allocation of ground water from the aquifer underlying Area B, in accordance with the conditions of the subject determination of water right.
4. In accordance with Rule 5.3.6.2(C) of the Designated Basin Rules, the amount of replacement water shall provide for the replacement of depletions of alluvial water for the first 100 years due to all previous pumping - and if pumping continues beyond 100 years, shall replace actual impact until pumping ceases.
5. The above-described 639.38-acre land area is located within the boundaries of the Kiowa-Bijou Designated Ground Water Basin and within the North Kiowa-Bijou Ground Water Management District. The Commission has jurisdiction.
6. The subject application for replacement plan was received complete by the Commission on May 23, 2006.
7.
 - a. In accordance with Rule 5.6.1 of the Designated Basin Rules, the replacement plan must be adequate to prevent any material injury to water rights of other appropriators. More specifically, the applicant's plan must replace any depletions to the affected alluvial aquifers located within designated ground water basins and must prevent injury to the rights of appropriators that are withdrawing ground water from such alluvial aquifers.
 - b. As proposed by the applicant, a total of 119 on-lot wells will be constructed for use within a subdivision, which will span both the above-mentioned Area A and Area B. The replacement plan would allow for 105 individual on-lot wells within the above-mentioned Area B, to use a total annual amount of 47.65 acre-feet of water for 100 years. The use for each well for 101 of the 105 lots, which will be 2½ acres in size, would be limited to an annual withdrawal of 0.45 acre-feet, of which 0.3 acre-feet is designated for use in one single family dwelling, and 0.15 acre-feet is designated for the irrigation. The use of each well for the 4 remaining lots, which will be greater than 2½ acres in size, would be limited to an annual withdrawal of 0.55 acre-feet, of which 0.3 acre-feet is designated for use in one single family dwelling, and 0.25 acre-feet is designated for the irrigation.
 - c. The Applicant's submittal estimated an irrigation requirement of 0.05 acre-feet per 1,000 square feet (2.18 acre-feet per acre). Consumptive use estimates computed by staff, based on the Modified Blaney-Criddle methodology, and assuming lawns are planted with bluegrass, show a consumptive irrigation requirement 2.35 acre-feet per acre. An irrigation efficiency of 85%, results in a pumping irrigation requirement of 2.75 acre-feet per acre.
 - d. The applicant calculated actual depletions to the alluvial aquifers of both Kiowa Creek and Bijou Creek for the proposed withdrawals with a ground water flow model (AUG 3) using the Colorado State Engineer's (SEO) Dawson aquifer AR02 data file, the results of which are attached hereto as Applicant's Exhibit A. The maximum combined depletions to both aquifers caused by the pumping of 47.65 acre-feet per year will start at 1.9% of pumping in the first year and increase to 40.0% of pumping in the 100th year (equivalent to 19.1 acre-feet).

- e. Replacements for depletions are to be made to the Kiowa-Bijou Designated Ground Water Basin Alluvial Aquifer described in Designated Basins Rule 5.2.4.1. The applicant plans to aggregate replacement water to the alluvium of Comanche Creek, a tributary of Kiowa Creek.
- f. The source of replacement water is to be septic system return flows and deep percolation of lawn and garden irrigation water from the 105 lots within Area B.
 - i. The applicant estimates that each lot will contribute 90% of water used in-house and 15% of water used for lawn and garden irrigation. If each lot uses the total annual per-lot allocation (0.45 acre-feet for the 2½ acre and 0.55 acre-feet for the larger lots), these per lot contributions amount to 0.29 acre-feet and 0.31 acre-feet, respectively. According to the applicant's calculations, at full build out, replacements will total 30.77 acre-feet per year, which exceeds calculated depletions in any calendar year for the duration of the plan. These applicant's calculations are attached hereto as Applicant's Exhibit B.
 - ii. A totalizing flow meter will be installed on each well and kept in good working order.
 - iii. The subject property overlies the Kiowa-Bijou Designated Ground Water Basin Alluvial Aquifer as defined in Rule 5.2.4.1 of the Designated Basin Rules. Return flows will percolate directly to the underlying alluvial material at a rate to sufficiently offset calculated depletions.
 - iv. A homeowner's association will be established to administer the replacement plan.
 - v. The approved replacement plan will be recorded in the real property records of Adams County.
- h. Operation of the replacement plan involves constructing the septic systems in compliance with State and County health department standards and, as a result, shall not cause unreasonable impairment of water quality of the receiving aquifer.
8. Records in this office indicate that the applicant controls the water right to be used as a source of replacement water, Determination No. 601-BD.
9. In accordance with Rule 5.6.2 of the Designated Basin Rules, on August 2, 2006, a letter was sent to the North Kiowa-Bijou Ground Water Management District requesting written recommendations concerning this application. No written recommendations from the district were received in response to this request.
10. In accordance with Sections 37-90-107.5 and 37-90-112, CRS, the application was published in The Eastern Colorado News newspaper on August 11 and 18, 2006.
11. No objections to the application were received within the time limit set by statute.
12. The Commission Staff has evaluated the application pursuant to Section 37-90-107.5, CRS, and the requirements of Rule 5.3.6.2(C) and Rule 5.6 of the Designated Basin Rules.

13. a. According to Rule 5.6.2 of the Designated Basin Rules, the applicant has the burden of proving the adequacy of the plan in all respects.
 - b. The Commission Staff shall propose any additional terms and conditions or limitations, which are necessary to prevent material injury and to ensure that the plan is administrable and enforceable. Any such terms and conditions or limitations are incorporated into the following Order of the Commission.
14. Upon Commission approval of this replacement plan, well permits for wells to withdraw the authorized amount of water from the aquifer shall be available upon application, subject to the terms and conditions of the replacement plan and the conditions for well permit issuance in Determination of Water Right No. 601-BD, and subject to approval by the Commission.
15. Based on data and information supplied by the applicant, the subject replacement plan, if operated under the conditions of the following Order, will prevent material injury from occurring to the existing appropriators within the Kiowa-Bijou Designated Ground Water Basin, or any other designated basin as a result of withdrawing ground water from the Arapahoe aquifer allocation underlying Area B pursuant to Determination of Water Rights 601-BD.

ORDER

In accordance with Section 37-90-107.5, CRS, and the Designated Basin Rules, the Colorado Ground Water Commission orders that the application for replacement plan, to allow the withdrawal of ground water from the Arapahoe Aquifer underlying a 426.38 acre portion of 639.38 acres, generally described as the easterly portion of the applicant's property in Section 33, Township 2 South, Range 62 West of the 6th Principal Meridian, referred herein as Area B, in accordance with Determination of Water Right No. 601-BD, is approved subject to the following conditions:

16. Well permits for 105 individual on-lot wells within Area B shall be available upon application subject to approval by the Commission and the conditions for well permit issuance in the Commission's Findings and Order of December 15, 2004 and December 29, 2005, for Determination of Water Right No. 601-BD, and subject to the following terms and conditions of this replacement plan.
17. A totalizing flow meter or a Commission approved water flow measuring device shall be installed on each well. The well owners shall maintain the meters in good working order. Permanent records of annual withdrawal of ground water shall be maintained by each well owner and provided to the Commission or the North Kiowa-Bijou Ground Water Management District upon request.
18. The allowed annual amount of ground water to be withdrawn from the aquifer by each permitted well shall not exceed 0.45 acre-feet for 101 of the 105 on-lot wells occurring within Area B. These wells will supply water to 2½ acre parcels. For the four remaining wells within Area B, the allowed annual amount of ground water to be withdrawn from the aquifer by each permitted well shall not exceed 0.55 acre-feet. The total combined withdrawals by 105 wells may not exceed 47.65 acre-feet annually.

19. The allowed use of ground water for each well under this plan is indoor needs for one single-family dwelling, irrigation of lawn and gardens and replacement supply. Place of use for each well shall be limited to the lot on which the well is located. For the 2½ acre lots, outside irrigation is limited to 2,300 square feet of lawn and gardens. For the larger lots, irrigation is limited to 3,900 square feet of lawn and garden.
20. Return flows from in-house use of ground water within the 105 lots shall occur through both individual on lot non-evaporative septic systems and deep percolation of water used for lawn and garden irrigation, all located within Area B. To prevent unreasonable impairment of water quality, the septic systems shall be constructed to state and county health department standards.
21. To insure that sufficient replacements reach the Kiowa-Bijou Designated Ground Water Basin Alluvial Aquifer described in Designated Basins Rules 5.2.4.1, the replacement water return flows must occur over saturated alluvium or a continuous shallow water table on top of bedrock in hydraulic connection with the alluvial aquifer of Comanche Creek or its tributaries. The applicant must provide adequate proof of such underlying conditions upon Commission request.
22. Pumping under this plan is limited to a period of 100 years. The year of first use of this replacement plan shall be the calendar year of construction of a well permitted pursuant to this plan or permitting of an existing well pursuant to the plan.
23. A table showing net depletions to the affected alluvial aquifer in acre-feet per year is attached hereto as State's Exhibit B, based on an assumption of a continuous annual withdrawal from the aquifer of 47.65 acre-feet by all 105 wells. Should all 105 wells begin pumping simultaneously, replacement of depletions would have to be provided in the acre-feet amounts shown in State's Exhibit B.
24. The replacement plan shall provide for the required annual amount of replacement water for the first 100 years. All individual wells may not begin pumping concurrently. So long as each individual well continues to pump and supply an occupied dwelling, that well's required replacement obligation, equal to 1/105 of the acre-feet per year amounts shown on State's Exhibit B, will be replaced by its own return flows. Each well may operate as an independent point of diversion and source of replacement water. Each well's replacement water requirements must be provided even if pumping for residential use ceases within the first 100 years of first use of this replacement plan. Should any well cease pumping for in-house use within the first 100 years, that well must either maintain pumping for its replacement purposes, or an amended or alternate replacement plan must be applied for that will make the required replacement deliveries.
25. The applicant must maintain permanent records, updated annually, containing the following items:
 - a. A listing of all well permits issued and wells constructed pursuant to this plan.
 - b. The annual and cumulative amounts of water diverted by each individual well, and by all wells in total.
 - c. Whether each individual well is serving an occupied dwelling.
 - d. Whether each individual well is serving irrigated landscaping, and amount of land being irrigated.
 - e. The return flows occurring from use of each well, assuming the following rates: 90% for in-house use and 15% for irrigation use.

A.2

Applicant: Holly Investment Company
Arapahoe Aquifer
Replacement Plan - Determination No. 601-BD

Page 6

26. The applicant shall form a property owners association to assure operation of the replacement plan. Each lot owner in the above-described future subdivision shall be a member of the association. This association shall be responsible for the operation of the plan, and shall prepare all notices and reports required by the plan and provide these to the Commission with any other information related to the operation of the replacement plan that may be requested by the Commission.
27. The property owners association shall assure that replacement water is provided to the alluvium as required by this plan. The amount of replacement water shall be calculated and reported on the applicant's submitted reporting form for the Grasslands at Comanche. The replacement water must equal or exceed the depletions to the alluvium on a yearly basis, and the replacement must prevent any material injury to the water rights of other appropriators. No credit shall be claimed by the applicant for an oversupply of replacement water provided to the alluvium during previous years.
28. The property owners association shall record and maintain permanent records of all totalizing flow meter readings and data concerning all other operations associated with the replacement plan which are necessary to document compliance with this plan and to submit this information to the Commission and the North Kiowa-Bijou Ground Water Management District on an annual basis for the calendar year just concluded by **February 15th** of the following year.
29. To insure appropriate control of the subject water right and source of replacement water by the lot owners in the future subdivision, and allow for each lot owner to obtain a well permit, the applicant should transfer a sufficient share of the water right and annual allocation amount to each lot owner, or to the property owners association if the association plans to apply for the permits under this plan. Such transfers shall be by recorded deed, in accordance with the conditions of paragraph 24 of the Commission's Order for Determination No. 601-BD.
30. Any covenants adopted for the future subdivision should contain a description of the replacement plan and how the plan is to be administered, including the required limitations on water use for each lot.
31. A copy of this Findings and Order shall be recorded by the applicant in the real property records of Adams County, so that a title examination of the above described 639.38 acre property, or any part thereof, shall reveal to all future purchasers the existence of this replacement plan. The terms and conditions of this replacement plan shall be considered to be a covenant on and running with the subject property.
32. In the event the permitted wells are not operated in accordance with the conditions of this replacement plan, they shall be subject to administration, including orders to cease diverting ground water.
33. The Commission retains jurisdiction to modify or revoke approval of this replacement plan, if monitoring or operating experience reveals that the plan results in any material injury to water rights of other appropriators or in unreasonable impairment to water quality.

STATE OF ~~RECEIVED~~ COLORADO

OFFICE OF THE STATE ENGINEER
Division of Water Resources
Department of Natural Resources

1313 Sherman Street, Room 818
Denver, Colorado 80203
Phone (303) 866-3581
FAX (303) 866-3589

<http://www.water.state.co.us>

Holly Investment Company
D/B/A Comanche Livestock Company
PO Box 557
Strasburg, CO 80136

JAN 29 2007

WATER RESOURCES
STATE ENGINEER
COLO.



January 10, 2007

Bill Ritter, Jr.
Governor

Harris D. Sherman
Executive Director

Hal D. Simpson, P.E.
State Engineer

RE: Replacement Plan - Determination No. 601-BD

Dear Mr. Losh:

Enclosed is a copy of the Colorado Ground Water Commission's Findings and Order for a replacement plan to allow withdrawals from the Arapahoe aquifer in accordance with the conditions of Determination of Water Right No. 601-BD. This Findings and Order are the Commission's approval of your application for a replacement plan. This Order contains important information about your water right and should be reviewed and retained for your records.

Paragraphs 16 through 33 in the above Order represent the terms and conditions of the replacement plan.

As required in paragraph 31 of the Order, a copy of this document must be recorded by the applicant in the public records of the county – in which the claimed overlying land is located – so that a title examination of the overlying land described in the Order, or any part thereof, shall reveal this plan. A copy of this Findings and Order is enclosed for this purpose.

The allowed annual amount of withdrawal and uses for each well permitted under the plan are described in paragraphs 18 and 19 of the Order. Paragraph 26 requires that the applicant form a property owners association to assure operation of the plan. As mentioned in paragraph 27, to facilitate control of the subject water right by the lot owners in the future subdivision, and allow for each lot owner to obtain a well permit, the staff recommends that the applicant transfer an equally apportioned share of the water right and annual allocation amount to each lot owner.

The replacement plan must be fully operational and all required measuring devices must be in place and functioning prior to pumping of any wells permitted in accordance with the terms and conditions of the plan. If you have any questions, please call this office.

Sincerely,

Jay Bloomfield
Designated Basins Branch

enclosures: a/s

cc: North Kiowa Bijou GWMD
Judith Hamilton

A.2

From: [PlatReview](#)
To: [Layla Bajelan](#)
Cc: [Benson, William](#)
Subject: RE: Request for Comments- PLT2021-00028; Grasslands at Comanche, Filing No. 6
Date: Friday, October 1, 2021 12:53:48 PM

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

Requester,

Our engineer has reviewed this plat and their comments are: "I have no objections to this plat."
If you require signatures, you can contact the engineer CC'd on this email and if you have any further questions, please don't hesitate to reach out.

Thank you!

From: Layla Bajelan <LBajelan@adcogov.org>
Sent: Tuesday, September 21, 2021 5:18 PM
To: PlatReview <PlatReview@lumen.com>
Subject: RE: Request for Comments- PLT2021-00028; Grasslands at Comanche, Filing No. 6

Good afternoon,

The planner who updates the website has not had the chance to upload them to the website yet. He will do so tomorrow morning. The files are too large to email or I would just send them over.

Thanks,

[Layla Bajelan](#)

Long Range Planner II, *Community and Economic Development*
ADAMS COUNTY, COLORADO
4430 S. Adams County Parkway, 1st Floor, Suite W2000A
Brighton, CO 80601
720.523.6863 | LBajelan@adcogov.org | www.adcogov.org

** New Schedule: Tuesday-Friday 7 a.m. to 5:30 p.m.**

County operating hours: Tuesday through Friday, 7 a.m. to 5:30 p.m.

From: PlatReview <PlatReview@lumen.com>
Sent: Tuesday, September 21, 2021 9:55 AM
To: Layla Bajelan <LBajelan@adcogov.org>
Subject: FW: Request for Comments- PLT2021-00028; Grasslands at Comanche, Filing No. 6

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

Layla,

A.2

From: [Monica Johnson](#)
To: [Layla Bajelan](#)
Subject: Re: Request for Comments- PLT2021-00027; Grasslands at Comanche, Filing No.5
Date: Monday, September 20, 2021 11:41:49 AM
Attachments: [Outlook-pth0004r.png](#)

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

Layla,

Thanks for sending this. I didn't see (probably just missed it), but if there is impact on the District, we request cash in Lieu of land. We will consistently take that position on all residential development.

Let me know if I need to submit this in a different format.

Monica

Monica Johnson
Superintendent
Strasburg 31J
303-622-9211



From: Layla Bajelan <LBajelan@adcogov.org>
Sent: Friday, September 17, 2021 3:41 PM
To: Layla Bajelan <LBajelan@adcogov.org>
Subject: Request for Comments- PLT2021-00027; Grasslands at Comanche, Filing No.5

Request for Comments

September 17th, 2021

Case Name: Grasslands At Comanche - Filing No. 5
Case Number: PLT2021-00027

The Adams County Planning Commission is requesting comments on the following application: Major Subdivision Preliminary Plat to create 19 residential lots within the Grasslands at Comanche Planned Unit Development. The Assessor's Parcel Number is 0173133300010.

A.2

From: [Patrick Conroy](#)
To: [Layla Bajelan](#)
Subject: Re: Request for Comments- PLT2021-00028; Grasslands at Comanche, Filing No. 6
Date: Wednesday, September 22, 2021 4:32:19 PM

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

No comments from Strasburg Fire.

Patrick Conroy, CFEI
ICC Certified Building Official
ICC Certified Fire Marshal
Colorado Fire Plans Examiner
Division Chief - Fire Prevention and Life Safety
Strasburg Fire Protection District
Station: 303-622-4444
Cell: 720-775-8515

On Fri, Sep 17, 2021 at 3:46 PM Layla Bajelan <LBajelan@adcogov.org> wrote:

Request for Comments

September 17th, 2021

Case Name: Grasslands At Comanche - Filing No. 6

Case Number: PLT2021-00028

The Adams County Planning Commission is requesting comments on the following application: Major Subdivision Preliminary Plat to create 15 residential lots within the Grasslands at Comanche Planned Unit Development. The Assessor's Parcel Number is 0173133400009.

Applicant Information: Dave Rebol

Grasslands at Comanche LLC.

412 West Platte St.

Fort Morgan, Colorado 80701



STRASBURG PARKS & RECREATION DISTRICT

1932 BURTON STREET • STRASBURG, CO 80136
303.622.4260 phone • www.StrasburgParks.org

Tuesday, September 22, 2021

Layla Bajelan
Long Range Planner II, Community and Economic Development
4430 S. Adams County Parkway, 1st Floor, Suite W2000A
Brighton, CO 80601

Case Name: Grasslands at Comanche - Filing No. 5
Case Number: PLT2021-00027

Ms. Bajelan:

These comments are submitted on behalf of the Board of Directors and Staff of the Strasburg Metropolitan Parks and Recreation District (the "District"), in response to a referral of request for comments on the above-described development.

1. The proposed development and its resultant population increase will in turn increase the need for parks and recreation services provided by the District, therefore we ask that the Developer be held to the maximum appraised cash-in-lieu dedication requirements allowed under current County development regulations.
2. The District urges the County not to consider any land dedication contributions. The District currently holds sufficient real property to carry out its functions. Dedication of additional land, which cannot be developed or adequately maintained, provides zero benefit to local citizens and does not offset any of the impacts created by this new phase of development.
3. In addition, this phase of development should be considered on its own merits in determining the cash-in-lieu contribution required. We ask that no credits be given to the Developer from previous dedications or earlier phases of this overall development, especially if the dedications involved areas granted to homeowner associations or other organizations, and thus are not available for general public use.

If you have any questions or need additional information, please contact the Strasburg Metropolitan Parks & Recreation District office. Thank you.

Respectfully submitted,

Angela Graf
District Manager, Strasburg Metro Parks & Rec District
303-622-4260
angie@strasburgparks.org



October 11, 2021

Layla Bajelan
Adams County Community and Economic Development
4430 South Adams County Parkway, Suite W2000A
Brighton, CO 80601

RE: Grasslands at Comanche, Filing No. 6, PLT2021-00028
TCHD Case No. 7247

Dear Ms. Bajelan,

Thank you for the opportunity to review and comment on the Major Subdivision Preliminary Plat to create 15 residential lots within the Grasslands at Comanche Planned Unit Development. 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 property being served by an OWTS provided that the system is permitted, inspected and operated in accordance with TCHD's current OWTS Regulation.

At the time of our review of the original subdivision, it was TCHD's expectation that the Grasslands at Comanche would actively monitor the water quality of the alluvial aquifer underlying Section 33, Township 2 South, Range 62 West, to assess the possible impacts to groundwater from the use of OWTS as outlined in the attached *ISDIS Groundwater Program at Grasslands at Comanche PUD (March 27, 2006) Groundwater Monitoring Program Sampling Analysis Plan* (Groundwater Monitoring Plan). This monitoring program was never implemented. Due to water quality concerns TCHD would like to explore options with the Applicant to monitor groundwater for possible impacts of OWTS from this subdivision. Moreover, the Groundwater Monitoring Program Plan, included an ISDS Management Program specified in the covenants of the Grasslands at Comanche. TCHD requests that the applicant provide a copy of the covenants to TCHD in order to review the Management Program. Upon receipt of the covenants, TCHD will review the language pertaining to the management plan and discuss an implementation plan with the applicant.

A.2

Grasslands at Comanche

October 11, 2021

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Please contact Michael Weakley, Water Program Supervisor, at 720-200-1593 or by email at mweakley@tchd.org to discuss further.

Active Oil and Gas Facilities

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. It appears that future oil and gas wells are located within the subject property. COGCC regulations require that oil and gas sites be located at least 2000 feet from residential development. TCHD recommends the applicant adhere to the 2000-foot residential setback. More information is available here <https://cogcc.state.co.us/reg.html#/overview> .

Abandoned Oil and Gas Facilities

Inadvertent spills at oil and gas operation sites are possible, resulting in soil and groundwater contamination. Additionally, abandoned oil and gas wells and flowlines have the potential to leak oil and gas, contaminate soils and groundwater, and can pose an explosion risk. To help ensure residents are not exposed to harmful contaminants, TCHD recommends the applicant conduct an Environmental Site Assessment to better determine the environmental condition of the property. Moreover, the applicant should identify the location of flowlines and ensure they have been properly abandoned.

Domestic Well

Drinking water contaminated with pathogens can cause a variety of illnesses in humans. It is important to protect source water from contamination, and to treat drinking water to eliminate pathogens before it is provided for human consumption. Individual well owners have primary responsibility for the safety of the water drawn from their own wells. Well owners with questions about wells or well water can call the Wellcare® Hotline operated by the Water Systems Council, a national organization focused on well systems not regulated under the Safe Drinking Water Act., at 888-395-1033 or online at www.wellcarehotline.org. Well owners may also contact Jennifer Charles, Water Quality Specialist, at (720) 200-1583 with water quality questions.

The applicant may want to consider having the well water analyzed for a number of contaminants as a baseline of the water quality. A baseline water quality analysis is valuable for future reference in the case of possible contamination. Certain parameters such as coliform bacteria and nitrate, pH and Total Dissolved Solids (TDS) are recommended to be analyzed annually as these can indicate possible breaches in the well. The Colorado Department of Public Health and Environment (CDPHE), Laboratory Services Division can assist you with water analyses. The CDPHE offers individual water tests as well as testing packages to choose from depending on your needs. The CDPHE laboratory web site is located at: <https://www.colorado.gov/pacific/cdphe/water-testing>.

Mosquito Control - Stormwater Facilities

The site plan indicates that a retention pond is proposed. Retention ponds can become

A.2

Grasslands at Comanche

October 11, 2021

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sites for mosquito breeding. To reduce the potential for human exposures to West Nile and other mosquito-borne viruses, TCHD recommends that the applicant prepare a mosquito control plan. Elements of the plan should include proper design, construction and regular inspection and maintenance of stormwater quality facilities, and mosquito larvaciding if the insects become a problem. The applicant may submit the mosquito control plan to TCHD for review. More information is available here <http://www.tchd.org/276/Mosquitoes-West-Nile-Virus>. A guidance document is attached.

Please feel free to contact me at 720-200-1585 or aheinrich@tchd.org if you have any questions.

Sincerely,



Annemarie Heinrich Fortune, MPH/MURP
Land Use and Built Environment Specialist

cc: Sheila Lynch, Keith Homersham, Michael Weakley, TCHD

ISDS GROUNDWATER PROGRAM
at
GRASSLANDS AT COMANCHE PUD

March 27, 2006

**GROUNDWATER MONITORING PROGRAM
SAMPLING ANALYSIS PLAN
WELL INSTALLATION SPECIFICATIONS**

Prepared for:
Grasslands at Comanche
P.O. Box
Strasburg, CO

Prepared by:
Molen & Associates, LLC
2090 E. 104th Ave, #205
Thornton, CO 80233

GRASSLANDS AT COMANCHE PUD
GROUNDWATER MONITORING

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Alluvial Aquifer Groundwater Monitoring Program

1. PURPOSE

To actively monitor the water quality of the alluvial aquifer underlying Section 33, Township 2 South, Range 62 West, to assess the possible impacts to groundwater from the use of Individual Sewage Disposal Systems (ISDS) in the Section.

Establish a groundwater monitoring program to ensure that the quality of the water in the alluvial aquifer, as such quality relates to possible contaminants from ISDS, is maintained at a level that is at or below the state drinking water standard for nitrates.

2. APPLICABILITY OF MONITORING PROGRAM

- A This monitoring program shall apply to all Residential Estate property within Sections 33 of Township 2 South, Range 62 West of the Grasslands at Comanche (GAC) Preliminary PUD, Case # PRJ 2005-00040 to be addressed by the Adams County Board of County Commissioners in the near future.
- B The program shall begin following Final Plat approval to collect baseline data and continue for a minimum of 2 years. After 2 years the plan may discontinue if no more than seventeen residences or 15% (excluding model homes) exist on the PUD and will resume after more than seventeen or 15% of residences exist on the PUD.
- C The program will have duration of a maximum of 10 years or until such time that the TCHD approves to discontinue the program or until such time that an alternative to an ISDS is available.

3. STANDARDS

- A The Colorado Primary Drinking Water Regulations establish drinking water standards. The current regulation sets the Maximum Contaminant Level (MCL) for total nitrate plus nitrite at 10 milligrams per Liter (mg/L) (as Nitrogen).
- B Nitrate concentrations in the alluvial groundwater has been recorded many times in the immediate vicinity of the PUD and are known to fluctuate considerably.

4. NUMBER OF WELLS, WELL LOCATIONS, AND WELL CONSTRUCTION

- A Based upon typical environmental monitoring for contaminants in groundwater, the size of property and number of residences planned, and the determination of the hydraulic gradient across the site, three groundwater-monitoring wells are suggested. The three wells will be placed, two upgradient and one downgradient at locations described below and as shown on the Final Plat.

- 1) Well #1: Upgradient. Approximately 2700 feet north of the SW corner of the section at the intersection of Piggott Mile Rd (county road 38N) and East 72nd Avenue.
 - 2) Well #2: Upgradient. Approximately 3000 feet east of the SW corner of the section located near the intersection of and East 72nd Avenue and Ulmer St. An easement will be provided on Lot 4, Filing 1 for the monitoring well.
 - 3) Well #3: Downgradient. An existing well owned by the City of Westminster and known as MW6 located approximately 300 feet north of the intersection of Strasburg Mile Road and county road 80. Written permission from the City of Westminster authorizing the use of this well for monitoring purposes will be obtained prior to Final Plat approval for GAC. In the event that GAC is unable to obtain permission from the City of Westminster, GAC will drill their own well on the GAC property at a location to be approved by Adams County and TCHD.
- B Prior to well construction a plan for construction of the monitoring wells will be provided to TCHD, for review and approval. Well construction will occur prior to land development; i.e., grading. Monitoring will begin as soon as reasonably possible after the wells have been constructed.
- C In the event that the monitoring program identifies nitrates in the alluvial aquifer at or above the 10 mg/l standard, it may be necessary to construct additional or utilize existing monitoring wells to determine if the source of nitrate contamination is from an upgradient offsite location, or if the contamination is moving downgradient offsite. The proposal for a demonstration addressed in Section 8.B. will identify the methods for determining well installation locations and/or sampling. Specific language and lot easements will be provided in the Final Plat to allow for construction and monitoring of additional monitoring wells on individual lots.

5. MONITORING PARAMETERS

The following parameters will be analyzed in the laboratory: nitrate/nitrite, chloride and total coliform. The following parameters will be analyzed in the field: dissolved oxygen (DO), pH, total dissolved solids (TDS), and specific conductance. Any changes to the monitoring parameters will need written approval from TCHD.

6. QUALITY CONTROL AND QUALITY ASSURANCE OF MONITORING

A sampling and analysis plan (SAP) has been developed that will assure that the sampling methodology conforms to accepted industry standards. The SAP will be submitted for review and approval by TCHD. A certified lab shall be utilized for the laboratory analysis of the above parameters.

7. PROPOSED FREQUENCY OF MONITORING

Quarterly groundwater samples will be taken and sent for analysis. The quarterly sampling will cover the seasonality of the groundwater. Total coliform and chlorides will be analyzed annually. After the fifth consistent year, if the data does not show the presence of contaminants at consistently increasing concentrations, samples may be taken semiannually in alternating seasons.

8. CONTINGENCY PLAN

- A If the nitrate level of any well meets or exceeds 10 mg/L nitrate plus nitrite (as Nitrogen) for a period of 3 consecutive monitoring events, and verification resampling and statistical trend analysis confirms an increasing trend, remedial action shall be taken. To determine what remedial action will be implemented, a mediation committee will be formed.
- B Prior to establishing the remedial action mediation committee the developer may take action to demonstrate that the nitrate is not a result of the ISDS on the property. The proposal for the demonstration shall be submitted to Tri-County Health Department (TCHD) and Adams County for review and approval. If approved, this demonstration will be done within 12 months from the time the increasing concentrations are confirmed.
- C The remedial action mediation committee will be comprised of 3 professional actively working hydrologists. These hydrologists shall be selected as follows: one chosen by the developer, one chosen by Tri-County Health Department and one chosen by Adams County Board of County Commissioners.
- D The committee shall make a recommendation for remedial action for review and final approval by the Adams County Board of County Commissioners.
- E If statistically significant changes from background levels are noted for chloride, DO or total coliform, the frequency of monitoring for all parameters shall be increased to monthly. If, after a period of six months, no significant change in the level of nitrate is noted, the monitoring may be reduced back to quarterly.

9. REPORTING OF MONITORING RESULTS

Copies of the analytical results from each sampling event will be sent to the Tri-County Health Department's Public Health Engineer and the Adams County Planning Department within 30 days of receipt from the laboratory.

10. RECORDKEEPING

The Grasslands at Comanche and TCHD shall maintain a copy of the sampling and analysis plan and a complete record of all monitoring program data.

11. TERMINATION OF MONITORING

When, after 10 years following the installation and use of 75 percent of the ISDS systems located in the GAC properties, the prior 8 quarters of monitoring data for nitrate will be evaluated. If the data does not exhibit a statistically significant increase in nitrate concentration, all monitoring functions shall cease. However, if the data does exhibit a statistically significant increase in nitrate concentration, monitoring shall continue until the data exhibits no statistically significant increasing trend for 8 successive quarters.

12. ISDS MANAGEMENT PROGRAM

The Grasslands at Comanche will establish an ISDS management program that will include the residences within the development. This essential program is specified in the Covenants of the GAC and can prevent failures of systems that may result in surfacing sewage or backups into homes. It may also significantly extend the life of systems. All ISDS systems are required to be pumped a minimum of once every four years.

ISDS SAMPLING AND ANALYSIS PLAN

1. PURPOSE

The Grasslands at Comanche (GAC) is located approximately 6 miles north of Strasburg, Colorado at the intersection of Strasburg Mile Road and 72nd Avenue. Farming property surrounds the GAC with Wolf Creek approximately to ½ miles to the west and Comanche Creek approximately one-mile east.

Samples will be taken using standard ground water protocols with samples delivered to a commercial analytical laboratory capable of analyzing for the analytes. Samples will be delivered to the commercial analytical laboratory the same day of sampling using chain of custody procedures and custody seals.

2. APPLICABILITY OF SAMPLING PLAN

- A This sampling and analysis plan will apply to the Groundwater Monitoring Program for the residential estate property within Sections 33 of Township 2 South, Range 62 West of the Grasslands at Comanche (GAC) Preliminary PUD, Case # PRJ 2005-00040 to be addressed by the Adams County Board of County Commissioners in the near future.
- B Groundwater monitoring will be completed according to the Grasslands at Comanche Alluvial Aquifer Groundwater Monitoring Program.
- C Samples will be taken using standard ground water protocols with samples delivered to a commercial analytical laboratory capable of analyzing for the analytes. Samples will be delivered to the commercial analytical laboratory the same day of sampling using chain of custody procedures and custody seals.

3. SAMPLING METHODS

- A Depth to water will be measured prior to purging. The elevation and coordinates of the reference point from which water depths are measured will be established by topographic survey of the ground water monitoring wells.
- B The wells will be purged and sampled using disposable polyethylene bailers or dedicated polyethylene, PVC or Teflon bailers or commercially available purge pumps (i.e. GeoTech Squirt Pumps or similar). Disposable bailers will be used with new polypropylene rope. Dedicated bailers may be suspended on dedicated polypropylene rope. Alternatively, at the owner's option, dedicated pumps may be installed in the wells and used for purging and sampling. Low flow pumps may be used instead of bailers and traditional pumps for low flow sampling.
- C If bailers are used to purge and sample the wells, the wells will be purged of one to three wellbore storage volumes (the volume standing inside the casing at the start of purging) or to dryness, whichever occurs first.
- D Periodic field analysis of pH, temperature, and specific conductance will be taken and recorded prior to collecting the sample. Purging will continue until these

parameters have stabilized to within 0.2 pH units, 2 degrees C or F, and 10 percent of the specific conductance reading.

- E Samples will then be collected as soon as possible after purging, but no longer than 24 hours after purging.
- F Purge waters will be disposed of on the ground by the well from which the fluid was purged.
- G If dedicated pumps are used, the wells will be purged of three pump and tubing volumes at a flow rate of 100 milliliters per minute or less and sampled immediately after purging; the flow rate during sampling will also be 100 milliliters per minute or less.
- H Samples will be transferred directly from the bailers or pump discharge tubing into sample bottles provided by the laboratory.
- I Sample bottles and preservation will be as specified in the analytical methods employed. Sample bottles will be placed in a cooler or other shipping container and shipped to the laboratory as soon as possible after collection.

4. CHAIN OF CUSTODY

- A Chain-of-custody procedures will be used to track the sample from the time of collection to the laboratory.
- B A chain-of-custody form will be initiated at the time that the samples leave the site.
- C The sampling personnel will complete all applicable sections of the form.
- D The chain-of-custody forms will be protected from moisture by encasing them in plastic (e.g., Ziplock plastic bags) and placed inside the shipping containers or carried separately.
- E The chain-of-custody forms will accompany the containers during shipment to the laboratory.
- F The shipping containers will be sealed with custody seals.
- G Sampling personnel will be responsible for custody until the samples are delivered to the laboratory.

5. QUALITY ASSURANCE AND QUALITY CONTROL

- A Fieldwork will be performed by qualified and trained personnel including the developer-owner or outside sampling consultant. Persons performing the sampling will be trained by a professional qualified in ground water sampling.
- B A qualified laboratory will analyze samples. The laboratory will use appropriate chain of custody, analytical, and QA/QC procedures.
- C Equipment blanks and field duplicates will not be collected on a routine basis because disposable or dedicated sampling equipment will be used; however, they may be prepared and analyzed if questions arise relative to the quality of the analytical data.
- D The laboratory results will be validated using standard methods.

6. MONITORING PARAMETERS

The following parameters will be analyzed in the laboratory: nitrate/nitrite, chloride and total coliform. The following parameters will be analyzed in the field: dissolved oxygen (DO), pH, total dissolved solids (TDS), and specific conductance. Any changes to the monitoring parameters will need written approval from TCHD.

7. WELL MAINTENANCE

- A Monitoring wells will be periodically inspected. The inspection will include:
 - 1) Inspection of pipe bollards making sure that the pipe has not been moved or damaged by a vehicle, mower or other equipment,
 - 2) Inspection of well casing making sure that the plastic (PVC) piping has not been damaged, bent, cracked or broken,
 - 3) Inspection of the well casing plastic (PVC) to see that it is not damaged,
 - 4) Inspection of the dedicated bailer or pump to make certain that it is not damaged and is functioning properly,
 - 5) Inspection of the well cap lock making certain that it is functioning properly
- B The results of the inspection will be documented and any deficiencies will be remedied within 60 days of the inspection or at a later date as approved by TCHD.
- C If deficiencies, malfunctions or deterioration are observed at other times, such deficiencies will also be documented and remedied within 60 days of discovery or at a later date as approved by TCHD.

8. REPORTING

- A The monitoring results will be submitted to TCHD within 60 days of receipt of the laboratory results in the form of a brief letter-report and/or raw data.
- B Reports will be prepared periodically and no less than one per four sampling events.
- C The report will include a tabulation of the data (including water level data), statistical evaluations as appropriate, the results of the system inspection, and a description of any maintenance performed.
- D Analytical methods will be as specified in EPA SW-846 or other appropriate sources and the laboratory results will be validated using standard methods.

GROUNDWATER MONITORING WELLS INSTALLATION SPECIFICATIONS

1. GENERAL

- A Groundwater well permits will be obtained from the State Engineer's Office prior to the installation of new wells.
- B All geophysical data for each well will be logged and recorded.
- C Wells will be drilled using the standard methods provided by the driller.
- D The outer well bore diameter will be 6 inches.
- E The monitoring wells will have an inside diameter of approximately 2 inches. Surface casing of the wells will be larger.
- F Wells will be completed a minimum of 15 feet into the uppermost saturated zone of alluvial aquifer.
- G The alluvial aquifer is determined to be the first water encountered with continuity.
- H Locking covers will be used to complete each well above ground.
- I Pipe bollards will be installed around the aboveground portions of the well.
- J Well completion reports will be provided.

2. SURFACE CASING

- A Six-inch steel surface casing will be installed to a minimum depth of 4 feet below ground surface.
- B Neat cement will be used to grout the annular space of the surface casing.

3. CONSTRUCTION OF WELLS BELOW SURFACE CASING

- A All pipe joints shall be flush-joint threaded couplings.
- B The PVC pipe shall be installed in the center of the boring with semi-circular centralizers.
- C The annular space between the solid PVC pipe and the boring shall be sealed with a 30% high solids bentonite grout from the surface casing to a depth of five feet.
- D The wells will be screened across all penetrated saturated intervals.
- E The well screens will be factory slotted with "10-20" slots per inch screen.
- F The filter pack will be installed over the entire screened portion of the well and for an additional two feet above the saturated zone of the alluvial aquifer.
- G The filter pack shall consist of 10-20 Colorado Silica Sand.
- H The bentonite grout and filter pack shall be placed with a tremmie.

4. WELL DEVELOPMENT

- A The bentonite grout will be allowed to cure for a minimum of 24 hours prior to well development.
- B The wells will be properly developed to remove turbidity from the groundwater.



May 25, 2022

Layla Bajelan
Adams County Community and Economic Development
4430 South Adams County Parkway, Suite W2000A
Brighton, CO 80601

RE: Grasslands at Comanche, Filing No. 5, PRC2022-00005
Current TCHD Case No. 7702
Previous TCHD Case No. 7247

Dear Ms. Bajelan,

Thank you for the opportunity to review and comment on the Re-Submittal for Major Subdivision Preliminary Plat to create 15 residential lots within the Grasslands at Comanche Planned Unit Development. In our previous comment letter of October 11, 2021, TCHD provided comments on: On-Site Wastewater Treatment Systems (OWTS), Active Oil and Gas Facilities, Domestic Wells, Community Design, Community design to support walking and bicycling, and Safe Routes to School.

The applicant has responded satisfactorily to our comments; with the exception of the Groundwater Monitoring Plan. As noted in our prior comments:

Due to water quality concerns TCHD would like to explore options with the Applicant to monitor groundwater for possible impacts of OWTS from this subdivision.

Please contact Michael Weakley, Water Program Supervisor, at 720-200-1593 or by email at mweakley@tchd.org to discuss further.

Please feel free to contact me at 720-200-1568 or wbrown@tchd.org with any questions.

Sincerely,

A handwritten signature in black ink that reads "Warren S. Brown". The signature is fluid and cursive.

Warren S. Brown, P.E.
Senior Environmental Health Consultant

cc: Kathleen Boyer, Keith Homersham, Michael Weakley, 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 21, 2021

Adams County Community and Economic Development Department
4430 South Adams County Parkway, 3rd Floor, Suite W3000
Brighton, CO 80601

Attn: Layla Bajelan

Re: Grasslands at Comanche Filing No. 6, Case # PLT2021-00028

Public Service Company of Colorado's Right of Way & Permits Referral Desk has reviewed the plat for **Grasslands at Comanche F6** and has **no apparent conflict**. No resubmittals necessary.

Donna George
Right of Way and Permits
Public Service Company of Colorado dba Xcel Energy
Office: 303-571-3306 – Email: donna.l.george@xcelenergy.com

Community & Economic
Development Department
www.adcogov.org



4430 South Adams County Parkway
1st Floor, Suite W2000B
Brighton, CO 80601-8218
PHONE 720.523.6880
FAX 720.523.6967
EMAIL: epermitcenter@adcogov.org

Request for Comments

Case Name: Grasslands At Comanche - Filings No. 6
Case Number: PLT2021-00028

September 14, 2021

The Adams County Planning Commission is requesting comments on the following application: **Major Subdivision Preliminary Plat to create 15 residential lots within the Grasslands at Comanche Planned Unit Development.** The Assessor's Parcel Number is 0173133400009.

Applicant Information: Grasslands at Comanche LLC
DAVE REBOL
412 WEST PLATTE ST
FORT MORGAN, CO 80701

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 **10/11/2021** in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to LBajelan@adcogov.org.

Once comments have been received and the staff report written, the staff report and notice of public hearing dates 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.

Layla Bajelan, Long Range Planner II
Case Manager

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry
DISTRICT 1

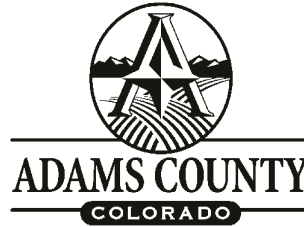
Charles "Chaz" Tedesco
DISTRICT 2

Emma Pinter
DISTRICT 3

Steve O'Dorisio
DISTRICT 4

Lynn Baca
DISTRICT 5

Community & Economic
Development Department
Layla Bajelan
www.adcogov.org
Planner III



4430 South Adams County Parkway
1st Floor, Suite W2000B
Brighton, CO 80601-8218
PHONE 720.523.6880
FAX 720.523.6967
EMAIL: epermitcenter@adcogov.org

Public Hearing Notification

Case Name:	Grasslands At Comanche - Filing No. 6
Case Number:	PRC2022-00005
Planning Commission Hearing Date:	11/10/2022 at 6:00 p.m.
Board of County Commissioners Hearing Date:	11/29/2022 at 9:30 a.m.

October 14, 2022

A public hearing has been set by the Adams County Planning Commission and the Board of County Commissioners to consider the following request: 1) Major Subdivision Preliminary Plat to create 15 residential lots within the Grasslands at Comanche Planned Unit Development. (PLT2021-00028) 2) Waiver from the Subdivision Design Standards to allow lots that have a lot to depth ratio greater than 3:1 (PLT2022-00019) and 3) Waiver from the Subdivision Design Standards to allow for double fronting lots (PLT2022-00020)

The Assessor's Parcel Number(s) 0173133100006, 0173133100007, 0173133300010, 0173133400009

Applicant Information: Grasslands at Comanche LLC

DAVE REBOL
412 WEST PLATTE ST
FORT MORGAN, CO 80701

The hearing will be held in the Adams County Hearing Room located at 4430 South Adams County Parkway, Brighton CO 80601-8216. This will be a public hearing and any interested parties may attend and be heard. The Applicant and Representative's presence at these hearings is requested. If you require any special accommodations (e.g., wheelchair accessibility, an interpreter for the hearing impaired, etc.) please contact the Adams County Community and Economic Development Department at (720) 523-6800 (or if this is a long distance call, please use the County's toll free telephone number at 1-800-824-7842) prior to the meeting date.

For further information regarding this case, please contact the Department of Community and Economic Development, 4430 S Adams County Parkway, Brighton, CO 80601, 720-523-6800. This is also the location where maps and/or text certified by the Planning Commission may be viewed.

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/current-land-use-cases.

Thank you for your review of this case.

Layla Bajelan, Senior Long Range Planner
Case Manager

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry
DISTRICT 1

Charles "Chaz" Tedesco
DISTRICT 2

Emma Pinter
DISTRICT 3

Steve O'Dorisio
DISTRICT 4

Lynn Baca
DISTRICT 5

PUBLICATION REQUEST

Case Name: Grasslands at Comanche - Filing No. 6, Preliminary Plat

Case Number: PRC2022-00005

Planning Commission Hearing Date: 11/10/2022 at 6 p.m.

Board of County Commissioners Hearing Date: 11/29/2022 at 9:30 a.m.

Case Manager: Layla Bajelan, Senior Long Range Planner, LBajelan@adcogov.org 720.523.6863

Requests: 1) Major Subdivision Preliminary Plat to create 15 residential lots within the Grasslands at Comanche Planned Unit Development. (PLT2021-00028) 2) Waiver from the Subdivision Design Standards to allow lots that have a lot to depth ratio greater than 3:1 (PLT2022-00019) and 3) Waiver from the Subdivision Design Standards to allow for double fronting lots (PLT2022-00020)

Parcel Number(s): 0173133400009, 0173133100006, 0173133100007, 0173133300010

Legal Description: THAT PART OF THE SOUTH ONE-HALF OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 62 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SECTION 33, THENCE S89°46'56"W ALONG THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 33, A DISTANCE OF 30.00 FEET; THENCE N00°05'51"E PARALLEL WITH THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 33, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N00°05'51"E A DISTANCE OF 290.89 FEET; THENCE N89°54'09"W A DISTANCE OF 40.00 FEET; THENCE N59°07'18"W A DISTANCE OF 688.83 FEET TO A POINT ON A CURVE TO THE RIGHT, THE DELTA OF SAID CURVE IS 58°54'14", THE RADIUS OF SAID CURVE IS 190.00 FEET; THE CHORD OF SAID CURVE BEARS S60°19'49"W, 186.84 FEET; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 195.33 FEET TO THE END OF SAID CURVE, THENCE S89°46'56"W A DISTANCE OF 135.00 FEET; THENCE N00°13'04"W A DISTANCE OF 358.92 FEET; THENCE S89°46'56"W A DISTANCE OF 309.00 FEET; THENCE S00°13'04"E A DISTANCE OF 358.92 FEET; THENCE S89°46'56"W A DISTANCE OF 135.00 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, THE DELTA OF SAID CURVE IS 42°50'02", THE RADIUS OF SAID CURVE IS 190.00 FEET; THE CHORD OF SAID CURVE BEARS N68°48'03"W, 138.76 FEET; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 142.04 FEET; THENCE S42°36'58"W A DISTANCE OF 621.90 FEET; THENCE N00°13'04"W A DISTANCE OF 252.81 FEET; THENCE S89°46'56"W A DISTANCE OF 278.01 FEET; THENCE N00°13'04"W A DISTANCE OF 450.73 FEET THENCE N89°46'56"E A DISTANCE OF 308.50 FEET; THENCE N00°13'04"W A DISTANCE OF 401.85; THENCE S89°46'56"W A DISTANCE OF 43.50 FEET; THENCE N00°13'04"W A DISTANCE OF 60.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THE DELTA OF SAID CURVE IS 20°04'21", THE RADIUS OF SAID CURVE IS 325.00 FEET; THE CHORD OF SAID CURVE BEARS S79°44'45"W, 113.28 FEET; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 113.86 FEET; THENCE N20°17'25"W A DISTANCE OF 542.51 FEET; THENCE S52°55'29"W A DISTANCE OF 463.95 FEET; THENCE S00°13'24"W A DISTANCE OF 1526.57 FEET TO A POINT ON A LINE 30.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 33; THENCE N89°46'56"E PARALLEL WITH SAID SOUTH LINE, A DISTANCE OF 2615.66 FEET TO THE POINT OF BEGINNING. CONTAINS 46.224 ACRES MORE OR LESS.

Applicant: Dave Rebol, Grasslands at Comanche, LLC. 412 W. Platte Avenue, Fort Morgan, CO 80701

Public Hearings Location: 4430 S. Adams County Pkwy., Brighton, CO 80601 Please visit <http://www.adcogov.org/boccc> for up to date information. The full text of the proposed request and additional colored maps can be obtained by accessing the Adams County Community and Economic Development Department website at www.adcogov.org/planning/currentcases.

A.2

From: [CPD ePermit Center](#)
To: [Layla Bajelan](#)
Subject: FW: Newspaper Publication Requests for PRC2022-00004 and PRC2022-00005
Date: Tuesday, October 18, 2022 2:19:52 PM

Here's the confirmation for the newspaper publications

Sarahi Mijares

Permit Technician, Community & Economic Development

ADAMS COUNTY, COLORADO

4430 S. Adams County Parkway, Suite W2000B

Brighton, CO 80601-8218

o: 720.523.6818 | f: 720-523-6967 smijaresrivas@adcogov.org

Our hours have recently changed to **Tuesday-Friday from 7am-5:30pm.**

We are available by phone: 720-523-6800

From: Advertising <advertising@i-70scout.com>
Sent: Tuesday, October 18, 2022 2:18 PM
To: CPD ePermit Center <epermitcenter@adcogov.org>
Subject: Re: Newspaper Publication Requests for PRC2022-00004 and PRC2022-00005

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

Hey there Sarahi,

I went ahead and worked up the couple of case notices and they will get in for this Friday's edition (Oct. 21).

Sure appreciate it.

Talk to you later,

Steven Vetter
Managing Editor
The I-70 Scout/Eastern Colorado News
P.O. Box 829
Strasburg, CO 80136
(303)622-9796
advertising@i-70scout.com

On Oct 17, 2022, at 9:07 AM, Advertising <advertising@i-70scout.com> wrote:

Morning Sarahi,

Is getting these two things in for the Oct. 21 edition OK or should we wait until Oct. 28?

A.2

Just thought I'd check to see a preference.

Thank you much.

Steven Vetter
Managing Editor
The I-70 Scout/Eastern Colorado News
P.O. Box 829
Strasburg, CO 80136
(303)622-9796
advertising@i-70scout.com

On Oct 14, 2022, at 12:59 PM, CPD ePermit Center
<epermitcenter@adcogov.org> wrote:

Hello,

Please see the **two** attached publication requests for the following case(s):

- **PRC2022-00004**
- **PRC2022-00005**

May I get these cases published **on or before the October 29th, 2022**, issue of the **I-70 Scout**. If there are any issues with deadlines please let me know.

Please bill account 25-350311

Thank you,

<image003.jpg>**Sarahi Mijares**

Permit Technician, Community & Economic Development

ADAMS COUNTY, COLORADO

4430 S. Adams County Parkway, Suite W2000B

Brighton, CO 80601-8218

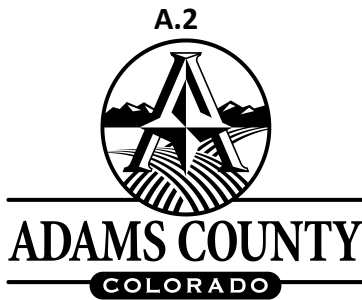
o: 720.523.6818 | f: 720-523-6967 smijaresrivas@adcogov.org

Our hours have recently changed to **Tuesday-Friday from 7am-5:30pm**.

We are available by phone: 720-523-6800

<6.2 Newspaper Publication Request-PRC2022-00004-Filing No. 5.docx>

<6.2 Newspaper Publication Request-PRC2022-00005-Filing No. 6.docx>



Referral Listing
Case Number PLT2021-00028
Grasslands At Comanche - Filings No. 6

Agency

Contact Information

Adams County Assessor

Margaret Grondalsky
4430 S Adams County Pkwy
C2100
Brighton CO 80601
720.523.6712
MGrondalski@adcogov.org

Adams County Attorney

Christine Fitch
4430 S Adams County Pkwy
Brighton CO 80601
720-523-6352
CFitch@adcogov.org

Adams County CEDD Addressing

Kevin Mills
4430 S Adams County Pkwy
Brighton CO 80601
720.523.6800
kmills@adcogov.org

Adams County CEDD Administrative

Gina Maldonado
4430 S Adams County Pkwy
Brighton CO 80601
720-523-6823
gmaldonado@adcogov.org

Adams County CEDD Building Safety

Justin Blair
4430 S Adams County Pkwy
Brighton CO 80601
720-523-6825
JBlair@adcogov.org

Adams County CEDD Engineer

Dev. Services Engineering
4430 S Adams County Pkwy
Brighton CO 80601
720-523-6800
Contact Person May Vary Depending on Case

Adams County CEDD Right-of-Way

David Dittmer
4430 S Adams County Pkwy.
Brighton CO 80601
720-523-6837
ddittmer@adcogov.org

Adams County Constiuent Services

Matt Gorenc
4430 S Adams County Pkwy
Brighton CO 80220
720.523.6997
mgorenc@adcogov.org

Adams County CSWB Code Compliance Officer	Kerry Gress 4430 S Adams County Pkwy Brighton CO 80601 720.523.6832 kgress@adcogov.org
Adams County CSWB Neighborhood Services Division	Gail Moon 4430 S Adams County Pkwy Brighton CO 80601 720-523-6856 gmoon@adcogov.org
Adams County POSCA Deputy Director	Marc Pedrucci 9755 Henderson Rd Brighton CO 80601 303-637-8014 mpedrucci@adcogov.org
Adams County POSCA Director	Byron Fanning 9755 Henderson Rd Brighton CO 80601 303-637-8000 bfanning@adcogov.org
Adams County POSCA Natural Resource Specialist	Aaron Clark 9755 Henderson Rd Brighton CO 80601 (303) 637-8005 aclark@adcogov.org
Adams County Public Works Construction Inspection	- - 4430 S Adams County Pkwy Brighton CO 80601 720-523-6965 Send to Case Engineer
Adams County Sheriff	Community Connections 4430 S Adams County Pkwy Brighton CO 80601 303-655-3283 CommunityConnections@adcogov.org
Adams County Sheriff	Rick Reigenborn 4430 S Adams County Pkwy Brighton CO 80601 (303) 654-1850 rreigenborn@adcogov.org
Adams County Treasurer	Lisa Culpepper 4430 S Adams County Pkwy Brighton CO 80601 720.523-6166 lculpepper@adcogov.org
Bennett Fire Protection District #7	Captain Caleb J Connor 355 4th St Bennett CO 80102 303-532-7733 CalebConnor@BennettFireRescue.org

Bennett Fire Protection District #7	Chief Earl Cumley 355 4th St Bennett CO 80102 303-644-3572 earlcumley@bennettfirerescue.org	
Bennett Parks & Recreation District	Leila Schaub 455 S 1st Street Bennett CO 80102-0379 303-644-5040 director@bennettrec.org	
BENNETT SCHOOL DISTRICT 29J	Robin Purdy 615 7TH ST. BENNETT CO 80102 303-644-3234 Ext: 8203 robinp@bsd29j.com	
Century Link	Joseph Osbourne 303.518.3360 RCUs only: joseph.osborne@centurylink.com	
Century Link	Network Real Estate Team 303.518.3360 VSPs ONLY: relocations@centurylink.com	
Century Link	NRE Easement 303.518.3360 PLTs ONLY: nre.easement@centurylink.com	
Century Link, Inc	Ken Miller 5325 Zuni St, Rm 728 Denver CO 80221 303.518.3360 RCUs ONLY: kenneth.r.miller@lumen.com	
Colorado Division of Water Resources	Joanna Williams Office of State Engineer 1313 Sherman St, Room 818 Denver CO 80203 303-866-3581 joanna.williams@state.co.us	
Colorado Division of Wildlife	Hannah Posey 6060 Broadway St. Denver CO 80216-1000 303-947-1798 hannah.posey@state.co.us	
Colorado Geological Survey	Jill Carlson 1500 Illinois Street Golden CO 80401 303-384-2643 CGS_LUR@mines.edu	303-384-2655
Colorado Geological Survey: CGS_LUR@mines.edu	Jill Carlson Mail CHECK to Jill Carlson 303-384-2643 CGS_LUR@mines.edu	303-384-2655

COMCAST	JOE LOWE 8490 N UMATILLA ST FEDERAL HEIGHTS CO 80260 303-603-5039
CORE Electric Cooperative	Brooks Kaufman PO Box Drawer A 5496 North US Hwy 85 Sedalia CO 80135 720.733.5493 BKaufman@core.coop
Intermountain Rural Electric Association (IREA)	Customer Contact 5496 N US Hwy 85 Sedalia CO 80135 303-688-3100 customercontact@irea.coop
Public Service Company of Colorado (PSCo) dba Xcel Energy	- - 1123 W 3rd Ave Denver CO 80223 303.571.3306 bdrco@xcelenergy.com
Public Service Company of Colorado (PSCo) dba Xcel Energy	Donna George 1123 W 3rd Ave DENVER CO 80223 303-571-3306 Donna.L.George@xcelenergy.com
Strasburg Fire Protection District #8	Liz Hines PO Box 911 Strasburg CO 80136 303-622-4814 lhines@svfd8.org
Strasburg Fire Protection District #8	Patrick Conroy PO Box 911 303.775.8515 pconroy@svfd.org
STRASBURG PARKS AND REC DIST.	Angie Graf P.O. BOX 118 STRASBURG CO 80136 (303) 622-4260 angie@strasburgparks.org
Strasburg School District 31J	Monica Johnson 56729 E Colorado Ave Strasburg CO 80136 303-622-9211 mjohnson@strasburg31j.com
United States Postal Service	Jason Eddleman 303-853-6025 Jason.G.Eddleman@usps.gov

A.2

CAMP B LAND COMPANY LLC
PO BOX 1016
GOLDEN CO 80402-1016

LAND DEVELOPERS INC
1035 37TH AVENUE CT
GREELEY CO 80634-2513

CITY OF WESTMINSTER
4800 W 92ND AVE
WESTMINSTER CO 80030-6399

LAZY REVERSE S LLC
3600 HEADLIGHT RD
STRASBURG CO 80136-8110

FIELDS FRANK R AND
FIELDS MICHELLE L
1635 LONGBRANCH ST
STRASBURG CO 80136-7733

LIBERTY PROPANE OPERATIONS LLC
PO BOX 206
WHIPPANY NJ 07981-0206

FUNK RONALD D LIVING TRUST A REVOCABLE
TRUST
PO BOX 501
STRASBURG CO 80136-0501

LOSH LOREN AND
LOSH SUSAN
PO BOX 557
STRASBURG CO 80136-0557

GRASSLANDS AT COMANCHE LLC
412 W PLATTE AVE
FORT MORGAN CO 80701-2650

MACHADO EFRAIN
3125 S OLATHE WAY
AURORA CO 80013-2023

GRASSLANDS AT COMMANCHE LLC
412 W PLATTE AVE
FORT MORGAN CO 80701-2650

SCHOOL DIST NO.31
PO BOX 207
STRASBURG CO 80136-0207

GREEN THOMAS B AND
GREEN BEATRICE L
PO BOX 335
BYERS CO 80103-0335

SPENCE JAMES L AND
SPENCE ANNETTE M
PO BOX 739
STRASBURG CO 80136-0739

HOLLY INVESTMENT CO
PO BOX 557
STRASBURG CO 80136-0557

STRASBURG FIRE PROTECTION DISTRICT NO 8
PO BOX 241
STRASBURG CO 80136

HUFFMAN LINDA JEAN AND
HUFFMAN GEORGE LOWELL
8065 STRASBURG ROAD
STRASBURG CO 80136

STRASBURG SCHOOL DISTRICT NO 31-J
56729 E COLORADO AVE/PO BOX 207
STRASBURG CO 80136

JOHNSON GAYLON V AND
JOHNSON COZZIE
18063 E OHIO AVE APT 203
AURORA CO 80017-3386

THE MAX FISHER TRUST
1031 DEAD RUN DR
MCLEAN VA 22101-2123

A.2

VDALS FARM AND RANCH LLC
439 ZANTE WAY
LOCHBUIE CO 80603

KRUSE KEITH D AND
KRUSE MARY COLLEEN
OR CURRENT RESIDENT
7591 WOODCHEST ST
STRASBURG CO 80136-8183

VEST RANCH LLC
5238 WA COUNTY ROAD DD
FLAGLER CO 80815-9706

MUNOZ RAUL JR AND
MUNOZ-ZAPATA MIRIAM YANETH
OR CURRENT RESIDENT
7660 WOODCHEST ST
STRASBURG CO 80136-8182

BARBER TRENT AND
BARBER ANGELA
OR CURRENT RESIDENT
7610 WOODCHEST ST
STRASBURG CO 80136-8182

RS DEVELOPMENT INC
OR CURRENT RESIDENT
7370 WOODCHEST ST
STRASBURG CO 80136-8185

BARKHAUSEN HARRY M JR AND
BARKHAUSEN SANDRA LEE
OR CURRENT RESIDENT
6849 STRASBURG RD
STRASBURG CO 80136-8502

SCHMIDT JANE M AND
SCHMIDT JAMES M
OR CURRENT RESIDENT
7621 WOODCHEST ST
STRASBURG CO 80136-8182

BROWN BRIAN K AND
COPPEDGE STEFANIE A
OR CURRENT RESIDENT
7640 WOODCHEST ST
STRASBURG CO 80136

SCHOONVELD KIM AND
SCHOONVELD JASON
OR CURRENT RESIDENT
57801 E 64TH AVE
STRASBURG CO 80136-8406

COX ANDREW D AND
CATHCART TRACY L
OR CURRENT RESIDENT
6945 STRASBURG RD
STRASBURG CO 80136-8502

THOMPSON CAROL ANN
OR CURRENT RESIDENT
7651 WOODCHEST ST
STRASBURG CO 80136-8182

DICKENS NICKOLAS AND
SCHULZ-DICKENS VICTORIA L
OR CURRENT RESIDENT
7590 WOODCHEST ST
STRASBURG CO 80136-8183

WALLIS MARK
WALLIS STEPHANIE
OR CURRENT RESIDENT
7531 WOODCHEST ST
STRASBURG CO 80136-8183

ENGLEHART RONALD
ENGLEHART CATHERINE
OR CURRENT RESIDENT
6755 STRASBURG RD
STRASBURG CO 80136-8502

WHITBECK MICHAEL AND
MARIN ROSA MARIA HERNANDEZ
OR CURRENT RESIDENT
7471 WOODCHEST ST
STRASBURG CO 80136-8184

GUTIERREZ JESUS BALDERAS
OR CURRENT RESIDENT
7330 WOODCHEST ST
STRASBURG CO 80136-8185

CURRENT RESIDENT
56520 74TH AVE
STRASBURG CO 80136-8157

JANISCH LISA MARIE AND
JANISCH LAVERNE JOSEPH
OR CURRENT RESIDENT
6651 STRASBURG RD
STRASBURG CO 80136-8502

CURRENT RESIDENT
56315 74TH AVE
STRASBURG CO 80136-8159

A.2

CURRENT RESIDENT
7337 VAN SICKLE ST
STRASBURG CO 80136-8178

CURRENT RESIDENT
55355 E 80TH AVE
STRASBURG CO 80136-8503

CURRENT RESIDENT
7377 VAN SICKLE ST
STRASBURG CO 80136-8178

CURRENT RESIDENT
56177 E 80TH AVE
STRASBURG CO 80136-8503

CURRENT RESIDENT
7530 WOODCHEST ST
STRASBURG CO 80136-8183

CURRENT RESIDENT
8065 STRASBURG RD
STRASBURG CO 80136-8508

CURRENT RESIDENT
7420 WOODCHEST ST
STRASBURG CO 80136-8184

CURRENT RESIDENT
8255 STRASBURG RD
STRASBURG CO 80136-8512

CURRENT RESIDENT
7440 WOODCHEST ST
STRASBURG CO 80136-8184

CURRENT RESIDENT
7460 WOODCHEST ST
STRASBURG CO 80136-8184

CURRENT RESIDENT
7350 WOODCHEST ST
STRASBURG CO 80136-8185

CURRENT RESIDENT
7390 WOODCHEST ST
STRASBURG CO 80136-8185

CURRENT RESIDENT
56800 E 76TH AVE
STRASBURG CO 80136-8186

CURRENT RESIDENT
8551 HEADLIGHT RD
STRASBURG CO 80136-8400

CERTIFICATE OF POSTING



I, Layla Bajelan, do hereby certify that I had the property posted at

Parcel No. 0173133400009

on October 31, 2022

In accordance with the requirements of the Adams County Zoning Regulations

Layla Bajelan

Layla Bajelan

Grasslands at Comanche, Filing 5 & 6

PRC2022-00004 & PRC2022-00005

Board of County Commissioners

November 29, 2022

Community & Economic Development Department

Presented by: Layla Bajelan, Senior Long Range Planner



Requests

PRC2022-0004; Filing No. 5

1. Major Subdivision Preliminary Plat
 - 19 residential lots
 - 3 nonresidential tracts
2. Waiver from the Subdivision Design Standards
 - Lots that have a lot depth to width ratio greater than 3:1

PRC2022-0005; Filing No. 6

1. Major Subdivision Preliminary Plat
 - 15 residential lots
 - 2 nonresidential tracts
2. Waiver from the Subdivision Design Standards
 - Lots that have a lot depth to width ratio greater than 3:1
3. Waiver from the Subdivision Design Standards
 - Double fronting lots

Piggott Rd.

E. 80th Ave.

Strasburg Rd.

E:80thAve

Piggott Rd

33 P-U-D

1721

PUD

E:76thAve

E:74thAve

Strasburg Rd

Filing No. 6

Filing No. 5

E:72ndAve

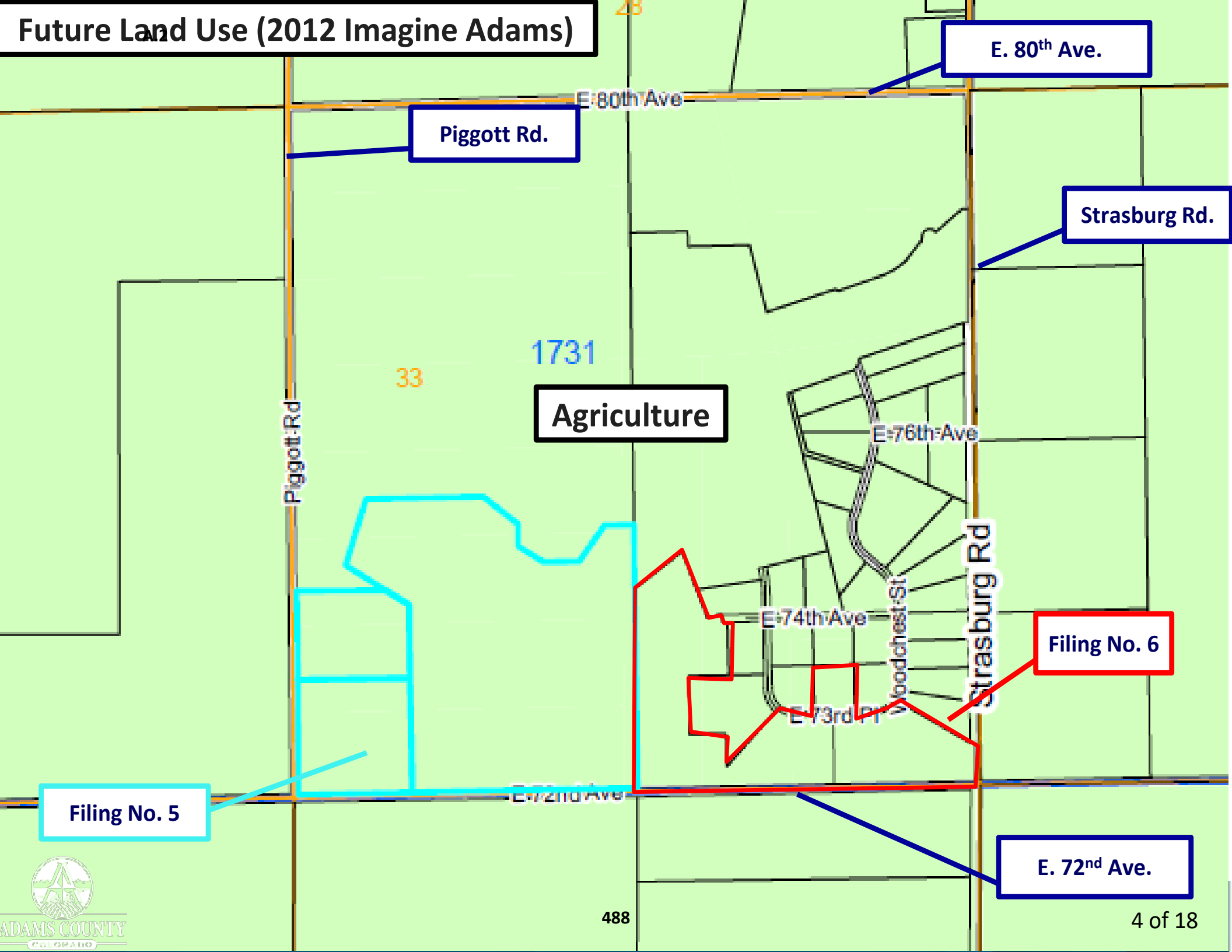
E. 72nd Ave.

E:73rd Pl

Woodchess St



Future Land Use (2012 Imagine Adams)



E. 80th Ave.

Piggott Rd.

Strasburg Rd.

Agriculture

33

1731

Filing No. 6

Filing No. 5

E. 72nd Ave.



^{A.2} Criteria for Major Subdivision Preliminary Plat

Section 2-02-20-03-05

1. Conforms with subdivision design standards
2. Adequate water supply
3. Adequate sewer service
4. Any soil or topographical conditions have been identified
5. Adequate drainage infrastructure
6. Public infrastructure
7. Consistent with Comprehensive Plan and applicable subarea plans
8. Consistent with development standards
9. Compatible with surrounding area

Criteria for Waiver from the Subdivision Design Standards

Section 2-02-20-03-05

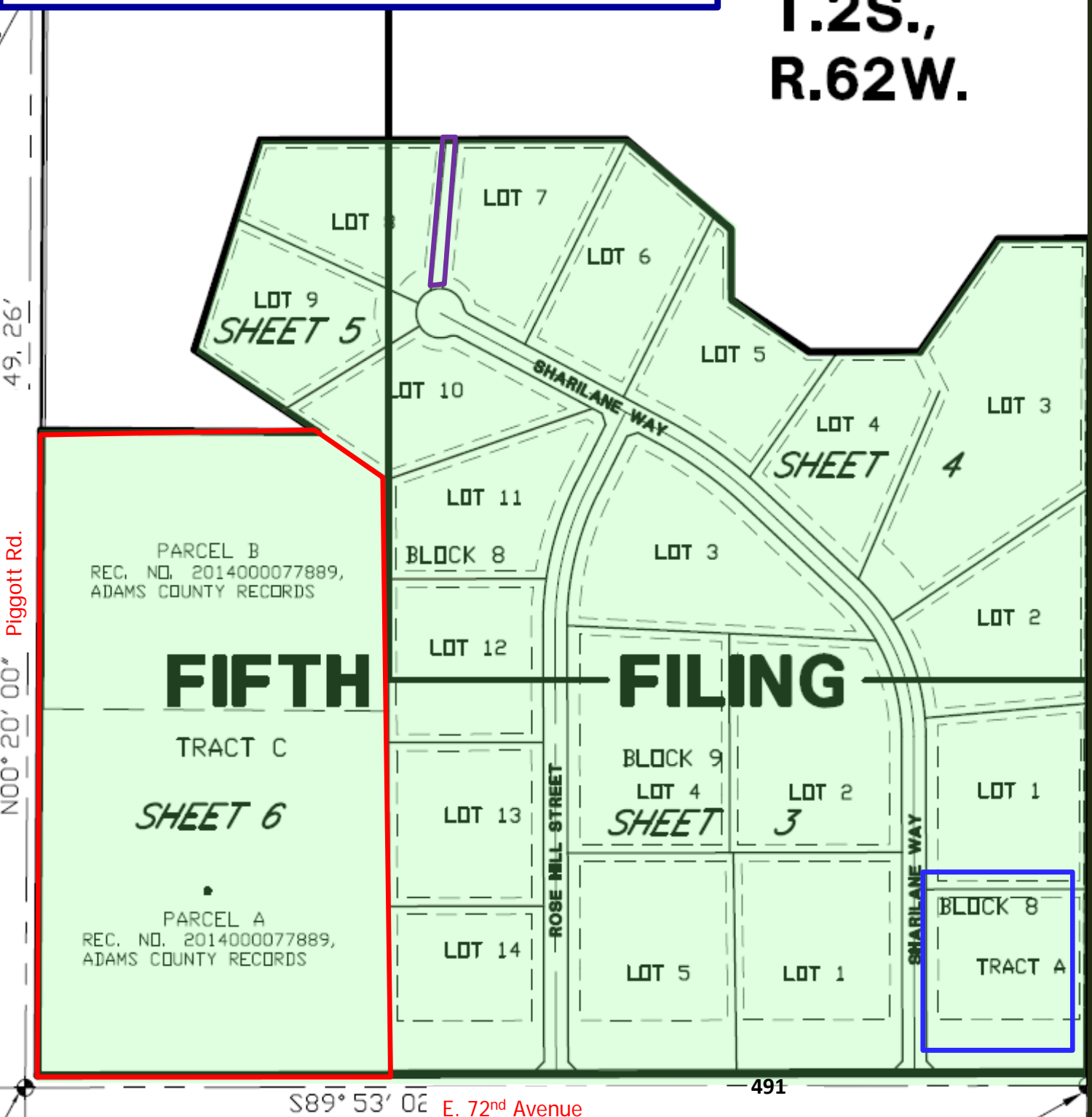
1. Extraordinary Hardships or Practical Difficulties result from strict compliance with these standards and regulations.
2. Purpose of these standards and regulations are served to a greater extent by the alternative proposal.
3. Does not have the effect of nullifying the purpose of these standards and regulations.

Proposed Preliminary Plat, Filing No. 5

**SEC. 35,
T.2S.,
R.62W.**

Filing No. 5

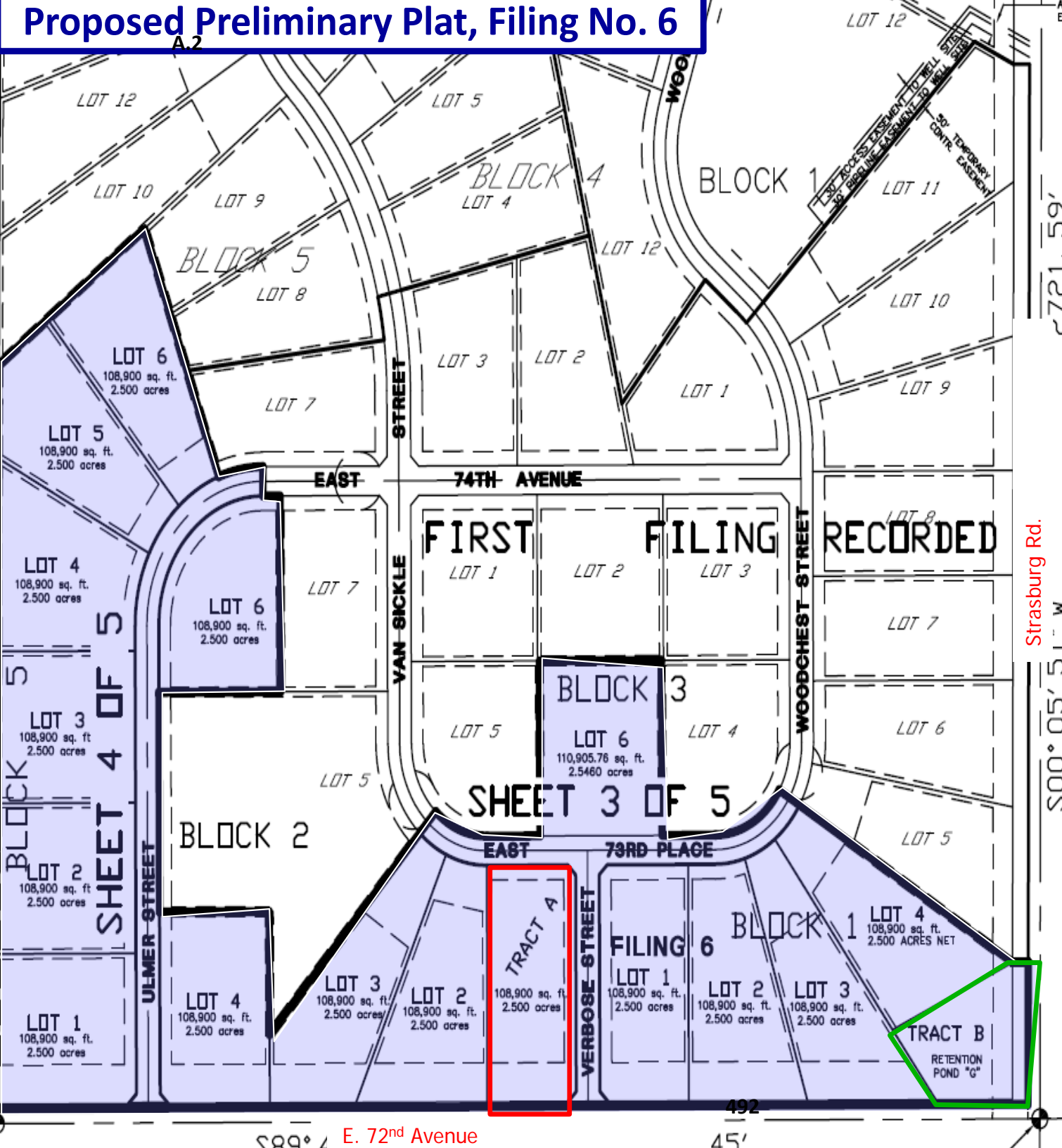
- 19 residential lots
- 3 nonresidential tracts
 - School site
 - Drainage and pond
 - Access to open space



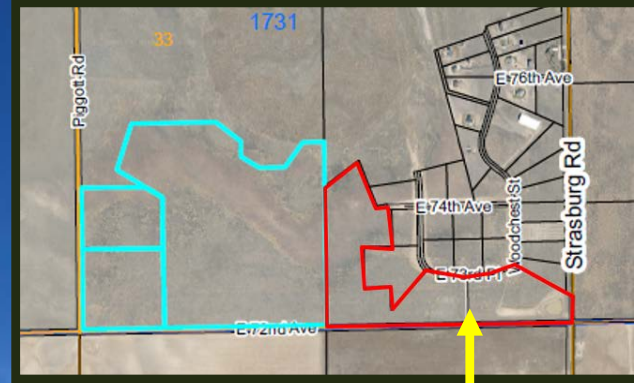
Proposed Preliminary Plat, Filing No. 6

Filing No. 6

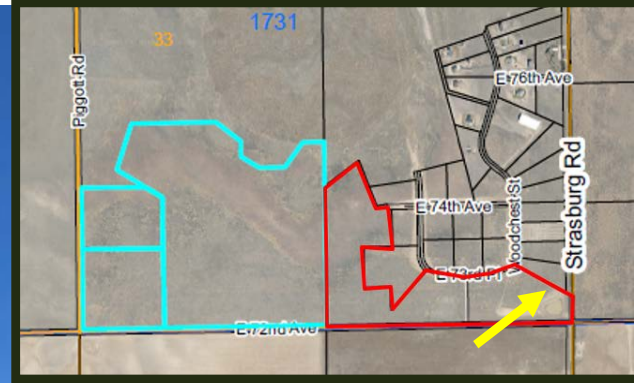
- 15 residential lots
- 2 nonresidential tracts
 - Drainage
 - Drainage Pond



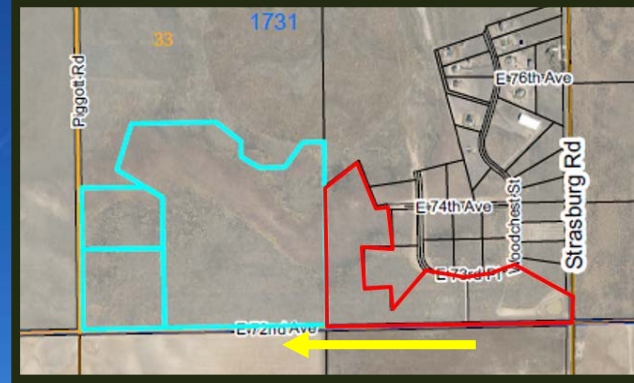
Site Conditions



Site Conditions



Site Conditions



^{A.2} Referral Comments, Filing No. 5 & 6

Case #	Notifications Sent*	#Comments Received
PRC2022-00004, Filing No. 5	55	0
PRC2022-00005; Filing No. 6	54	0

*Property owners and occupants within 1-mile

Public Comment: N/A

Responding with initial Concern: DWR, TCHD

Responding without Concern: Adams County Sheriff, Division of Wildlife, CGS, CORE Energy, Lumen, Strasburg 31J School District, Strasburg Fire, Strasburg Parks, Xcel Energy

^{A.2} PC Update/ Staff Recommendation

PRC2022-00004; Filing No. 5 & PRC2022-00005; Filing No. 6

PC Update (11/10/2022):

- PRC2022-00004; Filing No 5- Approval (5-0) with 9 Findings-of-Fact and 4 Notes to the Applicant
- PRC2022-00004; Filing No 5- Approval (5-0) with 9 Findings-of-Fact and 4 Notes to the Applicant

Staff Recommendation, PRC2022-00004; Filing No 5:

Staff recommends APPROVAL of the subject requests (PRC2022-00004) with 12 Findings-of-Fact and 4 Notes to the Applicant

Staff Recommendation, PRC2022-00005; Filing No 6:

Staff recommends APPROVAL of the subject requests (PRC2022-00005) with 15 Findings-of-Fact and 4 Notes to the Applicant



A.2 Recommended Findings-of-Fact

Preliminary Plat

1. The preliminary plat is consistent with the Adams County Comprehensive Plan and any available area plan.
2. The preliminary plat is consistent with the purposes of these standards and regulations.
3. The preliminary plat is in conformance with the subdivision design standards and any approved sketch plan.
4. The applicant has provided evidence that a sufficient water supply has been acquired in terms of quantity, quality, and dependability for the type of subdivision proposed, as determined in accordance with the standards set forth in the water supply standards.
5. The applicant has provided evidence that a public sewage disposal system has been established and, if other methods of sewage disposal are proposed, adequate evidence indicating that such system complies with state and local laws and regulations.
6. The applicant has provided evidence to show all areas of the proposed subdivision, which may involve soil or topographical conditions presenting hazards or requiring special precautions, have been identified by the applicant and the proposed uses of these areas are compatible with such conditions.

A.2 Recommended Findings-of-Fact

7. The applicant has provided evidence that adequate drainage improvements comply with these standards and regulations.
8. The overall density of development within the proposed subdivision conforms to the zone district density allowances.
9. The proposed subdivision is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County. The proposed subdivision has established an adequate level of compatibility by:
 - a. Incorporating natural physical features into the development design and providing sufficient open spaces considering the type and intensity of use;
 - b. Incorporating site planning techniques to foster the implementation of the County's plans, and encourage a land use pattern to support a balanced transportation system, including auto, bike, and pedestrian traffic, public or mass transit, and the cost-effective delivery of other services consistent with adopted plans, policies and regulations of the County;

Recommended Findings-of-Fact

- c. Incorporating physical design features in the subdivision to provide a transition between the project and adjacent land uses through the provision of an attractive entryway, edges along public streets, architectural design, and appropriate height and bulk restrictions on structures;
- d. Incorporating identified environmentally sensitive areas, including but not limited to, wetlands and wildlife corridors, into the project design; and
- e. Incorporating public facilities or infrastructure, or cash-in-lieu, reasonably related to the proposed subdivision so the proposed subdivision will not negatively impact the levels of service of the County services and facilities.

Waiver from the Subdivision Design Standards

10. Extraordinary hardships or practical difficulties result from strict compliance with these standards and regulations.

11. The purpose of these standards and regulations are served to a greater extent by the alternative proposal.

12. The waiver does not have the effect of nullifying the purpose of these standards and regulations.



Recommended Notes

1. The applicant shall comply with all building, zoning, fire, engineering, and health codes and regulations during the development of the subject site.
2. The preliminary plat approval shall expire on November 29, 2024, if a final plat application is not submitted to the Adams County Community and Economic Development Department.
3. The conveyance of land or payment of cash in lieu shall be required prior to the recording of the first plat document for the subdivision. This fee shall be determined by the fee structure specified in Section 5-05 of the Adams County Development Standards and Regulations.
4. All utilities shall be located underground pursuant to the Adams County Development Standards and Regulations.