



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
August 2, 2022
9:30 AM

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. MOTION TO APPROVE AGENDA

4. AWARDS AND PRESENTATIONS

5. PUBLIC COMMENT

A. Citizen Communication

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.** List of Expenditures Under the Dates of July 18-22, 2022
- B.** Minutes of the Commissioners' Proceedings from July 26, 2022
- C.** Resolution Approving Development Agreement between Adams County and 73rd Avenue Properties, LLC
- D.** Resolution Approving Abatement Petitions and Authorizing the Refund of Taxes for Account Numbers P0038109, R0204619, R0204620, R0204621, R0204622, P0038437, P0038110, R0005330, R0051396, and P0037735
- E.** Resolution Accepting Warranty Deed Conveying Property from John C. Burgess and Daniel L. Whelan to Adams County for Road Right-of-Way

- F.** Resolution Accepting Warranty Deed Conveying Property from William J. Rinkor to Adams County for Road Right-of-Way
- G.** Resolution Accepting Special Warranty Deed Conveying Property from Juan M. Uribe to Adams County for Road Right-of-Way
- H.** Resolution Accepting Warranty Deed Conveying Property from George Wilson and Sandra G. Skinner to Adams County for Road Right-of-Way
- I.** Resolution Accepting Warranty Deed Conveying Property from The Angelina Helen Lucero Trust Dated January 8, 2009, to Adams County for Road Right-of-Way
- J.** Resolution Accepting Quitclaim Deed Conveying Property from Andrew Miller to Adams County for Road Right-of-Way
- K.** Resolution Accepting Special Warranty Deed Conveying Property from Katherine Goodman to Adams County for Road Right-of-Way
- L.** Resolution Accepting Special Warranty Deed Conveying Property from Manuela O. Cocoa and Francisca Cocoa to Adams County for Road Right-of-Way
- M.** Resolution Accepting Warranty Deed Conveying Property from Richard Kevin Schneider Trust to Adams County for Road Right-of-Way
- N.** Resolution Accepting Special Warranty Deed Conveying Property from Guerrero Balbuena-Mendez to Adams County for Road Right-of-Way
- O.** Resolution Accepting Special Warranty Deed Conveying Property from Cleper Homar Moreno to Adams County for Road Right-of-Way
- P.** Resolution Accepting Warranty Deed Conveying Property from Dennis Gorham to Adams County for Road Right-of-Way
- Q.** Resolution Accepting Warranty Deed Conveying Property from Declan Gallagher and Lauren V. Gallagher to Adams County for Road Right-of-Way
- R.** Resolution Accepting Quitclaim Deed Conveying Property from Security Realty Company to Adams County for Right-of-Way Purposes
- S.** Resolution Accepting Bargain and Sale Deed Conveying Property from Security Realty Company to Adams County for Right-of-Way Purposes
- T.** Resolution Approving Development Agreement between Adams County and Trash Mahal Colorado, LLC and Receipt of Collateral in the Amount of \$229,096.71
- U.** Resolution Approving Right-of-Way Agreement between Adams County and Central 62 Acquisitions, LLC, for Property Necessary for the 62nd Avenue Roadway and Drainage Improvements Project from Pecos Street to Washington Street
- V.** Resolution Approving an Intergovernmental Agreement for the Provision of Law Enforcement and Administrative Records Support Services between Adams County and Commerce City Colorado
- W.** Resolution Approving an Intergovernmental Agreement for the Provision of Law Enforcement and Administrative Records Support Services between Adams County and Brighton, Colorado
- X.** Resolution Approving Intergovernmental Agreement between the E-470 Public Highway Authority, City of Brighton, and Adams County, Colorado Regarding E-470 and Sable Boulevard Interchange Funding and Construction

- Y. Order Terminating a Declaration of a Disaster in and for Adams County, Colorado
- Z. Resolution Approving the Project Funding Agreement for Globeville Improvements between Adams County, the City and County of Denver, and the Denver Urban Renewal Authority

7. NEW BUSINESS

A. COUNTY MANAGER

- 1. Resolution Approving Amendment One to the Agreement between Adams County and A-1 Chipseal Co., in the Amount of \$1,277,481.25, for 2022 Gravel Chip Seal

B. COUNTY ATTORNEY

8. Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(b) for Legal Advice and Update Regarding Treasurer Litigation

9. LAND USE HEARINGS

A. Cases to be Heard

- 1. RCU2022-00015 Gutierrez Rezone (Continuance)
- 2. PLT2021-00012 Lefor Major Subdivision Preliminary Plat
- 3. RCU2021-00023 GCSA Event Center

10. ADJOURNMENT

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE

County of Adams
Net Warrant by Fund Summary

Fund Number	Fund Description	Amount
1	General Fund	1,662,632.16
4	Capital Facilities Fund	763,520.68
5	Golf Course Enterprise Fund	15,474.12
6	Equipment Service Fund	12,637.89
7	Stormwater Utility Fund	8,555.00
13	Road & Bridge Fund	1,595,517.41
19	Insurance Fund	1,189,624.55
28	Open Space Sales Tax Fund	809,465.13
31	Head Start Fund	11,014.10
34	Comm Services Blk Grant Fund	50,916.73
35	Workforce & Business Center	78,499.51
43	Colorado Air & Space Port	49,061.68
50	FLATROCK Facility Fund	3,730.42
94	Sheriff Payables	2,842.00
		<u>6,253,491.38</u>

Net Warrants by Fund Detail

1 General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00009271	383698	ALLIED UNIVERSAL SECURITY SERV	7/20/2022	82,351.83
00009273	378404	CARUSO JAMES LOUIS	7/20/2022	5,625.00
00009274	37193	CINA & CINA FORENSIC CONSULTIN	7/20/2022	17,400.00
00009276	1052521	COCREATE COEVOLVE LLC	7/20/2022	750.00
00009277	625677	CODE 4 SECURITY SERVICES LLC	7/20/2022	467.22
00009278	369566	MAINTENANCE CHEF LLC	7/20/2022	1,129.51
00009279	1267815	MARATHON LEADERSHIP LLC	7/20/2022	2,250.00
00009281	145355	SANITY SOLUTIONS INC	7/20/2022	97,710.51
00009283	227044	SOUTHWESTERN PAINTING	7/20/2022	39,088.00
00009287	191633	CIVICPLUS llc	7/21/2022	10,100.00
00009288	51334	CREDITRON	7/21/2022	758.33
00009289	36884	EMBRY SANDRA	7/21/2022	36.00
00009293	1267815	MARATHON LEADERSHIP LLC	7/21/2022	1,850.00
00009294	5449	NORTH METRO TASK FORCE	7/21/2022	41,185.28
00009295	1178800	P8 D-C INDUSTRIAL LAST MILE LL	7/21/2022	227,916.86
00009297	1275180	ROMEO ENTERTAINMENT GROUP INC	7/21/2022	40,401.64
00009299	227044	SOUTHWESTERN PAINTING	7/21/2022	27,522.00
00009304	737980	WOLD ARCHITECTS AND ENGINEERS	7/21/2022	5,919.38
00009307	5449	NORTH METRO TASK FORCE	7/22/2022	98,332.60
00772300	410759	ABC LEGAL SERVICES	7/21/2022	19.00
00772301	13884	ADAMS COUNTY SHERIFF	7/21/2022	1,925.06
00772302	91631	ADAMSON POLICE PRODUCTS	7/21/2022	908.88
00772303	1128011	ADT COMMERCIAL LLC	7/21/2022	185.00
00772304	630412	ADVANCED LAUNDRY SYSTEMS	7/21/2022	515.96
00772306	35810	AJI FENCE LTD	7/21/2022	54,135.00
00772310	950536	ALICIA AVILA STENOGRAPHER SERV	7/21/2022	87.00
00772311	1286192	ALLEN AUDREY	7/21/2022	100.00
00772312	1286442	ALVAREZ ZUNIGA ALMA	7/21/2022	19.00
00772313	1274436	AMERICAN EAGLE ATTORNEY SERVIC	7/21/2022	19.00
00772314	1210347	ANIMAL CRACKER CONSPIRACY	7/21/2022	7,000.00
00772315	1286438	ANTHONY BENJAMIN FRANCIS	7/21/2022	19.00
00772316	221351	APEX SYSTEMS GROUP LLC	7/21/2022	17,177.36
00772317	678947	ARAPAHOE COUNTY COMMUNITY RESO	7/21/2022	9,734.19
00772318	1282242	ARELLANO RACHEL K	7/21/2022	9.00
00772321	422618	BARTON MICHAEL	7/21/2022	150.00
00772322	993099	BAYAUD ENTERPRISES INC	7/21/2022	50,155.48

Net Warrants by Fund Detail

1 General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00772323	1273465	BECKER JENNIFER	7/21/2022	36.00
00772324	47314	BOGAN JOAN	7/21/2022	150.00
00772325	490725	BREAK THRU BEVERAGE	7/21/2022	4,236.29
00772326	13160	BRIGHTON CITY OF (WATER)	7/21/2022	1,980.44
00772327	13160	BRIGHTON CITY OF (WATER)	7/21/2022	863.22
00772328	13160	BRIGHTON CITY OF (WATER)	7/21/2022	5,288.44
00772329	13160	BRIGHTON CITY OF (WATER)	7/21/2022	158.41
00772330	13160	BRIGHTON CITY OF (WATER)	7/21/2022	19,726.95
00772331	13160	BRIGHTON CITY OF (WATER)	7/21/2022	30,173.26
00772332	1286435	BRINGING JUSTICE HOME	7/21/2022	19.00
00772333	38750	BUSSARD REX	7/21/2022	300.00
00772334	726898	CA SHORT COMPANY	7/21/2022	19,760.59
00772336	134826	CASA OF ADAMS & BROOMFIELD COU	7/21/2022	7,500.00
00772338	112904	CHRISTIAN VICKI	7/21/2022	150.00
00772340	852482	CLEARWAY ENERGY GROUP LLC	7/21/2022	1,533.27
00772343	5407	COLO DEPT OF LABOR & EMPLOYME	7/21/2022	80.00
00772345	460842	COLO INFORMATION SHARING CONSO	7/21/2022	8,140.00
00772348	252174	COLORADO COMMUNITY MEDIA	7/21/2022	51.92
00772349	252174	COLORADO COMMUNITY MEDIA	7/21/2022	26.40
00772350	1052113	COLORADO POVERTY LAW PROJECT	7/21/2022	8,318.60
00772351	1286431	CONNOLLY LAW FIRM	7/21/2022	19.00
00772352	13565	CORE ELECTRIC COOPERATIVE	7/21/2022	1,904.20
00772353	1189578	COVETRUS PHARMACY SERVICES LLC	7/21/2022	640.80
00772354	218467	CRAMER STEPHEN S	7/21/2022	150.00
00772355	885561	CYR RENEE MICHELE	7/21/2022	1,000.00
00772356	1286470	DAVEY SHANAN	7/21/2022	500.00
00772357	6136	DEPT OF PUBLIC SAFETY	7/21/2022	204.54
00772359	101347	DHM DESIGNS	7/21/2022	123,154.17
00772360	96944	DIVISION OF OIL AND PUBLIC SAF	7/21/2022	30.00
00772362	808844	DUPRIEST JOHN FIELDEN	7/21/2022	65.00
00772363	221698	DURANGO CREDIT AND COLLECTION	7/21/2022	19.00
00772365	510586	EGAN PRINTING CO	7/21/2022	48.00
00772368	239516	EWING DEBORAH JUNE	7/21/2022	150.00
00772374	541231	FINELINE GRAPHICS	7/21/2022	758.20
00772375	885562	FINNING DENISE M	7/21/2022	1,000.00
00772376	698569	FOREST SEAN	7/21/2022	65.00

Net Warrants by Fund Detail

1 General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00772377	1286471	FRITZ BENJAMIN	7/21/2022	500.00
00772378	1286434	FURR KATRINA CANDIA	7/21/2022	19.00
00772379	12689	GALLS LLC	7/21/2022	4,010.91
00772380	293118	GARNER, ROSIE	7/21/2022	65.00
00772381	198893	GE JOHNSON CONSTRUCTION CO	7/21/2022	74,256.56
00772383	1286473	GLASER JUDITH H	7/21/2022	300.00
00772385	1004844	GPS SERVERS LLC	7/21/2022	57.00
00772387	1286439	HALL LAWANDA MONIQUE	7/21/2022	19.00
00772390	293122	HERRERA, AARON	7/21/2022	65.00
00772391	4387	HETTINGER KATHLEEN S	7/21/2022	150.00
00772392	486419	HIGH COUNTRY BEVERAGE	7/21/2022	1,900.25
00772393	8721	HILL & ROBBINS	7/21/2022	2,666.61
00772395	358482	HOLST AND BOETTCHER	7/21/2022	19.00
00772397	5814	I70 SCOUT THE	7/21/2022	19.80
00772398	5814	I70 SCOUT THE	7/21/2022	19.80
00772399	433932	INDUSTRIAL PIPE SOLUTIONS	7/21/2022	125.00
00772400	535598	JACHIMIAK PETERSON KUMMER LLC	7/21/2022	1,131.00
00772403	1286444	JORDAN ASHLEY N	7/21/2022	52.00
00772407	1286393	LUCERO ERIN	7/21/2022	170.00
00772409	1210186	MARIACHI VOCES MEXICANAS	7/21/2022	1,950.00
00772411	1195350	MCLAUGHLIN MEGHAN ANNE	7/21/2022	300.00
00772413	729564	METRO TRANSPORTATION PLANNING	7/21/2022	5,010.30
00772414	1286432	MICHAEL J BELFONTE PC	7/21/2022	19.00
00772415	85060	MILE HIGH GOLF CARS	7/21/2022	2,870.00
00772417	1286443	MONTOYA LISA MARIE	7/21/2022	19.00
00772418	374475	MOORE LAW GROUP APC	7/21/2022	19.00
00772419	1286469	MOORE MEREDITH	7/21/2022	150.00
00772420	13719	MORGAN COUNTY REA	7/21/2022	190.74
00772421	1286194	MOVING NEXT DOOR	7/21/2022	4,998.00
00772422	1195346	MURDOCH BRUCE	7/21/2022	225.00
00772424	13591	MWI ANIMAL HEALTH	7/21/2022	6,428.02
00772425	1270598	NELSON AND KENNARD	7/21/2022	38.00
00772426	20458	NORTHSIDE EMERGENCY PET CLINIC	7/21/2022	150.00
00772428	1175934	NURF TERF LLC	7/21/2022	5,000.00
00772429	949999	OFFICESCAPES OF DENVER LLLP	7/21/2022	17,220.21
00772431	172146	PARKS JERELED M	7/21/2022	200.00

Net Warrants by Fund Detail

1 General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00772433	176366	PETERSON MICHELLE	7/21/2022	150.00
00772434	350851	PHIPPEN ANNELIESE	7/21/2022	150.00
00772435	39496	PIPER COMMUNICATION SERVICES I	7/21/2022	1,521.00
00772436	44148	PRO FORCE LAW ENFORCEMENT	7/21/2022	10,664.04
00772438	216245	PUSH PEDAL PULL INC	7/21/2022	5,120.60
00772439	697847	QUEEN LARRY	7/21/2022	200.00
00772440	805836	RAY L HUGHES ATTORNEY AT LAW	7/21/2022	38.00
00772441	64382	REDDY ICE CORPORATION	7/21/2022	10,110.00
00772442	53054	RICHARDSON SHARON	7/21/2022	65.00
00772445	668737	ROCKY MOUNTAIN PARKING LOT SER	7/21/2022	720.00
00772446	977432	ROCKY MOUNTAIN PERFORMANCE EXC	7/21/2022	10,000.00
00772447	51032	ROTARY CLUB OF NORTHGLENN THOR	7/21/2022	500.00
00772449	1286107	RUEGSEGGER SIMONS & STERN LLC	7/21/2022	99.00
00772450	23946	SAFEGUARD BUSINESS SYSTEMS	7/21/2022	637.42
00772451	1286031	SCHOOL OF ROCK BROOMFIELD	7/21/2022	500.00
00772453	1286440	SEUBERT MATTHEW	7/21/2022	19.00
00772455	358487	SHARP RUTH A	7/21/2022	19.00
00772456	1286675	SOLENBERGER DIANA	7/21/2022	150.00
00772457	599714	SUMMIT FOOD SERVICE LLC	7/21/2022	8,821.43
00772458	426037	SWIRE COCA-COLA USA	7/21/2022	953.60
00772459	1179365	TAG PROCESS SERVICE	7/21/2022	19.00
00772461	41127	TK ELEVATOR	7/21/2022	74,933.76
00772462	93323	TOUCH SONIC TECHNOLOGIES INC	7/21/2022	17,280.00
00772463	1094	TRI COUNTY HEALTH DEPT	7/21/2022	6,295.77
00772464	1094	TRI COUNTY HEALTH DEPT	7/21/2022	8,762.15
00772465	35211	TRI STATE FIREWORKS INC	7/21/2022	48,000.00
00772466	1270310	TRINITY SERVICES GROUP INC	7/21/2022	8,397.29
00772467	666214	TYGRETT DEBRA R	7/21/2022	500.00
00772468	13262	TYLER TECHNOLOGIES INC	7/21/2022	53,775.76
00772470	1007	UNITED POWER (UNION REA)	7/21/2022	106.64
00772471	1007	UNITED POWER (UNION REA)	7/21/2022	26,003.75
00772472	1007	UNITED POWER (UNION REA)	7/21/2022	187.72
00772473	1007	UNITED POWER (UNION REA)	7/21/2022	36,608.00
00772474	1007	UNITED POWER (UNION REA)	7/21/2022	2,906.00
00772475	1007	UNITED POWER (UNION REA)	7/21/2022	178.57
00772476	1007	UNITED POWER (UNION REA)	7/21/2022	744.23

Net Warrants by Fund Detail

1 **General Fund**

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00772477	1007	UNITED POWER (UNION REA)	7/21/2022	1,245.34
00772478	1007	UNITED POWER (UNION REA)	7/21/2022	83.20
00772479	1007	UNITED POWER (UNION REA)	7/21/2022	78.65
00772480	1007	UNITED POWER (UNION REA)	7/21/2022	5,592.70
00772481	1007	UNITED POWER (UNION REA)	7/21/2022	4,186.53
00772482	1007	UNITED POWER (UNION REA)	7/21/2022	7,137.20
00772483	1007	UNITED POWER (UNION REA)	7/21/2022	12,217.07
00772484	1007	UNITED POWER (UNION REA)	7/21/2022	7,389.16
00772485	1007	UNITED POWER (UNION REA)	7/21/2022	58.16
00772486	1007	UNITED POWER (UNION REA)	7/21/2022	22,523.24
00772487	1007	UNITED POWER (UNION REA)	7/21/2022	567.75
00772516	1038	WAGNER RENTS INC	7/21/2022	4,999.49
00772518	13822	XCEL ENERGY	7/21/2022	3,026.87
00772519	13822	XCEL ENERGY	7/21/2022	5,174.36
00772520	13822	XCEL ENERGY	7/21/2022	2,760.28
00772521	13822	XCEL ENERGY	7/21/2022	176.40
00772522	13822	XCEL ENERGY	7/21/2022	12,693.74
00772523	13822	XCEL ENERGY	7/21/2022	17,310.81
00772524	13822	XCEL ENERGY	7/21/2022	8,161.87
00772525	13822	XCEL ENERGY	7/21/2022	625.62
Fund Total				1,662,632.16

Net Warrants by Fund Detail

4Capital Facilities Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00009298	104910	SAUNDERS CONSTRUCTION INC	7/21/2022	515,941.48
00009305	737980	WOLD ARCHITECTS AND ENGINEERS	7/21/2022	4,000.00
00772371	346750	FACTORY MOTOR PARTS	7/21/2022	28,268.00
00772405	40395	KUMAR & ASSOCIATES INC	7/21/2022	4,061.50
00772423	986500	MW GOLDEN CONSTRUCTORS	7/21/2022	191,518.10
00772444	844969	RLH ENGINEERING INC	7/21/2022	6,131.03
00772448	248870	ROTH SHEPPARD ARCHITECTS	7/21/2022	13,600.57
			Fund Total	763,520.68

County of Adams
Net Warrants by Fund Detail

5 **Golf Course Enterprise Fund**

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00009296	6177	PROFESSIONAL RECREATION MGMT I	7/21/2022	15,474.12
Fund Total				15,474.12

Net Warrants by Fund Detail

6Equipment Service Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00772339	43659	CINTAS FIRST AID & SAFETY	7/21/2022	463.76
00772372	346750	FACTORY MOTOR PARTS	7/21/2022	8,615.40
00772396	4170	HONNEN EQUIPMENT CO	7/21/2022	3,558.73
			Fund Total	12,637.89

County of Adams
Net Warrants by Fund Detail

7

Stormwater Utility Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00772361	128693	DREXEL BARRELL & CO	7/21/2022	8,555.00
Fund Total				8,555.00

Net Warrants by Fund Detail

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Road & Bridge Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00009290	1180246	HC PECK & ASSOCIATES INC	7/21/2022	27,926.00
00009291	1180246	HC PECK & ASSOCIATES INC	7/21/2022	295,813.00
00009292	1180246	HC PECK & ASSOCIATES INC	7/21/2022	589,344.00
00772299	1286403	8150 - 8160 STEELE ST LLC	7/21/2022	810.00
00772305	1285211	AGUIRRE TOMASA	7/21/2022	1,450.00
00772308	13074	ALBERT FREI & SONS INC	7/21/2022	31,985.04
00772320	1286401	BARRON SANTIAGO	7/21/2022	1,600.00
00772337	1286398	CHAVEZ MELECIO	7/21/2022	1,780.00
00772358	237568	DESIGN WORKSHOP	7/21/2022	9,478.95
00772367	534975	EP&A ENVIROTAC INC	7/21/2022	18,102.50
00772382	1156223	GEOCAL INC	7/21/2022	1,108.15
00772384	212385	GMCO CORPORATION	7/21/2022	60,605.33
00772401	506641	JK TRANSPORTS INC	7/21/2022	54,391.96
00772404	28851	JR ENGINEERING LTD	7/21/2022	1,730.00
00772406	40395	KUMAR & ASSOCIATES INC	7/21/2022	940.50
00772408	13082	LUMIN8 TRANSPORTATION TECHNOLO	7/21/2022	8,233.68
00772410	9379	MARTIN MARTIN CONSULTING ENGIN	7/21/2022	90,328.00
00772430	525686	OUTTA CONTROL DESIGNS	7/21/2022	5,451.24
00772452	1184363	SCOTT CONTRACTING	7/21/2022	308,963.07
00772488	1007	UNITED POWER (UNION REA)	7/21/2022	23.16
00772489	1007	UNITED POWER (UNION REA)	7/21/2022	101.56
00772490	1007	UNITED POWER (UNION REA)	7/21/2022	16.50
00772491	1007	UNITED POWER (UNION REA)	7/21/2022	16.50
00772492	1007	UNITED POWER (UNION REA)	7/21/2022	16.50
00772493	1007	UNITED POWER (UNION REA)	7/21/2022	313.39
00772494	1007	UNITED POWER (UNION REA)	7/21/2022	45.73
00772495	1007	UNITED POWER (UNION REA)	7/21/2022	94.50
00772496	1007	UNITED POWER (UNION REA)	7/21/2022	32.85
00772497	1007	UNITED POWER (UNION REA)	7/21/2022	34.00
00772498	1007	UNITED POWER (UNION REA)	7/21/2022	142.27
00772499	1007	UNITED POWER (UNION REA)	7/21/2022	20.05
00772500	1007	UNITED POWER (UNION REA)	7/21/2022	45.41
00772501	1007	UNITED POWER (UNION REA)	7/21/2022	78.50
00772502	1007	UNITED POWER (UNION REA)	7/21/2022	80.58
00772503	1007	UNITED POWER (UNION REA)	7/21/2022	48.60
00772504	1007	UNITED POWER (UNION REA)	7/21/2022	34.05

Net Warrants by Fund Detail

13Road & Bridge Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00772505	1007	UNITED POWER (UNION REA)	7/21/2022	33.00
00772506	1007	UNITED POWER (UNION REA)	7/21/2022	48.28
00772507	1007	UNITED POWER (UNION REA)	7/21/2022	33.00
00772508	1007	UNITED POWER (UNION REA)	7/21/2022	36.00
00772509	1007	UNITED POWER (UNION REA)	7/21/2022	88.49
00772517	1286400	WILKINS JOSEPH K	7/21/2022	500.00
00772526	13822	XCEL ENERGY	7/21/2022	80.63
00772527	13822	XCEL ENERGY	7/21/2022	23.80
00772528	13822	XCEL ENERGY	7/21/2022	221.66
00772529	13822	XCEL ENERGY	7/21/2022	53.96
00772530	13822	XCEL ENERGY	7/21/2022	24.18
00772531	13822	XCEL ENERGY	7/21/2022	277.91
00772532	13822	XCEL ENERGY	7/21/2022	138.81
00772533	13822	XCEL ENERGY	7/21/2022	47.64
00772534	13822	XCEL ENERGY	7/21/2022	169.48
00772535	13822	XCEL ENERGY	7/21/2022	71,856.44
00772536	13822	XCEL ENERGY	7/21/2022	10,698.56
			Fund Total	1,595,517.41

Net Warrants by Fund Detail

19**Insurance Fund**

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00009280	760692	OPTUM BANK	7/20/2022	316.25
00009284	523053	TRISTAR RISK MANAGEMENT	7/20/2022	480.00
00009285	523053	TRISTAR RISK MANAGEMENT	7/20/2022	19,136.25
00009300	37223	UNITED HEALTH CARE INSURANCE C	7/21/2022	361,403.53
00009301	37223	UNITED HEALTH CARE INSURANCE C	7/21/2022	164,362.15
00009302	37223	UNITED HEALTH CARE INSURANCE C	7/21/2022	375,984.00
00009303	37223	UNITED HEALTH CARE INSURANCE C	7/21/2022	178,179.28
00772307	35810	AJI FENCE LTD	7/21/2022	6,765.00
00772335	419839	CAREHERE LLC	7/21/2022	46,990.90
00772344	17565	COLO FRAME & SUSPENSION	7/21/2022	8,584.12
00772347	2157	COLO OCCUPATIONAL MEDICINE PHY	7/21/2022	55.00
00772366	219503	ELKUS & SISSON PC AND	7/21/2022	759.50
00772369	99599	EXPERIAN INFORMATION SOLUTIONS	7/21/2022	118.60
00772388	1224474	HANSEN LITIGATION SERVICES	7/21/2022	364.80
00772389	1271805	HEALING WORDS COUNSELING LLC	7/21/2022	1,050.00
00772416	98413	MINES & ASSOCIATES PC	7/21/2022	750.00
00772443	36205	RITSEMA LAW LLC	7/21/2022	560.00
00772454	1031727	SGR	7/21/2022	11,526.59
00772460	862222	THE ARTWORKS UNLIMITED LLC	7/21/2022	585.00
00772469	37507	UNITED HEALTHCARE	7/21/2022	11,653.58
Fund Total				1,189,624.55

Net Warrants by Fund Detail

28

Open Space Sales Tax Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00009272	1075498	AURORA CITY OF	7/20/2022	775,000.00
00009286	39402	BIRD CONSERVANCY OF THE ROCKIE	7/21/2022	34,465.13
Fund Total				809,465.13

County of Adams
Net Warrants by Fund Detail

31 **Head Start Fund**

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00009306	1063172	MAIKER HOUSING PARTNERS	7/22/2022	10,952.00
00772394	1102078	HOLADOCTOR INC	7/21/2022	62.10
Fund Total				11,014.10

Net Warrants by Fund Detail

34Comm Services Blk Grant Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00009282	2284	SENIOR HUB THE	7/20/2022	9,196.70
00772364	190240	ECPAC	7/21/2022	9,400.63
00772373	8818069	FAMILY TREE INC	7/21/2022	10,253.25
00772386	44825	GROWING HOME INC	7/21/2022	9,669.12
00772437	189016	PROJECT ANGEL HEART	7/21/2022	12,397.03
			Fund Total	50,916.73

Net Warrants by Fund Detail

35

Workforce & Business Center

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00772370	5686	EXPRESS SERVICES INC	7/21/2022	64,609.51
00772402	1286037	JOHNSON DION TERELL	7/21/2022	40.00
00772412	1286039	MEDISENSE	7/21/2022	2,850.00
00772427	1017693	NUAGE PARAMEDICAL ESTHETICS	7/21/2022	5,000.00
00772514	737842	UNIVERSITY OF CO AT DENVER	7/21/2022	6,000.00
Fund Total				78,499.51

Net Warrants by Fund Detail

43 Colorado Air & Space Port

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00009270	977209	ADT COMMERCIAL LLC	7/20/2022	195.00
00009275	709816	CITY SERVICEVALCON LLC	7/20/2022	43,898.93
00772309	88281	ALBERTS WATER & WASTEWATER SER	7/21/2022	4,279.50
00772319	80118	AT&T CORP	7/21/2022	112.90
00772515	80279	VERIZON WIRELESS	7/21/2022	575.35
Fund Total				49,061.68

Net Warrants by Fund Detail

50FLATROCK Facility Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00772432	612089	PBC COMMERCIAL CLEANING SYSTEM	7/21/2022	1,671.72
00772510	1007	UNITED POWER (UNION REA)	7/21/2022	101.99
00772511	1007	UNITED POWER (UNION REA)	7/21/2022	1,607.86
00772512	1007	UNITED POWER (UNION REA)	7/21/2022	62.67
00772513	1007	UNITED POWER (UNION REA)	7/21/2022	286.18
Fund Total				3,730.42

Net Warrants by Fund Detail

94Sheriff Payables

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00772341	95935	CLERK OF THE COUNTY COURT	7/21/2022	1,520.00
00772342	92474	COLO DEPT OF HUMAN SERVICES	7/21/2022	1,170.00
00772346	44915	COLO JUDICIAL DEPT	7/21/2022	152.00
Fund Total				2,842.00

County of Adams
Net Warrants by Fund Detail

Grand Total 6,253,491.38

County of Adams
Vendor Payment Report

<u>2051</u>	<u>ANS - Admin & Customer Care</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Animal Control/Shelter					
	LUCERO ERIN	00001	1023229	422867	7/20/2022	170.00
					Account Total	170.00
					Department Total	170.00

County of Adams
Vendor Payment Report

<u>1074</u>	<u>CA- Risk Management</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Safety-Drug & AI Test/Med Cert					
	COLO OCCUPATIONAL MEDICINE PHY	00019	1023123	422770	7/19/2022	<u>55.00</u>
					Account Total	<u>55.00</u>
					Department Total	<u><u>55.00</u></u>

County of Adams
Vendor Payment Report

<u>4</u>	<u>Capital Facilities Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	FACTORY MOTOR PARTS	00004	1023379	422950	7/21/2022	28,268.00
	KUMAR & ASSOCIATES INC	00004	1023275	422941	7/21/2022	4,061.50
	MW GOLDEN CONSTRUCTORS	00004	1023392	422961	7/21/2022	201,598.00
	RLH ENGINEERING INC	00004	1023341	422946	7/21/2022	402.50
	RLH ENGINEERING INC	00004	1023342	422946	7/21/2022	5,728.53
	ROTH SHEPPARD ARCHITECTS	00004	1023268	422941	7/21/2022	13,600.57
	SAUNDERS CONSTRUCTION INC	00004	1023394	422962	7/21/2022	543,096.29
	WOLD ARCHITECTS AND ENGINEERS	00004	1023396	422962	7/21/2022	4,000.00
					Account Total	800,755.39
	Retainages Payable					
	MW GOLDEN CONSTRUCTORS	00004	1023392	422961	7/21/2022	10,079.90-
	SAUNDERS CONSTRUCTION INC	00004	1023394	422962	7/21/2022	27,154.81-
					Account Total	37,234.71-
					Department Total	763,520.68

County of Adams
Vendor Payment Report

<u>4302</u>	<u>CASP Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Telephone					
	AT&T CORP	00043	1023140	422773	7/19/2022	97.86
	VERIZON WIRELESS	00043	1023141	422773	7/19/2022	375.30
	VERIZON WIRELESS	00043	1023141	422773	7/19/2022	40.01
					Account Total	<u>513.17</u>
					Department Total	<u><u>513.17</u></u>

County of Adams
Vendor Payment Report

<u>4308</u>	<u>CASPATCT</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Telephone					
	AT&T CORP	00043	1023140	422773	7/19/2022	7.52
	VERIZON WIRELESS	00043	1023141	422773	7/19/2022	40.01
					Account Total	<u>47.53</u>
					Department Total	<u><u>47.53</u></u>

County of Adams
Vendor Payment Report

<u>4303</u>	<u>CASP FBO</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Telephone					
	VERIZON WIRELESS	00043	1023141	422773	7/19/2022	<u>80.02</u>
					Account Total	<u>80.02</u>
					Department Total	<u><u>80.02</u></u>

County of Adams
Vendor Payment Report

<u>4304</u>	<u>CASP Operations/Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	ADT COMMERCIAL LLC	00043	1023128	422772	7/19/2022	195.00
					Account Total	195.00
	Telephone					
	AT&T CORP	00043	1023140	422773	7/19/2022	7.52
	VERIZON WIRELESS	00043	1023141	422773	7/19/2022	40.01
					Account Total	47.53
					Department Total	242.53

County of Adams
Vendor Payment Report

<u>1094</u>	<u>CED Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Minor Equipment					
	PIPER COMMUNICATION SERVICES I	00001	1022286	422040	7/8/2022	<u>1,521.00</u>
					Account Total	<u>1,521.00</u>
					Department Total	<u><u>1,521.00</u></u>

County of Adams
Vendor Payment Report

<u>1020</u>	<u>CLK Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Special Events					
	ROTARY CLUB OF NORTHGLENN THOR	00001	1023006	422723	7/19/2022	<u>500.00</u>
					Account Total	<u>500.00</u>
					Department Total	<u><u>500.00</u></u>

County of Adams
Vendor Payment Report

<u>1022</u>	<u>CLK Elections</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	ALLIED UNIVERSAL SECURITY SERV	00001	1023008	422729	7/19/2022	61.92
	MOVING NEXT DOOR	00001	1023005	422723	7/19/2022	4,998.00
					Account Total	<u>5,059.92</u>
					Department Total	<u><u>5,059.92</u></u>

County of Adams
Vendor Payment Report

<u>43</u>	<u>Colorado Air & Space Port</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	ALBERTS WATER & WASTEWATER SER	00043	1023374	422950	7/21/2022	3,300.00
	CITY SERVICEVALCON LLC	00043	1022990	422593	7/15/2022	43,898.93
					Account Total	47,198.93
					Department Total	47,198.93

County of Adams
Vendor Payment Report

<u>8612</u>	<u>Consolidated UHC Active/COBRA</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Administration Fee					
	UNITED HEALTHCARE	00019	1023359	422948	7/21/2022	5,753.77
	UNITED HEALTHCARE	00019	1023400	422948	7/21/2022	5,899.81
					Account Total	11,653.58
	Claims					
	UNITED HEALTH CARE INSURANCE C	00019	1023048	422738	7/19/2022	361,403.53
	UNITED HEALTH CARE INSURANCE C	00019	1023049	422738	7/19/2022	164,362.15
	UNITED HEALTH CARE INSURANCE C	00019	1023050	422738	7/19/2022	375,984.00
	UNITED HEALTH CARE INSURANCE C	00019	1023051	422738	7/19/2022	178,179.28
					Account Total	1,079,928.96
					Department Total	1,091,582.54

County of Adams
Vendor Payment Report

<u>2055</u>	<u>Control/Enforcement</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	NORTHSIDE EMERGENCY PET CLINIC	00001	1022960	422488	7/14/2022	<u>150.00</u>
					Account Total	<u>150.00</u>
					Department Total	<u><u>150.00</u></u>

County of Adams
Vendor Payment Report

<u>1013</u>	<u>County Attorney</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	COLORADO COMMUNITY MEDIA	00001	1023055	422750	7/19/2022	51.92
	COLORADO COMMUNITY MEDIA	00001	1023056	422750	7/19/2022	26.40
	170 SCOUT THE	00001	1023057	422750	7/19/2022	19.80
	170 SCOUT THE	00001	1023058	422750	7/19/2022	19.80
					Account Total	117.92
					Department Total	117.92

County of Adams
Vendor Payment Report

<u>2031</u>	<u>County Coroner</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Medical Services					
	CARUSO JAMES LOUIS	00001	1022992	422603	7/15/2022	5,625.00
	CINA & CINA FORENSIC CONSULTIN	00001	1022961	422491	7/14/2022	17,400.00
					Account Total	<u>23,025.00</u>
					Department Total	<u><u>23,025.00</u></u>

County of Adams
Vendor Payment Report

<u>1031</u>	<u>County Treasurer</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	CREDITRON	00001	1023161	422848	7/20/2022	758.33
	TYLER TECHNOLOGIES INC	00001	1023151	422843	7/20/2022	53,775.76
					Account Total	54,534.09
	Printing External					
	SAFEGUARD BUSINESS SYSTEMS	00001	1023154	422846	7/20/2022	637.42
					Account Total	637.42
					Department Total	55,171.51

County of Adams
Vendor Payment Report

<u>951016</u>	<u>CSBG</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grants to Other Instit					
	ECPAC	00034	1022966	422498	7/14/2022	9,400.63
	FAMILY TREE INC	00034	1022967	422498	7/14/2022	10,253.25
	GROWING HOME INC	00034	1022968	422498	7/14/2022	9,669.12
	PROJECT ANGEL HEART	00034	1022969	422498	7/14/2022	3,186.43
	PROJECT ANGEL HEART	00034	1022970	422498	7/14/2022	9,210.60
	SENIOR HUB THE	00034	1022945	422479	7/14/2022	9,196.70
					Account Total	50,916.73
					Department Total	50,916.73

County of Adams
Vendor Payment Report

<u>9261</u>	<u>DA- Diversion Project</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grants thru JAIBG					
	DEPT OF PUBLIC SAFETY	00001	1023217	422860	7/20/2022	<u>204.54</u>
					Account Total	<u>204.54</u>
					Department Total	<u><u>204.54</u></u>

County of Adams
Vendor Payment Report

<u>1051</u>	<u>District Attorney</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Court Reporting Transcripts					
	ALICIA AVILA STENOGRAPHER SERV	00001	1023215	422860	7/20/2022	87.00
	ARELLANO RACHEL K	00001	1023214	422860	7/20/2022	9.00
	BECKER JENNIFER	00001	1023216	422860	7/20/2022	36.00
	EMBRY SANDRA	00001	1023233	422871	7/20/2022	36.00
					Account Total	168.00
					Department Total	168.00

County of Adams
Vendor Payment Report

<u>6</u>	<u>Equipment Service Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Cllrg					
	FACTORY MOTOR PARTS	00006	1023330	422946	7/21/2022	8,615.40
					Account Total	8,615.40
					Department Total	8,615.40

County of Adams
Vendor Payment Report

<u>50</u>	<u>FLATROCK Facility Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	PBC COMMERCIAL CLEANING SYSTEM	00050	1023390	422950	7/21/2022	<u>1,671.72</u>
					Account Total	<u>1,671.72</u>
					Department Total	<u><u>1,671.72</u></u>

County of Adams
Vendor Payment Report

<u>9114</u>	<u>Fleet - Commerce City</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Medical Supplies					
	CINTAS FIRST AID & SAFETY	00006	1022962	422493	7/14/2022	8.58
	CINTAS FIRST AID & SAFETY	00006	1022963	422493	7/14/2022	455.18
					Account Total	463.76
	Vehicle Repair & Maint					
	HONNEN EQUIPMENT CO	00006	1023218	422862	7/20/2022	324.34
					Account Total	324.34
					Department Total	788.10

County of Adams
Vendor Payment Report

<u>9115</u>	<u>Fleet - Strasburg</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Vehicle Repair & Maint					
	HONNEN EQUIPMENT CO	00006	1023220	422862	7/20/2022	<u>3,234.39</u>
					Account Total	<u>3,234.39</u>
					Department Total	<u><u>3,234.39</u></u>

County of Adams
Vendor Payment Report

<u>1076</u>	<u>FO - Adams County Svc Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=13122	00001	1023176	422854	6/23/2022	12,693.74
					Account Total	12,693.74
					Department Total	12,693.74

County of Adams
Vendor Payment Report

<u>1091</u>	<u>FO - Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=13090	00001	1023181	422854	7/5/2022	659.03
	Energy Cap Bill ID=13091	00001	1023182	422854	7/5/2022	129.36
	Energy Cap Bill ID=13092	00001	1023183	422854	7/5/2022	744.88
					Account Total	1,533.27
	Printing External					
	EGAN PRINTING CO	00001	1023155	422847	7/20/2022	48.00
					Account Total	48.00
					Department Total	1,581.27

County of Adams
Vendor Payment Report

<u>1060</u>	<u>FO - Community Corrections</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=13121	00001	1023168	422854	7/6/2022	<u>5,174.36</u>
					Account Total	<u>5,174.36</u>
					Department Total	<u><u>5,174.36</u></u>

County of Adams
Vendor Payment Report

<u>1114</u>	<u>FO - District Attorney Bldg.</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=13108	00001	1023195	422854	7/6/2022	7,137.20
					Account Total	7,137.20
					Department Total	7,137.20

County of Adams
Vendor Payment Report

<u>2090</u>	<u>FO - Flatrock Facility</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=13100	00050	1023204	422854	7/6/2022	101.99
	Energy Cap Bill ID=13111	00050	1023205	422854	7/6/2022	1,607.86
	Energy Cap Bill ID=13114	00050	1023206	422854	7/6/2022	62.67
	Energy Cap Bill ID=13117	00050	1023207	422854	7/6/2022	286.18
					Account Total	<u>2,058.70</u>
					Department Total	<u><u>2,058.70</u></u>

County of Adams
Vendor Payment Report

<u>1077</u>	<u>FO - Government Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	ADT COMMERCIAL LLC	00001	1023157	422847	7/20/2022	185.00
	FINELINE GRAPHICS	00001	1023158	422847	7/20/2022	640.40
	FINELINE GRAPHICS	00001	1023159	422847	7/20/2022	117.80
					Account Total	<u>943.20</u>
	Gas & Electricity					
	Energy Cap Bill ID=13106	00001	1023177	422854	7/5/2022	36,608.00
	Energy Cap Bill ID=13107	00001	1023178	422854	7/5/2022	2,906.00
					Account Total	<u>39,514.00</u>
					Department Total	<u><u>40,457.20</u></u>

County of Adams
Vendor Payment Report

<u>1070</u>	<u>FO - Honnen/Plan&Devel/MV Ware</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=13089	00001	1022976	422577	6/23/2022	3,026.87
	Energy Cap Bill ID=13127	00001	1023169	422854	6/23/2022	2,760.28
	Energy Cap Bill ID=13128	00001	1023170	422854	6/23/2022	176.40
					Account Total	5,963.55
					Department Total	5,963.55

County of Adams
Vendor Payment Report

<u>1079</u>	<u>FO - Human Services Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=13124	00001	1023179	422854	6/29/2022	17,310.81
	Energy Cap Bill ID=13126	00001	1023180	422854	6/29/2022	8,161.87
					Account Total	<u>25,472.68</u>
					Department Total	<u><u>25,472.68</u></u>

County of Adams
Vendor Payment Report

<u>1071</u>	<u>FO - Justice Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=13113	00001	1023171	422854	7/6/2022	106.64
	Energy Cap Bill ID=13116	00001	1023172	422854	7/6/2022	26,003.75
					Account Total	26,110.39
					Department Total	26,110.39

County of Adams
Vendor Payment Report

<u>1062</u>	<u>FO - Other Facilities</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Water/Sewer/Sanitation					
	BRIGHTON CITY OF (WATER)	00001	1023156	422847	7/20/2022	1,980.44
					Account Total	1,980.44
					Department Total	1,980.44

County of Adams
Vendor Payment Report

<u>1111</u>	<u>FO - Parks Facilities</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=13093	00001	1023185	422854	7/6/2022	178.57
	Energy Cap Bill ID=13095	00001	1023186	422854	7/6/2022	744.23
	Energy Cap Bill ID=13096	00001	1023187	422854	7/6/2022	1,245.34
	Energy Cap Bill ID=13097	00001	1023188	422854	7/6/2022	83.20
	Energy Cap Bill ID=13098	00001	1023189	422854	7/6/2022	78.65
	Energy Cap Bill ID=13101	00001	1023190	422854	7/6/2022	5,592.70
	XCEL ENERGY	00001	1023251	422854	7/21/2022	625.62
					Account Total	8,548.31
					Department Total	8,548.31

County of Adams
Vendor Payment Report

<u>1123</u>	<u>FO - Riverdale Animal Shelter</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	COLO DEPT OF LABOR & EMPLOYME	00001	1023153	422845	7/20/2022	80.00
					Account Total	80.00
	Gas & Electricity					
	Energy Cap Bill ID=13112	00001	1023196	422854	7/5/2022	12,217.07
					Account Total	12,217.07
					Department Total	12,297.07

County of Adams
Vendor Payment Report

<u>1112</u>	<u>FO - Sheriff HQ/Coroner Bldg</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=13109	00001	1023192	422854	7/6/2022	4,186.53
					Account Total	4,186.53
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=13099	00001	1023193	422854	7/11/2022	863.22
	Energy Cap Bill ID=13105	00001	1023194	422854	7/11/2022	5,288.44
					Account Total	6,151.66
					Department Total	10,338.19

County of Adams
Vendor Payment Report

<u>2009</u>	<u>FO - Sheriff Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=13115	00001	1023197	422854	7/6/2022	7,389.16
	Energy Cap Bill ID=13118	00001	1023198	422854	7/6/2022	58.16
	Energy Cap Bill ID=13119	00001	1023199	422854	7/6/2022	22,523.24
	Energy Cap Bill ID=13120	00001	1023200	422854	7/6/2022	567.75
					Account Total	30,538.31
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=13102	00001	1023201	422854	7/11/2022	158.41
	Energy Cap Bill ID=13103	00001	1023202	422854	7/11/2022	19,726.95
	Energy Cap Bill ID=13104	00001	1023203	422854	7/11/2022	30,173.26
					Account Total	50,058.62
					Department Total	80,596.93

County of Adams
Vendor Payment Report

<u>1075</u>	<u>FO - Strasburg/Whittier</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=13094	00001	1023173	422854	7/11/2022	1,904.20
	Energy Cap Bill ID=13110	00001	1023174	422854	7/6/2022	187.72
	Energy Cap Bill ID=13123	00001	1023175	422854	7/1/2022	190.74
					Account Total	<u>2,282.66</u>
					Department Total	<u><u>2,282.66</u></u>

County of Adams
Vendor Payment Report

<u>1072</u>	<u>FO - West Services Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	DIVISION OF OIL AND PUBLIC SAF	00001	1023152	422844	7/20/2022	<u>30.00</u>
					Account Total	<u>30.00</u>
					Department Total	<u><u>30.00</u></u>

County of Adams
Vendor Payment Report

<u>1</u>	<u>General Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Collateral Deposits Payable					
	P8 D-C INDUSTRIAL LAST MILE LL	00001	1023054	422751	7/19/2022	227,916.86
					Account Total	227,916.86
	Received not Vouchered Clrg					
	ADAMSON POLICE PRODUCTS	00001	1023276	422941	7/21/2022	268.80
	ADAMSON POLICE PRODUCTS	00001	1023277	422941	7/21/2022	24.26
	ADAMSON POLICE PRODUCTS	00001	1023278	422941	7/21/2022	224.94
	ADAMSON POLICE PRODUCTS	00001	1023279	422941	7/21/2022	6.95
	ADAMSON POLICE PRODUCTS	00001	1023280	422941	7/21/2022	90.00
	ADAMSON POLICE PRODUCTS	00001	1023281	422941	7/21/2022	233.98
	ADAMSON POLICE PRODUCTS	00001	1023282	422941	7/21/2022	59.95
	ADVANCED LAUNDRY SYSTEMS	00001	1023384	422950	7/21/2022	515.96
	AJI FENCE LTD	00001	1023358	422946	7/21/2022	54,135.00
	ALLIED UNIVERSAL SECURITY SERV	00001	1023106	422769	7/19/2022	6,671.55
	ALLIED UNIVERSAL SECURITY SERV	00001	1023108	422769	7/19/2022	6,706.74
	ALLIED UNIVERSAL SECURITY SERV	00001	1023109	422769	7/19/2022	5,988.91
	ALLIED UNIVERSAL SECURITY SERV	00001	1023110	422769	7/19/2022	5,714.45
	ALLIED UNIVERSAL SECURITY SERV	00001	1023111	422769	7/19/2022	6,214.11
	ALLIED UNIVERSAL SECURITY SERV	00001	1023112	422769	7/19/2022	1,086.12
	ALLIED UNIVERSAL SECURITY SERV	00001	1023112	422769	7/19/2022	1,086.12
	ALLIED UNIVERSAL SECURITY SERV	00001	1023112	422769	7/19/2022	1,086.12
	ALLIED UNIVERSAL SECURITY SERV	00001	1023114	422769	7/19/2022	5,911.50
	ALLIED UNIVERSAL SECURITY SERV	00001	1023116	422769	7/19/2022	5,362.58
	ALLIED UNIVERSAL SECURITY SERV	00001	1023117	422769	7/19/2022	5,429.72
	ALLIED UNIVERSAL SECURITY SERV	00001	1023118	422769	7/19/2022	6,350.94
	ALLIED UNIVERSAL SECURITY SERV	00001	1023120	422769	7/19/2022	6,115.16
	ALLIED UNIVERSAL SECURITY SERV	00001	1023144	422769	7/19/2022	4,713.43
	ALLIED UNIVERSAL SECURITY SERV	00001	1023145	422769	7/19/2022	4,850.66
	ALLIED UNIVERSAL SECURITY SERV	00001	1023146	422769	7/19/2022	4,171.55
	ALLIED UNIVERSAL SECURITY SERV	00001	1023147	422769	7/19/2022	4,830.25
	APEX SYSTEMS GROUP LLC	00001	1023375	422950	7/21/2022	4,622.22
	APEX SYSTEMS GROUP LLC	00001	1023376	422950	7/21/2022	3,095.86
	APEX SYSTEMS GROUP LLC	00001	1023377	422950	7/21/2022	3,832.80
	APEX SYSTEMS GROUP LLC	00001	1023378	422950	7/21/2022	5,626.48
	BAYAUD ENTERPRISES INC	00001	1023269	422941	7/21/2022	28,422.55

County of Adams
Vendor Payment Report

<u>1</u>	<u>General Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	BAYAUD ENTERPRISES INC	00001	1023270	422941	7/21/2022	21,732.93
	BREAK THRU BEVERAGE	00001	1023333	422946	7/21/2022	3,150.97
	BREAK THRU BEVERAGE	00001	1023333	422946	7/21/2022	1,085.32
	CA SHORT COMPANY	00001	1023335	422946	7/21/2022	575.31
	CA SHORT COMPANY	00001	1023336	422946	7/21/2022	714.28
	CA SHORT COMPANY	00001	1023337	422946	7/21/2022	18,471.00
	COCREATE COEVOLVE LLC	00001	1023149	422776	7/19/2022	125.00
	COCREATE COEVOLVE LLC	00001	1023149	422776	7/19/2022	125.00
	COCREATE COEVOLVE LLC	00001	1023149	422776	7/19/2022	250.00
	COCREATE COEVOLVE LLC	00001	1023149	422776	7/19/2022	250.00
	COLORADO POVERTY LAW PROJECT	00001	1023323	422946	7/21/2022	4,898.12
	COLORADO POVERTY LAW PROJECT	00001	1023324	422946	7/21/2022	3,420.48
	COVETRUS PHARMACY SERVICES LLC	00001	1023345	422946	7/21/2022	640.80
	DHM DESIGNS	00001	1023263	422941	7/21/2022	22,224.40
	DHM DESIGNS	00001	1023264	422941	7/21/2022	18,536.70
	DHM DESIGNS	00001	1023265	422941	7/21/2022	12,333.92
	DHM DESIGNS	00001	1023266	422941	7/21/2022	70,059.15
	GALLS LLC	00001	1023283	422941	7/21/2022	239.35
	GALLS LLC	00001	1023284	422941	7/21/2022	213.00
	GALLS LLC	00001	1023285	422941	7/21/2022	52.20
	GALLS LLC	00001	1023286	422941	7/21/2022	502.85
	GALLS LLC	00001	1023287	422941	7/21/2022	107.30
	GALLS LLC	00001	1023288	422941	7/21/2022	52.65
	GALLS LLC	00001	1023289	422941	7/21/2022	54.30
	GALLS LLC	00001	1023290	422941	7/21/2022	73.00
	GALLS LLC	00001	1023291	422941	7/21/2022	223.10
	GALLS LLC	00001	1023292	422941	7/21/2022	107.30
	GALLS LLC	00001	1023293	422941	7/21/2022	223.10
	GALLS LLC	00001	1023294	422941	7/21/2022	52.00
	GALLS LLC	00001	1023295	422941	7/21/2022	52.00
	GALLS LLC	00001	1023296	422941	7/21/2022	54.40
	GALLS LLC	00001	1023297	422941	7/21/2022	212.60
	GALLS LLC	00001	1023298	422941	7/21/2022	107.30
	GALLS LLC	00001	1023299	422941	7/21/2022	54.65
	GALLS LLC	00001	1023300	422941	7/21/2022	52.20
	GALLS LLC	00001	1023301	422941	7/21/2022	54.65

County of Adams
Vendor Payment Report

<u>1</u>	<u>General Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	GALLS LLC	00001	1023302	422941	7/21/2022	30.00
	GALLS LLC	00001	1023303	422941	7/21/2022	8.50
	GALLS LLC	00001	1023304	422941	7/21/2022	55.30
	GALLS LLC	00001	1023305	422941	7/21/2022	105.19
	GALLS LLC	00001	1023306	422941	7/21/2022	492.42
	GALLS LLC	00001	1023307	422941	7/21/2022	170.00
	GALLS LLC	00001	1023308	422941	7/21/2022	119.10
	GALLS LLC	00001	1023309	422941	7/21/2022	262.80
	GALLS LLC	00001	1023310	422941	7/21/2022	52.65
	GALLS LLC	00001	1023311	422941	7/21/2022	115.50
	GALLS LLC	00001	1023312	422941	7/21/2022	111.50
	GE JOHNSON CONSTRUCTION CO	00001	1023338	422946	7/21/2022	78,164.80
	HIGH COUNTRY BEVERAGE	00001	1023331	422946	7/21/2022	800.25
	HIGH COUNTRY BEVERAGE	00001	1023332	422946	7/21/2022	1,100.00
	HILL & ROBBINS	00001	1023259	422941	7/21/2022	2,666.61
	JACHIMIAK PETERSON KUMMER LLC	00001	1023260	422941	7/21/2022	1,131.00
	MAINTENANCE CHEF LLC	00001	1023212	422858	7/20/2022	445.00
	MAINTENANCE CHEF LLC	00001	1023213	422858	7/20/2022	684.51
	MARATHON LEADERSHIP LLC	00001	1023121	422769	7/19/2022	2,250.00
	MARATHON LEADERSHIP LLC	00001	1023399	422962	7/21/2022	1,850.00
	MILE HIGH GOLF CARS	00001	1023370	422946	7/21/2022	2,870.00
	MWI ANIMAL HEALTH	00001	1023327	422946	7/21/2022	1,604.84
	MWI ANIMAL HEALTH	00001	1023327	422946	7/21/2022	3,485.13
	MWI ANIMAL HEALTH	00001	1023328	422946	7/21/2022	975.34
	MWI ANIMAL HEALTH	00001	1023329	422946	7/21/2022	362.71
	OFFICESCAPES OF DENVER LLLP	00001	1023368	422946	7/21/2022	17,220.21
	PRO FORCE LAW ENFORCEMENT	00001	1023388	422950	7/21/2022	10,664.04
	PUSH PEDAL PULL INC	00001	1023387	422950	7/21/2022	5,120.60
	REDDY ICE CORPORATION	00001	1023389	422950	7/21/2022	10,110.00
	ROCKY MOUNTAIN PERFORMANCE EXC	00001	1023380	422950	7/21/2022	10,000.00
	ROMEO ENTERTAINMENT GROUP INC	00001	1023398	422962	7/21/2022	40,401.64
	SANITY SOLUTIONS INC	00001	1022991	422593	7/15/2022	33,836.75
	SANITY SOLUTIONS INC	00001	1022991	422593	7/15/2022	63,873.76
	SOUTHWESTERN PAINTING	00001	1023208	422858	7/20/2022	1,890.00
	SOUTHWESTERN PAINTING	00001	1023209	422858	7/20/2022	1,143.00
	SOUTHWESTERN PAINTING	00001	1023210	422858	7/20/2022	14,475.00

County of Adams
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<u>1</u>	<u>General Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	SOUTHWESTERN PAINTING	00001	1023211	422858	7/20/2022	6,538.00
	SOUTHWESTERN PAINTING	00001	1023397	422962	7/21/2022	27,522.00
	SUMMIT FOOD SERVICE LLC	00001	1023385	422950	7/21/2022	8,821.43
	SWIRE COCA-COLA USA	00001	1023334	422946	7/21/2022	953.60
	TK ELEVATOR	00001	1023391	422950	7/21/2022	78,877.64
	TOUCH SONIC TECHNOLOGIES INC	00001	1023386	422950	7/21/2022	17,280.00
	TRI STATE FIREWORKS INC	00001	1023373	422950	7/21/2022	48,000.00
	TRINITY SERVICES GROUP INC	00001	1023381	422950	7/21/2022	5,022.72
	TRINITY SERVICES GROUP INC	00001	1023382	422950	7/21/2022	1,687.08
	TRINITY SERVICES GROUP INC	00001	1023383	422950	7/21/2022	1,687.49
	WAGNER RENTS INC	00001	1023372	422950	7/21/2022	4,999.49
	WOLD ARCHITECTS AND ENGINEERS	00001	1023395	422962	7/21/2022	5,919.38
					Account Total	880,487.97
	Retainages Payable					
	GE JOHNSON CONSTRUCTION CO	00001	1023338	422946	7/21/2022	3,908.24-
	TK ELEVATOR	00001	1023391	422950	7/21/2022	3,943.88-
					Account Total	7,852.12-
					Department Total	1,100,552.71

County of Adams
Vendor Payment Report

<u>5026</u>	<u>Golf Course- Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Telephone					
	PROFESSIONAL RECREATION MGMT I	00005	1023219	422861	7/20/2022	<u>242.57</u>
					Account Total	<u>242.57</u>
					Department Total	<u><u>242.57</u></u>

County of Adams
Vendor Payment Report

<u>5021</u>	<u>Golf Course- Pro Shop</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	PROFESSIONAL RECREATION MGMT I	00005	1023219	422861	7/20/2022	495.00
					Account Total	495.00
	Golf Carts					
	PROFESSIONAL RECREATION MGMT I	00005	1023219	422861	7/20/2022	899.45
					Account Total	899.45
	Golf Merchandise					
	PROFESSIONAL RECREATION MGMT I	00005	1023219	422861	7/20/2022	435.44
	PROFESSIONAL RECREATION MGMT I	00005	1023219	422861	7/20/2022	470.00
	PROFESSIONAL RECREATION MGMT I	00005	1023219	422861	7/20/2022	1,205.78
	PROFESSIONAL RECREATION MGMT I	00005	1023219	422861	7/20/2022	760.83
	PROFESSIONAL RECREATION MGMT I	00005	1023219	422861	7/20/2022	905.28
					Account Total	3,777.33
	Insurance Premiums					
	PROFESSIONAL RECREATION MGMT I	00005	1023219	422861	7/20/2022	62.21
					Account Total	62.21
	Janitorial Services					
	PROFESSIONAL RECREATION MGMT I	00005	1023219	422861	7/20/2022	1,218.71
					Account Total	1,218.71
	Minor Equipment					
	PROFESSIONAL RECREATION MGMT I	00005	1023219	422861	7/20/2022	6,315.30
	PROFESSIONAL RECREATION MGMT I	00005	1023219	422861	7/20/2022	944.00
					Account Total	7,259.30
	Security Service					
	PROFESSIONAL RECREATION MGMT I	00005	1023219	422861	7/20/2022	1,417.57
					Account Total	1,417.57
	Telephone					
	PROFESSIONAL RECREATION MGMT I	00005	1023219	422861	7/20/2022	101.98
					Account Total	101.98
					Department Total	<u>15,231.55</u>

County of Adams
Vendor Payment Report

<u>31</u>	<u>Head Start Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	HOLADOCTOR INC	00031	1023325	422946	7/21/2022	37.44
	HOLADOCTOR INC	00031	1023326	422946	7/21/2022	24.66
					Account Total	<u>62.10</u>
					Department Total	<u><u>62.10</u></u>

County of Adams
Vendor Payment Report

<u>935122</u>	<u>HHS Grant</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Rental					
	MAIKER HOUSING PARTNERS	00031	1022996	422659	7/18/2022	<u>10,952.00</u>
					Account Total	<u>10,952.00</u>
					Department Total	<u><u>10,952.00</u></u>

County of Adams
Vendor Payment Report

<u>2028</u>	<u>HIDTA Grant - NMTF</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grants to Other Instit					
	NORTH METRO TASK FORCE	00001	1023046	422739	7/19/2022	41,185.28
	NORTH METRO TASK FORCE	00001	1023402	422970	7/21/2022	98,332.60
					Account Total	<u>139,517.88</u>
					Department Total	<u><u>139,517.88</u></u>

County of Adams
Vendor Payment Report

<u>8622</u>	<u>Insurance -Benefits & Wellness</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	HEALING WORDS COUNSELING LLC	00019	1023052	422744	7/19/2022	1,050.00
	MINES & ASSOCIATES PC	00019	1023053	422744	7/19/2022	750.00
	OPTUM BANK	00019	1023061	422752	7/19/2022	316.25
					Account Total	<u>2,116.25</u>
					Department Total	<u><u>2,116.25</u></u>

County of Adams
Vendor Payment Report

<u>19</u>	<u>Insurance Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	CAREHERE LLC	00019	1023261	422941	7/21/2022	36,271.44
	CAREHERE LLC	00019	1023262	422941	7/21/2022	10,719.46
	COLO FRAME & SUSPENSION	00019	1023340	422946	7/21/2022	8,584.12
	RITSEMA LAW LLC	00019	1023339	422946	7/21/2022	560.00
	SGR	00019	1023343	422946	7/21/2022	5,372.67
	SGR	00019	1023344	422946	7/21/2022	6,153.92
	TRISTAR RISK MANAGEMENT	00019	1023132	422769	7/19/2022	480.00
	TRISTAR RISK MANAGEMENT	00019	1023133	422769	7/19/2022	19,136.25
					Account Total	87,277.86
					Department Total	87,277.86

County of Adams
Vendor Payment Report

<u>8611</u>	<u>Insurance- Property/Casualty</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Auto Physical Damage					
	THE ARTWORKS UNLIMITED LLC	00019	1023124	422770	7/19/2022	585.00
					Account Total	585.00
	General Liab - Other than Prop					
	ELKUS & SISSON PC AND	00019	1023059	422750	7/19/2022	759.50
	HANSEN LITIGATION SERVICES	00019	1023060	422750	7/19/2022	364.80
					Account Total	1,124.30
	Insurance Premiums					
	EXPERIAN INFORMATION SOLUTIONS	00019	1023125	422770	7/19/2022	118.60
					Account Total	118.60
	Prop Claims-Under Deduct					
	AJI FENCE LTD	00019	1023126	422770	7/19/2022	6,765.00
					Account Total	6,765.00
					Department Total	8,592.90

County of Adams
Vendor Payment Report

<u>6202</u>	<u>Open Space Tax- Grants</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grants to Other Instit					
	AURORA CITY OF	00028	1022492	422389	7/13/2022	775,000.00
	BIRD CONSERVANCY OF THE ROCKIE	00028	1023085	422763	7/19/2022	34,465.13
					Account Total	809,465.13
					Department Total	809,465.13

County of Adams
Vendor Payment Report

<u>1015</u>	<u>People Services</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Insurance Premiums					
	BUSSARD REX	00001	1023071	422759	7/19/2022	<u>300.00</u>
					Account Total	<u>300.00</u>
					Department Total	<u><u>300.00</u></u>

County of Adams
Vendor Payment Report

<u>5010</u>	<u>PKS- Fair</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Fair Expenses-General					
	ANIMAL CRACKER CONSPIRACY	00001	1023009	422730	7/19/2022	7,000.00
	BARTON MICHAEL	00001	1023234	422872	7/20/2022	150.00
	BOGAN JOAN	00001	1023235	422872	7/20/2022	150.00
	CHRISTIAN VICKI	00001	1023236	422872	7/20/2022	150.00
	CRAMER STEPHEN S	00001	1023237	422872	7/20/2022	150.00
	CYR RENEE MICHELE	00001	1023010	422730	7/19/2022	1,000.00
	DAVEY SHANAN	00001	1023075	422760	7/19/2022	100.00
	DAVEY SHANAN	00001	1023076	422760	7/19/2022	400.00
	EWING DEBORAH JUNE	00001	1023238	422872	7/20/2022	150.00
	FINNING DENISE M	00001	1023011	422730	7/19/2022	1,000.00
	FRITZ BENJAMIN	00001	1023074	422760	7/19/2022	500.00
	GLASER JUDITH H	00001	1023077	422760	7/19/2022	300.00
	HETTINGER KATHLEEN S	00001	1023239	422872	7/20/2022	150.00
	MARIACHI VOCES MEXICANAS	00001	1022995	422657	7/18/2022	1,950.00
	MCLAUGHLIN MEGHAN ANNE	00001	1023078	422760	7/19/2022	300.00
	MOORE MEREDITH	00001	1023079	422760	7/19/2022	150.00
	MURDOCH BRUCE	00001	1023080	422760	7/19/2022	225.00
	NURF TERF LLC	00001	1023012	422730	7/19/2022	5,000.00
	PARKS JERELD M	00001	1023081	422760	7/19/2022	200.00
	PETERSON MICHELLE	00001	1023240	422872	7/20/2022	150.00
	PHIPPEN ANNELIESE	00001	1023241	422872	7/20/2022	150.00
	QUEEN LARRY	00001	1023082	422760	7/19/2022	200.00
	SCHOOL OF ROCK BROOMFIELD	00001	1022994	422657	7/18/2022	500.00
	SOLENERGER DIANA	00001	1023242	422872	7/20/2022	150.00
					Account Total	20,175.00
	Security Service					
	CODE 4 SECURITY SERVICES LLC	00001	1022893	422474	7/14/2022	467.22
					Account Total	467.22
					Department Total	20,642.22

County of Adams
Vendor Payment Report

<u>5012</u>	<u>PKS- Regional Complex</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Improv Other Than Bldgs					
	SOUTHWESTERN PAINTING	00001	1022971	422502	7/14/2022	5,334.00
	SOUTHWESTERN PAINTING	00001	1022972	422502	7/14/2022	9,708.00
					Account Total	<u>15,042.00</u>
					Department Total	<u><u>15,042.00</u></u>

County of Adams
Vendor Payment Report

<u>1089</u>	<u>PLN- Boards & Commissions</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	DUPRIEST JOHN FIELDEN	00001	1023244	422876	7/20/2022	65.00
	FOREST SEAN	00001	1023245	422876	7/20/2022	65.00
	GARNER, ROSIE	00001	1023246	422876	7/20/2022	65.00
	HERRERA, AARON	00001	1023247	422876	7/20/2022	65.00
	RICHARDSON SHARON	00001	1023248	422876	7/20/2022	65.00
					Account Total	325.00
					Department Total	325.00

County of Adams
Vendor Payment Report

<u>1082</u>	<u>PLN- Development Review</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Software and Licensing CIVICPLUS llc	00001	1022070	421753	7/6/2022	10,100.00
					Account Total	10,100.00
					Department Total	10,100.00

County of Adams
Vendor Payment Report

<u>3058</u>	<u>PW - ADA Transition Implement.</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Road & Streets					
	8150 - 8160 STEELE ST LLC	00013	1023041	422737	7/19/2022	810.00
	AGUIRRE TOMASA	00013	1023042	422737	7/19/2022	1,450.00
	BARRON SANTIAGO	00013	1023043	422737	7/19/2022	1,600.00
	CHAVEZ MELECIO	00013	1023044	422737	7/19/2022	1,780.00
	WILKINS JOSEPH K	00013	1023045	422737	7/19/2022	500.00
					Account Total	6,140.00
					Department Total	6,140.00

County of Adams
Vendor Payment Report

<u>3056</u>	<u>PW - Capital Improvement Plan</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Land					
	HC PECK & ASSOCIATES INC	00013	1023038	422736	7/19/2022	27,926.00
	HC PECK & ASSOCIATES INC	00013	1023039	422736	7/19/2022	295,813.00
	HC PECK & ASSOCIATES INC	00013	1023040	422736	7/19/2022	589,344.00
					Account Total	913,083.00
					Department Total	913,083.00

County of Adams
Vendor Payment Report

<u>3090</u>	<u>PW - GF Drainage Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Infrastruc Rep & Maint					
	INDUSTRIAL PIPE SOLUTIONS	00001	1023047	422740	7/19/2022	<u>125.00</u>
					Account Total	<u>125.00</u>
					Department Total	<u><u>125.00</u></u>

County of Adams
Vendor Payment Report

<u>3031</u>	<u>PW - Operations & Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	UNITED POWER (UNION REA)	00013	1022526	422392	7/13/2022	23.16
	UNITED POWER (UNION REA)	00013	1022528	422392	7/13/2022	101.56
	UNITED POWER (UNION REA)	00013	1022529	422392	7/13/2022	16.50
	UNITED POWER (UNION REA)	00013	1022530	422392	7/13/2022	16.50
	UNITED POWER (UNION REA)	00013	1022531	422392	7/13/2022	16.50
	UNITED POWER (UNION REA)	00013	1022533	422392	7/13/2022	313.39
	UNITED POWER (UNION REA)	00013	1022534	422392	7/13/2022	45.73
	UNITED POWER (UNION REA)	00013	1022536	422392	7/13/2022	94.50
	UNITED POWER (UNION REA)	00013	1022537	422392	7/13/2022	32.85
	UNITED POWER (UNION REA)	00013	1022538	422392	7/13/2022	34.00
	UNITED POWER (UNION REA)	00013	1022539	422392	7/13/2022	142.27
	UNITED POWER (UNION REA)	00013	1022540	422392	7/13/2022	20.05
	UNITED POWER (UNION REA)	00013	1022541	422392	7/13/2022	45.41
	UNITED POWER (UNION REA)	00013	1022542	422392	7/13/2022	78.50
	UNITED POWER (UNION REA)	00013	1022543	422392	7/13/2022	80.58
	UNITED POWER (UNION REA)	00013	1022544	422392	7/13/2022	48.60
	UNITED POWER (UNION REA)	00013	1022545	422392	7/13/2022	34.05
	UNITED POWER (UNION REA)	00013	1022546	422392	7/13/2022	33.00
	UNITED POWER (UNION REA)	00013	1022547	422392	7/13/2022	48.28
	UNITED POWER (UNION REA)	00013	1022548	422392	7/13/2022	33.00
	UNITED POWER (UNION REA)	00013	1022549	422392	7/13/2022	36.00
	UNITED POWER (UNION REA)	00013	1022550	422392	7/13/2022	88.49
	XCEL ENERGY	00013	1022551	422392	7/13/2022	80.63
	XCEL ENERGY	00013	1022552	422392	7/13/2022	23.80
	XCEL ENERGY	00013	1022553	422392	7/13/2022	221.66
	XCEL ENERGY	00013	1022554	422392	7/13/2022	53.96
	XCEL ENERGY	00013	1022555	422392	7/13/2022	24.18
	XCEL ENERGY	00013	1022556	422392	7/13/2022	277.91
	XCEL ENERGY	00013	1022557	422392	7/13/2022	138.81
	XCEL ENERGY	00013	1022558	422392	7/13/2022	47.64
	XCEL ENERGY	00013	1022559	422392	7/13/2022	169.48
	XCEL ENERGY	00013	1022560	422392	7/13/2022	71,856.44
	XCEL ENERGY	00013	1022561	422392	7/13/2022	10,698.56
					Account Total	84,975.99
					Department Total	84,975.99

County of Adams
Vendor Payment Report

13	Road & Bridge Fund	Fund	Voucher	Batch No	GL Date	Amount
	Received not Vouchered Clrg					
	ALBERT FREI & SONS INC	00013	1023362	422946	7/21/2022	7,320.92
	ALBERT FREI & SONS INC	00013	1023363	422946	7/21/2022	7,585.14
	ALBERT FREI & SONS INC	00013	1023364	422946	7/21/2022	656.80
	ALBERT FREI & SONS INC	00013	1023365	422946	7/21/2022	2,807.13
	ALBERT FREI & SONS INC	00013	1023366	422946	7/21/2022	8,189.83
	ALBERT FREI & SONS INC	00013	1023367	422946	7/21/2022	5,425.22
	DESIGN WORKSHOP	00013	1023274	422941	7/21/2022	9,478.95
	EP&A ENVIROTAC INC	00013	1023371	422950	7/21/2022	18,102.50
	GEOCAL INC	00013	1023318	422946	7/21/2022	1,108.15
	GMCO CORPORATION	00013	1023347	422946	7/21/2022	14,147.92
	GMCO CORPORATION	00013	1023348	422946	7/21/2022	12,115.85
	GMCO CORPORATION	00013	1023348	422946	7/21/2022	1,000.00
	GMCO CORPORATION	00013	1023349	422946	7/21/2022	14,615.70
	GMCO CORPORATION	00013	1023350	422946	7/21/2022	2,402.40
	GMCO CORPORATION	00013	1023351	422946	7/21/2022	7,602.38
	GMCO CORPORATION	00013	1023352	422946	7/21/2022	8,721.08
	JK TRANSPORTS INC	00013	1023353	422946	7/21/2022	1,781.25
	JK TRANSPORTS INC	00013	1023354	422946	7/21/2022	9,360.00
	JK TRANSPORTS INC	00013	1023355	422946	7/21/2022	12,108.63
	JK TRANSPORTS INC	00013	1023356	422946	7/21/2022	12,078.01
	JK TRANSPORTS INC	00013	1023357	422946	7/21/2022	19,064.07
	JR ENGINEERING LTD	00013	1023272	422941	7/21/2022	1,250.00
	JR ENGINEERING LTD	00013	1023273	422941	7/21/2022	480.00
	KUMAR & ASSOCIATES INC	00013	1023369	422946	7/21/2022	659.00
	KUMAR & ASSOCIATES INC	00013	1023271	422941	7/21/2022	281.50
	LUMIN8 TRANSPORTATION TECHNOLO	00013	1023320	422946	7/21/2022	8,233.68
	MARTIN MARTIN CONSULTING ENGIN	00013	1023321	422946	7/21/2022	17,812.50
	MARTIN MARTIN CONSULTING ENGIN	00013	1023322	422946	7/21/2022	72,515.50
	OUTTA CONTROL DESIGNS	00013	1023360	422946	7/21/2022	334.96
	OUTTA CONTROL DESIGNS	00013	1023361	422946	7/21/2022	2,002.70
	OUTTA CONTROL DESIGNS	00013	1023361	422946	7/21/2022	3,113.58
	SCOTT CONTRACTING	00013	1023319	422946	7/21/2022	325,224.28
					Account Total	607,579.63

Retainages Payable

County of Adams
Vendor Payment Report

<u>13</u>	<u>Road & Bridge Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	SCOTT CONTRACTING	00013	1023319	422946	7/21/2022	16,261.21-
					Account Total	16,261.21-
					Department Total	591,318.42

County of Adams
Vendor Payment Report

<u>94</u>	<u>Sheriff Payables</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Brain Trust					
	COLO DEPT OF HUMAN SERVICES	00094	1022973	422503	7/14/2022	1,170.00
					Account Total	1,170.00
	Family Friendly Fee					
	COLO JUDICIAL DEPT	00094	1022975	422503	7/14/2022	152.00
					Account Total	152.00
	State Surcharge					
	CLERK OF THE COUNTY COURT	00094	1022974	422503	7/14/2022	1,520.00
					Account Total	1,520.00
					Department Total	2,842.00

County of Adams
Vendor Payment Report

<u>2011</u>	<u>SHF- Admin Services Division</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Concealed Handgun Permit Fees					
	ALLEN AUDREY	00001	1023092	422764	7/19/2022	100.00
					Account Total	100.00
	Other Professional Serv					
	COLO INFORMATION SHARING CONSO	00001	1023095	422764	7/19/2022	8,140.00
	ROCKY MOUNTAIN PARKING LOT SER	00001	1023101	422764	7/19/2022	720.00
					Account Total	8,860.00
	Public Relations					
	CASA OF ADAMS & BROOMFIELD COU	00001	1023094	422764	7/19/2022	7,500.00
					Account Total	7,500.00
					Department Total	16,460.00

County of Adams
Vendor Payment Report

<u>2015</u>	<u>SHF- Civil Section</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Sheriff's Fees					
	ABC LEGAL SERVICES	00001	1023025	422725	7/19/2022	19.00
	ALVAREZ ZUNIGA ALMA	00001	1023019	422725	7/19/2022	19.00
	AMERICAN EAGLE ATTORNEY SERVIC	00001	1023023	422725	7/19/2022	19.00
	ANTHONY BENJAMIN FRANCIS	00001	1023016	422725	7/19/2022	19.00
	BRINGING JUSTICE HOME	00001	1023015	422725	7/19/2022	19.00
	CONNOLLY LAW FIRM	00001	1023007	422725	7/19/2022	19.00
	DURANGO CREDIT AND COLLECTION	00001	1023024	422725	7/19/2022	19.00
	FURR KATRINA CANDIA	00001	1023014	422725	7/19/2022	19.00
	GPS SERVERS LLC	00001	1023032	422725	7/19/2022	19.00
	GPS SERVERS LLC	00001	1023033	422725	7/19/2022	19.00
	GPS SERVERS LLC	00001	1023034	422725	7/19/2022	19.00
	HALL LAWANDA MONIQUE	00001	1023017	422725	7/19/2022	19.00
	HOLST AND BOETTCHER	00001	1023089	422725	7/19/2022	19.00
	JORDAN ASHLEY N	00001	1023088	422725	7/19/2022	52.00
	MICHAEL J BELFONTE PC	00001	1023013	422725	7/19/2022	19.00
	MONTOYA LISA MARIE	00001	1023020	422725	7/19/2022	19.00
	MOORE LAW GROUP APC	00001	1023026	422725	7/19/2022	19.00
	NELSON AND KENNARD	00001	1023030	422725	7/19/2022	19.00
	NELSON AND KENNARD	00001	1023031	422725	7/19/2022	19.00
	RAY L HUGHES ATTORNEY AT LAW	00001	1023028	422725	7/19/2022	19.00
	RAY L HUGHES ATTORNEY AT LAW	00001	1023029	422725	7/19/2022	19.00
	RUEGSEGGER SIMONS & STERN LLC	00001	1023035	422725	7/19/2022	10.00
	RUEGSEGGER SIMONS & STERN LLC	00001	1023036	422725	7/19/2022	10.00
	RUEGSEGGER SIMONS & STERN LLC	00001	1023037	422725	7/19/2022	79.00
	SEUBERT MATTHEW	00001	1023018	422725	7/19/2022	19.00
	SHARP RUTH A	00001	1023022	422725	7/19/2022	19.00
	TAG PROCESS SERVICE	00001	1023027	422725	7/19/2022	19.00
					Account Total	588.00
					Department Total	588.00

County of Adams
Vendor Payment Report

<u>2075</u>	<u>SHF- Commissary Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	METRO TRANSPORTATION PLANNING	00001	1023096	422764	7/19/2022	5,010.30
	TYGRETT DEBRA R	00001	1023097	422764	7/19/2022	500.00
					Account Total	<u>5,510.30</u>
					Department Total	<u><u>5,510.30</u></u>

County of Adams
Vendor Payment Report

<u>2018</u>	<u>SHF- Records/Warrants Section</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Extraditions					
	ADAMS COUNTY SHERIFF	00001	1023091	422764	7/19/2022	1,925.06
					Account Total	1,925.06
					Department Total	1,925.06

County of Adams
Vendor Payment Report

<u>7</u>	<u>Stormwater Utility Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Cllrg DREXEL BARRELL & CO	00007	1023267	422941	7/21/2022	8,555.00
					Account Total	8,555.00
					Department Total	8,555.00

County of Adams
Vendor Payment Report

<u>4011</u>	<u>Tri County Health</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grants to Other Instit					
	TRI COUNTY HEALTH DEPT	00001	1023231	422868	7/20/2022	6,295.77
	TRI COUNTY HEALTH DEPT	00001	1023232	422868	7/20/2022	8,762.15
					Account Total	<u>15,057.92</u>
					Department Total	<u><u>15,057.92</u></u>

County of Adams
Vendor Payment Report

<u>99240</u>	<u>Upskilling Program</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Supp Svcs-Incentives					
	JOHNSON DION TERELL	00035	1022480	422384	7/13/2022	40.00
					Account Total	40.00
					Department Total	40.00

County of Adams
Vendor Payment Report

<u>9291</u>	<u>Veterans Service Office</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grants to Other Instit					
	ARAPAHOE COUNTY COMMUNITY RESO	00001	1023223	422864	7/20/2022	3,926.54
	ARAPAHOE COUNTY COMMUNITY RESO	00001	1023224	422864	7/20/2022	2,582.24
	ARAPAHOE COUNTY COMMUNITY RESO	00001	1023225	422864	7/20/2022	3,225.41
					Account Total	<u>9,734.19</u>
					Department Total	<u><u>9,734.19</u></u>

County of Adams
Vendor Payment Report

<u>4316</u>	<u>Wastewater Treatment Plant</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Equipment Maint & Repair					
	ALBERTS WATER & WASTEWATER SER	00043	1023138	422773	7/19/2022	22.50
	ALBERTS WATER & WASTEWATER SER	00043	1023138	422773	7/19/2022	20.00
	ALBERTS WATER & WASTEWATER SER	00043	1023138	422773	7/19/2022	385.00
	ALBERTS WATER & WASTEWATER SER	00043	1023138	422773	7/19/2022	260.00
	ALBERTS WATER & WASTEWATER SER	00043	1023138	422773	7/19/2022	292.00
					Account Total	979.50
					Department Total	979.50

County of Adams
Vendor Payment Report

<u>97200</u>	<u>WIOA ADULT PROGRAM</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Clnt Trng-Tuition					
	MEDISENSE	00035	1022479	422384	7/13/2022	2,850.00
	NUAGE PARAMEDICAL ESTHETICS	00035	1022626	422384	7/13/2022	5,000.00
	UNIVERSITY OF CO AT DENVER	00035	1022993	422654	7/18/2022	6,000.00
					Account Total	13,850.00
					Department Total	13,850.00

County of Adams
Vendor Payment Report

<u>35</u>	<u>Workforce & Business Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	EXPRESS SERVICES INC	00035	1023313	422946	7/21/2022	13,535.57
	EXPRESS SERVICES INC	00035	1023314	422946	7/21/2022	12,230.32
	EXPRESS SERVICES INC	00035	1023315	422946	7/21/2022	12,680.56
	EXPRESS SERVICES INC	00035	1023316	422946	7/21/2022	12,818.43
	EXPRESS SERVICES INC	00035	1023317	422946	7/21/2022	13,344.63
					Account Total	<u>64,609.51</u>
					Department Total	<u><u>64,609.51</u></u>

County of Adams
Vendor Payment Report

Grand Total 6,253,491.38



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

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

**Tuesday
July 26, 2022
9:30 AM**

1. ROLL CALL

Rollcall

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

Excused: 1 - Commissioner Baca

2. PLEDGE OF ALLEGIANCE

3. MOTION TO APPROVE AGENDA

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

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

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

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

Aye: 4 - Commissioner Henry, Commissioner Tedesco, Commissioner Pinter, and Commissioner O'Dorizio

- A. List of Expenditures Under the Dates of July 11-15, 2022
- B. Minutes of the Commissioners' Proceedings from July 19, 2022
- C. Resolution Approving the 2022 Annual Action Plan
- D. Resolution Accepting a Grant of Easement from Balboa Park Homes Association to Adams County for the Colorado Agricultural Ditch
- E. Resolution Accepting a Grant of Easement from Joshua A. Salz to Adams County for the Colorado Agricultural Ditch
- F. Resolution Accepting a Grant of Easement from Pia Silletto to Adams County for the Lower Clear Creek Ditch
- G. Resolution Accepting a Grant of Easement from Harick Inc to Adams County for the Lower Clear Creek Ditch
- H. Resolution Approving the Lease Agreement between the Adams County Board of Commissioners on behalf of Adams County Head Start and the Westminster Presbyterian Church 2022-2025
- I. Resolution Adopting Hearing Officer's Recommendations for Decision Regarding Property Tax Abatement Petitions
- J. Resolution Authorizing the Distribution of the 2022 Community Enrichment Grant Funds
- K. Resolution Approving a Lease Agreement between Adams County and Court Appointed Special Advocates for a Portion of the Pete Mirelez Human Services Center
- L. Resolution Approving Right-of-Way Agreement between Adams County and Leger Investments, LLC for Property Necessary for the York Street Roadway and Drainage Improvements Project from East 78th Avenue to East 88th Avenue
- M. Resolution Approving an Encroachment Agreement between Todd Creek Village Park and Recreation District and Adams County for Improvements in County Right-of-Way

- N. Resolution Accepting a Permanent Drainage Easement from Adams County School District No. 1, a/k/a Mapleton Public Schools to Adams County for Storm Water Drainage Purposes
- O. Resolution Accepting a Warranty Deed from the Max Fisher Trust Dated November 15, 2005, to Adams County for Right-of-Way Purposes for E. 96th Avenue
- P. Resolution Accepting a Warranty Deed from the Max Fisher Trust Dated November 15, 2005, to Adams County for Right-of-Way Purposes for Prospect Way Road
- Q. Resolution Approving Ambulance Service License for Greater Brighton Fire Rescue District
- R. Resolution Approving Ambulance Service License for PVHC, Inc. dba UCHealth LifeLine
- S. Resolution Approving Amendment One to the Agricultural Lease Agreement with Brad Unruh to Lease the Smith-Heckendorf Open Space
- T. Resolution Approving Amendment One to the Agricultural Lease Agreement with Richard Larson to Lease the Van Scoyk Open Space
- U. Resolution Appointing James Newby to the Workforce Development Board as a Wagner Peyser Representative

7. NEW BUSINESS

A. COUNTY MANAGER

1. Resolution Approving an Agreement between Adams County and Impact Security, LLC, in the Amount of \$719,500.00, for Forced Entry Glass Protection Systems for the Justice Center
A motion was made by Commissioner Pinter, seconded by Commissioner O'Dorisio, that this New Business be approved. The motion carried by the following vote:
Aye: 4 - Commissioner Henry, Commissioner Tedesco, Commissioner Pinter, and Commissioner O'Dorisio
2. Resolution Approving Change Order Eight (Amendment Four) to the Agreement between Adams County and Jalisco International, Inc., in the Amount of \$143,299.50, for the Lowell Boulevard, Clear Creek Avenue Project
A motion was made by Commissioner O'Dorisio, seconded by Commissioner Pinter, that this New Business be approved. The motion carried by the following vote:

Aye: 4 - Commissioner Henry, Commissioner Tedesco, Commissioner Pinter, and Commissioner O'Dorizio

B. COUNTY ATTORNEY

1. Resolution Approving Intergovernmental Agreement – Tri-County Public Health Department Dissolution

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

Aye: 4 - Commissioner Henry, Commissioner Tedesco, Commissioner Pinter, and Commissioner O'Dorizio

8. LAND USE HEARINGS

A. Cases to be Heard

1. EXG2022-00002 Stagecoach Inert Fill CD (Continuance)

A motion was made by Commissioner Pinter, seconded by Commissioner O'Dorizio, that this Land Use Hearing be continued to January 24, 2023. The motion carried by the following vote:

Aye: 4 - Commissioner Henry, Commissioner Tedesco, Commissioner Pinter, and Commissioner O'Dorizio

2. RCU2020-00003 Cambodian Buddhist of Colorado Place of Worship Conditional Use Permit

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

Aye: 4 - Commissioner Henry, Commissioner Tedesco, Commissioner Pinter, and Commissioner O'Dorizio

9. ADJOURNMENT

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: August 2, 2022
SUBJECT: Development Agreement with 73 rd Avenue Properties, LLC
FROM: Jenni Hall, Director; Chase Evans, Deputy Director; Jen Rutter, Planning & Development Manager; Greg Labrie, Senior Engineer
AGENCY/DEPARTMENT: Community & Economic Development
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approve the Development Agreement with 73 rd Avenue Properties, LLC which includes a cash-in-lieu payment of \$84,670 for public improvements and a cash escrow deposit or other acceptable collateral in the amount of \$584,854.20 for on-site drainage improvements.

BACKGROUND:

The Development Agreement requires the owner of the properties located at 1253, 1161, and 1051 E. 73rd Avenue, 73rd Avenue Properties, LLC (“Developer”), to pay cash-in-lieu for the public street improvements and to provide collateral to guarantee compliance with the Development Agreement and construction of the on-site drainage improvements.

The on-site drainage improvements consist of storm drainage infrastructure as described in Exhibit “B” of the Development Agreement. The public improvements consist of curb, gutter, and sidewalk along 73rd Avenue adjacent to the project site as described in Exhibit “C” of the Development Agreement. The Developer is providing cash-in-lieu for the public improvements on 73rd Avenue as the County already has plans to widen and improve 73rd Avenue and is currently in the design phase for the 73rd Avenue Project.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Attorney’s Office
Public Works

ATTACHED DOCUMENTS:

Development Agreement with 73rd Avenue Properties, LLC
Resolution

FISCAL IMPACT:

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

Fund:
Cost Center:

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

RESOLUTION APPROVING DEVELOPMENT AGREEMENT BETWEEN
ADAMS COUNTY AND
73rd AVENUE PROPERTIES, LLC

Resolution 2022-XXX

WHEREAS, the Adams County Development Standards and Regulations of the County of Adams, State of Colorado, require a developer to enter into a Development Agreement for the construction of certain public and private improvements; and,

WHEREAS, 73rd Avenue Properties, LLC (“Developer”), is the owner of certain real property located at 1253 E. 73rd Avenue, 1161 E. 73rd Avenue and 1051 E. 73rd Avenue Denver, CO, 80229, Parcel Numbers: 0171935302053, 0171935302052, and 0171935302058 (collectively the “Properties”); and,

WHEREAS, it is provided by resolution of the Board of County Commissioners, County of Adams, that the Developer shall enter into a written agreement with the County prior to the final acceptance of public and/or private improvements; and,

WHEREAS, the County and the Developer desire to enter into a Development Agreement for the on-site drainage improvements and public improvements at the Properties in Case No. EGR2022-00017; and,

WHEREAS, the Developer shall be responsible to pay cash-in-lieu for the public improvements along the project site frontage on 73rd Avenue and to provide collateral to guarantee compliance with the Development Agreement and construction of the on-site drainage improvements; and,

WHEREAS, the Adams County Community & Economic Development Department recommends approval of the attached Development Agreement for Case No. EGR2022-00017.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Development Agreement between Adams County and 73rd Avenue Properties, LLC., a copy of which is attached hereto and incorporated herein by this reference, be approved.

BE IT FURTHER RESOLVED that the Chair of the Board of County Commissioners be authorized to execute said Development Agreement on behalf of the County of Adams, State of Colorado.

DEVELOPMENT AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 7 day of July, 2022, between 73rd Ave Properties, LLC, a limited liability company eligible to conduct business in the State of Colorado ("Developer"), whose address is 433 Camden Drive, Suite 1000, Beverly Hills, CA 90210, and the Board of County Commissioners of the County of Adams, State of Colorado ("County"), whose address is 4430 S. Adams County Parkway, Brighton, CO 80601.

The purpose of this Development Agreement is to specify certain improvements to be constructed by Developer pursuant to the terms and conditions of this Agreement.

WITNESSETH:

WHEREAS, Developer is the owner of real property in the County of Adams, State of Colorado, as described in Exhibit A attached hereto, and by this reference made a part hereof (the "Property").

WHEREAS, the County is in the planning phases for a capital improvement road widening project for 73rd Avenue abutting the Property (the "73rd Avenue Project").

WHEREAS, it is provided by resolution of the Board of County Commissioners, County of Adams, State of Colorado, that where designated the Developer shall have entered into a written agreement with the County to install certain improvements.

WHEREAS, in light of the upcoming 73rd Avenue Project and otherwise, the County has determined that the Developer shall provide cash-in-lieu rather than construct the improvements on 73rd Avenue adjacent to the Property.

WHEREAS, to construct the 73rd Avenue Project, the County may require additional right of way along 73rd Avenue to be obtained pursuant the procedures and requirements in the applicable Colorado Revised Statutes.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto promise, covenant, and agree as follows:

1. **Engineering Services.** Developer shall furnish, at its own expense, all engineering and other services in connection with the design and construction of the improvements described and detailed on Exhibit B attached hereto, and by this reference made a part hereof (the "On-Site Improvements").
2. **Drawings and Estimates.** The Developer shall furnish drawings and cost estimates for all On-Site Improvements described and detailed on Exhibit B for approval by the County.
3. **Construction.** Developer shall furnish and construct, at its own expense and in accordance with drawings and materials approved by the County, the On-Site Improvements described and detailed on Exhibit B.
4. **Cash-in-Lieu.** Developer shall furnish to the County a cash escrow deposit with sufficient funds to make all cash-in-lieu payments required pursuant to this Agreement and Developer will furnish evidence of such cash escrow deposit to the County. Said cash escrow deposit shall be sufficient to satisfy the cost of the improvements described in Exhibit C in the amount of \$84,670.
5. **Time for Completion.** The On-Site Improvements shall be completed according to the terms of this Agreement within "construction completion date" appearing in Exhibit B. The Director of Community and Economic Development Department may for good cause grant extension of time for completion of any part or all of the On-Site Improvements appearing on said Exhibit B. Any extension greater than 180 days may be approved only by the Board of County Commissioners. All extensions of time shall be in written form only.
6. **Guarantee of Compliance.** Developer shall furnish to the County a cash escrow deposit or other acceptable collateral, releasable only by the County, to guarantee compliance with this agreement with respect to the On-Site Improvements. Said collateral shall be in the amount

of \$584,854.20, including twenty percent (20%) to cover administration and five percent (5%) per year for the term of the Agreement to cover inflation. Upon completion of said improvements constructed according to the terms of this Agreement and inspection by the County, the collateral shall be released.

Collateral shall be furnished in an amount required and in a form acceptable to the County prior approval of building permit applications BDP22-0651 and BDP22-0652. No certificates of occupancy shall be issued until the On-Site Improvements have been inspected by the County and payment of the cash-in-lieu has been made.

7. **Successors and Assigns.** This Agreement shall be binding upon the heirs, executors, personal representatives, successors, and assigns of the Developer, and shall be deemed a covenant running with the real property as described in **Exhibit A** attached hereto.
8. **Improvements.** The undersigned developer hereby agrees to provide the following improvements, and to dedicate described property.

A. On-Site Improvements

The On-Site improvements include construction of a detention pond and associated facilities. See **Exhibit B** for description, estimated quantities, and estimated construction costs.

9. **Default by Developer.** A default by the Developer shall exist if: (a) Developer fails to construct the On-Site Improvements in substantial compliance with the Plans and the other requirements of this Agreement; (b) Developer fails to complete construction of the On-Site Improvements by the Completion Date provided herein as the same may be extended; (c) Developer fails to cure any noncompliance specified in any written notice of noncompliance within a reasonable time after receipt of the notice of noncompliance; or (d) Developer otherwise breaches or fails to comply with any obligation of Developer under this Agreement.

- A. **Remedies of County.** If the County, after written notice, determines that a default by Developer exists and if Developer fails to cure such default within the time specified by the County the County shall be entitled to: (a) make a draw on the collateral for the amount reasonably determined by the County to be necessary to cure the default in a manner consistent with the approved Plans up to the face amount of the Collateral; and (b) sue the Developer for recovery of any amount necessary to cure the default over and above the amount available in the Collateral provided.

- B. **County Right to Completion of the On-Site Improvements.** The right of the County to complete or cause completion of the On-Site Improvements as herein provided shall include the following rights:

- a. The County shall have the right to complete the On-Site Improvements, in substantial accordance with the plans, the estimated costs, and other requirements of this Agreement, either itself or by contract with a third party or by assignment of its rights to a successor developer who has acquired the Property by purchase, foreclosure, or otherwise.
- b. The County, any contractor under the County, or any such successor developer, their agents, subcontractors and employees shall have the non-exclusive right to enter upon the streets and easements shown on the final plat of the Subdivision and upon any part of the Subdivision owned by Developer for the purpose of completing the On-Site Improvements.

- C. **Use of Funds by County.** Any funds obtained by the County through Collateral, or recovered by the County from Developer by suit or otherwise, shall be used by the County to pay the costs of completion of the On-Site Improvements substantially in accordance with the Plans and the other requirements of this Agreement and to pay the

reasonable costs and expenses of the County in connection with the default by Developer, including reasonable attorneys' fees.

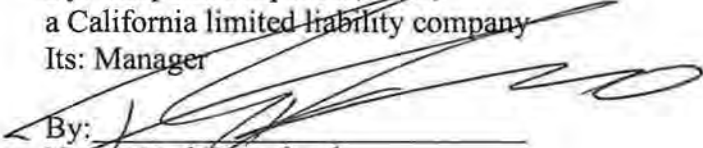
10. **73rd Avenue Project.** The County is planning to widen and improve 73rd Avenue adjacent to this Property through the 73rd Avenue Project, which is currently in the design phase. The Developer and the County have worked together to align the design of the 73rd Avenue Project with the improvements to the Property. The design phase is currently 30% complete. In accordance with the 30% complete design plans, the County does not anticipate needing additional Right-of-Way for 73rd Avenue at the Property.

[Signature pages follow]

Developer: 73rd Ave Properties, LLC
a Colorado limited liability company

By: StarPoint Fund Manager, LLC,
a Delaware limited liability company
Its: Manager

By: Starpoint Properties, LLC,
a California limited liability company
Its: Manager

By: 
Name: Paul Daneshrad
Title: Manager

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On July 7, 2022, before me, Ana C. Limon, Notary Public, personally appeared Paul Daneshrad, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



APPROVED BY resolution at the meeting of _____, 20__.

Collateral to guarantee compliance with this agreement and construction of the On-Site Improvements shall be required in the amount of \$584,854.20. Cash-in-lieu in the amount of \$84,670, is required to satisfy the cost of improvements on 73rd Avenue. No certificates of occupancy shall be issued until said collateral and cash-in-lieu amount is furnished in the amount required and in a form acceptable to the Board of County Commissioners.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO


Clerk of the Board

Chair

Approved as to form

County Attorney

EXHIBIT A
Legal Description

 Exhibit A	<i>First American</i> ISSUED BY First American Title Insurance Company File No: 5506-3745224
---	---

Property Address: 1253 East 73rd Avenue, Denver, CO 80229

File No.: 5506-3745224


The Land referred to herein below is situated in the County of Adams, State of Colorado, and is described as follows:

WEST 1/2 OF BLOCK 16, NORTH SIDE GARDENS,

EXCEPT THE FOLLOWING DESCRIBED PARCEL CONVEYED BY DEED RECORDED AT BOOK 4686, PAGE 640 ADAMS COUNTY RECORDS:

THAT PORTION OF THE WEST 1/2 OF BLOCK 16, NORTH SIDE GARDENS, IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 68 WEST, 6TH PRINCIPLE MERIDIAN, MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID BLOCK 16: THENCE N 00°04'59" E 363.03 FEET; THENCE N 89°36'39" E 120.02 FEET; THENCE S 00°04'39" E 362.98 FEET; THENCE S 89°35'16" W 119.99 FEET TO THE POINT OF BEGINNING; COUNTY OF ADAMS, STATE OF COLORADO.


 Exhibit A	<i>First American</i> ISSUED BY First American Title Insurance Company File No: 5506-3746007
---	---

Property Address: 1051 East 73rd Avenue, Denver, CO 80229

File No.: 5506-3746007

The Land referred to herein below is situated in the County of Adams, State of Colorado, and is described as follows:

LOT 2, MC. SUBDIVISION, COUNTY OF ADAMS, STATE OF COLORADO.

 Exhibit A	<i>First American</i> ISSUED BY First American Title Insurance Company File No: 5506-3745217
---	---

Property Address: 1161 East 73rd Avenue, Denver, CO 80229

File No.: 5506-3745217

The Land referred to herein below is situated in the County of Adams, State of Colorado, and is described as follows:

THAT PORTION OF THE W1/2 OF BLOCK 16, NORTH SIDE GARDENS, IN THE SW1/4 OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 68 WEST, 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID BLOCK 16:
THENCE N00°04'59"E, 363.03 FEET,
THENCE N89°36'39"W, 120.02 FEET,
THENCE S00°04'39"E, 362.98 FEET,
THENCE S89°35'16"W, 119.99 FEET TO THE TRUE POINT OF BEGINNING, COUNTY OF ADAMS, STATE OF COLORADO.

EXHIBIT B
On-Site Improvements

Date: 6/6/2022

ENGINEER'S ESTIMATE
73rd & Washington
Detention Pond

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
I. PUBLIC IMPROVEMENTS					
2032	BLOCK RETAINING WALLS	11,200	SF	\$30.00	\$ 336,000.00
2036	HAND/SAFETY RAIL	1,320	LF	\$60.00	\$ 79,200.00
2033	TYPE M RIP-RAP	20	CY	\$200.00	\$ 4,000.00
2054	TYPE D OUTLET STRUCTURE	1	EA	\$20,000.00	\$ 20,000.00
2011	18" RCP STORM SEWER	20	LF	\$75.00	\$ 1,500.00
2021	18" RCP FLARED END SECTION	1	EA	\$900.00	\$ 900.00
2051	POND ACCESS DRIVE	950	SF	\$3.00	\$ 2,850.00
2060	CONCRETE FOREBAY	1	LS	\$10,000.00	\$ 10,000.00
2062	CONCRETE TRICKLE CHANNEL	540	LF	\$18.00	\$ 9,720.00
			TOTAL		\$ 464,170.00

	Collateral
Cost Estimate from Exhibit "B"	464,170.00
Additional 20% for Administration	92,834.00
Total Cost with 20% Admin	557,004.00
Additional 5% per year of Total Cost with 20% Admin	27,850.20
Total Cost Per Year	584,854.20

Construction Completion Date: December 1, 2023 _____

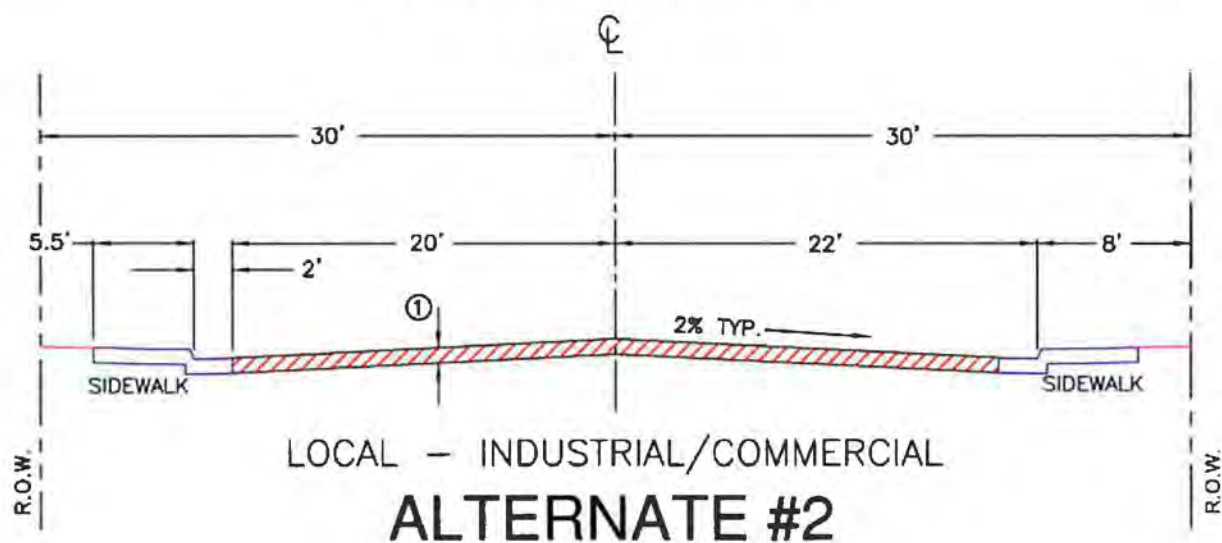
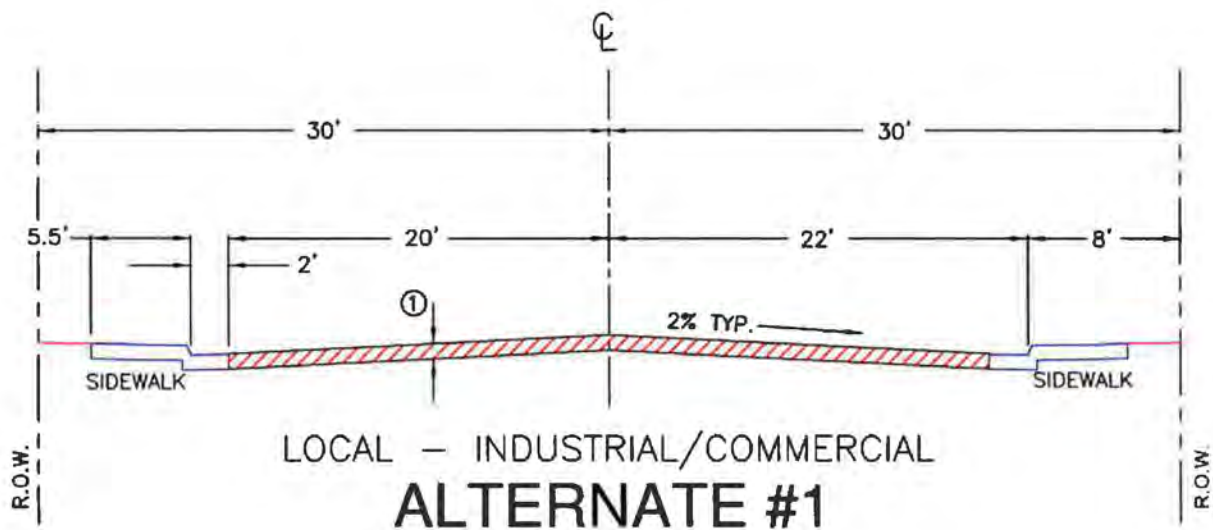
EXHIBIT C
Cash in Lieu for 73rd Avenue Improvements

Date: 11/10/2021

ENGINEER'S PRELIMINARY ESTIMATE
73rd & Washington
73rd Avenue - Fee in Lieu

ITEM NO.	DESCRIPTION	QNTY	UNIT	UNIT COST	TOTAL COST
<u>I. STREET IMPROVEMENTS</u>					
1001	6 INCH VERTICAL CURB WITH 2 FT. GUTTER	560	LF	\$13.50	\$ 7,560.00
1005	5 FT. ATTACHED WALK (6")	560	LF	\$17.00	\$ 9,520.00
1009	CURB RETURNS W/ HCR'S (LOCAL - 1 RAMP)	6	EA	\$1,500.00	\$ 9,000.00
1017	FULL DEPTH ASPHALT (7.0" est.)	1,110	SY	\$38.00	\$ 42,380.00
1020	SUBGRADE PLACEMENT (12' est.)	1,110	SY	\$13.00	\$ 14,430.00
1029	SAWCUT EXISTING PAVING	660	LF	\$3.00	\$ 1,980.00
			SUBTOTAL I		\$ 84,670.00

EXHIBIT D
73rd Avenue Project Design





PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: August 2, 2022
SUBJECT: Abatements
FROM: Meredith P. Van Horn, Assistant Adams County Attorney
AGENCY/DEPARTMENT: County Attorney
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the recommendations of the Assessor's Office for the attached abatement petitions.

BACKGROUND:

The Assessor's Office reviewed the attached abatement petitions concerning tax years 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:

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

Fund:
Cost Center:

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING ABATEMENT PETITIONS AND AUTHORIZING THE
REFUND OF TAXES FOR ACCOUNT NUMBERS P0038109, R0204619, R0204620,
R0204621, R0204622, P0038437, P0038110, R0005330, R0051396, and P0037735

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 P0038109, R0204619, R0204620, R0204621, R0204622, P0038437, P0038110, R0005330, R0051396, and P0037735 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 R0005330, R0051396, and P0037735 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 P0038109, R0204619, R0204620, R0204621, R0204622, P0038437, and P0038110 are hereby approved.

BE IT FURTHER RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the resolution approving the petitions for account numbers R0005330, R0051396, and P0037735 be forwarded, for review, to the Colorado Property Tax Administrator to approve the abatement petitions for the Property.

ABATEMENT FOR TAX YEAR:		2021
TODAYS DATE		03/22/22
BUSINESS NAME:	FIRST FLEET MASTER TILTING TRUST	
ACCOUNT NUMBER:	P0038109	
PARCEL NUMBER:		

	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY	TAX DOLLARS
ORIGINAL VALUE	\$47,528	\$13,780	88.623	\$1,221.22
REVISED VALUE	\$0	\$0	88.623	\$0.00
ABATED VALUE	\$47,528	\$13,780	88.623	\$1,221.22

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

Licensed PP inappropriately assessed. Assessor error.

TZ.

ADDED ASSESSMENT FOR TAX YEAR:

BUSINESS NAME:		
ACCOUNT NUMBER:		
PARCEL NUMBER:		

	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY	TAX DOLLARS
ORIGINAL VALUE		\$0		\$0.00
REVISED VALUE		\$0	0	\$0.00
ADDED VALUE	\$0	\$0	0	\$0.00

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: Adams

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

Section I: Petitioner, please complete Section I only.

Date: 03/22/2022 (Month Day Year)

Petitioner's Name: FIRST FLEET MASTER TILTING TRUST

Petitioner's Mailing Address: PO Box 13085, Baltimore MD 21203-3085

Table with 2 columns: SCHEDULE OR PARCEL NUMBER(S) and PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY. Row 1: P0038109, 6350 Brighton Rd.

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.)

Licensed personal property assessed.

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.

Petitioner's Signature, Daytime Phone Number (410) 771-2811, Email rriggs@elementcorp.com

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). Includes fields for Tax Year, Actual, Assessed, Tax, and checkboxes for Assessor recommends approval or denial.

FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY

(Section III or Section IV must be completed)

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

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

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

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

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

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

Petitioner's Signature

Date

Assessor's or Deputy Assessor's Signature

Date

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

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

Month Day Year

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

Year	Assessed Value	Taxes Abate/Refund
_____	_____	_____

Chairperson of the Board of County Commissioners' Signature

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

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

Month Year

County Clerk's or Deputy County Clerk's Signature

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

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

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

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

Secretary's Signature

Property Tax Administrator's Signature

Date

Ken Musso
Assessor



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

COUNTY BOARD OF EQUALIZATION

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

- The Schedule Number attributed to this this Stipulation is:
Schedule Number: P0038109
- The subject of this stipulation is classified as Personal Property.
- The County Assessor originally assigned the following actual value to the Personal Property for tax year(s) 2021:

Personal Property Value Assigned: \$47,528

- 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

- 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: March 22, 2022


Petitioner's Representative

Loren
Morrow

Digitally signed by
Loren Morrow
Date: 2022.03.22
11:18:44 -06'00'

Assessor Representative
Adams County Assessor's Office

ABATEMENT FOR TAX YEAR:		2021		
TODAYS DATE		03/22/22		
BUSINESS NAME:	FIRST FLEET MASTER TILTING TRUST			
ACCOUNT NUMBER:	P0038110			
PARCEL NUMBER:				
	ACTUAL	ASSESSED	MILL	TAX
	VALUE	VALUE	LEVY	DOLLARS
ORIGINAL VALUE	\$81,421	\$23,610	137.56	\$3,247.79
REVISED VALUE	\$0	\$0	137.56	\$0.00
ABATED VALUE	\$81,421	\$23,610	137.56	\$3,247.79
Provide your reason for the Abatement/Added in the space below:				
Licensed PP inappropriately assessed. Assessor error.				
T.S.				
ADDED ASSESSMENT FOR TAX YEAR:				
BUSINESS NAME:				
ACCOUNT NUMBER:				
PARCEL NUMBER:				
	ACTUAL	ASSESSED	MILL	TAX
	VALUE	VALUE	LEVY	DOLLARS
ORIGINAL VALUE		\$0		\$0.00
REVISED VALUE		\$0	0	\$0.00
ADDED VALUE	\$0	\$0	0	\$0.00

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: Adams

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

Section I: Petitioner, please complete Section I only.

Date: 03/22/2022 (Month Day Year)

Petitioner's Name: FIRST FLEET MASTER TILTING TRUST
Petitioner's Mailing Address: PO Box 13085
Baltimore MD 21203-3085

Table with 2 columns: SCHEDULE OR PARCEL NUMBER(S), PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY. Row 1: P0038110, 3797 Windsor Dr

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.)

Licensed personal property assessed.

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.

Petitioner's Signature (Handwritten)

Daytime Phone Number (410) 771-2811

Email rriggs@elementcorp.com

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). Includes table for Actual, Assessed, Tax values for Original, Corrected, Abate/Refund. Includes checkboxes for Assessor recommends approval as outlined above and Assessor recommends denial for the following reason(s).

FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY

(Section III or Section IV must be completed)

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

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

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

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

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

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

Petitioner's Signature Date

Assessor's or Deputy Assessor's Signature Date

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

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

Month Day Year

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

Year	Assessed Value	Taxes Abate/Refund
_____	_____	_____

Chairperson of the Board of County Commissioners' Signature

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

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

Month Year

County Clerk's or Deputy County Clerk's Signature

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

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

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

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

Secretary's Signature Property Tax Administrator's Signature Date

R

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))

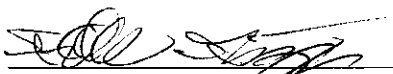
1. The Schedule Number attributed to this this Stipulation is:

Schedule Number: P0038110
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: \$81,421
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: March 22, 2022



Petitioner's Representative

Loren Morrow
Digitally signed by Loren Morrow
Date: 2022.03.22 11:24:29 -06'00'

Assessor Representative
Adams County Assessor's Office

ABATEMENT FOR TAX YEAR:		2021		
TODAYS DATE		06/14/22		
BUSINESS NAME:	SOSI'S HEALTHY PLEASURES LLC			
ACCOUNT NUMBER:	P0038437			
PARCEL NUMBER:				
	ACTUAL	ASSESSED	MILL	TAX
	VALUE	VALUE	LEVY	DOLLARS
ORIGINAL VALUE	\$66,013	\$19,140	137.56	\$2,632.90
REVISED VALUE	\$0	\$0	137.56	\$0.00
ABATED VALUE	\$66,013	\$19,140	137.56	\$2,632.90
<p>Provide your reason for the Abatement/Added in the space below:</p> <p>Personal property exempt as less than \$50,000 in actual value.</p> <p style="text-align: right;"><i>TS.</i></p>				
ADDED ASSESSMENT FOR TAX YEAR:		<input type="text"/>		
BUSINESS NAME:				
ACCOUNT NUMBER:				
PARCEL NUMBER:				
	ACTUAL	ASSESSED	MILL	TAX
	VALUE	VALUE	LEVY	DOLLARS
ORIGINAL VALUE		\$0		\$0.00
REVISED VALUE		\$0	0	\$0.00
ADDED VALUE	\$0	\$0	0	\$0.00

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: Adams

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

Section I: Petitioner, please complete Section I only.

Date: 06/14/2022
Month Day Year

Petitioner's Name: SOSI'S HEALTHY PLEASURES LLC

Petitioner's Mailing Address: PO BOX 461952
AURORA CO 80046-1952
City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
<u>P0026437</u>	<u>21151 E 31st Cir</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 invalid as taxpayer was not required to file due to value <\$50,000.00

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.

[Signature]
Petitioner's Signature

Daytime Phone Number: 303, 359-9049
Email: sosi@sosishappypleasures.com

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 § 39-2-110, 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 § 39-2-120, 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)			
	Yes Year _____		
	Actual	Assessed	Tax
Original	_____	_____	_____
Corrected	_____	_____	_____
Abate/Refund	_____	_____	_____
<input type="checkbox"/> Assessor recommends approval as outlined above.			
If the request for abatement is based upon the grounds of overvaluation, an abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer. § 39-10-114(1)(a)(i)(D), C.R.S.			
Tax year: _____ Protest? <input type="checkbox"/> No <input type="checkbox"/> Yes (If a protest was filed, please attach a copy of the NOD.)			
<input type="checkbox"/> Assessor recommends denial for the following reason(s):			
_____ Assessor's or Deputy Assessor's Signature			

FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY

(Section III or Section IV must be completed)

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

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

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

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

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

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

Petitioner's Signature Date

Assessor's or Deputy Assessor's Signature Date

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

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

Month Day Year

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

Name

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

Name

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

Year	Assessed Value	Taxes Abate/Refund
_____	_____	_____

Chairperson of the Board of County Commissioners' Signature

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

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

Month Year

County Clerk's or Deputy County Clerk's Signature

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

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

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

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

Secretary's Signature Property Tax Administrator's Signature Date

Ken Musso
Assessor



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

ASSESSOR LEVEL

STIPULATION (As to Tax Year(s) 2021-2022 Actual Value(s))

1. The property subject to this Stipulation is:
Schedule No. (S): R0204619 Parcel NO.(S) 0182334124031

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) 2021-2022 :

Land	\$38,100
Improvements	\$270,617
Total	\$308,717

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) 2021-2022 :

Land	\$38,100
Improvements	\$231,900
Total	\$270,000

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) 2021-2022 .

DATED this: June 6, 2022

Petitioner's Representative

Whitney Sparks

Digitally signed by Whitney Sparks
DN: cn=Whitney Sparks, o=Adams County, email=wsparks@adcogov.org, c=US
Date: 2022.06.17 09:46:09 -0600

Assessor Representative
Adams County Assessor's Office

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

Account No : **R0204619** Parcel No : **01823-34-1-24-031**
 Petition Year : **2021** Petition Filed Date : **May 31, 2022**
 Owner Entity : **2266 Dayton Investment LLC**
 Owner Address : **12903 Summit Ridge Road**
 Owner City : **Parker** State : **CO**
 Property Location : **2268 Dayton St. Unit B, Aurora, CO**

TYPE	OCC CODE	PETITIONER'S REQUESTED VALUES		ASSESSOR'S ASSIGNED VALUES		ORIGINAL TAX WARRANT			
		Actual Value	Assessed Value	Actual Value	Assessed Value				
REAL	1344	L:		L:	\$38,100	\$11,050	A. Ratio	29.00%	
		I:		I:	\$270,611	\$78,480	Mill Levy	115.060	
TOTALS :			\$175,000		\$50,750	\$308,711	\$89,530	Original Tax	\$10,301

Petitioner's Statement :

Valuation exceeds market value.

Assessor's Report

Situation :

This property was previously classified as a stand alone office building but it was split into four condos. The declaration for the condo units changed the property classification.

Action :

I reviewed income and expense information for all four units in this complex. I also considered market leases and sales for similar properties in Aurora and was able to reconcile to a value of \$270,000.

Recommendation :

Upon further review, a reduction in value appears warranted.

ASSESSOR'S RECOMMENDED ADJUSTMENT

TYPE	OCC CODE	ASSESSOR'S ASSIGNED VALUE		RECOMMENDED VALUE		REVISED TAX WARRANT			
		Actual Value	Assessed Value	Actual Value	Assessed Value				
REAL	1344	L:	\$38,100	\$11,050	L:	\$38,100	\$11,050	Tax Refund	\$1,292.12
		I:	\$270,611	\$78,480	I:	\$231,900	\$67,250	Revised Tax	
TOTALS :			\$308,711	\$89,530		\$270,000	\$78,300		\$9,009.20

Whitney Sparks
Appraiser

June 27, 2022
Date

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: ADAMS

Date Received 5/31/2022 ASSESSOR OFFICE
(Use Assessor's or Commissioners' Date Stamp)

Section I: Petitioner, please complete Section I only.

Date: May 30, 2022
Month Day Year

Petitioner's Name: Guy Brazell
 Petitioner's Mailing Address: 12903 Summit Ridge RD
Parker Co. 80138
City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
<u>0182334124031</u>	<u>2268 Dayton Unit B</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: \$ 208,000 (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.

X [Signature]
 Petitioner's Signature

Daytime Phone Number (303) 898-2988
 Email GTBrazell@aol.com
 By _____ Daytime Phone Number (_____) _____
 Agent's Signature* Email _____

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

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-126, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.6(1), C.R.S.

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

Tax Year _____

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

Assessor recommends approval as outlined above.

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

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

Assessor recommends denial for the following reason(s):

Assessor's or Deputy Assessor's Signature

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

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

Section III:

Written Mutual Agreement of Assessor and Petitioner

(Only for abatements up to \$10,000)

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

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

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

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

Petitioner's Signature

Date

Assessor's or Deputy Assessor's Signature

Date

Section IV:

Decision of the County Commissioners

(Must be completed if Section III does not apply)

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

Month Day Year

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

Name

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

Name

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

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

Chairperson of the Board of County Commissioners' Signature

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

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

this _____ day of _____, _____

Month

Year

County Clerk's or Deputy County Clerk's Signature

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

Section V:

Action of the Property Tax Administrator

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

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

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

Secretary's Signature

Property Tax Administrator's Signature

Date

Ken Musso
Assessor



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

ASSESSOR LEVEL

STIPULATION (As to Tax Year(s) 2021-2022 Actual Value(s))

1. The property subject to this Stipulation is:
Schedule No. (S): R0204621 Parcel NO.(S) 0182334124033

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) 2021-2022 :


Land	\$38,100
Improvements	\$270,617
Total	\$308,717

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) 2021-2022 :

Land	\$38,100
Improvements	\$231,900
Total	\$270,000

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) 2021-2022 .

DATED this: June 6, 2022



Petitioner's Representative
Bryon Horvath

Whitney Sparks Digitally signed by Whitney Sparks
DN: cn=Whitney Sparks, o, ou,
email=wsparks@adcogov.org, c=US
Date: 2022.06.07 11:12:51 -06'00'

Assessor Representative
Adams County Assessor's Office

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

Account No : **R0204621**

Parcel No : **01823-34-1-24-033**

Petition Year : **2021**

Petition Filed Date : **May 26, 2022**

Owner Entity : **Self-Directed LLC**

Owner Address : **290 Fillmore Street Suite 1**

Owner City : **Denver**

State : **CO**

Property Location : **2266 Dayton St. Unit B, Aurora, CO**

TYPE	OCC CODE	PETITIONER'S REQUESTED VALUES		ASSESSOR'S ASSIGNED VALUES		ORIGINAL TAX WARRANT	
		Actual Value	Assessed Value	Actual Value	Assessed Value		
REAL	1344	L: [REDACTED]	[REDACTED]	L: \$38,100	\$11,050	A. Ratio	29.00%
		I: [REDACTED]	[REDACTED]	I: \$270,611	\$78,480	Mill Levy	115.060
TOTALS :		\$175,000	\$50,750	\$308,711	\$89,530	Original Tax	\$10,301

Petitioner's Statement :

Valuation exceeds market value.

Assessor's Report

Situation :

This property was previously classified as a stand alone office building but it was split into four condos. The declaration for the condo units changed the property classification.

Action :

I reviewed income and expense information for all four units in this complex. I also considered market leases and sales for similar properties in Aurora and was able to reconcile to a value of \$270,000.

Recommendation :

Upon further review, a reduction in value appears warranted.

ASSESSOR'S RECOMMENDED ADJUSTMENT

TYPE	OCC CODE	ASSESSOR'S ASSIGNED VALUE		RECOMMENDED VALUE		REVISED TAX WARRANT	
		Actual Value	Assessed Value	Actual Value	Assessed Value		
REAL	1344	L: \$38,100	\$11,050	L: \$38,100	\$11,050	Tax Refund	\$1,292.12
		I: \$270,611	\$78,480	I: \$231,900	\$67,250	Revised Tax	
TOTALS :		\$308,711	\$89,530	\$270,000	\$78,300		\$9,009.20

Whitney Sparks
Appraiser

June 7, 2022
Date

* For 2021 TAX REFUND

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: ADAMS

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

Section I: Petitioner, please complete Section I only.

RECEIVED

Date: MAY 25 2022
Month Day Year

MAY 26 2022

Petitioner's Name: Bryon Horvath

OFFICE OF THE
ADAMS COUNTY ASSESSOR

Petitioner's Mailing Address: _____

City or Town

State

Zip Code

SCHEDULE OR PARCEL NUMBER(S)

PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY

204621

2266 Dayton St Suite B
MURORA, CO

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:

\$ 175,000 (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.

[Signature]
Petitioner's Signature

Daytime Phone Number (303) 903-7580

Email Bryonhorvath@me.com

By _____

Agent's Signature*

Daytime Phone Number ()

Email _____

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

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

Section II:

Assessor's Recommendation

(For Assessor's Use Only)

Tax Year _____

Actual

Assessed

Tax

Original _____

Corrected _____

Abate/Refund _____

Assessor recommends approval as outlined above.

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

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

Assessor recommends denial for the following reason(s):

Assessor's or Deputy Assessor's Signature

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

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

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

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

Chairperson of the Board of County Commissioners' Signature

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

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

this _____ day of _____, _____.

County Clerk's or Deputy County Clerk's Signature

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

Section V:

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

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

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

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

Ken Musso
Assessor



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

ASSESSOR LEVEL

STIPULATION (As to Tax Year(s) 2021-2022 Actual Value(s))

1. The property subject to this Stipulation is:
Schedule No. (S): R0204620 Parcel NO.(S) 0182334124032

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) 2021-2022 :

Land	\$38,100
Improvements	\$270,617
Total	\$308,717

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) 2021-2022 :

Land	\$38,100
Improvements	\$231,900
Total	\$270,000

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) 2021-2022 .

DATED this: June 6, 2022

Petitioner's Representative

Whitney Sparks

Digitally signed by Whitney Sparks
DN: cn=Whitney Sparks, o, ou,
email=wsparks@adcogov.org,
c=US
Date: 2022.07.06 14:28:20 -06'00'

Assessor Representative
Adams County Assessor's Office

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

Account No : **R0204620**

Parcel No : **01823-34-1-24-032**

Petition Year : **2021**

Petition Filed Date : **May 31, 2022**

Owner Entity : **2266 Dayton Investment LLC**

Owner Address : **12903 Summit Ridge Road**

Owner City : **Parker**

State : **CO**

Property Location : **2268 Dayton St. Unit A, Aurora, CO**

TYPE	OCC CODE	PETITIONER'S REQUESTED VALUES		ASSESSOR'S ASSIGNED VALUES		ORIGINAL TAX WARRANT
		Actual Value	Assessed Value	Actual Value	Assessed Value	
REAL	1344	L: [REDACTED]	[REDACTED]	L: \$38,100	\$11,050	A. Ratio 29.00%
		I: [REDACTED]	[REDACTED]	I: \$270,611	\$78,480	Mill Levy 115.060
TOTALS :			\$175,000	\$308,711	\$89,530	Original Tax \$10,301

Petitioner's Statement :

Valuation exceeds market value.

Assessor's Report

Situation :

This property was previously classified as a stand alone office building but it was split into four condos. The declaration for the condo units changed the property classification.

Action :

I reviewed income and expense information for all four units in this complex. I also considered market leases and sales for similar properties in Aurora and was able to reconcile to a value of \$270,000.

Recommendation :

Upon further review, a reduction in value appears warranted.

ASSESSOR'S RECOMMENDED ADJUSTMENT

TYPE	OCC CODE	ASSESSOR'S ASSIGNED VALUE		RECOMMENDED VALUE		REVISED TAX WARRANT
		Actual Value	Assessed Value	Actual Value	Assessed Value	Tax Refund
REAL	1344	L: \$38,100	\$11,050	L: \$38,100	\$11,050	\$1,292.12
		I: \$270,611	\$78,480	I: \$231,900	\$67,250	Revised Tax
TOTALS :			\$308,711	\$270,000	\$78,300	\$9,009.20

Whitney Sparks
Appraiser

July 7, 2022
Date

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: ADAMS

Date Received 5/31/2022 ASSESSOR OFFICE
(Use Assessor's or Commissioners' Date Stamp)

Section I: Petitioner, please complete Section I only.

Date: May 30, 2022
Month Day Year

Petitioner's Name: Guy Brazell
 Petitioner's Mailing Address: 12903 Summit Ridge RD
Parker Co 80138
City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
<u>0182334124032</u>	<u>2268 Dayton Unit A</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: \$ 208,000 (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.

X [Signature]
 Petitioner's Signature

Daytime Phone Number 303, 898-2998
 Email GH.Brazell@aol.com

By _____
 Agent's Signature*

Daytime Phone Number () _____
 Email _____

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

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

Section II: Assessor's Recommendation			
<small>(For Assessor's Use Only)</small>			
		Tax Year _____	
	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>
Original	_____	_____	_____
Corrected	_____	_____	_____
Abate/Refund	_____	_____	_____
<input type="checkbox"/> Assessor recommends approval as outlined above.			
<small>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.</small>			
Tax year: _____ Protest? <input type="checkbox"/> No <input type="checkbox"/> Yes (If a protest was filed, please attach a copy of the NOD.)			
<input type="checkbox"/> Assessor recommends denial for the following reason(s):			
			_____ Assessor's or Deputy Assessor's Signature

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

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

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

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

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

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

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

Petitioner's Signature

Date

Assessor's or Deputy Assessor's Signature

Date

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

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

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

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

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

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

Chairperson of the Board of County Commissioners' Signature

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

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

County Clerk's or Deputy County Clerk's Signature

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

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

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

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

Secretary's Signature

Property Tax Administrator's Signature

Date

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

ASSESSOR LEVEL

STIPULATION (As to Tax Year(s) 2021-2022 Actual Value(s))

1. The property subject to this Stipulation is:
Schedule No. (S): R0204622 Parcel NO.(S) 0182334124034

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) 2021-2022 :

Land	\$38,100
Improvements	\$270,617
Total	\$308,717

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) 2021-2022 :

Land	\$38,100
Improvements	\$231,900
Total	\$270,000

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) 2021-2022 .

DATED this: June 6, 2022

Patrick Guinness
Petitioner's Representative

Whitney Sparks
Assessor Representative
Adams County Assessor's Office

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

Account No : **R0204622**

Parcel No : **01823-34-1-24-034**

Petition Year : **2021**

Petition Filed Date : **May 26, 2022**

Owner Entity : **2266 Dayton LLC**

Owner Address : **8729 E 23rd Ave**

Owner City : **Denver**

State : **CO**

Property Location : **2266 Dayton St. Unit A, Aurora, CO**

TYPE	OCC CODE	PETITIONER'S REQUESTED VALUES		ASSESSOR'S ASSIGNED VALUES		ORIGINAL TAX WARRANT
		Actual Value	Assessed Value	Actual Value	Assessed Value	
REAL	1344	L: [REDACTED]	[REDACTED]	L: \$38,100	\$11,050	A. Ratio 29.00%
		I: [REDACTED]	[REDACTED]	I: \$270,611	\$78,480	Mill Levy 115.060
TOTALS :			\$175,000	\$308,711	\$89,530	Original Tax \$10,301

Petitioner's Statement :

Valuation exceeds market value.

Assessor's Report

Situation :

This property was previously classified as a stand alone office building but it was split into four condos. The declaration for the condo units changed the property classification.

Action :

I reviewed income and expense information for all four units in this complex. I also considered market leases and sales for similar properties in Aurora and was able to reconcile to a value of \$270,000.

Recommendation :

Upon further review, a reduction in value appears warranted.

ASSESSOR'S RECOMMENDED ADJUSTMENT

TYPE	OCC CODE	ASSESSOR'S ASSIGNED VALUE		RECOMMENDED VALUE		REVISED TAX WARRANT
		Actual Value	Assessed Value	Actual Value	Assessed Value	Tax Refund
REAL	1344	L: \$38,100	\$11,050	L: \$38,100	\$11,050	\$1,292.12
		I: \$270,611	\$78,480	I: \$231,900	\$67,250	Revised Tax
TOTALS :			\$308,711	\$270,000	\$78,300	\$9,009.20

Whitney Sparks
Appraiser

June 7, 2022
Date

* For 2021 TAX refund

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: _____

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

RECEIVED

Section I: Petitioner, please complete Section I only.

Date: 5 25 2022
Month Day Year

MAY 26 2022

Petitioner's Name: Patrick Guinness
Petitioner's Mailing Address: 8729 E. 23rd Ave
Denver CO 80238
City or Town State Zip Code

OFFICE OF THE
ADAMS COUNTY ASSESSOR

SCHEDULE OR PARCEL NUMBER(S) 204622 PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY 2266 Dayton St. Suite A Aurora, Co.

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

Petitioner's estimate of value: \$ 175,000 (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.

Patrick Guinness
Petitioner's Signature

Daytime Phone Number (720) 231-1361
Email patrick.guinnessdev.com
Daytime Phone Number ()
Email

By _____
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 _____

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

Assessor recommends approval as outlined above.

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

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

Assessor recommends denial for the following reason(s):

Assessor's or Deputy Assessor's Signature

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

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

Section III:

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

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

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

	Tax Year _____			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

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

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

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

Chairperson of the Board of County Commissioners' Signature

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

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

this _____ day of _____, _____

County Clerk's or Deputy County Clerk's Signature

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

Section V:

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

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

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

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

Ken Musso
Assessor



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

BOARD OF COUNTY COMMISSIONERS

STIPULATION (As to Tax Year(s)) 2020 Actual Value(s))

- The property subject to this Stipulation is:
Schedule No. (S): R0005330 Parcel No.(S) 01569-08-1-01-021
- The subject property is classified as a Residential property.

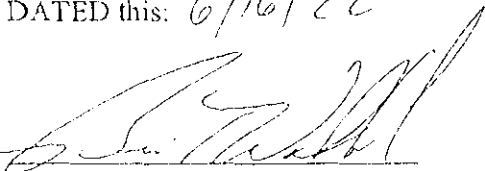
- The County Assessor originally assigned the following actual value to the subject property for tax year(s) 2020 :

Land	\$785,760
Improvements	\$19,370,094
Total	\$20,155,854

- 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) 2020 :

Land	\$785,760
Improvements	\$17,214,240
Total	\$18,000,000

- 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) 2020.

DATED this: 6/16/22


Petitioner's Representative
Brian Walgabek

Rita
Anderson
Assessor Representative
Adams County Assessor's Office
Digitally signed by Rita Anderson
DN: cn=Rita Anderson, o=Adams
County, ou=Adams County Assessor's
Office
Date: 2022.06.15 12:06:26 -0600

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

Account No : R0005330 Parcel No : 01569-08-1-01-021
 Petition Year : 2020 Date Filed : February 22, 2022

Owner Entity : Inglenook Senior Ventures LP
 Owner Address : 10 Crow Canyon Court Suite 101
 Owner City : San Ramon State : CA
 Property Location : 2195 Egbert St, Brighton, CO

TYPE	OCC CODE	PETITIONER'S REQUESTED VALUES		ASSESSOR'S ASSIGNED VALUES		ORIGINAL TAX WARRANT
		Actual Value	Assessed Value	Actual Value	Assessed Value	
REAL	312/330	L: [REDACTED] I: [REDACTED]	[REDACTED]	L: \$785,760 I: \$19,370,094	\$56,180 \$1,384,960	A. Ratio 7.15% Mill Levy 99.913
TOTALS :		\$13,535,763	\$967,810	\$20,155,854	\$1,441,140	Original Tax \$143,989

Petitioner's Statement :
 We requested an abatement for 2020 and 2021 because of an overvaluation. Additionally COVID-19 has put a significant hardship on our financial situation. I have attached 3 comparable sales. The average per unit price is \$120,051 with 113 units.

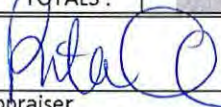
Assessor's Report
Situation :

Action :
 Review petitioner comparable sales and pull all available comparable sales. Analyze for impact of COVID-19 on sale prices. Request and review financials.

Recommendation :
 Upon further review, a reduction in value appears warranted.

ASSESSOR'S RECOMMENDED ADJUSTMENT

TYPE	OCC CODE	ASSESSOR'S ASSIGNED VALUE		RECOMMENDED VALUE		REVISED TAX WARRANT
		Actual Value	Assessed Value	Actual Value	Assessed Value	Tax Refund
REAL		L: \$785,760 I: \$19,370,094	\$56,180 \$1,384,960	L: \$785,760 I: \$17,214,240	\$56,180 \$1,230,820	\$15,400.59
TOTALS :		\$20,155,854	\$1,441,140	\$18,000,000	\$1,287,000	Revised Tax \$128,588.03


 Appraiser

June 15, 2022
 Date

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: Adams

Date Received 2/23/2022
(Use Assessor's or Commissioners' Date Stamp)

Section I: Petitioner, please complete Section I only.

Date: 2/22/2022
Month Day Year

Petitioner's Name: Inglenook Senior Ventures LP by Brian Walgenbach (Partner)

Petitioner's Mailing Address: 10 Crow Canyon Ct Suite 101
San Ramon CA 84583
City or Town State Zip Code

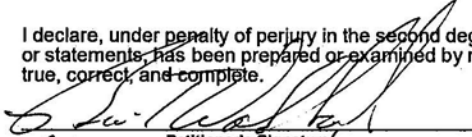
SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
Parcel A Lot 2 Brighton Center	<u>2195 East Egbert St</u>
Parcel B Lot 3 Block 1 ISV subdivision	<u>Brighton, CO 80601</u>
Parcel C Lot 1 Block 1 ISV subdivision	<u>R0005330</u>

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for property tax year(s) 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.)

We requested an abatement for 2020 and 2021 because of an overvaluation. Additionally COVID-19 has put a significant hardship on our financial situation. I have attached 3 comparable sakes. The average per unit price is \$120,051 with 113 units.

Petitioner's estimate of value: \$ 13,565,763 (2020) and \$ 13,565,763 (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.


Petitioner's Signature
Brian E Walgenbach

Daytime Phone Number 925 362-0354

Email brian@crmscommunities.com

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)					
	Tax Year <u>2020</u>			Tax Year <u>2021</u>		
	Actual	Assessed	Tax	Actual	Assessed	Tax
Original	_____	_____	_____	_____	_____	_____
Corrected	_____	_____	_____	_____	_____	_____
Abate/Refund	<u>Please see attached Assessor's Recommendation Worksheet.</u>					
<input type="checkbox"/> Assessor recommends approval as outlined above.						
If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(I)(D), C.R.S.						
Tax year: <u>2020</u>	Protest?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes (if a protest was filed, please attach a copy of the NOD.)			
Tax year: <u>2021</u>	Protest?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes (if a protest was filed, please attach a copy of the NOD.)			
<input type="checkbox"/> Assessor recommends denial for the following reason(s):						
						 <u>6/27/2022</u> 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 _____		
	Actual	Assessed	Tax	Actual	Assessed	Tax
Original	_____	_____	_____	_____	_____	_____
Corrected	_____	_____	_____	_____	_____	_____
Abate/Refund	_____	_____	_____	_____	_____	_____

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

Petitioner's Signature _____ Date _____

Assessor's or Deputy Assessor's Signature _____ Date _____

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

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

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

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

Chairperson of the Board of County Commissioners' Signature

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

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

County Clerk's or Deputy County Clerk's Signature

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

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

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

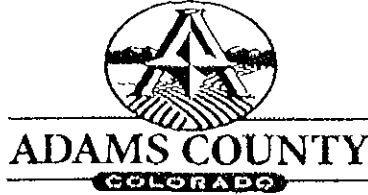
Approved Approved in part \$ _____ Denied for the following reason(s): _____

Secretary's Signature

Property Tax Administrator's Signature

Date

Ken Musso
Assessor



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

BOARD OF COUNTY COMMISSIONERS

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

1. The property subject to this Stipulation is:
Schedule No. (S): R0005330 Parcel NO.(S) 01569-08-1-01-021

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:

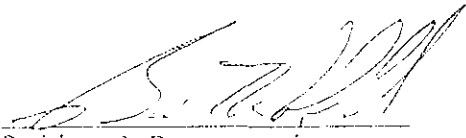
Land	\$785,760
Improvements	\$23,659,653
Total	\$24,445,413

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	\$785,760
Improvements	\$17,214,240
Total	\$18,000,000

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

DATED this: 6/16/22



Petitioner's Representative
Braden E. Wakebrook

Rita
Anderson
Assessor Representative
Adams County Assessor's Office

Digitally signed by Rita Anderson
DN: cn=Rita Anderson, o=Adams
County, ou=Assessors
Time
When Mailbox Generated: 2022
06/16 10:18:00

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

Account No : R0005330 Parcel No : 01569-08-1-01-021
 Petition Year : 2021 Date Filed : February 22, 2022
 Owner Entity : Inglenook Senior Ventures LP
 Owner Address : 10 Crow Canyon Court Suite 101
 Owner City : San Ramon State : CA
 Property Location : 2195 Egbert St, Brighton, CO

TYPE	OCC CODE	PETITIONER'S REQUESTED VALUES		ASSESSOR'S ASSIGNED VALUES		ORIGINAL TAX WARRANT	
		Actual Value	Assessed Value	Actual Value	Assessed Value		
REAL	312/330	L: [REDACTED]	[REDACTED]	L: \$785,760	\$56,180	A. Ratio	7.15%
		I: [REDACTED]	[REDACTED]	I: \$23,659,653	\$1,691,670	Mill Levy	101.473
TOTALS :		\$13,535,763	\$967,810	\$24,445,413	\$1,747,850	Original Tax	\$177,360

Petitioner's Statement :
 We requested an abatement for 2020 and 2021 because of an overvaluation. Additionally COVID-19 has put a significant hardship on our financial situation. I have attached 3 comparable sales. The average per unit price is \$120,051 with 113 units.

Assessor's Report
Situation :

Action :
 Confirm subject inventory is correct. Inspect and photograph property. Review petitioner comparable sales and pull all available comparable sales. Analyze sales for impact of COVID-19 on sale prices. Request and review financials.

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		L: \$785,760	\$56,180	L: \$785,760	\$56,180	Tax Refund	\$46,763.83
		I: \$23,659,653	\$1,691,670	I: \$17,214,240	\$1,230,820	Revised Tax	
TOTALS :		\$24,445,413	\$1,747,850	\$18,000,000	\$1,287,000		\$130,595.75


 Appraiser

June 15, 2022
 Date

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: Adams

Date Received 2/23/2022
(Use Assessor's or Commissioners' Date Stamp)

Section I: Petitioner, please complete Section I only.

Date: 2/22/2022
Month Day Year

Petitioner's Name: Inglenook Senior Ventures LP by Brian Walgenbach (Partner)

Petitioner's Mailing Address: 10 Crow Canyon Ct Suite 101
San Ramon CA 84583
City or Town State Zip Code

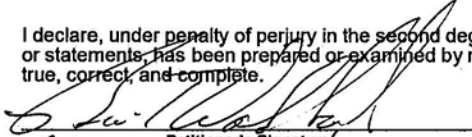
SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
Parcel A Lot 2 Brighton Center	<u>2195 East Egbert St</u>
Parcel B Lot 3 Block 1 ISV subdivision	<u>Brighton, CO 80601</u>
Parcel C Lot 1 Block 1 ISV subdivision	<u>R0005330</u>

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for property tax year(s) 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.)

We requested an abatement for 2020 and 2021 because of an overvaluation. Additionally COVID-19 has put a significant hardship on our financial situation. I have attached 3 comparable sales. The average per unit price is \$120,051 with 113 units.

Petitioner's estimate of value: \$ 13,565,763 (2020) and \$ 13,565,763 (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.


Petitioner's Signature
Brian E Walgenbach

Daytime Phone Number 925 362-0354

Email brian@crmscommunities.com

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)					
	Tax Year <u>2020</u>			Tax Year <u>2021</u>		
	Actual	Assessed	Tax	Actual	Assessed	Tax
Original	_____	_____	_____	_____	_____	_____
Corrected	_____	_____	_____	_____	_____	_____
Abate/Refund	<u>Please see attached Assessor's Recommendation Worksheet.</u>					
<input type="checkbox"/> Assessor recommends approval as outlined above.						
If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(i)(D), C.R.S.						
Tax year: <u>2020</u>	Protest?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes (if a protest was filed, please attach a copy of the NOD.)			
Tax year: <u>2021</u>	Protest?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes (if a protest was filed, please attach a copy of the NOD.)			
<input type="checkbox"/> Assessor recommends denial for the following reason(s):						
						 6/27/2022 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:

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

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

Chairperson of the Board of County Commissioners' Signature

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

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

this ____ day of _____, _____

Month Year

County Clerk's or Deputy County Clerk's Signature

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

Section V:

Action of the Property Tax Administrator

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

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

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

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

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): R0051396 Parcel NO.(S) 01719-22-4-05-001

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	\$1,740,000
Improvements	\$21,487,927
Total	\$23,227,927

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

Land	\$1,740,000
Improvements	\$19,160,000
Total	\$20,900,000

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: 13th Day of June 2022

Christian Segner

Petitioner's Representative
Christian Segner (Ryan LLC)

Rita
Anderson

Assessor Representative
Adams County Assessor's Office

Digitally signed by Rita Anderson
DN: cn=Rita Anderson, o=Adams
County Colorado, ou=Assessor's
Office,
email=randerson@adcogov.org, c=US
Date: 2022.06.13 08:46:30 -0600

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

Account No : R0051396 Parcel No : 01719-22-4-05-001
 Petition Year : 2021 Date Filed : April 14, 2022
 Owner Entity : KB Oxford Owner LLC C/O Crossbeam Capital
 Owner Address : 1400 Ravello Rd, Suite 110
 Owner City : Katy State : TX 77449-5164
 Property Location : 300 Russell Blvd, Thornton, CO

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: \$1,740,000	\$124,410	A. Ratio 7.15%
		I: [REDACTED]	[REDACTED]	I: \$21,487,927	\$1,536,390	Mill Levy 110.645
TOTALS :		\$18,400,000	\$1,315,600	\$23,227,927	\$1,660,800	Original Tax \$183,759.22

Petitioner's Statement :

The subject property is valued in excess of fair market value based on the three approaches to value: cost, market and incomr. In addition, the property is valued in excess of other similarly situated properties.

Assessor's Report

Situation :

Subject property sold in the base period on August 27, 2019.

Action :

Review subject sale and comps.

Recommendation :

Upon review, a reduction in value appears warranted.

ASSESSOR'S RECOMMENDED ADJUSTMENT

TYPE	OCC CODE	ASSESSOR'S ASSIGNED VALUE		RECOMMENDED VALUE		REVISED TAX WARRANT
		Actual Value	Assessed Value	Actual Value	Assessed Value	Tax Refund
REAL		L: \$1,740,000	\$124,410	L: \$1,740,000	\$124,410	\$18,416.86
		I: \$21,487,927	\$1,536,390	I: \$19,160,000	\$1,369,940	
TOTALS :		\$23,227,927	\$1,660,800	\$20,900,000	\$1,494,350	Revised Tax \$165,342.36


 Appraiser

June 13, 2022
 Date

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: Adams

Date Received 4/14/22 Assessor Office
(Use Assessor's or Commissioners' Date Stamp)

Section I: Petitioner, please complete Section I only.

Date: 4/14/2022
Month Day Year

Petitioner's Name: KB Oxford Owner LLC c/o Ryan LLC

Petitioner's Mailing Address: 1999 Broadway, Suite 4100
Denver CO 80202
City or Town State Zip Code

Table with 2 columns: SCHEDULE OR PARCEL NUMBER(S), PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY. Row 1: R0051396, 300 Russell Blvd, Thornton, CO 80229

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.)

The subject property is valued in excess of of fair market value based on the three approaches to value; cost, market and income. In addition, the property is valued in excess of other similarly situated properties.

Petitioner's estimate of value: \$ 18,400,000 (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 ()
Email

By Christian Segner Daytime Phone Number (303) 222-1856
Agent's Signature*

Printed Name: Christian Segner Email christian.segner@ryan.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
Actual Assessed Tax
Original
Corrected
Abate/Refund Please see attached Abatement 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: 2021 Protest? [X] 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 6/13/2022

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

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

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

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

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

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

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

 Petitioner's Signature Date

 Assessor's or Deputy Assessor's Signature Date

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

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

Month Day Year

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

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

Year	Assessed Value	Taxes Abate/Refund
_____	_____	_____

 Chairperson of the Board of County Commissioners' Signature

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

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

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

**LETTER OF AUTHORIZATION
FOR PROPERTY TAX REPRESENTATION**

KB Oxford Owner LLC

Property Owner

0171922405001

Subject Property

Adams County, CO

Jurisdiction and State

2021/2022

Year

This letter authorizes Ryan, LLC and its affiliate, Ryan Tax Compliance Services, LLC to represent the above-named property as its property tax agent in the jurisdiction and state named above. This authorization includes, but is not limited to: filing property renditions or returns; signing and filing appeals; examining property tax records; and, appearances before the assessor, boards of equalization or review, or other governmental agencies responsible for the assessment of property.

A copy of any application or appeal attached to this authorization has been provided to the undersigned property owner. A facsimile or scanned image of a signature below shall constitute an original signing of this authorization and the document containing the original signature will be submitted upon request.

This authorization shall remain effective as long as permitted by law or until revoked in writing by the owner. The person signing below certifies that they are a duly appointed officer, representative or agent of the owner and that they have the legal capacity to execute this authorization.

Property Owner:



Matthew J. Peterson

9/2/21

Signature

Printed Name

Date

MANAGING DIRECTOR

Title

Sworn and subscribed before me this 20th day of September, 2021.





Notary Public

My commission expires: 05/14/2025

ABATEMENT FOR TAX YEAR:		2020
TODAYS DATE	06/07/22	Abatement Worksheet
BUSINESS NAME:	Lime	
ACCOUNT NUMBER:	P0037735	
PARCEL NUMBER:		

	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY	TAX DOLLARS
ORIGINAL VALUE	\$415,278	\$120,430	100.303	\$12,079.49
REVISED VALUE	\$0	\$0	100.303	\$0.00
ABATED VALUE	\$415,278	\$120,430	100.303	\$12,079.49

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

PP was exempt under the 30 day or less rental period.

TS

ADDED ASSESSMENT FOR TAX YEAR:

BUSINESS NAME:		
ACCOUNT NUMBER:		
PARCEL NUMBER:		

	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY	TAX DOLLARS
ORIGINAL VALUE		\$0		\$0.00
REVISED VALUE		\$0	0	\$0.00
ADDED VALUE	\$0	\$0	0	\$0.00

RECEIVED

JUN 13 2022

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: Adams

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

OFFICE OF THE
ADAMS COUNTY ASSESSOR

Section I: Petitioner, please complete Section I only.

Date: 05/31/2022
Month Day Year

Petitioner's Name: LIME C/O NEUTRON HOLDINGS INC
Petitioner's Mailing Address: 85 2ND ST STE 100
SAN FRANCISCO CA 941053400
City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
<u>P0037735</u>	<u>2200 E 76th Ave Ste C400</u>

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for property tax year(s) 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.)

Rental personal property exempt under 30 day or less rental period.

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.

Daytime Phone Number (630) 444-2777
Petitioner's Signature
By *Luis P. Ferrero* E-Mail Address Tax@advantax.com
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 §(1), C.R.S.

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

	Tax Year <u>2020</u>			Tax Year <u>2021</u>		
	Actual	Assessed	Tax	Actual	Assessed	Tax
Original	_____	_____	_____	_____	_____	_____
Corrected	_____	_____	_____	_____	_____	_____
Abate/Refund	<u>Please see attached Abatement Worksheet</u>					
<input type="checkbox"/> Assessor recommends approval as outlined above.						
If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(i)(D), C.R.S.						
Tax year: <u>2020</u> Protest?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes (If a protest was filed, please attach a copy of the NOD.)				
Tax year: <u>2021</u> Protest?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes (If a protest was filed, please attach a copy of the NOD.)				
<input type="checkbox"/> Assessor recommends denial for the following reason(s):						
						<u><i>Kru</i></u> 6/13/2022 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 _____		
	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 _____ 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

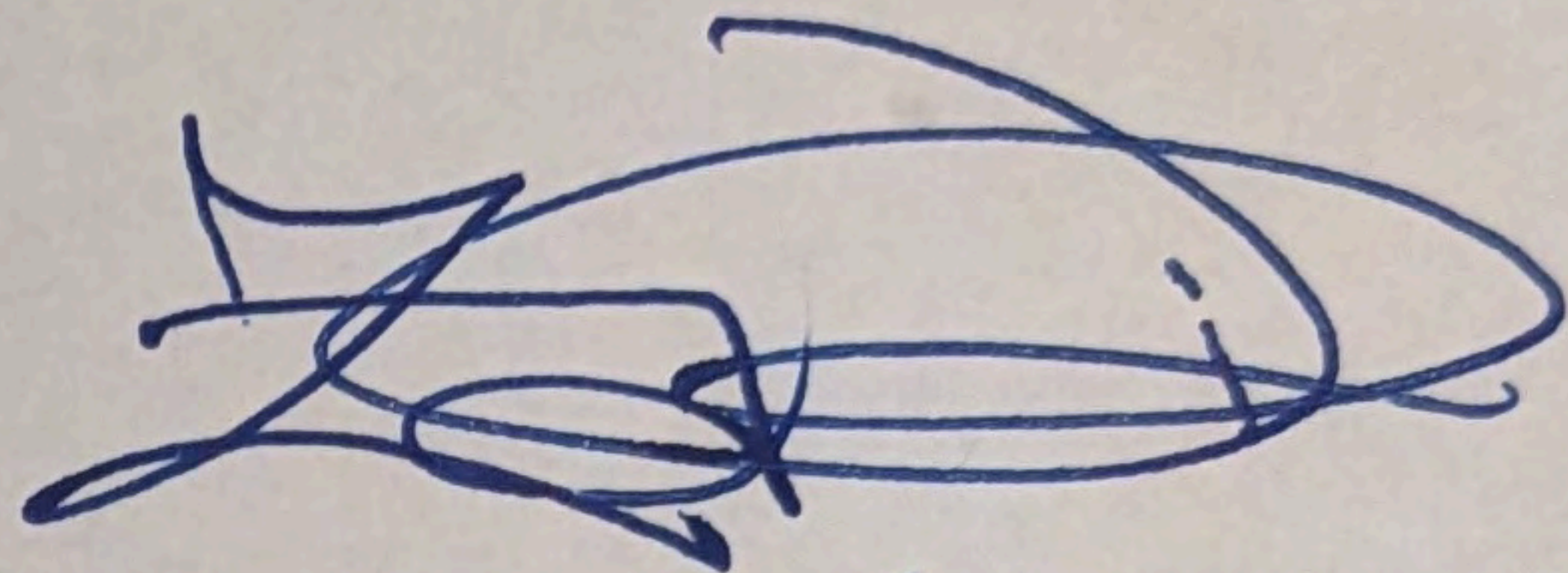
Property Tax Administrator's Signature Date _____

LETTER OF AUTHORIZATION

Neutron Holdings Inc. D.B.A Lime , hereby appoints and authorizes **Advantax, Inc.** and/or its designee as its ad valorem tax agent. This Authorization includes, but is not limited to, the right to receive confidential ad valorem assessment information; file returns, renditions and applications; examine any property records; meet, discuss and/or appeal any tax assessments with the appropriate officials; as it pertains to property that is owned by the undersigned taxpayer, or in which the undersigned taxpayer has an ownership interest.

This authorization is effective for the 2020, 2021 and 2022 assessment and/or tax years.

Signed this 12th day of July, 2022.



By: ZAHIN RAHMAN

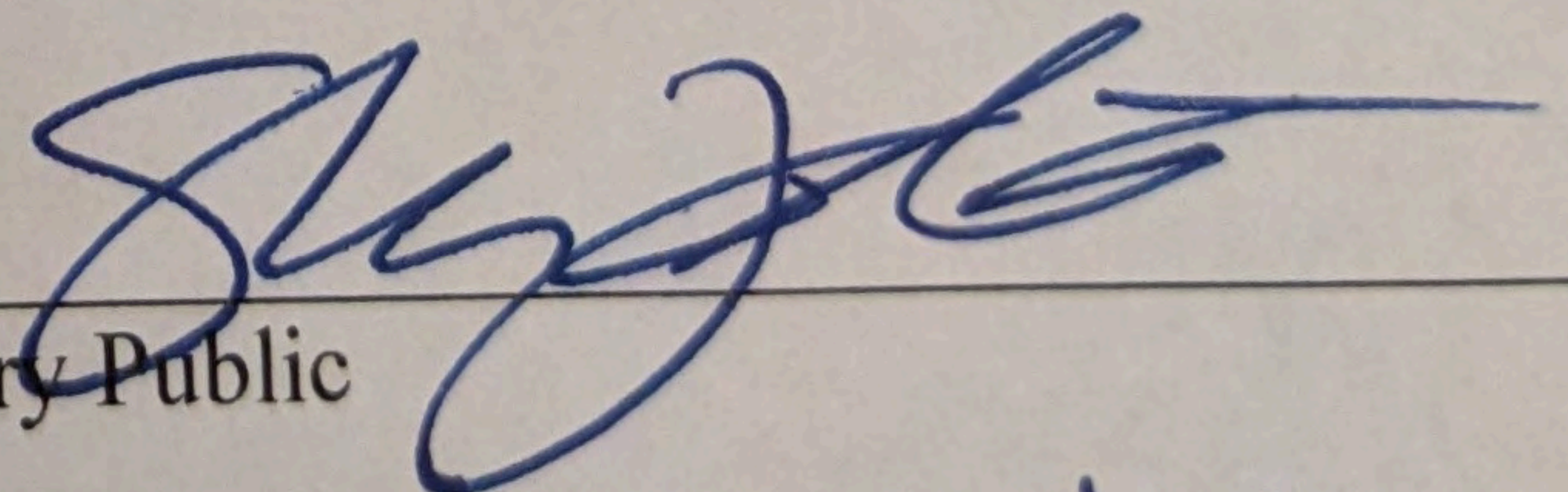
Title: TAX MANAGER

State of Oregon

County of Multnomah

This instrument was acknowledged and signed before me this 12 day of July, 2022.

By Sarah Dukart of On Point CCU



Notary Public

My commission expires: 4/21/26

(SEAL)



ABATEMENT FOR TAX YEAR:		2021
TODAYS DATE	06/07/22	Abatement Worksheet
BUSINESS NAME:	Lime	
ACCOUNT NUMBER:	P0037735	
PARCEL NUMBER:		

	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY	TAX DOLLARS
ORIGINAL VALUE	\$753,189	\$218,420	98.659	\$21,549.10
REVISED VALUE	\$0	\$0	98.659	\$0.00
ABATED VALUE	\$753,189	\$218,420	98.659	\$21,549.10

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

PP was exempt under the 30 day or less rental period.

TS

ADDED ASSESSMENT FOR TAX YEAR:

BUSINESS NAME:		
ACCOUNT NUMBER:		
PARCEL NUMBER:		

	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY	TAX DOLLARS
ORIGINAL VALUE		\$0		\$0.00
REVISED VALUE		\$0	0	\$0.00
ADDED VALUE	\$0	\$0	0	\$0.00

RECEIVED

JUN 13 2022

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: Adams

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

OFFICE OF THE ADAMS COUNTY ASSESSOR

Section I: Petitioner, please complete Section I only.

Date: 05/31/2022 (Month Day Year)

Petitioner's Name: LIME C/O NEUTRON HOLDINGS INC
Petitioner's Mailing Address: 85 2ND ST STE 100
SAN FRANCISCO CA 941053400

Table with 2 columns: SCHEDULE OR PARCEL NUMBER(S) and PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY. Row 1: P0037735, 2200 E 76th Ave Ste C400

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.)

Rental personal property exempt under 30 day or less rental period.

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

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: [Signature]
Daytime Phone Number: (630) 444-2777
By: [Signature] Agent's Signature
E-Mail Address: Tax@advantax.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 §(1), C.R.S.

Section II: Assessor's Recommendation (For Assessor's Use Only)
Table with columns: Tax Year 2020 (Actual, Assessed, Tax) and Tax Year 2021 (Actual, Assessed, Tax)
Abate/Refund: Please see attached Abatement Worksheet
Assessor recommends approval as outlined above.
Tax year: 2020 Protest? [X] No [] Yes
Tax year: 2021 Protest? [X] No [] Yes
Assessor recommends denial for the following reason(s):
[Signature] 6/13/2022

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 _____ 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

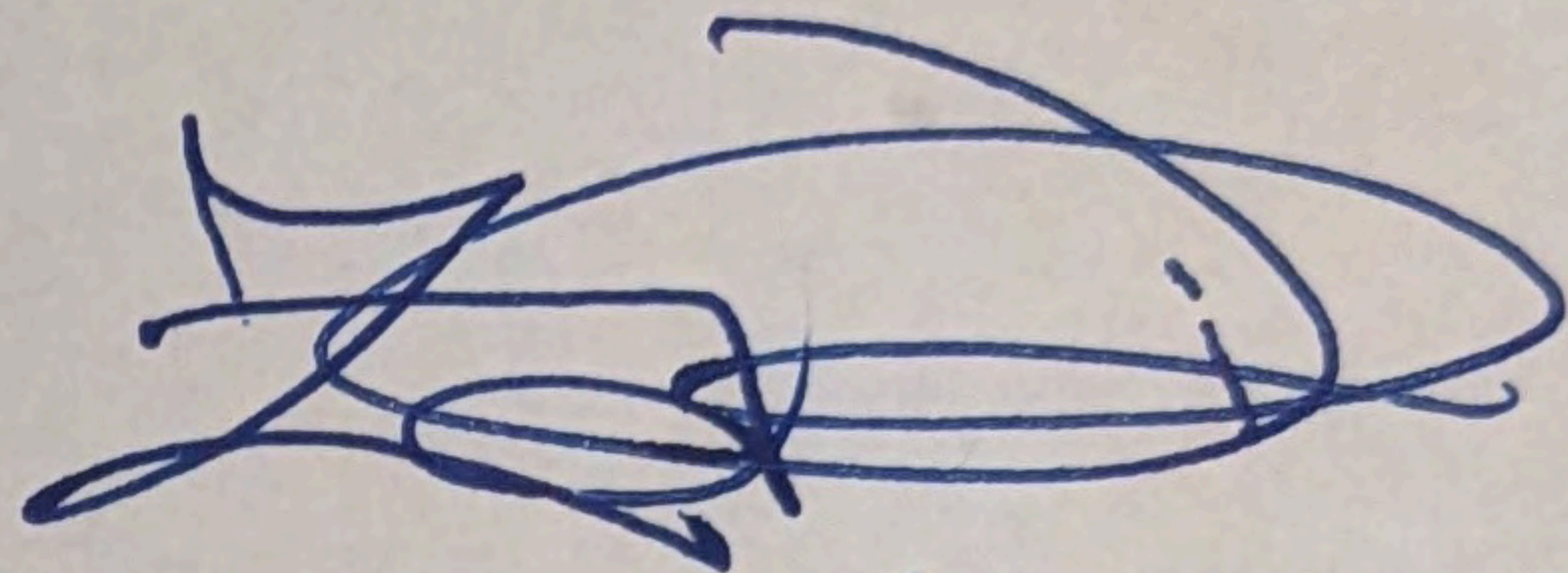
Date

LETTER OF AUTHORIZATION

Neutron Holdings Inc. D.B.A Lime , hereby appoints and authorizes **Advantax, Inc.** and/or its designee as its ad valorem tax agent. This Authorization includes, but is not limited to, the right to receive confidential ad valorem assessment information; file returns, renditions and applications; examine any property records; meet, discuss and/or appeal any tax assessments with the appropriate officials; as it pertains to property that is owned by the undersigned taxpayer, or in which the undersigned taxpayer has an ownership interest.

This authorization is effective for the 2020, 2021 and 2022 assessment and/or tax years.

Signed this 12th day of July , 2022 .



By: ZAHIN RAHMAN

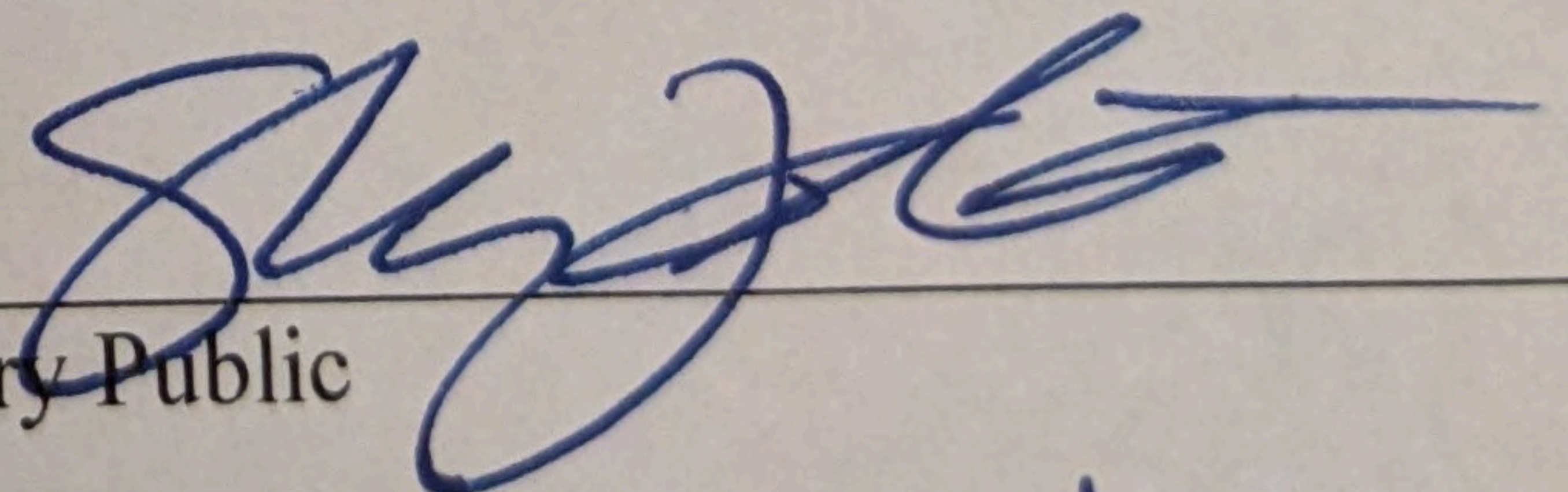
Title: TAX MANAGER

State of Oregon

County of Multnomah

This instrument was acknowledged and signed before me this 12 day of July , 2022 .

By Sarah Dukart of Onpoint CCU



Notary Public

My commission expires: 4/21/26

(SEAL)





PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: August 2, 2022
SUBJECT: Resolution accepting Warranty Deed conveying property from John C. Burgess and Daniel L. Whelan to Adams County for road right-of-way
FROM: Brian Staley, P.E., PTOE, RSP, Director of Public Works Janet Lundquist, Deputy Director of Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners accepts the 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 along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue for the Miscellaneous Concrete and ADA Ramps Project. The intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps. The attached resolution allows Adams County to accept the Warranty Deed.

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
Warranty Deed
Planning Commission resolution

FISCAL IMPACT:

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

Fund:
Cost Center:

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION ACCEPTING WARRANTY DEED CONVEYING PROPERTY FROM JOHN
C. BURGESS AND DANIEL L. WHELAN TO ADAMS COUNTY FOR ROAD RIGHT-OF-
WAY

WHEREAS, Adams County is in the process of acquiring right-of-way for the Miscellaneous Concrete and ADA Ramps Project along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue (“Project”); and,

WHEREAS, this right-of-way parcel is from property at 8200 Delaware Street, located in the Southwest Quarter of Section 27, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado and is owned by John C. Burgess and Daniel L. Whelan, (“Parcel”); and,

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

WHEREAS, John C. Burgess and Daniel L. Whelan have executed a Warranty Deed to convey the Parcel for road right-of-way purposes for Delaware Street 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 24th day of February, 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 John C. Burgess and Daniel L. Whelan, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.

WARRANTY DEED

THIS DEED, dated this 24th day of August, 2021, between **JOHN C. BURGESS and Daniel L. Whelan**, whose address is 8200 Delaware Street, Denver, Colorado 80221, 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 TWO HUNDRED AND NO/100 DOLLARS (\$200.00), 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: being a portion of 8200 Delaware Street
Assessor's schedule or parcel number: part of 0-1719-27-3-12-010

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.

JOHN C. BURGESS

DANIEL L. WHELAN

John C. Burgess

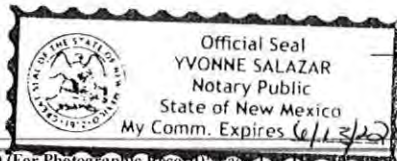
Daniel L. Whelan

STATE OF New Mexico
County of Chaves)§

The foregoing instrument was acknowledged before me this 24 day of August, 2021, by JOHN C. BURGESS and DANIEL L. WHELAN.

Witness my hand and official seal.
My commission expires:

JUNE 13, 2022



[Signature]

Notary Public

EXHIBIT "A"

**DEED FROM JOHN C BURGESS & DANIEL L WHELAN
TO
TO THE COUNTY OF ADAMS, STATE OF COLORADO**

Legal Description

A parcel of land being a portion of Lot 10, Block 2 of the SHERRELWOOD ESTATES FILING NO. 9, a Subdivision recorded on March 29, 1966 in File No. 12 Map 7 Reception No. 182702 in the Office of the Clerk and Recorder of Adams County, Colorado, located in the Southwest Quarter of Section 27, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, being more particularly described as follows:

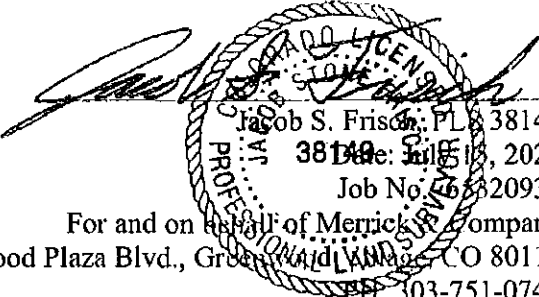
All bearings are grid bearings of the Colorado State Plane Coordinate System North Zone, North American Datum of 1983 and based on the assumption that the line from the range point at the intersection of Dawson (aka Dakin) St. and Linda Lane, being a found 1" rebar with no cap in a range box and the easterly most corner of Tract A Block 28 SHERRELWOOD ESTATES FILING NO. 1 being a found #4 rebar with no cap bears South 72°55'09" East.

Commencing at said range point at the intersection of Dakin St. and Linda Lane;
THENCE North 05°00'56" East a distance of 3131.31 feet to the Southwest Corner of said Lot 10, being the Point of Beginning.

THENCE North 05°05'44" West along the westerly line of said Lot a distance of 3.00 feet;
THENCE leaving said westerly line South 39°00'25" East a distance of 3.58 feet to a point on the southerly line of said Lot 10;
THENCE South 84°10'59" West along the southerly line of said Lot 10 a distance of 2.00 feet to the Point of Beginning.

Containing 3 square feet, more or less.

Legal description prepared by:


Jacob S. Frisco, P.E. License No. 38149
Expires: 5/15, 2021
Job No. 20931
For and on behalf of Merrick & Company
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
PH: 303-751-0741

NOTE:

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

Subdivision base map and ownership data provided by Adams County Public Works.

ADAMS COUNTY PUBLIC WORKS
EXHIBIT "B"
 LOCATED in the SW1/4 of SEC 27, T2S, R68W of the 6th P.M.,
 COUNTY OF ADAMS, STATE OF COLORADO

DELAWARE ST.

JOHN C BURGESS & DANIEL L WHELAN
 LOT 10, BLOCK 2
 SHERRELWOOD ESTATES FILING NO. 9

8200 DELAWARE ST.
 PN: 1719-27-3-12-10

N05°05'44"W 3.00'
 S39°00'25"E 3.58'
 AREA=3 SQ FT ±
 S84°10'59"W 2.00'

MARIGOLD DR.

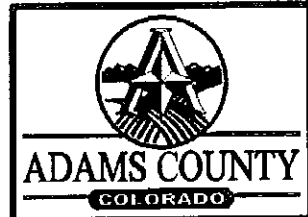
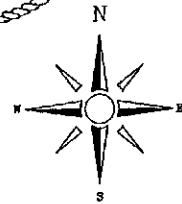
N05°00'56"E 3131.31'

POINT OF COMMENCEMENT
 RANGE PT. AT INT. DAKIN ST. & LINDA LN.
 FOUND 1" REBAR WITH NO CAP
 IN A RANGE BOX 1' BELOW ASPHALT

BASIS OF BEARINGS:
 S72°55'09"E 1111.25'

E'LY MOST COR.
 TRACT A BLOCK 28
 FOUND #4 REBAR
 NO CAP, FLUSH
 WITH GRASS

Jacob Stone, Frisch, Bl. No. 8149
 Date: July 15, 2021
 Job No. 320931
 For and on behalf of
 Merrick & Co. LAND SURVEYOR



LINEAL UNITS=US SURVEY FEET
 0 30 60 Feet

THIS EXHIBIT IS NOT A BOUNDARY
 SURVEY AND SHOULD NOT BE USED AS
 SUCH. IT IS INTENDED ONLY TO DEPICT
 THE ATTACHED LEGAL DESCRIPTION.

THIS DAY: July 15, 2021
 CREATED BY: AMBER CHRISTINE

AGENDA ITEM

PLANNING COMMISSION FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION RECOMMENDING ACCEPTANCE OF A WARRANTY DEED
FROM JOHN C. BURGESS AND DANIEL L. WHELAN 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 24th day of February, 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 John C. Burgess and Daniel L. Whelan 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 Miscellaneous Concrete and ADA Ramps Project along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue, located in the Southwest Quarter of Section 27, Township 2 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 John C. Burgess and Daniel L. Whelan be accepted by the Board of County Commissioners.

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

I, John F. Dupriost, 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: August 2, 2022
SUBJECT: Resolution accepting Warranty Deed conveying property from William J. Rinkor to Adams County for road right-of-way
FROM: Brian Staley, P.E., PTOE, RSP, Director of Public Works Janet Lundquist, Deputy Director of Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners accepts the 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 along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue for the Miscellaneous Concrete and ADA Ramps Project. The intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps. The attached resolution allows Adams County to accept the Warranty Deed.

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
Warranty Deed
Planning Commission resolution

FISCAL IMPACT:

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

Fund:
Cost Center:

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION ACCEPTING WARRANTY DEED CONVEYING PROPERTY FROM
WILLIAM J. RINKOR TO ADAMS COUNTY FOR ROAD RIGHT-OF-WAY

WHEREAS, Adams County is in the process of acquiring right-of-way for the Miscellaneous Concrete and ADA Ramps Project along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue (“Project”); and,

WHEREAS, this right-of-way parcel is from property at 8201 Delaware Street, located in the Southwest Quarter of Section 27, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado and is owned by William J. Rinkor, (“Parcel”); and,

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

WHEREAS, William J. Rinkor has executed a Warranty Deed to convey the Parcel for road right-of-way purposes for Delaware Street 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 24th day of February, 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 William J. Rinkor, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.

WARRANTY DEED

THIS DEED, dated this 25th day of August, 2021, between **WILLIAM J. RINKOR**, whose address is 8201 Delaware Street, Denver, Colorado 80221, 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 TWO HUNDRED TWENTY AND NO/100 DOLLARS (\$220.00), 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: being a portion of 8201 Delaware Street
Assessor's schedule or parcel number: part of 0-1719-27-3-10-012

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.

WILLIAM J. RINKOR

WJ Rinkor

STATE OF Colorado)
) §
County of Jefferson)

The foregoing instrument was acknowledged before me this 25th day of August, 2021, by **WILLIAM J. RINKOR**.

Witness my hand and official seal.

My commission expires: 12/19/2023



Nicholas Jay Katz
Notary Public

EXHIBIT "A"
DEED FROM WILLIAM J RINKOR
TO
TO THE COUNTY OF ADAMS, STATE OF COLORADO

Legal Description

A parcel of land being a portion of Lot 12, Block 3 of the SHERRELWOOD ESTATES FILING NO. 9, a Subdivision recorded on March 29, 1966 in File No. 12 Map 7 Reception No. 182702 in the Office of the Clerk and Recorder of Adams County, Colorado, located in the Southwest Quarter of Section 27, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado, being more particularly described as follows:

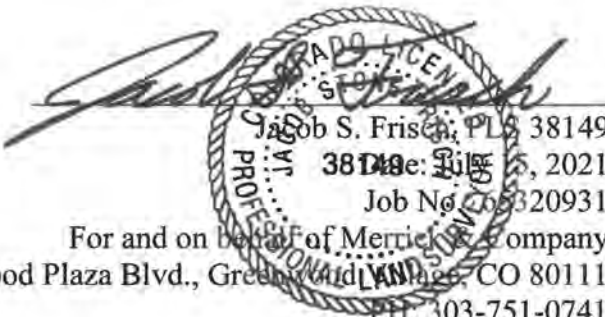
All bearings are grid bearings of the Colorado State Plane Coordinate System North Zone, North American Datum of 1983 and based on the assumption that the line from the range point at the intersection of Dawson (aka Dakin) St. and Linda Lane, being a found 1" rebar with no cap in a range box and the easterly most corner of Tract A Block 28 SHERRELWOOD ESTATES FILING NO. 1 being a found #4 rebar with no cap bears South 72°55'09" East.

Commencing at said range point at the intersection of Dakin St. and Linda Lane;
THENCE North 03°56'01" East a distance of 3120.59 feet to the Southwest Corner of said Lot 12, being the Point of Beginning.

THENCE South 84°10'59" West along the southerly line of said Lot 12 a distance of 4.00 feet;
THENCE leaving said southerly line North 25°47'26" East a distance of 7.63 feet to a point on the easterly line of said Lot 12;
THENCE South 05°49'01" East along the easterly line of said Lot 12 a distance of 6.50 feet to the Point of Beginning.

Containing 13 square feet, more or less.

Legal description prepared by:


Jacob S. Frisco, P.E. 38149
Date: July 5, 2021
Job No. 205320931
For and on behalf of Merrick & Company
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
PH: 303-751-0741

NOTE:

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

Subdivision base map and ownership data provided by Adams County Public Works.

ADAMS COUNTY PUBLIC WORKS
EXHIBIT "B"

LOCATED in the SW1/4 of SEC 27, T2S, R68W of the 6th P.M.,
COUNTY OF ADAMS, STATE OF COLORADO

WILLIAM J RINKOR
LOT 12, BLOCK 3
SHERRELWOOD ESTATES FILING NO. 9

8201 DELAWARE ST.
PN: 1719-27-3-10-012

DELAWARE ST.

N25°47'26"E 7.63'

AREA=13 SQ FT ±

S05°49'01"E 6.50'

S84°10'59"W 4.00'

POINT OF
BEGINNING

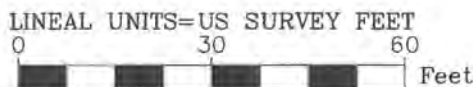
MARIGOLD DR.

N03°56'01"E 3120.59'

POINT OF COMMENCEMENT
RANGE PT. AT INT. DAKIN ST. & LINDA LN.
FOUND 1" REBAR WITH NO CAP
IN A RANGE BOX 1' BELOW ASPHALT

BASIS OF BEARINGS:
S72°55'09"E 1111.25'

E'LY MOST COR.
TRACT A BLOCK 28
FOUND #4 REBAR
NO CAP, FLUSH
WITH GRASS



THIS EXHIBIT IS NOT A BOUNDARY
SURVEY AND SHOULD NOT BE USED AS
SUCH. IT IS INTENDED ONLY TO DEPICT
THE ATTACHED LEGAL DESCRIPTION.

AGENDA ITEM

PLANNING COMMISSION FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION RECOMMENDING ACCEPTANCE OF A WARRANTY DEED
FROM WILLIAM J. RINKOR 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 24th day of February, 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 William J. Rinkor 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 Miscellaneous Concrete and ADA Ramps Project along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue, located in the Southwest Quarter of Section 27, Township 2 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 William J. Rinkor 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: August 2, 2022
SUBJECT: Resolution accepting Special Warranty Deed conveying property from Juan M. Uribe to Adams County for road right-of-way
FROM: Brian Staley, P.E., PTOE, RSP, Director of Public Works Janet Lundquist, Deputy Director of Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners accepts the 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 along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue for the Miscellaneous Concrete and ADA Ramps Project. The intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps. The attached resolution allows Adams County to accept the Special Warranty Deed.

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
Special Warranty Deed
Planning Commission resolution

FISCAL IMPACT:

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

Fund:
Cost Center:

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION ACCEPTING SPECIAL WARRANTY DEED CONVEYING PROPERTY
FROM JUAN M. URIBE TO ADAMS COUNTY FOR ROAD RIGHT-OF-WAY

WHEREAS, Adams County is in the process of acquiring right-of-way for the Miscellaneous Concrete and ADA Ramps Project along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue (“Project”); and,

WHEREAS, this right-of-way parcel is from property at 81 Marigold Drive, located in the Southeast Quarter of Section 27, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado and is owned by Juan M. Uribe, (“Parcel”); and,

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

WHEREAS, Juan M. Uribe has executed a Special Warranty Deed to convey the Parcel for road right-of-way purposes for Marigold Drive 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 24th day of February, 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 Juan M. Uribe, 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 _____ day of _____ 2021, between **JUAN M. URIBE**, whose address is 81 Marigold Drive, Denver, Colorado 80221, grantor(s), and **THE COUNTY OF ADAMS, State of Colorado**, whose legal address is 4430 South Adams County Parkway, Brighton, Colorado 80601 of the County of Adams and State of Colorado, grantee(s):

WITNESS, that the grantor(s), for and in consideration of the sum of **FOUR HUNDRED NINETY-FIVE AND NO/100 DOLLARS (\$495.00)**, 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: being a portion of 81 Marigold Drive

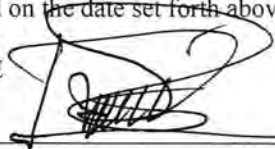
Assessor's schedule or parcel number: part of 0-1719-27-3-17-005

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.

JUAN M. URIBE




STATE OF Colorado)
) §
County of Adams)

The foregoing instrument was acknowledged before me this 17 day of September 2021, by JUAN M. URIBE.

Witness my hand and official seal.
My commission expires: June 30, 2025

AYLIN VIDAL ARMENTA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20214025975
COMMISSION EXPIRES JUNE 30, 2025


Notary Public

Name and Address of Person Creating Newly Created Legal Description (§38-35-106.5, C.R.S.)

EXHIBIT "A"
DEED FROM JUAN M URIBE
TO
TO THE COUNTY OF ADAMS, STATE OF COLORADO

Legal Description

A parcel of land being a portion of Lot 5, Block 33 of the SHERRELWOOD ESTATES FILING NO. 5, a Subdivision recorded on October 19, 1959 in File No. 10 Map 342 Reception No. 594560 in the Office of the Clerk and Recorder of Adams County, Colorado, located in the Southeast Quarter of Section 27, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado, being more particularly described as follows:

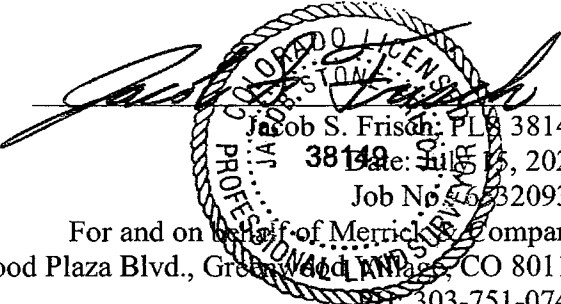
All bearings are grid bearings of the Colorado State Plane Coordinate System North Zone, North American Datum of 1983 and based on the assumption that the line from the range point at the intersection of Dawson (aka Dakin) St. and Linda Lane, being a found 1" rebar with no cap in a range box and the easterly most corner of Tract A Block 28 SHERRELWOOD ESTATES FILING NO. 1 being a found #4 rebar with no cap bears South 72°55'09" East.

Commencing at said range point at the intersection of Dakin St. and Linda Lane;
THENCE North 22°07'33" East a distance of 3203.20 feet to the Southwest Corner of said Lot 5, being the Point of Beginning.

THENCE North 00°00'37" East along the westerly of said Lot a distance of 6.00 feet;
THENCE leaving said westerly line South 39°47'58" East a distance of 7.81 feet to a point on the southerly line of said Lot 5;
THENCE North 90°00'00" West along the southerly line of said Lot 5 a distance of 5.00 feet to the Point of Beginning.

Containing 15 square feet, more or less.

Legal description prepared by:


Jacob S. Frisch: PL 38149
Date: July 15, 2021
Job No. 46320931
For and on behalf of Merrick & Company
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
PH: 303-751-0741

NOTE:

Exhibit "B" attached and hereby made a part thereof.
Subdivision base map and ownership data provided by Adams County Public Works.

ADAMS COUNTY PUBLIC WORKS
EXHIBIT "B"

LOCATED in the SW1/4 of SEC 27, T2S, R68W of the 6th P.M.,
COUNTY OF ADAMS, STATE OF COLORADO

JUAN M URIBE
LOT 5, BLOCK 33
SHERRELWOOD ESTATES FILING NO. 5

81 MARIGOLD DR.
PN: 1719-27-3-17-005

ACOMA ST.

N00°00'37"E 6.00'

S39°47'58"E 7.81'

AREA=15 SQ FT ±

N90°00'00"W 5.00'

MARIGOLD DR.

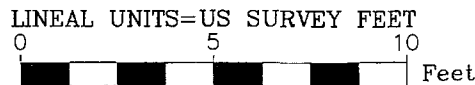
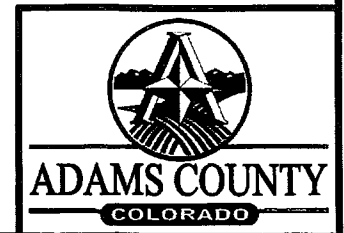
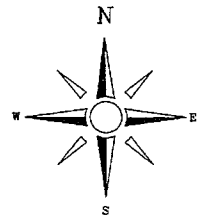
POINT OF
BEGINNING

N22°07'33"E 3203.20'

POINT OF COMMENCEMENT
RANGE PT. AT INT. DAKIN ST. & LINDA LN.
FOUND 1" REBAR WITH NO CAP
IN A RANGE BOX 1' BELOW ASPHALT

BASIS OF BEARINGS:
S72°55'09"E 1111.25'

E'LY MOST COR.
TRACT A BLOCK 28
FOUND #4 REBAR
NO CAP, FLUSH
WITH GRASS



THIS EXHIBIT IS NOT A BOUNDARY
SURVEY AND SHOULD NOT BE USED AS
SUCH. IT IS INTENDED ONLY TO DEPICT
THE ATTACHED LEGAL DESCRIPTION.

THIS DAY: July 15, 2021 CREATED BY: AMBER CHRISTINE

AGENDA ITEM

PLANNING COMMISSION FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION RECOMMENDING ACCEPTANCE OF A SPECIAL WARRANTY DEED
FROM JUAN M. URIBE 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 24th day of February, 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 Juan M. Uribe for right-of-way purposes on the following described land to wit:

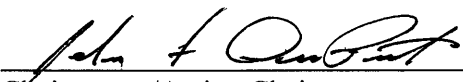
Legal description as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

WHEREAS, this Special Warranty Deed is in conjunction with the Miscellaneous Concrete and ADA Ramps Project along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue, located in the Southeast Quarter of Section 27, Township 2 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 Juan M. Uribe 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: August 2, 2022
SUBJECT: Resolution accepting Warranty Deed conveying property from George Wilson and Sandra G. Skinner to Adams County for road right-of-way
FROM: Brian Staley, P.E., PTOE, RSP, Director of Public Works Janet Lundquist, Deputy Director of Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners accepts the 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 along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue for the Miscellaneous Concrete and ADA Ramps Project. The intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps. The attached resolution allows Adams County to accept the Warranty Deed.

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
Warranty Deed
Planning Commission resolution

FISCAL IMPACT:

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

Fund:
Cost Center:

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION ACCEPTING WARRANTY DEED CONVEYING PROPERTY FROM
GEORGE WILSON AND SANDRA G. SKINNER TO ADAMS COUNTY FOR ROAD
RIGHT-OF-WAY

WHEREAS, Adams County is in the process of acquiring right-of-way for the Miscellaneous Concrete and ADA Ramps Project along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue (“Project”); and,

WHEREAS, this right-of-way parcel is from property at 61 Marigold Drive, located in the Southeast Quarter of Section 27, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado and is owned by George Wilson and Sandra G. Skinner, (“Parcel”); and,

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

WHEREAS, George Wilson and Sandra G. Skinner have executed a Warranty Deed to convey the Parcel for road right-of-way purposes for Marigold Drive 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 28th day of April, 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 George Wilson and Sandra G. Skinner, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.

WARRANTY DEED

THIS DEED, dated this 16 day of November 2021, between **GEORGE WILSON AND SANDRA G. SKINNER**, whose address is 61 Marigold Drive, Denver, Colorado 80221, 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 TWO HUNDRED TEN AND NO/100 DOLLARS (\$210.00), 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: being a portion of 61 Marigold Drive
Assessor's schedule or parcel number: part of 0-1719-27-3-17-006

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;

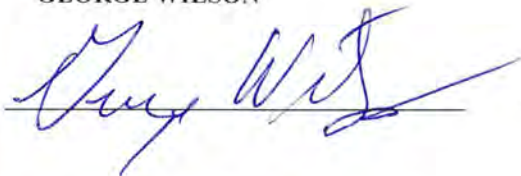
TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee(s), its successors and assigns forever. The grantor(s), for itself, its successors and assigns, do covenant, grant, bargain and agree to and with the grantee(s), its successors and assigns, that 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.

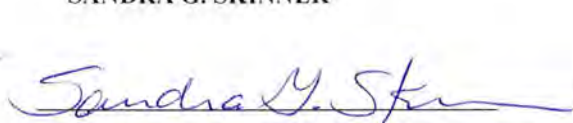
The grantor(s) shall and will **WARRANT AND FOREVER DEFEND** the above bargained premises in the quiet and peaceable possession of the grantee(s), its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

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

GEORGE WILSON

SANDRA G. SKINNER





STATE OF Colorado)
County of Jefferson) §

FATIMA RODRIGUEZ
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20204036381
MY COMMISSION EXPIRES OCTOBER 16, 2024

The foregoing instrument was acknowledged before me this 16th day of November, 2021, by GEORGE WILSON and SANDRA G. SKINNER.

Witness my hand and official seal.
My commission expires:

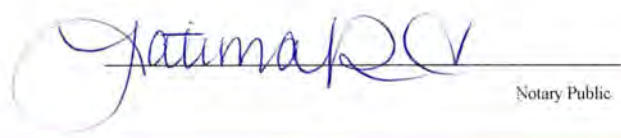

Notary Public

EXHIBIT "A"

**DEED FROM GEORGE WILSON & SANDRA G SKINNER
TO
TO THE COUNTY OF ADAMS, STATE OF COLORADO**

Legal Description

A parcel of land being a portion of Lot 6, Block 33 of the SHERRELWOOD ESTATES FILING NO. 5, a Subdivision recorded on October 19, 1959 in File No. 10 Map 342 Reception No. 594560 in the Office of the Clerk and Recorder of Adams County, Colorado, located in the Southeast Quarter of Section 27, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado, being more particularly described as follows:


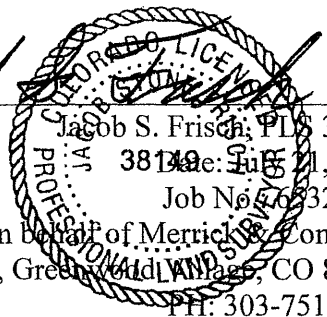
All bearings are grid bearings of the Colorado State Plane Coordinate System North Zone, North American Datum of 1983 and based on the assumption that the line from the range point at the intersection of Dawson (aka Dakin) St. and Linda Lane, being a found 1" rebar with no cap in a range box and the easterly most corner of Tract A Block 28 SHERRELWOOD ESTATES FILING NO. 1 being a found #4 rebar with no cap bears South 72°55'09" East.

Commencing at said range point at the intersection of Dakin St. and Linda Lane;
THENCE North 25°28'44" East a distance of 3266.46 feet the Southeast Corner of said Lot 6, being the Point of Beginning.

THENCE North 79°03'07" West along the southerly line of said Lot 6 a distance of 5.00 feet;
THENCE leaving said southerly line North 47°32'11" East a distance of 8.71 feet to a point on the easterly line of said Lot 6;
THENCE South 12°32'23" West along said easterly line a distance of 7.00 feet to the Point of Beginning.

Containing 17 square feet, more or less.

Legal description prepared by:



Jacob S. Frisch, PLS 38149
38149 License Expires July 21, 2021
Job No. 66320931
For and on behalf of Merrick & Company
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
PH: 303-751-0741

NOTE:

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

Subdivision base map and ownership data provided by Adams County Public Works.

ADAMS COUNTY PUBLIC WORKS
 EXHIBIT "B"
 LOCATED in the SW1/4 of SEC 27, T2S, R68W of the 6th P.M.,
 COUNTY OF ADAMS, STATE OF COLORADO

GEORGE WILSON
 & SANDRA G SKINNER
 LOT 6, BLOCK 33
 SHERRELWOOD ESTATES
 FILING NO. 5

61 MARIGOLD DR.
 PN: 1719-27-3-17-006

N47°32'11"E 8.71'

AREA=17 SQ FT ±

ACOMA WAY

S12°32'23"W 7.00'

N79°03'07"W 5.00'

MARIGOLD DR.

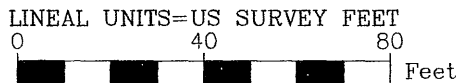
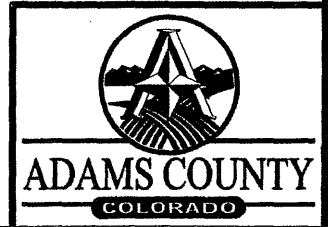
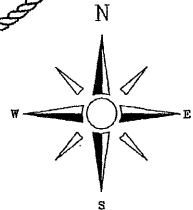
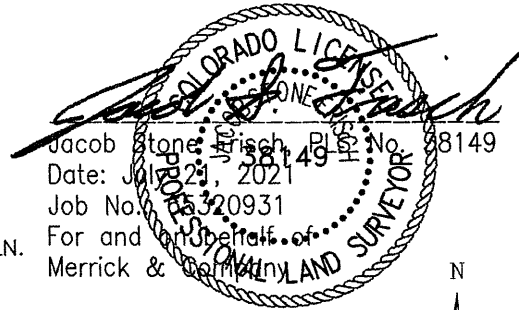
POINT OF BEGINNING

N25° 28' 44"E 3266.46'

POINT OF COMMENCEMENT
 RANGE PT. AT INT. DAKIN ST. & LINDA LN.
 FOUND 1" REBAR WITH NO CAP
 IN A RANGE BOX 1' BELOW ASPHALT

BASIS OF BEARINGS:
 S72°55'09"E 1111.25'

E'LY MOST COR.
 TRACT A BLOCK 28
 FOUND #4 REBAR
 NO CAP, FLUSH
 WITH GRASS



THIS EXHIBIT IS NOT A BOUNDARY SURVEY AND SHOULD NOT BE USED AS SUCH. IT IS INTENDED ONLY TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

THIS DAY: July 12, 2021. CREATED BY: AMBER CHRISTINE

AGENDA ITEM

PLANNING COMMISSION FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION RECOMMENDING ACCEPTANCE OF A WARRANTY DEED
FROM GEORGE WILSON AND SANDRA G. SKINNER 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 28th day of April, 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 George Wilson and Sandra G. Skinner 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 Miscellaneous Concrete and ADA Ramps Project along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue, located in the Southeast Quarter of Section 27, Township 2 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 George Wilson and Sandra G. Skinner 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: August 2, 2022
SUBJECT: Resolution accepting Warranty Deed conveying property from The Angelina Helen Lucero Trust Dated January 8, 2009, to Adams County for road right-of-way
FROM: Brian Staley, P.E., PTOE, RSP, Director of Public Works Janet Lundquist, Deputy Director of Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners accepts the 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 along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue for the Miscellaneous Concrete and ADA Ramps Project. The intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps. The attached resolution allows Adams County to accept the Warranty Deed.

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
Warranty Deed
Planning Commission resolution

FISCAL IMPACT:

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

Fund:
Cost Center:

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION ACCEPTING WARRANTY DEED CONVEYING PROPERTY FROM THE
ANGELINA HELEN LUCERO TRUST DATED JANUARY 8, 2009, TO ADAMS COUNTY
FOR ROAD RIGHT-OF-WAY

WHEREAS, Adams County is in the process of acquiring right-of-way for the Miscellaneous Concrete and ADA Ramps Project along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue (“Project”); and,

WHEREAS, this right-of-way parcel is from property at 8298 Elati Street, located in the Southwest Quarter of Section 27, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado and is owned by The Angelina Helen Lucero Trust, dated January 8, 2009, (“Parcel”); and,

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

WHEREAS, The Angelina Helen Lucero Trust, dated January 8, 2009, has executed a Warranty Deed to convey the Parcel for road right-of-way purposes for Elati Street 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 24th day of February, 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 The Angelina Helen Lucero Trust, dated January 8, 2009, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.

WARRANTY DEED

THIS DEED, dated this 22nd day of September 2021, between **THE ANGELINA HELEN LUCERO TRUST DATED JANUARY 8, 2009**, whose address is 8294 Elati Street, Denver, Colorado 80221, 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 TWO THOUSAND THIRTY-FIVE AND NO/100 DOLLARS (\$2,035.00), 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: being a portion of 8298 Elati Street
Assessor's schedule or parcel number: part of 0-1719-27-3-10-025

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 infeasible 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.

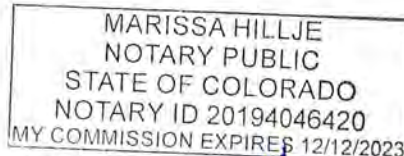
The grantor(s) shall and will **WARRANT AND FOREVER DEFEND** the above bargained premises in the quiet and peaceable possession of the grantee(s), its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

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

**THE ANGELINA HELEN LUCERO TRUST
DATED JANUARY 8, 2009
ANGELINA HELEN LUCERO, TRUSTEE**

Angelina H. Lucero

STATE OF colorado)
County of Adams)§



The foregoing instrument was acknowledged before me this 22nd day of September, 2021, by ANGELINA HELEN LUCERO AS TRUSTEE of THE ANGELINA HELEN LUCERO TRUST DATED JANUARY 8, 2009.

Witness my hand and official seal.
My commission expires: 12/12/2023

Marissa Hillje

Notary Public

EXHIBIT "A"
DEED FROM THE ANGELINA HELEN LUCERO TRUST
TO
TO THE COUNTY OF ADAMS, STATE OF COLORADO

Legal Description

A parcel of land being a portion of Lot 1, Block 3 of the SHERRELWOOD ESTATES FILING NO. 9, a Subdivision recorded on March 29, 1966 in File No. 12 Map 7 Reception No. 182702 in the Office of the Clerk and Recorder of Adams County, Colorado, located in the Southwest Quarter of Section 27, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado, being more particularly described as follows:


All bearings are grid bearings of the Colorado State Plane Coordinate System North Zone, North American Datum of 1983 and based on the assumption that the line from the range point at the intersection of Dawson (aka Dakin) St. and Linda Lane, being a found 1" rebar with no cap in a range box and the easterly most corner of Tract A Block 28 SHERRELWOOD ESTATES FILING NO. 1 being a found #4 rebar with no cap bears South 72°55'09" East.

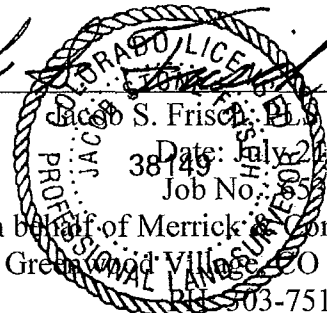
Commencing at said range point at the intersection of Dakin St. and Linda Lane; THENCE North 00°52'33" East a distance of 3898.71 feet the Northwest Corner of said Lot 1, being the Point of Beginning.

THENCE along the northerly line of said Lot 1, along the arc of a curve to the left, having a central angle of 01°59'46", a radius of 445.02 feet, a chord bearing South 78°29'16" East a distance of 15.50 feet, and an arc distance of 15.50 feet;
THENCE leaving said northerly line South 12°30'37" West along a line being 15.50 feet easterly of and parallel with the westerly line of said Lot 1 a distance of 8.27 feet;
THENCE N77°29'23" West a distance of 15.50 feet to a point on said westerly line of Lot 1;
THENCE North 12°30'37" East along said westerly line of Lot 1 a distance of 8.00 feet to the Point of Beginning.

Containing 125 square feet, more or less.

Legal description prepared by:


Jacob S. Frisch, PL 38149
Date: July 21, 2021
Job No.: 85320931
For and on behalf of Merrick & Company
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
303-751-0741



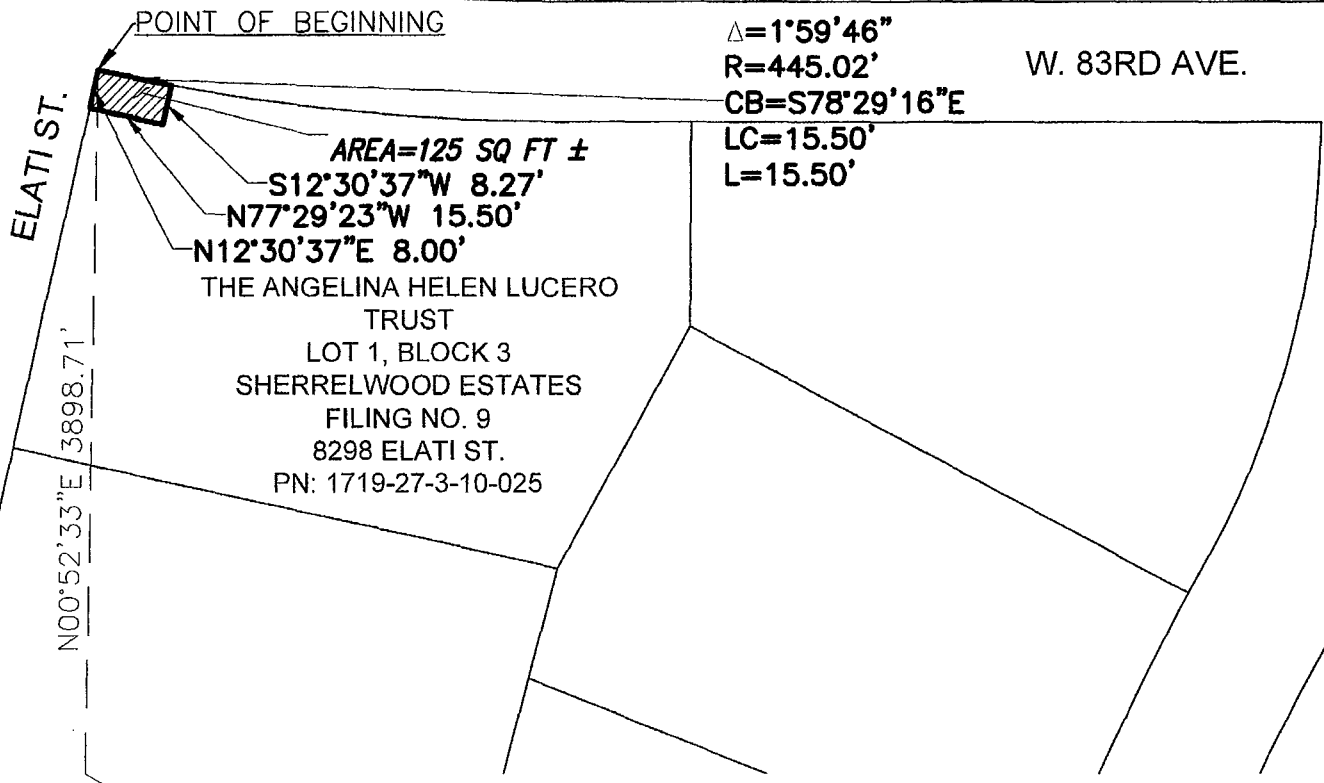
NOTE:

Exhibit "B" attached and hereby made a part thereof.
Subdivision base map and ownership data provided by Adams County Public Works.

ADAMS COUNTY PUBLIC WORKS

EXHIBIT "B"

LOCATED in the SW1/4 of SEC 27, T2S, R68W of the 6th P.M.,
COUNTY OF ADAMS, STATE OF COLORADO



POINT OF BEGINNING

$\Delta=1^{\circ}59'46''$

R=445.02'

W. 83RD AVE.

CB=S78°29'16"E

LC=15.50'

L=15.50'

AREA=125 SQ FT ±

S12°30'37"W 8.27'

N77°29'23"W 15.50'

N12°30'37"E 8.00'

THE ANGELINA HELEN LUCERO TRUST

LOT 1, BLOCK 3

SHERRELWOOD ESTATES

FILING NO. 9

8298 ELATI ST.

PN: 1719-27-3-10-025

ELATI ST.

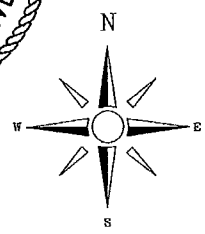
N00°52'33"E 3898.71'

POINT OF COMMENCEMENT
RANGE PT. AT INT. DAKIN ST. & LINDA LN.
FOUND 1" REBAR WITH NO CAP
IN A RANGE BOX 1' BELOW ASPHALT

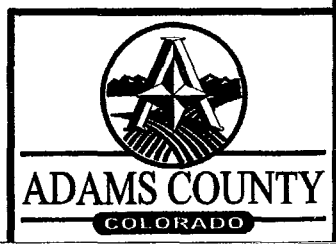
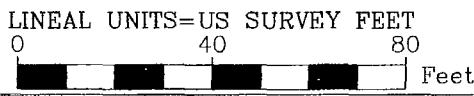
Jacob Stone, PLS No. 8149
Date: July 21, 2021
Job No. 15320931
For and on behalf of
Merrick & Company, LAND SURVEYOR

BASIS OF BEARINGS:
S72°55'09"E 1111.25'

E'LY MOST COR.
TRACT A BLOCK 28
FOUND #4 REBAR
NO CAP, FLUSH
WITH GRASS



THIS EXHIBIT IS NOT A BOUNDARY SURVEY AND SHOULD NOT BE USED AS SUCH. IT IS INTENDED ONLY TO DEPICT THE ATTACHED LEGAL DESCRIPTION.



THIS DAY: July 12, 2021 CREATED BY: AMBER CHRISTINE

AGENDA ITEM

PLANNING COMMISSION FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION RECOMMENDING ACCEPTANCE OF A WARRANTY DEED
FROM THE ANGELINA HELEN LUCERO TRUST DATED JANUARY 8, 2009,
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 24th day of February, 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 The Angelina Helen Lucero Trust, dated January 8, 2009, 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 Miscellaneous Concrete and ADA Ramps Project along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue, located in the Southwest Quarter of Section 27, Township 2 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 The Angelina Helen Lucero Trust, dated January 8, 2009, 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: August 2, 2022
SUBJECT: Resolution accepting Quitclaim Deed conveying property from Andrew Miller to Adams County for road right-of-way
FROM: Brian Staley, P.E., PTOE, RSP, Director of Public Works Janet Lundquist, Deputy Director of Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners accepts the Quitclaim Deed for the acquisition of property needed for road right-of-way.

BACKGROUND:

Adams County is in the process of acquiring right-of-way along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue for the Miscellaneous Concrete and ADA Ramps Project. The intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps. The attached resolution allows Adams County to accept the Quitclaim Deed.

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
Quitclaim Deed
Planning Commission resolution

FISCAL IMPACT:

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

Fund:
Cost Center:

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION ACCEPTING QUITCLAIM DEED CONVEYING PROPERTY FROM
ANDREW MILLER TO ADAMS COUNTY FOR ROAD RIGHT-OF-WAY

WHEREAS, Adams County is in the process of acquiring right-of-way for the Miscellaneous Concrete and ADA Ramps Project along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue (“Project”); and,

WHEREAS, this right-of-way parcel is from property at 7627 Bannock Street, located in the Northwest Quarter of Section 34, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado and is owned by Andrew Miller (“Parcel”); and,

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

WHEREAS, Andrew Miller has executed a Quitclaim Deed to convey the Parcel for road right-of-way purposes for Bannock Street 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 24th day of February, 2022, the Planning Commission recommended that the Board of County Commissioners accept said Quitclaim Deed.

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

QUITCLAIM DEED

THIS DEED, made this 21 day of September, 2021, between **ANDREW MILLER**, grantee, whose legal address is 7627 Bannock Street, Denver, Colorado 80221, County of Adams and State of Colorado, grantor, and **The County of Adams, State of Colorado**, grantee, whose legal address is 4430 South Adams County Parkway, Brighton, Colorado 80601.

WITNESS, that the grantor, for and in consideration of the sum of THREE HUNDRED EIGHTY-FIVE AND NO/100 DOLLARS (\$385.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold and QUITCLAIMED, and by these presents does remise, release, sell and QUITCLAIM unto the grantee, its successors and assigns forever, all the right, title, interest, claim and demand which the grantor has in and to the real property, together with improvements, if any, situate, lying and being in the said County of Adams and State of Colorado, described as follows:

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

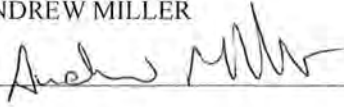
Also known by street and number as: 7627 Bannock Street
Assessor's schedule or parcel numbers: part of 0-1719-34-2-29-010

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 same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the grantor, either in law or equity, to the only proper use, benefit and behoove of the grantee, its successors and assigns forever.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

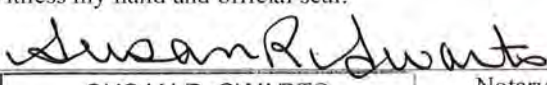
IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

ANDREW MILLER


STATE OF COLORADO)
) §
County of Adams)

The foregoing instrument was acknowledged before me this 21 day of September, 2021, by ANDREW MILLER.

My commission expires: 9/29/2023

Witness my hand and official seal.

Notary Public

SUSAN R. SWARTS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20114062737
MY COMMISSION EXPIRES 09/29/2023

EXHIBIT "A"
DEED FROM ANDREW MILLER
TO
TO THE COUNTY OF ADAMS, STATE OF COLORADO

Legal Description

A parcel of land being a portion of Lot 15, Block 18 of the SHERRELWOOD ESTATES FILING NO. 1, a Subdivision recorded on December 24, 1958 in File No. 10 Map 301 Reception No. 569158 in the Office of the Clerk and Recorder of Adams County, Colorado, located in the Northwest Quarter of Section 34, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado, being more particularly described as follows:

All bearings are grid bearings of the Colorado State Plane Coordinate System North Zone, North American Datum of 1983 and based on the assumption that the line from the range point at the intersection of Dawson (aka Dakin) St. and Linda Lane, being a found 1" rebar with no cap in a range box and the easterly most corner of Tract A Block 28 SHERRELWOOD ESTATES FILING NO. 1 being a found #4 rebar with no cap bears South 72°55'09" East.

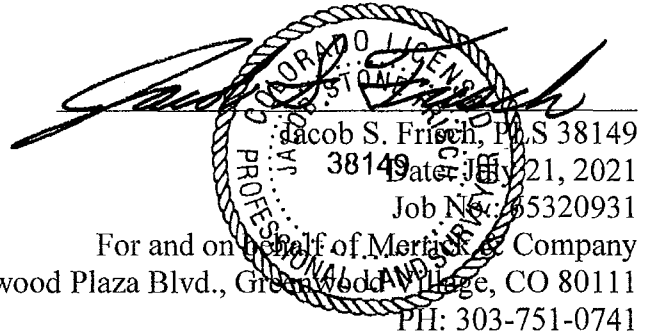
Commencing at said range point at the intersection of Dakin St. and Linda Lane; THENCE South 53°31'33" East a distance of 1092.13 feet to the Northeast Corner of said Lot 15, being the Point of Beginning.

Beginning at the Northeast Corner of said Lot 15;

THENCE South 00°19'44" West along the easterly line of said Lot a distance of 8.00 feet; THENCE leaving said easterly line North 44°46'16" West a distance of 11.29 feet to a point on the northerly line of said Lot 15; THENCE South 89°52'16" East along the northerly line of said Lot 15 a distance of 8.00 feet to the Point of Beginning.

Containing 32 square feet, more or less.

Legal description prepared by:


Jacob S. Frisch, P.S. 38149
Date: July 21, 2021
Job No.: 65320931
For and on behalf of Merrick & Company
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
PH: 303-751-0741

NOTE:

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

Subdivision base map and ownership data provided by Adams County Public Works.

ADAMS COUNTY PUBLIC WORKS

EXHIBIT "B"

LOCATED in the NW1/4 of SEC 34, T2S, R68W of the 6th P.M.,
COUNTY OF ADAMS, STATE OF COLORADO

POINT OF COMMENCEMENT
RANGE PT. AT INT. DAKIN ST. & LINDA LN.
FOUND 1" REBAR WITH NO CAP
IN A RANGE BOX 1' BELOW ASPHALT

BASIS OF BEARINGS:
S72°55'09"E 1111.25'

S53°31'33"E 1092.13'

E'LY MOST COR.
TRACT A BLOCK 28
FOUND #4 REBAR
NO CAP, FLUSH
WITH GRASS

LINDA LN.

POINT OF BEGINNING

S00°19'44"W 8.00'

S89°52'16"E 8.00'

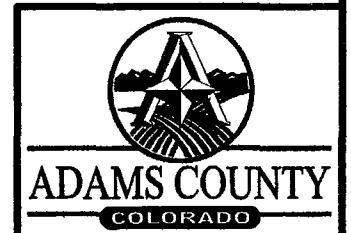
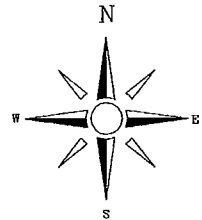
N44°46'16"W 11.29'

ANDREW MILLER
AREA=32 SQ FT ±

ANDREW MILLER
LOT 15, BLOCK 18
SHERRELWOOD ESTATES
FILING NO. 1

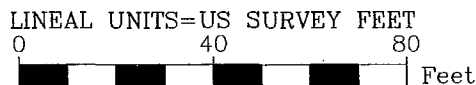
7627 BANNOCK ST.
PN: 1719-34-2-29-010

BANNOCK ST.
(AKA EVERGREEN RD.)



Jacob Stone Frisch, P.L.S. No. 8149
Date: July 29, 2021
Job No. 15320931
For and on behalf of
Merrick & Company, LAND SURVEYOR

THIS EXHIBIT IS NOT A BOUNDARY
SURVEY AND SHOULD NOT BE USED AS
SUCH. IT IS INTENDED ONLY TO DEPICT
THE ATTACHED LEGAL DESCRIPTION.



THIS DAY, July 13, 2021. CREATED BY: AMBER CHRISTINE

AGENDA ITEM

PLANNING COMMISSION FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION RECOMMENDING ACCEPTANCE OF A QUITCLAIM DEED
FROM ANDREW MILLER 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 24th day of February, 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 Quitclaim Deed from Andrew Miller 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 Quitclaim Deed is in conjunction with the Miscellaneous Concrete and ADA Ramps Project along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue, located in the Northwest Quarter of Section 34, Township 2 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 Quitclaim Deed from Andrew Miller 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: August 2, 2022
SUBJECT: Resolution accepting Special Warranty Deed conveying property from Katherine Goodman to Adams County for road right-of-way
FROM: Brian Staley, P.E., PTOE, RSP, Director of Public Works Janet Lundquist, Deputy Director of Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners accepts the 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 along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue for the Miscellaneous Concrete and ADA Ramps Project. The intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps. The attached resolution allows Adams County to accept the Special Warranty Deed.

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
Special Warranty Deed
Planning Commission resolution

FISCAL IMPACT:

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

Fund:
Cost Center:

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION ACCEPTING SPECIAL WARRANTY DEED CONVEYING PROPERTY
FROM KATHERINE GOODMAN TO ADAMS COUNTY FOR ROAD RIGHT-OF-WAY

WHEREAS, Adams County is in the process of acquiring right-of-way for the Miscellaneous Concrete and ADA Ramps Project along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue (“Project”); and,

WHEREAS, this right-of-way parcel is from property at 8348 Cherokee Street, located in the Southwest Quarter of Section 27, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado and is owned by Katherine Goodman (“Parcel”); and,

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

WHEREAS, Katherine Goodman has executed a Special Warranty Deed to convey the Parcel for road right-of-way purposes for Cherokee Street 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 24th day of February, 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 Katherine Goodman, 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 22nd day of September 2021, between **KATHERINE GOODMAN**, whose address is 8348 Cherokee Street, Denver, Colorado 80221, grantor(s), and **THE COUNTY OF ADAMS, State of Colorado**, whose legal address is 4430 South Adams County Parkway, Brighton, Colorado 80601 of the County of Adams and State of Colorado, grantee(s):

WITNESS, that the grantor(s), for and in consideration of the sum of TWO HUNDRED AND NO/100 DOLLARS (\$200.00), 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: being a portion of 8348 Cherokee Street

Assessor's schedule or parcel number: part of 0-1719-27-3-02-005

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.

KATHERINE GOODMAN

Katherine Goodman

STATE OF Colorado)
County of Adams)§

MARISSA HILLJE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20194046420
MY COMMISSION EXPIRES 12/12/2023

The foregoing instrument was acknowledged before me this 22nd day of September, 2021, by KATHERINE GOODMAN.

Witness my hand and official seal.

My commission expires:

12/12/2023

Marissa Hillje

Notary Public

Name and Address of Person Creating Newly Created Legal Description (§38-35-106.5, C.R.S.)

EXHIBIT "A"
DEED FROM KATHERINE GOODMAN
TO
TO THE COUNTY OF ADAMS, STATE OF COLORADO

Legal Description

A parcel of land being a portion of Lot 5, Block 5 of the SHERRELWOOD ESTATES FILING NO. 7, a Subdivision recorded on February 24, 1960 in File No. 10 Map 352 Reception No. 602722 in the Office of the Clerk and Recorder of Adams County, Colorado, located in the Southwest Quarter of Section 27, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado, being more particularly described as follows:

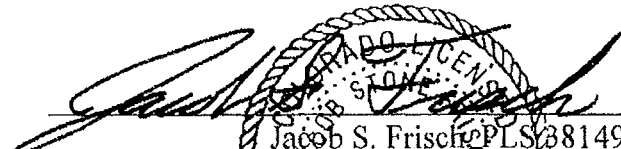
All bearings are grid bearings of the Colorado State Plane Coordinate System North Zone, North American Datum of 1983 and based on the assumption that the line from the range point at the intersection of Dawson (aka Dakin) St. and Linda Lane, being a found 1" rebar with no cap in a range box and the easterly most corner of Tract A Block 28 SHERRELWOOD ESTATES FILING NO. 1 being a found #4 rebar with no cap bears South 72°55'09" East.

Commencing at said range point at the intersection of Dakin St. and Linda Lane; THENCE North 09°02'32" East a distance of 3987.16 feet the Southwest Corner of said Lot 5, being the Point of Beginning.

THENCE North 00°00'37" East along the westerly line of said Lot a distance of 4.00 feet; THENCE leaving said westerly line South 60°14'41" East a distance of 8.06 feet to a point on the southerly line of said Lot 5; THENCE North 89°59'23" West along the southerly line of said Lot 5 a distance of 7.00 feet to the Point of Beginning.

Containing 14 square feet, more or less.

Legal description prepared by:


Jacob S. Frisch, PLS 38149
Date: July 5, 2021
Job No.: 6520931
For and on behalf of Merrietta Company
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
PH: 303-751-0741

NOTE:

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

Subdivision base map and ownership data provided by Adams County Public Works.

ADAMS COUNTY PUBLIC WORKS

EXHIBIT "B"

LOCATED in the SW1/4 of SEC 27, T2S, R68W of the 6th P.M.,
COUNTY OF ADAMS, STATE OF COLORADO

CHEROKEE ST.

KATHERINE GOODMAN
LOT 5, BLOCK 5
SHERRELWOOD ESTATES
FILING NO. 7
8348 CHEROKEE ST.
PN: 1719-27-3-02-005

N00°00'37"E 4.00'

S60°14'41"E 8.06'

AREA=14 SQ FT ±

N89°59'23"W 7.00'

W 83RD AVE.

POINT OF BEGINNING

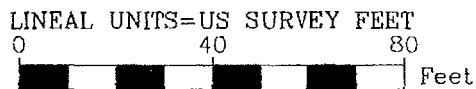
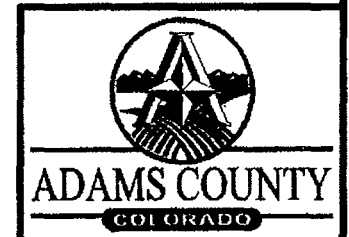
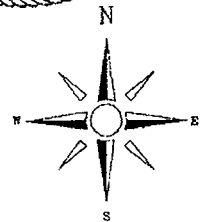
N09°02'32"E 3987.16'

POINT OF COMMENCEMENT
RANGE PT. AT INT. DAKIN ST. & LINDA LN.
FOUND 1" REBAR WITH NO CAP
IN A RANGE BOX 1' BELOW ASPHALT

BASIS OF BEARINGS:
S72°55'09"E 1111.25'

E'LY MOST COR.
TRACT A BLOCK 28
FOUND #4 REBAR
NO CAP, FLUSH
WITH GRASS

Jacob Stone-Fisch, P.L.S. No. 8149
Date: July 29, 2021
Job No. 15320931
For and on behalf of
Merrick & Co. LAND SURVEYOR



THIS EXHIBIT IS NOT A BOUNDARY SURVEY AND SHOULD NOT BE USED AS SUCH. IT IS INTENDED ONLY TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

THIS DAY: July 13, 2021 CREATED BY: AMBER CHRISTINE

AGENDA ITEM

PLANNING COMMISSION FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION RECOMMENDING ACCEPTANCE OF A SPECIAL WARRANTY DEED
FROM KATHERINE GOODMAN 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 24th day of February, 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 Katherine Goodman 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 Miscellaneous Concrete and ADA Ramps Project along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue, located in the Southwest Quarter of Section 27, Township 2 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 Katherine Goodman 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: August 2, 2022
SUBJECT: Resolution accepting Special Warranty Deed conveying property from Manuela O. Cocoa and Francisca Cocoa to Adams County for road right-of-way
FROM: Brian Staley, P.E., PTOE, RSP, Director of Public Works Janet Lundquist, Deputy Director of Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners accepts the 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 along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue for the Miscellaneous Concrete and ADA Ramps Project. The intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps. The attached resolution allows Adams County to accept the Special Warranty Deed.

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
Special Warranty Deed
Planning Commission resolution

FISCAL IMPACT:

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

Fund:
Cost Center:

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION ACCEPTING SPECIAL WARRANTY DEED CONVEYING PROPERTY
FROM MANUELA O. COCOA AND FRANCISCA COCOA TO ADAMS COUNTY FOR
ROAD RIGHT-OF-WAY

WHEREAS, Adams County is in the process of acquiring right-of-way for the Miscellaneous Concrete and ADA Ramps Project along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue (“Project”); and,

WHEREAS, this right-of-way parcel is from property at 8299 Cherokee Street, located in the Southwest Quarter of Section 27, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado and is owned by Manuela O. Cocoa and Francisca Cocoa (“Parcel”); and,

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

WHEREAS, Manuela O. Cocoa and Francisca Cocoa have executed a Special Warranty Deed to convey the Parcel for road right-of-way purposes for Cherokee Street 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 28th day of April, 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 Manuela O. Cocoa and Francisca Cocoa, 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 19th day of November 2021, between **MANUELA O. COCOA AND FRANCISCA COCOA**, whose address is 8299 Cherokee Street, Denver, Colorado 80221, grantor(s), and **THE COUNTY OF ADAMS, State of Colorado**, whose legal address is 4430 South Adams County Parkway, Brighton, Colorado 80601 of the County of Adams and State of Colorado, grantee(s):

WITNESS, that the grantor(s), for and in consideration of the sum of SIX HUNDRED FORTY-FIVE AND NO/100 DOLLARS (\$645.00), 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: being a portion of 8299 Cherokee Street

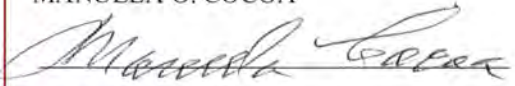
Assessor's schedule or parcel number: part of 0-1719-27-3-12-020

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;

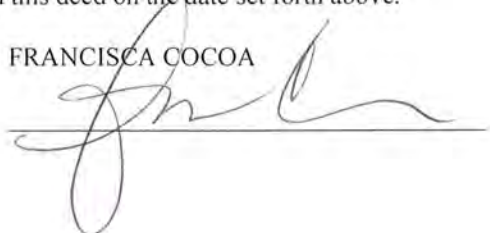
TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee(s), its successors and assigns forever. The grantor(s), for itself, its successors and assigns, do covenant, grant, bargain and agree to and with the grantee(s), its successors and assigns, does 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.

MANUELA O. COCOA



FRANCISCA COCOA

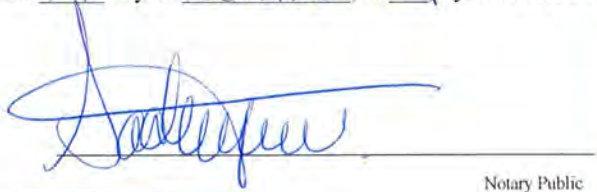


STATE OF Colorado)
County of Adams) §

The foregoing instrument was acknowledged before me this 19th day of November 2021 by MANUELA O. COCOA and FRANCISCA COCOA.

Witness my hand and official seal.
My commission expires:

January 12 2025


Notary Public

SANDY ALEJANDRA TORRES ESPINO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20164048092
MY COMMISSION EXPIRES JANUARY 12, 2025

EXHIBIT "A"

**DEED FROM MANUELA O & FRANCISCO COCOA
TO
TO THE COUNTY OF ADAMS, STATE OF COLORADO**

Legal Description

A parcel of land being a portion of Lot 20, Block 2 of the SHERRELWOOD ESTATES FILING NO. 7, a Subdivision recorded on February 24, 1960 in File No. 10 Map 352 Reception No. 602722 in the Office of the Clerk and Recorder of Adams County, Colorado, located in the Southwest Quarter of Section 27, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado, being more particularly described as follows:

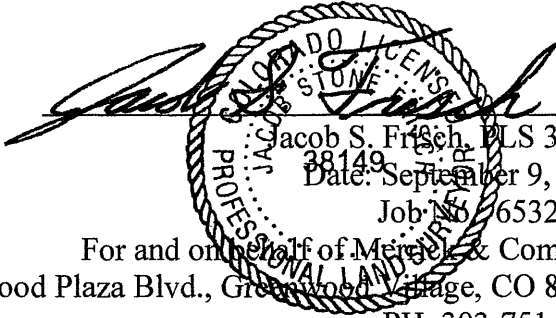
All bearings are grid bearings of the Colorado State Plane Coordinate System North Zone, North American Datum of 1983 and based on the assumption that the line from the range point at the intersection of Dawson (aka Dakin) St. and Linda Lane, being a found 1" rebar with no cap in a range box and the easterly most corner of Tract A Block 28 SHERRELWOOD ESTATES FILING NO. 1 being a found #4 rebar with no cap bears South 72°55'09" East.

Commencing at said range point at the intersection of Dakin St. and Linda Lane;
THENCE North 08°26'13" East a distance of 3930.15 feet to the Northeast Corner of said Lot 20, being the Point of Beginning.

THENCE South 00°00'37" West along the easterly line of said Lot 20 a distance of 7.00 feet;
THENCE leaving said easterly line North 44°59'23" West a distance of 9.90 feet to a point on the northerly line of said Lot 20;
THENCE South 89°59'23" East along said northerly line of Lot 20 a distance of 7.00 feet to the Point of Beginning.

Containing 24 square feet, more or less.

Legal description prepared by:


Jacob S. Frisch, PLS 38149
Date: September 9, 2021
Job No. 65320931
For and on behalf of Merckel & Company
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
PH: 303-751-0741

NOTE:

Exhibit "B" attached and hereby made a part thereof.
Subdivision base map and ownership data provided by Adams County Public Works.

ADAMS COUNTY PUBLIC WORKS
EXHIBIT "B"

LOCATED in the SW1/4 of SEC 27, T2S, R68W of the 6th P.M.,
COUNTY OF ADAMS, STATE OF COLORADO

W 83RD AVE.

S89°59'23"E 7.00'

AREA=24 SQ FT ±

POINT OF
BEGINNING

N44°59'23"W 9.90'

S00°00'37"W 7.00'

MANUELA O & FRANCISCO COCOA
LOT 20, BLOCK 2
SHERRELWOOD ESTATES
FILING NO. 9
8299 CHEROKEE ST.
PN: 1719-27-3-12-020

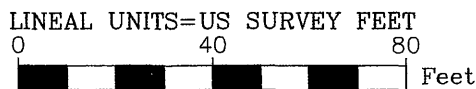
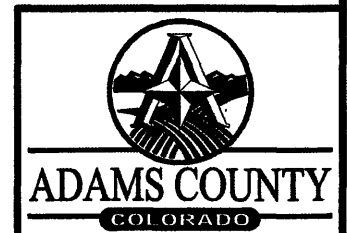
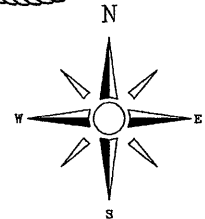
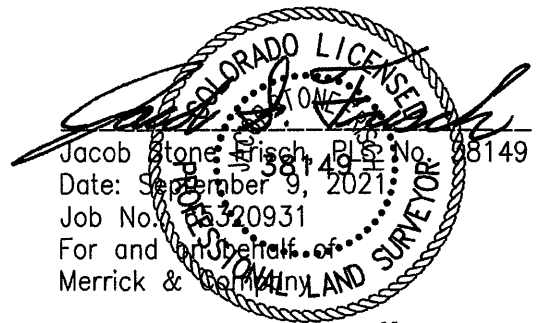
CHEROKEE ST.

N08°26'13"E 3930.15'

POINT OF COMMENCEMENT
RANGE PT. AT INT. DAKIN ST. & LINDA LN.
FOUND 1" REBAR WITH NO CAP
IN A RANGE BOX 1' BELOW ASPHALT

BASIS OF BEARINGS:
S72°55'09"E 1111.25'

E'LY MOST COR.
TRACT A BLOCK 28
FOUND #4 REBAR
NO CAP, FLUSH
WITH GRASS



THIS EXHIBIT IS NOT A BOUNDARY
SURVEY AND SHOULD NOT BE USED AS
SUCH. IT IS INTENDED ONLY TO DEPICT
THE ATTACHED LEGAL DESCRIPTION.

THIS DAY: July 13, 2021 CREATED BY: AMBER CHRISTINE

AGENDA ITEM

PLANNING COMMISSION FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION RECOMMENDING ACCEPTANCE OF A SPECIAL WARRANTY DEED
FROM MANUELA O. COCOA AND FRANCISCA COCOA 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 28th day of April, 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 Manuela O. Cocoa and Francisca Cocoa 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 Miscellaneous Concrete and ADA Ramps Project along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue, located in the Southwest Quarter of Section 27, Township 2 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 Manuela O. Cocoa and Francisca Cocoa be accepted by the Board of County Commissioners.

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

I, John T. 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: August 2, 2022
SUBJECT: Resolution accepting Warranty Deed conveying property from Richard Kevin Schneider Trust to Adams County for road right-of-way
FROM: Brian Staley, P.E., PTOE, RSP, Director of Public Works Janet Lundquist, Deputy Director of Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners accepts the 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 along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue for the Miscellaneous Concrete and ADA Ramps Project. The intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps. The attached resolution allows Adams County to accept the Warranty Deed.

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
Warranty Deed
Planning Commission resolution

FISCAL IMPACT:

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

Fund:
Cost Center:

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION ACCEPTING WARRANTY DEED CONVEYING PROPERTY FROM
RICHARD KEVIN SCHNEIDER TRUST TO ADAMS COUNTY
FOR ROAD RIGHT-OF-WAY

WHEREAS, Adams County is in the process of acquiring right-of-way for the Miscellaneous Concrete and ADA Ramps Project along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue (“Project”); and,

WHEREAS, this right-of-way parcel is from property at 401 Del Norte Street, located in the Northwest Quarter of Section 34, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado and is owned by Richard Kevin Schneider Trust (“Parcel”); and,

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

WHEREAS, Richard Kevin Schneider Trust has executed a Warranty Deed to convey the Parcel for road right-of-way purposes for Del Norte Street 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 24th day of February, 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 Richard Kevin Schneider Trust, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.

WARRANTY DEED

THIS DEED, dated this 25TH day of OCTOBER 20 21, between **RICHARD KEVIN SCHNEIDER TRUST**, whose address is **2879 Tierra Ridge Court, Superior, Colorado 80027**, 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 **NINE THOUSAND AND NO/100 DOLLARS (\$9,000.00)**, 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: being a portion of 401 Del Norte Street
Assessor's schedule or parcel number: part of 0-1719-34-2-00-004

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.



RICHARD KEVIN SCHNEIDER TRUST

[Handwritten Signature] TRUSTEE

Richard Kevin Schneider, Trustee

STATE OF Colorado
County of Boulder)§

The foregoing instrument was acknowledged before me this 25th day of October, 2021, by Richard Kevin Schneider, Trustee of Richard Kevin Schneider Trust.

Witness my hand and official seal.
My commission expires: 10/25/2021

[Handwritten Signature]
Notary Public

EXHIBIT "A"

**DEED FROM RICHARD KEVIN SCHNEIDER TRUST
TO
THE COUNTY OF ADAMS, STATE OF COLORADO**

Legal Description

A portion of a parcel of land described in Reception No. 2016000057478 recorded July 19th, 2016 in the Adams County Clerk and Recorder's Office, located in the Northwest Quarter of Section 34, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado, being more particularly described as follows:

All bearings are grid bearings of the Colorado State Plane Coordinate System North Zone, North American Datum of 1983 and based on the assumption that the line from the range point at the intersection of Dawson (aka Dakin) St. and Linda Lane, being a found 1" rebar with no cap in a range box and the easterly most corner of Tract A Block 28 SHERRELWOOD ESTATES FILING NO. 1 being a found #4 rebar with no cap bears South 72°55'09" East.


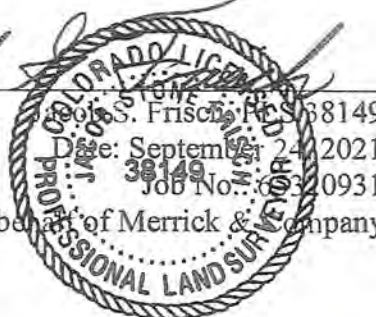
Commencing at said range point at the intersection of Dakin St. and Linda Lane; THENCE South 06°47'52" East a distance of 893.02 feet to a point on the westerly line of said parcel of land described in Reception No. 2016000057478, said point being on the easterly right-of-way Fernando Rd. and the Point of Beginning.

THENCE the following 3 courses along a line being 0.5 feet easterly of and parallel with the easterly line of an existing concrete sidewalk:

1. S44°40'44"E a distance of 14.75 feet;
2. THENCE S43°32'26"E a distance of 20.23 feet;
3. THENCE S42°42'00"E, non-tangent with the following described curve a distance of 60.26 feet to a point on the northerly right-of-way Del Norte St.;

THENCE the following two (2) courses along the southerly and westerly lines of said parcel of land described in Reception No. 2016000057478:

Legal description prepared by:



For and on behalf of Merrick & Company



1. along said northerly right-of-way, along the arc of a curve to the left, having a central angle of $00^{\circ}52'51''$, a radius of 1460.00 feet, a chord bearing $S73^{\circ}58'59''W$ a distance of 22.24 feet, and an arc distance of 22.24 feet;
2. THENCE along the arc of a curve to the left, having a central angle of $25^{\circ}26'48''$, a radius of 198.31 feet, a chord bearing $N30^{\circ}05'45''W$ a distance of 87.35 feet, and an arc distance of 88.07 feet to the Point of Beginning.

Containing 684 square feet, more or less.

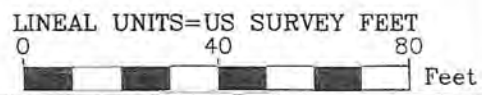
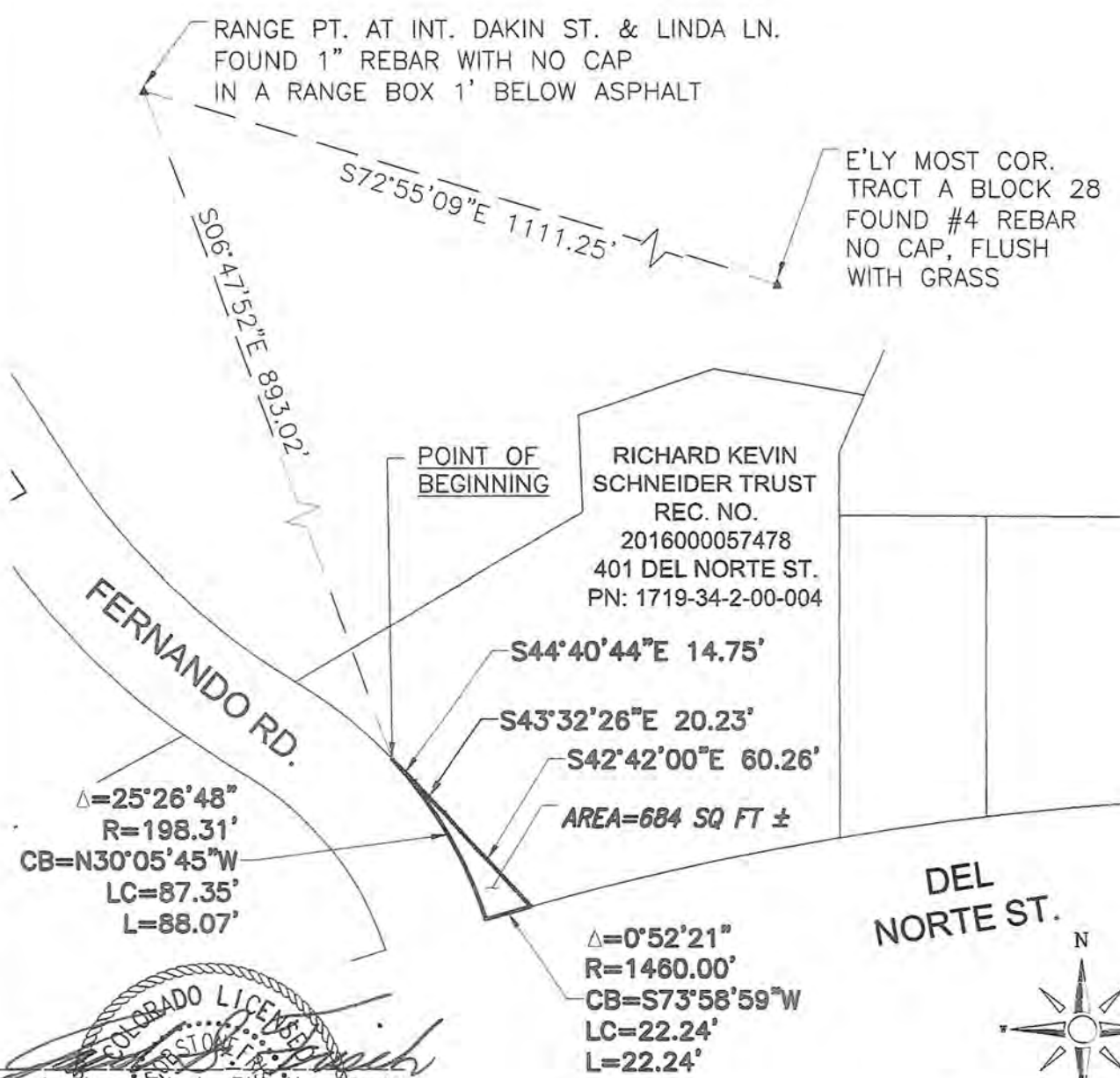
Legal description prepared by:


Jacob S. Erickson, PLS 58146
Date: September 24, 2021
Job No. 6320938149
For and on behalf of Merrick & Company
5970 Greenwood Plaza Blvd Greenwood Village, CO 80111
PH: 303-751-1000



ADAMS COUNTY PUBLIC WORKS
EXHIBIT "B"

LOCATED in the NW1/4 of SEC 34, T2S, R68W of the 6th P.M.,
COUNTY OF ADAMS, STATE OF COLORADO



COLORED LICENSURE
JACOB STONE FRISCH
Date: September 24, 2021
Job No. 20210931
For and on behalf of
Merrick & Co. LAND SURVEYOR

THIS EXHIBIT IS NOT A BOUNDARY SURVEY AND SHOULD NOT BE USED AS SUCH. IT IS INTENDED ONLY TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

THIS DAY: Sept. 20, 2021 CREATED BY: Antec, Chihuahua

AGENDA ITEM

PLANNING COMMISSION FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION RECOMMENDING ACCEPTANCE OF A WARRANTY DEED
FROM THE RICHARD KEVIN SCHNEIDER TRUST 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 24th day of February, 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 the Richard Kevin Schneider Trust 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 Miscellaneous Concrete and ADA Ramps Project along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue, located in the Northwest Quarter of Section 34, Township 2 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 the Richard Kevin Schneider Trust 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: August 2, 2022
SUBJECT: Resolution accepting Special Warranty Deed conveying property from Guerrero Balbuena-Mendez to Adams County for road right-of-way
FROM: Brian Staley, P.E., PTOE, RSP, Director of Public Works Janet Lundquist, Deputy Director of Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners accepts the 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 along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue for the Miscellaneous Concrete and ADA Ramps Project. The intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps. The attached resolution allows Adams County to accept the Special Warranty Deed.

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
Special Warranty Deed
Planning Commission resolution

FISCAL IMPACT:

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

Fund:
Cost Center:

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION ACCEPTING SPECIAL WARRANTY DEED CONVEYING PROPERTY
FROM GUERRERO BALBUENA-MENDEZ TO ADAMS COUNTY
FOR ROAD RIGHT-OF-WAY

WHEREAS, Adams County is in the process of acquiring right-of-way for the Miscellaneous Concrete and ADA Ramps Project along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue (“Project”); and,

WHEREAS, this right-of-way parcel is from property at 7628 Bannock Street, located in the Northeast Quarter of Section 34, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado and is owned by Guerrero Balbuena-Mendez (“Parcel”); and,

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

WHEREAS, Guerrero Balbuena-Mendez has executed a Special Warranty Deed to convey the Parcel for road right-of-way purposes for Bannock Street 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 24th day of February, 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 Guerrero Balbuena-Mendez, 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 25th day of October, 2021, between **GUERRERO BALBUENA-MENDEZ**, whose address is 7628 Bannock Street, Denver, Colorado 80221, grantor(s), and **THE COUNTY OF ADAMS, State of Colorado**, whose legal address is 4430 South Adams County Parkway, Brighton, Colorado 80601 of the County of Adams and State of Colorado, grantee(s):

WITNESS, that the grantor(s), for and in consideration of the sum of TWO THOUSAND THIRTY AND NO/100 DOLLARS (\$2,030.00), 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: being a portion of 7628 Bannock Street

Assessor's schedule or parcel number: part of 0-1719-34-2-30-001

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.

GUERRERO BALBUENA-MENDEZ
Guerrero Balbuena

STATE OF Colorado)
County of Adams) §

The foregoing instrument was acknowledged before me this 25th day of October, 2021, by GUERRERO BALBUENA-MENDEZ.

Witness my hand and official seal.
My commission expires: January 17 2025

Sandy Torres Espino
Notary Public

SANDY ALEJANDRA TORRES ESPINO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20164048092

Name and Address of Person Creating Newly Created Legal Description (18-35-106.5, C.R.S.)

MY COMMISSION EXPIRES JANUARY 12, 2025

EXHIBIT "A"
DEED FROM BALBUENA MENDEZ GUERRERO
TO
THE COUNTY OF ADAMS, STATE OF COLORADO

Legal Description

A parcel of land being a portion of Lot 3, Block 8, SHERRELWOOD ESTATES FILING NO. 4, a Subdivision recorded on October 19, 1959 in File No. 10 Map 343 Reception No. 594561 in the Office of the Clerk and Recorder of Adams County, Colorado, located in the Northeast Quarter of Section 34, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado, being more particularly described as follows:

All bearings are grid bearings of the Colorado State Plane Coordinate System North Zone, North American Datum of 1983 and based on the assumption that the line from the range point at the intersection of Dawson (aka Dakin) St. and Linda Lane, being a found 1" rebar with no cap in a range box and the easterly most corner of Tract A Block 28 SHERRELWOOD ESTATES FILING NO. 1 being a found #4 rebar with no cap bears South 72°55'09" East.

Commencing at said range point at the intersection of Dakin St. and Linda Lane;
THENCE South 55°06'33" East a distance of 1131.76 feet to the northwest corner of said Lot 3, being the Point of Beginning.

THENCE along the northerly line of said Lot 3, along the arc of a curve to the left, having a central angle of 14°32'00", a radius of 242.80 feet, a chord bearing N75°47'03"E a distance of 61.42 feet, and an arc distance of 61.59 feet;

THENCE along a line being 0.5 feet southerly of and parallel with an existing concrete sidewalk, along the arc of a curve to the right, having a central angle of 23°48'08", a radius of 125.00 feet, a chord bearing S71°51'44"W a distance of 51.41 feet, and an arc distance of 51.78 feet;

THENCE S83°43'45"W tangent with the last described curve a distance of 0.84 feet;

THENCE along the arc of a curve to the left, having a central angle of 83°24'03", a radius of 10.00 feet, a chord bearing S42°01'46"W a distance of 13.30 feet, and an arc distance of 14.56 feet;

Legal description prepared by:

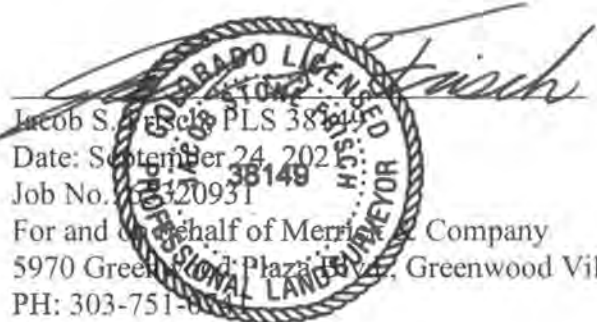
Jacob S. Merrick
Date: September 24, 2024
Job No. 3320931
For and on behalf of Merrick & Company



THENCE S00°19'44"W tangent with the last described curve, along a line being 1.00 feet easterly of and parallel with the westerly line of said Lot 3 a distance of 13.00 feet to a point on the northerly line of an existing concrete driveway;
THENCE N89°40'44"W along said northerly line of existing concrete driveway a distance of 1.00 feet to a point on the westerly line of said Lot 3;
THENCE N00°19'44"E along said westerly line of Lot 3 a distance of 23.89 feet to the Point of Beginning.

Containing 169 square feet, more or less.

Legal description prepared by:


Jacob S. Frisch PLS 38149
Date: September 24, 2021
Job No. 20210931
For and on behalf of Merrick Company
5970 Greenwood Plaza, Greenwood Village, CO 80111
PH: 303-751-8888

ADAMS COUNTY PUBLIC WORKS
EXHIBIT "B"

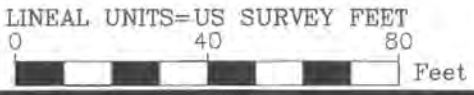
LOCATED in the NE1/4 of SEC 34, T2S, R68W of the 6th P.M.,
COUNTY OF ADAMS, STATE OF COLORADO



THIS DAY: Sept. 20, 2021 CREATED BY: Amber Chelina

Jacob Stone, Jr. PLS No. 8149
Date: September 24, 2021
Job No. 25320931
For and on behalf of
Merrick & Co. LAND SURVEYOR

THIS EXHIBIT IS NOT A BOUNDARY SURVEY AND SHOULD NOT BE USED AS SUCH. IT IS INTENDED ONLY TO DEPICT THE ATTACHED LEGAL DESCRIPTION.



AGENDA ITEM

PLANNING COMMISSION FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION RECOMMENDING ACCEPTANCE OF A SPECIAL WARRANTY DEED
FROM GUERRERO BALBUENA-MENDEZ 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 24th day of February, 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 Guerrero Balbuena-Mendez 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 Miscellaneous Concrete and ADA Ramps Project along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue, located in the Northeast Quarter of Section 34, Township 2 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 Guerrero Balbuena-Mendez 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: August 2, 2022
SUBJECT: Resolution accepting Special Warranty Deed conveying property from Cleper Homar Moreno to Adams County for road right-of-way
FROM: Brian Staley, P.E., PTOE, RSP, Director of Public Works Janet Lundquist, Deputy Director of Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners accepts the 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 along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue for the Miscellaneous Concrete and ADA Ramps Project. The intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps. The attached resolution allows Adams County to accept the Special Warranty Deed.

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
Special Warranty Deed
Planning Commission resolution

FISCAL IMPACT:

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

Fund:
Cost Center:

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION ACCEPTING SPECIAL WARRANTY DEED CONVEYING PROPERTY
FROM CLEPER HOMAR MORENO TO ADAMS COUNTY
FOR ROAD RIGHT-OF-WAY

WHEREAS, Adams County is in the process of acquiring right-of-way for the Miscellaneous Concrete and ADA Ramps Project along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue (“Project”); and,

WHEREAS, this right-of-way parcel is from property at 8004 Conifer Road, located in the Southwest Quarter of Section 27, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado and is owned by Cleper Homar Moreno (“Parcel”); and,

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

WHEREAS, Cleper Homar Moreno has executed a Special Warranty Deed to convey the Parcel for road right-of-way purposes for Conifer Road 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 24th day of February, 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 Cleper Homar Moreno, 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 23 day of August, 2021, between **CLEPER HOMAR MORENO**, whose address is 4865 North Raritan Street, Denver, Colorado 80221-1518 of the County of Denver and State of Colorado, grantor(s), and **THE COUNTY OF ADAMS, State of Colorado**, whose legal address is 4430 South Adams County Parkway, Brighton, Colorado 80601 of the County of Adams and State of Colorado, grantee(s):

WITNESS, that the grantor(s), for and in consideration of the sum of **NINE HUNDRED SIXTY-FIVE AND NO/100 DOLLARS (\$965.00)**, 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: being a portion of 8004 Conifer Road

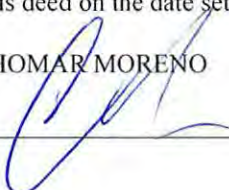
Assessor's schedule or parcel number: part of 0-1719-27-3-24-001

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.

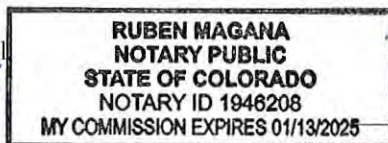
CLEPER HOMAR MORENO



STATE OF Colorado)
) §
County of Denver)

The foregoing instrument was acknowledged before me this 23 day of August, 2021, by **CLEPER HOMAR MORENO**.

Witness my hand and official seal
My commission expires: 01/13/25



Notary Public

Name and Address of Person Creating Newly Created Legal Description (§38-35-106.5, C.R.S.)

EXHIBIT "A"

**DEED FROM CLEPAR HOMAR MORENO
TO
THE COUNTY OF ADAMS, STATE OF COLORADO**

Legal Description

A parcel of land being a portion of Lot 1, Block 40 of the SHERRELWOOD ESTATES FILING NO. 5, a Subdivision recorded on October 19, 1959 in File No. 10 Map 342 Reception No. 594560 in the Office of the Clerk and Recorder of Adams County, Colorado, located in the Southwest Quarter of Section 27, Township 2 South, Range 68 West of the 6th Principal Meridian, being more particularly described as follows:

Beginning at the Southwesterly Corner of said Lot 1, thence North 0°08'21" West, along the Westerly line of said Lot 1, a distance of 10.00 feet;

Thence leaving said Westerly line, South 45°08'21" East, a distance of 14.14 feet to a point on the Southerly line of said Lot 1;

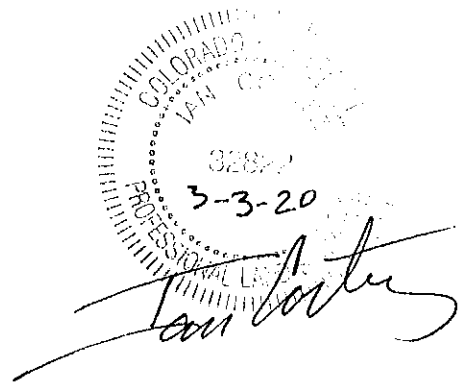
Thence South 89°51'39" West, along the Southerly line of said Lot 1, a distance of 10.00 feet to the Point of Beginning.

Containing: 50 square feet, more or less.

Legal description prepared by:

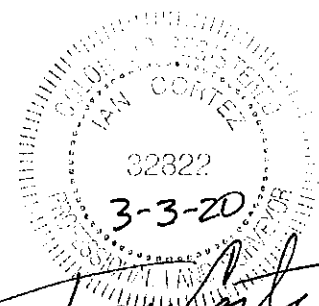
Ian Cortez, PLS
Colorado Professional
Land Surveyor No. 32822
For and on behalf of:
Adams County, Colorado

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



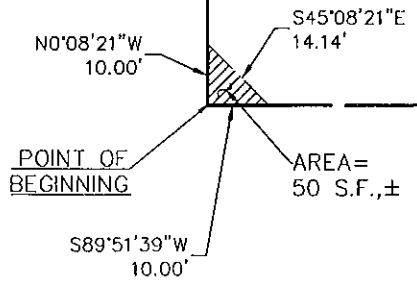
A circular professional seal for Ian Cortez, a Colorado Professional Land Surveyor No. 32822. The seal includes the text "COLORADO PROFESSIONAL LAND SURVEYOR" and "IAN CORTAZ". The date "3-3-20" is stamped in the center. A handwritten signature, "Ian Cortez", is written across the seal.

EXHIBIT "B"



CONIFER ROAD

CLEPAR HOMAR MORENO
LOT 1, BLOCK 40
SHERRELWOOD ESTATES FILING NO. 5
8004 CONIFER RD.
PN: 1719-27-3-24-001

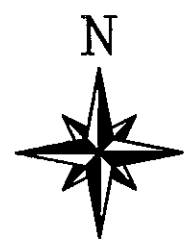


W. 80th AVENUE



ADAMS COUNTY
COLORADO

THIS EXHIBIT IS NOT A BOUNDARY SURVEY AND SHOULD NOT BE USED AS SUCH. IT IS INTENDED ONLY TO DEPICT THE ATTACHED LEGAL DESCRIPTION.



SCALE: 1" = 30'

AGENDA ITEM

PLANNING COMMISSION FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION RECOMMENDING ACCEPTANCE OF A SPECIAL WARRANTY DEED
FROM CLEPER HOMAR MORENO 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 24th day of February, 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 Cleper Homar Moreno 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 Miscellaneous Concrete and ADA Ramps Project along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue, located in the Southwest Quarter of Section 27, Township 2 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 Cleper Homar Moreno 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: August 2, 2022
SUBJECT: Resolution accepting Warranty Deed conveying property from Dennis Gorham to Adams County for road right-of-way
FROM: Brian Staley, P.E., PTOE, RSP, Director of Public Works Janet Lundquist, Deputy Director of Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners accepts the 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 along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue for the Miscellaneous Concrete and ADA Ramps Project. The intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps. The attached resolution allows Adams County to accept the Warranty Deed.

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
Warranty Deed
Planning Commission resolution

FISCAL IMPACT:

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

Fund:
Cost Center:

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION ACCEPTING WARRANTY DEED CONVEYING PROPERTY FROM
DENNIS GORHAM TO ADAMS COUNTY FOR ROAD RIGHT-OF-WAY

WHEREAS, Adams County is in the process of acquiring right-of-way for the Miscellaneous Concrete and ADA Ramps Project along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue (“Project”); and,

WHEREAS, this right-of-way parcel is from property at 7611 Fernando Road, located in the Northwest Quarter of Section 34, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado and is owned by Dennis Gorham (“Parcel”); and,

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

WHEREAS, Dennis Gorham has executed a Warranty Deed to convey the Parcel for road right-of-way purposes for Fernando Road 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 24th day of February, 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 Dennis Gorham, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.

WARRANTY DEED

THIS DEED, dated this 9 day of Aug, 2021, between **DENNIS GORHAM**, whose address is 7611 Fernando Road, Denver, Colorado 80221, 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 TWO HUNDRED AND NO/100 DOLLARS (\$200.00), 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: being a portion of 7611 Fernando Road
Assessor's schedule or parcel number: part of 0-1719-34-2-28-001

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.

DENNIS GORHAM

Dennis Gorham

STATE OF Colorado)
County of Adams) §

The foregoing instrument was acknowledged before me this 9 day of August, 2021, by DENNIS GORHAM.

Witness my hand and official seal.
My commission expires:

RATNA BHANDARI
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20204033997
MY COMMISSION EXPIRES SEPT. 30, 2024

[Signature]

Notary Public

EXHIBIT "A"

**DEED FROM DENNIS GORHAM,
TO
THE COUNTY OF ADAMS, STATE OF COLORADO**

Legal Description

Being a portion of Lot 4 Block 22 of the SHERRELWOOD ESTATES FILING NO. 1, a Subdivision recorded on December 24, 1958 in File No. 10 Map 301 Reception No. 569158 in the Office of the Clerk and Recorder of Adams County, Colorado, located in the Northwest Quarter of Section 34, Township 2 South, Range 68 West of the 6th Principal Meridian, being more particularly described as follows:

Beginning at the most Northerly Corner of said Lot 4, thence South 61°02'44" West, along the Northwest line of said Lot 4, a distance of 1.00 feet;

Thence leaving said Northwest line, South 77°33'02" East, a distance of 1.50 feet to a point on a curve concave Northeasterly and having a radius of 370.27 feet, said curve being the Northeast line of said Lot 4;

Thence Northwesterly along said curve a distance of 1.00 feet through a central angle of 00°09'17", said curve having a chord bearing of North 36°08'49" West, a chord distance of 1.00 feet to the Point of Beginning.

Containing: 0.50 square feet, more or less.

Legal description prepared by:

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



A handwritten signature in blue ink that reads "Ian Cortez". The signature is written over the bottom portion of the professional seal.

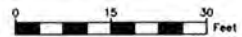
Exhibit "B" attached and hereby made a part thereof.

ADAMS COUNTY PUBLIC WORKS
EXHIBIT "B"

LOCATED in the NW1/4 of SEC 34, T2S, R68W of the 6th P.M.,
COUNTY OF ADAMS, STATE OF COLORADO

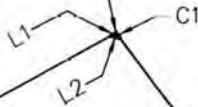


Ian Cortez



LINEAL UNITS=US SURVEY FEET

POINT OF BEGINNING



AREA =
0.50 S.F.,±

DELTA STREET

FERNANDO ROAD

DENNIS GORHAM

7611 FERNANDO ROAD
PN: 1719-34-2-28-001

LOT 4 BLOCK 22
SHERRELWOOD ESTATES
FILING NO. 1

LINE TABLE		
LINE	BEARING	LENGTH
L1	S61°02'44"W	1.00'
L2	N77°33'02"E	1.50'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BR	CHORD LN
C1	00°09'17"	370.27'	1.00'	N36°08'49"W	1.00'

THIS EXHIBIT IS NOT A BOUNDARY SURVEY AND SHOULD NOT BE USED AS SUCH. IT IS INTENDED ONLY TO DEPICT THE ATTACHED LEGAL DESCRIPTION.



AGENDA ITEM

PLANNING COMMISSION FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION RECOMMENDING ACCEPTANCE OF A WARRANTY DEED
FROM DENNIS GORHAM 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 24th day of February, 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 Dennis Gorham 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 Miscellaneous Concrete and ADA Ramps Project along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue, located in the Northwest Quarter of Section 34, Township 2 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 Dennis Gorham 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: August 2, 2022
SUBJECT: Resolution accepting Warranty Deed conveying property from Declan Gallagher and Lauren V. Gallagher to Adams County for road right-of-way
FROM: Brian Staley, P.E., PTOE, RSP, Director of Public Works Janet Lundquist, Deputy Director of Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners accepts the 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 along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue for the Miscellaneous Concrete and ADA Ramps Project. The intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps. The attached resolution allows Adams County to accept the Warranty Deed.

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
Warranty Deed
Planning Commission resolution

FISCAL IMPACT:

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

Fund:
Cost Center:

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION ACCEPTING WARRANTY DEED CONVEYING PROPERTY FROM
DECLAN GALLAGHER AND LAUREN V. GALLAGHER TO ADAMS COUNTY FOR
ROAD RIGHT-OF-WAY

WHEREAS, Adams County is in the process of acquiring right-of-way for the Miscellaneous Concrete and ADA Ramps Project along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue (“Project”); and,

WHEREAS, this right-of-way parcel is from property at 191 Del Norte Street, located in the Northwest Quarter of Section 34, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado and is owned by Declan Gallagher and Lauren V. Gallagher (“Parcel”); and,

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

WHEREAS, Declan Gallagher and Lauren V. Gallagher has executed a Warranty Deed to convey the Parcel for road right-of-way purposes for Del Norte Street 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 24th day of February, 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 Declan Gallagher and Lauren V. Gallagher, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.

WARRANTY DEED

THIS DEED, dated this 7th day of October 20 21, between **DECLAN GALLAGHER and LAUREN V. GALLAGHER**, whose address is 191 Del Norte Street, Denver, Colorado 80221, 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 **FOUR HUNDRED EIGHTY AND NO/100 DOLLARS (\$480.00)**, 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: being a portion of 191 Del Norte Street
Assessor's schedule or parcel number: part of 0-1719-34-2-30-003

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;

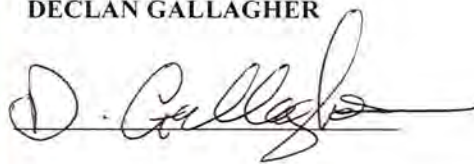
TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee(s), its successors and assigns forever. The grantor(s), for itself, its successors and assigns, do covenant, grant, bargain and agree to and with the grantee(s), its successors and assigns, that 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.

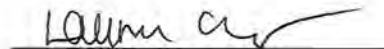
The grantor(s) shall and will **WARRANT AND FOREVER DEFEND** the above bargained premises in the quiet and peaceable possession of the grantee(s), its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

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

DECLAN GALLAGHER

LAUREN V. GALLAGHER





STATE OF Colorado)
County of Adams)§

The foregoing instrument was acknowledged before me this 7th day of October, 20 21, by **DECLAN GALLAGHER and LAUREN V. GALLAGHER**.

Witness my hand and official seal.
My commission expires: FEB. 25, 2023


Notary Public

NUCHI CHANTEL LOR
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20194007708
MY COMMISSION EXPIRES FEB 25, 2023

EXHIBIT "A"

**DEED FROM DECLAN AND LAUREN V. GALLAGHER
TO
THE COUNTY OF ADAMS, STATE OF COLORADO**

Legal Description

Being a portion of Lot 1 Block 8 of the SHERRELWOOD ESTATES FILING NO. 4, a Subdivision recorded on October 19, 1959 in File No. 10 Map 343 Reception No. 594561 in the Office of the Clerk and Recorder of Adams County, Colorado, located in the Northwest Quarter of Section 34, Township 2 South, Range 68 West of the 6th Principal Meridian, being more particularly described as follows:

Beginning at the Southwest Corner of said Lot 1, thence North 00°19'44" East, along the West line of said Lot 1, a distance of 16.00 feet;

Thence perpendicular from said West line, South 89°40'16" East, a distance of 2.50 feet to a point on a line being 2.50 feet Easterly and parallel with the West line of said Lot 1;

Thence South 00°19'44" West, along said line being 2.50 feet Easterly and parallel with the West line of said Lot 1, a distance of 16.00 feet to the South line of said Lot 1;

Thence North 89°52'16" West, along the South line of said Lot 1, a distance of 2.50 feet to the Point of Beginning.

Containing: 40 square feet, more or less.

Legal description prepared by:

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

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



A handwritten signature in blue ink that reads "Ian Cortez".

ADAMS COUNTY PUBLIC WORKS
EXHIBIT "B"

LOCATED in the NW1/4 of SEC 34, T2S, R68W of the 6th P.M.,
COUNTY OF ADAMS, STATE OF COLORADO



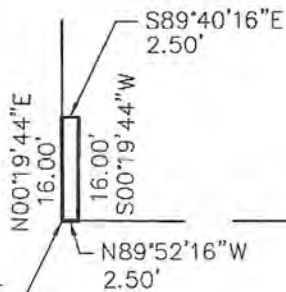
Ian Cortez

BANNOCK STREET

DECLAN & LAUREN V.
GALLAGHER

191 DEL NORTE STREET
PN: 1719-34-2-30-003

LOT 1 BLOCK 8
SHERRELWOOD
ESTATES
FILING NO. 4



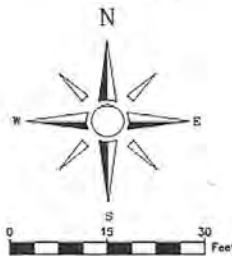
POINT OF
BEGINNING

AREA = DEL NORTE STREET
40 S.F., ±

THIS DAY: May 26, 2020 CREATED BY: coriel

LINEAL UNITS=US SURVEY FEET

THIS EXHIBIT IS NOT A BOUNDARY
SURVEY AND SHOULD NOT BE USED AS
SUCH. IT IS INTENDED ONLY TO DEPICT
THE ATTACHED LEGAL DESCRIPTION.



AGENDA ITEM

PLANNING COMMISSION FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION RECOMMENDING ACCEPTANCE OF A WARRANTY DEED
FROM DECLAN GALLAGHER AND LAUREN V. GALLAGHER 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 24th day of February, 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 Declan Gallagher and Lauren V. Gallagher 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 Miscellaneous Concrete and ADA Ramps Project along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue, located in the Northwest Quarter of Section 34, Township 2 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 Declan Gallagher and Lauren V. Gallagher be accepted by the Board of County Commissioners.

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

I, John F. D. Priest, 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: August 2, 2022
SUBJECT: Resolution accepting Quitclaim Deed conveying property from Security Realty Company to Adams County for right-of-way purposes
FROM: Brian Staley, P.E., PTOE, RSP, Director of Public Works Janet Lundquist, Deputy Director of Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approve a resolution for accepting a Quitclaim 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 York Street from 78th Avenue to 88th Avenue for the York Street Improvement Project. Security Realty Company has executed a Quitclaim Deed to Adams County for right-of-way purposes. The property is located in the Northeast Quarter of Section 35, Township 2 South, Range 68 West of the 6th Principal Meridian. The Quitclaim Deed will convey property needed for the York Street Phase 2 CIP 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:

Quitclaim Deed
Draft resolution
Planning Commission Resolution

FISCAL IMPACT:

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

Fund: 13
Cost Center: 3056

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION ACCEPTING QUITCLAIM DEED CONVEYING PROPERTY
FROM SECURITY REALTY COMPANY TO ADAMS COUNTY FOR
RIGHT-OF-WAY PURPOSES

WHEREAS, Adams County is in the process of acquiring right-of-way for the York Street Capital Improvement Program Project - York Street from 78th Avenue to 88th Avenue (“Project”); and,

WHEREAS, the right-of-way parcel is from property located in the Northeast Quarter of Section 35, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado and is owned by Security Realty Company (“Parcel RW-202C”); and,

WHEREAS, Adams County requires ownership of the Parcel RW-202C for construction of the Project; and,

WHEREAS, Security Realty Company has executed a Quitclaim Deed to convey Parcel RW-202C for road right-of-way purposes for York Street 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 23rd day of June 2022, the Planning Commission recommended that the Board of County Commissioners accept said Quitclaim Deed.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Quitclaim Deed from Security Realty Company, 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
empty

QUITCLAIM DEED

THIS DEED, made this 25th day of May, 2022, between **Security Realty Company**, whose legal address is 600 Josephine St, Denver, Colorado 80206, grantor(s) and **The County of Adams, State of Colorado**, a body politic, whose legal address is 4430 South Adams County Parkway, Brighton, Colorado 80601, grantee(s):

WITNESS, that the grantor, for and in consideration of the sum of One Hundred Four Thousand, One Hundred Fourteen and no hundredth (\$104,114.00) DOLLARS and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold and QUITCLAIMED, and by these presents does remise, release, sell and QUITCLAIM unto the grantee, its successors and assigns forever, all the right, title, interest, claim and demand which the grantor has in and to the real property, together with improvements, if any, situate, lying and being in the said County of Adams and State of Colorado, described as follows:

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

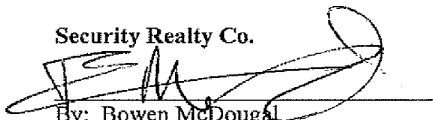
Assessor's schedule or parcel numbers: all of 0171935100048

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the grantor, either in law or equity, to the only proper use, benefit and behoove of the grantee, its successors and assigns forever.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

Security Realty Co.



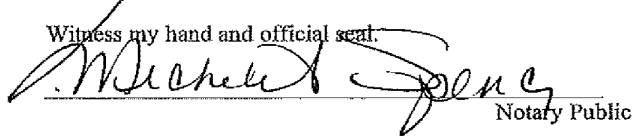
By: Bowen McDougal
Its: Vice President

STATE OF COLORADO)
) §
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 25th day of May, 2022 by Bowen McDougal as Vice President of Security Realty Company.

My commission expires:

Witness my hand and official seal.


Notary Public

MICHELE A SPENCER
Notary Public
State of Colorado
Notary ID # 18884030370
My Commission Expires 11-02-2022

EXHIBIT "C"

**DEED FROM SECURITY REALTY COMPANY,
TO
THE COUNTY OF ADAMS, STATE OF COLORADO**

Legal Description

Being that parcel of land described in the Redemption Certificate recorded on March 29, 1976 in Book 2053 Page 927 in the Office of the Clerk and Recorder of Adams County, Colorado, located in the Northeast Quarter of Section 35, Township 2 South, Range 68 West of the 6th Principal Meridian, being more particularly described as follows:

Commencing at the Southeast Corner of the North Half of said Northeast Quarter of Section 35, whence the Northeast Corner of the Northeast Quarter of said Section 35 bears North 00°12'25" East, a distance of 1316.24 feet; thence South 89°44'41" West, along the South line of the North Half of the Northeast Quarter said Section 35, a distance of 200.00 feet to the Southeast Corner of the parcel of land described in said Book 2053 Page 927, said corner being coincident with the Southwest Corner of the parcel of land described in the Quit Claim Deed recorded on January 9, 1958 in Book 691 Page 386 in said Office of the Adams County Clerk and Recorder, and the Point of Beginning:

Thence continuing South 89°44'41" West, along the South line of said Book 2053 Page 927 and said South line of the North Half of the Northeast Quarter of Section 35, a distance of 1,312.68 (1,312.95 – record) to the Southwest Corner of said Book 2053 Page 927;

Thence North 29°05'49" East, along the Westerly line of the parcel of land described in said Book 2053 Page 927, a distance 45.89 feet to the Northwest Corner thereof, said corner being coincident with the Southwest Corner of the Plot 1 of CIANCIO SUBDIVISION, FIRST FILING, a subdivision recorded on November 17, 1969 in File No. 12 Map No. 176 in said Office of the Adams County Clerk and Recorder;

Thence North 89°44'41" East, along the Northerly line of the parcel of land described in said Book 2053 Page 927, said line also being coincident with the South lines of Plots 1, 2, and 3 of said CIANCIO SUBDIVISION, FIRST FILING, a distance of 1,290.19 (1,290.79 – record) feet to the Northeast Corner of said Book 2053 Page 927;

Thence South 00°15'19" East, along the Easterly line of the parcel of land described in said Book 2053 Page 927, said line also being the Westerly line of the parcel of land described in said Book 691 Page 386, a distance of 40.00 feet to the Point of Beginning.

Containing: 52,057 square feet or 1.20 acres, more or less.

Legal description prepared by:

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



A handwritten signature in black ink, appearing to read "Ian Cortez", written over the bottom right portion of the professional seal.

PLANNING COMMISSION FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION RECOMMENDING ACCEPTANCE OF A QUITCLAIM DEED FROM
SECURITY REALTY COMPANY 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 23rd day of June 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 Quitclaim Deed from Security Realty Company for right-of-way purposes on the following described land to wit:

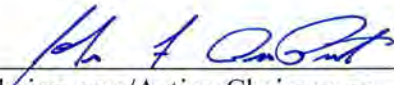
Legal description as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

WHEREAS, this Quitclaim Deed is in conjunction with the York Street Capital Improvement Program Project – York Street from 78th Avenue to 88th Avenue, for a portion of property located in the Northeast Quarter of Section 35, Township 2 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 Quitclaim Deed from Security Realty Company 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: August 2, 2022
SUBJECT: Resolution accepting Bargain and Sale Deed conveying property from Security Realty Company to Adams County for right-of-way purposes
FROM: Brian Staley, P.E., PTOE, RSP, Director of Public Works Janet Lundquist, Deputy Director of Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approve a resolution for accepting a Bargain and Sale 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 York Street from 78th Avenue to 88th Avenue for the York Street Improvement Project. Security Realty Company has executed a Bargain and Sale Deed to Adams County for right-of-way purposes. The property is located in the Northeast Quarter of Section 35, Township 2 South, Range 68 West of the 6th Principal Meridian. The Bargain and Sale Deed will convey property needed for the York Street Phase 2 CIP 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:

Bargain and Sale Deed
Draft resolution
Planning Commission Resolution

FISCAL IMPACT:

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

Fund: 13
Cost Center: 3056

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION ACCEPTING BARGAIN AND SALE DEED CONVEYING PROPERTY
FROM SECURITY REALTY COMPANY TO ADAMS COUNTY FOR
RIGHT-OF-WAY PURPOSES

WHEREAS, Adams County is in the process of acquiring right-of-way for the York Street Capital Improvement Program Project - York Street from 78th Avenue to 88th Avenue (“Project”); and,

WHEREAS, the right-of-way parcels are from property at 7801 York Street, located in the Northeast Quarter of Section 35, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado and is owned by Security Realty Company (“Parcel RW-202A and RW-202B”); and,

WHEREAS, Adams County requires ownership of the Parcels RW-202A and RW-202B for construction of the Project; and,

WHEREAS, Security Realty Company has executed a Bargain and Sale Deed to convey Parcels RW-202A and RW-202B for road right-of-way purposes for York Street 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 23rd day of June 2022, the Planning Commission recommended that the Board of County Commissioners accept said Bargain and Sale Deed.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Bargain and Sale Deed from Security Realty Company, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.

BARGAIN AND SALE DEED

KNOW ALL BY THESE PRESENTS, That Security Realty Co. (whether one, or more than one), the "Grantor," whose legal address is 600 Josephine St., Denver, CO 80206,

NO DOCUMENTARY FEE
NEEDED
ADAMS COUNTY IS EXEMPT

for the consideration of the sum of NINETY-FOUR THOUSAND, THIRTY AND 00/100 DOLLARS, (\$94,030.00), in hand paid, hereby sells and conveys to the County of Adams, State of Colorado, a body politic (whether one, or more than one), the "Grantee," whose legal address is 4430 South Adams County Parkway, Brighton, CO 80601, the following real property situate in the County of Adams and State of Colorado, to wit:

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

also known by street address as: a portion of 7801 York Street, Denver, CO 80229
and assessor's schedule or parcel number: part of 0171935100014
with all its appurtenances.

Signed this 25th day of May, 2022.

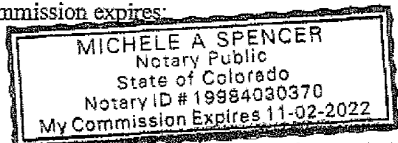
Security Realty Company

By: Bowen McDougal
Its: Vice President

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 25th day of May, 2022 by Bowen McDougal as Vice President of Security Realty Company.

Witness my hand and official seal.
My commission expires:


Notary Public

Jerry R. Johnson, PLS 29417, For and on Behalf of Petroleum Field Services, LLC, d.b.a Ascent Geomatics Solutions, 8620 Wolff Court, Westminster, CO 80031

Name and Address of Person Creating Newly Created Legal Description (§38-35-106.5, C.R.S.)

EXHIBIT "A"
RIGHT-OF-WAY NUMBER: RW-202A
PROJECT NUMBER: IMP-3056-1603
SECTION 35, TOWNSHIP 2 SOUTH, RANGE 68 WEST
SIXTH PRINCIPAL MERIDIAN
ADAMS COUNTY

DESCRIPTION

A tract or parcel of land No. RW-202A of Adams County Project Number IMP-3056-1603, containing 820 square feet, more or less, being a portion of that parcel of land described in Redemption Certificate No 18663 recorded on May 28, 1981, in Book 2557, Page 755, of the records of the Adams County Clerk and Recorders Office, situated in the Northeast Quarter of Section 35 Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado, being more particularly described as follows:

COMMENCING at the Northeast corner of Section 35 whence the East Line of the Northeast quarter of Section 35 bears $S00^{\circ}12'25''W$ a distance of 2632.49 feet;
THENCE $S09^{\circ}52'55''W$ a distance of 1296.44 feet to the southeast corner of said parcel and the **POINT OF BEGINNING PARCEL RW-202A;**

Thence $S89^{\circ}44'41''W$ along the southerly boundary of said parcel, a distance of 82.10 feet to a point on the westerly boundary of said parcel;

Thence departing said southerly boundary $N00^{\circ}14'16''E$ along the westerly boundary of said parcel, a distance of 10.00 feet;

Thence departing said westerly boundary $N89^{\circ}44'41''E$ a distance of 81.98 feet to a point on the easterly boundary of said portion of parcel;

Thence $S00^{\circ}26'16''E$ along said easterly boundary, a distance of 10.00 feet to the **POINT OF BEGINNING PARCEL RW-202A.**

Containing 820 sq. ft. +/-

I, Jerry R. Johnson, Colorado Professional Surveyor in the State of Colorado, do hereby certify that this easement description and the field survey on the ground upon which it is based were performed by me or under my direct supervision.

Jerry R. Johnson, PLS 29417
Date:
For and on Behalf of
Petroleum Field Services, LLC
d.b.a. Ascent Geomatics Solutions



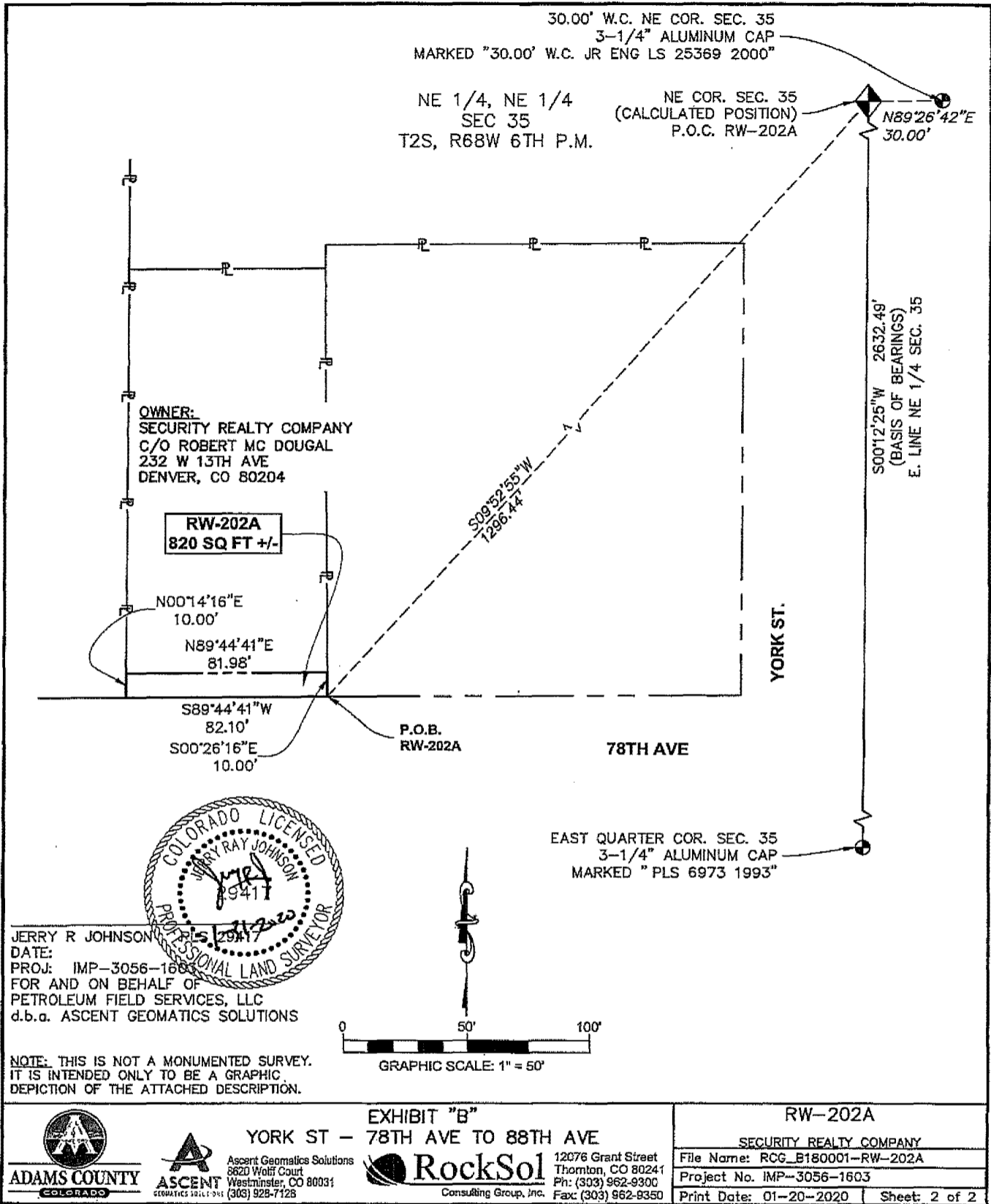


EXHIBIT "A"
RIGHT-OF-WAY NUMBER: RW-202B
PROJECT NUMBER: IMP-3056-1603
SECTION 35, TOWNSHIP 2 SOUTH, RANGE 68 WEST
SIXTH PRINCIPAL MERIDIAN
ADAMS COUNTY

DESCRIPTION

A tract or parcel of land No. RW-202B of Adams County Project Number IMP-3056-1603, containing 6,413 square feet, more or less, being a portion of that parcel of land described in Redemption Certificate No 18663 recorded on May 28, 1981, in Book 2557, Page 755, of the records of the Adams County Clerk and Recorders Office, situated in the Northeast Quarter of Section 35 Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado, being more particularly described as follows:

COMMENCING at the Northeast corner of Section 35 whence the East Line of the Northeast quarter of Section 35 bears S00°12'25"W a distance of 2632.49 feet;
THENCE S02°27'00"W a distance of 1277.62 feet to the southeast corner of said parcel and the **POINT OF BEGINNING PARCEL RW-202B;**

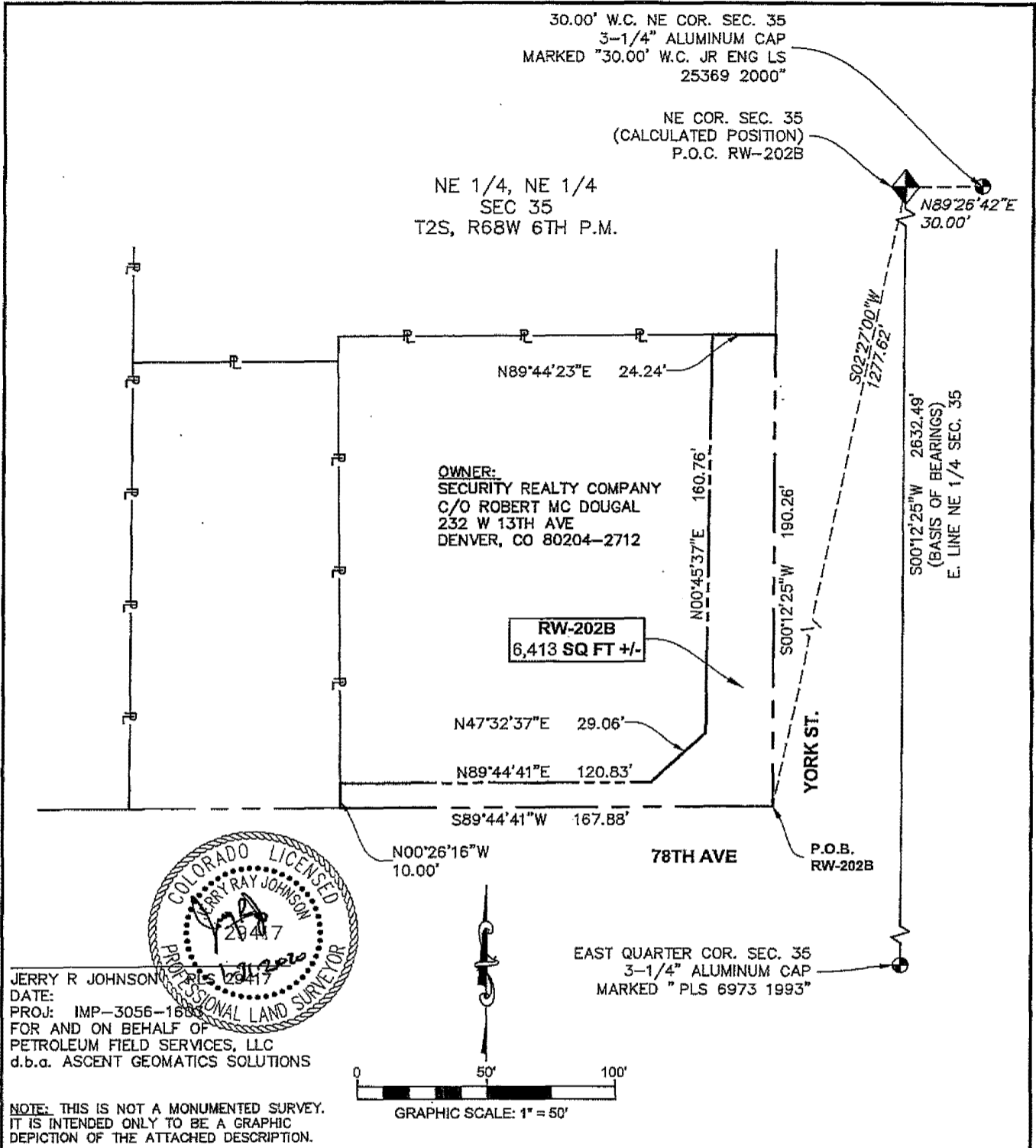
Thence S89°44'41"W along the southerly boundary of said parcel, a distance of 167.88 feet to a point on the westerly boundary of said parcel;
Thence departing said southerly boundary N00°26'16"E along said westerly boundary, a distance of 10.00 feet;
Thence N89°44'41"E a distance of 120.83 feet;
Thence N47°32'37"E a distance of 29.06 feet;
Thence N00°45'37"E a distance of 160.76 feet to a point on the northerly boundary of said parcel;
Thence N89°44'23"E along northerly boundary of said parcel a distance of 24.24 feet to a point on the easterly boundary of said parcel;
Thence S00°12'25"W along easterly boundary of said parcel, a distance of 190.26 feet to the **POINT OF BEGINNING PARCEL RW-202B.**

Containing 6,413 sq. ft. +/-

I, Jerry R. Johnson, Colorado Professional Surveyor in the State of Colorado, do hereby certify that this easement description and the field survey on the ground upon which it is based were performed by me or under my direct supervision.

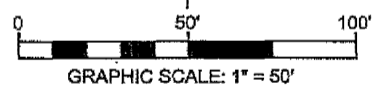
Jerry R. Johnson, PLS 29417
Date:
For and on Behalf of
Petroleum Field Services, LLC
d.b.a. Ascent Geomatics Solutions








JERRY R JOHNSON
 DATE: 05/26/2020
 PROJ: IMP-3056-1603
 FOR AND ON BEHALF OF
 PETROLEUM FIELD SERVICES, LLC
 d.b.a. ASCENT GEOMATICS SOLUTIONS

NOTE: THIS IS NOT A MONUMENTED SURVEY.
 IT IS INTENDED ONLY TO BE A GRAPHIC
 DEPICTION OF THE ATTACHED DESCRIPTION.



 ADAMS COUNTY COLORADO	 ASCENT GEOMATICS SOLUTIONS	EXHIBIT "B" YORK ST - 78TH AVE TO 88TH AVE Ascent Geomatics Solutions 6620 Wolf Court Westminster, CO 80031 (303) 928-7128	 RockSol Consulting Group, Inc.	12076 Grant Street Thornton, CO 80241 Ph: (303) 962-9300 Fax: (303) 962-8350	RW-202B	
					SECURITY REALTY COMPANY	
			File Name: RCG_B180001-RW-202B		Project No. IMP-3056-1603	
			Print Date: 01-20-2020		Sheet: 2 of 2	

PLANNING COMMISSION FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION RECOMMENDING ACCEPTANCE OF A BARGAIN AND SALE DEED
FROM SECURITY REALTY COMPANY 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 23rd day of June 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 Bargain and Sale Deed from Security Realty Company 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 Bargain and Sale Deed is in conjunction with the York Street Capital Improvement Program Project – York Street from 78th Avenue to 88th Avenue, for a portion of property with address of 7801 York Street, located in the Northeast Quarter of Section 35, Township 2 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 Bargain and Sale Deed from Security Realty Company 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: August 2, 2022
SUBJECT: Development Agreement with Trash Mahal Colorado, LLC
FROM: Jenni Grafton Hall, Director; Chase Evans, Deputy Director; Jen Rutter, Planning & Development Manager; Eden Steele, Civil Engineer II
AGENCY/DEPARTMENT: Community & Economic Development
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approve the Development Agreement from Trash Mahal Colorado, LLC for the completion of improvements described in the Development Agreement for the property located at 461 E 66th Avenue.

BACKGROUND:

In February 2021, the property located at 461 E 66th Avenue was rezoned to Industrial-2 under case number RCU2020-00023. The property was purchased by Trash Mahal Colorado, LLC (“Developer”), with the intention of constructing a warehouse/office building and large parking lot to serve their business operations. The Developer is requesting to enter into a Development Agreement with the County to construct public infrastructure to include full-depth improvements to the existing E 66th Avenue cross-section, as recommended by the off-site Geotechnical Report performed by Earth Engineering Consultants, Inc. The improvements to the E 66th Avenue right-of-way include a 24-foot asphalt road, extending from the site access point at the west end of E 66th Avenue to approximately 180 feet west of the Washington Street intersection. Private onsite improvements include an extended detention basin and water quality facility to mitigate development of the site. The subject Development Agreement is required to ensure that public improvements associated with the development are constructed, inspected, and accepted for future maintenance by the County in conformance with County Development Standards and Regulations.

As a requirement of the Development Agreement, the Developer has furnished to the County an acceptable form of surety, releasable only by the County, to guarantee compliance with the Development Agreement. Said collateral is in the amount of, \$229,096.71.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Public Works Department (Adams County)
County Attorney's Office (Adams County)
Colorado Department of Transportation
Adams County Fire Protection District
North Washington Street Water and Sanitation District
Fisher Ditch Company

ATTACHED DOCUMENTS:

Resolution
Development Agreement

FISCAL IMPACT:

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

Fund: 13
Cost Center: 13

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY STATE OF COLORADO

RESOLUTION APPROVING DEVELOPMENT AGREEMENT BETWEEN ADAMS
COUNTY AND TRASH MAHAL COLORADO, LLC

Resolution 2022-XXX

WHEREAS, it is provided by resolution of the Board of County Commissioners, County of Adams, that Trash Mahal Colorado, LLC (“Developer”) shall enter into a written agreement with the County prior to the installation of public and/or private improvements; and,

WHEREAS, Developer is the owner of certain real property located at 461 E 66th Avenue; and,

WHEREAS, the County and the Developer wish to enter into a Development Agreement for public improvements as required pursuant to Case Number EGR2021-00025 and more specifically described in the Development Agreement; and,

WHEREAS, the Adams County Community and Economic Development Department recommends approval of the attached Development Agreement with Trash Mahal Colorado, LLC for Case Number EGR2021-00025.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Development Agreement between Adams County and Trash Mahal Colorado, LLC, a copy of which is attached hereto and incorporated herein by this reference, be approved.

BE IT FURTHER RESOLVED that the Chair of the Board of County Commissioners be authorized to execute said Development Agreement on behalf of the County of Adams, State of Colorado.

DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 20___, between Trash Mahal Colorado, LLC, a Limited Liability Corporation qualified to do business in Colorado ("Developer"), whose address is 461 E 66th Avenue and the Board of County Commissioners of the County of Adams, State of Colorado ("County"), whose address is 4430 S. Adams County Parkway, Brighton, CO 80601.

WITNESSETH:

WHEREAS, Developer is the owner of real property in the County of Adams, State of Colorado, as described in Exhibit "A" attached hereto, and by this reference made a part hereof.

WHEREAS, it is provided by resolution of the Board of County Commissioners, County of Adams, that where designated the Developer shall have entered into a written agreement with the County to install public and/or private improvements, and to deed land for public purposes or right-of-way.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto promise, covenant, and agree as follows:

1. **Engineering Services.** Developer shall furnish, at its own expense, all engineering and other services in connection with the design and construction of the improvements described and detailed on Exhibit "B" attached hereto, and by this reference made a part hereof ("Improvements").
2. **Drawings and Estimates.** The Developer shall furnish drawings and cost estimates for all improvements described and detailed on Exhibit "B" for approval by the County. Upon request, the Developer shall furnish one set of reproducible "as built" drawings and a final statement of construction costs to the County.
3. **Construction.** Developer shall furnish and construct, at its own expense and in accordance with drawings and materials approved by the County, the improvements described and detailed on Exhibit "B".
4. **Time for Completion.** Improvements shall be completed according to the terms of this agreement within "construction completion date" appearing in Exhibit "B". The Director of Community and Economic Development Department may for good cause grant extension of time for completion of any part or all of improvements appearing on said Exhibit "B". Any extension greater than 180 days may be approved only by the Board of County Commissioners. All extensions of time shall be in written form only.
5. **Warranties of Developer.** Developer warrants that the Improvements shall be installed in good workmanlike manner and in substantial compliance with the Plans and requirements of this Agreement and shall be substantially free of defects in materials and workmanship. These warranties of Developer shall remain in effect until Preliminary Acceptance of the improvements by the County.
6. **Guarantee of Compliance.** Developer shall furnish to the County a cash escrow deposit or other acceptable collateral, releasable only by the County, to guarantee compliance with this agreement. Said collateral shall be in the amount of \$229,096.71 including twenty percent (20%) to cover administration and five percent (5%) per year for the term of the Agreement to cover inflation. Upon approval of the final plat, completion of said improvements constructed according to the terms of this agreement, and preliminary acceptance by the Director of Public Works in accordance with section 5-02-05-01 of the County's Development Standards and Regulations, the collateral shall be released. Completion of said improvements shall be determined solely by the County, and a reasonable part of said collateral, up to 20%, may be retained to guarantee maintenance of public improvements for a period of one year from the date of preliminary acceptance.

Collateral shall be furnished in the amount required and in a form acceptable to the Board of County Commissioners prior to Building or Construction Permit issuance. No Certificate of

Occupancy shall be issued until the improvements described in Exhibit "B" have been preliminarily accepted by the Department of Public Works.

7. **Acceptance and Maintenance of Public Improvements.** All improvements designated "public" on Exhibit "B" shall be public facilities and become the property of the County or other public agencies upon acceptance. During the period of one year from and after the acceptance of public improvements, the Developer shall, at its own expense, make all needed repairs or replacement due to defective materials or workmanship which, in the opinion of the County, becomes necessary. If, within ten days of written notice to the Developer from the County requesting such repairs or replacements, the Developer has not undertaken with due diligence to make the same, the County may make such repairs or replacements at the Developer's expense. In the case of an emergency such written notice may be waived.
8. **Successors and Assigns.** This agreement shall be binding upon the heirs, executors, personal representatives, successors, and assigns of the Developer, and shall be deemed a covenant running with the real property as described in Exhibit "A" attached hereto.
9. **Improvements and Dedication.** The undersigned Developer hereby agrees to provide the following improvements, and dedicate described property.

A. **Improvements.**

Public Improvements:

The public improvements include full-depth improvements for the existing E 66th Ave as recommended by the off-site Geotechnical Report performed by Earth Engineering Consultants, Inc. The improvement to the E 66th Ave right-of-way includes a 24-foot asphalt road, extending from the site access point at the west end of E 66th Ave to approximately 180 feet west of the Washington Street intersection.

See Exhibit "B" for description, estimated quantities and estimated construction costs.

Private Improvements:

The private improvements include the on-site detention pond and grass swale (Swale S). The detention pond improvements including the concrete rundowns, pond access road, forebays, trickle channel, outlet structure, spillway wall, and concrete spillway slope paving.

See Exhibit "B" for description, estimated quantities and estimated construction costs.

The improvements shall be constructed in accordance with all County requirements and specifications in accordance with the approved plans and time schedule as indicated in Exhibit "B".

- B. **Public dedication of land for right-of-way purposes or other public purpose.** Upon approval of this agreement by the Board of County Commissioners, the Developer hereby agrees to convey by warranty deed to the County of Adams the following described land for right-of-way or other public purposes:

An access easement shall be dedicated to the County through the site to provide access to the on-site detention pond.

10. **Default by Developer.** A default by the Developer shall exist if (a) Developer fails to construct the Development Improvements in substantial compliance with the Plans and the other requirements of this Agreement; (b) Developer fails to complete construction of the Improvements by the Completion Date provided herein as the same may be extended; (c) Developer fails to cure any noncompliance specified in any written notice of noncompliance within a reasonable time after receipt of the notice of noncompliance; (d) Developer otherwise breaches or fails to comply with any obligation of Developer under this Agreement.

- A. **Remedies of County.** If the County, after notice, determines that a default by Developer exists, and if Developer fails to cure such default within the time specified by the County, the County shall be entitled to (a) make a draw on the collateral for the amount reasonably determined by the County to be necessary to cure the default in a manner consistent with the approved Plans up to the face amount of the Collateral; and (b) sue the Developer for recovery of any amount necessary to cure the default over and above the amount available in the Collateral provided.
- B. **County Right to Completion of Development Improvements.** The right of the County to complete or cause completion of the Improvements as herein provided shall include the following rights:
 - a. The County shall have the right to complete the Development Improvements, in substantial accordance with the plans, the estimated costs, and other requirements of this Agreement, either itself or by contract with a third party or by assignment of its rights to a successor developer who has acquired the Property by purchase, foreclosure, or otherwise. The County, any contractor under the County, or any such successor developer, their agents, subcontractors and employees shall have the non-exclusive right to enter upon the Property described in Exhibit "A" to complete said Improvements.
- C. **Use of Funds by County.** Any funds obtained by the County through Collateral, or recovered by the County from Developer by suit or otherwise, shall be used by the County to pay the costs of completion of the Improvements substantially in accordance with the Plans and the other Requirements of this Agreement and to pay the reasonable costs and expenses of the County in connection with the default by Developer, including reasonable attorneys' fees.

Developer
Trash Mahal Colorado, LLC
By: *[Signature]*
Shaun Hollis, Majority Owner

The foregoing instrument was acknowledged before me this 15th day of July, 2022 by Shaun W Hollis

My commission expires: 8/27/2024

Address: 6130 Huron St
Denver CO 80221

[Signature]
Notary Public



APPROVED BY resolution at the meeting of _____, 20__.

Collateral to guarantee compliance with this agreement and construction of public improvements shall be required in the amount of \$229,096.71. No building permits shall be issued until said collateral is furnished in the amount required and in a form acceptable to the Board of County Commissioners.

ATTEST: BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Clerk of the Board

Chair

EXHIBIT A

Legal Description:

Lot 1, Mapleton Addition Amendment No. 6, County of Adams, State of Colorado

EXHIBIT B

BLUE BEAR WASTE
DEVELOPMENT AGREEMENT - EGR2021-00025
June 17, 2022

PUBLIC IMPROVEMENTS: E 66TH AVENUE

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE, \$	TOTAL COST, \$
Demo Existing Asphalt (E 66th Ave)	sf	10,462	\$ 2.00	\$ 20,923.80
Demo Existing Concrete (E 66th Ave)	sf	826	\$ 2.00	\$ 1,650.34
Sawcut Existing Asphalt at E 66th Ave connection	lf	43	\$ 4.00	\$ 173.94
Surface to Surface Earthwork Cut to Fill (Assumed 10% shrink)	cy	46	\$ 5.00	\$ 228.30
Surface to Surface Earthwork Cut and temp stockpile excess	cy	1,943	\$ 4.00	\$ 7,773.40
Scarify, Moisture Condition, & Re-compact (12")	sy	1,142	\$ 3.00	\$ 3,426.00
Aggregate Base Course (6")	sy	1,142	\$ 10.00	\$ 11,420.00
Roadway Fine Grading	sy	1,142	\$ 1.00	\$ 1,142.00
6" Depth Asphalt	sy	1,142	\$ 45.00	\$ 51,390.00
SUBTOTAL:				\$ 98,127.59

PRIVATE IMPROVEMENTS: BLUE BEAR WASTE ON-SITE DRAINAGE IMPROVMENTS

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE, \$	TOTAL COST, \$
Demo Existing Asphalt (Drainage Easement)	sf	14,651	\$ 2.00	\$ 29,301.75
Demo Existing Fence (Drainage Easement)	ls	1	\$ 500.00	\$ 500.00
Detention Pond Fine Grading	sy	1,628	\$ 1.00	\$ 1,627.88
18" RCP	lf	15	\$ 110.00	\$ 1,650.00
2' Cobble Pre-Treatment Trench	lf	325	\$ 10.00	\$ 3,250.00
2' Concrete Rundown Channel	lf	182	\$ 60.00	\$ 10,920.00
1' Concrete Trickle Pan	lf	183	\$ 10.00	\$ 1,833.16
Pond Access Road	sf	1277	\$ 7.00	\$ 8,942.42
Concrete Spillway Wall	cy	5	\$ 600.00	\$ 3,120.00
Spillway Concrete Slope Paving	sf	150	\$ 5.00	\$ 750.00
Pond Concrete Forebay w/ 24" Thick Type M Soil Riprap	each	2	\$ 6,000.00	\$ 12,000.00
Pond Outlet Structure	each	1	\$ 10,000.00	\$ 10,000.00
SUBTOTAL:				\$ 83,695.20

CONSTRUCTION COST ESTIMATE: \$ 181,822.79
 20% ADMINISTRATION: \$ 36,364.56
 5% INFLATION: \$ 10,909.37
TOTAL COLLATERAL: \$ 229,096.71

Estimated Construction Completion Date:

6/30/23

Initials or Signature of Developer:

SLC

Completion date: July 7, 2023



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: August 2, 2022
SUBJECT: Resolution approving right-of-way agreement between Adams County and Central 62 Acquisitions, LLC, for property necessary for the 62 nd Avenue Roadway and Drainage Improvements Project from Pecos Street to Washington Street
FROM: Brian Staley, P.E., PTOE, RSP, Director of Public Works Janet Lundquist, Deputy Director of Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the right-of-way agreement for acquisition of property interests needed for the 62 nd Avenue Improvements Project.

BACKGROUND:

Adams County is in the process of acquiring property interests along the 62nd Avenue corridor from Pecos Street to Washington Street for the 62nd Avenue Roadway Improvement Project. The intention of this Project is to identify and improve the overall roadway and drainage of 62nd Avenue. Attached is a copy of the right-of-way agreement between Adams County and Central 62 Acquisitions, LLC, for acquisition of property interests in the amount of \$36,920.00. The attached resolution allows the County to acquire ownership of the property interests needed 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:

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

Fund: 13
Cost Center: 3056

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9135	30562201	\$15,000,000
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u>\$15,000,000</u>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING RIGHT-OF-WAY AGREEMENT BETWEEN
ADAMS COUNTY AND CENTRAL 62 ACQUISITIONS, LLC, FOR PROPERTY
NECESSARY FOR THE 62ND AVENUE ROADWAY AND DRAINAGE IMPROVEMENTS
PROJECT FROM PECOS STREET TO WASHINGTON STREET

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

WHEREAS, the intention of this Project is to identify and improve the overall roadway and drainage (“Improvements”); and,

WHEREAS, this right-of-way acquisition is a portion of 495 East 62nd Avenue, located in the Northeast Quarter of Section 10, Township 3 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado, and owned by Central 62 Acquisitions, LLC (“Parcels RW-29A and RW-29B”); and,

WHEREAS, Adams County requires ownership of Parcels RW-29A and RW-29B for construction of the Improvements; and,

WHEREAS, Central 62 Acquisitions, LLC is willing to sell Parcels RW-29A and RW-29B 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 Central 62 Acquisitions, 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 **Central 62 Acquisitions, LLC, a Delaware Limited Liability Company** whose address is 4221 Brighton BLVD, Denver, Colorado 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 495 E. 62nd Avenue hereinafter (the “Property”) for the 62nd 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 **THIRTY-SIX THOUSAND NINE HUNDRED TWENTY AND NO/100 DOLLARS (\$36,920.00)**, 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 \$21,000.00 for the conveyance of road right-of-way and \$15,920.00 for property 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 is the sole Owner of the Property, that the Owner owns the Property in fee simple subject only to matters of record and that the Owner has the power to enter into this Agreement.
2. The Owner agrees to execute and deliver to the County the attached conveyance documents on the property upon tender by the County of a warrant (check) for the compensation agreed upon as soon as possible following the execution of this agreement.
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. 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.
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.~~ In no event shall access to Owner's Property be completely closed.

6. The County will remove 4,925 square feet of irrigated sod, 2,775 square feet of decorative rock, 400 square feet of spreading plants and 1 tree. The County has included compensation for all items.
7. The Owner has entered into this Agreement acknowledging that the County has the power of eminent domain and required the Property for a public purpose.
8. 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.
9. 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.
10. 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.
11. This Agreement has been entered into in the State of Colorado and shall be governed according to the laws thereof.

Owner: CENTRAL 62 ACQUISITIONS, LLC, A DELAWARE LIMITED LIABILITY COMPANY

By: *Renee Jure*

Title: *Vice President*

Date: *7/5/2022*

Approved:

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

Chair

Date

Approved as to Form:

County Attorney

EXHIBIT A (1 OF 3)
RW29A & RW29B
Adams County Project #IMP2020-00016
62nd Avenue-Pecos Street to Washington Street

RW29A

A parcel of land, being part of Lot 1, Mapleton Addition – Correction Plat No. 2, recorded August 26, 2015 as Reception No. 2015000071199 of the records of the Adams County Clerk and Recorder, located in the Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) 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 Center-North Sixteenth (C-N1/16) corner of said Section 10 and assuming the South line of the North Half of the Northeast Quarter (N1/2 NE1/4) of said Section 10, being monumentalized by a 2 3/8" pipe with a 3 1/4" diameter aluminum cap stamped "LS25348" in a monument box at the West end and by a #6 rebar with a 3 1/4" diameter aluminum cap stamped "LS25869, 1999" in a monument box at the East end, as bearing North 89°36'38" East, being a Grid Bearing of the Colorado State Plane Coordinate System, Central Zone, North American Datum 1983/2011, a distance of 2639.12 feet, with all other bearings contained herein relative thereto;

THENCE North 89°36'38" East along the South line of the North Half of the Northeast Quarter (N1/2 NE1/4) of said Section 10 a distance of 1979.29 feet to the intersection with the Southerly extension of the East line of said Lot 1;
THENCE North 00°08'27" West along said Southerly extension a distance of 40.00 feet to the North Right-of-way line of East 62nd Avenue as established by that Special Warranty Deed and by that Resolution, both recorded July 22, 2016 as Reception No. 2016000058730 of the records of the Adams County Clerk and Recorder, said North Right-of-way line being Forty (40) 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 10;
THENCE South 89°36'38" West along said North Right-of-way line a distance of 47.56 feet to the **POINT OF BEGINNING**;

THENCE continuing South 89°36'38" West along said North Right-of-way line a distance of 80.00 feet;
THENCE North 63°00'40" East a distance of 11.17 feet to a point being Five (5) feet, as measured at a right angle, North of said North Right-of-way line;
THENCE North 89°36'38" East along a line being Five (5) feet, as measured at a right angle, North of and parallel with said North Right-of-way line a distance of 60.00 feet;
THENCE South 63°51'32" East a distance of 11.19 feet to the **POINT OF BEGINNING**.

Said described parcel of land contains 350 sq. ft. or 0.008 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.

RW29B

A parcel of land, being part of Lot 1, Mapleton Addition – Correction Plat No. 2, recorded August 26, 2015 as Reception No. 2015000071199 of the records of the Adams County Clerk and Recorder, located in the Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) 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:



EXHIBIT A (2 OF 3)
RW29A & RW29B
Adams County Project #IMP2020-00016
62nd Avenue-Pecos Street to Washington Street

COMMENCING at the Center-North Sixteenth (C-N1/16) corner of said Section 10 and assuming the South line of the North Half of the Northeast Quarter (N1/2 NE1/4) of said Section 10, being monumentalized by a 2 3/8" pipe with a 3 1/4" diameter aluminum cap stamped "LS25348" in a monument box at the West end and by a #6 rebar with a 3 1/4" diameter aluminum cap stamped "LS25869, 1999" in a monument box at the East end, as bearing North 89°36'38" East, being a Grid Bearing of the Colorado State Plane Coordinate System, Central Zone, North American Datum 1983/2011, a distance of 2639.12 feet, with all other bearings contained herein relative thereto;

THENCE North 89°36'38" East along the South line of the North Half of the Northeast Quarter (N1/2 NE1/4) of said Section 10 a distance of 1979.29 feet to the intersection with the Southerly extension of the East line of said Lot 1;
THENCE North 00°08'27" West along said Southerly extension a distance of 40.00 feet to the North Right-of-way line of East 62nd Avenue as established by that Special Warranty Deed and by that Resolution, both recorded July 22, 2016 as Reception No. 2016000058730 of the records of the Adams County Clerk and Recorder, said North Right-of-way line being Forty (40) 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 10;
THENCE South 89°36'38" West along said North Right-of-way line a distance of 442.69 feet to the **POINT OF BEGINNING**;

THENCE continuing South 89°36'38" West along said North Right-of-way line a distance of 80.00 feet;
THENCE North 44°47'28" East a distance of 14.19 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°36'38" 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 60.00 feet;
THENCE South 45°12'32" East a distance of 14.10 feet to the **POINT OF BEGINNING**.

Said described parcel of land contains 700 sq. ft. or 0.016 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

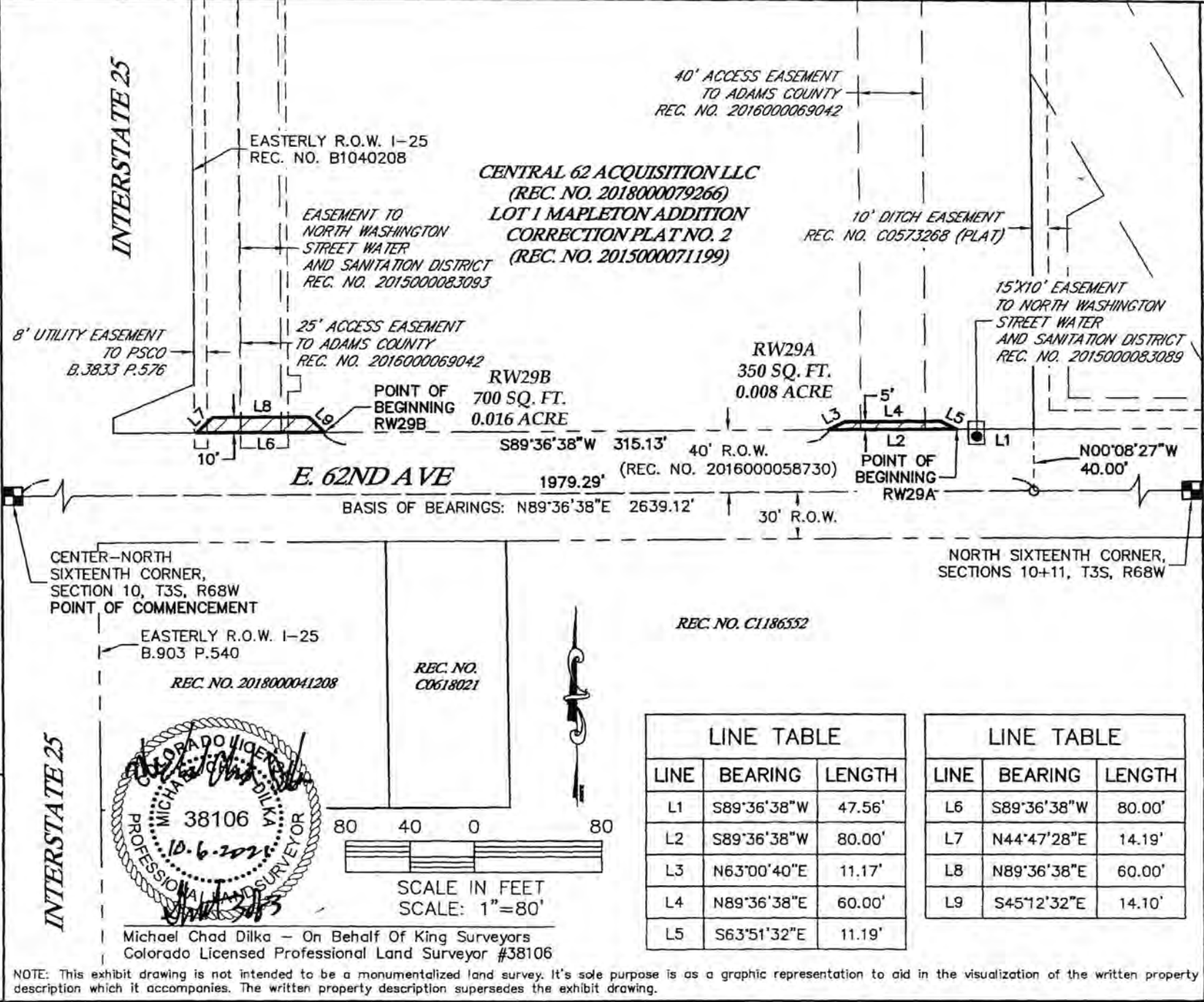
JN: 20200317

ADAMS COUNTY
 COLORADO

RockSol
 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: RW29
 DRAWN: SMF CHECKED: MCD

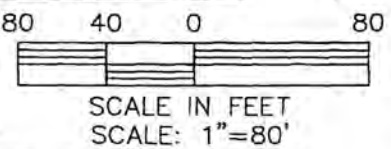


CENTRAL 62 ACQUISITION LLC
 (REC. NO. 2018000079266)
LOT 1 MAPLETON ADDITION
CORRECTION PLAT NO. 2
 (REC. NO. 2015000071199)

E. 62ND AVE

CENTER-NORTH
 SIXTEENTH CORNER,
 SECTION 10, T3S, R68W
 POINT OF COMMENCEMENT

NORTH SIXTEENTH CORNER,
 SECTIONS 10+11, T3S, R68W



LINE TABLE

LINE	BEARING	LENGTH
L1	S89°36'38"W	47.56'
L2	S89°36'38"W	80.00'
L3	N63°00'40"E	11.17'
L4	N89°36'38"E	60.00'
L5	S63°51'32"E	11.19'

LINE TABLE

LINE	BEARING	LENGTH
L6	S89°36'38"W	80.00'
L7	N44°47'28"E	14.19'
L8	N89°36'38"E	60.00'
L9	S45°12'32"E	14.10'

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.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: August 2, 2022
SUBJECT: 2022 IGA with the City of Commerce City for Records Administrative Services
FROM: Sheriff, Richard Reigenborn
AGENCY/DEPARTMENT: Sheriff's Office
HEARD AT STUDY SESSION ON
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves the Intergovernmental Agreements with Commerce City for Law Enforcement Records Administrative Services in 2022.

BACKGROUND:

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

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

City of Commerce City

ATTACHED DOCUMENTS:

IGA with the City of Commerce City
Resolution

FISCAL IMPACT:

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

Fund: 1
2018

	Object Account	Subledger	Amount
Current Budgeted Revenue:	5885.4		\$145,624
Additional Revenue not included in Current Budget:	5885.4		\$15,017
Total Revenues:			<u>\$160,641</u>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7005		\$160,641
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>\$160,641</u>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

Budgeted Revenue and Expenditures is for the three separate agreements, broken out as follows:

Brighton	\$41,766.66
Commerce City	\$57,830.76
Northglenn	\$61,043.58

RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR THE
PROVISION OF LAW ENFORCEMENT AND ADMINISTRATIVE RECORDS SUPPORT
SERVICES BETWEEN ADAMS COUNTY AND COMMERCE CITY COLORADO

Resolution

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Intergovernmental Agreement regarding the provision of law enforcement and administrative records support services between Adams County and Commerce City, Colorado, a copy of which is attached hereto, is approved.

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

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

THIS INTERGOVERNMENTAL AGREEMENT (“IGA”) is made this 13th day of July 2022, the effective date, by and between the City of Commerce City, hereinafter referred to as “Commerce City,” and the Adams County Sheriff’s Office hereinafter referred to as “Adams County”. Commerce City and Adams County may be referred to herein collectively as the “Parties” and individually as a “Party.”

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

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

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

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

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

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

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

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

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

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

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

F. Fees. Assigned Employees. Commerce City shall pay Adams County for administrative services at the rate of \$57,830.76/year. Adams County may adjust said fee annually as necessary to reflect increased costs for providing administrative services to Commerce City. Adams County is entering into several similar intergovernmental agreements with other municipalities. No later than May 1st of each calendar year Adams County will provide an annual usage analysis of each of the municipalities with whom it has a similar intergovernmental agreement, along with the recommended associated fees for each jurisdiction for the following year. The recommended fees for service will be divided proportionally, based on the usage analysis, between all parties receiving said administrative law enforcement services. The Adams County Administrative Services staff will be required to track each supported agency's request for assistance using the following categories:

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

G. Term. The term of this agreement shall be from January 1, 2022 to December 31, 2022.

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

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

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

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

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

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

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

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

Commerce City

Name: Clint Nichols
Title: Chief of Police
Address: 7887 E. 60th Avenue
Commerce City, CO 80022

Adams County

Name: Stephanie Brandt
Title: Operations Manager
Address: 4430 S Adams County Pkwy
1st Floor, Suite W5400
Brighton, Co 80601

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

CITY OF COMMERCE CITY

DocuSigned by:

Clint Melhols

FA6172B7490C481...

Chief of Police

ATTEST:

DocuSigned by:

Dylan Gibson

798CD14FB574

City Clerk



Approved as to form:

DocuSigned by:

Ashley Lacher

0A0460B460F6437...

City Attorney

ADAMS COUNTY SHERIFF'S OFFICE

Sheriff

Printed Name

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

Chair

Date

ATTEST:

Deputy Clerk

Approved as to form:

Adams County Attorney's Office



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: August 2, 2022
SUBJECT: 2022 IGA with the City of Brighton for Records Administrative Services
FROM: Sheriff, Richard Reigenborn
AGENCY/DEPARTMENT: Sheriff's Office
HEARD AT STUDY SESSION ON
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves the Intergovernmental Agreement with Brighton for Law Enforcement Records Administrative Services in 2022.

BACKGROUND:

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

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

City of Brighton

ATTACHED DOCUMENTS:

IGA with the City of Brighton
Resolution with the City of Brighton

FISCAL IMPACT:

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

Fund: 1
Cost Center: 2018

	Object Account	Subledger	Amount
Current Budgeted Revenue:	5885.4		\$145,624.00
Additional Revenue not included in Current Budget:	5885.4		\$15,017.00
Total Revenues:			<u>\$160,641</u>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7005		\$160,641
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>\$160,641</u>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

Budgeted Revenue and Expenditures is for three separate agreements, broken out as follows:

Brighton	\$41,766.66
Commerce City	\$57,830.76
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RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR THE
PROVISION OF LAW ENFORCEMENT AND ADMINISTRATIVE RECORDS SUPPORT
SERVICES BETWEEN ADAMS COUNTY AND BRIGHTON, COLORADO

Resolution

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Intergovernmental Agreement regarding the provision of law enforcement and administrative records support services between Adams County and Brighton, Colorado, a copy of which is attached hereto, is approved.

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

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

THIS INTERGOVERNMENTAL AGREEMENT ("IGA") is made this 15th day of February, 2022, the effective date, by and between the City of Brighton, hereinafter referred to as "Brighton," and the Adams County Sheriff's Office hereinafter referred to as "Adams County". Brighton and Adams County may be referred to herein collectively as the "Parties" and individually as a "Party."

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

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

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

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

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

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

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

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

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

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

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

F. Fees. Assigned Employees. Brighton shall pay Adams County for administrative services at the rate of \$41,766.66/year. Adams County may adjust said fee annually as necessary to reflect increased costs for providing administrative services to Brighton. Adams County is entering into several similar intergovernmental agreements with other municipalities. No later than May 1st of each calendar year Adams County will provide an annual usage analysis of each of the municipalities with whom it has a similar intergovernmental agreement, along with the recommended associated fees for each jurisdiction for the following year. The recommended fees for service will be divided proportionally, based on the usage analysis, between all parties receiving said administrative law enforcement services. The Adams County Administrative Services staff will be required to track each supported agency's request for assistance using the following categories:

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

G. Term. The term of this agreement shall be from January 1, 2022 to December 31, 2022.

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

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

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

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

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

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

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

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

Brighton

Name: Monique Martinez
Title: Executive Assistant to Chief Southard
Address: 3401 E Bromley Lane
Brighton, CO 80601

Adams County

Name: Stephanie Brandt
Title: Operations Manager
Address: 4430 S Adams County Pkwy, Suite W5400,
Brighton, CO 80601

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

CITY OF BRIGHTON



Michael Martinez, City Manager

ATTEST:



Natalie Hbel, City Clerk

Approved as to form:



Alicia Calderon, City Attorney

ADAMS COUNTY SHERIFF'S OFFICE

Sheriff

Printed Name

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

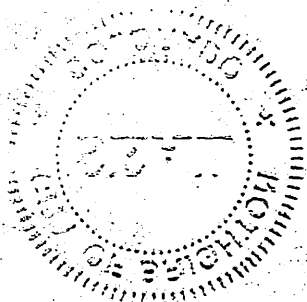
Chair Date

ATTEST:

Deputy Clerk

Approved as to form:

Adams County Attorney's Office



[Faint, mostly illegible handwritten text and markings, possibly including a signature and address.]



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: 8/2/22
SUBJECT: IGA with E-470 & City of Brighton for the Sable Road interchange at E-470
FROM: Byron Fanning & Doug Edelstein
AGENCY/DEPARTMENT: County Manager's Office & County Attorney's Office
HEARD AT STUDY SESSION ON: 5/24/22
AUTHORIZATION TO MOVE FORWARD: x <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: Approval of this agreement

BACKGROUND:

Staff presented this item to the BOCC on May 24th to determine the Board's interest in entering into an IGA with Brighton and E-470 to support the project to bring a new interchange on Sable Road. The Board asked that staff enter into this agreement with a few conditions. The first was that the County's ability to expand the Government Center buildings be protected under the agreement and the second was that the County's financial contribution would be capped at \$7 Million. Both of those requirements have been met and all parties have agreed to move the agreement forward.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED: City of Brighton, Colorado and The E-470 Public Highway Authority

ATTACHED DOCUMENTS:

Sable Blvd Interchange IGA Final.pdf
DOCS-#6337348-v1-reso_approving_iga_with_e-470_and_brighton_for_sable_boulevard_interchange.DOCX

FISCAL IMPACT:

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

Fund: Road & Bridge (13)
Cost Center: 3019

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	8910	30192201	\$3,000,000
Add'l Operating Expenditure not included in Current Budget:	8910	20192201	\$4,000,000
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			\$7,000,000
Total Expenditures:			<hr/>

New FTEs requested: YES x NO

Future Amendment Needed: YES x NO

Additional Note:

Expenditures will likely occur in 2023. If payment is completed during 2022, an additional amendment will be requested. If the payment does occur in 2023, it will be included in the 2023 Adams County Adopted Budget.

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENT BETWEEN THE E-470 PUBLIC HIGHWAY AUTHORITY, CITY OF BRIGHTON, AND ADAMS COUNTY, COLORADO REGARDING E-470 AND SABLE BOULEVARD INTERCHANGE FUNDING AND CONSTRUCTION

WHEREAS, the E-470 Public Highway Authority (“Authority”), the City of Brighton (“Brighton”), and Adams County wish to construct an interchange between Sable Boulevard and E-470 in order to better serve the needs of residents; and,

WHEREAS, the project is currently estimated to cost thirty-three million dollars, with Adams County’s share capped at seven million dollars; and,

WHEREAS, pursuant to the terms and conditions of the attached Intergovernmental Agreement the parties wish to allocate costs and allow the Authority to lead the project and manage construction.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado that the Intergovernmental Agreement Between the E-470-Public Highway Authority, City of Brighton, and Adams County, Colorado Regarding E-470 and Sable Boulevard Interchange Funding and Construction, a copy of which is attached, is hereby approved.

BE IT FURTHER RESOLVED that the Chair is hereby authorized to sign said Intergovernmental Agreement on behalf of Adams County after approval to form by the County Attorney’s Office.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE E-470 PUBLIC HIGHWAY AUTHORITY,
CITY OF BRIGHTON, AND ADAMS COUNTY, COLORADO
REGARDING E-470 AND SABLE BOULEVARD INTERCHANGE FUNDING AND
CONSTRUCTION**

THIS INTERGOVERNMENTAL AGREEMENT BETWEEN THE E-470 PUBLIC HIGHWAY AUTHORITY, THE CITY OF BRIGHTON, AND ADAMS COUNTY COLORADO REGARDING E-470 AND SABLE BOULEVARD INTERCHANGE FUNDING AND CONSTRUCTION is made and entered into this ____ day of _____, 2022 (the “Effective Date”), by and between the E-470 PUBLIC HIGHWAY AUTHORITY, a body corporate and political subdivision of the State of Colorado; the CITY OF BRIGHTON, a Colorado home rule municipality; and ADAMS COUNTY, COLORADO, a body corporate and politic of the State of Colorado.

RECITALS

A. The Parties, as Colorado governmental entities, are constitutionally and statutorily empowered pursuant to Colo. Const., Article XIV, §18, and Sections 29-1-201, *et seq.*, C.R.S., to cooperate or contract via intergovernmental agreement with one another to provide functions, services, or facilities authorized to each cooperating government.

B. The Parties and their residents, customers, and general public will jointly benefit from the construction of an interchange and related equipment and appurtenances necessary thereto to be located at the intersection of the E-470 and Sable Boulevard.

C. In connection with the Interchange construction, the City desires to widen the Sable Boulevard bridge over E-470 to accommodate additional lanes and pedestrian facilities.

D. The Parties and their respective residents, constituents, and customers will jointly benefit from the accelerated construction of the Interchange, and the Parties therefore agree to cooperatively provide for the design and construction of the Interchange as provided herein.

E. Following completion of the construction of the Interchange, and pursuant to the terms and conditions of later Maintenance IGA(s), it is anticipated that the Authority will assume the Authority Maintenance Obligations for the Interchange, excluding Sable Boulevard as widened, and the City shall have the full and sole obligation with respect to all the Connecting Facilities for ownership, operation, maintenance, repair, and replacement thereof.

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

AGREEMENT

1. **RECITALS**. The foregoing recitals are hereby incorporated as though fully set

forth herein.

2. **DEFINITIONS.** In addition to the terms defined within the text of the Agreement, the below terms shall have the following meanings:

<i>Adams County Trail</i>	The existing trail at the Adams County Government complex, located at 4430 S. Adams County Parkway, Brighton, CO. The County will continue to own and maintain the trail after it is relocated to accommodate the new Interchange.
<i>Agreement</i>	This Intergovernmental Agreement between the Authority, City, and County Regarding E-470 and Sable Boulevard Interchange Funding and Construction.
<i>Authority</i>	E-470 Public Highway Authority.
<i>Authority Maintenance Obligations</i>	Subject to completion of the Interchange, the Authority will own and be responsible for maintaining the following standard components of the Interchange as set forth in the Maintenance IGA(s): approach slabs, bridge railing, under deck lighting, abutment wall lighting, bridge substructure and superstructure, on and off ramp pavement, signage on the ramps, ramp pavement marking, fencing, Tolling System, and all other ramp lighting for E-470. The Authority shall NOT own nor be responsible for maintaining the two-inch (2”) pavement surface on the deck of the Bridge (including any pavement markings and pedestrian facilities) or any enhanced aesthetic features of the Bridge or any Connecting Facilities.
<i>Bridge</i>	All Interchange infrastructure directly associated with the widened bridge conveying traffic (including pedestrian traffic) on Sable Boulevard over E-470, comprising, but not limited to, the following: all substructure, superstructure, abutments, approach slabs, safety approach slabs, safety approach rails, and any related infrastructure, the design and construction of which shall be the responsibility of the Authority as set forth in this Agreement.
<i>City</i>	The City of Brighton, Colorado.
<i>Connecting Facilities</i>	Any and all transportation infrastructure connected to, but not part of, the Interchange, including but not limited to local roads, frontage roads, Sable Boulevard to the north of the north intersection with E-470 and to the south of the south intersection with E-470 within the limits delineated by the end of the curb returns where they meet the cross street.
<i>Contribution</i>	Individually, either the Authority Contribution, City Contribution, or County Contribution.

<i>County</i>	Adams County, Colorado.
<i>E-470</i>	The E-470 Public Highway.
<i>Effective Date</i>	As defined in the introductory paragraph of the Agreement.
<i>Excluded Costs</i>	The following costs shall not constitute Interchange Costs, shall not be paid by the Authority and, accordingly, shall NOT be eligible for payment from the Authority Contribution: (a) real property acquisition (other than Interchange Property Acquisition Costs); and (b) the Connecting Facilities (including any design, construction, and maintenance thereof).
<i>Final Interchange Design</i>	The design for the Interchange to be contracted for by the Authority with coordination from the City and County as set forth in this Agreement.
<i>Interchange</i>	A full diamond interchange at E-470 and Sable Boulevard, excluding all Connecting Facilities, and comprising only the following elements of infrastructure: (a) ramps in all directions including the ramp intersections to the point to the curb returns where they meet the cross-street; (b) the length of Sable Boulevard between the outermost curb radii of the north and south ramp intersections; (c) the Bridge widened to accommodate the ultimate four lane arterial section and pedestrian facilities; (d) signals and lights at the intersection(s) with Sable Boulevard; (e) the Authority's Tolling System Installation; (f) connections to and relocations of the Adams County Trail; and (g) the relocation of existing utilities and irrigation facilities in connection therewith. The Interchange is depicted generally in Exhibit A attached to this Agreement.
<i>Interchange Costs</i>	The actual costs incurred by the Parties to design and construct the Interchange based on the completed Final Interchange Design, which shall include the following: (a) costs incurred pursuant to the Relocation Contract and Construction Contract (as defined in Section 5(A)(i)), plus; (b) all costs paid, or to be paid, to third parties for design, engineering, construction management, quality assurance, surveying and identification of property rights, utility investigation, quality control, independent cost estimating, design support during construction, and geotechnical work, plus; (c) permitting and administrative review fees, including inspections and testing and any necessary environmental compliance, remediation, and related cost, plus; (d) the Interchange Property Acquisition Costs, Utility Relocation Costs, Irrigation System Relocation Costs, and Trail Relocation Costs, if any; and (e) Tolling System Installation costs; provided, however,

	Interchange Costs shall not include any Excluded Costs.
<i>Interchange Funds Account</i>	A segregated account of the Authority into which funding of the City and County Contribution shall be deposited following the transfer of such funds to the Authority by the City and County and then held by the Authority and used for the limited purposes of funding the Interchange Costs.
<i>Interchange Property</i>	Such real property rights or interests as are deemed necessary by the Authority to complete the Interchange per the Final Interchange Design inclusive of (a) property needed by the Authority in fee title for a 75-foot strip on either side of E-470 right-of-way to provide locations for slopes, drainage, detention and retention facilities, trails, and utilities; and (b) property necessary to accommodate stormwater facilities and improvements associated with the Interchange, but excluding any and all real property already owned by the Authority.
<i>Interchange Property Acquisition Costs</i>	The actual costs of acquiring Interchange Property from a third party.
<i>Irrigation System Relocation Costs</i>	The actual costs incurred in connection with relocating irrigation systems as necessary to complete the Interchange in accordance with the Final Interchange Design.
<i>Maintenance IGA(s)</i>	One or more intergovernmental agreements to be entered into between the Parties and other entities as appropriate that address the terms and conditions of ownership and maintenance of the Interchange as set forth in Section 8 hereof.
<i>Parties</i>	Collectively, the Authority, City, and County.
<i>Party</i>	Individually, either the Authority, City, or County.
<i>Trail Relocation Costs</i>	The actual costs incurred in connection with the relocation of the Adams County Trail as necessary to complete the Interchange in accordance with the Final Interchange Design.
<i>Tolling System</i>	The entire tolling system within the Interchange, which shall include, but is not limited to, fiber optic connections, new antennae, cameras, traffic loops, tolling hardware, and tolling software. The Authority shall be the sole owner and operator of the Tolling System.
<i>Tolling System Installation</i>	The installation and integration of the Tolling System.
<i>Utility Relocation Costs</i>	The actual costs incurred in connection with relocating utilities as necessary to complete the Interchange in accordance with the Final Interchange Design, including, but not limited to costs incurred by the Authority in connection with the Relocation Contract (if any), costs incurred by the City of Aurora for design and relocation

	of such utilities if the City of Aurora elects to undertake a relocation itself, and costs of any real property acquisitions necessary to effect the relocation.
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3. GENERAL INTERCHANGE PROJECT RESPONSIBILITIES.

A. General. The Parties understand and agree that, subject to the City and County’s transfer of funds equal to the City and County Contribution to the Authority, the Authority, with coordination and cooperation from the City and County, will contract for the design and construction of the Interchange.

B. Interchange Costs Component Responsibilities.

(i) *Interchange Property Acquisition Costs.* In the event it is necessary to acquire Interchange Property to complete the Interchange, the City agrees it will (a) obtain or acquire the necessary property interests in the Interchange Property, which shall be deeded to the Authority; and (b) pay the Interchange Property Acquisition Costs, as applicable (which amounts may be credited to the City Contribution in accordance with Section 6(C)(ii)). If Interchange Property needs to be acquired through the use of eminent domain proceedings, the City and Authority agree to coordinate as necessary to institute and carry out such proceedings, with the City to fund the same.

(ii) *Utility Relocation Costs.* In the event it is necessary for any utility facilities to be relocated in order to construct the Interchange in accordance with the Final Interchange Design (including, but not limited to, City of Aurora utility facilities as contemplated in Sections 5 and 6), all such Utility Relocation Costs shall be included within the Interchange Costs. The Authority will be responsible to pursue any necessary utility relocation permissions; however, the City agrees to aid and support the Authority in its discussions and negotiations with any applicable utility owners as necessary or appropriate.

(iii) *Irrigation System Relocation Costs.* In the event it is necessary for any irrigation system facilities to be relocated in order to construct the Interchange in accordance with the Final Interchange Design, all such Irrigation System Relocation Costs shall be included within the Interchange Costs. The Authority will be responsible to pursue any necessary irrigation system relocation permissions; however, the City agrees to aid and support the Authority in its discussions and negotiations with any applicable irrigation system facility owners as necessary or appropriate.

(iv) *Trail Relocation Costs.* In the event it is necessary for the Adams County Trail to be relocated in order to construct the Interchange in accordance with the Final Interchange Design, all such Trail Relocation Costs shall be included within the Interchange Costs.

(v) *Identification of Interchange Costs.* The Interchange Property Acquisition Costs, Utility Relocation Costs, Irrigation System Relocation Costs, and Trail Relocation Costs, if any, shall be separately identified and accounted for, as appropriate, and the Parties shall be obligated to fund these Interchange Costs as set forth in Section 6(B).

C. Reasonable Efforts. The Parties agree that they shall, in good faith, use commercially reasonable efforts in carrying out their obligations under this Agreement, including but not limited to in the design, construction, and negotiation with third parties necessary to complete the Interchange, and to minimize all Interchange Costs to be incurred by the Parties associated with the completion of the Interchange.

D. Other Necessary Property. The City and Authority will, at no cost to the other Parties, obtain and make available for the Interchange such real property rights or interests owned by the City or Authority as are deemed necessary by the Authority to complete the Interchange per the Final Interchange Design. The County shall convey a portion of its adjacent Government Center property for the Interchange as set forth in the Final Interchange Design. The County will also grant the Authority a temporary construction easement for relocation of the Adams County Trail as set forth in the Final Interchange Design prior to construction beginning thereon, which trail will be constructed on County property for continued County ownership and maintenance. The Parties acknowledge that the County intends to further develop its Government Center property in the future, and the Parties will work to address the location of the Interchange in relation to the future Government Center construction during development of the Final Interchange Design to avoid interference therewith.

E. Fees. The Parties agree to waive any and all fees associated with the Interchange that may be waived pursuant to applicable rules and regulations, including, but not limited to any Party's applicable review fees, and will not include any such fees in the Interchange Costs.

F. Coordination. The City and County agree to coordinate and assist the Authority as desired with respect to the acquisition of permits and any public meetings or input related thereto as requested. The City and County also agree to coordinate with the Authority with respect to any utility, irrigation system facility, or trail relocations and any necessary approvals related thereto.

4. INTERCHANGE DESIGN.

A. Completion of Final Interchange Design. The Authority shall complete the Final Interchange Design in accordance the following terms and conditions:

(i) *Design Review.* The City and County shall each be afforded the opportunity to review the Interchange design during the Authority's development of the Final Interchange Design at the thirty percent (30%), sixty percent (60%), and ninety percent (90%) stages of completion and upon full completion of the

Final Interchange Design. The City and County shall have fifteen (15) days from the date the review is provided to them by the Authority to review the development of the Final Interchange Design and to offer comments. The Authority will give reasonable consideration and will in good faith attempt to accommodate all reasonable comments from the City and County but will retain full and final approval authority over the Final Interchange Design.

(ii) *Material Redesign.* In the event material redesign of the Final Interchange Design becomes necessary after construction of the Interchange has begun, the Authority shall notify the City and County of the material redesign necessity, and the City and County shall be afforded a ten (10) day review and comment period. The Authority will give reasonable consideration and will in good faith attempt to accommodate all reasonable comments from the City and County but will retain full and final approval authority over material redesign of the Final Interchange Design. For the purposes of this provision, material redesign shall comprise significant changes in the approved Final Interchange Design which either: (a) change the Interchange footprint, or (b) change the Interchange configuration (including configuration of tolling points). Material redesign shall not include changes which merely accommodate field conditions, sub-surface soils, or topography.

B. Communication. The Authority shall keep accurate records of the progress of the Interchange and shall provide status reports to the City and County, or their designees, on a regular basis (a minimum of every quarter after execution of this Agreement), including progress updates and notice of any problems related to the Interchange. Said status reports shall also include updates to the Interchange Costs expended and the remaining Interchange Costs projected to be expended through completion of the Interchange as well as any adjustments to the time schedule for Interchange completion.

5. INTERCHANGE CONSTRUCTION.

A. Authority's Obligations. The Authority agrees it shall contract to complete the Interchange construction, subject to the provisions set forth below:

(i) The Authority will solicit construction bids for (1) relocation of any Aurora water utility facilities necessary to carry out the Interchange construction if the City of Aurora requests the Authority perform such relocation in lieu of the City of Aurora undertaking utility relocation design and construction as described in Section 6(C)(i) (the "Relocation Contract"); and (2) construction of the Final Interchange Design (the "Construction Contract," and together with the Relocation Contract, the "Interchange Contracts"), which the Authority may conduct on a design-bid-build, design-build, or CM/GC basis as determined by the Authority. Once the Authority has, using the Authority's preferred contracting methodology, selected a contractor for the Relocation Contract (if applicable) and Construction Contract, respectively, the Authority will notify the City and County in writing of its intent to award the Relocation Contract or Interchange Contract, as applicable

(each a “Notice of Intent”).

(ii) The Authority will not award either the of the Interchange Contracts, nor commence construction of the Interchange, unless the City and County have transferred to the Authority funds in the amount of the Initial Contribution and Second Contribution in the timeframes set forth in Section 6(C)(i) below.

(iii) The Authority shall have full authority to issue change orders to either the Relocation Contract or Interchange Contract without consulting the City or County up to a contingency amount of fifteen percent (15%) of the total Relocation Contract or Interchange Contract, as applicable. If the actual Interchange Costs will exceed this fifteen percent (15%) contingency for either of the Interchange Contracts issued by the Authority, then any such change orders shall be approved by the Authority, City, and County. Upon the issuance of any change order to either of the Interchange Contracts issued by the Authority, the Authority will provide notice and detail with respect to the change order to the City and County to allow the City and County to coordinate any requisite modifications to the Connecting Facilities. If the City of Aurora elects to undertake design and construction to relocate any of its own utility facilities (rather than having the Authority issue the Relocation Contract), all costs incurred by the Parties or otherwise due to the City of Aurora in connection with the City of Aurora’s relocation constitute Utility Relocation Costs payable by the Parties in accordance with Section 6 hereof.

(iv) The Authority shall oversee construction of the Interchange in compliance with all applicable local, state, and federal laws, rules, and regulations. The Authority shall have no responsibility for the design or construction of the Connecting Facilities.

B. Anticipated Completion of Interchange. The Parties currently anticipate Interchange construction may be complete by approximately December 31, 2025; however, no failure by the Authority to complete the Interchange by the foregoing date shall constitute a breach of this Agreement.

6. INTERCHANGE FUNDING.

A. General. As provided and allocated in this Section 6, the City, County, and Authority agree to pay the total amount of the Interchange Costs. The total Interchange Costs are currently estimated to be approximately Thirty-Three Million Dollars (\$33,000,000) as set forth in **Exhibit B** attached hereto, based on current estimates for consultants, materials, and contingency. The Parties understand and agree that due to the long-term nature and unpredictability of the Interchange project as well as recently inflationary trends, this is only an estimate and not intended to, and shall not, serve as a not-to-exceed amount. The Parties acknowledge that the Interchange Costs may increase depending on the timing of completion of the Interchange construction, including but not limited to inflation of costs of materials or real property and other factors related thereto. The Parties will share in the incurrence of any Interchange Costs overruns or savings as set

forth in Section 6(C)(iii) below.

B. Party Contributions.

(i) *City & County Contribution.* The City and County collectively agree to contribute an amount equivalent to Thirty-Three and One-Third Percent (33.33%) of the total amount of the Interchange Costs (the “City and County Contribution”). As between themselves, City and County shall each be responsible for one-half of their combined one-third share of the Interchange Costs (respectively, the “City Contribution” and “County Contribution”). However, County’s total obligation under this Agreement shall not exceed seven million dollars. In the event the City and County Contribution exceeds fourteen million dollars, City shall be solely responsible for any City and County Contribution exceeding fourteen million dollars.

(ii) *Authority Contribution.* The Authority agrees to contribute an amount equivalent to Sixty-Six and Two-Thirds Percent (66.67%) of the total amount of the Interchange Costs (the “Authority Contribution”).

C. Funding Process.

(i) *Phased Funding.*

(a) *Initial Contribution.* The City and County will make an initial contribution of funds to the Authority in the amount of Three Million Three Hundred Thousand Dollars (\$3,300,000) to be deposited into the Interchange Funds Account within thirty (30) days of the Authority’s Notice of Intent to issue the Relocation Contract in accordance with Section 5(A)(i) (the “Initial Contribution”). In the event Aurora elects to relocate its own water facilities rather than have the Authority issue the Relocation Contract, the Initial Contribution shall become due to the Authority within thirty (30) days of the Authority providing notice of the same to the City and County (the “Aurora Construction Notice”).

(b) *Second Contribution.* The City and County will make a second contribution of funds to the Authority in the amount of Three Million Three Hundred Thousand Dollars (\$3,300,000) to be deposited into the Interchange Funds Account no later than one (1) year from the date of the Relocation Contract Notice of Intent or Aurora Construction Notice, as applicable (the “Second Contribution”).

The funds may be transferred in any manner mutually agreeable to the Parties. Once the City and County have transferred to the Authority funds in the amount of the Initial Contribution and Second Contribution and the Authority has deposited such funds into the Interchange Funds Account, the Authority can then make disbursements to fund design and construction of the Interchange, Interchange Property Acquisition Costs, Utility Relocation Costs, Irrigation System

Relocation Costs, and Trail Relocation Costs, if any, from the Interchange Funds Account.

(c) Final Contribution. The City and County will make a third and final contribution of funds to the Authority in accordance with Section 6(C)(iii) below.

(ii) *Interchange Property Credits.*

(a) If the City or Authority incur Interchange Property Acquisition Costs, the actual amount paid for such Interchange Property shall count toward the City Contribution or Authority Contribution, as applicable. By way of example, if the City incurs Interchange Property Acquisition Costs in the amount of \$25,000, the City may count that \$25,000 toward and included within the City Contribution and shall be deducted from the City's Final Contribution accordingly. To be eligible to apply Interchange Property Acquisition Costs toward the respective Party's Contribution, the Party funding the Interchange Property Acquisition Costs must provide the other Parties such evidence of the amount of the Interchange Property Acquisition Costs incurred and the payment thereof as the other Parties may reasonably request.

(b) In the event Interchange Property is dedicated to the City or Authority at no cost or for a nominal value, the City or Authority may obtain an appraisal of such Interchange Property at its own cost and expense, and the appraised amount of the subject Interchange Property shall count toward (and be included within) the City's Contribution or Authority Contribution, as applicable, subject to Sections 6(C)(ii)(b)(1) & (2) below ("Interchange Dedication Credits") and shall be deducted from the Party's Final Contribution accordingly.

(1) In the event another Party disputes the appraised amount of any dedicated Interchange Property, any other Party may elect to obtain its own appraisal therefor at its cost and expense. If more than one appraisal is obtained, the average of the appraised amounts of the subject Interchange Property shall count toward the paying Party's Contribution.

(2) Copies of all appraisals to be utilized to determine the amount of Interchange Dedication Credits shall be provided to each Party hereto.

(c) If Interchange Property needs to be obtained through the use of eminent domain proceedings, the City's actual cost for the payment of the Interchange Property shall qualify as an Interchange Property Acquisition Cost, which may be credited to the City Contribution.

(iii) *Final Accounting.* Following the Authority’s final acceptance of the Interchange in accordance with the Construction Contract, the Authority, City, and County will conduct a final accounting of all Interchange Costs (the “Final Interchange Costs”). The Final Interchange Costs shall be divided pro rata based on the City and County Contribution, subject to the County’s seven million dollar cap, and Authority Contribution (including any credits thereto for Interchange Property Acquisition Costs and Interchange Dedication Credits).

(a) If the City’s and County’s portion of the Final Interchange Costs exceeds the amount paid to the Authority in the combined Initial Contribution and Second Contribution, the City and County shall be responsible to pay the Authority their pro rata share, subject to the County’s seven million dollar cap, of any additional Interchange Costs within thirty (30) days of receipt of the Final Interchange Costs invoice (the “Final Contribution”). By way of example, if the Final Interchange Costs amount to \$33,000,000, the Parties’ responsibilities shall be as follows:

Authority Contribution: \$22,001,100 (66.67% of Interchange Costs)

City & County Contribution: \$10,998,900 (33.33% of Interchange Costs) as follows:

Initial Contribution:	\$3,300,000
Second Contribution:	\$3,300,000
Final Contribution:	\$4,398,900

D. Use of Funds and Accounting.

(i) The Authority agrees all funds transferred to the Authority by the City and County pursuant to this Agreement shall only be used for the limited purpose of funding Interchange Costs.

(ii) The Authority shall, as requested by the City or County, on a quarterly basis, provide to the City and County a detailed accounting of expenditures made by the Authority within the previous three (3) month period, which accounting shall include: (1) invoices or other documentation of the costs incurred, including but not limited to documentation of requests and invoices from consultants/contractors or subcontractors related to the design and construction of the Interchange; (2) a current accounting of the total amount of the Interchange Costs expended to date; (3) an estimate of the remaining Interchange Costs expected to be incurred; (4) costs associated with the Interchange Property Acquisition Costs, Utility Relocation Costs, Irrigation System Relocation Costs, and Trail Relocation Costs, if any; and (5) such other documentation reasonably requested by the City or County.

7. CONNECTING FACILITIES.

A. The Parties acknowledge and agree that the completion of the Interchange will create the need for Connecting Facilities and the Authority shall not be obligated to design, fund, construct, own, nor maintain any Connecting Facilities.

B. The Authority shall be entitled to review and approve in writing such portions of the designs for the Connecting Facilities that impact E-470 to ensure the Connecting Facilities do not impede the Authority's ability to operate and maintain E-470 and the Interchange. The Authority shall have a period of fifteen (15) days from receipt of the designs for those portions of the Connecting Facilities that impact E-470 to provide comment for incorporation into the specific designs.

C. The City agrees that it will assume or otherwise ensure, at its sole cost and expense, all maintenance of the Connecting Facilities.

8. COMPLETION OF IMPROVEMENTS; OWNERSHIP AND MAINTENANCE.

A. The Parties will enter into Maintenance IGA(s) that more specifically outline the Parties' respective Interchange maintenance obligations as follows: (1) the Authority's responsibility to carry out the Authority Maintenance Obligations (including the Authority's infrastructure ownership); (2) the City's ownership and maintenance of traffic signalization devices, lighting and signage not otherwise owned by the Authority, and related equipment for the Interchange not otherwise owned by the Authority; (3) the City's ownership and maintenance of (a) the two inch (2") pavement surface and any pedestrian facilities on the deck of the Bridge (including responsibility for snow removal thereon), and (b) any enhanced aesthetic features of the Bridge; and (4) the City's ownership and maintenance of all Connecting Facilities.

B. The Parties understand and acknowledge the public safety need to delineate maintenance responsibilities for the Interchange as set forth in Section 8(A) prior to the Authority granting final acceptance therefor and the Interchange opening to the public. The Parties therefore agree to negotiate the Maintenance IGA(s) upon completion of the Final Interchange Design and execute the same no later than the Authority's award of the Construction Contract, which shall be a condition to the Authority's execution of the Construction Contract.

C. Nothing herein shall be construed as granting any of the Parties or any other entities any rights in property the Parties' respectively own or have any real property interests in, including, but not limited to property that is within or adjacent to the Interchange, except as otherwise granted herein.

D. To the extent not already owned by the County, the real property underlying the relocated Adams County Trail will be conveyed to the County as the owner and operator of the Adams County Trail. The County will continue to maintain the Adams County Trail in accordance with such standards as the County adopts for similar recreational trails in the County's trail system.

9. **INSURANCE.** The Authority shall require that contractor(s) performing work for the Interchange obtain and maintain insurance in customary industry amounts satisfactory to the Authority. City and County shall be named as additional insureds on said policy(ies). Contractor(s) shall indemnify City and County for any claims made by third parties against City and/or County as a result of the negligent acts or omissions of contractor, its employees, agents, or subcontractors. The foregoing insurance and indemnification requirements shall be set forth in any agreements between the Authority and contractor(s) performing work on the Interchange.

10. **CHARACTER OF CITY & COUNTY ROLES.** The City and County shall not be liable to the Authority for any claims, demands, losses, damages, expenses, injuries, or liabilities arising from the death or injury of any person or persons, including any claims of the Authority or other funding entities, or from any damage to or destruction of property caused by the negligent acts or omissions of the Authority, its employees, agents, or contractors pursuant to this Agreement including but not limited to the Authority's planning, design, and construction of the Interchange. This provision does not in any way exculpate the City or County, respectively, from claims, demands, losses, damages, expenses, injuries, liability, or damage or destruction of property caused by the negligent act or omission of the City or County, their employees or agents, pursuant to this Agreement.

11. **BREACH AND ENFORCEMENT.** It is specifically understood that, by executing this Agreement, each Party commits itself to perform pursuant to the terms and conditions contained herein and that the failure of any Party to fulfill any obligation set forth herein shall constitute a breach of this Agreement. The Parties agree that this Agreement may be enforced in law or in equity for specific performance, injunctive, or other appropriate relief, as may be available according to the laws and statutes of the State of Colorado.

12. **TERM OF AGREEMENT AND TERMINATION.** This Agreement shall be effective as of the Effective Date identified above and shall terminate upon the final completion of the Interchange and payment by the City and County of the Final Contribution in accordance with Section 6(C)(iii).

13. **MISCELLANEOUS.**

A. **Assignment.** None of the Parties hereto may assign this Agreement or parts hereof or its rights hereunder without the express written consent of the other Parties. Any attempt to assign this Agreement in the absence of such written consent shall be null and void *ab initio*.

B. **Time is of the Essence.** The Parties acknowledge that time is of the essence in the performance of this Agreement.

C. **No Partnership or Agency.** Notwithstanding any language in this Agreement or any representation or warranty to the contrary, the Parties shall not be deemed or constitute partners, joint venture participants, or agents of the other. Any actions taken by the Parties pursuant to this Agreement shall be deemed actions as an independent contractor of the others.

D. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Parties. It is the express intention of the Parties that any person or entity other than the Parties shall be deemed to be only an incidental beneficiary under this Agreement.

E. Governmental Immunity. Nothing in this Agreement or in any actions taken by the Parties or their respective elected officials, directors, officers, agents, and employees pursuant to this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S.

F. No Personal Liability. No elected official, director, officer, agent, or employee of the Parties shall be charged personally or held contractually liable under any term or provision of this Agreement, or because of any breach thereof or because of its or their execution, approval, or attempted execution of this Agreement.

G. Annual Appropriations. The Parties are political subdivisions of the State of Colorado and, as such, any and all financial obligations described hereunder are subject to annual budget and appropriations requirements of applicable law.

H. Notices. Any notices or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to any Party hereto, by another Party shall be in writing and shall be deemed duly served, given, or delivered when:

- (a) personally delivered to the Party to whom it is addressed;
- (b) sent by electronic mail to the individual designated to receive notice at the e-mail address below, provided that (1) the message includes a cross-reference to this Section of the Agreement and states that it serves as notice pursuant to this Agreement, and (2) notice is also provided in a timely manner by another method of physical delivery provided for in this Section;
- (c) sent by United States certified mail, postage prepaid, return receipt requested (“US Mail”); or
- (d) placed in the custody of a nationally recognized overnight carrier for next day delivery (“Carrier”).

Such notice will be deemed given (i) when received, if delivered personally; (ii) if sent by electronic mail and physical delivery in accordance with (b) above, when the sender receives a “delivery receipt” or other response confirming delivery of such electronic mail; (iii) 4 days after deposit, if sent by US Mail; or (iv) the next business day after deposited with a Carrier during business hours on a business day.

All notices shall be delivered to the following addresses, or such other address as is provided by one party to the other in accordance with this Section:

If to the City:

City of Brighton
Attn: City Manager
500 S. 4th Avenue
Brighton, CO 80601

With a copy to:
City of Brighton
Attn: City Attorney
500 S. 4th Avenue
Brighton, CO 80601

If to the County:

Adams County Manager
4430 S. Adams County Parkway
Brighton, CO 80601

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

If to the Authority:

E-470 Public Highway Authority
Attention: Executive Director
Administrative Headquarters Facility
22470 E. 6th Parkway
Aurora, CO 80018
bmemory@e-470.com

With a copy to:
E-470 Public Highway Authority
c/o Icenogle Seaver Pogue
Attn: Tamara Seaver
4725 South Monaco Street, Suite 360
Denver, CO 80237
tseaver@isp-law.com

A Party may change its address for the purpose of this Section by giving written notice of such change to the other Parties in the manner provided in this Section.

I. Rules of Construction. For purposes of this Agreement, except as otherwise expressly provided or unless the context clearly requires otherwise (i) the terms defined herein include the plural as well as the singular and include any words based upon the root

of such defined terms; (ii) words importing gender include all genders; (iii) the words “include,” “includes,” and “including” mean inclusion without limitation; (iv) the word “or” is not exclusive; (v) the words “herein,” “hereof,” and “hereunder,” and other words of similar import, refer to this Agreement as a whole and not to any particular Section or other subdivision; and (vi) the headings in the Agreement are for convenience only and shall not affect the interpretation of this Agreement. Unless the context otherwise requires, reference herein to: (A) Sections and orders refer to the Sections of this Agreement and orders made pursuant to this Agreement, as applicable; (B) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (C) a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulation promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

J. Choice of Law. This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, shall be governed by, and enforced in accordance with, the substantive and procedural laws of the State of Colorado, including its statutes of limitations, without giving effect to any choice of law or conflict of laws rules or provisions (whether of the State of Colorado or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Colorado.

K. Venue and Jurisdiction. Each party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against any other party in any way arising from or relating to this Agreement and all contemplated transactions, in any forum other than the District Court in and for Adams County, Colorado, which forum shall have sole and exclusive jurisdiction over any matters related to this Agreement.

L. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

M. Binding Contract. This Agreement shall inure to and be binding on the successors and permitted assigns of the Parties.

N. Contract Modification. This Agreement may not be amended, altered, or otherwise changed except by a written agreement signed by authorized representatives of the Parties.

O. Severability. If any term or provision of this Agreement is determined by the District Court in and for Adams County, Colorado or any appellate court with competent jurisdiction to be invalid, illegal, or unenforceable under the laws governing this Agreement,

such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement; provided, however, that if any term or provision of this Agreement which is material to allowing the parties to achieve the benefit of the bargain originally negotiated between the parties is determined by the District Court in and for Adams County, Colorado or any appellate court with competent jurisdiction to be invalid, illegal, or unenforceable, the remainder of this Agreement shall be unenforceable.

P. Covenant of Good Faith and Fair Dealing. The Parties agree to act in good faith in dealing with one another, carrying out their responsibilities, and performing their obligations pursuant to this Agreement. Each Party hereby covenants to the other that it shall not undermine the rights or obligations of the other Party hereto with respect to the Agreement, and it will cooperate with the other in achieving the purposes of this Agreement.

Q. Counterpart Execution. This Agreement may be executed in multiple counterparts; all counterparts so executed shall constitute one agreement binding upon all Parties, notwithstanding that all Parties are not signatories to the original or the same counterpart. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

[remainder of page intentionally left blank]

CITY OF BRIGHTON, COLORADO

/s/ _____

By: _____

Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by _____ as _____ of the City of Brighton, Colorado.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

APPROVED AS TO FORM:

_____, _____

ADAMS COUNTY, COLORADO

/s/ _____

By: _____

Title: _____

STATE OF COLORADO)
)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by _____ as _____ of Adams County, Colorado.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

APPROVED AS TO FORM:

_____, _____

**EXHIBIT A
INTERCHANGE**

TRADITIONAL DIAMOND INTERCHANGE

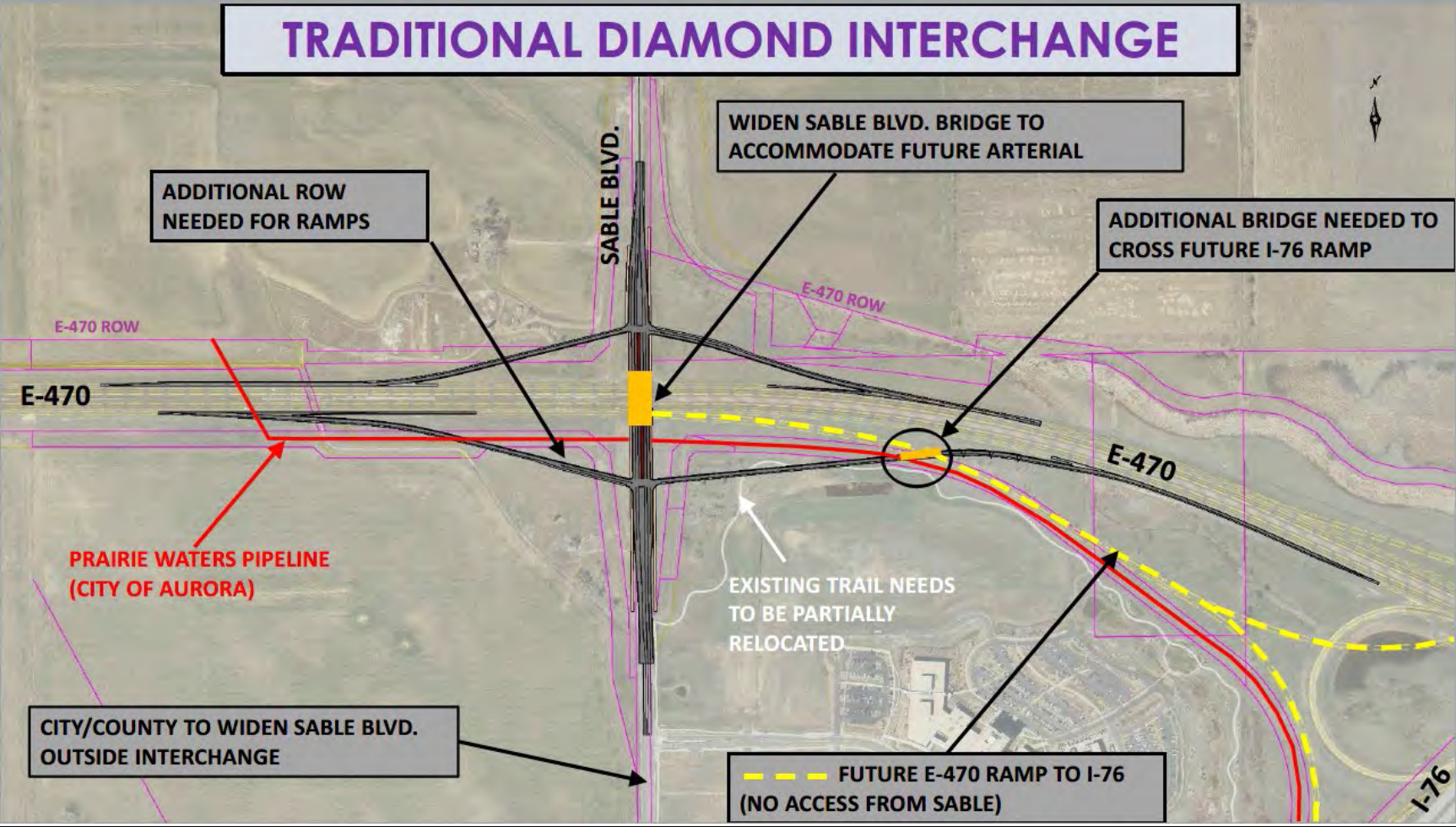


EXHIBIT B
E-470/SABLE BOULEVARD INTERCHANGE ESTIMATE (DEC. 2020)

1. Design Consultant	\$1,700,000
2. Property Acquisition	\$2,200,000
3. Construction	\$22,500,000
4. Construction Management	\$1,600,000
5. <u>Contingency</u>	<u>\$5,000,000</u>
TOTAL =	\$33,000,000

ORDER TERMINATING A DECLARATION OF A DISASTER
IN AND FOR ADAMS COUNTY, COLORADO

WHEREAS, the Colorado Disaster Emergency Act, Colorado Revised Statutes (C.R.S.) § 24-33.5-701, *et seq.*, provides procedures for statewide and local prevention of, preparation for, response to, and recovery from disasters; and,

WHEREAS, pursuant to C.R.S. § 24-33.5-709, a local disaster may be declared “only by the principal executive officer of a political subdivision;” and,

WHEREAS, pursuant to §§ 30-10-307 and 308, C.R.S., as amended, the chair of the Board of County Commissioners (BoCC) is the principal executive officer of Adams County and, in the absence of the chair, the vice-chair is statutorily authorized to act as the principal executive officer; and,

WHEREAS, pursuant to C.R.S. § 24-33.5-709(1), any order declaring, continuing, or terminating a local disaster “shall be given prompt and general publicity and shall be filed promptly with the county clerk and recorder;” and,

WHEREAS, pursuant to the Adams County Disaster Policies, the County Manager may continue or renew the declared disaster for a period in excess of seven days upon submission of the request and the approval of the BoCC. (C.R.S. § 24-33.5-709); and,

WHEREAS, pursuant to C.R.S. § 24-33.5-709(2), the effect of declaring a local disaster “is to activate the response and recovery aspects of any and all applicable local and interjurisdictional disaster emergency plans and to authorize the furnishing of aid and assistance under such plans”; and by declaring a local disaster, the Adams County Disaster Policies are in effect; and,

WHEREAS, because of the coronavirus (COVID19) pandemic which occurred or began to occur on March 5, 2020, the Chair of the Adams County BoCC declared a disaster in Adams County, Colorado beginning March 11, 2020 and ending March 18, 2020, unless further extended by the consent of the BoCC; and,

WHEREAS, on March 13, 2020 the Governor of the State of Colorado declared that Colorado was in a state of emergency over the coronavirus and the President of the United States declared a national emergency concerning the coronavirus; and,

WHEREAS, on March 18, 2020, March 25, 2020, April 15, 2020, and May 6, 2020 the Adams County Manager, with the consent of the BoCC, continued the disaster emergency in the County of Adams, State of Colorado, with the May 6, 2020 Order remaining effective until such time as it is officially concluded by or with the consent of the BoCC; and,

WHEREAS, the national emergency concerning the coronavirus has been repeatedly continued and remains active, however the Governor of the State of Colorado previously rescinded the statewide disaster declaration and has been focusing coronavirus related Executive Orders on

recovery efforts; and,

WHEREAS, the BoCC has determined that Adams County, Colorado is currently in the recovery stage of the coronavirus pandemic and that an active disaster declaration is no longer necessary.

NOW , THEREFORE , IT IS HEREBY ORDERED , by the Board of County Commissioners of Adams County, Colorado, that the disaster emergency in the County of Adams, State of Colorado declared by the Chair of the Board of County Commissioners on March 11, 2020 , and continued by the County Manager on March 18, 2020, March 25, 2020, April 15, 2020, and May 6, 2020 is hereby officially terminated.

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Chair

Date

ATTEST:
JOSH ZYGIELBAUM
CLERK AND RECORDER

Approved as to form:

Deputy Clerk



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: August 2, 2022
SUBJECT: Project Funding Agreement for Globeville Improvements
FROM: Jenni Hall, Director
AGENCY/DEPARTMENT: Community and Economic Development
HEARD AT STUDY SESSION ON: July 26, 2022
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the Agreement as presented and authorizes the Chair to execute it on behalf of the County.

BACKGROUND:

The Globeville Commercial Urban Redevelopment Plan was adopted in 2011 for the purpose of remediating and preparing the 77+ acre site, formerly known as the ASARCO Globe Plant Site, for redevelopment. This occurred under C.R.S. §31-25-112.5 of the Urban Renewal Act, which describes cooperation between cities, counties, and urban renewal authorities, and a Cooperation Agreement was executed in May 2011 for this purpose. The “Initial Project” is now defined as completed, and subsequent projects have been proposed as contemplated in the Redevelopment Plan.

C.R.S. §29-1-201 authorizes the three parties to enter into Intergovernmental Agreements (IGAs) regarding reimbursement from increment revenues and to set forth the process by which projects may be considered. An Intergovernmental Agreement, dated February 19, 2020, was executed to identify activities beyond the initial project and actions to be taken by the parties. The proposed Project Funding Agreement addresses four projects that address vehicular, pedestrian, and bicycle mobility, along with wayfinding signage.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Budget & Finance
County Attorney’s Office
Public Works
City & County of Denver
Denver Urban Renewal Authority

ATTACHED DOCUMENTS:

Resolution
Project Funding Agreement

FISCAL IMPACT:

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

Fund: 13
Cost Center: 13

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

Funding is limited to Tax Increment Revenues under the provisions of Urban Renewal Law. Any additional project funding must be submitted, reviewed, and approved pursuant to standard Adams County budgeting processes.

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING THE PROJECT FUNDING AGREEMENT FOR GLOBEVILLE
IMPROVEMENTS BETWEEN ADAMS COUNTY, THE CITY AND COUNTY OF
DENVER, AND THE DENVER URBAN RENEWAL AUTHORITY

Resolution 2022-

WHEREAS, the Denver City Council (the “City”) approved by ordinance and the Board of County Commissioners of Adams County (the “County”) approved by resolution an urban redevelopment plan known as the Globeville Commercial Urban Redevelopment Plan (the “Urban Redevelopment Plan”), in accordance with Section 31-25-112.5 of the Urban Renewal Act (the “Act”); and,

WHEREAS, the City, County, and the Denver Urban Renewal Authority (“DURA”) entered into an Amended and Restated Globeville Commercial Urban Redevelopment Agreement dated May 26, 2021; and,

WHEREAS, in accordance with that Agreement, the parties now wish to make revenues from the tax increment approved in the Urban Redevelopment Plan available for projects that will further the Urban Redevelopment Plan as more specifically described in the attached Project Funding Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Project Funding Agreement for Globeville Improvements between the County, the City and County of Denver, and the Denver Urban Renewal Authority, be approved.

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

**PROJECT FUNDING AGREEMENT FOR
GLOBEVILLE IMPROVEMENTS**

AMONG

**ADAMS COUNTY, COLORADO
CITY AND COUNTY OF DENVER, COLORADO**

AND

DENVER URBAN RENEWAL AUTHORITY

Dated as of _____, 2022

THIS PROJECT FUNDING AGREEMENT FOR GLOBEVILLE IMPROVEMENTS, dated as of the Effective Date (defined below) (this "Agreement") is made by and among ADAMS COUNTY, COLORADO (the "County"), the CITY AND COUNTY OF DENVER, COLORADO (the "City"), a home-rule city and municipal corporation of the State of Colorado, and the DENVER URBAN RENEWAL AUTHORITY ("DURA"), a body corporate duly organized and existing as an urban renewal authority under the laws of the State of Colorado, each a "Party" and collectively, the "Parties."

W I T N E S S E T H:

WHEREAS, the City is a home-rule city and municipal corporation duly organized and existing under and pursuant to Article XX, of the Colorado Constitution and the Charter of the City; and

WHEREAS, the County is a county of the State of Colorado; and

WHEREAS, DURA is a body corporate and has been duly created, organized, established and authorized to transact business and exercise its powers as an urban renewal authority within the City, all under and pursuant to the Colorado Urban Renewal Law, constituting Sections 31-25-101, *et seq.*, C.R.S., as amended (the "Act"); and

WHEREAS, the Act, Section 18, Article VIX of the Colorado Constitution and the City Charter authorize the City, the County and DURA to enter into cooperative agreements, such as this Agreement; and

WHEREAS, pursuant to Section 31-25-112.5 of the Act, the County and the City are authorized to cooperate with DURA for the development of the area located adjacent to the City; and

WHEREAS, the Denver City Council ("City Council") approved by ordinance (the "Ordinance") and the Board of County Commissioners of Adams County (the "Board of County Commissioners") approved by resolution (the "Resolution") an urban redevelopment plan known as the Globeville Commercial Urban Redevelopment Plan (as it may be amended or restated from time to time, the "Urban Redevelopment Plan"), in accordance with Section 31-25-112.5 of the Act which created the Globeville Commercial Urban Redevelopment Area (the "Urban Redevelopment Area") ; and

WHEREAS, the City, the County and DURA entered into the Amended and Restated Globeville Commercial Urban Redevelopment Area Cooperation Agreement dated as of May 26, 2021 (as it may be amended or restated from time to time, the "Cooperation Agreement"); and

WHEREAS, the Parties wish to make revenues from the tax increment approved in the Urban Redevelopment Plan available for projects that will further the Urban Redevelopment Plan; and

WHEREAS, the projects to further the Urban Redevelopment Plan include projects to be proposed by the City, agreed to by the County and approved by DURA pursuant to this Agreement (the "City Projects"), which include: (1) roadway reconstruction of 54th Avenue from

Washington Street to Franklin Street; (2) multi-use pedestrian and bicycle improvements to 51st Avenue between the South Platte Trail and Washington Street; (3) intersection improvements at the intersection of 51st Avenue and Washington Street; and (4) wayfinding along Washington Street between I-70 Interchange and 58th Avenue; and

WHEREAS, the City is willing to advance funds for certain costs related to the City Projects in and near the Urban Redevelopment Area, and once approved by DURA to be reimbursed in whole or in part, for eligible costs, by DURA from tax increment revenues which are available to DURA as provided in the Cooperation Agreement as limited and modified by various other agreements entered into by DURA; and

WHEREAS, DURA agrees to make available for the approved City Projects, amounts from tax increment revenues as described above.

AGREEMENT

NOW, THEREFORE, in consideration of the premises herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. DEFINITIONS

The defined terms set forth in the recitals or elsewhere in this Agreement, shall have the meaning set forth therein whenever used in this Agreement. Capitalized terms used in this Agreement that are not defined herein shall have the meaning set forth in the Cooperation Agreement. The following terms shall have the following meanings:

"Available Tax Increment" means City Property Tax Increment, City Sales Tax Increment, County Property Tax Increment and County Sales Tax Increment (each as defined in the Cooperation Agreement) as limited by and subject to the terms of the Taxing Authority Agreements.

"City Project" or "City Projects" means projects to be proposed by the City and as agreed to by the County, consisting of: (1) roadway reconstruction of 54th Avenue from Washington Street to Franklin Street; (2) multi-use pedestrian and bicycle improvements to 51st Avenue between the South Platte Trail and Washington Street; (3) intersection improvements at the intersection of 51st Avenue and Washington Street; and (4) wayfinding along Washington Street between I-70 Interchange and 58th Avenue; and approved pursuant to the process described in Section 3 below.

"City Project Contract" means an agreement by and between the City and an outside party or contractor for work on a City Project.

"City Project Costs" means the commercially reasonable costs and expenses actually incurred by City pursuant to a City Project Contract and reflected on an Expenditure Certification, including any design and planning costs for a City Project; any costs related to the acquisition of real property, easements, licenses or permits necessary for the implementation of the City Project; any project management costs of the City Projects as a whole; any change

orders to a City Project Contract as may be reflected on the Expenditure Certification from time-to-time; and any other documented and capitalizable costs of a City Project, to be reimbursed to the City by DURA from Available Tax Increment.

“Cross-Jurisdictional City Project” means a City Project located in whole or in part within the County’s jurisdiction.

"Expenditure Certification" means the certificate the City delivers to DURA in the form attached hereto as **Exhibit 1**, and relating to City Project Costs incurred by City for construction and delivery of a City Project.

"Taxing Authority Agreements" means (1) the letter agreement between DURA and Urban Drainage and Flood Control District dated January 21, 2021; (2) the Intergovernmental Agreement between DURA and Rangeview Library District dated June 15, 2021; (3) the Intergovernmental Agreement for Property Tax Increment Sharing between DURA and Adams County Fire Protection District dated May 26, 2021; (4) the Intergovernmental Agreement between DURA and Mapleton Public Schools dated May 26, 2021; and (5) the Intergovernmental Agreement between DURA and School District No. 1 in the City and County of Denver dated May 26, 2021, as each may be amended from time to time.

"Termination Date" has the meaning set forth in Section 2.3 hereof.

Section 2. IMPLEMENTATION AND FUNDING OF CITY PROJECTS

Section 2.1 Implementation and Delivery of the City Projects.

(a) The Parties acknowledge that the City Project Costs incurred in connection with the City Projects cannot be currently determined but are anticipated to be in accordance with **Schedule 1**¹, as described below:

City Project	Projected City Project Costs	10% Allowed Contingency	Proposed Budget Maximum
54 th Avenue Improvements	\$ 9,950,000	\$ 995,000	\$10,945,000
51 st Avenue Multi-use Improvements	1,700,000	170,000	1,870,000
51 st Avenue & Washington Intersection Right of Way	4,500,000	450,000	4,950,000
Wayfinding	500,000	50,000	550,000
Total	\$16,650,000	\$1,665,000	\$18,315,000

¹ Note: Construction Employment Opportunities (CEO) fees as described in Section 2.6(b) are not reflected in these amounts and will be paid to DURA from Available Tax Increment upon the approval by DURA of City Project(s) pursuant to Section 3.3

The City shall have the right, in its sole discretion, not to make any expenditures on a specific City Project. As the aggregate City Project Costs cannot be determined, DURA's reimbursement obligation shall be limited as set forth in Section 2.3.

(b) The City agrees to complete the design for, and undertake the construction of, or implementation of and take all other actions necessary to implement the City Projects and to pursue the same with appropriate care and diligence or to cause its contracting parties to do the same. All activities by the City or its contracting parties, including design and construction and other implementation activities with respect to the City Projects shall be undertaken and completed in accordance with all applicable laws and regulations, including but not limited to the Urban Redevelopment Plan, as it may be amended, the Cooperation Agreement, the Taxing Authority Agreements, other related agreements and this Agreement. DURA shall have no responsibility to undertake any design, implementation or construction with respect to any City Project.

Section 2.2 Payment Procedures for City Project Costs. In connection with all payments of City Project Costs, the City shall deliver to DURA an Expenditure Certification signed by an authorized representative of City, provided that such Expenditure Certifications shall be delivered no more frequently than once per month for so long as any City Projects remain outstanding. DURA shall review each Expenditure Certification promptly upon receipt and notify the City of any issues concerning the applicable Expenditure Certification within ten (10) business days of its receipt. If DURA does not notify the City of any such issues within ten (10) business days of receipt of the Expenditure Certification, the Expenditure Certification shall be deemed approved for payment by DURA. DURA's approval of any Expenditure Certification shall be made upon the form of Certification of Costs set forth in **Exhibit 2** of this Agreement ("Certification of Costs"). All payments made to the City hereunder shall be used solely for payment of City Project Costs. The City agrees to provide, at the time it submits each Expenditure Certification, an update on the status of the City Project, including information regarding its compliance with the requirements of Section 2.7 hereof, its budget, and if the current budget to complete exceeds, is within, or is below the budget for the City Project as approved by DURA pursuant to Section 3.3 hereof. DURA's reimbursement obligations under this Agreement shall be limited to the Available Tax Increment.

Section 2.3 Reimbursement by DURA to the City for City Project Costs. As more fully set forth in the Cooperation Agreement and the Taxing Authority Agreements, DURA shall reimburse the City only from Available Tax Increment. DURA shall authorize such reimbursement concurrently with approving any Expenditure Certification under Section 2.2 utilizing the Certification of Costs. DURA's obligation to reimburse the City shall cease on May 8, 2036 (the "Termination Date"). To the extent that the cost of a City Project exceeds the amount of Available Tax Increment available for such City Project, the additional costs shall be paid in accordance with the provisions of Section 2.7, below.

Section 2.4 Priority Fee. Commencing upon the approval of this Agreement by all Parties, and continuing each year thereafter until the Termination Date, DURA will charge an annual priority administrative fee in the amount equal to the greater of (i) \$160,000 or (ii) one percent (1%) of all approved City Project Budgets (as calculated, the "Priority Fee"). DURA shall deduct the Priority Fee each year prior to any payment to the City during that particular

year. In addition, DURA shall deduct from the Available Tax Increment, all out-of-pocket expenses (including reasonable attorneys' fees and reasonable expenses incurred by DURA for other necessary consultants) incurred by DURA in connection with the City Projects or this Agreement. The Priority Fee and reimbursement for out-of-pocket expenses shall be first and prior in right and payment to any reimbursements to the City and shall not be subordinated in any manner to any right or claim of the City or the County.

Section 2.5 Access by the City, the County and DURA.

(a) To the extent the City or the County has rights, respectively, the City or the County hereby grants to DURA authority to enter any location where a City Project is being implemented for the purpose of carrying out or determining compliance with the Urban Redevelopment Plan, this Agreement, the Cooperation Agreement, and any other agreements related to the City Project; provided that, except in the event of an emergency, DURA shall provide reasonable advance notice to the City or the County, respectively and as applicable, of their intention to so inspect.

(b) To the extent the City has rights, the City hereby grants to the County authority to enter any location where a City Project is being implemented for the purpose of determining compliance with the Urban Redevelopment Plan, this Agreement, the Cooperation Agreement, and any other agreements related to the City Project; provided that, except in the event of an emergency, the County shall provide reasonable advance notice to the City of their intention to so inspect.

(c) To the extent the County has rights, the County hereby grants to the City authority to enter any location where a City Project is being implemented for the purpose of carrying out City Projects, including the design, construction and implementation of the City Projects, or determining compliance with the Urban Redevelopment Plan, this Agreement, the Cooperation Agreement, and any other agreements related to the City Project; provided that, except in the event of an emergency, the City shall provide reasonable advance notice to the County of their intention to so inspect.

Section 2.6 Compliance with Certain DURA Contracting Policies.

(a) *Project Art.* Compliance with the City's Public Art Ordinance (Sections 20-85, *et seq.*, D.R.M.C., as amended) shall be deemed to satisfy the obligation to comply with DURA's Project Art Policy. To the extent that any City Projects include funding from City and/or County sources aside from the Available Tax Increment, such additional funding shall be included in the calculation of City Project Costs for purposes of compliance with the City's Public Art Ordinance.

(b) *Construction Employment Opportunities Program.* The City agrees that, with respect to the City Projects, it shall comply with DURA's Construction Employment Opportunities Program, a copy of which is attached as **Exhibit 3** (the "CEO Program"). DURA and the City agree that the amount of funding that must be provided for construction employment opportunities under the policy in connection with all the City Projects is one percent

(1%) of the total funding approved by DURA for the City Projects and the corresponding amount for each City Project shall be deducted from Available Tax Increment upon approval of the City Project by DURA pursuant to Section 3.3.

(c) *First Source Program.* With respect to any City Project, DURA and the City shall carry out the DURA First Source Hiring Program designed to provide employment opportunities to City residents (the "First Source Hiring Program"), a copy of which is attached as **Exhibit 4**, and, for Cross-Jurisdictional City Projects, DURA and the City shall work with the Adams County Workforce Business Center, or its successor, to carry out the First Source Hiring Program to provide employment opportunities to County residents, as applicable. The First Source Hiring Program includes, among other things, recruitment, training, and similar activities, in conjunction with the City Projects and, if applicable Cross-Jurisdictional City Projects, in furtherance of the Urban Redevelopment Plan. The City shall designate a job placement coordinator who shall be responsible for implementing the First Source Hiring Program and coordinating with the County and DURA regarding the City's and the County's respective efforts in connection therewith. In addition, the City may apply any City workforce development programs, such as WorkNOW or any successor programs or City ordinances, for City residents, as applicable, to the City Projects, and the County may apply any County workforce development programs for County residents, as applicable, to the Cross-Jurisdictional City Projects. The City and the County shall coordinate and cooperate in good faith to implement any respective and applicable workforce development programs for Cross-Jurisdictional City Projects in accordance with the then-applicable and respective City and County workforce development policies, procedures and ordinances. The City and the County shall be responsible for the costs of administering the First Source Hiring Program and shall not submit expenses and costs as a City Project Cost.

(d) *Small Business Enterprises Utilization Program.* The City shall implement and utilize the small business enterprises program set forth in Sections 28-201, *et seq.*, D.R.M.C., as the same may be amended from time to time, unless the City, with DURA's approval, consents to the use of another governmental agency's policy regarding small business enterprise utilization if such other governmental agency is completing the construction-related work subject to such a small business enterprise utilization program.

(e) *Prevailing Wage Program.* The City shall implement and utilize the City's prevailing wage program set forth in Sections 20-76, *et seq.*, D.R.M.C., as the same may be amended from time to time.

Section 2.7 Cost Overruns.

(a) In the event that the City Project Costs associated with any particular City Project exceeds the Available Tax Increment related to that City Project, for any reason whatsoever (as identified, "Cost Overruns"), but excluding any Upgrade addressed in Section 2.7(c) below, the City and the County shall each share equally in paying for the Cost Overruns. Upon request by the City, and upon the City providing documentation as to the cause for the Cost Overruns, the County shall pay to the City its equal share of the Cost Overruns from time-to-time as they have been incurred or as they are projected to be incurred.

(b) The City and the County shall cooperate in good faith, but neither legally binds itself by this Agreement, to appropriate and make available their proportionate share of the funds needed for any Cost Overruns that exceed the Available Tax Increment. If funds are not made available as needed to cover said Cost Overruns, for whatever reason whatsoever, by either the City or the County, then the City reserves the right, at the City's sole discretion, to suspend performance of the City Project subject to such Cost Overruns unless and until such funds are made available. Notwithstanding the foregoing, the City and the County shall cooperate in good faith to develop a joint plan to address all potential and realized Cost Overruns (as developed and amended from time to time, a "Joint Plan"). A Joint Plan may include elements, without limitation, that: 1) provide for changes to aspects of the City Project to avoid or reduce City Project Costs and expected Cost Overruns; and/or 2) provide for the contribution of additional funding from the City and the County. Notwithstanding the foregoing, nothing contained herein shall constitute a legally binding obligation or commitment from either the City or the County to fund any amount in excess of the Available Tax Increment with respect to any particular City Project.

(c) If either the City or the County (for purposes of this Section 2.7(c), an "Upgrade Requesting Party") should desire to have additional improvements not identified in the original scope, as described in **Exhibit 6**, of any City Project to be included in the design and made a part of a City Project and, if the cost of the revised design and these additional improvements should cause such City Project to exceed the Available Tax Increment available for such City Project (an "Upgrade"), then the Upgrading Requesting Party desiring the Upgrade shall be responsible for obtaining the prior approval of the non-Upgrade Requesting Party for the Upgrade. If the non-Upgrade Requesting Party agrees to the proposed Upgrade but does not agree to share in the costs of the proposed Upgrade, then the Upgrade Requesting Party shall be solely responsible for paying all costs associated with the Upgrade. The City shall have no obligation to prepare designs based on an Upgrade or undertake construction of any Upgrade until all funds for such Upgrade are delivered to and/or appropriated by, as applicable, the City.

Section 3. **APPROVAL OF CITY PROJECTS**

Section 3.1 City Projects. The Available Tax Increment is to be allocated for City Projects. The City Projects and the projected amount of City Project Costs are as set forth on Schedule 1 described in Section 2.1(a). If the proposed budget for a City Project, including a 10% contingency, is not more than 10% greater than the amount set forth on Schedule 1 under the Proposed Budget Maximum, the City may submit the City Project Information Packet to DURA pursuant to Section 3.3 without any further County approval. If the City desires to revise the Proposed Budget Maximum (as shown on Schedule 1) to an amount more than 10% greater than the corresponding amount set forth in Schedule 1 for the City Project, the City shall obtain the County's consent prior to submitting the City Information Packet to DURA pursuant to Section 3.3.

Section 3.2 Review and Approval of City Project(s) by the County. The City shall obtain approval of the design of City Projects located in whole or in part within the County's jurisdiction ("Cross-Jurisdictional City Projects"), by the review and approval steps outlined below:

(a) The City shall submit design plans for the Cross-Jurisdictional City Projects to the County through the following notice procedures:

(i) Design plans for the Cross-Jurisdictional City Projects shall be submitted to the County throughout the review phase. At a minimum, the City shall submit plans to the County at thirty percent (30%), sixty percent (60%), and ninety (90%) completion into the design phase for the County's review.

(ii) In order to proceed with construction of a Cross-Jurisdictional City Project, the City shall receive prior written approval of the plans for the Cross-Jurisdictional City Project from the County.

(iii) Within thirty (30) days after receipt of the plans for Cross-Jurisdictional City Projects at each of the design phases set forth in this Section 3.2, the County shall provide written approval or disapproval to the City; if written disapproval is provided by the County, then the County shall also include comments to enable the City to expeditiously prepare and resubmit revised plans for eventual County plan approval. Written approval from the County of the sixty percent (60%) plans and estimated construction costs shall be required prior to proceeding on a Cross-Jurisdictional City Project.

(b) The City and the County shall coordinate with one another, as periodically as may be reasonably necessary under the circumstances, in good faith to review and approve all design, construction, warranty and approval/dedication phases of Cross-Jurisdictional City Projects. For the purposes of the foregoing as well as the remainder of this Section 3.2, such coordination may include, without limitation, attendance and/or participation in Cross-Jurisdictional City Project management meetings, collaboration to ensure appropriate design and construction milestones are satisfied, and satisfactory management of any applicable County inspection/dedication/approval processes to ensure that all applicable Cross-Jurisdictional City Project improvements that are located within the County's jurisdiction are designed and constructed in accordance with applicable County standards and specifications.

Section 3.3 Approval of City Project(s) by DURA. In order for a City Project to be eligible for reimbursement of its City Project Costs from the Available Tax Increment, the City must receive approval of such City Project and its applicable City Project Cost by DURA pursuant to the following procedure.

(a) The City will submit to DURA the information required in the City Project Information Packet attached as **Exhibit 5** and any other information DURA deems to be necessary to review and approve the proposed project. If required pursuant to Section 3.1, the City shall only submit to DURA the information required in the City Project Information Pack described in this Section 3.3(a) after the County provides its consent to such submission.

(b) DURA staff will review the City Project Information Packet and will recommend to its Board of Commissioners approval or denial of the proposed City Project. DURA staff may recommend denial of the proposed City Project if DURA staff finds, in its reasonable discretion, that there is not enough projected Available Tax Increment to pay the

applicable costs of the proposed City Project or if the proposed City Project does not contain costs eligible to be reimbursed by the Available Tax Increment.

(c) The Board of Commissioners of DURA shall approve or deny such proposed City Project and its budget ("City Project Budget") at the Board of Commissioners meeting following the receipt of the recommendation of its staff.

Section 3.4 Modifications to City Project Budget. Prior to approval by the DURA Board of Commissioners, the City may, without further DURA or County approval, increase or decrease a City Project Budget by up to ten percent (10%) of the Proposed Budget Maximum set forth on Schedule 1 described in Section 2.1(a). A Proposed Budget Maximum for a City Project Budget increase or decrease of greater than ten percent (10%) shall require approval of the DURA Board of Commissioners. In addition, the City may, without further DURA or County approval, increase or decrease a line item contained within a previously-approved City Project Budget by up to fifteen percent (15%) provided that there is no change to the Proposed Budget Maximum. A change to a line item within such previously-approved City Project Budget of greater than fifteen percent (15%) requires the prior approval of DURA staff before it may become effective. Modifications to a City Project Budget as described pursuant to this Section 3.4 may be submitted by the City's Manager of Finance, or the Manager of Finance's designee, to DURA.

Section 3.5 Modifications to Scope of City Project. Changes to the scope of a City Project shall be submitted by the City, after obtaining County approval, to DURA for approval by the DURA Board of Commissioners.

Section 4. **GENERAL COVENANTS**

Section 4.1 Insurance.

(a) If a City Project requires construction, within ten (10) days after the commencement of the construction of a City Project and until completion of construction the City shall provide DURA with certificates of insurance from the City's contractor(s) as follows:

(i) Commercial general liability insurance with XC&U exclusions deleted (including completed operations, operations of subcontractors, blanket contractual liability insurance, owned, non-owned and hired motor vehicle liability, personal injury liability) with limits against bodily injury and property damage of not less than \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate; and

(ii) Worker's compensation insurance, with statutory coverage.

(b) The policies of insurance required under subsection (a) above, shall be reasonably satisfactory to DURA, shall, for commercial general liability, list DURA and the County as an additional insured, shall be placed with financially sound and reputable insurers licensed to transact business in the State of Colorado, and shall require the insurer to give at least thirty (30) days' advance written notice to the City and DURA and the County prior to

cancellation or change in coverage. The City shall provide certified copies of all policies of insurance required under subsection (a) above, to DURA and the County upon request. For all insurance required to be carried by the City's contractors under this Section 4.1, the City shall require its insurer(s) to provide the City, the County and DURA and their respective commissioners, directors, officers, employees and agents with waivers of subrogation. The City shall not allow any party to obtain any insurance that prohibits the insured from waiving subrogation. To the extent available in the insurance industry at a commercially reasonable price, the City shall require all policies obtained to be written as "occurrence" policies and not as "claims-made" policies.

(c) In agreeing to the foregoing insurance requirements, none of the City, the County or DURA intend to waive any provision of the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

Section 4.2 Cooperation. The Parties agree to execute such additional documents, including, without limitation, any estoppel certificates and take any such actions as may be reasonably requested by the other Parties in order to fulfill the purposes of this Agreement.

Section 5. **INDEMNITY**

The City shall require its contractor(s) performing the work contemplated pursuant to this Agreement to indemnify DURA and the County, to the same extent that the City is indemnified in such contracts, in each City Project Contract for which the City will seek reimbursement under this Agreement.

Section 6. **EVENTS OF DEFAULT; REMEDIES**

Section 6.1 Event of Default by City. A "Default" by the City under this Agreement shall mean one or more of the following events:

(a) The City transfers or assigns its interest in this Agreement, without the consent of DURA;

(b) The City commences a voluntary case under any applicable federal or state bankruptcy, insolvency or other similar law now or hereafter in effect, or is the subject of an involuntary case of such nature not dismissed within sixty (60) days after it is filed, or consents to the appointment of or taking possession by a receiver, liquidator, assignee, custodian, trustee or sequestrator (or other similar official) of the City or of any substantial part of its property, or the City makes any general assignment for the benefit of creditors or generally fails to pay its debts as they become due or takes any action in furtherance of such action;

(c) The City fails to use good faith efforts to comply with Section 2.6 of this Agreement;

(d) The City breaches any provision of this Agreement.

and if such Defaults are not cured by the City within the time provided in Section 6.5, then an "Event of Default" shall have occurred and DURA may exercise any remedy available under this Agreement.

Section 6.2 Events of Default by DURA. "Default" by DURA under this Agreement shall be limited solely to the failure of DURA to reimburse the City for payment of City Project Costs as provided in Section 2. If such Default is not cured within the time provided in Section 6.5, then an Event of Default shall be deemed to have occurred, and the City may exercise the remedy available under this Agreement.

Section 6.3 Events of Default by the County. "Default" by the County under this Agreement shall be limited to solely to the failure of the County to follow its requirements detailed in Section 3.2. If such Default is not cured within the time provided in Section 6.5, then an Event of Default shall be deemed to have occurred, and the City may exercise any remedy available under this Agreement.

Section 6.4 Remedies. If any Event of Default by the City occurs and is continuing hereunder, DURA may seek enforcement of the City's obligations hereunder by specific performance. DURA expressly waives all other remedies available in law or equity. If any Event of Default by DURA occurs and is continuing hereunder, the City may seek enforcement of DURA's obligations in Section 2 and Section 3 hereof. If any Event of Default by the County occurs and is continuing hereunder, the City may seek enforcement of the County's obligations in Section 3 hereof by specific performance.

In no event shall DURA, the County or the City be liable to the other Parties hereto for damages, including special, consequential or punitive damages, and each Party hereby waives any claims or actions for damages against the other Parties hereto.

Section 6.5 Notice of Defaults; Opportunity to Cure Such Defaults. Anything hereunder to the contrary notwithstanding, no Default under Sections 6.1, 6.2 or 6.3 hereof shall constitute an Event of Default until: (a) actual notice of such Default shall be given to the Party in Default by one of the other Parties hereto, (b) and the Party in Default shall have had thirty (30) days after receipt of such notice to correct said Default or cause said Default to be corrected and shall not have corrected said Default or caused said Default to be corrected within the applicable period, and (c) provided, however, if said Default be such that it cannot be corrected within the applicable period, it shall not constitute an Event of Default if corrective action is instituted within the applicable period and diligently pursued until the Default is corrected; so long as that corrective action is completed no later than one hundred eighty (180) days after receipt of notice unless otherwise extended upon written agreement by the non-Defaulting Parties.

Section 7. **MISCELLANEOUS**

Section 7.1 Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or to be implied by this Agreement is intended or shall be construed to give to any person other than the Parties hereto any legal or equitable right, remedy or claim under or in respect to this Agreement or any covenants, conditions and provisions hereof.

Section 7.2 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when given by hand delivery, overnight delivery, mailed by certified or registered mail, postage prepaid, or dispatched by telegram or telecopy (if confirmed promptly telephonically), addressed to the following persons and addresses or at such other address or addresses as any Party hereto shall designate in writing to the other Parties hereto:

TO DURA:

Denver Urban Renewal Authority
1555 California Street
Suite 200
Denver, Colorado 80202
Attention: Executive Director

TO THE CITY:

Manager of Finance
Webb Municipal Office Building
201 W. Colfax Ave., Dept. 1010
Denver, CO 80202

Executive Director of the Department of Transportation and
Infrastructure
Webb Municipal Office Building
201 W. Colfax Ave, Dept 608
Denver, CO 80202

City Attorney
Denver City and County Building
1435 Bannock St., Room 353
Denver, CO 80202

TO THE COUNTY:

Board of County Commissioners
Adams County Government Center
4430 South Adams County Parkway
Brighton, CO 80601

Adams County Attorney
Adams County Government Center
4430 South Adams County Parkway
Brighton, CO 80601

Section 7.3 Waiver. No failure by any Party hereto to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement, or to exercise any

right or remedy consequent upon a breach of this Agreement, shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any Party, by giving notice to the other Parties may, but shall not be required to, waive any of its rights or any conditions to any of its obligations hereunder. No waiver shall affect or alter the remainder of this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach.

Section 7.4 Attorneys' Fees. In any proceeding brought to enforce the provisions of this Agreement, each Party shall be responsible for its own attorneys' fees, actual court costs and other expenses incurred.

Section 7.5 Conflicts of Interest. DURA, the County and the City shall not allow any of the following persons to have any interest, direct or indirect, in this Agreement: A member of the governing body of DURA, the County or of the City or an employee of DURA, the County or of the City who exercises responsibility concerning the Project. DURA, the County and the City shall not allow any of the above persons or entities to participate in any decision relating to this Agreement that affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested.

Section 7.6 Titles of Sections. Any titles of the several parts and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 7.7 Applicable Law. This Agreement shall be governed by and construed in accordance with, the laws of the State of Colorado and shall be subject to the limitations, if any, that are applicable under the City Charter or ordinances of the City and the resolutions of the County.

Section 7.8 Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties hereto, and their successors and assigns.

Section 7.9 Further Assurances. The Parties hereto agree to execute such documents, and take such action, as shall be reasonably requested by the other Parties hereto to confirm or clarify the intent of the provisions hereof and to effectuate the agreements herein contained and the intent hereof.

Section 7.10 Time of Essence. Time is of the essence of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

Section 7.11 Severability. If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this Agreement and, to that end, any provisions, covenants, agreements or portions of this Agreement are declared to be severable.

Section 7.12 Good Faith; Consent or Approval. Except as specifically set forth herein to the contrary, in performance of this Agreement, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously or unreasonably withhold or delay any approval required by this Agreement. Except as otherwise provided in this Agreement, whenever consent or approval of a Party is required, such consent or approval shall not be unreasonably withheld, conditioned or delayed. The City and the County agree and acknowledge that in each instance in this Agreement or elsewhere where DURA is required or has the right to review or give its approval or consent, no such review, approval or consent shall imply or be deemed to constitute an opinion by DURA, nor impose upon DURA any responsibility for the design construction or implementation of the City Projects, including but not limited to the structural integrity or life/safety requirements or adequacy of budgets or financing or compliance with any applicable federal or state law, or local ordinance or regulation, including all environmental laws. All reviews, approval and consents by DURA under the terms of this Agreement are for the sole and exclusive benefit of the City and the County and no other person or party shall have the right to rely thereon. Notwithstanding anything in the Agreement to the contrary, nothing herein shall limit or impair the City's police powers, including its regulatory powers.

Section 7.13 Nonliability of DURA, County or City Officials and Employees. No elected official, commissioner, board member, director, officer, agent or employee, of the County, the City or DURA shall be charged personally, or held contractually liable by or to the other Party under any term or provision of this Agreement or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement, in the event of a breach or Event of Default by DURA, the County, or the City or for any amount that may become due under the terms of this Agreement.

Section 7.14 Incorporation of Exhibits. All exhibits attached to this Agreement are incorporated into and made a part of this Agreement.

Section 7.15 Survival. The obligations of the City under Section 5 to seek indemnification of DURA and the County by the City's contractors shall survive any termination of this Agreement until the latest expiry of all applicable statutes of limitation.

Section 7.16 No Third Party Beneficiaries. The Parties intend that this Agreement shall create no third party beneficiary interests. The Parties are not presently aware of any actions by them or any of their authorized representatives which would form the basis for interpretation constituting a different interest, and, in any event, expressly disclaim any such acts or actions.

Section 7.17 Examination of Records. Each Party to this Agreement agrees that any duly authorized representative of either of the other Parties, including, in the case of the City, the City Auditor and his or her representatives, shall have access to and the right to examine, copy and retain, in paper or electronic form, during normal business hours and upon reasonable notice, any directly pertinent books, documents, papers, and records of the requested party relating to this Agreement subject to applicable laws, including maintaining the confidentiality of documents in accordance with the Colorado Open Records Act, (Sections 24-72-201, *et seq.*, C.R.S., as amended). The Parties shall cooperate with one another and representatives shall be granted access to the foregoing documents and information until the later of three (3) years after the expiration of

the term of this Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the auditing Party shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this Section 7.17 shall require the Parties to make disclosures in violation of state or federal privacy laws.

Section 7.18 Modification. This Agreement may be modified, amended, changed or terminated, in whole or in part, without City Council approval unless City Council approval is required by City Charter or the Denver Revised Municipal Code, as amended, in the case of the City, or applicable state law, in the case of the County. Any modification, amendment, change or termination shall be in writing executed by the Parties.

Section 7.19 Venue. Venue shall be exclusively to the District Court in and for the City and County of Denver.

Section 7.20 Nondiscrimination. In connection with the performance of work under this Agreement, the parties agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle or disability; and the City further agrees to insert the foregoing provision in all subcontracts hereunder.

Section 7.21 Effective Date and Term. The Effective Date of this Agreement shall be the date set forth on the City signature page below. This Agreement shall automatically terminate upon the earlier of (i) completion of all obligations hereunder or (ii) the Termination Date.

Section 7.22 Counterparts; Electronic Signatures and Electronic Records. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall together constitute one and the same document. Facsimile signatures shall be accepted as originals. The Parties consent to the use of electronic signatures by the City. The Agreement and any other documents requiring a signature may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this Agreement in the form of an electronic record, a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or an electronic signature or that it is not in its original form or is not an original.

Section 7.23 Appropriation. The obligations of the City under this Agreement are subject to prior appropriations of monies expressly made by the City Council for the purposes of this Agreement and paid into the Treasury of the City. All obligations of the County under this Agreement are subject to prior appropriations of monies expressly made by the Board of County Commissioners for the purposes of this Agreement and paid into the Treasury of the County.

Exhibit 1: Expenditure Certification

Exhibit 2: Certification of Costs

Exhibit 3: Description of CEO Program

Exhibit 4: First Source Program

Exhibit 5: City Project Information Packet

Exhibit 6: City Project Original Scope

[SIGNATURE PAGE FOLLOWS]

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY

Chair

Date

ATTEST:
JOSH ZYGIELBAUM
CLERK AND RECORDER

Deputy Clerk

Approved as to form:



Adams County Attorney's Office

EXHIBIT 1

EXPENDITURE CERTIFICATION

Date: _____
City Project: _____
Payment Request No.: _____
Amount Requested: _____

The following documents are attached to this certification are;

1. Project Schedule of Total Costs for Expenditure Certification.
2. Itemized bill or statement of account for each itemized cost as listed on the Schedule of Total Costs for Payment.
3. An invoice log in accordance with City and County of Denver processes for each Contractor and/or Sub-Contractor invoice or portion of invoice for the previous expenditure certification showing payments made per the previously approved Schedule of Total Costs for Payment.

I, _____ (name) _____, as _____ (title) _____ of the City and County of Denver, as of the _____ (date) _____ certify the following:

The items of costs for which payment is certified herein (i) are or were necessary in connection with, and are reasonably attributable to, the above referenced City Project and (ii) have not formed the basis for any previous payment to the person receiving payment as described herein.

No event has occurred and is continuing which constitutes an Event of Default of the City and County of Denver, as defined in the Project Funding Agreement for Globeville Improvements (the "Project Funding Agreement"), or would constitute an Event of Default but for the requirement that notice be given or time elapsed or both.

The City Project Costs certified herein were incurred pursuant to the Project Funding Agreement for Globeville Improvements.

Dated: _____, 202_

CITY AND COUNTY OF DENVER

By: _____
Name: _____
Title: _____

EXHIBIT 2

CERTIFICATION OF COSTS ELIGIBLE FOR PAYMENT

Date: _____

City Project: _____

Payment Request No.: _____

Amount of Eligible Improvements
Approved for Reimbursement to City: _____

By signing below, the City and DURA hereby approve the above amount of City Project Costs as Eligible to be reimbursed by DURA to the City, pursuant to the Project Funding Agreement for Globeville Improvements.

Dated: _____, 202_

CITY AND COUNTY OF DENVER

DENVER URBAN RENEWAL AUTHORITY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

**DENVER URBAN RENEWAL AUTHORITY
CONSTRUCTION EMPLOYMENT OPPORTUNITIES POLICY
December 2016**

Policy Statement

The Denver Urban Renewal Authority (the “Authority”) believes that promoting employment and advancement within the construction trades is consistent with the strategic goals of the Authority. As such, the funding of construction employment opportunities (“CEO”) is required of all projects funded in whole or in part by tax increment financing. The funding amount is the greater of one percent of a project’s maximum reimbursable project cost, as defined in an approved redevelopment agreement, or one percent of the gross bond proceeds issued by the Authority in connection with the project. Funding for CEO will be made by the developer of a project, proceeds from an Authority-issued bond, or a combination thereof. This CEO Policy supersedes the Enhanced Training Opportunities Policy that was previously adopted by the Authority and shall govern the use of funds generated under the Enhanced Training Opportunities Policy.

CEO funds are intended to increase the availability of, access to, or quality of construction training opportunities in Denver. CEO funds are not intended to fund training that employers are required to provide. The required CEO funding is an eligible tax increment expenditure. Deployment of the CEO funds will be directed by the Authority to training providers through a competitive process.

Goals & Outcomes

The goal of the Authority’s CEO Policy is to improve access to training within the construction trades and increase individuals’ opportunity for advancement within Denver’s construction industry.

The CEO Policy is intended to primarily benefit the Denver construction industry. However, recognizing that construction firms and workers are not restricted to the Denver geographic area, individuals and construction firms benefitting from CEO programs may operate outside of the City and County of Denver. Where possible, CEO funds will serve to enhance outcomes under the Authority’s Small Business Enterprise (“SBE”) and First Source Hiring Program Policies.

The goals and outcomes of the CEO Policy have been focused into three categories: (1) building individuals new to construction, (2) building individuals employed in construction, and (3) building construction-related businesses. Goals for building individuals new to construction focus on recruiting and employing construction workers entering the industry. Building individuals employed in construction focuses on building the skills and knowledge of employees working in construction to increase earning potential and/or mobility within the construction industry. Building construction-related businesses goals focus on growing smaller firms in size and/or skill set through business and technical training.

Desired program outcomes may include, but are not limited to:

Building Individuals New to Construction

- Train unemployed or underemployed individuals in the construction trades.
- Identify and understand career paths for employees within the construction industry, allowing for greater worker retention.
- Improve access to and recruitment of workers, including underrepresented populations interested in entering the construction industry.

Building Individuals Employed in Construction

- Improve access to training for existing construction workers.
- Continue to identify career opportunities for individual success in desired career paths.
- Improve the skills and knowledge of existing workers within the construction industry with a focus on training that enhances a worker's earning potential and mobility

Building Construction-Related Businesses

- Improve the ability for small businesses to participate in a competitive bidding process with governmental or quasi-governmental entities.
- Improve the ability for small businesses to compete for projects that require specialized skills.
- Improve the professional capacity of Denver-based small or emerging business enterprises as defined in the Authority's Guidelines for Utilization of Small Business Enterprises in Urban Redevelopment Projects (the "SBE Policy").

CEO Funds Deployment Process

The Authority intends to issue periodic notices of funding availability ("NOFA") to attract proposals to address policy goals and outcomes. Stakeholder meetings may be held in advance of any NOFA to help direct the Authority's funding where it will be most impactful. Additionally, at the Authority's discretion, the Authority may develop internal programs to meet construction industry needs.

Funding Award Guidelines

Funding for training programs may be awarded to providers with programs that have the greatest impact on the Denver construction industry and meet some or all of the following outcomes:

1. Attracts and trains people new to the Denver construction industry.
2. Provides training opportunities to improve the skills and career path of existing construction workers for the benefit of the Denver construction industry.
3. Assists small construction businesses working in Denver to grow in size and/or skill set.
4. Has meaningful and measurable outcomes for both short and long term impacts.
5. Provides detailed, timely, and comprehensive reporting for the Authority to report progress to the Board of Commissioners.
6. Proposes multi-year funding awards contingent on defined deliverables or performance based funding triggers.
7. Further leverages CEO funding from federal, state, local or other funding sources.
8. Serves to enhance outcomes under the Authority's SBE and First Source Hiring Program Policies.
9. Increases construction industry capacity.
10. Partners with other agencies to combine services and resources.
11. Leverages other programs to receive special pricing for goods or services to be provided in connection with funded program.
12. Effectively and efficiently utilizes program funding to serve the greatest number of construction-industry workers, while minimizing the administrative costs of the program.



DURA FIRST SOURCE HIRING AND OUTREACH PROGRAM FOR LOW INCOME DENVER RESIDENTS FOR URBAN RENEWAL PROJECTS

BACKGROUND

I. Purpose of the First Source Program In connection with DURA's primary goal of undertaking urban renewal projects to revitalize the City and foster sound growth and development, DURA has developed a program, in cooperation with the appropriate agencies of the City and County of Denver or other governmental agencies chosen by DURA, that is intended to provide preferential opportunities for employment and training of low-income Denver residents and require developers with Redevelopment Agreements approved by DURA to participate in the First Source program.

II. Development and Implementation of the First Source Program; Division of Responsibility.

(a) DURA will require developers to participate in the First Source Program as a condition to receiving tax increment financing or similar assistance from DURA for urban renewal projects.

(b) Developers will require their tenants to participate by including a requirement in their tenant's leases or other documents. The term of the developer commitment will be the lesser of the (10) years or the term of repayment of DURA's financial assistance for the project commencing upon execution of the Redevelopment Agreement. This obligation will be set forth in the Redevelopment Agreement between DURA and the developer. Developers are encouraged to participate in the program beyond the 10 year repayment term. If the developer chooses to participate beyond the 10 year term, DURA and the First Source Program will continue to provide hiring services.

(c) DURA's Administrative Services Director will be responsible for coordination of First Source Program activities with the developer and the First Source Program Coordinator. DURA may choose partner agencies, such as Denver Housing Authority (DHA), to act as the First Source Program Coordinator to engage in activities which include job seeker outreach, employment coordination and other services such as training which compliment the First Source Program. The Developer's Job Placement Coordinator, a staff member of the developer, will be responsible for implementing the First Source Program and reporting on the Developer's efforts.

(d) The Developer will agree to include in any land sales contracts requirements that purchasers of the property will need to include a provision requiring participation in the First Source Program by any future commercial owners, tenants and managers that occupy the purchased property. The landowner must utilize the First Source Program on a continuous basis for so long as the First Source Program applies.

- i. The developer must provide evidence of the requirement at DURA's request.

The specific steps of the First Source Program are discussed below.

FIRST SOURCE PROGRAM
FOR LOW INCOME DENVER RESIDENTS

A. Pre-Hiring Training Outreach

1. The First Source Program applies to both the construction period and post construction period long-term jobs.
 - i. For the construction period jobs, the Developer's Job Placement Coordinator and the First Source Program Coordinator (will meet as early as feasible, but prior to the pre-bidding process for construction contracts, to determine employee skill needs and number of employees needed by the Developer and its construction contractors for the project.
 - ii. For the post construction long-term jobs, the Developer's Job Placement Coordinator and the First Source Program Coordinator will meet, in concert with employers in the project, as early as possible but no later than the middle of the construction period, to determine employee skill needs and number of employees needed by the employers in the Project.
 - iii. Upon execution of newly signed leases, the Developer's Job Placement Coordinator will be responsible for reporting regularly to the First Source Program Coordinator of tenant changes and will educate new tenants on the First Source Program participation requirements.
2. The First Source Program Coordinator shall contact eligible Community Based Organizations (CBOs) to notify them of job opportunities. Eligible CBOs are understood to be organizations interested in participating in the First Source Program and organizations with the capacity to perform employment outreach notification, as determined by the First Source Program Coordinator. The First Source Program Coordinator may co-sponsor with CBOs workshop(s) to explain the types of development projects, the list of employers, and the anticipated job position requirements. At future meeting(s), information will be supplied about the nature of employment (full or part-time), the employee benefits offered, the employer's promotion policy, the possibility of advancement, the employee's expected hours, and other employer policies.
3. The Developer's Job Placement Coordinator and First Source Program Coordinator work together to determine general training needs for specific project employers. Interested job applicants are directed to the First Source Program Coordinator or other appropriate existing community training programs relevant to employment training for the project. The First Source Program Coordinator, in consultation with the Developer's Job Placement Coordinator, will determine the need for additional pre-hiring training, such as job application preparation, interview preparation,

general work or construction readiness, and arrange referrals for interested applicants. Depending upon the employment needs determined by the Developer's Job Placement Coordinator, the First Source Program Coordinator is available to provide job fairs at no cost to the project employer or Developer.

B. Interview Outreach and Preferential Hiring Period

1. Developer's Job Placement Coordinator provides employer job listings to First Source Program Coordinator within a time frame which allows for an interview at least five (5) calendar days in advance of interviewing for an applicable position for low-income Denver residents. The First Source Program Coordinator will notify CBO's, by a method mutually agreeable to the CBO's and the First Source Program Coordinator, such as by email, facsimile or community meeting, of job listings and the proposed interview schedule.
2. Within the original five days, as referenced above, applications are provided by the First Source Program Coordinator to the employers or the Developer for interview when the employer is ready to hire.
3. The employer interviews only people referred by the First Source Program Coordinator who meet the employment qualifications as proposed by the employer for positions covered by the First Source Program first, for a period of five (5) calendar days preceding the employer's opening general interview date. The First Source Program Coordinator consults with the Developer and employer(s) to determine which staff positions or staffing situations, by their nature to the daily operation of the employer's business, will be considered exempt from inclusion in the First Source Program.
4. Employers may exempt management employees, licensed professionals, and those hired on a temporary or emergency basis. The First Source Program will consider management hires filled by an employer's current employee, on a transfer basis or as a promotion in manager development process, as positions which may be excluded from the First Source Program, at the sole discretion of the Employer.
5. At the expiration of the five (5) day period the employer will be free to follow its standard recruitment and selection procedures to fill vacant positions, so long as the same full and fair consideration is given to applicants referred by the First Source Program Coordinator. As employment vacancies continue to occur, the employer will continue to contact the First Source Program Coordinator as a first step in filling the vacancy. The First Source Program Coordinator will allow the employer some flexibility in the five-day preference period when the number of vacancies is small, after start-up, so long as the same full and fair consideration is given to applicant(s) referred by the First Source Program

Coordinator first. The employer retains, at all time, full choice of whom to hire and, except as otherwise applicable, such employees will be employed at the will of the employers.

6. To the extent that the Developer determines in good faith, that the First Source Program creates an unworkable burden upon the employers hiring process, DURA will work with the Developer's Job Placement Coordinator to help them meet the objectives of the First Source Program.

C. Reporting and Monitoring

The First Source Program Coordinator will develop monthly reports relating to the First Source Program. The Developer's Job Placement Coordinator and the Developer will cooperate with the First Source Program Coordinator to accumulate performance data. These reports are intended to allow the First Source Program Coordinator to monitor and evaluate First Source Program performance, as well as Developer and tenant performance. The Developer's First Source Program's performance will be measured, after the first year, by the percentage of Denver residents employed, and the percentage of First Source Program job placements made to the respective project.

The Developer's Job Placement Coordinator and the Developer will be responsible for maintaining data and developing a tracking mechanism in order to respond to requests for reporting made by DURA. DURA's staff and board of commissioners will periodically evaluate the performance of the First Source Program and recommend appropriate future modifications. DURA will also solicit suggestions from the Developer and employers for additional input into the review and evaluation process.

D. Non Compliance

Non Compliance with the terms of the First Source Program policy shall be enforced through provisions of the Redevelopment Agreement.

Exhibit 5
City Project Information Packet

Per section 3.3(a) of the Project Funding Agreement for Globeville Improvements, the City will submit to DURA the information required in the City Project Information Packet and any other information DURA deems to be necessary to review and approve the proposed Project.

Information included within the City Project Information Packet shall include at a minimum:

- Detailed description of Project
- Project Development Team:
 - The responsibilities, names, addresses, telephone and fax numbers of the Project lead and key team members
 - The member(s) of the team who will be making decisions and with whom the Authority will negotiate. It is desirable to have a single contact point and this person should be identified.
 - Identification of consultants and/or other parties who will be involved in the Project
 - Description of the role the City will play and the County's role if any.
- Detailed budget broken out between hard and soft costs and eligible and non-eligible costs. This information will be used to complete Schedule A which will be an exhibit to the Expenditure Certification.
- Proposed schedule, including critical dates, construction timeline, and anticipation of drawdown of funds.
- Is the Project a continuation of a previously funded Project or implementation of a previously funded study?
- If the Project is one phase of a larger Project a detailed description of how this phase fits into the larger Project both in terms of function and budget.
- Renderings or other illustrated documents showing the proposed Project at completion.

Exhibit 6

City Project Original Scope

54th Avenue Improvements:

General Description: Design and reconstruction of 54th Avenue between Washington and Franklin, including intersection improvements at 54th and Washington

Original Scope: Roadway reconstruction and intersection safety, capacity and operational improvements, including drainage improvements, curb, gutter, and sidewalk. In addition, due to the close proximity of the improvements, a traffic study will be performed for the 55th Avenue intersection.

Wayfinding:

General Description: Wayfinding signage to promote industrial, commercial and retail uses and historic interpretive signage, all along Washington Street corridor including within the urban redevelopment plan area.

Original Scope: Design and installation of wayfinding and placemaking signage to denote important landmarks and historical places in both Adams County and Denver, and highlight connections to the South Platte River Trail, the N Line Transit Station and other nearby amenities such as Heron Pond/Heller/Carpio-Sanguinette Park.

51st Avenue Multi-modal Improvements

General Description: Multimodal connection from 51st Avenue bridge over the South Platte the Washington and 51st Avenue intersection.

Original Scope: Construction of a new mobility improvements, which may include a wide multi-use path, sidewalks and/or bike lanes, from the National Western Center bridge landings to Washington Street along 51st Avenue.

51st Avenue & Washington Intersection Right of Way

General Description: Acquisition of necessary right-of-way to realign the intersection of Washington and 51st Avenue.

Original Scope: The intersection at 51st Avenue and Washington will be realigned and a new traffic signal will be installed to meet new standards to enhance safety and operations. This project will include the acquisition of right-of-way to achieve the scope of the project.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: August 2, 2022
SUBJECT: 2022 Gravel Chip Seal
FROM: Alisha Reis, Interim County Manager Byron Fanning, Interim Deputy County Manager Nancy Duncan, Budget & Finance Director Jennifer Tierney Hammer, Procurement & Contracts Manager
AGENCY/DEPARTMENT: Public Works Department
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves Amendment One to the Agreement with A-1 Chipseal Co. for gravel chip seal.

BACKGROUND:

In 2021, the Operations team began a chip seal pilot program testing chip seal surface change on selected gravel roads with varying traffic patterns, volume and existing conditions. This pilot program was intended to test the viability of changing the surface treatment of selected gravel roads to reduce the frequency of maintenance that is required to maintain the current condition. In 2021, Operations completed surface changes on three roads. These changes showed different levels of success and some areas of opportunity for improvement.

In 2022, the Operations team would like to continue this pilot program focusing on not only different surface treatment options but also expanding the selected roads to include rural residential roads that primarily service local light duty traffic. Operations is proposing the change of 15.52 lane miles of gravel surface.

A formal invitation for bid (IFB) for gravel chip seal was solicited utilizing BidNet Direct on March 31, 2021. A-1 Chipseal Co. was awarded an Agreement to provide gravel chip seal. This will be the first (1) of 3 renewal options. A-1 Chipseal Co. has proposed a 10 percent increase from 2021, due to the increased cost of raw materials and services. Public Works Operations department feels that the increases are in line with other price increases industry wide.

The Agreement breaks down as follows:

Original Contract Amount	Approved 9/14/2021	\$ 237,300.00
Amendment One		\$ 1,277,481.25
New Total Contract Value		\$ 1,514,781.25

It is recommended that Amendment One to the Agreement with A-1 Chipseal Co. be approved in the amount of \$1,277,481.25, for a total not to exceed agreement amount of \$1,514,781.25.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Public Works Department

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

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

Fund: 13
Cost Center: 3031

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7822		\$1,277,481.25
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>\$1,277,481.25</u></u>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT ONE TO THE AGREEMENT BETWEEN
ADAMS COUNTY AND A-1 CHIPSEAL CO., IN THE AMOUNT OF \$1,277,481.25, FOR
2022 GRAVEL CHIP SEAL

WHEREAS, A-1 Chipseal Co. was awarded an Agreement on September 14, 2021, to provide gravel chip seal; and,

WHEREAS, A-1 Chipseal Co. agrees to extend the current Agreement and provide 2022 gravel chip seal, in the amount of \$1,277,481.25, for a new total not to exceed Agreement amount of \$1,514,781.25.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment One to the Agreement between Adams County and A-1 Chipseal Co., in the amount of \$1,277,481.25, to provide 2022 gravel chip seal; is hereby approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign Amendment One to the Agreement with A-1 Chipseal Co. on behalf of Adams County, after negotiation and approval as to form is completed by the County Attorney's Office.

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

To: Adams County Board of County Commissioners
From: Lia Campbell, Planner I
Subject: RCU2022-00015 (Gutierrez Rezone)
Date: July 22, 2022

An application for rezoning for 2121 Highway 7 (RCU2022-00015) is scheduled for public hearing before the Board of County Commissioners on August 2nd, 2022. Staff has requested a continuance of the Board of County Commissioners hearing to the August 9th, 2022 agenda. Planning Commission heard this case at the July 14th, 2022 hearing.

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry
DISTRICT 1

Charles "Chaz" Tedesco
DISTRICT 2

Emma Pinter
DISTRICT 3

Steve O'Doriso
DISTRICT 4

Lynn Baca
DISTRICT 5

Gutierrez Rezone

RCU2022-00015

2121 Highway 7

Community & Economic Development
Department

August 2, 2022

Board of County Commissioners Public Hearing

Presented by: Lia Campbell, Planner I



ADAMS COUNTY
COLORADO

Request

Rezoning:

- Current Zoning: Agricultural-3 (A-3)
- Proposed Zoning: Agricultural-1 (A-1)

Staff Recommendation

RCU2022-00015: Gutierrez Rezone

- **Staff Recommendation:**
 - Staff recommends CONTINUANCE of this request (RCU2022-00015) to the August 9th, 2022 BoCC Hearing at 9:30 a.m.



COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT

CASE NO.: PLT2021-00012
CASE NAME: Lefor Major Subdivision Preliminary Plat

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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 (ADCO Treasurer)
- 4.3 Referral Comments (Colorado Geological Survey)
- 4.4 Referral Comments (CDNR-Division of Water Resources)
- 4.5 Referral Comments (Tri-County Health)
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EXHIBIT 5- Public Comments

N/A

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- 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

August 2, 2022

CASE No.: PLT2021-00012 CASE NAME: Lefor Major Subdivision Preliminary Plat	
Owners' Names:	Denise and Christopher Lefor
Applicant's Name:	Ben Binkley
Applicant's Address:	206 Quari Street Arvada, Colorado 80011
Parcel Number:	0156500000086
Nature of Requests:	Major Subdivision Preliminary Plat to create three lots on approximately 65 acres.
Current Zone Districts:	Agriculture-2 (A-2)
Future Land Use:	Estate Residential
Total Site Area:	Approximately 65.6 acres
Hearing Date(s):	PC: July 14, 2022 / 6:00 pm BoCC: August 2, 2022 / 9:30 am
Report Date:	July 24, 2022
Case Manager:	Layla Bajelan, Senior Long-Range Planner
PC Recommendation:	APPROVAL with 9 findings-of-fact and 4 notes

SUMMARY OF PAST APPLICATIONS

In February of 2021, the Board of County Commissioners approved a rezone to change the zoning on the property from Agriculture-3 (A-3) to Agriculture-2 (A-2) and a Comprehensive Plan amendment to change the future land use from Agriculture to Estate Residential. The approval of these applications allows for the subdivision of the property in the future.

SUMMARY OF APPLICATIONS

Background:

The applicant, Ben Binkley, on behalf of the Lefor family, is requesting a Major Subdivision Preliminary Plat to create 3 lots from the existing 65.6 acre parcel.

The preliminary plat request consists of one parcel totaling 65.6 acres. The proposed preliminary plat would reconfigure the site into 3 lots that are intended to be used for the Lefors and their two children. The lots will allow for one single-family home to be constructed on each lot, and the preliminary plat proposes that the lots be accessed by E. 128th Avenue to the south. Upon approval of the preliminary plat, the applicant will be expected to submit an application for the final plat and associated subdivision improvements agreement, if deemed required.

Zone District Regulations:

The current zone district for this parcel is A-2. Per Section 3-09-01 of the County’s Development Standards and Regulations, the purpose of the A-2 zone district is to provide a district for rural subdivisions of at least ten (10) acres in size, where adequate provisions are made for internal and external roads and access, water and sewer facilities, fire protection and other emergency services, and other public services and utilities.

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 a single parcel. The applicant’s proposal will create 3 total lots.

The dimensional requirements for the A-2 zone district include a minimum of a 10-acre lot size and a minimum lot width of 425 feet. Lot one is proposed to be roughly 35 acres in size with 1,165 feet in lot width. Lots two and three are proposed to be roughly 13.5 acres in size with 450 feet in lot width. All lots are conforming to the minimum dimensional standards of the underlying zone district.

The Preliminary Subdivision Plat conforms to the Development Standards and Regulations and the goals of the Comprehensive Plan. The proposed subdivision has adequate water and sewer services that will be provided by well and septic.

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. The proposed subdivision has been determined by the Colorado Division of Water Resources to have adequate water supply. All documentation has been provided to ensure conformance with the County’s water supply requirements.

Per Section 5-02-05 of the County’s Development Standards and Regulations, 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 5-05-04 of the County’s Development Standards and Regulations 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.

Future Land Use Designation:

The Adams County Comprehensive Plan designates this area as Estate Residential. Per Chapter 5 of the Adams County Comprehensive Plan, the purpose of the Estate Residential future land use designation is to provide limited opportunities for ex-urban or rural lifestyles in the County. Estate Residential areas are designated for single-family housing at lower densities, typically no greater than 1 unit per acre, and compatible uses such as schools and parks.

The proposed preliminary plat is compatible with the future land use designation as the applicant is intending to develop the lots with a single-family home.

Site Characteristics:

The subject property has street frontage along both E. 128th Avenue and Imboden Road. Currently, the parcel is undeveloped with some oil and gas equipment located on the northern edge of the parcel.

Surrounding Zoning Designations and Existing Use Activity:

Northwest A-1 Undeveloped	North A-1 Undeveloped	Northeast A-3 Undeveloped
West A-3 Undeveloped	Subject Property A-2 Undeveloped	East A-3 Single-family dwelling
Southwest A-3 Single-Family Dwelling	South A-3 Undeveloped	Southeast A-3 Undeveloped

Compatibility with the Surrounding Area:

The surrounding properties are primarily zoned A-3 or PUD (Preliminary), with A-1 properties being located directly to the north. The properties are either undeveloped or developed with single-family dwellings and associated accessory structures. As shown on the aerial map, the parcel is within very close proximity to several higher density residential Planned Unit Development areas to the north and northwest. Several of the A-3 zoned properties in this area are considered legal nonconforming as they are not 35 acres in size.

This application is compatible with the overall area and is 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 with 9 findings-of-fact and 4 notes:

Recommended Findings-of-Fact

1. The preliminary plat is consistent with the Adams County Comprehensive Plan and any available area plan.
2. The preliminary plat is consistent with the purposes of these standards and regulations.
3. The preliminary plat is in conformance with the subdivision design standards and any approved sketch plan.

4. The applicant has provided evidence that a sufficient water supply has been acquired in terms of quantity, quality, and dependability for the type of subdivision proposed, as determined in accordance with the standards set forth in the water supply standards.
5. The applicant has provided evidence that a public sewage disposal system has been established and, if other methods of sewage disposal are proposed, adequate evidence indicating that such system complies with state and local laws and regulations.
6. The applicant has provided evidence to show all areas of the proposed subdivision, which may involve soil or topographical conditions presenting hazards or requiring special precautions, have been identified by the applicant and the proposed uses of these areas are compatible with such conditions.
7. The applicant has provided evidence that adequate drainage improvements comply with these standards and regulations.
8. The overall density of development within the proposed subdivision conforms to the zone district density allowances.
9. The proposed subdivision is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County. The proposed subdivision has established an adequate level of compatibility by:
 - a. Incorporating natural physical features into the development design and providing sufficient open spaces considering the type and intensity of use;
 - b. Incorporating site planning techniques to foster the implementation of the County's plans, and encourage a land use pattern to support a balanced transportation system, including auto, bike, and pedestrian traffic, public or mass transit, and the cost-effective delivery of other services consistent with adopted plans, policies and regulations of the County;
 - c. Incorporating physical design features in the subdivision to provide a transition between the project and adjacent land uses through the provision of an attractive entryway, edges along public streets, architectural design, and appropriate height and bulk restrictions on structures;
 - d. Incorporating identified environmentally sensitive areas, including but not limited to, wetlands and wildlife corridors, into the project design; and
 - e. Incorporating public facilities or infrastructure, or cash-in-lieu, reasonably related to the proposed subdivision so the proposed subdivision will not negatively impact the levels of service of the County services and facilities.

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 August 2, 2024, if a final plat application is not submitted to the Adams County Community and Economic Development Department.
3. A public land dedication fee for parks and schools shall be paid to Adams County prior to or with the final plat submittal. 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 (PC) on June 14, 2022, and the PC forwarded a recommendation of approval (5-0) with 9 findings-of-fact and 4 notes to the applicant. The PC had questions on the oil wells on the property and staff was able to respond confirming that the wells are plugged and abandoned. There were no members of the public to testify in support or opposition to this request.

CITIZEN COMMENTS

Notifications Sent	Comments Received
9	0

All property owners and occupants within 1,000 feet of the subject property were notified of the request. As of writing this report, staff has 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 has since applied for underground water rights and has a State-approved Water Augmentation Plan that demonstrates they have adequate water rights to meet the 300-year water supply requirement. The DWR has signed off on the applicant’s water supply plan.

Responding with Initial Concerns:

CDNR-Division of Water Resources

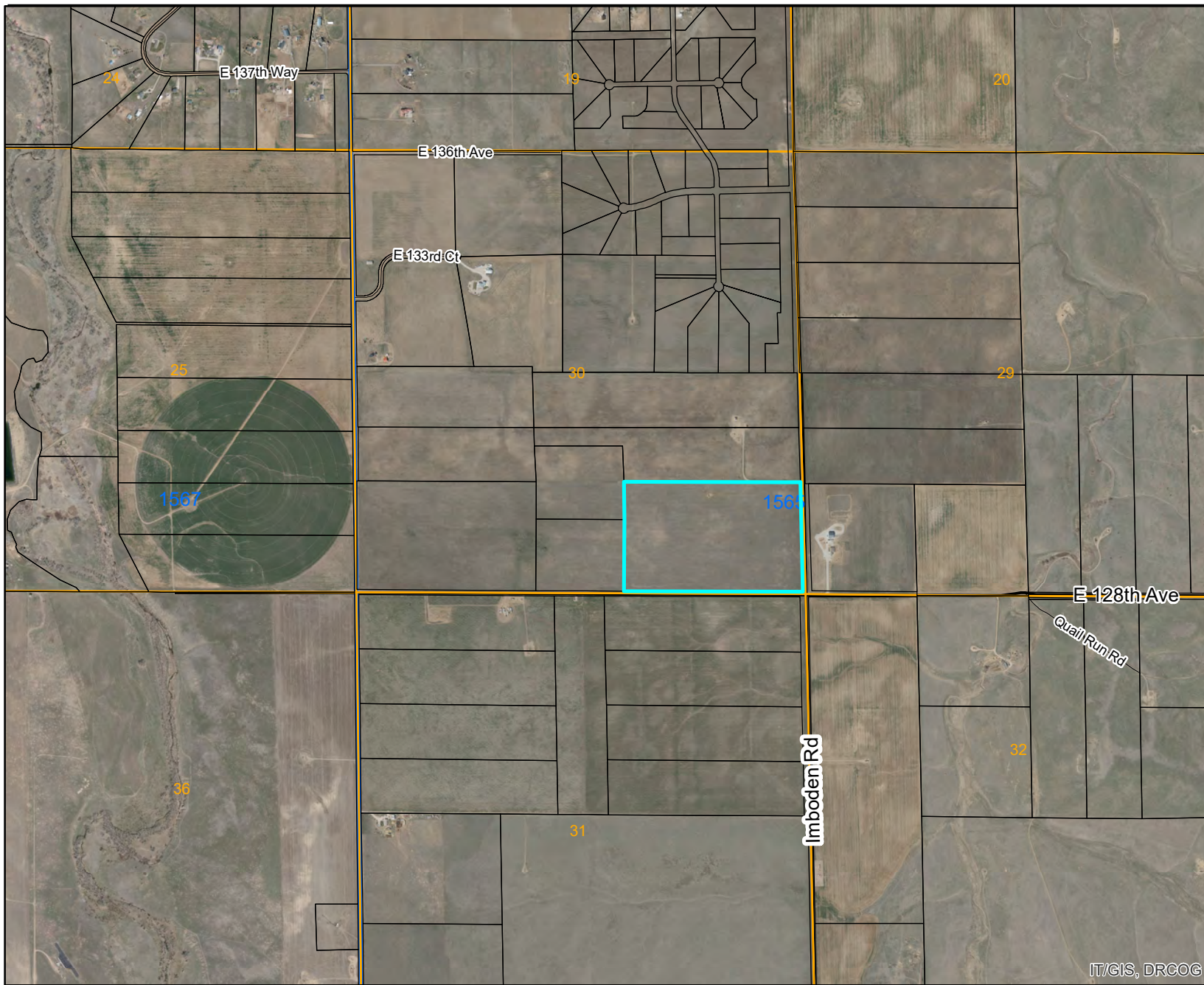
Responding without Concerns:

Adams County Treasurer
 Colorado Geological Survey
 Tri-County Health Department
 Xcel Energy

Notified but not Responding / Considered a Favorable Response:

Adams 12 Five Star Schools
 Adams County Assessor
 Adams County Sheriff
 Arvada Fire Department
 Berkley Neighborhood Association
 Berkeley Sanitation District
 Century Link
 CDNR-Division of Mining & Reclamation Safety
 CDNR-Division of Parks & Wildlife
 City of Arvada

City of Federal Heights
Comcast
Crestview Water & Sanitation District
Fisher Ditch Company
Goat Hill
Mapleton School District #1
Metro Wastewater Recovery
Mobile Gardens
North Lincoln Water & Sanitations District
North Washington Water & Sanitation District
Northridge Estates at Gold Run
Pecos Logistics Park Metro District
Perl Mack Neighborhood Group
Pomponio Terrace Metro District
Shaw Heights Water District
The TOD Group
Union Pacific Railroad
U.S. Environmental Protection Agency
U.S. Post Office
Welby Citizen Group
Westminster School District #50



Legend

- Railroad
- Major Water
- Zoning Line
- Sections

Zoning Districts

- A-1
- A-2
- A-3
- R-E
- R-1-A
- R-1-C
- R-2
- R-3
- R-4
- M-H
- C-0
- C-1
- C-2
- C-3
- C-4
- C-5
- I-1
- I-2
- I-3
- CO
- PL
- AV
- DIA
- P-U-D
- P-U-D(P)
- Conditions

IT/GIS, DRCOG

PLT2021-00012; Lefor Major Subdivision Preliminary Plat

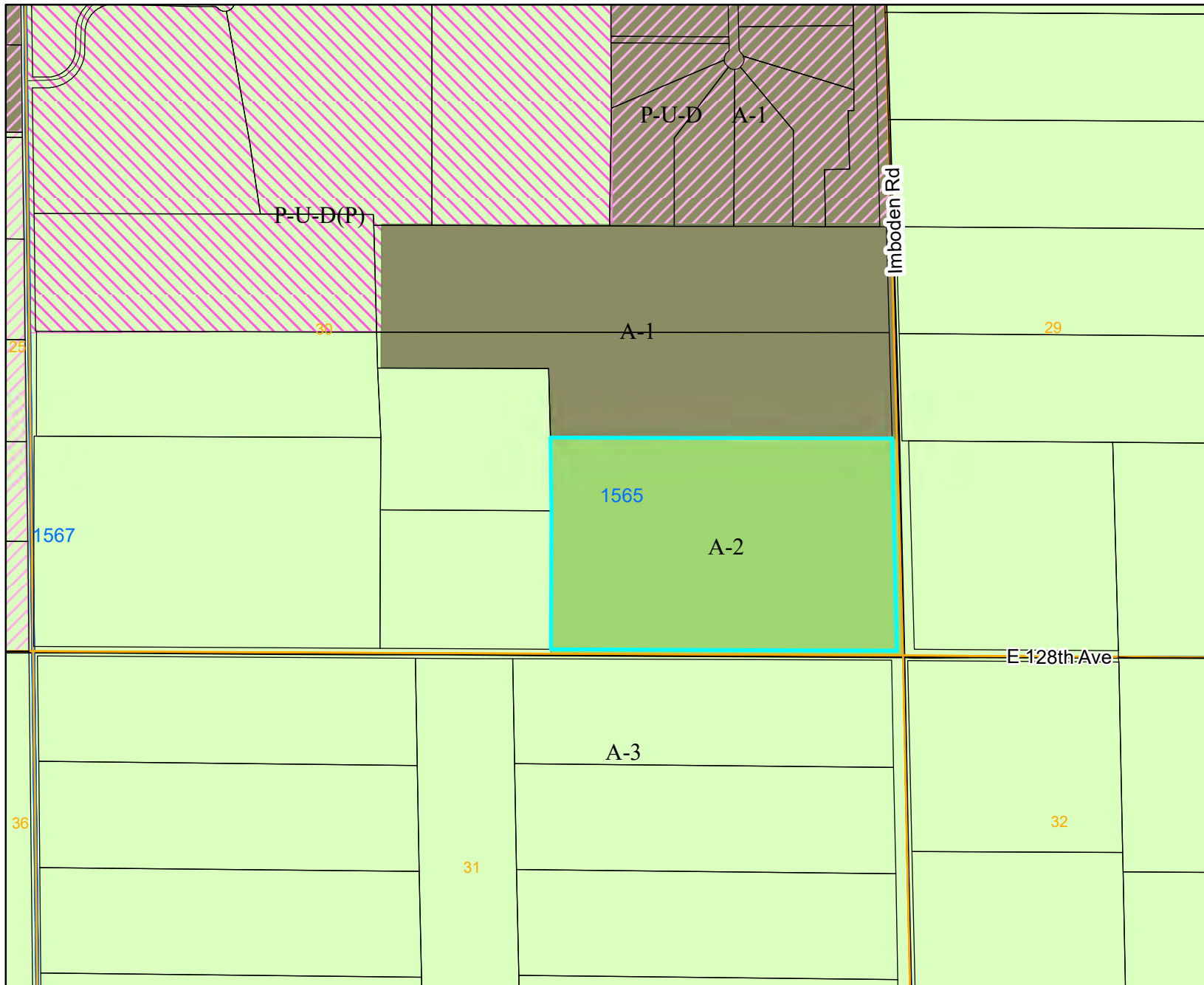
Aerial Map

































For display purposes only.



This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy



Legend

-  Railroad
-  Major Water
-  Zoning Line
-  Sections
- Zoning Districts**
-  A-1
-  A-2
-  A-3
-  R-E
-  R-1-A
-  R-1-C
-  R-2
-  R-3
-  R-4
-  M-H
-  C-0
-  C-1
-  C-2
-  C-3
-  C-4
-  C-5
-  I-1
-  I-2
-  I-3
-  CO
-  PL
-  AV
-  DIA
-  P-U-D
-  P-U-D(P)
-  Conditions

PLT2021-00012' Lefor Major Subdivision Preliminary Plat

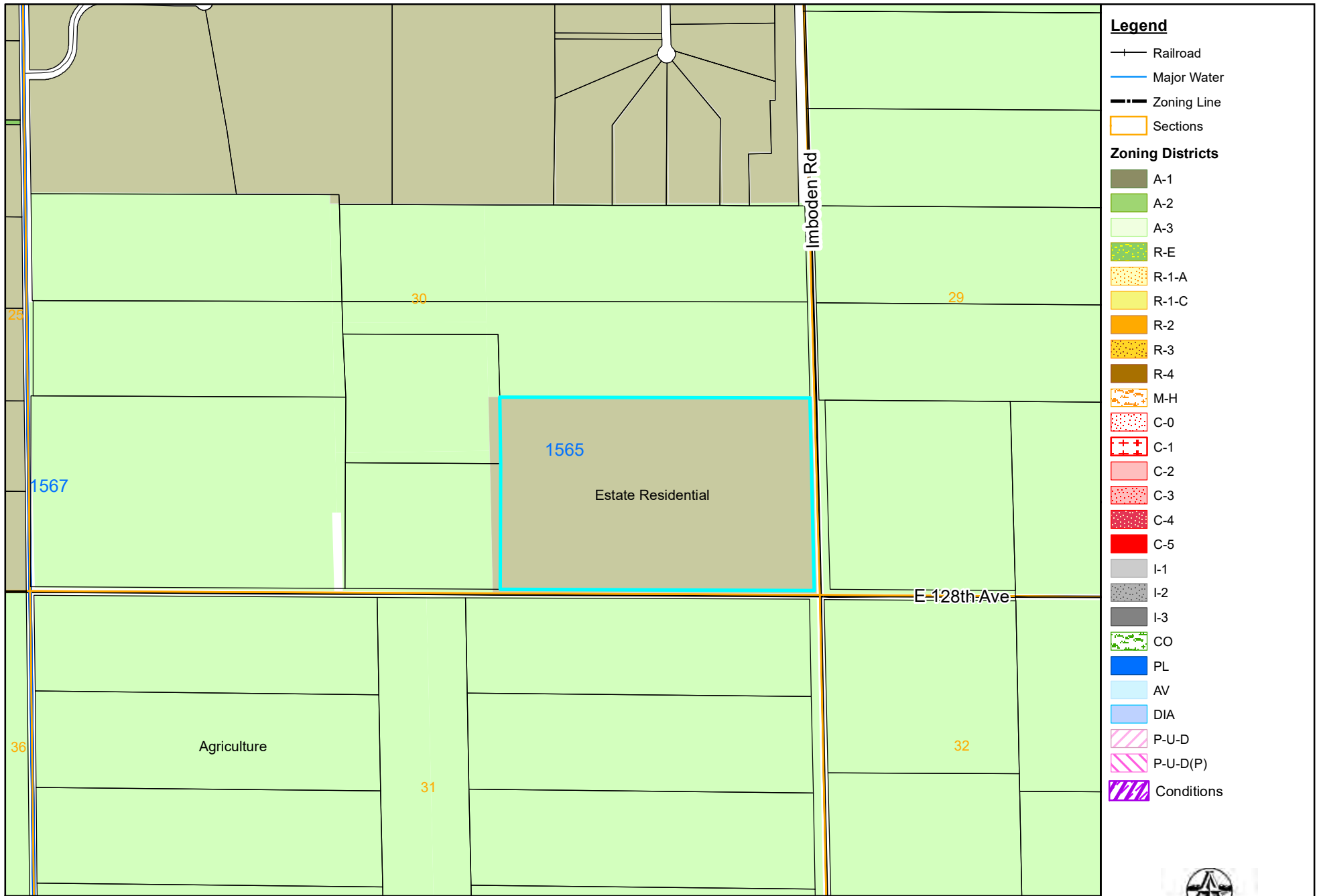
Current Zoning



For display purposes only.



This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy



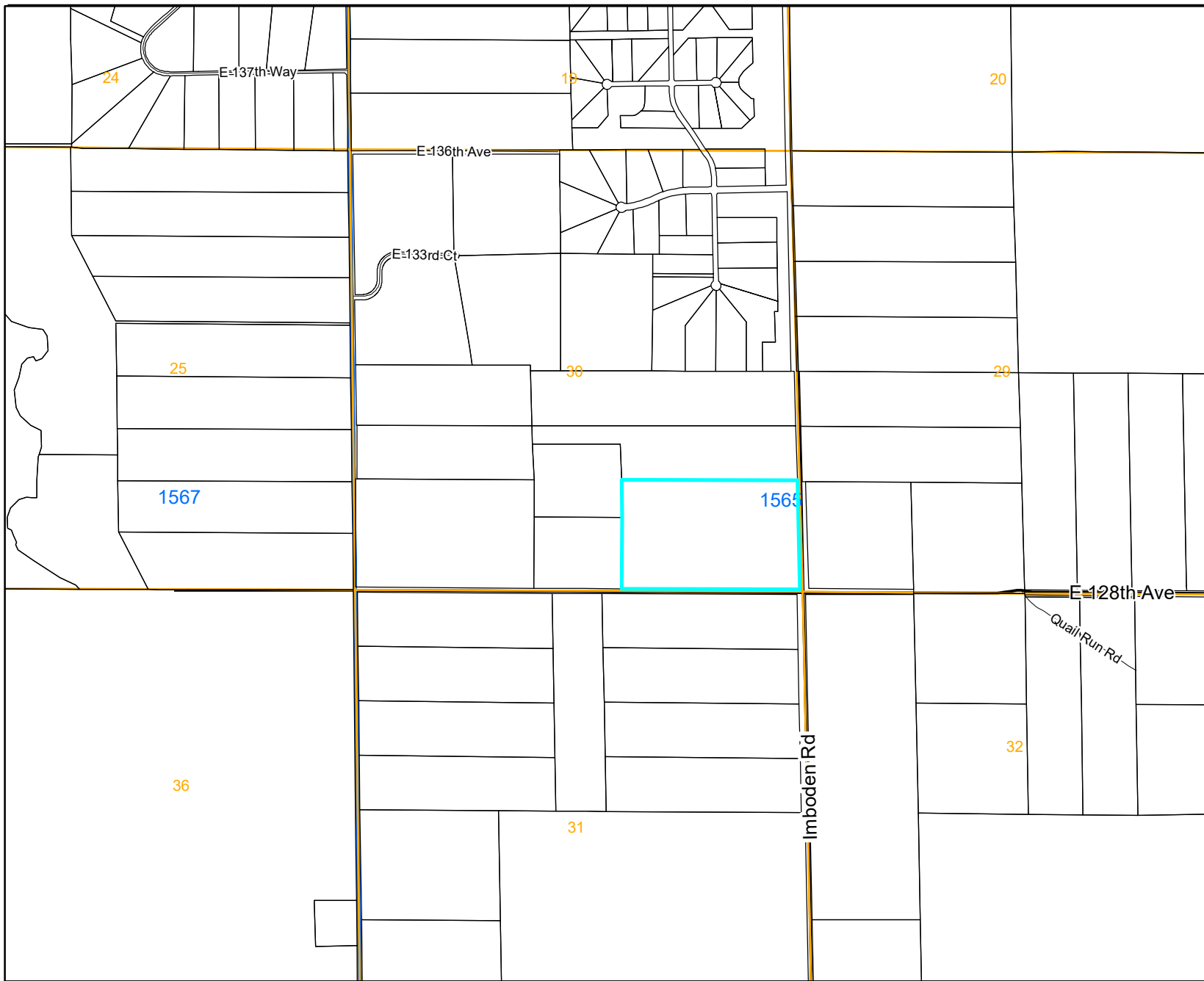
- Legend**
- +— Railroad
 - Major Water
 - Zoning Line
 - Sections
- Zoning Districts**
- A-1
 - A-2
 - A-3
 - R-E
 - R-1-A
 - R-1-C
 - R-2
 - R-3
 - R-4
 - M-H
 - C-0
 - C-1
 - C-2
 - C-3
 - C-4
 - C-5
 - I-1
 - I-2
 - I-3
 - CO
 - PL
 - AV
 - DIA
 - P-U-D
 - P-U-D(P)
 - Conditions

PLT2021-00012' Lefor Major Subdivision Preliminary Plat
Future Land Use





N

 For display purposes only.

ADAMS COUNTY
 COLORADO
 This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy



Legend

-  Railroad
-  Major Water
-  Zoning Line
-  Sections

PLT2021-00012; Lefor Major Subdivision Preliminary Plat

Simple Map



For display purposes only.



This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy

Project Explanation (#3 Major Subdivision):

The goal is to subdivide a sixty-five acre parcel, owned by Christopher and Denise Lefor, into three separate parcels or lots. The three lots are to be for family members Amber, her mother and father (Christopher and Denise), and her brother Ben Lefor. Each member would ultimately like to have the opportunity to build a single family home to keep the family close. The family would like to subdivide the 65 acre parcel into one A3 lot at 35 acres for Dad/Mom, and the other two lots rezoned to A2 just 13.5 acres, all for residential single family home construction. Potentially totaling three homes.

Amber is has taken the lead on pursuing this subdivision for her family. Due to the rising cost of land and housing in Colorado, the opportunity her parents offered was one she can afford. She plans to build herself a ranch style home approximately 1800 square feet with attached two car garage. Her house will be on an approved septic system once approved for construction. The home will also have a well for water and propane to heat. The intent is to leave natural vegetation and keep her horses on the land.

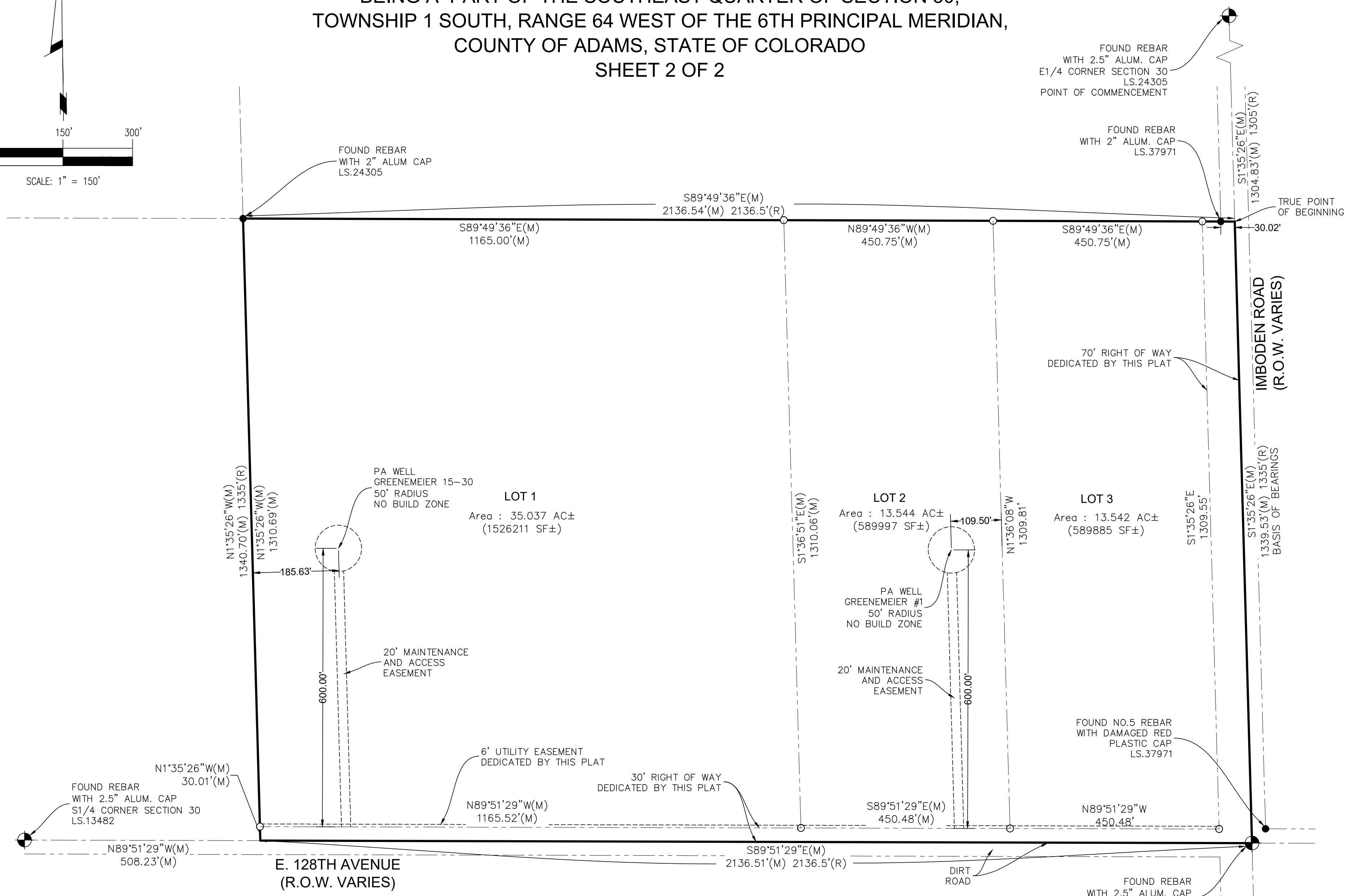
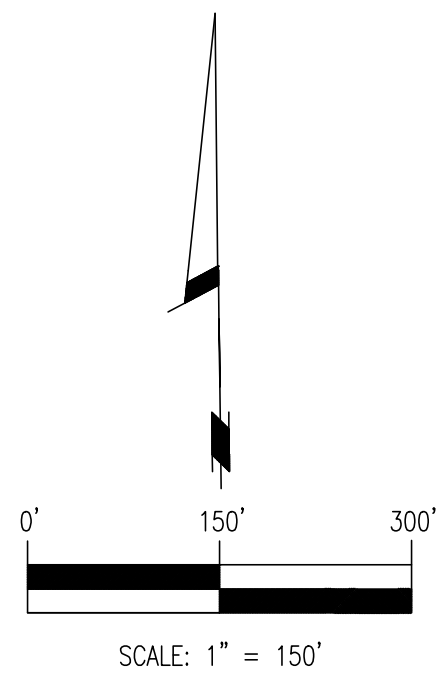
Amber intends to start necessary testing for septic and well as soon as approval is met for subdividing the property. Engineering and final home plans will begin once approved for subdivision.

We have spoken with Tri-county for well and septic. Tri-County does no longer issues "will-serve" letters until property meets approval for home construction.

LEFOR SUBDIVISION

BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 30,
TOWNSHIP 1 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF ADAMS, STATE OF COLORADO
SHEET 2 OF 2

CASE NUMBER:
PLT2021-00012



LEGEND

	= SET NO.5x18" REBAR W/PLASTIC CAP LS# 36070
	= FOUND MONUMENT AS NOTED
	= FOUND PLSS MONUMENT AS NOTED
(R)	= RECORD INFORMATION
(M)	= MEASURED
	= PROPERTY LINE
	= LOT LINE
	= PROPOSED LOT LINE
	= PLSS SECTION LINE

4	4/6/2022		JOB NUMBER
3	12/17/2021		20012302
2	11/5/2021		DRAWN BY: F. CHAVEZ
1	6/28/2021		
0	4/12/2020	Development and Support Solutions	992 S. 4TH ST. STE 100/266, BRIGHTON, CO 80601 - 303.589.4419
NO.	DATE		
REVISION			



Development Review Team Comments- 1st Review

Date: June 24, 2021

Project Number: PLT2021-00012

Project Name: Lefor Major Subdivision Preliminary Plat

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.

Your RCC meeting will be held on **Tuesday, June 29th 2021 from 2:00 p.m. to 2:45 p.m.**

Commenting Division: Development Services, Planning

Name of Reviewer: Layla Bajelan, Planner II- Long Range Planning

Email: LBajelan@adcogov.org / 720-523-6863

Resubmittal Required

PLN01: Request

Major Subdivision Preliminary Plat to create three lots on approximately 65 acres.

PLN02: Site Characteristics

Recent rezone and comp plan amendment changed the zoning to A-2 and the future land use to Estate Residential.

Parcel Size: 65.6 acres

PLN03: A-2 Zone District

Minimum lot size: 10 acres

Minimum lot width: 425 feet

- In this review, all three proposed lots appear to meet the minimum requirements for A-2.

PLN04: Referral Comments

1. The Department of Water Resources is requesting a Water Supply Plan to document that water supply is sufficient for three parcels. The County will require that the DWR state there is sufficient water supply before approval.

2. It does appear that taxes may be late. If already paid, please disregard. All taxes must be paid prior to public hearing.

PLN05: Criteria of Approval

2-02-19-03-05 CRITERIA FOR APPROVAL

The Planning Commission, in making their recommendation, and the Board of County Commissioners, in approving a preliminary plat, shall find:

1. The preliminary plat is consistent with the Adams County Comprehensive Plan and any available area plan.
2. The preliminary plat is consistent with the purposes of these standards and regulations.
3. The preliminary plat is in conformance with the subdivision design standards and any approved sketch plan.
4. The applicant has provided evidence that a sufficient water supply has been acquired in terms of quantity, quality, and dependability for the type of subdivision proposed, as determined in accordance with the standards set forth in the water supply standards.
5. The applicant has provided evidence that a public sewage disposal system has been established and, if other methods of sewage disposal are proposed, adequate evidence indicating that such system complies with state and local laws and regulations.
6. The applicant has provided evidence to show all areas of the proposed subdivision, which may involve soil or topographical conditions presenting hazards or requiring special precautions, have been identified by the applicant and the proposed uses of these areas are compatible with such conditions.
7. The applicant has provided evidence that adequate drainage improvements comply with these standards and regulations.
8. The overall density of development within the proposed subdivision conforms to the zone district density allowances.
9. The proposed subdivision is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County. The proposed subdivision has established an adequate level of compatibility by:
 - a. Incorporating natural physical features into the development design and providing sufficient open spaces considering the type and intensity of use;
 - b. Incorporating site planning techniques to foster the implementation of the County's plans, and encourage a land use pattern to support a balanced transportation system, including auto, bike and pedestrian traffic, public or mass transit, and the cost effective delivery of other services consistent with adopted plans, policies and regulations of the County;
 - c. Incorporating physical design features in the subdivision to provide a transition between the project and adjacent land uses through the provision of an attractive entryway, edges along public streets, architectural design, and appropriate height and bulk restrictions on structures;
 - d. Incorporating identified environmentally sensitive areas, including but not limited to, wetlands and wildlife corridors, into the project design; and

- e. Incorporating public facilities or infrastructure, or cash-in-lieu, reasonably related to the proposed subdivision so the proposed subdivision will not negatively impact the levels of service of the County services and facilities.

Commenting Division: Development Services, Right-of-Way Agent

Name of Review: David Dittmer

Email: DDittmer@adcogov.org / 720-523-6811

Resubmittal Required

ROW1: Add "Dedication and Ownership Statement" header

ROW2: Need to provide ownership information by deed reference in the ownership statement

ROW3: Vicinity Map to be within a 2 or 3 mile radius

ROW4: Add Case number to the top right-hand corner of all sheets

ROW5: Need to revise the acknowledgement for the owners: THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, BY CHRISTOPHER LEFOR AND DENISE LEFOR AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP

ROW6: Need to add the signature blocks for the Adams County Planning Commission and Board of County Commissioners:

PLANNING COMMISSION APPROVAL

APPROVED BY THE ADAMS COUNTY PLANNING COMMISSION THIS _____ DAY OF _____ A.D. 2021.

CHAIR

BOARD OF COUNTY COMMISSIONERS

APPROVED BY THE ADAMS COUNTY BOARD OF COUNTY COMMISSIONERS THIS _____ DAY OF _____ A.D. 2021.

CHAIR

ROW7: Remove note concerning Storm Water Drainage Facilities as there won't be any.

ROW8: Number the notes

ROW9: Need to add Notice to Perspective Buyers as to the existence of plugged and abandoned oil and gas wells affecting the lots

ROW10: Provide illustration of location of public utility easements as provided in notes on sheet 2

ROW11: If the 30' shown along the section line is to be dedicated to Adams County, need to note as such on Sheet 2: Right-of-Way dedicated by this plat. It needs to be delineated from the dedication along Imboden Road.

ROW12: Need to verify by surveyor the necessary half right-of-way width of 70' from the centerline of Imboden Road, and any difference between the 70' and existing will need to be dedicated to Adams County by previous example.

ROW13: If intent is to use the 30' of dedicated right-of-way along the north side of the section line shown as E. 128th, and don't want to build it out to County Standards, the Fire Department construction guidelines must be used. However, a Private Road Maintenance Agreement will need to be entered into with the County, as the County will not maintain or plow the road.

ROW14: Remove "PRELIMINARY" from the Plat sheets.

ROW15: Due to the plugged and abandoned oil and gas wells on the subject lands, need to comply with Adams County requirements in Chapter 4: 4-11-02-03-03-5 and provide the following on the plat:

- 1) Location of well head and dimensions to same from property lines
- 2) A 50' x 100' workover setback with the well centered in, or a 50' Radius provided as a "NO BUILD" area
- 3) A 20' access easement to the setback must be shown
- 4) Verify plaque has been set according to the Colorado Oil and Gas Conservation Commission (COGCC) has been set.
- 5) The plugging and abandonment document from the COGCC number needs to be provided on Sheet 2, along with recording the same and providing the recording information on Sheet 2 for both.

ROW16: Correct 128th Ave on Sheet 2 to E. 128th Ave.

ROW17: The owners signature block should be after the Dedication and Ownership Statement. The surveyor's Certificate should be followed by the Planning Commission and Board of County Commissioners, and then Clerk and Recorder's information, signature blocks.

ROW18: Need to provide signature acceptance of Road Maintenance on Plat; Who owns it, and how is to be maintained, and by whom.

ROW19: Need to add note as to title commitment by surveyor since one has been provided in the application packet, and is a necessary part of the whole.

ROW20: Review all redline comments provided on plat.

Commenting Division: Development Services, Engineering:

Name of Review: Greg Labrie, Senior Engineer

Email: GLabrie@adcogov.org / 720-523-6824

Resubmittal Required

ENG1: Final construction plans and reports for the required site improvements are due at time of final plat and they are required to be signed and stamped by a professional engineer. The design plans for the building and the building permit can be completed and submitted to Adams County staff after the subdivision and site improvements have been approved.

ENG2: The site improvements will include the installation and/or grading of road base material along 128th Avenue and the construction and/or repair of the roadside ditch along 128th Avenue.

Commenting Division: Environmental Programs Manager

Name of Review: Katie Keefe

Email: KKeefe@adcogov.org / 720-523-6986

Resubmittal Required

ENV1. There are two (2) plugged and abandoned oil and gas wells located on the subject parcel. Prior to submittal of a final plat or site-specific development plan, each plugged and abandoned well shall be located and surveyed. The plugged and abandoned well shall be permanently marked by a brass plaque set in concrete similar to a permanent benchmark to monument its existence and location. Such plaque shall contain all information required on a dry hole marker by the Colorado Oil and Gas Conservation Commission and the County.

ENV2. On every final plat or site specific development plan which contains a plugged and abandoned well, there shall be dedicated a well maintenance and workover setback depicted on the plat, the dimensions of which shall be not less than fifty feet in width and 100 feet in length. No structures shall be located within this setback. The plugged and abandoned well shall be located in the center of the setback. There shall be public access for ingress and egress to the setback of a width of not less than twenty feet. 4-11-02-03-05.2.c

ENV3. The Final Plat shall include the following notice to prospective buyers of the location of the oil and gas well and associated easements: "The owner shall disclose to prospective purchasers of lots within a radius of 200 feet of the plugged and abandoned well of (1) the location of the plugged and abandoned well, (2) the location of the maintenance and workover setback, and (3) the purpose for the well maintenance and workover setback."

ENV4. All known oil and gas well flow lines and/or easements shall be graphically depicted on the Final Plat.

Commenting Division: Building Safety Division, Chief Building Official

Name of Review: Justin Blair

Email. JBlair@adcogov.org / 720-523-6843

No Comment



Development Review Team Comments- 2nd Review

Date: October 8, 2021

Project Number: PLT2021-00012

Project Name: Lefor Major Subdivision Preliminary Plat

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

No Comment

Commenting Division: Development Services, Engineering:

Name of Reviewer: Greg Labrie, Senior Engineer

Email: GLabrie@adcogov.org / 720-523-6824

No Comment

Commenting Division: Environmental Programs Manager

Name of Reviewer: Katie Keefe

Email: KKeefe@adcogov.org / 720-523-6986

Resubmittal Required

ENV1. The plugged and abandoned well buffer of 50-ft radius as delineated on the plat does not comply with the County's development standards and regulations as clearly stated and provided to the applicant within staff's first submittal comments.

ENV2. In accordance with ACDSR section 4-11-02-03-03-5-2.c there shall be dedicated a well maintenance and workover setback depicted on the plat, the dimensions of which shall be not less than fifty feet in width and 100 feet in length. No structures shall be located within this setback. The plugged and abandoned well shall be located in the center of the setback.

ENV3. The Final Plat shall include the following notice to prospective buyers of the location of the oil and gas well and associated easements: "The owner shall disclose to prospective purchasers of lots within a radius of 200 feet of the plugged and abandoned well of (1) the location of the plugged and abandoned well, (2) the location of the maintenance and workover setback, and (3) the purpose for the well maintenance and workover setback."

Commenting Division: Development Services, Right-of-Way Agent

Name of Review: David Dittmer

Email: DDittmer@adcogov.org / 720-523-6811

Resubmittal Required

ROW1: Need to add year to Notary Affirmation

ROW2: Cannot record Final Plat with blanks. Have surveyor complete their statement.

ROW3: Need Flood Plain or MS4 note

ROW4: Notice to Prospective Buyers note due to plugged and abandoned oil and gas wells. See plat note



Development Review Team Comments

Date: 12/10/2021

Project Number: PLT2021-00012

Project Name: Lefor Major Subdivision Preliminary Plat

Commenting Division: Plan Coordination 3rd Review

Name of Reviewer: Layla Bajelan

Date: 12/10/2021

Email:

Resubmittal Required

Commenting Division: Planner Review 3rd Review

Name of Reviewer: Layla Bajelan

Date: 12/10/2021

Email:

Complete

PLN01: No further planning comments.

PLN02: Further information is needed from the Division of Water Resources to determine water rights.

Commenting Division: Environmental Analyst Review 3rd Review

Name of Reviewer: Katie Keefe

Date: 12/09/2021

Email:

Resubmittal Required

ENV1. The applicant has still not correctly delineated the required oil and gas well setback on the residential plat, which Staff clearly provided in both the first and second submittal review comments. The applicant has neither responded to such comments nor amended the preliminary plat documents to properly comply with those regulations

ENV2. The plugged and abandoned well buffer of 50-ft radius as delineated on the plat still does not comply with the County's regulations for residential development as Staff noted in the first submittal comments.

ENV3. In accordance with ACDSR section 4-11-02-03-5-2.c there shall be dedicated a well maintenance and workover setback depicted on the plat, the dimensions of which shall be not less than fifty feet in width and 100 feet in length. No structures shall be located within this setback. The plugged and abandoned well shall be located in the center of the setback.

ENV4. The plat shall include the following notice to prospective buyers of the location of the oil and gas well and associated easements: "The owner shall disclose to prospective purchasers of lots within a radius of 200 feet of the plugged and abandoned well of (1) the location of the plugged and abandoned well, (2) the location of the maintenance and workover setback, and (3) the purpose for the well maintenance and workover setback."

Commenting Division: ROW Review 3rd Review

Name of Reviewer: David Dittmer

Date: 12/01/2021

Email:

Resubmittal Required

ROW1: Need to use boundary line/property line weight on Sheet two as currently owned and should include area of right-of-way dedications.

ROW2: Need to correct plat to match legal call and distance for west property/lot line of Lot 1.

ROW3: Need to provide year in Notary Affirmation

ROW4: Sheet 1 needs to include Flood Plain Note and note to prospective buyers of the existence of the plugged and abandoned wells affecting the lands.

ROW5: Use Lot Line line weight designation for interior lots and not the property boundary line.

ROW6: Lift survey calls and distances on Sheet 2 to allow the easements to continue across

ROW7: Need to provide a 20' wide access easement to the 50' radius workover rig setback locations.

ROW8: See comments on sheets uploaded to case file.



Development Review Team Comments

Date: 1/11/2022

Project Number: PLT2021-00012

Project Name: Lefor Major Subdivision Preliminary Plat

Commenting Division: ROW Review 4th Review

Name of Reviewer: David Dittmer

Date: 01/07/2022

Email:

Resubmittal Required

ROW1: Revise all year dating on Acceptance Blocks and Notary Affirmation

ROW2: Should the legal description state that the Southern boundary line is the Section Line?

ROW3: There are no BLOCKS provided on the plat and need to remove this statement

ROW4: Need to add Acceptance Block for the County Attorney's office.

ROW5: Title should not contain any abbreviations as to Section/Quarter Section (Southeast Quarter of)

Commenting Division: Planner Review 4th Review

Name of Reviewer: Layla Bajelan

Date: 01/06/2022

Email:

Resubmittal Required

PLN01: No further planning comments.

PLN02: Further information is needed from the Division of Water Resources to determine water rights.

From: [Lisa Culpepper](#)
To: [Layla Bajelan](#)
Subject: RE: Request for Comments- PLT2021-00012; Lefor Major Subdivision Preliminary Plat
Date: Thursday, May 27, 2021 6:38:36 PM
Attachments: [image002.png](#)
[image003.png](#)

Unfortunately, on this one, the taxes for the identified parcel are late – they were due 04/30/2021, but remain outstanding.

Very truly yours,

LISA L. CULPEPPER, JD
TREASURER & PUBLIC TRUSTEE

“Doing only that which the law requires is barely doing the minimum. Do more.”

PLEASE NOTE: I'm not at my desk for much of the day due to operational requirements in other areas of the office and building. IF I DO NOT RESPOND WITHIN TWO (2) HOURS, PLEASE CALL THE OFFICE. THANK YOU!

Adams County Treasurer & Public Trustee
4430 S. Adams County Pkwy.
Brighton, CO 80601
Direct: 720.523.6162 | Office: 720-523-6160
www.adcotax.com
Mon. – Fri. 7am-5pm



Adams County Mission

To responsibly serve the Adams County Community with integrity and innovation.

From: Layla Bajelan <LBajelan@adcogov.org>
Sent: Thursday, May 27, 2021 3:38 PM
To: Layla Bajelan <LBajelan@adcogov.org>
Subject: Request for Comments- PLT2021-00012; Lefor Major Subdivision Preliminary Plat

Request for Comments

Case Name: Lefor Major Subdivision Preliminary Plat
Case Number: PLT2021-00012

May 27th, 2021

The Adams County Planning Commission is requesting comments on the following application: Major Subdivision Preliminary Plat to create three lots on approximately 65 acres. This request is located at the northwest corner of Imboden and E. 128th Avenue. The Assessor's Parcel Number is

COLORADO GEOLOGICAL SURVEY

1801 Moly Road
Golden, Colorado 80401



Karen Berry
State Geologist

June 17, 2021

Layla Bajelan
Adams County Community & Economic Development
LBajelan@adccgov.org

Location:
SE Section 30,
T1S, R64W, 6th P.M.
39.9298, -104.5873

Subject: Lefor Major Subdivision Preliminary Plat PLT2021-00012
Adams County, CO; CGS Unique No. AD-21-0007-2

Dear Ms. Bajelan:

Colorado Geological Survey has reviewed the Lefor Major Subdivision Preliminary Plat (PLT2021-00012) referral, for three residential/ag lots on 65 acres located immediately northwest of Imboden Road and 128th Ave.

CGS reviewed this project on 11/24/2020 at comprehensive plan amendment and rezone (PRC2020-00011). The currently proposed plat is consistent with the comp plan amendment and rezoning plans. Our previous comments therefore remain valid.

The site does not contain steep slopes, is not undermined, is located within an "Area of Minimal Flood Hazard," and no geologic hazards or unusual geotechnical constraints are known to be present that would preclude the proposed residential use and density. **CGS therefore has no objection to approval of PLT2021-00012.**

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, Horse Creek Quadrangle, 1974), the subject property does not contain a mapped aggregate resource.

Collapsible and expansive soils. The site is underlain by relatively low density, low strength, wind-deposited silt, clay and fine sand. Some of the soils are calcareous. Wind deposits, 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 volume changes (shrink-swell) in response to changes in water content. Claystone, carbonaceous shale and lignite of the Dawson arkose are present at unknown depth beneath the surficial soils. If claystone or shale layers capable of producing high swell pressures are present within a few feet of foundation bearing depths, they can cause significant structural damage if not properly characterized and mitigated. Lignite is a relatively soft, low-strength material present as layers and discontinuous lenses within the Dawson, and is unsuitable as a foundation bearing material.

Lot-specific geotechnical investigations consisting of drilling, sampling, lab testing and analysis will be needed, once building locations have been identified, to: determine the thickness and extent to which the soils beneath proposed structures 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 corrosivity; 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

Layla Bajelan
June 17, 2021
Page 2 of 2

provide earthwork, foundation, floor system, subsurface drainage, and pavement recommendations for design. It is imperative that grading, surface drainage, and subsurface drainage are correctly designed, constructed and maintained to prevent wetting of potentially collapsible and expansive 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 further review, please call me at (303) 384-2643, or e-mail carlson@mines.edu.

Sincerely,

Jill Carlson, C.E.G.
Engineering Geologist

A handwritten signature in black ink, appearing to read "Jill Carlson", written over the typed name.



June 15, 2021

Layla Bajelan
Adams County Community & Economic Development Department
Transmitted via email:
LBajelan@adcogov.org

RE: Lefor Subdivision
Case no. PLT2021-00012
Part of the SE ¼ of Sec. 30, T1S, R64W, 6th P.M.
Water Division 1, Water District 1

Dear Lelay Bajelan,

We have reviewed the information submitted on May 27, 2021 for the referral concerning the above referenced proposal to subdivide 65 acres into three lots. This office previously responded to the proposed subdivision in a letter dated November 30, 2020, this letter supersedes the previous letter.

Water Supply Demand

A Water Supply Information Summary Sheet was not submitted; therefore, the water supply demand for this subdivision is unknown.

Source of Water Supply

The proposed water source for the property is water wells. The application did not specify the aquifer into which the proposed wells will be constructed or show that there is adequate water in that source to satisfy the demands of the lots.

State Engineer's Office Opinion

Pursuant to Section 30-28-136(1)(h)(I), C.R.S., the State Engineer's Office has not received enough information to render an opinion regarding the adequacy of the proposed water supply. Prior to further review of the subdivision water supply plan the following information is required:

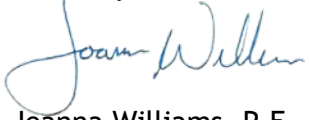
1. A water supply plan that clearly defines the proposed subdivision's water demand and proposed source of water supply for each lot in the subdivision. See the attached March 16, 2005 memorandum for additional information regarding the information that needs to be included in the subdivision water supply plan.

Should you, or the Applicant, have any questions please contact Ailis Thyne in this office at 303-866-3581 x8216.



Lefor Subdivision
June 15, 2021
Page 2 of 2

Sincerely,

A handwritten signature in blue ink that reads "Joanna Williams". The signature is written in a cursive style with a large initial "J" and "W".

Joanna Williams, P.E.
Water Resource Engineer

Ec: File for subdivision no. 27432



October 12, 2021

Layla Bajelan
Adams County Community & Economic Development Department
Transmitted via email:
LBajelan@adcogov.org

RE: Lefor Subdivision
Case no. PLT2021-00012
Part of the SE ¼ of Sec. 30, T1S, R64W, 6th P.M.
Water Division 1, Water District 1

Dear Lelay Bajelan,

We have reviewed the additional information submitted on September 17, 2021 for the referral concerning the above referenced proposal to subdivide 65 acres into three lots, one approximately 35.037 acre lot and two approximately 13 acre lots. This office previously responded to the proposed subdivision in a letter dated November 30, 2020 and June 15, 2021, this letter supersedes the previous letters.

Water Supply Demand

According to the letter dated August 31, 2021 by Eric Trout (“Water Supply Letter”), the proposed water demand for the two 13 acre lots is 0.65 acre-feet/year per lot for a 200 year pumping period, for a total demand of 1.3 acre-feet/year 260 acre-feet total. The proposed water demand for the 35.037 acre lot is unknown.

Source of Water Supply

The proposed water source for the property are wells to be constructed in the not-nontributary Denver Aquifer. The proposed water source for the 35.037 acre lot is a future well to be constructed in the Denver aquifer and operate pursuant to section 37-92-602(3)(b)(II)(A). Section 37-92-602(3)(b)(III), C.R.S., requires that the cumulative effect of all wells in a subdivision be considered when evaluating material injury to decreed water rights. Therefore, a proposed exempt well cannot be used within the subdivision. The proposed uses of the proposed well must be specified and the applicant must demonstrate that a court approved augmentation plan has been obtained for the proposed well.

The proposed water source for the two 13 acre lots are on lot wells to be constructed in the not-nontributary Denver aquifer and operate pursuant to the pending augmentation plan in Division 1 Water Court Case no. 21CW3157 for the withdrawal of 0.65 acre-feet/year per lot for 200 years to be used for in-house use, irrigation of 6,000 square-feet of home lawn and garden and the watering of four domestic animals.

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 appropriable for the proposed subdivision. The dynamic analysis shall evaluate whether the appropriable 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 Applicant’s water supply plan does not state how they will satisfy the county’s 300 year allocation approach.

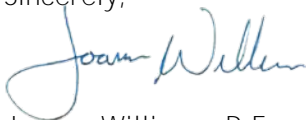
State Engineer’s Office Opinion

Pursuant to Section 30-28-136(1)(h)(l), C.R.S., the State Engineer's Office has not received enough information to render an opinion regarding the adequacy of the proposed water supply. Prior to further review of the subdivision water supply plan the following information is required:

1. A water supply plan that clearly defines the proposed water demand and legal source of water supply for the 35.037 acre lot. Should the proposed water supply be a well in to be constructed into the not-nontributary Denver aquifer in the future a court approved augmentation plan must be obtained for the proposed well.
2. A water supply plan that satisfies the County’s 300 year allocation approach.
3. Evidence that the pending augmentation plan in Division 1 Water Court case no. 21CW3157 has been approved by the water court.

Should you, or the Applicant, have any questions please contact Ailis Thyne in this office at 303-866-3581 x8216.

Sincerely,



Joanna Williams, P.E.
Water Resource Engineer

Ec: File for subdivision no. 27432

From: [Williams - DNR, Joanna](#)
To: [Layla Bajelan](#)
Subject: Re: FW: PLT2021-00012; Lefor Major Subdivision Preliminary Plat-2nd Submittal
Date: Monday, December 6, 2021 5:26:43 AM
Attachments: [image007.png](#)

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

Good Morning Layla,

In order to properly evaluate the submitted information the decree in pending case no. 21CW3157 would need to be approved by the water court. According to the court records the application was originally filed on August 31, 2021 and the application is still pending. Therefore we request that this water supply plan be re-referred to our office for comments once that decree has been approved. Please contact me if you have questions.

Regards,

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

On Fri, Dec 3, 2021 at 5:10 PM Layla Bajelan <LBajelan@adcogov.org> wrote:

Hi Joanna,

I received a bounce back from Ailis. Would you be able to help pass this to the correct person?

Thanks,



[Layla Bajelan](#)

Long Range Planner II, *Community and Economic Development*

ADAMS COUNTY, COLORADO



May 12, 2022

Layla Bajelan
Adams County Community & Economic Development Department
Transmitted via email:
LBajelan@adcogov.org

RE: Lefor Subdivision
Case no. PLT2021-00012
Part of the SE ¼ of Sec. 30, T1S, R64W, 6th P.M.
Water Division 1, Water District 1

Dear Lelay Bajelan,

We have reviewed the additional information submitted on April 21, 2022 and May 5, 2022 for the referral concerning the above referenced proposal to subdivide 65 acres into three lots, one approximately 35.037 acre lot and two approximately 13 acre lots. This office previously responded to the proposed subdivision in a letter dated November 30, 2020, June 15, 2021 and October 11, 2021, this letter supersedes the previous letters.

Water Supply Demand

According to the correspondence dated May 5, 2022 with the county and applicant, the proposed water demand and uses are the same as allowed by the approved augmentation plan in Division 1 Water Court case no. 2021CW3157.

Source of Water Supply

The proposed source of water is individual on-lot wells producing from the not-nontributary Denver aquifer that will operate pursuant to the decree and plan for augmentation in case no. 2021CW3157. The plan for augmentation decreed in case no. 2021CW3157 allows for an average diversion of 1.5 acre-feet annually for a maximum of 300 years. The augmentation allows the groundwater to be used to serve three (3) individual wells, each to serve one (1) single-family residence, irrigation, including lawn, garden and trees of up to 3,000 square-feet and the watering of up to 4 large domestic animals.

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 37-90-137(4)(b)(I), **C.R.S., "Permits issued pursuant to this subsection (4) shall allow withdrawals on the basis of an aquifer life of one hundred years."** Based on this allocation approach, the annual amounts of water decreed in 2021CW3157 are equal to one percent of the total amount, as determined by rules 8.A and 8.B of the Statewide Nontributary Ground Water Rules, 2 CCR 402-7. Therefore, the water may be withdrawn in those annual amounts for a maximum of 100 years.

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 appropriable for the proposed subdivision. The dynamic analysis shall evaluate whether the appropriable 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 augmentation plan allows an average annual amount of withdrawal of 1.5 acre-feet/year for 300 years, which is the same as the annual demand for this subdivision. 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 appropriable 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 (Christopher and Denise Lefor), must include evidence that the applicant has acquired the right to the portion of water being requested on the application.

State Engineer’s Office Opinion

Based upon the above and pursuant to Section 30-28-136(1)(h)(l), C.R.S., 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 is the same as 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:

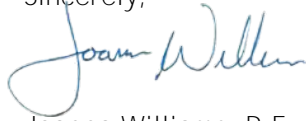
The Division 1 Water Court has retained jurisdiction over the final amount of water available pursuant to the above-referenced decree, pending actual geophysical data from the aquifer.

The amounts of water in the Denver Basin aquifer, and identified in this letter, are calculated based on estimated current aquifer conditions. The source of water is from a non-renewable aquifer, the allocations of which are based on a 100 year aquifer life. 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 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.

Lefor Subdivision
May 12, 2022
Page 3 of 3

Should you, or the Applicant, have any questions please contact Ailis Thyne in this office at 303-866-3581 x8216.

Sincerely,

A handwritten signature in blue ink that reads "Joanna Williams". The signature is written in a cursive style with a large initial "J" and "W".

Joanna Williams, P.E.
Water Resource Engineer

Ec: File for subdivision no. 27432



June 10, 2021

Layla Bajelan
Adams County Community and Economic Development
4430 South Adams County Parkway, Suite W2000A
Brighton, CO 80601

RE: Lefor Major Subdivision Preliminary Plat, PLT2021-00012
TCHD Case No. 7014

Dear Ms. Bajelan,

Thank you for the opportunity to review and comment on the Preliminary Plat to create 3 lots, 13.5, 13.5, and 35 acres for the construction of 3 homes, located at located at the northwest corner of Imboden Road and 128th Avenue. Tri-County Health Department (TCHD) staff previously reviewed the application for the rezoning and, in a letter dated November 12, 2020 responded with the comments included below. TCHD has no further comments.

On-Site Wastewater Treatment System (OWTS) – New or Expanded

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 properties being served by an OWTS provided that the system is permitted, inspected and operated in accordance with TCHD's current OWTS Regulation. Based on the applicant's description, a permit for the installation and final approval of the OWTS is required. In order to start the process, the applicant may contact our Commerce City office by phone at 303-288-6816 or in-person at 4201 E 72nd Avenue. More information is available at <http://www.tchd.org/269/Septic-Systems>.

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.

Lefor Subdivision

June 10, 2021

Page 2 of 2

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>.

Please feel free to contact me at 720-200-1575 or kboyer@tchd.org if you have any questions on TCHD's comments.

Sincerely,

A handwritten signature in cursive script, appearing to read 'K Boyer', followed by a horizontal line.

Kathy Boyer, REHS
Land Use and Built Environment Specialist III

cc: Sheila Lynch, Monte Deatrich, 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

June 16, 2021

Adams County Community and Economic Development Department
4430 South Adams County Parkway, 3rd Floor, Suite W3000
Brighton, CO 80601

Attn: Layla Bajelan

Re: Lefor Major Subdivision Preliminary Plat, Case # PLT2021-00012

Public Service Company of Colorado's Right of Way & Permits Referral Desk has reviewed the documentation for **Lefor Major Subdivision Preliminary Plat**. Should the project require any natural gas service, and PSCo is the provider, the property owner/developer/contractor must complete the application process via xcelenergy.com/InstallAndConnect.

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



Request for Comments

Case Name: Lefor Major Subdivision Preliminary Plat
Case Number: PLT2021-00012

May 26, 2021

The Adams County Planning Commission is requesting comments on the following application: **Major Subdivision Preliminary Plat to create three lots on approximately 65 acres.** This request is located at . The Assessor's Parcel Number is 0156500000086.

Applicant Information:

BEN BINKLEY
206 QUARI ST
ARVADA, CO 80011

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 06/16/2021 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
Planner II

BOARD OF COUNTY COMMISSIONERS

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DISTRICT 1

Charles "Chaz" Tedesco
DISTRICT 2

Emma Pinter
DISTRICT 3

Steve O'Dorisio
DISTRICT 4

Lynn Baca
DISTRICT 5



Public Hearing Notification

Case Name:	Lefor Major Subdivision Preliminary Plat
Case Number:	PLT2021-00012
Planning Commission Hearing Date:	07/14/2022 at 6:00 p.m.
Board of County Commissioners Hearing Date:	08/02/2022 at 9:30 a.m.

June 22, 2022

A public hearing has been set by the Adams County Planning Commission and the Board of County Commissioners to consider the following request:

Major Subdivision Preliminary Plat to create three lots on approximately 65 acres.

The Assessor's Parcel Number(s) 0156500000086

Applicant Information: BEN BINKLEY
206 QUARI ST
ARVADA, CO 80011

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/planning/currentcases.

Thank you for your review of this case.

Layla Bajelan, Senior Long Range Planner
Case Manager

BOARD OF COUNTY COMMISSIONERS

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DISTRICT 3

Steve O'Dorisio
DISTRICT 4

Lynn Baca
DISTRICT 5

PUBLICATION REQUEST

Case Name: Lefor Major Subdivision Preliminary Plat

Case Number: PLT2021-00012

Planning Commission Hearing Date: 07/14/2022 at 6:00 p.m.

Board of County Commissioners Hearing Date: 08/02/2022 at 9:30 a.m.

Case Manager: Layla Bajelan, Senior Long-Range Planner, LBajelan@adcogov.org 720.523.6863

Request: Major Subdivision Preliminary Plat to create three lots on approximately 65 acres.

Parcel Number (s): 0156500000086

Legal Description: SECT,TWN,RNG:30-1-64 DESC: BEG AT NE COR OF S2 SEC 30 TH S 1305 FT TO TRUE POB TH S 1335 FT TH W 2136/5 FT TH N 1335 FT TH E 2136/5 FT TO POB 65/60A

Applicant: Ben Binkley 206 Quari Street Arvada, Colorado 80011

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.



Referral Listing
Case Number PLT2021-00012
Lefor Major Subdivision Preliminary Plat

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 CSWB Neighborhood Services Division	Gail Moon 4430 S Adams County Pkwy Brighton CO 80601 720-523-6856 gmoon@adcogov.org

Agency

Contact Information

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	Gordon Stevens 4430 S Adams County Pkwy Brighton CO 80601 720-523-6965 gstevens@adcogov.org
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
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

Agency

Contact Information

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 303-384-2655
CGS_LUR@mines.edu

Colorado Geological Survey: CGS_LUR@mines.edu

Jill Carlson
Mail CHECK to Jill Carlson
303-384-2643 303-384-2655
CGS_LUR@mines.edu

COMCAST

JOE LOWE
8490 N UMATILLA ST
FEDERAL HEIGHTS CO 80260
303-603-5039

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

Public Service Company of Colorado (PSCo) dba Xcel Energy

--
1123 W 3rd Ave
Denver CO 80223
303.571.3306
bdrco@xcelenergy.com

United States Postal Service

Jason Eddleman
303-853-6025
Jason.G.Eddleman@usps.gov

CHASE THOMAS L AND
CHASE VENESSA L
11602 OAKLAND DR
COMMERCE CITY CO 80640-7626

GREENEMEIER WALTER KIRK
7074 E WARREN DR
DENVER CO 80224-2529

HOULIHAN JOHN J IV
29 HUNTWICK LN
ENGLEWOOD CO 80113-7112

IMBODEN 128 LLC
7979 E TUFTS AVE APT 1125
DENVER CO 80237-2843

LEFOR CHRISTOPHER AND
LEFOR DENISE
32651 E 137TH WAY
BRIGHTON CO 80603-8308

MCCORMICK CINDY AND
MCCORMICK RONALD
33400 E 133RD CT
HUDSON CO 80642-7655

MILLER NORMA LOUISE
13096 ALCOTT PL
BROOMFIELD CO 80020-0811

R CHAVEZ CUSTOM HOMES INC
PO BOX 201750
DENVER CO 80220-7750

LAUBENSTEIN SHEILA AND
LAUBERSTEIN ALLEN L JR
OR CURRENT RESIDENT
34575 E 128TH AVE
HUDSON CO 80642-7622

CERTIFICATE OF POSTING



I, Layla Bajelan, do hereby certify that I had the property posted at

Parcel No.:015650000086

on June 29, 2022

In accordance with the requirements of the Adams County Zoning Regulations

Layla Bajelan

Layla Bajelan

Lefor Major Subdivision Preliminary Plat

PLT2021-00012

NW Corner of E. 128th Ave and Imboden Rd.

August 2, 2022

Board of County Commissioners Public Hearing
Community and Economic Development Department
Case Manager: Layla Bajelan

Request

- Major Subdivision Preliminary Plat
 - 3 lots
 - 65 acres

E. 136th Ave.

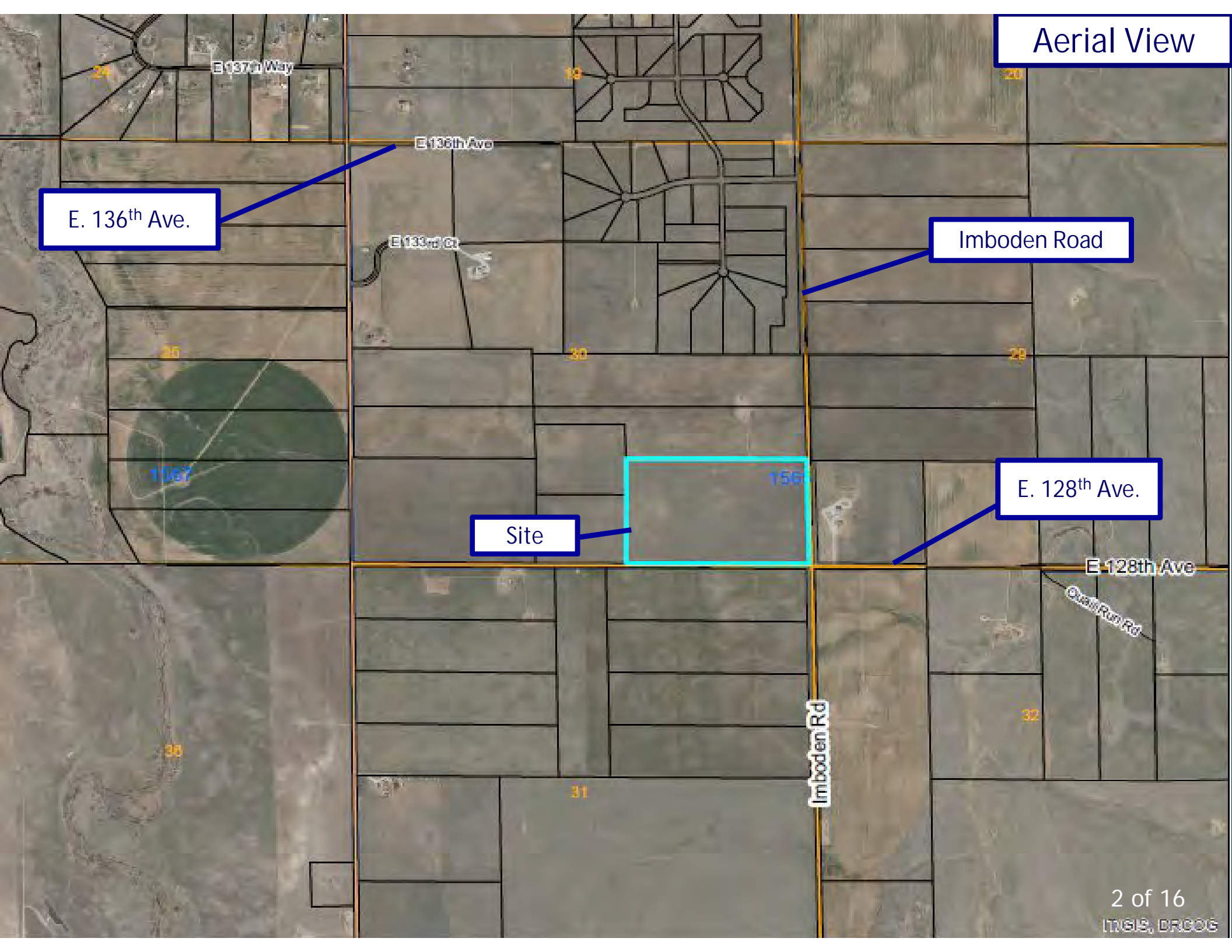
Imboden Road

E. 128th Ave.

Site

E. 128th Ave

Imboden Rd



Aerial View

Imboden Road

Imboden Rd

Site

E. 128th Ave.

E 128th Ave

30

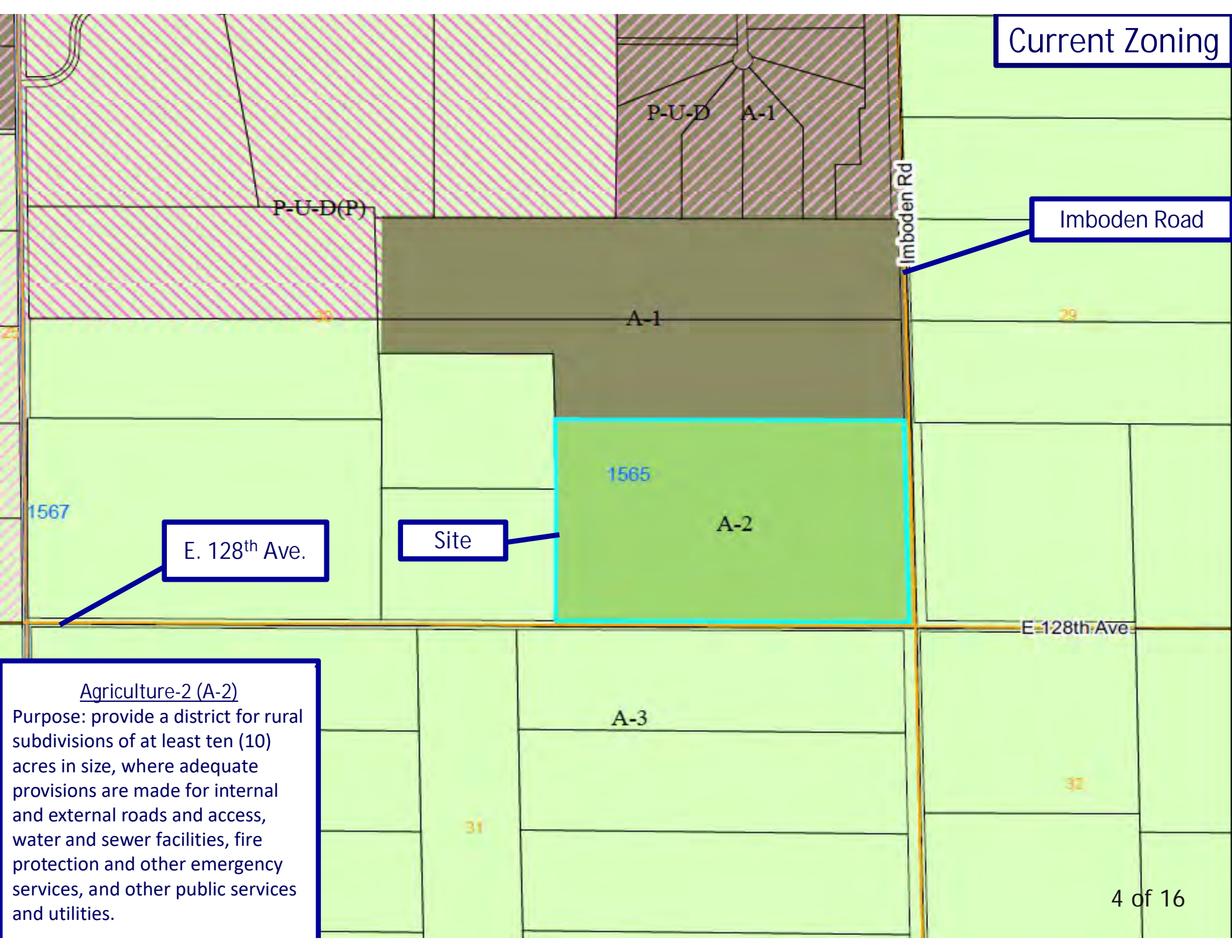
1565

29

31

32

Current Zoning



Imboden Road

E. 128th Ave.

Site

Agriculture-2 (A-2)
Purpose: provide a district for rural subdivisions of at least ten (10) acres in size, where adequate provisions are made for internal and external roads and access, water and sewer facilities, fire protection and other emergency services, and other public services and utilities.

Future Land Use

Imboden Road

Imboden Rd

E. 128th Ave.

Site

1565

Estate Residential

E 128th Ave

Estate Residential

Purpose: to provide limited opportunities for ex-urban or rural lifestyles in the County. Estate Residential areas are designated for single-family housing at lower densities, typically no greater than 1 unit per acre, and compatible uses such as schools and parks.

Criteria for Major Subdivision Preliminary Plat

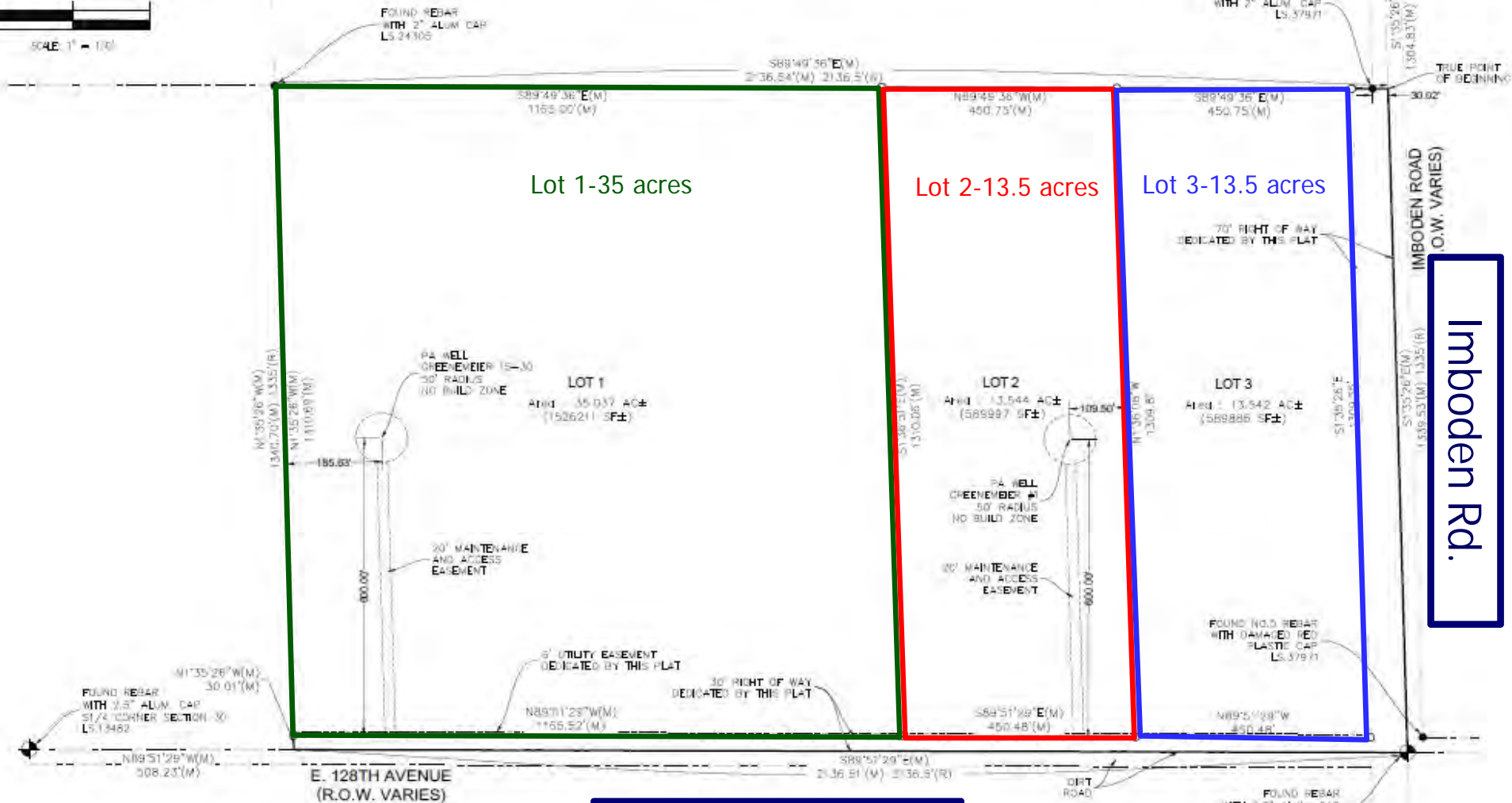
Section 2-02-20-03-05

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 (curb, gutter, sidewalk)
7. Consistent with Comprehensive Plan and applicable subarea plans
8. Consistent with development standards
9. Compatible with surrounding area

LEFOR SUBDIVISION

BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 30,
TOWNSHIP 1 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF ADAMS, STATE OF COLORADO
SHEET 2 OF 2

Preliminary Plat



E. 128th Avenue

Imboden Rd.

LEGEND

- = SET NO.5x18" REBAR W/PLASTIC CAP LS# 36070
- = FOUND MONUMENT AS NOTED
- ⊙ = FOUND PLSS MONUMENT AS NOTED
- ↔ = RECORD INFORMATION
- Ⓜ = MEASURED
- = PROPERTY LINE
- - - = LOT LINE
- · - · - = PROPOSED LOT LINE
- · - · - = PLSS SECTION LINE

1	4/8/2022	FOR SUBMIT
2	12/17/2021	20012302
3	11/25/2021	
4	8/28/2021	
5	4/12/2020	DRAWN BY: F CHAVEZ
NO.	DATE	
REVISION		Developer and Support Solutions
992 S. 4TH ST. STE 100-266, BRIGHTON, CO 80601 • 303.595.4419		

Agricultural-2 (A-2) Dimensional Standards

- Minimum Lot Size:
 - Required: 10 acres
 - Proposed: 12.5 acres
- Minimum Lot Width:
 - Required: 425 ft.
 - Proposed: 450 ft.
- Other Considerations:
 - Well and Septic (DWR confirmed)
 - Setbacks for Oil and Gas



DEVELOPMENT PROPOSAL

P **SUBDIVISION PLAT**

#18888 DPT & TRK
 Planning Commission: 11/19/2024 01:00 PM
 Public Hearing: 12/10/2024 05:00 PM
 Adams County Board: 12/10/2024 05:00 PM
 408 E. Adams County Plaza
 COVINGTON, CO 80021
 720.523.6800

APPLICATION NUMBER:
 9123456789 - Lake Mead Subdivision
 000 - 0000000000

720.523.6800 | adcogov.org | 



Referral Comments

Notifications Sent*	#Comments Received
9	0

*Property owners and occupants within 1,000 ft.

Public Comment: N/A

Referral Agency Comment:

Responding with initial concern: Division of Water Resources-Water Supply

Responding without Concern: ADCO Treasurer, CGS, TCHD, Xcel Energy

PC Update/Staff Recommendation

(PLT2021-00012; Lefor Major Subdivision Preliminary Plat)

PC Update:

- PC Hearing: July 14, 2022
- Approval (5-0) with 9 Findings-of-Fact and 4 Notes to the Applicant

Summary:

- Consistent with the ADCO Comprehensive Plan
- Harmonious and Compatible
- Adequate Services

Staff Recommendation:

Staff recommends APPROVAL of the subject request (PLT2021-00012) with 9 Findings-of-Fact and 4 Notes to the Applicant

Recommended Findings-of-Fact

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.

Recommended Findings-of-Fact

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;

Recommended Findings-of-Fact

- d. Incorporating identified environmentally sensitive areas, including but not limited to, wetlands and wildlife corridors, into the project design; and
- e. Incorporating public facilities or infrastructure, or cash-in-lieu, reasonably related to the proposed subdivision so the proposed subdivision will not negatively impact the levels of service of the County services and facilities.



Recommended 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 August 2, 2024, if a final plat application is not submitted to the Adams County Community and Economic Development Department.
3. A public land dedication fee for parks and schools shall be paid to Adams County prior to or with the final plat submittal. 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.



**COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT**

**CASE NO.: RCU2021-00023
CASE NAME: GCSA Event Center**

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- 4.3 Referral Comments (Colorado Department of Public Health and Environment (CDPHE))
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**COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT STAFF REPORT**

Board of County Commissioners

July 14, 2022

Case No.: RCU2021-00023	CASE NAME: GCSA Event Center
Owner's Name:	Llaricxe Aldana
Applicant's Name:	GCSA LLC
Applicant's Address:	6657 Imboden Rd, Watkins, CO 80137
Location of Request:	6539 Imboden Rd, Watkins, CO 80137
Nature of Request:	Conditional Use Permit to allow for the use of an Event Center in an Agricultural zone district.
Zone Districts:	Agriculture-3 (A-3)
Comprehensive Plan:	Mixed Use Industrial
Site Size:	Approximately 6 acres
Proposed Uses:	Indoor Commercial
Existing Use:	Residential
Hearing Date(s):	PC: July 14, 2022 / 6:00 p.m. BOCC: August 2, 2022 / 9:30 a.m.
Report Date:	July 26, 2022
Case Manager:	David DeBoskey <i>David DeBoskey</i>
PC Recommendation:	APPROVAL with 8 Findings-of-Fact, 6 Conditions Precedent, 6 Conditions, and 9 Notes

SUMMARY OF APPLICATION

Background

The applicant, GCSA LLC, is requesting a Conditional Use Permit to allow for an Event Center, classified under an Indoor Commercial use, to be established on the subject property. The subject site is currently improved with a barn, which if this Conditional Use Permit is approved, would be where the Event Center would be located. No new buildings are proposed with this permit and the barn is the only existing structure on the property.

The applicant is applying for this Conditional Use Permit because they have received a code violation, and continue to receive violations, for operating an event center within the barn without a Conditional Use Permit and without a change in occupancy for the structure. Code Compliance has an on-going case with the applicant.

The proposed site plan includes the location of the existing barn, a landscape plan, and a proposed parking lot for eventgoers. As shown in the submitted site plan, the use will take place along the western portion of the lot where the barn is already located. While the entire lot is approximately 39.87 acres, this permit will only impact approximately six (6) acres. The remainder of the property will remain vacant but for an access road connecting the event center to Imboden Rd.

As part of the Conditional Use Permit application, the applicant submitted a landscape plan that demonstrates that buffering from the adjacent single-family homes and agricultural uses will be installed. Due to the adjacent uses and zones, according to Section 4-19-06-01 of the County's Development Standards and Regulations, the appropriate required landscape bufferyard (bufferyard C), requires a fifteen (15) foot minimum bufferyard width with two (2) trees per eighty (80) linear feet of lot line and a six (6) foot high sight obscuring fence or wall located on the interior line of the bufferyard. The applicant's landscape plan meets these bufferyard C standards.

The submitted landscape plan also details a parking plan. Section 4-13-04-03 of the County's Development Standards and Regulations necessitates there be one (1) parking space for each 40 square feet of gross floor area available for the accommodation of movable seats. The applicant has determined that 4,470 sq ft of the barn will accommodate movable seats, thus requiring 112 parking spaces. The applicant anticipates that the maximum number of event participants that the building will house will be 298 participants. However, that number is subject to change as building safety, when they evaluate the barn during the change of occupancy, will determine the maximum number of participants that could safely occupy the barn at one time. Additionally, the applicants have submitted a photometric lighting design plan to illustrate that the outdoor lighting will not permeate into neighboring lots or cause disturbances to neighboring uses. To mitigate dust spreading throughout neighboring properties, the applicant shall utilize recycled asphalt for the on-site driveway and all parking surfaces. The applicants have obtained a commercial well permit for water from the state and are working with Tri-County Health Department (TCHD) to obtain a Use Permit, as TCHD has no previous record of their on-site wastewater system.

Despite the applicant's demonstration of meeting certain aspects of the permit criteria, staff does have concerns. A critical consideration within staff's evaluation and a key component of the on-going violations is that the barn is being, and has been, used for something it was not permitted for. The barn was explicitly permitted for agricultural use and not for commercial use. Staff does not know exactly when after the barn was built that the barn began being used commercially, but the history of violations document that they started prior to this Conditional Use Permit application. This change of use occurred without county review or inspection, which means no review took place to ensure that this commercial use adheres to county standards. Because this permit is solely for the permission of the use, a detailed building plan is not a criterion of

approval. However, if this permit is approved, county regulations require the application and approval of a change in occupancy; this change in occupancy will occur via a new building permit.

Site Characteristics:

The subject property is located along Imboden Road, between E. 56th Avenue and E 72nd Avenue. It is approximately 39 acres and has had no history of use prior to the construction of the barn. The barn was permitted in 2020 and there are no other structures on the property. Adjacent properties to the north and south have existing single-family homes, and across the street to the east, the only structure is a farm utility building. The property to the west is vacant.

Development Standards and Regulations Requirements:

The property is designated Agricultural-3 (A-3), which is intended to provide landholdings of 35 acres or greater for agriculture and pasturage. Per Section 3-07-01 of the Adams County Development Standards and Regulations, Event Center uses shall require a Conditional Use Permit in the A-3 zone district. Section 2-02-09-06 of the County’s Development Standards and Regulations outlines the criteria for approval of a Conditional Use Permit. These include compliance with the County’s Development Standards and Regulations, compatibility with the surrounding area, the request must be permitted in the zone district, and must address all off-site impacts. In addition, the proposed use is required to be harmonious with the character of the neighborhood, and must not be detrimental to the immediate area, or to the health, safety, or welfare of the inhabitants of the area and the County. The existing structure and fencing conform to all setback and height regulations within the A-3 zone district, as specified in Section 3-10-06 of the Development Standards and Regulations.

Additional performance standards exist for Indoor Commercial Recreation/Entertainment and Event Center as required by Section 4-09-02-12 and Section 4-09-02-12-03 of the County’s Development Standards and Regulations. The applicant has agreed to conform to these standards through application submittals and addressed many of the off-site considerations within the proposed site plan and landscape plan.

Future Land Use Designation and Goals of the Comprehensive Plan for the Area

The future land use (FLU) designation on the property is Mixed-Use Industrial Per Chapter 5 of the Adams County Colorado Air & Spaceport Subarea (CASP) plan. The purpose of the Mixed-Use Industrial FLU designation is to accommodate a range of employment-focused land uses, including light industrial, light- manufacturing, logistical, and civic uses. These areas also should accommodate heavier intensity employment areas, like industry hub and aerospace and innovation character areas. Typical lot characteristics of Mixed-Use Industrial include accessible transit infrastructure, a higher level of pedestrian-oriented street patterns, multimodal infrastructure, and active street levels. Such zoning intentions and designation characteristics signify that Mixed-Use Industrial is designed for industrial use with high levels of transportation accessibility for employees. While an Event Center is a commercial use that has employees, the use does not necessitate a high enough number of employees to satisfy the FLU designation criteria.

However, in the interim, this proposed use will not have long-term consequences or negative impacts on the realization of the FLU. According to Policy 19.3 of the Comprehensive Plan, new industrial, commercial, or governmental uses and facilities are discouraged until the requisite infrastructure to support those developments is built. Therefore, until this area of the county begins to develop as designated by the CASP sub area plan, this proposed use is compatible.

Surrounding Zoning Designations and Existing Use Activity:

Northwest A-3 Agricultural	North A-3 Single-Family Residential	Northeast A-3 Agricultural
West A-3 Agricultural	Subject Property A-3 Agricultural	East A-3 Agricultural
Southwest A-3 Agricultural	South A-3 Single-Family Residential	Southeast A-3 Agricultural

Compatibility with the Surrounding Land Uses:

The surrounding properties to the site are all zoned as A-3. The surrounding properties are all within unincorporated Adams County and are either vacant, used for agriculture, or developed with very low density single-family residential uses. The City of Aurora is within the larger vicinity, predominately west and south of the subject property. Both Denver International Airport and Colorado Air & Spaceport are within the larger vicinity, northwest and southwest, respectively. Provided the conditions of approval are met, the subject request can be compatible with the surrounding area. In addition, based upon the newness of the use and the history of violations, staff is recommending a two-year approval period to allow the applicant to demonstrate compliance with the permit conditions and County regulations.

Planning Commission Update:

This case was heard at the Planning Commission (PC) hearing on July 14, 2022. The PC voted to recommend Approval (5-0) with 8 Findings-of-Fact, 6 Conditions Precedent, 6 Conditions, and 9 Notes to the applicant. The applicant was present at the hearing and had concerns with staff’s recommendation of the length of the permit and the recommended condition that the permitted hours of operation be 7 am – 10 pm. The applicant desired the length of the permit to be for 3 years instead of 2 and the hours of operation to be 3 pm – 12 am instead of 7 am – 10 pm. PC disagreed with the applicant’s request regarding the length of the permit. However, they did agree with the applicant’s request regarding the condition concerning the hours of operation and changed that condition to reflect the newly recommended hours of operation: 3 pm – 12 am. One member of the public was in attendance and spoke at the meeting in opposition to the subject request citing concerns of road safety and littering. The PC expressed concerns about the applicant’s code compliance history. Officer Moon, the Code Compliance officer assigned to the applicant’s violations, spoke in depth about the applicant’s compliance record. The PC also inquired about the letters of concern from Tri-County Health Department and Colorado Department of Public Health and Environment regarding the permitted water usage.

Staff Recommendation:

Based upon the application submittals, the criteria for approval of a Conditional Use Permit, and a recent site visit, staff recommends approval of the request with 8 Findings-of-Fact, 6 Conditions Precedent, 6 Conditions, and 9 Notes.

RECOMMENDED FINDINGS-OF-FACT:

1. The conditional use is permitted in the applicable zone district.
2. The conditional use is consistent with the purposes of these standards and regulations.
3. The conditional use will comply with the requirements of these standards and regulations, including but not limited to, all applicable performance standards.
4. The conditional use is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County.
5. The conditional use permit has addressed all off-site impacts.
6. The site is suitable for the proposed conditional use including adequate usable space, adequate access, and absence of environmental constraints.
7. The site plan for the proposed conditional use will provide the most convenient and functional use of the lot including the parking scheme, traffic circulation, open space, fencing, screening, landscaping, signage, and lighting.
8. Sewer, water, storm water drainage, fire protection, police protection, and roads are to be available and adequate to serve the needs of the conditional use as designed and proposed.

Recommended Conditions Precedent:

1. The applicant shall obtain a Use Permit from the Tri-County Health Department (TCHD) or other applicable health department to change the use on the property from residential to commercial as it applies to the on-site wastewater treatment system. All written requirements within an October 12, 2021 letter from TCHD shall be met.
2. The applicant shall obtain a change in occupancy for the barn prior to operating the event center.
3. The applicant shall obtain a letter of approval from the Bennett Fire Protection District as part of the building permit and change in occupancy permitting processes.
4. The applicant shall install all required landscaping and parking per the approved plans and receive a passing inspection or bond for the landscaping.
5. The applicant shall submit an engineering review application to receive formal approval of engineering reports and Civil Site Construction documents. All onsite and offsite civil improvements must be permitted, inspected, and approved by the Adams County Public Works Department prior to Certificate of Occupancy.
6. A “Notice to Proceed” will be issued upon the County receiving documentation from the applicant demonstrating that all Conditions Precedent have been met. Only when the applicant has received this notice, is the proposed use allowed conditionally.

Recommended Conditions of Approval:

1. The Conditional Use Permit shall expire on August 2, 2024 (2 years).
2. All parking for participants shall be located on the subject property. All vehicle parking and drive lanes shall be on an approved surface, such as recycled asphalt.
3. Per the February 28, 2022 Colorado Department of Public Health and Environment (CDPHE) letter, the applicant shall track indoor water usage and event population at every event for a minimum of two years and provide a report of such data to the local health department on an annual basis. Should the data show that the wastewater flows exceed 2,000 GPD on the maximum monthly average flow, the TCHD permit terminates, and the OWTS becomes subject to review from the CDPHE.
4. The hours of operation are only permitted to be from 3 p.m -12 a.m.
5. Occupant load of the barn shall be determined at the time of building safety review and shall not be exceeded at any time.
6. The Conditional Use Permit shall only permit the subject use to occur within the 4,470 sq ft of the barn identified on the floor plan and within the roughly six acres shown the site plan. Any extension of space of the subject use within the larger lot and within the existing barn, which is approximately 39 acres and 13, 200 sq ft respectively, shall require an amendment to the conditional use permit.

Recommended Notes to the applicant:

1. The Conditional Use Permit will expire on August 2, 2023, if the applicants do not apply for and receive a change in occupancy through a building permit issued by the County.
2. All applicable building, zoning, health, engineering, and fire codes shall be adhered to with this request.
3. Permanent roadway improvements related to traffic impacts generated by the use will need to be reevaluated with subsequent conditional use permits.
4. Additional drainage information may be required prior to building permit issuance.
5. All operations shall conform to the Indoor Commercial Recreation/Entertainment and Event Center performance standards, as required by Section 4-09-02-12 and Section 4-09-02-12-03 of the County's Development Standards.
6. The applicant shall not exceed the maximum sound pressure level allowed in A-3 zoning. Sound pressure levels are measured in decibels (db). The maximum allowed sound pressure levels in the A-3 zone district are the following: Daytime (7 am - 10pm: 80db) and Nighttime (10pm – 7am: 75db).
7. Any noise complaints received by the county shall be considered upon reevaluation of subsequent conditional use permits.
8. Per the February 28, 2022 CDPHE letter, if the event center includes a kitchen other than a warming kitchen, CDPHE will require an additional review of the OWTS capacity.
9. Per the February 28, 2022 CDPHE letter, if the event center includes a dishwasher, CDPHE will require an additional review of the OWTS capacity.

PUBLIC COMMENTS

Notices Sent	Number of Responses
30	2

All property owners and addresses within one (1) mile of this request were notified of this application. As of writing this report, two (2) comments were received. One comment was concerned about road safety, noise, and trespassing from another site at another location. The other comment was in support of this permit.

REFERRAL AGENCY COMMENTS

Staff sent the request to referral agencies and Tri-County Health Department (TCHD) and Colorado Department of Public Health and Environment (CDPHE) expressed concerns. Tri-County Health Department requires the applicant file for a Use Permit. A Use Permit is required because TCHD has no previous record of an On-Site Wastewater System (OWTS) on the site. Demonstration of a Use Permit is a Condition Precedent. Moreover, CDPHE has no large issues with the use and the current OWTS design capacity; but they are concerned about the OWTS design capacity should the applicants add additional kitchen equipment. They also require the applicant report indoor water usage and event population annually. Both organizations have expressed these concerns in letters to the applicant and staff has included both letters in this packet. Staff also has conditioned and made notes of each of these organizations' concerns within this permit. TCHD's concern is addressed in the first Condition Precedent and CDPHE's concerns are addressed and noted in Condition 3 and Notes 8 and 9 respectively.

Bennett Fire Protection District, while notified for comments, has not commented on this application. If the permit is approved, they will be notified again to review the structure during the building permit and change in occupancy process. Their input and approval must be obtained by the applicant prior to the use being established on the site.

The City of Aurora, which is located south of this property, did not respond to our request for comments, but the subject property is within the Future Growth Boundaries for the City. Staff is recommending a two-year approval on this application given the applicant's history of code violations, the future land use designation, the need for a change in occupancy, and the lack of commercial activity in the surrounding area.

Responding with Concerns:

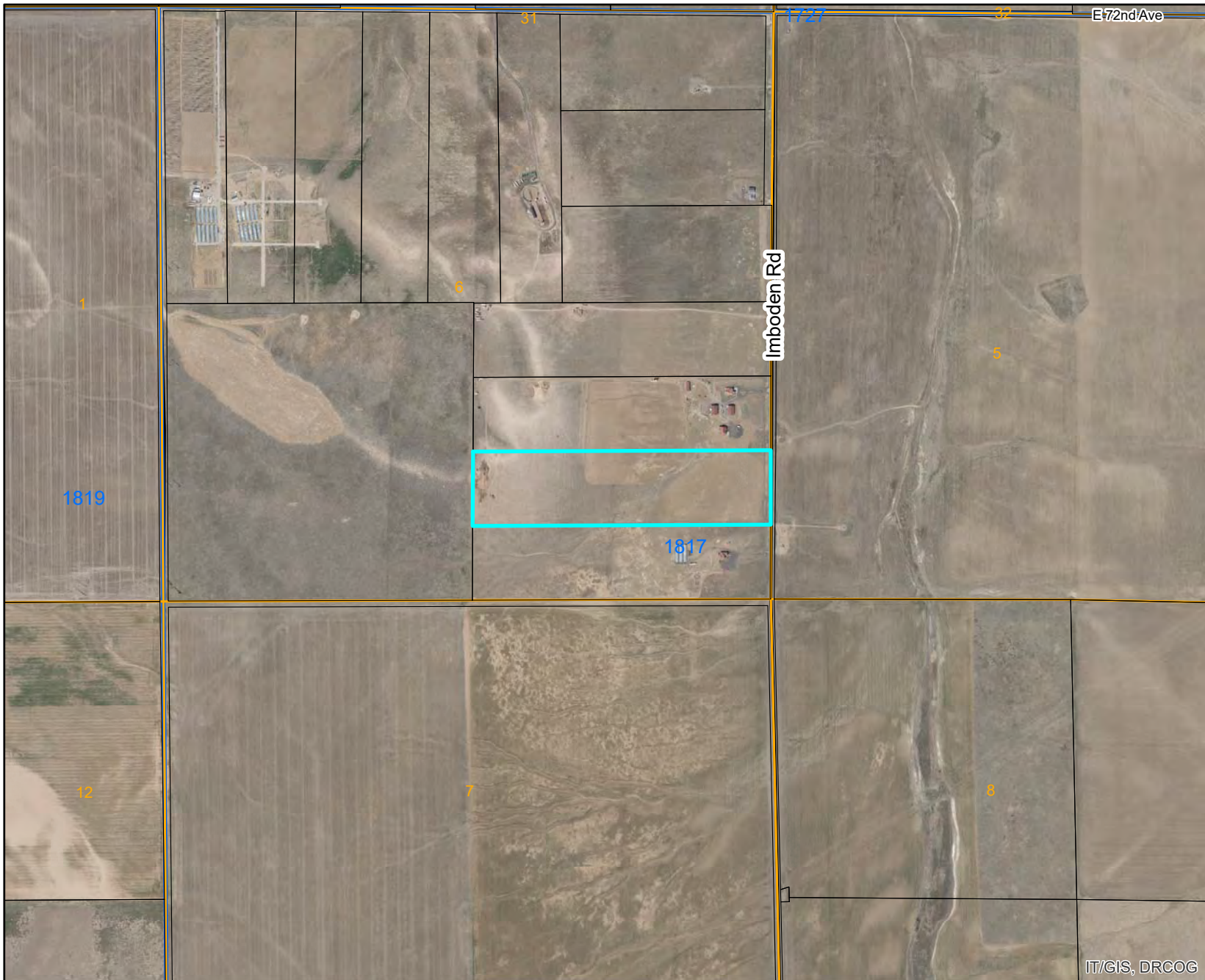
Tri-County Health Department
Colorado Department of Public Health & Environment
Adams County Code Compliance

Responding without Concerns:

Adams County Sheriff
Colorado Department of Transportation Denver
International Airport Regional Transportation District
LUMEN

Notified but not Responding / Considered a Favorable Response:

Bennet Fire Protection District
Century Link
City of Aurora
Colorado Division of Wildlife
Federal Aviation Administration
Public Service Company of Colorado - DBA Xcel Energy



Legend

- +— Railroad
- Major Water
- Zoning Line
- ▭ Sections

Zoning Districts

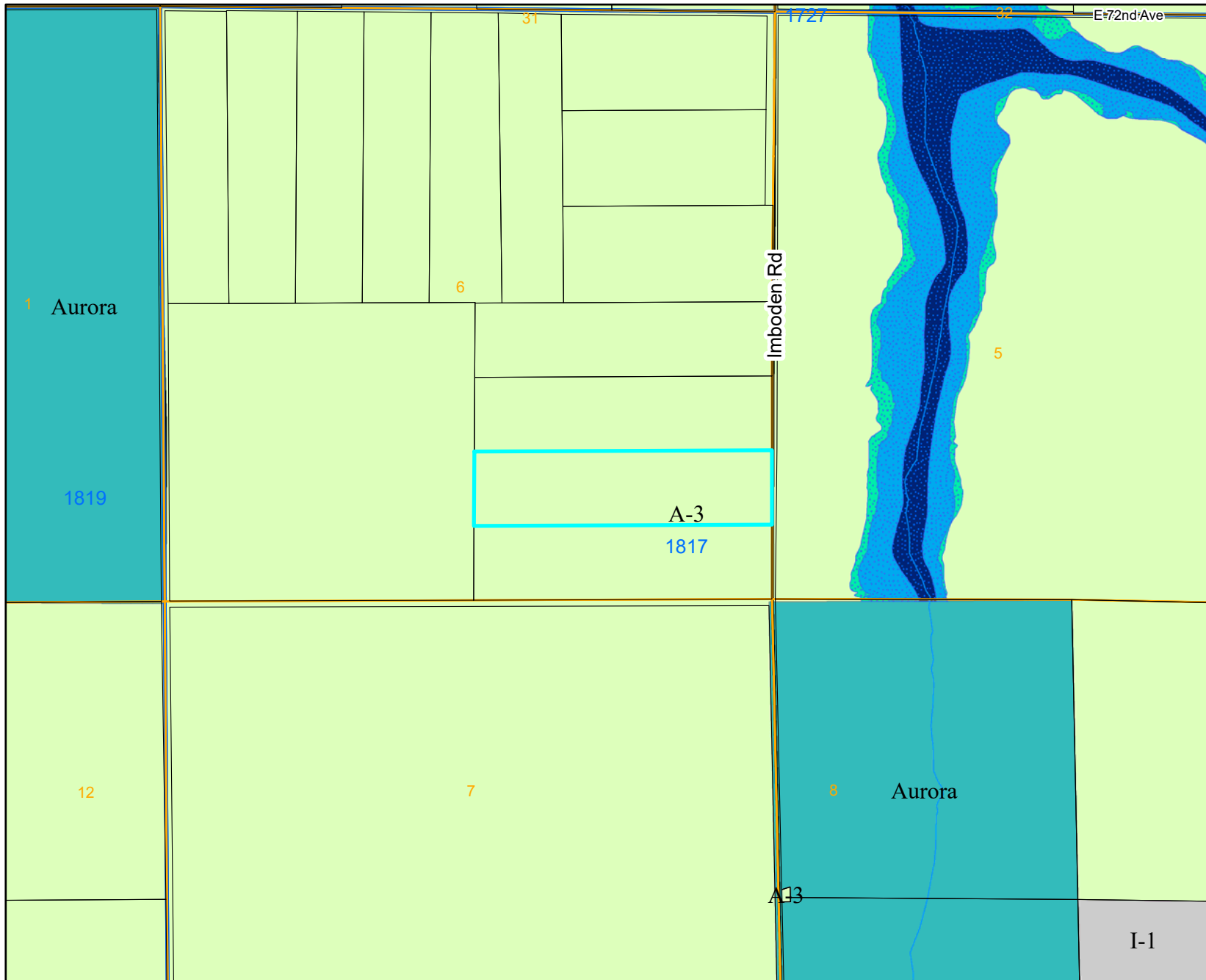
GCSA Event Center
RCU2021-00023

N

 For display purposes only.

AD. TY
 This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy

IT/GIS, DRCOG



Legend

- Lakes
- Rivers
- 100 Year Floodplain
- 100 Year Floodway
- 500 Year Floodplain

Cities

CITY_NAME

- Arvada
- Aurora
- Bennett
- Brighton
- Commerce City
- Federal Heights
- Lochbuie
- Northglenn
- Thornton
- Westminster

Adams CO Zoning District/ COLOR

Zoning Districts

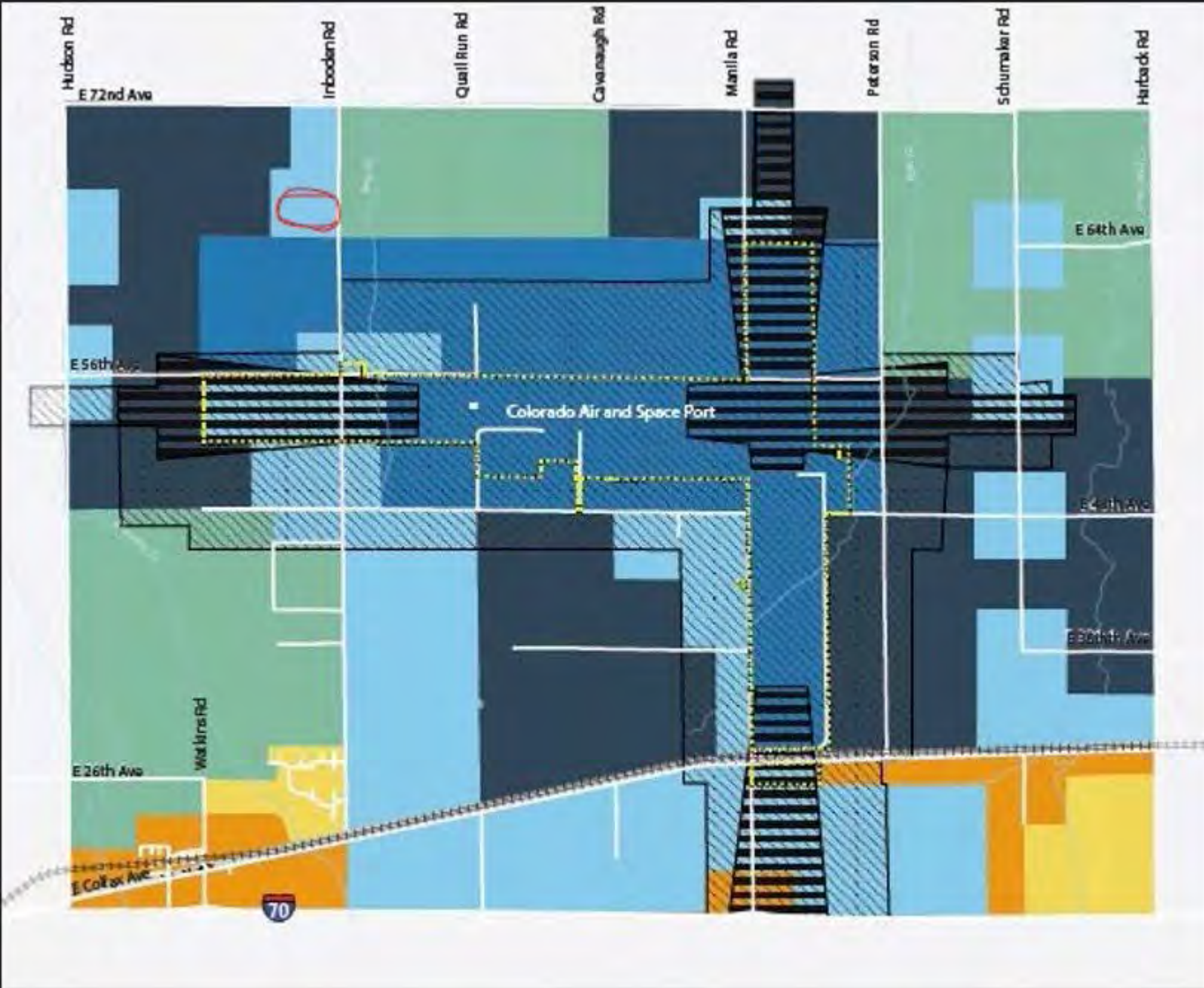
- A-1
- A-2
- A-3
- Conditions
- TOD
- R-E
- R-1-A
- R-1-C
- R-2
- R-3
- R-4
- M-H
- C-0
- C-1
- C-2
- C-3
- C-4
- C-5
- I-1
- I-2
- I-3
- CO
- PL
- AV
- DIA
- P-U-D
- P-U-D(P)
- Surrounding Parcels

GCSA Event Center
RCU2021-00023

N

 For display purposes only.

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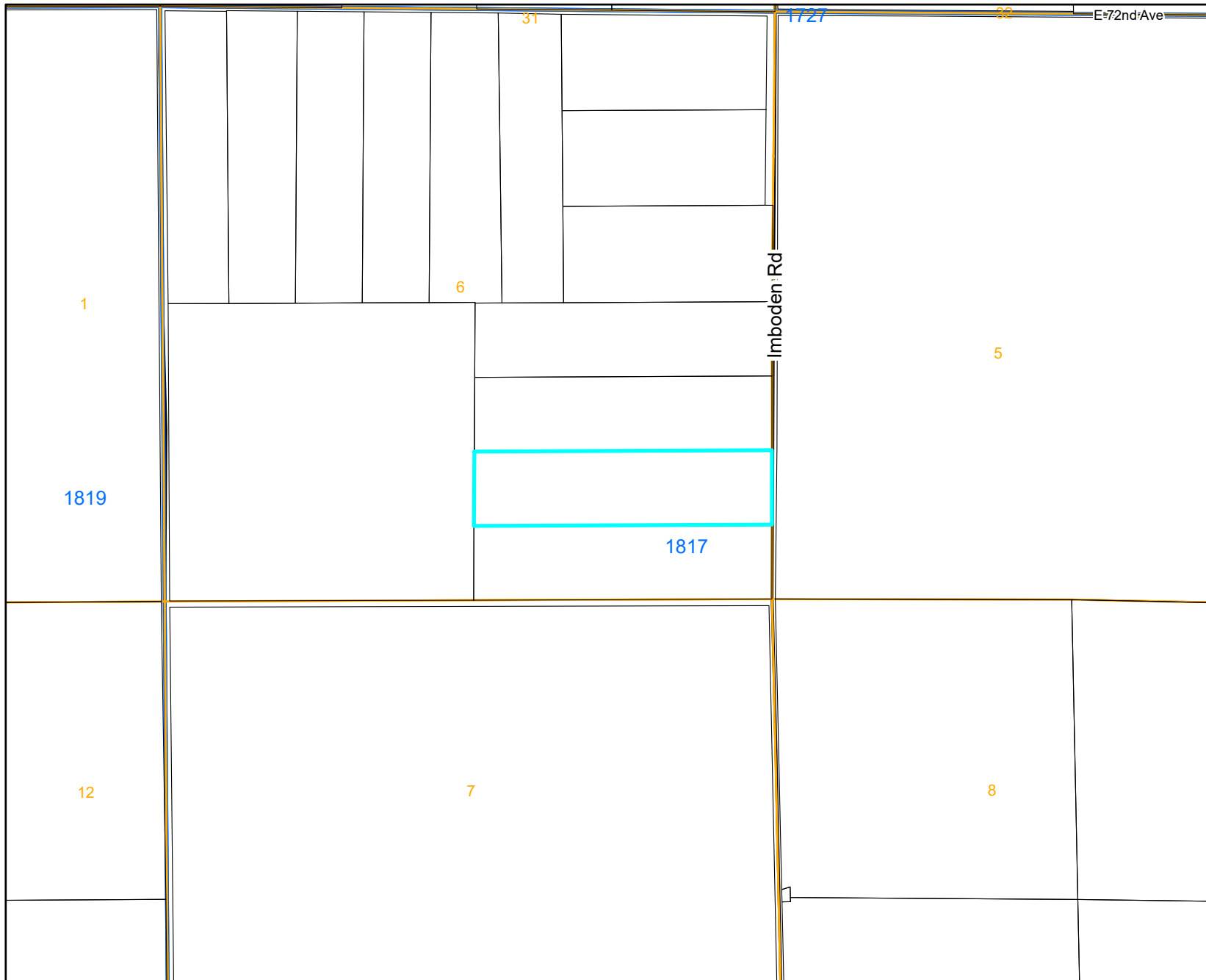
Character Areas

- Industry Hub
- Aerospace and Innovation
- Green Energy and Sustainable Agriculture





- Mixed-Use Industrial
- Community Hub
- Neighborhood Residential

Restriction Areas

- Restriction Area 2
- Restriction Area 1



Legend

-  Railroad
-  Major Water
-  Zoning Line
-  Sections

GCSA Event Center

RCU2021-00023



For display purposes only.

AD TY

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Adams County
Community & Economic Development Department

Explanation of Request

GCSA LLC (applicant/property owner) hereby files an application for a conditional use permit at the address of 6539 Imboden Rd Watkins CO 80137 which consists of 39.8780 acres to be used as 4470 sq ft Indoor Commercial and considered an Event Center. I do not plan to add any additional buildings' instead, I plan to use the existing barn for holding our events. The barn will be updated to code to serve its purpose.

PROPOSAL:

The purpose of this application is to allow Indoor Commercial and considered an Event Center. The specific site uses include:

Electricity is currently powered by generators which have caused no problems. If the Adams County requires, I get permanent power, I have attached a letter that Xcel Energy that will provided service to the address.

The heat is provided by propane which is served by Roggen Elevator. See attached bills.

Once trash service is required it will be provided by Swims Disposal. As they service my home of 6657 Imboden Rd, Watkins CO 80137.

The preliminary driveway design was approved by the fire department on May 1, 2020.

The building permit was approved on July 8, 2020, with building permit number BDP20-1030.

The water is serviced by a well. See attached permit.

The sewer is maintained by septic system.

I would operate this year-round. There are peak and off-peak seasons. It will operate from 4p.m.-1 a.m. The capacity will be 299. I would host approximately 4 events per month. Also, note, I live South of the property and will be always able to surveillance the site. I have surveillance cameras on the property.

According to Adams County Development Standards and Regulations section 2-02-09-06: Item 1 per the Use Table in A-3 it is permitted with a Condition use permit, Item 2 and Item 3 falls under the future mixed-use development. Item 4 it is considered an accessory outbuilding barn that is found in the A3 zoning, and it is not detrimental to the future development of the area, and not detriment to the health, safety, or welfare of the inhabitants of the area and County. We will not be producing any kind of pollutants that will harm the harvest.

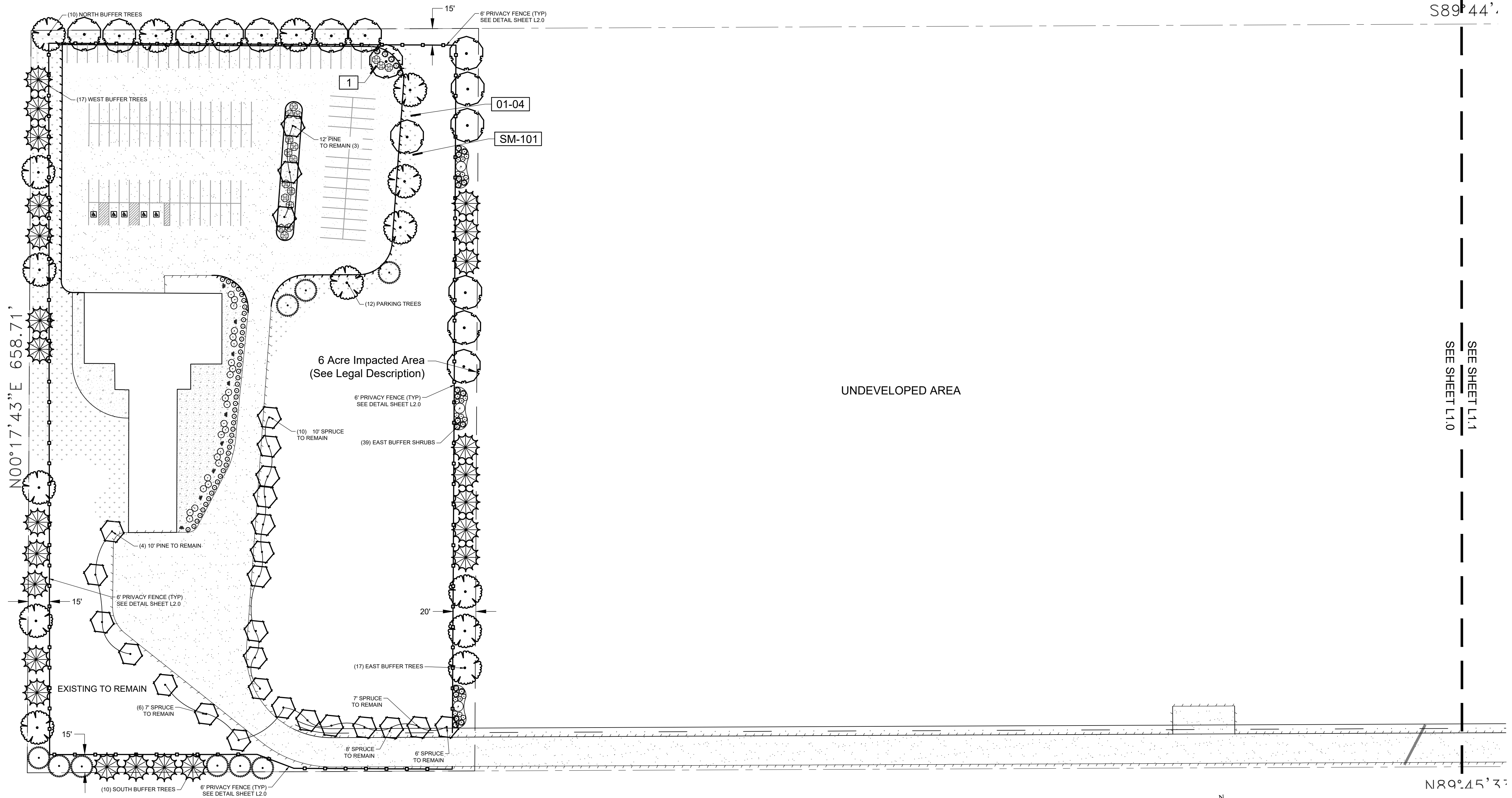
Item 5 all off-site impacts have been addressed.

Item 6 the site is suitable for the conditional use including adequate usable space, adequate access, and absence of environmental constraints. It is 40 acres; the access is of Imboden Road, and it is about 4500 square feet from Imboden Rd which sits on top of the hill.

Item 7 the site plan for the proposed conditional use will provide the most convenient and functional use of the lot including the parkin scheme, traffic circulation, open space, fencing, screening, landscaping, signage, and lighting.

Item 8 Sewer, water, storm water drainage, fire protection, police protection, and roads are to be available and adequate to serve the needs of the conditional use as designed and proposed.

According to Adams County Development Standards and Regulations section 4-09-02-12, item 1 is not applicable as I am not near a school property. Item 2 I will abide by and have no outdoor storage. Item 3 I will abide and have the garbage area screened by 6-foot-high fence made of wood. Item 4 all our activities will be held indoor nothing outside. Item 5 I will abide by maintain an adult manager during the hours of operation. Item 6 I understand that if I become a nuisance, I will get a ticket, but I pledge to not cause any nuisance. All our surrounding neighbors our vacant land except for an occupied single family dwelling South of us. Who is in favor of our Conditional Use Permit but was unable to make the neighborhood meeting.



LANDSCAPE PLAN
SCALE: 1" = 50'

PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	CONTAINER
CO	15		Cellis occidentalis / Common Hackberry	B & B	2" Cal
GTS	15		Gleditsia triacanthos inermis 'Shademaster' TM / Shademaster Locust	B & B	2" Cal
PE	9		Pinus edulis / Pinon Pine	5' B&B	
PP	24		Pinus ponderosa / Ponderosa Pine	6' B&B	
EX-RET	55		TO REMAIN- Protect during construction / EXISTING TREE TO REMAIN	EX	
SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	CONTAINER
BOX	44		Buxus microphylla / Boxwood	5 gal	
EN	23		Ericameria nauseosa / Rubber Rabbitbrush	5 gal	
FM	3		Forestiera neomexicana / New Mexican Privet MULTISTEM	5 gal	
HS	24		Hydrangea paniculata / Panicle Hydrangea	5 gal	
PALS	18		Perovskia atriplicifolia 'Little Spire' / Dwarf Russian Sage	5 gal	
RG	17		Rhus aromatica 'Gro-Low' / Gro-Low Fragrant Sumac	5 gal	
PERENNIALS	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	CONTAINER
PMR	45		Penstemon mexicali 'Red Rocks' / Penstemon	4" pot	

PLANT SCHEDULE

GROUND COVERS	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	CONTAINER
NLS	25,523 sf		LOW GROW NATIVE SEED MIX / PAWNEE BUTTES SEED CO	seed	
MULCHES	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	CONTAINER
RM	13,674 sf		ROCK MULCH / RIVER ROCK 1"-2" PER OWNER APPROVAL. PLACE TO A UNIFORM DEPTH OF 3".	mulch	

REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION
[1]	PLACE SHREDDED CEDAR MULCH AROUND BASE OF ALL PERENNIALS AND GRASSES IN LARGE COBBLE AREAS. MASSED PERENNIALS TO RECEIVE LARGE RING AROUND ENTIRE GROUP (TYP). WOOD MULCH NOT REQUIRED AROUND BASE OF PLANTS LOCATED IN PEA GRAVEL.
[01-04]	SEED ALL DISTURBED AREAS WITH NATIVE LAWN MIX UNLESS OTHERWISE NOTED.
[32-01]	14 G ROLL TOP STEEL EDGING, STAKED 30" OC MAX.
[SM-101]	ALL SEEDED AREAS TO BE AMENDED AND HYDROSEEDED. PLACE EROSION CONTROL MAT ON ALL SLOPES EXCEEDING 4:1.

Low Grow Native Seed Mix
PBSI Native Low Grow Mix
Arizona Fescue
Sandberg Bluegrass
(Rocky Mountain Fescue)
(Rate: 5 lbs/1000 sf (PLS))

SITE CATEGORY REQUIREMENTS

STREET FRONTAGE			
Street Name or Zone Boundary (elev.) East*	Adjacent Use Imboden Rd	Width Provided N/a - Targeted approach	Linear Footage 625
No. of Trees Req / Prov. (1/40 lf)	Shrubs Required / Provided (2/40 lf)		
n/a	n/a		
OVERALL LANDSCAPE			
Net Site Area (SF) (less public R.O.W.)	Landscape Area Required	Landscape Area Provided	
1,737,085 sf	173,708 / 86,854 ROW	173,708+ / 87,715 ROW	
PARKING LOT LANDSCAPE			
Parking Space Provided	No. of Trees Req / Prov.	Parking Area (SF) Required / Provided	Percentage landscape Req. / Provided
117	12 / 12	4095 / 4095+	75% / 75%
BUFFERYARDS - TYPE 'C'			
Street Name or Zone Boundary (elev.)	Linear Footage	Buffer Width	No. of Trees Req / Prov (2/80 lf) Fence Provided
West	659	15'	17 / 17 659 lf
North	397	15'	10 / 10 397 lf
South	397	15'	10 / 10 397 lf
East	659	20'	17 / 17 N/a - Targeted Approach - 34 shrubs

6539 IMBODEN RD
 ADAMS COUNTY, CO
 FINAL LANDSCAPE PLAN

REVISIONS:
 City Comment: 02.02.22
 City Comment: 05.20.22
 City Comment: 05.08.22

NATURAL DESIGN SOLUTIONS
 Landscape Architecture
 Land Planning - Irrigation Design
 (303) 443-0348 - info@ndso.com

PROJ. NO.:
 DATE: 12.21.21
 SCALE: See Sheet
 DRAWN: JRO
 CHKD BY: NAM
 SHEET L10

S89°44'44"W 2634.23'

SEE SHEET L1.1
SEE SHEET L1.0

UNDEVELOPED AREA

EXISTING LANDSCAPE

30' ROAD RIGHT-OF-WAY
S00°00'28"E 659.32'
IMBODEN ROAD

6" SPRUCE TO REMAIN (20)

6" SPRUCE TO REMAIN (4)

EXISTING LANDSCAPE TO REMAIN

6" SPRUCE TO REMAIN (4)

N89°45'33"E 2637.71'

LANDSCAPE PLAN
SCALE: 1" = 50'



PLANT SCHEDULE

QTY FOR REFERENCE ONLY. VERIFY ALL COUNTS PER PLAN

TREES	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	CONTAINER
	CO	15	Celtis occidentalis / Common Hackberry	B & B	2"Cal
	GTS	15	Gleditsia triacanthos inermis 'Shademaster' TM / Shademaster Locust	B & B	2"Cal
	PE	9	Pinus edulis / Pinon Pine	5' B&B	
	PP	24	Pinus ponderosa / Ponderosa Pine	6' B&B	
	EX-RET	55	TO REMAIN- Protect during construction / EXISTING TREE TO REMAIN	EX	
SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	CONTAINER
	BOX	44	Buxus microphylla / Boxwood	5 gal	
	EN	23	Ericameria nauseosa / Rubber Rabbitbrush	5 gal	
	FM	3	Forestiera neomexicana / New Mexican Privet MULTISTEM	5 gal	
	HS	24	Hydrangea paniculata / Panicle Hydrangea	5 gal	
	PALS	18	Perovskia atriplicifolia 'Little Spire' / Dwarf Russian Sage	5 gal	
	RG	17	Rhus aromatica 'Gro-Low' / Gro-Low Fragrant Sumac	5 gal	
PERENNIALS	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	CONTAINER
	PMR	45	Penstemon mexicali 'Red Rocks' / Penstemon	4"pot	

PLANT SCHEDULE

GROUND COVERS	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	CONTAINER
	NLS	25,523 sf	LOW GROW NATIVE SEED MIX / PAWNEE BUTTES SEED CO 5 LBS PER 1000 SQUARE FEET.	seed	
MULCHES	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	CONTAINER
	RM	13,674 sf	ROCK MULCH / RIVER ROCK 1'-2" PER OWNER APPROVAL. PLACE TO A UNIFORM DEPTH OF 3".	mulch	

REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION
	PLACE SHREDDED CEDAR MULCH AROUND BASE OF ALL PERENNIALS AND GRASSES IN LARGE COBBLE AREAS. MASSED PERENNIALS TO RECEIVE LARGE RING AROUND ENTIRE GROUP (TYP). WOOD MULCH NOT REQUIRED AROUND BASE OF PLANTS LOCATED IN PEA GRAVEL.
	SEED ALL DISTURBED AREAS WITH NATIVE LAWN MIX UNLESS OTHERWISE NOTED.
SYMBOL	DESCRIPTION
	32 LANDSCAPE IMPROVEMENTS
	14 G ROLL TOP STEEL EDGING, STAKED 30" OC MAX.
SYMBOL	DESCRIPTION
	ALL SEEDED AREAS TO BE AMENDED AND HYDROSEEDED. PLACE EROSION CONTROL MAT ON ALL SLOPES EXCEEDING 4:1.

SITE CATEGORY REQUIREMENTS

STREET FRONTAGE			
Street Name or Zone Boundary (elev.)	Adjacent Use	Width Provided	Linear Footage
East*	Imboden Rd	N/a - Targeted approach	625
No. of Trees Req / Prov. (1/40 lf)	Shrubs Required / Provided (2/40 lf)		
n/a	n/a		
OVERALL LANDSCAPE			
Net Site Area (SF) (less public R.O.W.)	Landscape Area Required	Landscape Area Provided	
1,737,085 sf	173,708 / 86,854 ROW	173,708+ / 87,715 ROW	
PARKING LOT LANDSCAPE			
Parking Space Provided	No. of Trees Req / Prov.	Parking Area (SF) Required / Provided	Percentage landscape Req. / Provided
117	12 / 12	4095 / 4095+	75% / 75%
BUFFERYARDS - TYPE 'C'			
Street Name or Zone Boundary (elev.)	Linear Footage	Buffer Width	No. of Trees Req / Prov (2/80 lf)
West	659	15'	17 / 17
North	397	15'	10 / 10
South	397	15'	10 / 10
East	659	20'	17 / 17
			Fence Provided
			659 lf
			397 lf
			397 lf
			N/a - Targeted Approach - 34 shrubs

REVISIONS:

City Comment:	02.02.22
City Comment:	05.20.22
City Comment:	06.08.22



6539 IMBODEN RD
ADAMS COUNTY, CO

FINAL LANDSCAPE PLAN

PROJ. NO.:
DATE: 12.21.21
SCALE: See Sheet
DRAWN: JRO
CHKD BY: NAM
SHEET L11

GENERAL NOTES

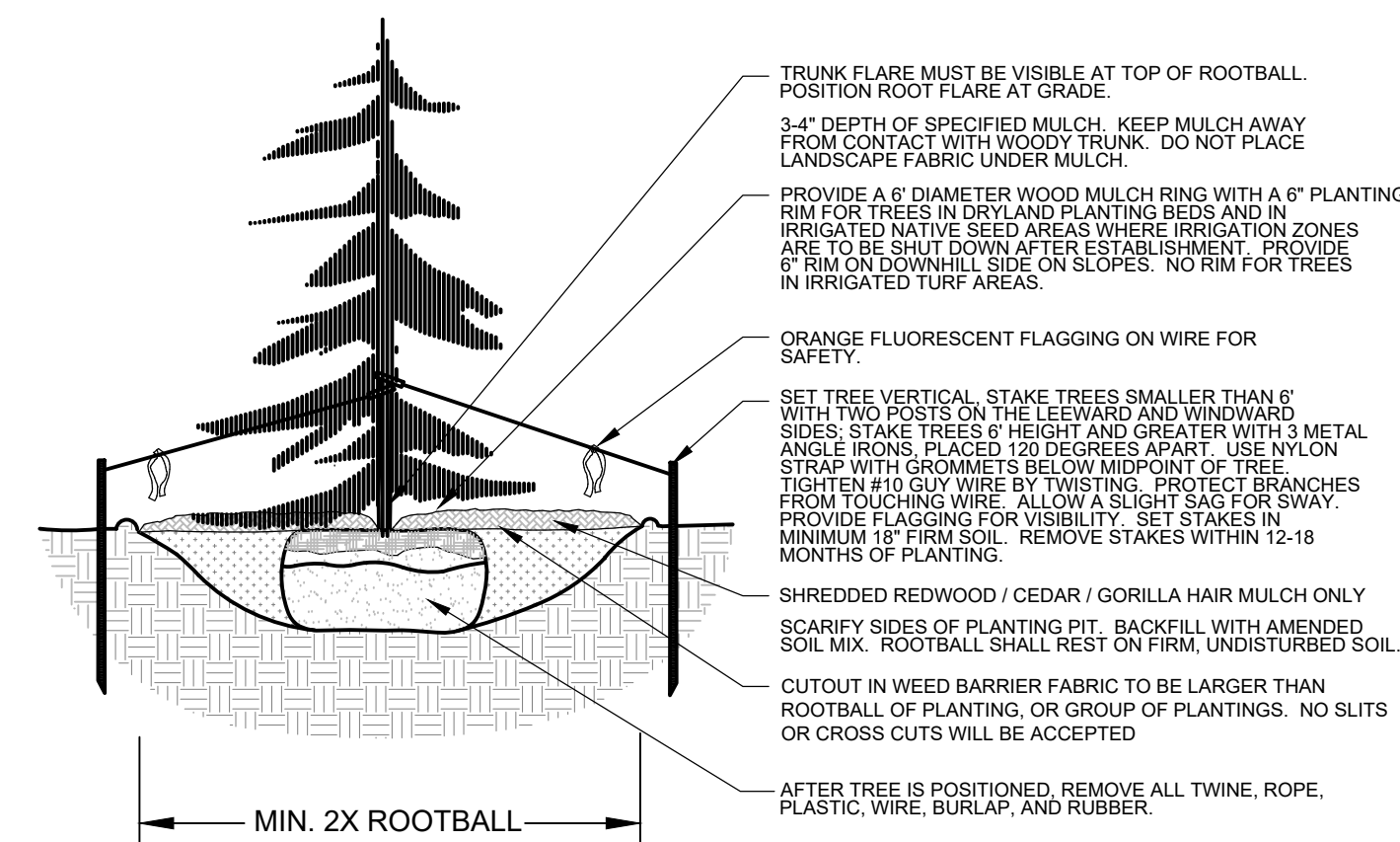
- (Note: All references to "Contractor" are specific to "Landscape Contractor" unless notified as "General or other type of Contractor")
- CONTRACTOR IS RESPONSIBLE FOR VERIFYING QUANTITIES OF MATERIALS NEEDED TO COMPLETE THIS PLAN IN THE FIELD. NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES BETWEEN THE DRAWINGS AND CONDITIONS IN THE FIELD. SUBSTITUTIONS OF PLANT MATERIAL ARE NOT ALLOWED WITHOUT APPROVAL FROM LANDSCAPE ARCHITECT GIVEN PRIOR TO INSTALLATION. GRAPHIC QTY'S, PREVAIL OVER WRITTEN QTY'S. PRIOR TO COMMENCEMENT OF WORK THE LANDSCAPE CONTRACTOR SHALL CONTACT OWNERS REPRESENTATIVE FOR SPECIFIC INSTRUCTIONS RELEVANT TO THE SEQUENCING AND SCOPE OF WORK.
 - CONTRACTOR IS RESPONSIBLE FOR INSTALLING ALL LANDSCAPE SHOWN ON THIS PLAN. ANY DEFICIENCIES OR DEVIATIONS FROM THIS PLAN ARE TO BE APPROVED BY OWNER'S REPRESENTATIVE OR LANDSCAPE ARCHITECT. ANY CHANGES FROM THE APPROVED PLANS MAY REQUIRE APPROVAL FROM THE CITY OR COUNTY PLANNING DEPARTMENTS. LANDSCAPE CONTRACTOR TO PROVIDE ALL LABOR AND MATERIALS NECESSARY TO FURNISH SCOPE OF WORK AS SHOWN PER PLAN.
 - EXISTING TOPSOIL IS TO BE STOCKPILED AND USED TO ESTABLISH FINAL GRADES WITHIN LANDSCAPE AREAS. ALL STOCKPILED SOIL MUST BE CLEAR OF WEEDS, ROCKS AND DEBRIS BEFORE REUSE. ALL BERMED PLANTING BEDS TO BE CREATED WITH IMPORTED TOPSOIL.
 - GENERAL CONTRACTOR TO RE-SPREAD STOCKPILED SOIL AND ESTABLISH ROUGH GRADE CONDITIONS TO THE FOLLOWING SPECIFICATIONS:
 - 1" BELOW CURB FOR ALL SEEDED AREAS.
 - 2.5" BELOW CURB FOR ALL SODDED AREAS.
 - 4" BELOW CURB FOR ALL PLANTING, ROCK AND MULCH BEDS.
 - CONTRACTOR TO TILL PARKING LOT ISLANDS TO A DEPTH OF 30".
 - AMEND ALL PLANTING BEDS WITH CLASS 1 COMPOST. APPLY AT RATE OF 3 CYDS. PER 1000 SQUARE FEET TO ALL PLANTING BEDS AND MANICURED LAWN AREAS, AND 2 CYDS. PER 1000 SQUARE FEET FOR SEEDED AREAS. TILL, MIXING THOROUGHLY, INTO THE UPPER 8" OF SOIL.
 - FINE GRADE TO BE ESTABLISHED BY LANDSCAPE CONTRACTOR. FINE GRADE SHALL BE FREE OF ROCKS AND DEBRIS. FINE GRADE IN SEED AREAS SHALL BE FREE FROM ROCKS AND DEBRIS 1/2" AND GREATER. FINE GRADE IN SODDED AREAS SHALL BE FREE FROM ROCKS AND DEBRIS 1/2" AND GREATER. CONTRACTOR TO REPORT ANY POOR DRAINAGE CONDITIONS PRIOR TO CONSTRUCTION.
 - CONTRACTOR IS TO PROVIDE VERIFICATION THAT ALL SOD AND SEED IS OF THE SPECIES SHOWN ON THIS PLAN. NO SUBSTITUTIONS WILL BE ALLOWED. SOD TO BE LAID WITH TIGHT STAGGERED EDGES AND BE ROLLED AFTER INSTALLATION. SEEDED AREAS CANNOT BE SUBSTITUTED WITH SOD.
 - MULCHES: ALL PLANTING BEDS THAT CALL FOR WOOD MULCH TO RECEIVE 4" ORGANIC SHREDDED BARK MULCH. SHREDDED MULCH IS TO BE OF FIBROUS MATERIAL, NOT CHIPS OR CHUNKS. NO FABRIC IS TO BE PLACED UNDER WOOD/ORGANIC MULCH. ALL MULCHED BEDS ARE TO BE SPRAYED WITH WATER AFTER INSTALLATION TO HELP MULCH TO MAT DOWN.

ALL AREAS THAT CALL FOR COBBLE/ROCK MULCH TO RECEIVE MIN. 3" DEPTH, UNLESS NOTED OTHERWISE.

TREES IN COBBLE/ROCK MULCH, SOD AND SEEDED AREAS TO RECEIVE 4" DIAMETER OF WOOD MULCH RING, 3" DEEP. SHRUBS AND GROUNDCOVERS IN COBBLE/ROCK MULCH SOD AND SEEDED AREAS TO RECEIVE A WOOD MULCH RING AT 2X DIAMETER OF ROOT BALL, 3" DEPTH. NO FABRIC UNDERLAYMENT TO BE PLACED UNDER ROCK OR WOOD MULCH.
 - CONTRACTOR IS TO PROVIDE A ONE YEAR WARRANTY ON ALL PLANT MATERIAL, TURF, IRRIGATION COMPONENTS, AND WORKMANSHIP. REPLACEMENT PLANT MATERIALS SHALL BE OF THE SAME SPECIES AND SIZE AS THE DECAYED OR DEAD PLANT MATERIAL. WARRANTY IS VOID IF PLANT MATERIAL ARE UNDER OR OVER-WATERED/FERTILIZED, DAMAGED BY VANDALISM OR NEGLECTED BY OWNER AFTER FINAL MAINTENANCE PERIOD AND FINAL ACCEPTANCE IS PROVIDED.

REMOVE ALL TREE STAKING MATERIALS AT END OF WARRANTY, PRIOR TO FINAL ACCEPTANCE

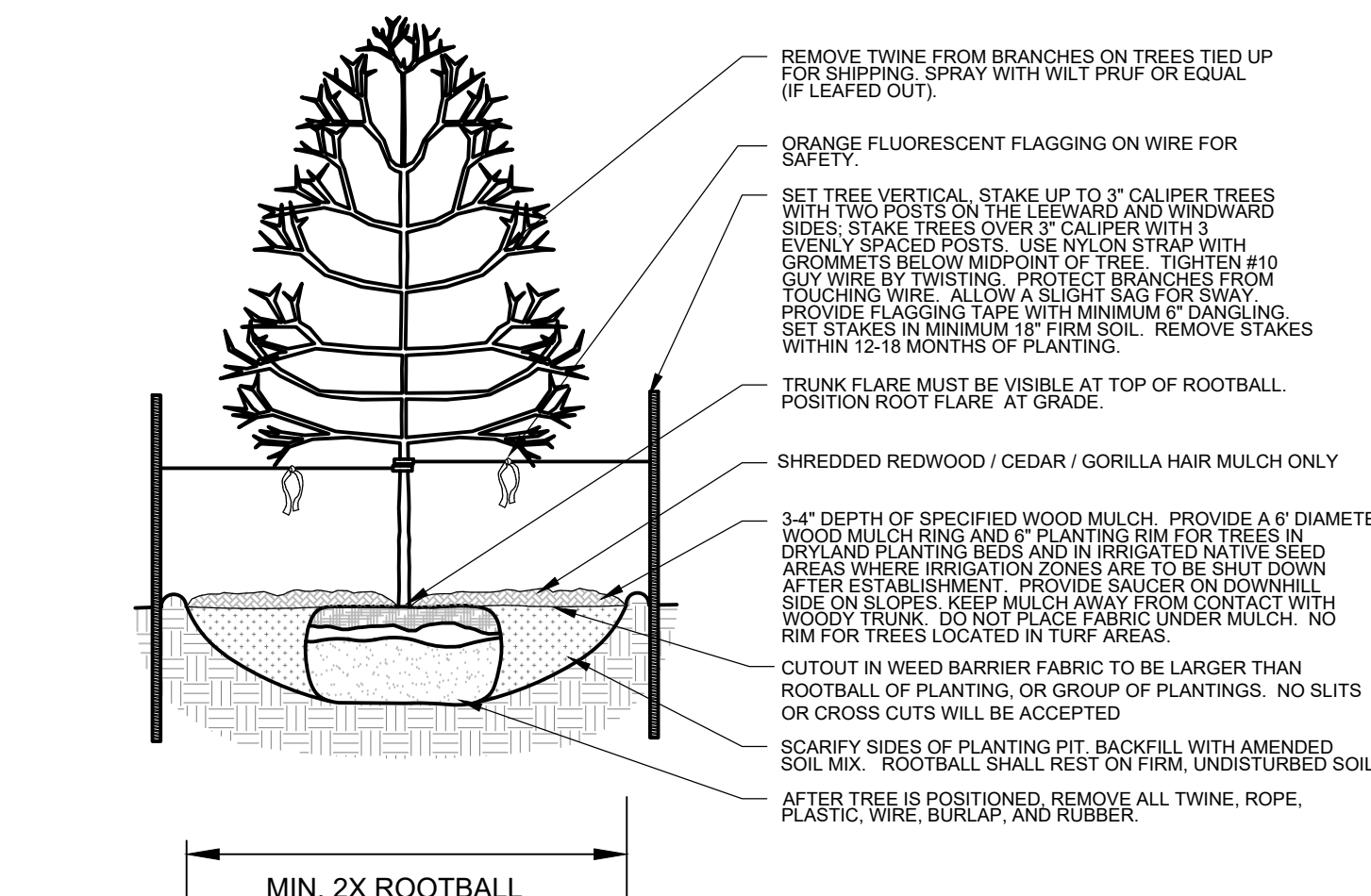
- NOTES:
- DO NOT REMOVE OR CUT LEADER.
 - PRUNE ONLY DEAD OR BROKEN BRANCHES IMMEDIATELY PRIOR TO PLANTING.
 - DO NOT REMOVE ANY DOUBLE LEADER, UNLESS OTHERWISE DIRECTED BY OWNERS REPRESENTATIVE.
 - KEEP PLANTS MOIST AND SHADED UNTIL PLANTING.
 - AMENDED BACKFILL SHALL BE AS STATED ON THIS SHEET.
 - MARK THE NORTH SIDE OF TREE IN THE NURSERY, AND ROTATE TREE TO FACE NORTH AT THE SITE WHENEVER POSSIBLE.
 - PINE AND SPRUCE TREES TO BE SPRAYED FOR IPS BARK BEETLE PRIOR TO PLANTING. COORDINATE WITH CITY FORESTRY FOR CURRENT INSECT AND DISEASE RECOMMENDATIONS PRIOR TO PLANTING.
 - ALL TREES TO BE DEEP WATERED AT TIME OF PLANTING.



L2.0 EVERGREEN TREE PLANTING DETAIL SECTION NOT TO SCALE

- SEED MIX INSTALLATION: CONTRACTOR TO DRILL SEED WITH BRILLION TYPE APPLICATOR AND APPLY "SOIL GUARD" BONDED FIBER MATRIX (BFM), WHERE INDICATED PER PLAN AND SCHEDULES. APPLY SEED IN TWO DIRECTIONS (PERPENDICULAR OF THE OTHER) ADD SOIL GUARD BFM FOR DRILL SEEDING WHERE NOTED PER PLAN AND ON ALL SLOPES 5:1 TO 3:1. FOR AREAS WITH 3:1 SLOPES OR GREATER CONTRACTOR TO USE SOIL GUARD APPLICATION ONLY (IN LIEU OF HYDROMULCH) CONTRACTOR TO SPOT SEED NON-GERMINATING AREAS (3) MONTHS AFTER INITIAL SEED APPLICATION. CONTRACTOR TO RE-SEED ALL BARE AREAS (6"x6") AND GREATER AFTER (6) MONTHS FROM SEED GERMINATION OR AT THE BEGINNING OF THE FOLLOWING GROWING SEASON. PRIOR TO THE 11-MONTH WARRANTY INSPECTION RE-APPLY SOIL GUARD AND SEED MIX TO ALL BARE AREAS (6"x6" OR GREATER) AND TO ALL BARE AREAS (4"x4" OR GREATER) ON ALL SLOPES 3:1 AND GREATER.
- REMOVED DEAD TWIGS AND BRANCHES FROM ALL NEW AND EXISTING PLANT MATERIAL IN A MANNER THAT DOES NOT CHANGE THE NATURAL HABIT OF THE PLANT MATERIAL. SCARES OF 1" OR MORE SHALL BE PAINTED WITH ORGANIC TREE PAINT. CENTRAL LEADERS SHALL NOT BE REMOVED AT ANY TIME. NEWLY PLANTED TREES WITHOUT CENTRAL LEADERS WILL BE REJECTED.
- CONTRACTOR TO APPLY FERTILIZER IN SPRING & LATE SEPTEMBER. WATER THOROUGHLY AFTER APPLICATION OF FERTILIZERS.
- ALL SEEDED AND SODDED AREAS TO HAVE RECOMMEND FERTILIZER APPLICATIONS ADDED ONCE IN MID TO LATE JUNE AND ONCE IN LATE SEPTEMBER. WATER THOROUGHLY AFTER APPLICATION OF FERTILIZERS.
- ALL PLANT MATERIALS AND UTILITIES ARE SHOWN AT AN APPROXIMATE LOCATIONS. THE CONTRACTOR MAY NEED TO ADJUST LOCATIONS OF PLANT MATERIAL TO ADHERE TO SPECIFIC ON-SITE CONDITIONS AND CODE REQUIREMENTS. ALL TREES AND SHRUBS TO BE PLACED AT 2' MINIMUM BACK OF CURB. CONTRACTOR TO CALL FOR UTILITY LOCATES BEFORE PLANTING (TYP.) 1-800-922-1987, OR CALL 811 BEFORE YOU DIG!
- STEEL EDGING TO BE USED TO SEPARATE ALL TURF AND/OR SEEDED AREAS FROM PLANTING BEDS. USE PERFORATED EDGING SEGMENTS TO OBTAIN POSITIVE DRAINAGE FOR ALL DRAINAGE SWALES OR AREAS OF STANDING WATER.
- CONTRACTOR TO PROVIDE COBBLE & UNDERLAYMENT FOR BUILDING DRAINS AND SWALES THROUGH LANDSCAPED AREAS.
- ALL REQUIRED LANDSCAPING TO BE INSTALLED PRIOR TO ISSUANCE OF THE CERTIFICATE OF OCCUPANCY.
- ALL NURSERY STOCK TO CONFORM TO THE AMERICAN STANDARD FOR NURSERY STOCK (ANSI z60.1) AND THE COLORADO NURSERY ACT.
- CONTRACTOR IS RESPONSIBLE FOR CONTACTING LANDSCAPE ARCHITECT FOR ALL REQUIRED INSPECTIONS. PROVIDE AT LEAST 48 HOURS NOTICE TO SCHEDULE AN INSPECTION. REQUIRED INSPECTIONS INCLUDE A LANDSCAPE LAYOUT AND PLANT MATERIAL VERIFICATION AND PLACEMENT INSPECTION, IRRIGATION MAIN LINE INSPECTION, LANDSCAPE AND IRRIGATION PUNCH LIST INSPECTION, AND A LANDSCAPE AND IRRIGATION FINAL INSPECTION.
- MAINTENANCE: THE OWNER OF THIS PROPERTY AND ANY FUTURE OWNERS SHALL BE RESPONSIBLE FOR THE PROPER LANDSCAPE AND IRRIGATION MAINTENANCE OF THIS SITE AND ANY RIGHT OF WAY AREAS BETWEEN THE CURB AND PROPERTY LINES OF THIS SITE. MAINTENANCE OF THIS SITE INCLUDES, BUT IS NOT LIMITED TO, IRRIGATION INSPECTIONS AND ADJUSTMENTS, IRRIGATION SYSTEM SHUT DOWN AND START UP, IRRIGATION LEAK REPAIR, LANDSCAPE WEEDING, MOWING, SEEDING, FERTILIZATION, WOOD MULCH AND ROCK COVER REPLACEMENT, PRUNING, AND PLANT MATERIAL REPLACEMENT (INCLUDING ANNUAL BEDS). ALL MAINTENANCE SHOULD BE IN ACCORDANCE WITH STANDARDS SPECIFIED WITHIN THE "ALCC SPECIFICATIONS HANDBOOK" REVISED EDITION- 1996. OWNER SHOULD CONTACT LANDSCAPE CONTRACTOR OR LANDSCAPE ARCHITECT REGARDING ANY QUESTIONS RELATING TO THE LANDSCAPE OR IRRIGATION MAINTENANCE OF THIS SITE.

- NOTES:
- MARK THE NORTH SIDE OF TREE IN THE NURSERY, AND ROTATE TREE TO FACE NORTH AT THE SITE WHENEVER POSSIBLE.
 - AT TIME OF PLANTING, DO NOT REMOVE OR CUT LEADER AND PRUNE ONLY DEAD OR BROKEN BRANCHES. CROSS OVER BRANCHES. AND WEAK OR NARROW CROTCHES. SOME INTERIOR TWIGS AND LATERAL BRANCHES MAY BE PRUNED. HOWEVER, DO NOT REMOVE THE TERMINAL BUDS OF BRANCHES THAT EXTEND TO THE EDGE OF THE CROWN.
 - STRUCTURAL PRUNING SHOULD NOT BEGIN UNTIL AFTER ESTABLISHMENT PERIOD, USUALLY TWO GROWING SEASONS.
 - KEEP PLANTS MOIST AND SHADED UNTIL PLANTING.
 - DO NOT FERTILIZE FOR AT LEAST ONE GROWING SEASON.
 - AMENDED BACKFILL SHALL BE AS STATED ON THIS SHEET.
 - WRAP TRUNK ON EXPOSED SITES AND SPECIES WITH THIN BARK. USE ELECTRICAL OR DUCT TAPE, NOT TWINE.
 - COORDINATE WITH CITY FORESTRY FOR CURRENT INSECT AND DISEASE RECOMMENDATIONS PRIOR TO PLANTING.
 - DEEP WATER ALL PLANTS AT TIME OF PLANTING.



L2.0 DECIDUOUS TREE PLANTING DETAIL SECTION NOT TO SCALE

PLAN NOTES:

- DEVELOPER WILL INSTALL ALL PRIVACY FENCING. TREES AND IRRIGATION IN THE LANDSCAPE BUFFERS. LANDSCAPE BUFFERS WILL BE OWNED AND MAINTAINED BY A COMMON OWNERS ASSOCIATION. FENCING, LANDSCAPING AND IRRIGATION ON THE INDIVIDUAL LOTS WILL BE THE RESPONSIBILITY EACH LAND OWNER AS THE LOTS ARE DEVELOPED.
- NO SUBSTITUTIONS WITHOUT PREVIOUS APPROVAL OF LANDSCAPE ARCHITECT. UNAPPROVED DEVIATIONS FROM THIS PLAN WILL BE RECTIFIED AT CONTRACTORS EXPENSE. THIS INCLUDES DEVIATIONS OF CULTIVARS FROM THOSE PROPOSED. SEE NOTE #11 FOR ID TAG RETENTION REQUIREMENTS.
- CONTRACTOR TO PROVIDE ANALYSIS OF ANY AMENDMENTS PROPOSED FOR PLANTING AREAS PRIOR TO INSTALLATION OF SUCH MATERIALS.
- CONTRACTOR TO PROVIDE RECEIPTS TO LANDSCAPE ARCHITECT FOR ALL SEEDING PROPOSED ON SITE, PRIOR TO INSTALLATION OF SEEDING MATERIALS.
- NO FABRIC UNDER WOOD MULCH IN ANY AREAS. ALL PLANTS IN ROCK MULCH AREAS TO RECEIVE SHREDDED CEDAR MULCH RINGS. MASSING SHALL HAVE CONTINUOUS SHREDDED MULCH BANDS. SEE DETAILS SHEET L2.0.
- ALL EMITTERS TO BE PLACED AT THE APPROPRIATE LOCATIONS. ALL EMITTERS TO USE MICRO TUBING, STAKES, AND BUG CAPS.
- SEE LANDSCAPE DETAILS SHEET FOR ADDITIONAL NOTES AND DETAILS.
- RETAIN 10% OF ALL PLANT TAGS PER SPECIES FOR DURATION OF WARRANTY PERIOD.

EXISTING TREE PROTECTION DIRECTIONS:

PROTECTIVE FENCING:

FOUR FEET HEIGHT PROTECTIVE FENCING IS TO BE INSTALLED AROUND THE EXISTING TREES TO REMAIN PRIOR TO CONSTRUCTION ON THIS SITE. CONTRACTOR IS TO TAKE PRECAUTIONS TO ENSURE THAT EXISTING ROOTS AND LIMBS ARE NOT DAMAGED DURING EXCAVATION ADJACENT TO TREES. FENCING IS TO BE INSTALLED BELOW THE EDGE OF THE CANOPY OF THE EXISTING TREES TO REMAIN. FENCING IS TO REMAIN IN PLACE FOR THE DURATION OF CONSTRUCTION.

IF ROOT PRUNING IS NECESSARY FOR GRADING, EXCAVATING, OR INSTALLATION OF IRRIGATION SYSTEM, ALL ROOT PRUNING IS TO TAKE PLACE OUTSIDE OF THE PROTECTIVE FENCING AROUND EACH TREE. CONTRACTOR IS TO TRENCH 12" AWAY FROM PROTECTIVE FENCING. ANY ROOTS LARGER THAN 2" ARE TO BE SAW CUT. CONTRACTOR IS TO HAND DIG ANY TRENCHES AND SAW CUT ANY INTERFERING ROOTS INSIDE THE PROTECTIVE FENCE AREAS.

WATERING, MULCHING, AND FERTILIZATION:

PRIOR TO CONSTRUCTION CONTRACTOR IS TO PLACE A 4" DEPTH OF WOOD CHIPS OR MULCH INSIDE THE PROTECTIVE FENCING OF EXISTING TREES TO REMAIN. CONTRACTOR IS TO PROVIDE REGULAR DEEP WATERING TO ALL EXISTING TREES TO REMAIN THROUGHOUT CONSTRUCTION. DURING CONSTRUCTION A SLOW-RELEASE NITROGEN FERTILIZER IS TO BE APPLIED AROUND THE BASE OF EACH TREE AT A RATE OF 2 LBS. PER 1000 S.F. (USE DRIP LINE OF TREE TO CALCULATE SQUARE FOOTAGE).

EXISTING TREE PROTECTION DETAIL

L2.0

IRRIGATION NOTES

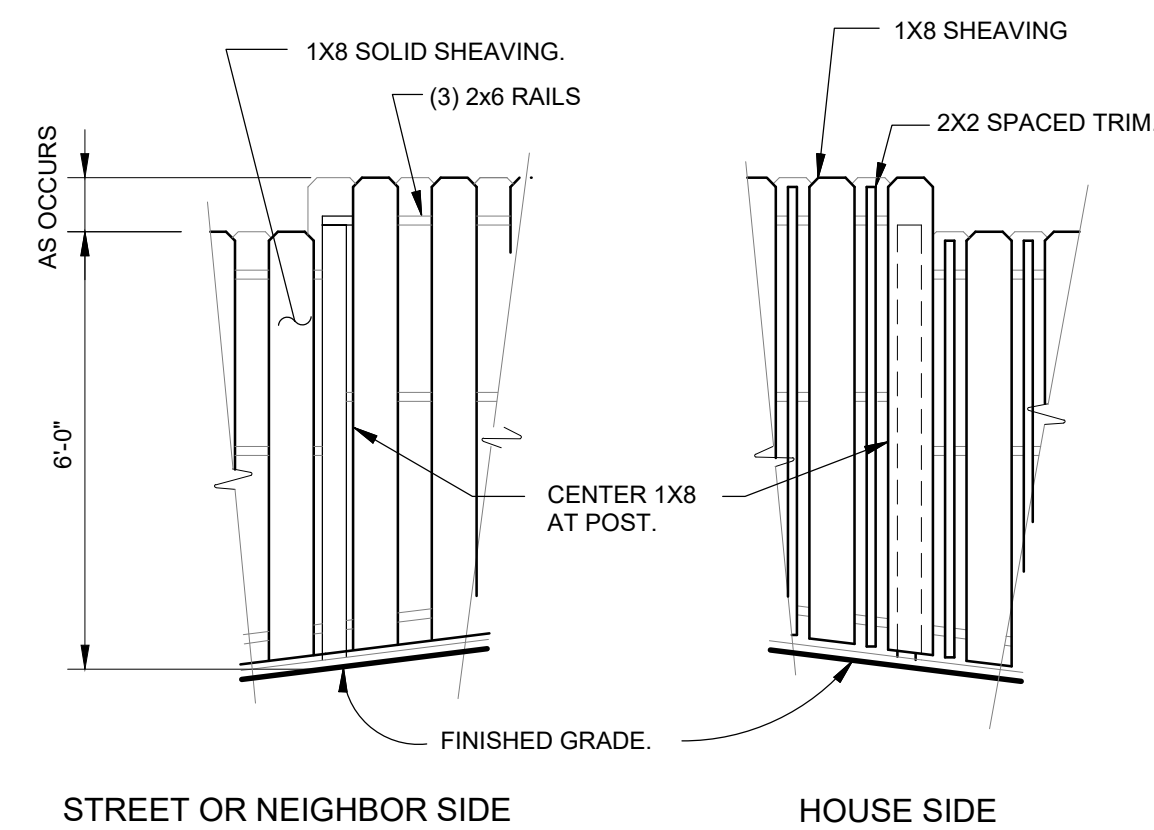
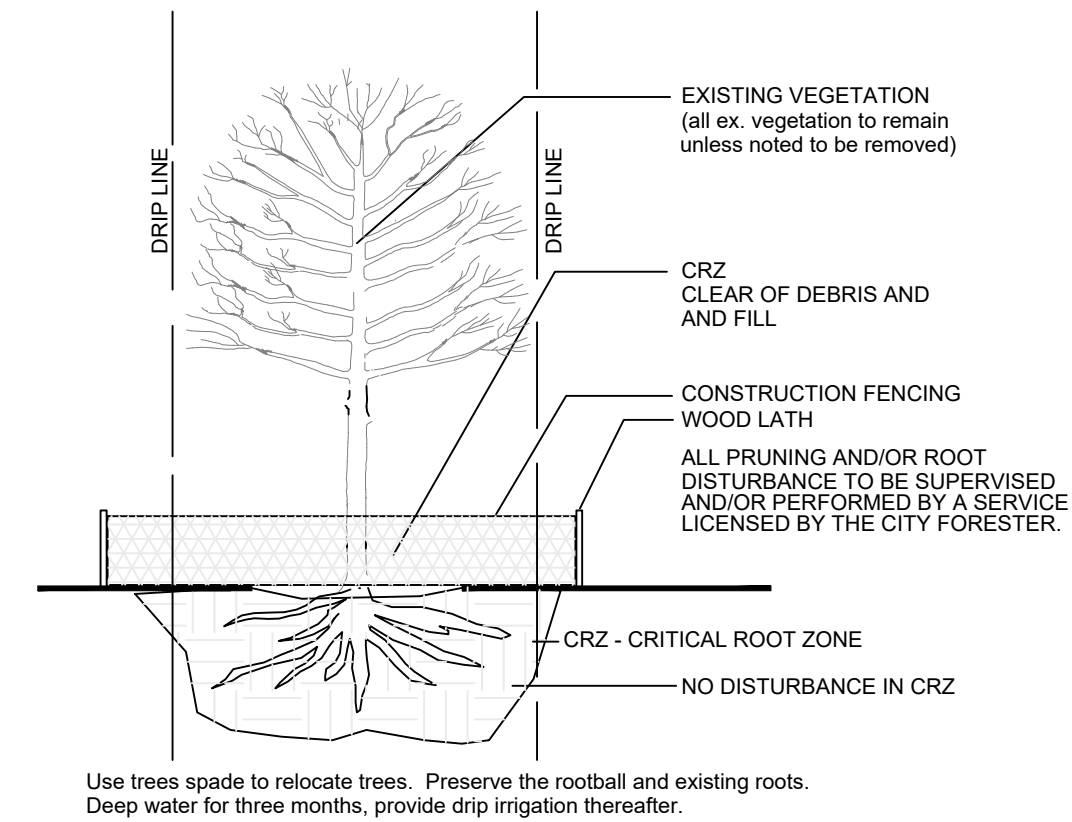
ALL TURF AREAS TO BE IRRIGATED WITH AN AUTOMATIC POP-UP SPRINKLER SYSTEM. ALL SHRUBS BEDS TO BE IRRIGATED WITH AUTOMATIC DRIP IRRIGATION SYSTEM. THE IRRIGATION SYSTEM IS TO BE ADJUSTED TO MEET THE NEEDS OF INDIVIDUAL PLANT MATERIAL.

IRRIGATION SYSTEM TO BE ADJUSTED AS NEEDED FOR PLANT ESTABLISHMENT FOR A PERIOD OF AT LEAST ONE (1) YEAR.

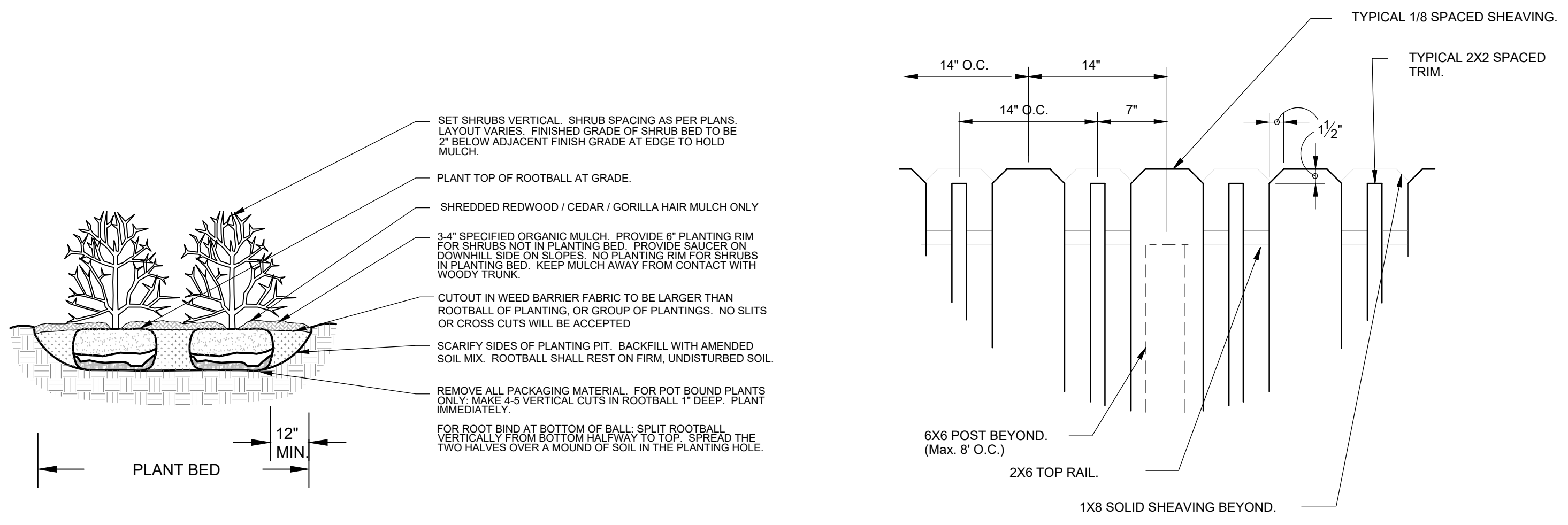
ADJUSTMENTS TO BE MADE AFTER ESTABLISHMENT BASED ON SPECIFIC PLANT REQUIREMENTS. SEE SUGGESTED RUN TIMES PROVIDED WITHIN THESE PLANS.

DESIGN OF IRRIGATION SYSTEMS TO MEET OR EXCEED LOCAL REQUIREMENTS AND INDUSTRY STANDARDS. CONSTRUCTION DOCUMENTS SUITABLE FOR DEVELOPMENT COORDINATION TO BE PROVIDED.

IRRIGATION SYSTEM TO BE DESIGNED USING APPROPRIATE COMPONENTS FOR PLANT MATERIAL, AND WILL INCLUDE A SMART ET CONTROLLER AND RAIN SENSOR.



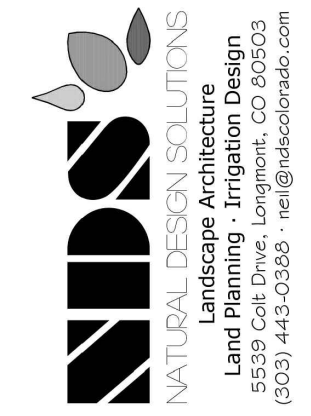
STREET OR NEIGHBOR SIDE HOUSE SIDE



L2.0 SHRUB PLANTING DETAIL SECTION NOT TO SCALE

L2.0 6' SHADOWBOX FENCE DETAIL SECTION NOT TO SCALE

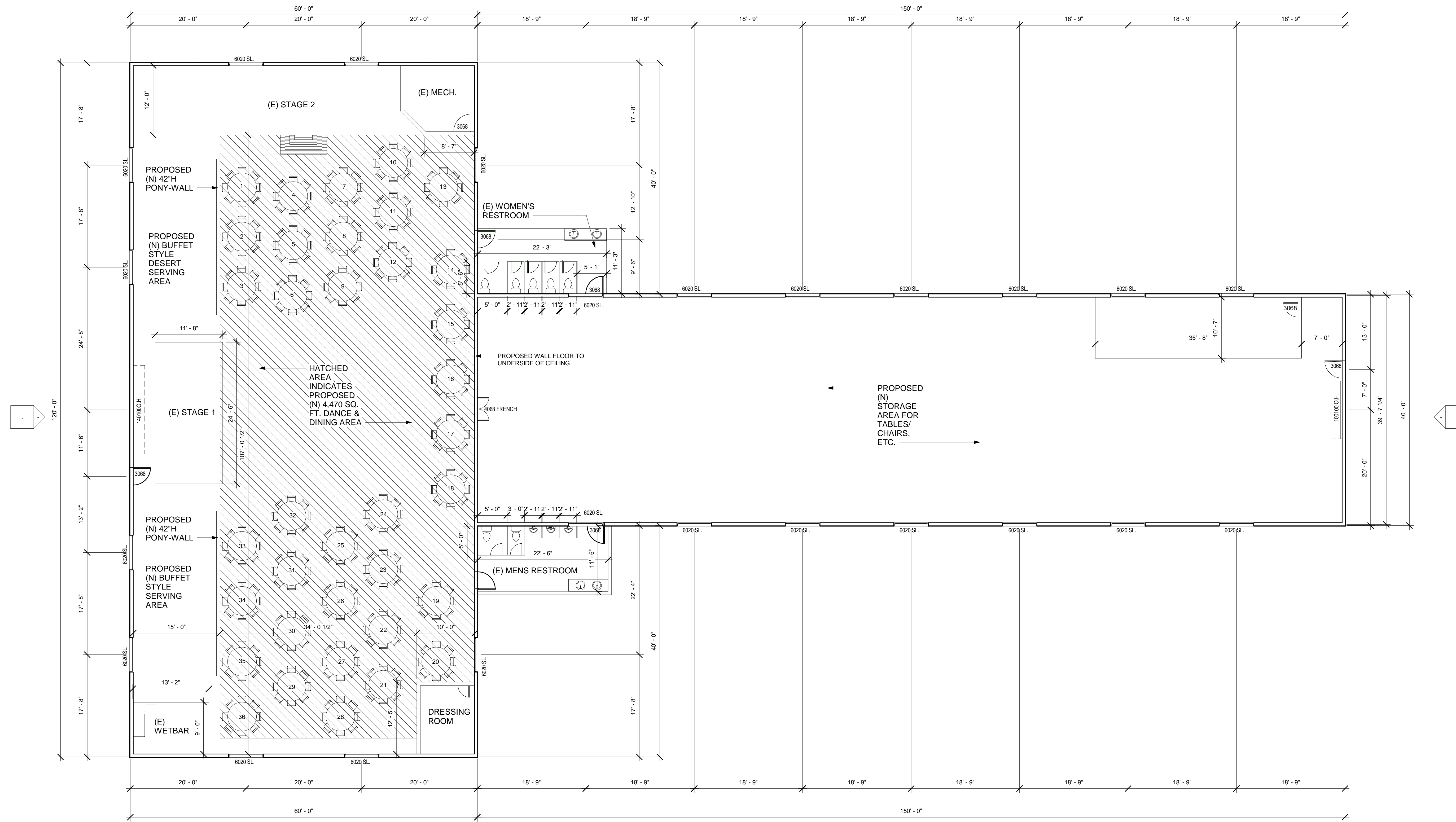
REVISIONS:	
City Comment:	02.02.22
City Comment:	05.20.22
City Comment:	06.08.22



6539 IMBODEN RD
ADAMS COUNTY, CO

PROJ. NO.:	
DATE:	12.21.21
SCALE:	See Sheet
DRAWN:	JRO
CHKD BY:	NAM
SHEET	L2.0

FINAL LANDSCAPE PLAN DETAILS & NOTES



1 First Floor Proposed
 1/8" = 1'-0"

Proposed New Building Use

6539 IMBODEN ROAD

TOWN OF WATKINS CO, 80022

Description	Date
Copyright 2020	
This document is an instrument of service, and as such remains the property of Mary y Cielo Custom Homes, and shall not be copied or disclosed in any form without written consent, Mary y Cielo Custom Homes, 2020	
Project number	Project Number
Date	3/14/2022

Proposed New
 Layout

A2

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: 6/24/2022

Project Number: RCU2021-00023

Project Name: GCSA Event Center

Commenting Division: Plan Coordination 5th Review

Name of Reviewer: David DeBoskey

Date: 06/21/2022

Email:

Pending Public Hearing

Commenting Division: Planner Review 5th Review

Name of Reviewer: David DeBoskey

Date: 06/21/2022

Email:

Complete

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DISTRICT 5

Commenting Division: Building Safety Review 5th Review

Name of Reviewer: Chris Bertrand

Date: 06/16/2022

Email:

Complete

BSD1- Building permits would be required for each structure. Engineered plans will be required to obtain permits.

BSD2- Applicant should refer to commercial and industrial submittal requirements. Here is a link for your requirements

https://epermits.adcogov.org/sites/default/files/Commercial_Industrial%20Submittal%20Requirements_20_0.pdf

BSD3- Current adopted codes are the 2018 International Building Codes and the 2017 National Electrical Code.

BSD4- Applicant should contact Fire Department for their requirements. This is a separate permit, review, and inspection with your local fire department.

Commenting Division: Application Intake 5th Review

Name of Reviewer: Amanda Buesgens

Date: 06/09/2022

Email:

Complete

Commenting Division: Plan Coordination 4th Review

Name of Reviewer: David DeBoskey

Date: 06/07/2022

Email:

Resubmittal Required

Commenting Division: Planner Review 4th Review

Name of Reviewer: David DeBoskey

Date: 06/07/2022

Email:

Resubmittal Required

PLN01: Please understand that the water permit you submitted for this property is for a residential well not commercial. The permit must be for a commercial well if you plan on having a commercial use. I realize that this should have been addressed earlier in the process, but this was recently brought to my attention.

PLN02: The submitted well permit is expired as well. If you have not constructed the residential well yet, you are not allowed to because the permit is expired. And for this commercial use, you should not get a residential well permit. You must get a new commercial well permit instead.

PLN03: The landscape plan still needs things to work on:

1. Throughout the entire southwest corner of the site, where there is space between the fence and the property line, there needs to be the same ratio of trees per foot as the other project site edges.

2. The eastern border of this abbreviated project site area shall have a fence like the other bufferyards. Since the adjacent use to this is agriculture (the rest of the site), the bufferyard must be the same as other site bufferyards.

Commenting Division: Application Intake 4th Review

Name of Reviewer: Kevin Mills

Date: 05/23/2022

Email:

Complete

Commenting Division: Plan Coordination 3rd Review

Name of Reviewer: David DeBoskey

Date: 05/10/2022

Email:

Resubmittal Required

Commenting Division: Planner Review 3rd Review

Name of Reviewer: David DeBoskey

Date: 05/10/2022

Email:

Resubmittal Required

Please refer to accompanying PDF as my comments could not fit in this text box.

Commenting Division: Development Engineering Review 3rd Review

Name of Reviewer: Eden Steele

Date: 05/09/2022

Email:

Complete

ENG1: The submitted traffic impact study indicated a northbound left turn deceleration lane will be required on Imboden Road at the site access intersection. Traffic impact study recommendations will need to be constructed prior to Certificate of Occupancy on the event center.

ENG2: Construction documents and drainage improvements will need to be permitted, constructed, and inspected prior to Certificate of Occupancy on the event center. Submitted drainage report adequately addressed drainage concerns for the conditional use permit application, but additional information may be required prior to building permit issuance. The applicant should submit an engineering review application after land use entitlements have been granted for the event center. The engineering review application must include the traffic impact study, onsite and public roadway construction documents, and the submitted drainage report/analysis.

Commenting Division: ROW Review 3rd Review

Name of Reviewer: David Dittmer

Date: 04/28/2022

Email:

Complete

Commenting Division: Application Intake 3rd Review

Name of Reviewer: Kevin Mills

Date: 04/22/2022

Email:

Complete

Commenting Division: Plan Coordination 2nd Review

Name of Reviewer: David DeBoskey

Date: 01/28/2022

Email:

Resubmittal Required

Commenting Division: Planner Review 2nd Review

Name of Reviewer: David DeBoskey

Date: 01/28/2022

Email:

Resubmittal Required

Please see the attached Word Document for my comments. I could not fit them into this comment area.

Commenting Division: Development Engineering Review 2nd Review

Name of Reviewer: Eden Steele

Date: 01/27/2022

Email:

Resubmittal Required

ENG1: The Traffic Impact Study is still outstanding.

ENG2: Review comments related to the drainage letter will be provided separately. The submitted drainage narrative sufficiently analyses drainage impacts of the proposed development for the conditional use application.

Commenting Division: ROW Review 2nd Review

Name of Reviewer: David Dittmer

Date: 01/11/2022

Email:

Resubmittal Required

ROW1: Site Plan must include:

1. location of OWTS (septic and leach field location with setbacks to structures)
2. Dimensions to structure from the front and a side lot line

ROW3: Pending engineering review, any storm water detention areas and outfall will need to be granted to the county by separate instrument and owned and maintained by the property owners.

Commenting Division: Application Intake 2nd Review

Name of Reviewer: Amanda Buesgens

Date: 01/05/2022

Email:

Complete

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Commenting Division: Planner Review

Name of Reviewer: David DeBoskey

Date: 10/22/2021

Email:

Resubmittal Required

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PLN01: The subject property is zoned Agricultural-3 (A-3). A-3 zoning is intended for to provide land primarily in holdings of at least thirty-five (35) acres for dryland or irrigated farming, pasturage, or other related food production uses. The proposed use requires a conditional use permit in the A-3 zone district.

PLN02: 4-09-02-12-03 EVENT CENTERS, MOVIE THEATERS

1. Minimum Parcel Area: one-half (½) acre

2. Security: The owner shall maintain one (1) full-time security guard for every ten thousand (10,000) square feet of event center or movie theater. Since the square footage is more than 10,000, you must maintain two guards.

PLN03: 4-13-04-03 Parking Space Required

1 space for each 4 seats or 1 space for each 40 sq. ft. of gross floor area available for the accommodation of movable seats in the event center, whichever is greater.

Building Sq ft. 13,200. $13,200/40 = 330$ parking spaces. Please submit a parking plan that reflects the appropriate amount (330) parking spaces.

PLN04: To establish the use on the property applicant must apply for a change-in-use permit. (4.02.01) The applicant can apply for the change-in-use permit through our e-permit center.

PLN05: A landscape plan is required within a change-in-use permit. Section 4-16 of the Development Standards and Regulations discusses landscaping requirements. A minimum of 10% of the site shall be landscaped. A landscape maintenance plan is also required. The plan should also include fencing details.

PLN06: The Adams County Comprehensive Plan has designated a future land use of Mixed Use Employment on this property. This designation indicates that the County envisions this area to be used for industrial purposes in the future. Our definition of Mixed Use Employment can be translated to C4-C5-I1 zones.

PLN05: 3-34 AIRPORT INFLUENCE ZONE (AIZ)

Structure is in AIZ but is NOT subject to Restriction Area One, which restricts full or part-time occupation for residential, commercial, institutional, or industrial uses.

PLN06: How many people does the applicant expect this event center hold?

In neighborhood summary, applicant states they told a participant that the building will hold up to 500 people, yet in their explanation of request and trip generation estimate they claim capacity will be 299. Why is there a difference?

PLN07: 2-09-06 (Criteria 4)"the Planning Commission and the Board of County Commissioners shall find, at a minimum, that the conditional use will not result in excessive traffic generation, noise, vibration, dust, glare, heat, smoke, fumes, gas, odors, or inappropriate hours of operation"

How can the applicant ensure that there will not be excessive noise, vibration, dust, glare, odors and inappropriate hours of operation? Moreover, how can they ensure that there will be no trespassing of neighbors' property?

PLN08: Please resubmit with a more detailed landscape and parking plan.

PLN09: Colorado Department of Public Health and Environment has concerns and questions, please address those

concerns in a written statement. Their comments are to be included with the staff comments.

Commenting Division: Development Engineering Review

Name of Reviewer: Eden Steele

Date: 10/19/2021

Email:

Resubmittal Required

ENG1: The peak hour traffic identified in the submitted trip generation analysis will likely result in traffic operational impacts associated with the access and left turn movements/deceleration lanes, presuming the majority of traffic will originate from I-70. An enhanced traffic analysis is required with the conditional use permit application. The analysis should evaluate turn movements and County auxiliary lane requirements described in Chapter 8, Section 8-01-08-02 of Adams County Development Standards and Regulations (ACDSR). The letter should address feasibility of required roadway improvements, and right-of-way constraints if applicable. Ensure the traffic analysis is signed and sealed by the design engineer.

ENG2: After land use entitlements have been granted by the BoCC, the applicant would be required to submit a full traffic impact study (TIS) and design plans of roadway improvements prior to building/change-in-use permit issuance. See Section 8-02 of the ACDSR for TIS guidelines. The TIS must be reviewed and approved by County staff, and TIS recommendations must be implemented before the use can commence on the site. A Development Agreement will likely be required.

ENG3: The applicant must submit a drainage letter with the conditional use application quantifying the impacts to onsite imperviousness with the proposed site plan/development.

ENG4: If the applicant increases on-site imperviousness by 3,000 SF or more, a drainage report and drainage plans prepared in accordance with Chapter 9 of the ACDSR may be required prior to building/change-in-use permit issuance. The level of Storm Drainage Study would be dictated by the total increase in imperviousness proposed by the developer, including the redevelopment of existing impervious areas. See Table 9.1 in Chapter 9 of the ACDSR for percent imperviousness thresholds, and Section 9-01-11 for County detention design requirements. The County may grant administrative relief from the criteria if the impervious area is less than 5% of the overall development and if the nature of the work applied for meets the intent of these standards and specifications. Such relief shall be based upon technical justification, sealed by a Colorado Registered Professional Engineer, submitted with the SDS. Low impact development (LID) standards shall be applied.

ENG5: Drainage reports, Traffic Impact Studies, and the associated civil site development construction documents are reviewed and approved through the "Engineering Review" (EGR) process as a condition precedent to the use. The applicant would be required to submit an "Onsite Grading and Drainage" EGR Application to epermitcenter@adcogov.org, along with all required transmittal items. Applications and further instructions can be found at <https://www.adcogov.org/current-planning-application-packets>.

Commenting Division: Environmental Analyst Review

Name of Reviewer: Charlotte Hampson

Date: 10/19/2021

Email:

Complete

ENV1. This parcel is located within the Airport Influence Zone. The intent of this district is to provide areas within the county suite for the economical development and safe operation of air carrier activities upon surrounding properties. The zone is also intended provide for notice and disclosure of the airport location to the owners of residential and non-residential properties in areas which may be subjected to aircraft activities of such duration and frequency which would constitute a nuisance to residential and other use.

ENV2. As to not interfere with aviation, no uses are allowed that would produce steam, smoke or otherwise pose a hazard to aviators (3-34-05-05-01).

ENV3. As to not interfere with aviation, uses must not emit glaring light or employ highly reflective surfaces which may impair the visibility of aviators, or shall the use create interference with the electronic communication among aviators and ground control (3-34-05-05-02).

ENV4. As to not interfere with aviation, uses must lack the potential of attracting birds and other wildlife species which may pose a hazard to flight operations (3-34-05-05-03).

ENV5. This parcel is located within the Airport Height Overlay. The purpose of this overlay is to protect residential and non-residential land uses in areas which may be subjected to frequent overflights by aircraft flying low to the ground upon an approach to landing, upon takeoff, or operating in a traffic pattern at an aviation facility. Within this area, the hazards of natural and man-made objects may create severe hazards to aviation and must be regulated accordingly.

ENV6. Applicants requesting conditional uses, temporary and special uses, must complete an FAA aeronautical study on obstructions to determine if the proposal could be a hazard to air navigation. More detailed information on what is required upon findings of an FAA aeronautical study can be found in section 3-33-04-01 of the Adams County Development Standards and Regulations.

Commenting Division: Neighborhood Services Review

Name of Reviewer: Gail Moon

Date: 10/11/2021

Email: gmoon@adcogov.org

Complete

Code Compliance has an OPEN VIOLATION at this location. The case VIO2021-01017 is currently at a "Courtesy Notice Sent" status. I believe this notice triggered this application. We haven't issued an official violation notice due to the fact that the owner's applied for the CUP and we haven't seen any evidence that any further events have been taking place during this process. If we receive information about events occurring at the location during this application process, we will move forward with the OFFICIAL violation notice.

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Commenting Division: Planner Review

Name of Reviewer: David Deboskey

Date: 10/08/2021

Email:

Complete

Commenting Division: Planner Review

Name of Reviewer: Nick Eagleson

Date: 10/07/2021

Email:

External Agencies Selected

Commenting Division: ROW Review

Name of Reviewer: David Dittmer

Date: 09/29/2021

Email:

Resubmittal Required

ROW1: A detailed Site Plan to scale will need to be provided with all information as provided in hand drawn plan. The entire lot boundary with setbacks from lot lines to structure, location and setbacks to septic system and leach field, drawn parking stalls with Handicap locations, all easements affecting the property, driveway location and width, approval letter from the fire department for the drive, location of water well, and all other criteria required for review and approval. The services of a state licensed surveyor will be necessary to provide this information.

ROW2: Per Engineering review and traffic impact study, additional right-of-way may be required and dedicated to Adams County. Imboden is classified as a Section Line Arterial and should have a half width of 60'. At a minimum, 30' of right-of-way shall be required and dedicated to Adams County for the prescriptive right of way that has not been previously dedicated. A state licensed surveyor will need to provide existing and the required dedication verification. The traffic impact study will determine the remaining 30' of right-of-way, should it be required.

ROW3: An access permit is required for this lot associated with building permit BDP20-1030 for the existing structure as none pulled for this building and is required to tie driveway into county right-of-way.

Commenting Division: Addressing Review

Name of Reviewer: David Dittmer

Date: 09/29/2021

Email:

Complete

ROW1: Address will be provided upon approval of the CUP.

Commenting Division: Planner Review

Name of Reviewer: David Deboskey

Date: 09/28/2021

Email:

External Agencies Selected

Commenting Division: Planner Review

Name of Reviewer: David Deboskey

Date: 09/28/2021

Email:

External Agencies Selected

Commenting Division: Planner Review

Name of Reviewer: David Deboskey

Date: 09/22/2021

Email:

External Agencies Selected

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October 12, 2021

David Debosky
Adams County Community and Economic Development
4430 South Adams County Parkway, Suite W2000A
Brighton, CO 80601

RE: GCSA Event Center, RCU2021-00023
TCHD Case No. 7276

Dear Mr. Debosky,

Thank you for the opportunity to review and comment on the Conditional Use Permit application for an event center located at 6539 Imboden Road. Four events per month with up to 299 people are proposed. 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 System (OWTS) – Use Permit

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. Tri-County Health Department Regulation Number O-17, Section 4.2 requires a Use Permit be obtained when the property changes use or when TCHD does not have record of the system. TCHD does not have record of an OWTS on the subject property. TCHD recommends that Adams County require that the applicant obtain a Use Permit through TCHD prior to approval of the conditional use permit.

To obtain a Use Permit, the OWTS will need to be inspected by a National Association of Wastewater Technicians (NAWT) Certified Use Permit Inspector. A list of Certified Inspectors is available here <http://www.nawt.org/search.html>. If it is determined by the inspector that the system has deficiencies that require repair, these repairs must be completed prior to TCHD issuing a Use Permit.

In order to obtain a Use Permit, the applicant may contact TCHD Aurora East Office, 15400 E. 14th Place - Suite 115, Aurora, CO 80011, 303-341-9370. More information is available at <http://www.tchd.org/269/Septic-Systems> under the Use Permit tab.

On-Site Wastewater Treatment System (OWTS) – Engineer Evaluation

In addition to the Use Permit, the applicant shall provide proof that the existing system is sized appropriately for the proposed use and that the resulting design flow for the OWTS does not exceed 2000 gallons per day, provided by a qualified professional such

as a wastewater engineer. TCHD recommends that Adams County require review and approval by TCHD prior to issuance of the Conditional Use Permit.

The site plan indicates parking for the event will be located on the north and south sides of the building. It is not clear how attendees will access the north parking lot. Based on the site plan included with the case referral materials, the OWTS is located east of the building, and attendees may drive over the sewer line to access the north lot. The grade of pipe used for the sewer line shall be evaluated to determine if it can accommodate car traffic; or traffic shall be directed so as not to cross the sewer line.

The applicant may contact Michael Weakley at (720) 200-1593 or mweakley@tchd.org with questions or for more information.

Well Permitting

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. The Colorado Division of Water Resources (DWR) is the agency that regulates well permitting. There does not appear to be a commercial well on the property. The applicant shall contact The DWR to update the well designation for commercial use. More information can be found here <https://dwr.colorado.gov/>.

Domestic Well

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>.

Public Water System (PWS)

Systems serving 25 or more persons on average, a minimum of 60 days per year are subject to regulation by the Colorado Department of Public Health and Environment

(CDPHE) as a non-community drinking water system. If the water system is not approved by CDPHE, or if it will need to be expanded, or to determine if the system meets the definition of a PWS, the applicant shall contact the CDPHE Drinking Water Section at (303) 692-3500 or <https://www.colorado.gov/pacific/cdphe/drinking-water> to determine requirements for the drinking water system.

Fugitive Dust on Unpaved Parking Lots and Roads

Unpaved roads and parking lots in traffic and parking areas may contribute to increased fugitive dust emissions which can have negative impacts on health. The applicant should develop a plan for fugitive dust control including the application of water on unpaved areas when needed based on dry conditions. Control measures or procedures that may be employed include, but are not limited to, watering, chemical stabilization, carpeting roads with aggregate, paving, suggested speed restrictions or other techniques. Non-potable water used for dust suppression or any other non-potable uses should be labeled appropriately. The case referral materials indicate that the driveway and parking areas are recycled asphalt. This should address dust sufficiently.

Noise – Loud Use

Regular exposure to elevated sound levels can have a negative impact on both physical and mental health by increasing the risk of stress, hearing impairment, hypertension, ischemic heart disease, and sleep disturbance. Colorado's noise abatement statute (CRS 25-12-103) sets maximum permissible noise levels for various land uses at different time periods. Noises that exceed these levels are considered to be a public nuisance. Noise levels from commercial uses are considered a public nuisance if they exceed 60 db(A) beyond 25 feet of the property boundary during the day (7 a.m. – 7 p.m.). At night (7 p.m. - 7 a.m.), the nuisance level is 55 db(A). A noise analysis should be conducted to evaluate the potential impact of noise from the proposed use to surrounding areas. TCHD recommends that the applicant consider how noise mitigation measures could aid in the mitigation of nuisance noises. These measures could include setbacks, sound walls, vegetative barriers, construction design, operational practices, or similar measures.

Please feel free to contact me at 720-200-1575 or kboyer@tchd.org if you have any questions about TCHD's comments.

Sincerely,



Kathy Boyer, REHS
Land Use and Built Environment Specialist III

cc: Sheila Lynch, Dylan Garrison, Michael Weakley, TCHD



February 22, 2022

Kurt Rollin, P.E.
CES Consultants, LLC
721 4th Street, Suite I
Ft. Lupton, Colorado, 80621

RE: GCSA Event Center Wastewater, RCU2021-00023
TCHD Case No. 7276

Dear Mr. Rollin,

Thank you for the opportunity to review and comment on the wastewater design flows for an event center located at 6539 Imboden Road. Tri-County Health Department (TCHD) staff previously reviewed the application for the Conditional Use Permit and responded in a letter dated October 12, 2021.

The applicant has provided calculations by CES Consultants, LLC for on-site wastewater design flows, in accordance with our October 12, 2021 letter to Adams County. Daily flows are estimated to be 1490 Gallons per Day (GPD), which is below the 2000 GPD threshold for State approval and regulation. The wastewater system may therefore be permitted as an Onsite Wastewater Treatment System (OWTS) through TCHD. TCHD is satisfied with the calculations, and the plan to build or expand on the existing On-Site Wastewater Treatment System (OWTS) to meet the proposed daily flows.

Tri-County Health Department Regulation Number O-17, Section 4.2 requires a Use Permit be obtained when the property changes use or when TCHD does not have record of the system. TCHD did not have record of an OWTS on the subject property. In accordance with our October 12, 2021 letter, the applicant has applied for a Use Permit. However, the existing OWTS is not appropriately sized for the projected flows. Therefore, it will be necessary for the system to be expanded and permitted by TCHD prior to approval of the Conditional Use Permit for the event center.

The site plan included with the case referral materials indicates parking for the event will be located on the north and south sides of the building. It is not clear how attendees will access the north parking lot. Based on the site plan, the OWTS is located east of the building, and attendees may drive over the sewer line to access the north lot. The grade of pipe used for the sewer line shall be evaluated to determine if it can accommodate car traffic; or traffic shall be directed so as not to cross the sewer line.

The applicant may contact Michael Weakley at (720) 200-1593 or mweakley@tchd.org with questions or for more information; and may continue the Use Permit process with

GCSA Event Center Wastewater
Date
Page 2 of 2

Brian Mead at the TCHD Aurora East Office, 15400 E. 14th Place - Suite 115, Aurora, CO 80011, 303-341-9370, bmead@tchd.org. More information on obtaining a permit to expand is available at <http://www.tchd.org/269/Septic-Systems> under the Use Permit tab.

This letter is meant to address provision of wastewater services only, and does not address TCHD's previous comments regarding noise, dust, or provision of drinking water.

Please feel free to contact me at 720-200-1575 or kboyer@tchd.org if you have any questions about TCHD's comments.

Sincerely,

A handwritten signature in black ink, appearing to read 'K Boyer', with a horizontal line extending to the right.

Kathy Boyer, REHS
Land Use and Built Environment Specialist III

cc: Sheila Lynch, Keith Homersham, Michael Weakley, Brian Mead, TCHD
Charles Cousino, CDPHE
David Deboskey, Adams County

February 28, 2022

David DeBoskey, Planner I
Adams County Community and Economic Development Department
4430 South Adams County Parkway; Suite W2000A
Brighton, CO 80601-8216

Subject GCSA Event Center (RCU2021-00023) - Conditional Acceptance as 2,000 gpd or less
6539 Imboden Rd.
Adams County, CO

Dear Mr. DeBoskey:

The Water Quality Control Division (division) received the request to review the proposed conditional use permit request for the GCSA Event Center from Adams County Community and Economic Development Department on September 23, 2021. On February 14, 2022 the division received additional information relative to the proposed use and wastewater flows for this facility. This information was used to accurately evaluate if the GCSA Event Center meets the definition of a domestic wastewater treatment works or if it is an OWTS accepting less than or equal to 2,000 gpd.

Subsequent to the review of this information, the division is amenable to the GCSA Event Center site to be permitted by the Tri-County Health Department as an OWTS with a design capacity of 2,000 gpd or less. The Division's acceptance of this proposal is based on the following:

- The event center will only include a warming kitchen; no major food service. Subsequently, all meal preparation will be conducted off-site and catered to the facility.
- The event center will not provide a dishwasher, thus all plate, pan and utensil washing will be conducted off-site.
- The event center will be required to track indoor water usage and event population for a minimum of two years and provide a report of such data to the Tri-County Health Department on an annual basis.
- Should the data indicate that flows from the facility exceed 2,000 GPD based on the maximum monthly average flow, the local permit terminates, the OWTS becomes subject to the Water Quality Control Act, and GCSA Event Center must modify or construct a domestic wastewater treatment works following the applicable State of Colorado statutes, regulations, and policies.

The division appreciates the opportunity to work with GCSA Event Center, Adams County Community and Economic Development Department, and the Tri-County Health Department through this process. If you have any questions, please contact me at chuck.cousino@state.co.us.

Sincerely,

Charles J. Cousino, REHS
On-site Wastewater Treatment System Coordinator
Engineering Section
Water Quality Control Division
Colorado Department of Public Health and Environment

cc: Mike Weakly, Tri-County Health Department
Kurt Rollin, P.E., CES Consultants





October 14, 2021

David DeBoskey, Planner I
Adams County Community and Economic Development Department
4430 South Adams County Parkway; Suite W2000A
Brighton, CO 80601-8216

RE: GCSA Event Center; RCU2021-00023
6539 Imboden Rd.
Adams County, CO

Dear Mr. DeBoskey:

The Water Quality Control Division (division) received the Conditional Use Permit request for the GCSA Event Center from Adams County Community and Economic Development Department on September 23, 2021. After evaluation of the information provided, the division has determined that the proposed onsite wastewater treatment system (OWTS) would have a designed capacity greater than 2,000 GPD based on average daily flows at peak occupancy and would meet the definition of a domestic wastewater treatment works. A domestic wastewater treatment works (DWWTW) is defined by the Colorado Water Quality Control Act (the "Act"), § 25-8-103(5), C.R.S., as:

"...a system or facility for treating, neutralizing, stabilizing, or disposing of domestic wastewater which system or facility has a designed capacity to receive more than two thousand gallons of domestic wastewater per day."

Further, according to § 25-8-702(1), C.R.S. and § 25-8-501, C.R.S. of the Act, facilities that meet the definition of a domestic wastewater treatment works must comply with the following:

"No person shall commence the construction of any domestic wastewater treatment works or the enlargement of the capacity of an existing domestic wastewater treatment works, unless the site location and the design for the construction have been approved by the division."

"No person shall discharge any pollutant into any state water from a point source without first having obtained a permit from the division for such discharge, and no person shall discharge into a ditch or man-made conveyance for the purpose of evading the requirement to obtain a permit under this article."

In order to ensure that the division has properly understood the application for the proposed OWTS at the GCSA Event Center, the division expects that the GCSA Event Center application to address each of the following items:

1. The proposed wastewater flows for this facility were not provided. Please provide a flow estimate of the proposed peak flows from this site. Note that all assumptions must be justified by citing the source of the information.
 - a. To evaluate the designed capacity of the facility, the wastewater flow must be estimated for the anticipated maximum month average day flow at peak occupancy. Please note that for sites with significant fluctuations in daily flow (e.g., an events center), maximum month average daily flow must consider days with reasonable flow and not minimalist days (e.g., school with 22 days attendance divides monthly flow by 22 days, not 30 days). In this situation, estimates are needed for the probable flow for events at maximum occupancy.



- b. Flow estimation. For single use facilities without site-specific flow records, the division considers flow values identified in Regulation 43. While table 6-2 of [Regulation 43](#) does not have a specific "commercial wastewater category" for "event center", if the use was something similar to a banquet or wedding reception, where food was served, the closest category for initial estimates without additional information would be a church - with food service; thus 7.5 gal./user. The flow estimate could be refined with additional information as noted in item 2 below. With the proposed maximum occupancy noted as 299 users, an estimated flow would then be calculated as follows: 299 people per event x 7.5 gal/person/event = 2,243 GPD. This example calculation estimates that the daily flow per event would exceed 2,000 GPD and classify the facility as a DWWTW.
2. Please provide a detailed explanation of the type of kitchen use for this facility to justify flow estimates. Other than stating, "event center", the proposed use and kitchen equipment were not provided. Please provide additional information about the food services. Will this be a full kitchen with meal prep and dishwashing, or just warming kitchen with each event catered? Will plates and utensils be single-service type, or re-usable - washed onsite for re-use?

As a general comment, the site plan included with the application only indicates that a septic tank currently exists on the site. If modifications to the application redefine the proposed OWTS below the threshold of a DWWTW, Tri-County Health Department may oversee the design review of the OWTS. If this occurs, the local public health department would ensure that the OWTS is properly designed to accommodate the proposed hydraulic and organic load. In this case, the division suggests that the Tri-County Health Department require the facility to track and report indoor water and event population. This data collection would allow the facility to verify assumptions made during this process.

Please provide additional data supporting the estimates and provide information to the division for review and consideration. The division expects that these concerns be remedied prior to consideration or approval of the conditional use permit by the Adams County Community and Economic Development Department.

Thank you for the opportunity to offer comments on this application. Feel free to contact me at 719-432-9586 or by email at chuck.cousino@state.co.us should you have any questions.

Sincerely,

Chuck Cousino, REHS
Onsite Wastewater Treatment System Coordinator
Engineering Section
Water Quality Control Division
Colorado Department of Public Health and Environment

cc: Mike Weakley, Tri-County Health Department
Bret Icenogle, WOCD Engineering Section



From: [Gasparini, Taryn](#)
To: [David Deboskey](#)
Cc: [Carson Ortega](#)
Subject: RE: For Review: RCU2021-00023
Date: Friday, September 24, 2021 9:39:25 AM
Attachments: [image001.png](#)

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

Hello,

It appears that we have no visible conflicts with this project.

However, please note that there is a 72 fiber present in the right of way of Imboden, west side traveling north/south.

Please let us know if there are any conflicts with this cable.

Thank you so much,

Taryn Gasparini | OSP Engineer @ LUMEN

Tel: 720-427-2039

MOUNTAIN, LTD.

www.MOUNTAINLTD.com

EOE, AA.



EXPLORE YOUR POSSIBILITIES.

From: Osborne, Joseph
Sent: Thursday, September 23, 2021 2:46 PM
To: Ortega, Carson <Carson.Ortega@lumen.com>; Gasparini, Taryn <Taryn.Gasparini@lumen.com>
Subject: FW: For Review: RCU2021-00023

Please look to see if this use of land impacts any of our facilities. I don't see any issues at first review.

From: Miller, Kenneth R <Kenneth.R.Miller@lumen.com>
Sent: Thursday, September 23, 2021 2:37 PM
To: David Deboskey <DDeboskey@adcogov.org>; Osborne, Joseph <Joseph.Osborne@lumen.com>
Subject: RE: For Review: RCU2021-00023

Joe, appears to be in the Monaghan exchange of your area

From: David Deboskey <DDeboskey@adcogov.org>
Sent: Thursday, September 23, 2021 1:26 PM
To: David Deboskey <DDeboskey@adcogov.org>
Subject: For Review: RCU2021-00023

The Adams County Planning Commission is requesting comments on the following application:
conditional use permit for an event center in the Agricultural-3 (A-3) zone district.
This request is located at 6539 Imboden Rd. The Assessor's Parcel Number is 0181706400006.

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 10/19/2021 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 DDeboskey@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.

David DeBoskey

Planner I, *Community and Economic Development Department*
ADAMS COUNTY, COLORADO
4430 South Adams County Parkway, 4th Floor, Suite C4000B
Brighton, CO 80601
O: 720.523.6847 ddeboskey@adcogov.org / www.adcogov.org

My current work schedule is Monday – Friday 8-4:30PM

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From: [Clayton Woodruff](#)
To: [David Deboskey](#)
Subject: RE: For Review: RCU2021-00023
Date: Thursday, October 7, 2021 9:18:50 AM

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

David,

The RTD has no comment on this plan

Thanks,



C. Scott Woodruff
Engineer III
Regional Transportation District
1560 Broadway, Suite 700, FAS-73 | Denver, CO 80202
o 303.299.2943 | m 303-720-2025
clayton.woodruff@rtd-denver.com

From: David Deboskey <DDeboskey@adcogov.org>
Sent: Thursday, September 23, 2021 1:26 PM
To: David Deboskey <DDeboskey@adcogov.org>
Subject: For Review: RCU2021-00023

The Adams County Planning Commission is requesting comments on the following application:
conditional use permit for an event center in the Agricultural-3 (A-3) zone district.
This request is located at 6539 Imboden Rd. The Assessor's Parcel Number is 0181706400006.

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 10/19/2021 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 DDeboskey@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.

David DeBoskey

Planner I, *Community and Economic Development Department*

ADAMS COUNTY, COLORADO

4430 South Adams County Parkway, 4th Floor, Suite C4000B

Brighton, CO 80601

☎: 720.523.6847 ddeboskey@adcogov.org / www.adcogov.org

My current work schedule is Monday – Friday 8-4:30PM

From: [Nguyen, Lisa - DEN](#)
To: [David Deboskey](#)
Cc: [Brenninkmeyer, Elise - DEN](#); [Gruber, Rachel - DEN](#); [DEN Planning Referrals](#)
Subject: GCSA Event Center – Reference # RCU2021-00023
Date: Tuesday, September 28, 2021 3:03:33 PM
Attachments: [image001.png](#)
[DEN COMMENT - GCSA Event Center – RCU2021-00023.docx](#)

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

Hi David,

Please see the attached for DEN’s comments regarding the **GCSA Event Center – Reference # RCU2021-00023** project. If you have any questions, please let us know.

Thanks so much.



Lisa Nguyen, PE

Senior Airport Transportation Planner
Denver International Airport
Planning + Design

Airport Office Building | 7th Floor
8500 Peña Boulevard | Denver, CO 80249-6340
(303) 342-4105 | Cell (970) 260-1460
Visit DEN on social media! [Click here](#)



MEMO

Date: September 28, 2021

To: Adams County Community and Economic Development Department

From: DEN Planning + Real Estate

Through: Lisa Nguyen and Elise Brenninkmeyer

Subject: **GCSA Event Center – Reference #: RCU2021-00023**

Denver International Airport (DEN) received your referral letter, and we appreciate the opportunity to comment on the proposal. DEN provides the following comments:

- The proposed development is in the “5-Mile ‘Known - Wildlife Attractant Separation Area” for the final build-out of future DEN Runways, as defined by the Federal Aviation Administration (FAA). The USDA Wildlife Biologists assigned to DEN (Benjamin.J.Massey@usda.gov and #dia-operations-usdawildlife@flydenver.com) assist in implementing DEN's Wildlife Hazard Management Plan and have requested coordination as this project progresses. USDA and DEN will provide assistance with the requirements outlined in the current version of FAA Advisory Circular 150/5200-33C (see link below). DEN also requests that the landscape plan include maintenance of trees and grasses to reduce attractants for wildlife such as raptor species, blackbirds/starlings, and geese. Fruit-producing trees and shrubs should be avoided. Water quality ponds/detention structures must be designed to meet a 48-hour drain time following a 100-year event.

https://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentnumber/150_5200-33

- The site is found within/under the navigable airspace associated with DEN, as promulgated and regulated by the Federal Aviation Administration (FAA) under 14 CFR Part 77, Objects Affecting the Navigable Airspace. Based on Part 77 and the development site location, the proponent is required to file notice with the FAA, via the FAA Form 7460-1 process (Notice of Proposed Construction or Alteration), of any structure or temporary construction equipment (e.g., cranes) that penetrate Part 77 surfaces. The FAA website from which the need for the 7460 process can be determined (“Notice Criteria Tool”) and/or the filing can be initiated is: <https://oeaaa.faa.gov/oeaaa/external/portal.jsp>.

From: [Jim Wood](#)
To: [David DeBoskey](#)
Subject: RCU2021-00023 Comments
Date: Wednesday, October 13, 2021 11:40:42 PM

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

Mr Deboskey,

Thank you for taking the time to speak to me today. As per your request I am following up via email with the concerns that my wife and I have.

Safety:

Imboden Road is an extremely poorly maintained road as it stands, but the unpaved section of Imboden between 56th Ave and 72nd Ave is a severe hazard. Over the course of the last 6 years, we have seen significant accidents occur here, with several being roll-overs. It is our concern that the additional traffic load would increase the number of accidents, accelerate the deterioration of this road, and increase costs to the county attempting to maintain it. Additionally, if alcohol were served at the event center, the number of accidents and potential fatalities is a significant risk to consider.

Noise:

It has been our experience that sounds carry extreme distances out here. Over the course of the last several years my wife and I have had to listen to the rodeo across the street. Our neighbor hosting rodeos has at least been courteous and limited his operating hours to daytime hours ending at what we consider a reasonable hour. Over time we have accepted it as white noise in the background, but it is our concern that this event center would become a nuisance especially considering the proposed operating hours.

Trespassing:

With the rodeo across the street, we have noticed a direct correlation between the increase in traffic and incidences of trespassing. We have had to put up gates and take other measures to protect our family and property. Our neighbors to the southwest have had to bring in armed security as well due to the increase in trespassing, and incidents of theft. We are concerned the additional and more frequent traffic brought to the area will compound these issues.

Respectfully,
Jim Wood
(970) 213-6743

From: [Dennis Davis](#)
To: [David DeBoskey](#)
Subject: RCU2021-00023 GCSA Event Center
Date: Friday, July 1, 2022 2:32:41 PM

[You don't often get email from dacj1@me.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

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

Dear Mr. Deboskey:

I am the manager of the LLC for the 320 acre parcel located at the NE corner of the intersection of Imboden Road and 72nd Avenue. I have reviewed the application materials for the subject Conditional Use Permit, and see no negative impacts to the LLC property, as long as the applicant abides by Adams County regulations and their own assurances of compliance. Therefore, the Davis Farm LLC does not oppose the approval of this application. I do not intend to be present at either public hearing.

Thank you for your notice of hearing, and I found the information on your website quite adequate to inform me of the details.

Dennis Davis



Request for Comments

Case Name: GCSA Event Center
Case Number: RCU2021-00023

September 23, 2021

The Adams County Planning Commission is requesting comments on the following application: **conditional use permit for an event center in the Agricultural-3 (A-3) zone district**. This request is located at 6539 Imboden Rd. The Assessor's Parcel Number is 0181706400006.

Applicant Information: GCSA LLC
PO BOX 5
WATKINS, CO 801370005

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 10/19/2021 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 DDeboskey@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.

A handwritten signature in black ink, appearing to read 'David Deboskey', written in a cursive style.

David Deboskey
Planner I

BOARD OF COUNTY COMMISSIONERS

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DISTRICT 1

Charles "Chaz" Tedesco
DISTRICT 2

Emma Pinter
DISTRICT 3

Steve O'Dorisio
DISTRICT 4

Lynn Baca
DISTRICT 5



Public Hearing Notification

Case Name:	GCSA Event Center
Case Number:	RCU2021-00023
Planning Commission Hearing Date:	07/14/2022 at 6:00 p.m.
Board of County Commissioners Hearing Date:	08/02/2022 at 9:30 a.m.

June 23, 2022

A public hearing has been set by the Adams County Planning Commission and the Board of County Commissioners to consider the following request:

Conditional Use Permit application to allow for the use of an Event Center in the Agricultural-3 (A-3) zone district. The proposed use will be Commercial.

This request is located at 6539 IMBODEN RD on 39.87 acres. The Assessor's Parcel Number(s) 0181706400006.

Applicant Information: GCSA LLC
Llaricxe Aldana
PO BOX 5
WATKINS, CO 801370005

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/planning/currentcases.

Thank you for your review of this case.

David DeBoskey
Planner I

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DISTRICT 4

Lynn Baca
DISTRICT 5

RCU2021-00023

PUBLICATION REQUEST

Case Name: GCSA Event Center

Case Number: RCU2021-00023

Planning Commission Hearing Date: July 14, 2022 at 6:00 pm

Board of County Commissioners Hearing Date: August 2, 2022 at 9:30 am

Case Manager: David DeBoskey, Planner I, DDeboskey@adcogov.org, 720.523.6847

Request: Conditional Use Permit application to allow for the use of an Event Center in the Agricultural-3 (A-3) zone district.

Parcel Number (s): (Approximately 6 acres of) 0181706400006

Legal Description: PART OF THAT PARCEL OF LAND DESCRIBED IN DEED RECORDED SEPTEMBER 1, 2016, AS RECEPTION NO. 2016000073084 IN THE RECORDS OF THE CLERK AND RECORDER FOR ADAMS COUNTY, COLORADO, BEING A PART OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL; THENCE NORTH 89°45'33" EAST, COINCIDENT WITH THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 397.00 FEET; THENCE NORTH 00°17'43" EAST, PARALLEL WITH THE WEST LINE OF SAID PARCEL, A DISTANCE OF 658.81 FEET TO THE NORTH LINE OF SAID PARCEL; THENCE SOUTH 89°44'44" WEST, COINCIDENT WITH THE NORTH LINE OF SAID PARCEL, A DISTANCE OF 397.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL; THENCE SOUTH 00°17'43" WEST, COINCIDENT WITH THE WEST LINE OF SAID PARCEL, A DISTANCE OF 658.71 FEET TO THE TRUE POINT OF BEGINNING. SAID PARCEL CONTAINS 6.00 ACRES, MORE OR LESS.

Applicant: Llaricxe Aldana, 6657 Imboden Rd, Watkins, CO 80137

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/curentcases.

#2665

Published in the *Eastern Colorado News* Friday, July 1, 2022.



Referral Listing
Case Number RCU2021-00023
GCSA Event Center

Agency

Contact Information

27J Schools

Kerrie Monti
1850 Egbert St
Suite 140, Box 6
Brighton CO 80601
303-655-2984
kmonti@sd27j.net

Adams County Attorney

Christine Fitch
4430 S Adams County Pkwy
Brighton CO 80601
720-523-6352
CFitch@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

Devt. Services Engineering
4430 S Adams County Pkwy
Brighton CO 80601
720-523-6800
Contact Person May Vary Depending on Case

Adams County CEDD Environmental Services Division

Katie Keefe
4430 S Adams County Pkwy
Brighton CO 80601
720-523-6986
kkeefe@adcogov.org

Adams County CEDD Right-of-Way

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

Agency

Contact Information

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 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

Bennett Fire Protection District #7

Captain Caleb J Connor
355 4th St
Bennett CO 80102
303-532-7733 303-644-3572
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

Agency

Contact Information

BENNETT SCHOOL DISTRICT 29J	Robin Purdy 615 7TH ST. BENNETT CO 80102 303-644-3234 Ext: 8203 robinp@bsd29j.com
Box Elder Water & Sanitation District	Barbara Vander Wall c/o Collins, Cockrel, & Cole P.C. 390 Union Boulevard, Suite 400 Lakewood CO 80228 303 770-2700
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
City of Aurora	Aja Tibbs 15151 E Alameda Pkwy 2nd Floor Aurora CO 80012 (303) 739-7227 303.739.7000 atibbs@auroragov.org
City of Aurora - Aurora Water	Marshall Brown 15151 E Alameda Pkwy #3600 Aurora CO 80012 303-739-7370 mbrown@auroragov.org
Colorado Department of Public Health & Environment (CDPHE)	Sean Hackett 4300 S Cherry Creek Dr Denver CO 80246 303.692.3662 303.691.7702 cdphe_localreferral@state.co.us
Colorado Department of Public Health & Environment (CDPHE) - Solid Waste Unit	Caren Johannes 4300 Cherry Creek South Dr HMWMD-CP-B2 Denver CO 80246-1530 303.692.3347 cdphe_localreferral@state.co.us

Agency

Contact Information

Colorado Department of Public Health & Environment (CDPHE) - Water Quality Protection District	Bret Icenogle 4300 Cherry Creek Drive South WQCD-B2 Denver CO 80246-1530 303-692-3278 cdphe_localreferral@state.co.us
Colorado Division of Wildlife	Hannah Posey 6060 Broadway St. Denver CO 80216-1000 303-947-1798 hannah.posey@state.co.us
COMCAST	JOE LOWE 8490 N UMATILLA ST FEDERAL HEIGHTS CO 80260 303-603-5039
Denver International Airport	Elise Brenninkmeyer 8500 Peña Blvd. Denver CO 80249 303.342.23891 elise.brenninkmeyer@flydenver.com
Denver International Airport Planning & Design	Jeannette Hilaire 8500 Peña Boulevard Denver CO 80249 (303) 342-2391 denplanningreferrals@flydenver.com
FEDERAL AVIATION ADMINISTRATION	John Sweeney 26805 E 68TH AVENUE, #224 DENVER CO 80249-6361 303-342-1260 john.sweeney@faa.gov
METRO WASTEWATER RECLAMATION	CRAIG SIMMONDS 6450 YORK ST. DENVER CO 80229 303-286-3338 CSIMMONDS@MWRD.DST.CO.US
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
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Public Service Company of Colorado (PSCo) dba Xcel Energy	-- 1123 W 3rd Ave Denver CO 80223 303.571.3306 bdrco@xcelenergy.com

Agency

Contact Information

Public Service Company of Colorado (PSCo) dba Xcel Energy

--
1123 W 3rd Ave
Denver CO 80223
303.571.3306
bdrco@xcelenergy.com

Regional Transportation District (RTD)

Paul Von Fay
1560 Broadway
Suite 700
Denver CO 80202
303-299-2317
engineering@rtd-denver.com

TRANSPORT METROPOLITAN DISTRICT NO. 1

GARY R WHITE
c/o White Bear & Ankele
1805 SHEA CENTER DR, SUITE 100
HIGHLANDS RANCH CO 80129
303 858-1800

AVILA MARIA AND
AVILA SALOMON
5464 MALAYA ST
DENVER CO 80249-8571

GIDLEY GARRETT SETH AND
GIDLEY ASHLEY HILLARY
50 ASPEN VLG
ASPEN CO 81611-9652

BLUE EAGLE LLC
288 CLAYTON ST STE 303
DENVER CO 80206-4810

GOMEZ JESUS M
16747 E 97TH PL
COMMERCE CITY CO 80022-7130

CARDENAS CABRAL MANUEL
562 NILE ST
AURORA CO 80010-4732

IMBODEN LLC
1265 YELLOW PINE AVE
BOULDER CO 80304-2264

CHANG IRVING
22479 E FAIR PL
AURORA CO 80015

KELLEY TRUCKING INC
6201 MC INTYRE ST
GOLDEN CO 80403

CHANG IRVING
22479 E FAIR PL
AURORA CO 80015-6637

L AND S CAPITAL LTD
800 US HIGHWAY 36
BYERS CO 80103-9700

CHELSEA INVESTMENTS LLC
5700 S QUEBEC ST STE 102
GREENWOOD VILLAGE CO 80111-2009

LARSON LANNY J AND LARSON DEBORAH L TRUSTEES
OF THE
LARSON REVOCABLE TRUST
15 RAINBOW VALLEY RD
PLACITAS NM 87043-8800

COPELAND HOLDING LLC
6397 W PRENTICE AVE
LITTLETON CO 80123-5195

LUNA MAURA AND
HERRERA DAVID
3500 KALISPELL ST
AURORA CO 80011-1500

DANKO DANNI R AND DANKO L R UND 2/3 INT
AND CERVI MIKE UND 1/3 INT
2671 SOUTH KEARNEY ST
DENVER CO 80222

MESTEPEY TIMOTHY L UND 1/2 INT AND
MESTEPEY JAMES R UND 1/2 INT
1140 S DOVER ST
LAKEWOOD CO 80232-5247

DAVIS FARM LLC
C/O DENNIS T DAVIS
DENVER CO 80123-2418

MUEGGE FARMS LLC
C/O DAN WATTS
2835 S WILLIAMS ST
DENVER CO 80210-6334

GCSA LLC
PO BOX 5
WATKINS CO 80137-0005

PUBLIC SERVICE CO OF COLORADO
C/O PROPERTY AND LOCAL TAXES
PO BOX 1979
DENVER CO 80201-1979

QUALLS AND PALMER LLC
6288 STATION MILL DR
PEACHTREE CORNERS GA 30092-1890

VAUGHN KAREN J AND
VAUGHN MICHAEL L
12575 TUCSON ST
HENDERSON CO 80640-9447

WATKINS NORTH LLC
3117 E 7TH AVENUE
DENVER CO 80206-3914

WESTERN TRANSPORT LLC
1331 17TH ST STE 1000
DENVER CO 80202-1566

WOOD JIMMY G AND
DETTMER MALLERY J
PO BOX 174
WATKINS CO 80137-0174

CURRENT RESIDENT
6657 IMBODEN RD
WATKINS CO 80137-7223

CURRENT RESIDENT
33000 E 72ND AVE
WATKINS CO 80137-8930

CURRENT RESIDENT
6995 IMBODEN RD
WATKINS CO 80137-8934

CURRENT RESIDENT
33505 E 72ND AVE
WATKINS CO 80137-8936

CURRENT RESIDENT
6455 IMBODEN RD
WATKINS CO 80137-8944

CERTIFICATE OF POSTING



I, David DeBoskey do hereby certify that I posted the subject property at 6539 Imboden Road on June 28th, 2022 in accordance with the requirements of the Adams County Development Standards and Regulations.

David DeBoskey

GCSA Event Center

RCU2021-00023

6539 Imboden Rd

Community & Economic Development
Department

August 2nd, 2022

Planning Commission Public Hearing
Presented by: David DeBoskey, Planner I



ADAMS COUNTY
COLORADO

Request

Conditional Use Permit

- Event Center (Indoor Commercial Use) in A-3 zoned lot.
- Staff Recommendation
 - 2 years

Aerial Map

DIA

E 72nd Ave

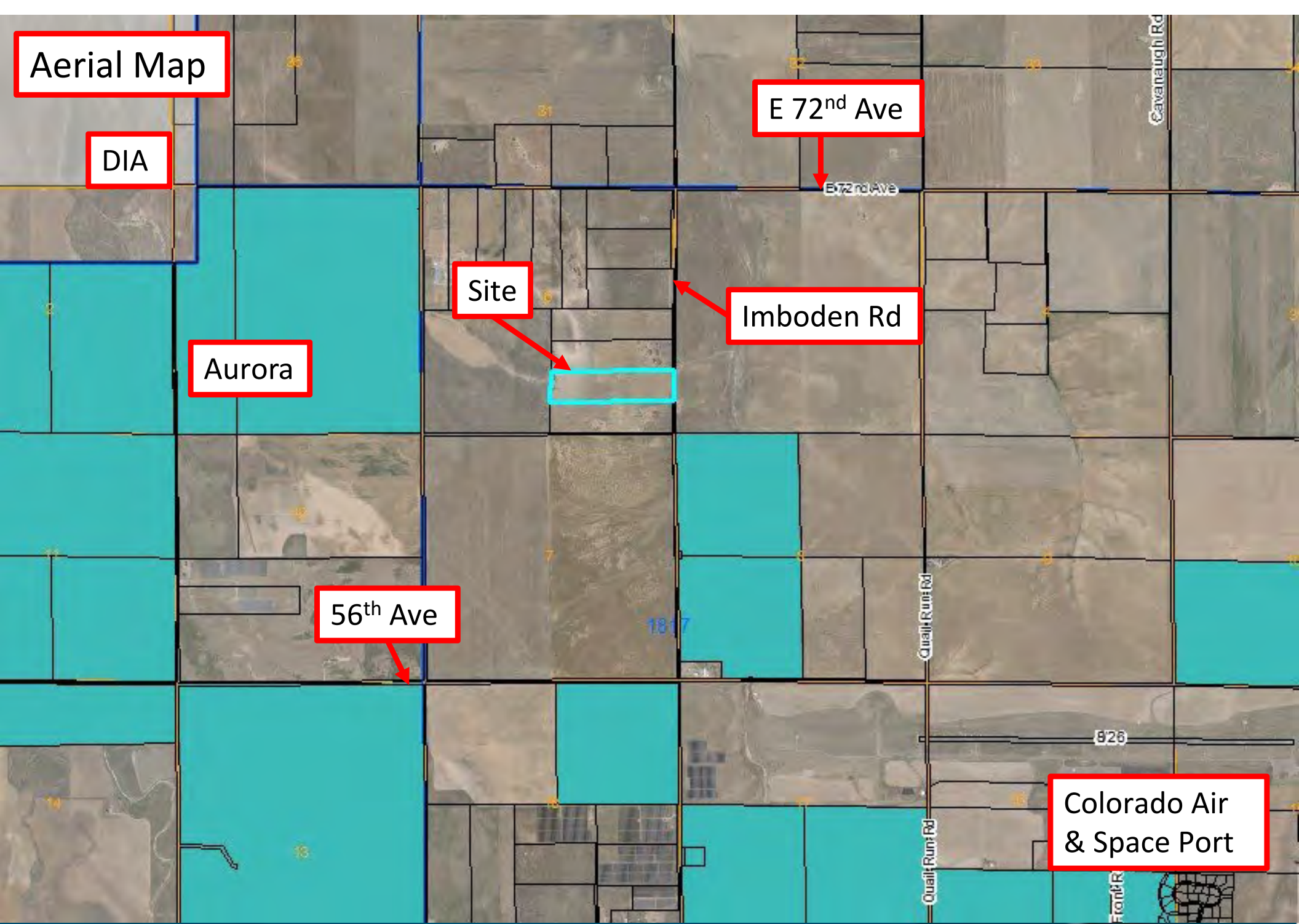
Site

Imboden Rd

Aurora

56th Ave

Colorado Air & Space Port

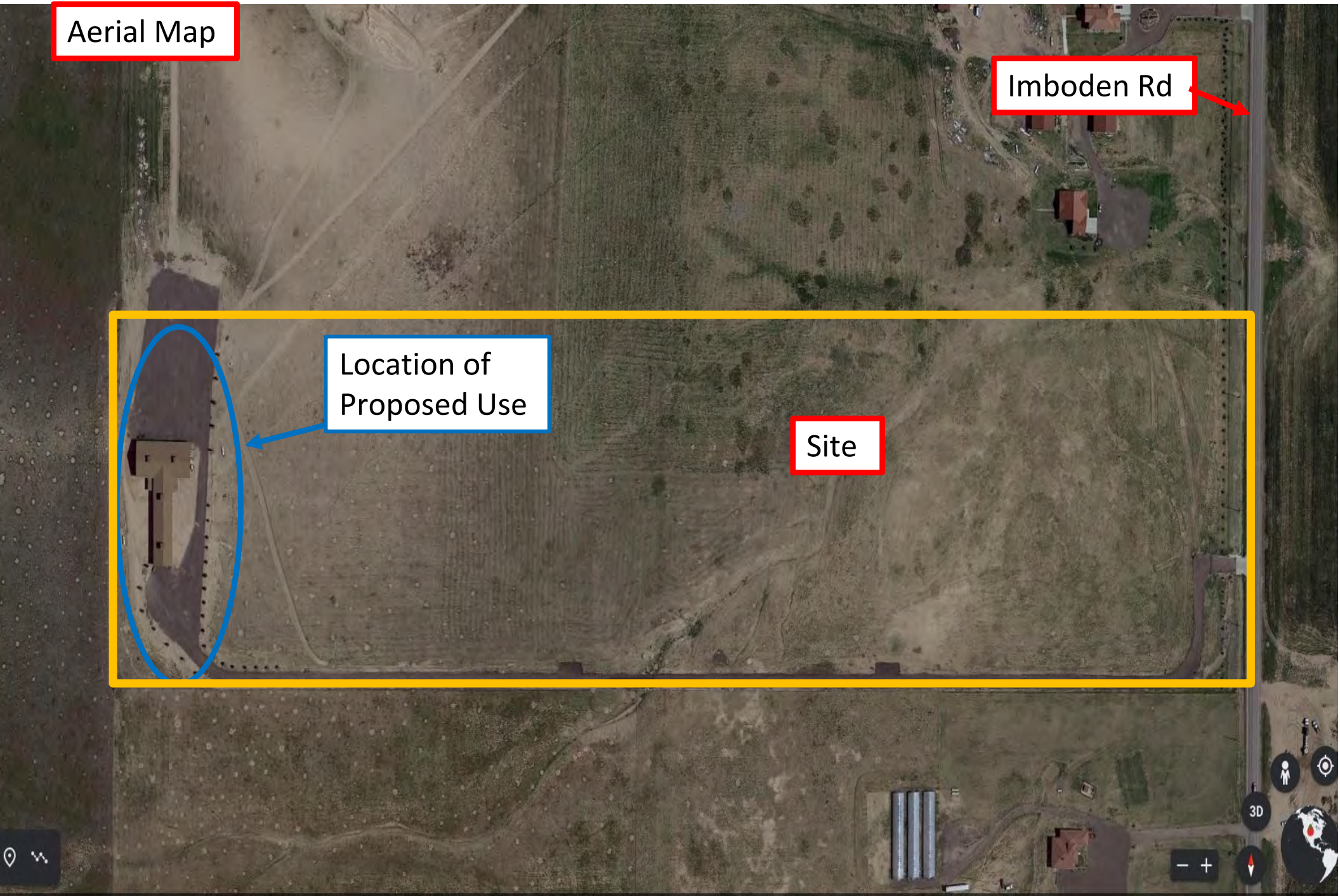


Aerial Map

Imboden Rd

Location of Proposed Use

Site



Current Zoning

A-3

Site

A-3

1817

Imboden Rd

Aurora

Agriculture-3: Intended to provide land primarily in holdings of at least thirty-five (35) acres for dryland or irrigated farming, pasturage, or other related food production uses.

Future Land Use Map
(Colorado Air & Space
Port Subarea)

Industry Hub

Mixed-Use
Industrial

Imboden Rd

Green Space
and Sustainable
Agriculture

Site

Aerospace and
Innovation

E 56th Ave

Bear Gl.

Colorado Air and

Mixed Use Industrial

(Colorado Air & Space Port Subarea Plan)

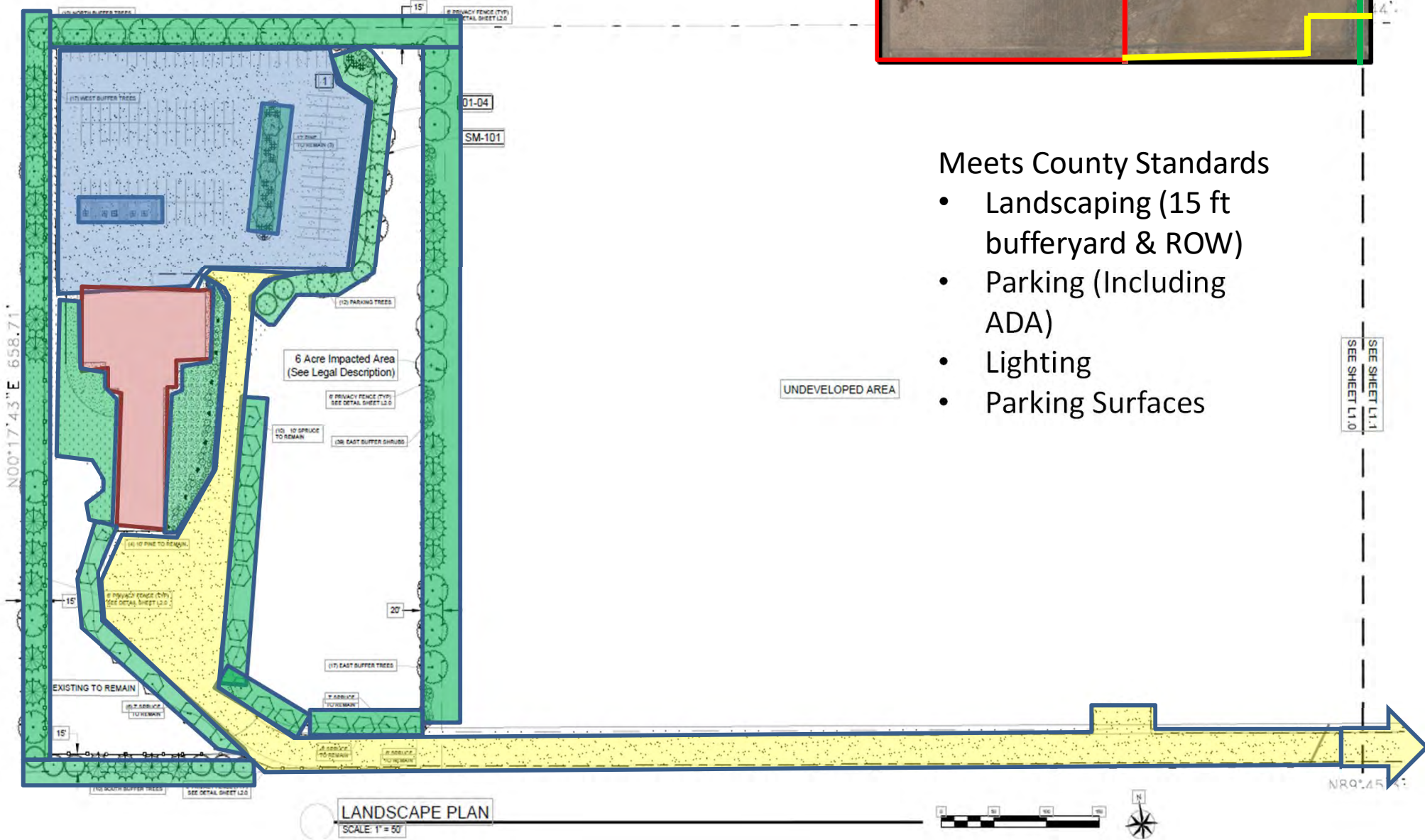
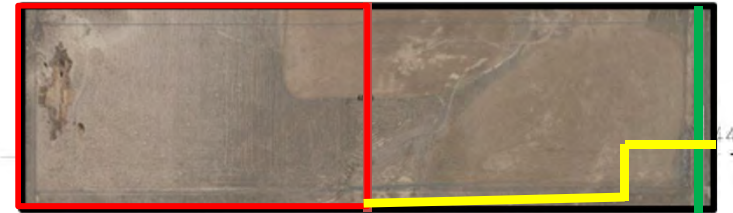
- Intended to provide a variety of employment-focused land uses, including light industrial, commercial and civic uses.
 - Supportive Land Uses: Retail, office, and hospitality
- Intended to provide transition between mixed-use areas and heavier intensity employment areas, like industry hub and aerospace and innovation character areas.

Criteria for Conditional Use Permit

Section 2-02-09-06

1. Permitted in zone district
2. Consistent with performance standards
3. Complies with performance standards
4. Harmonious, & compatible
5. Addressed all off-site impacts
6. Site suitable for use
7. Convenient and functional layout of site plan
8. Adequate services

Site and Landscape Plan



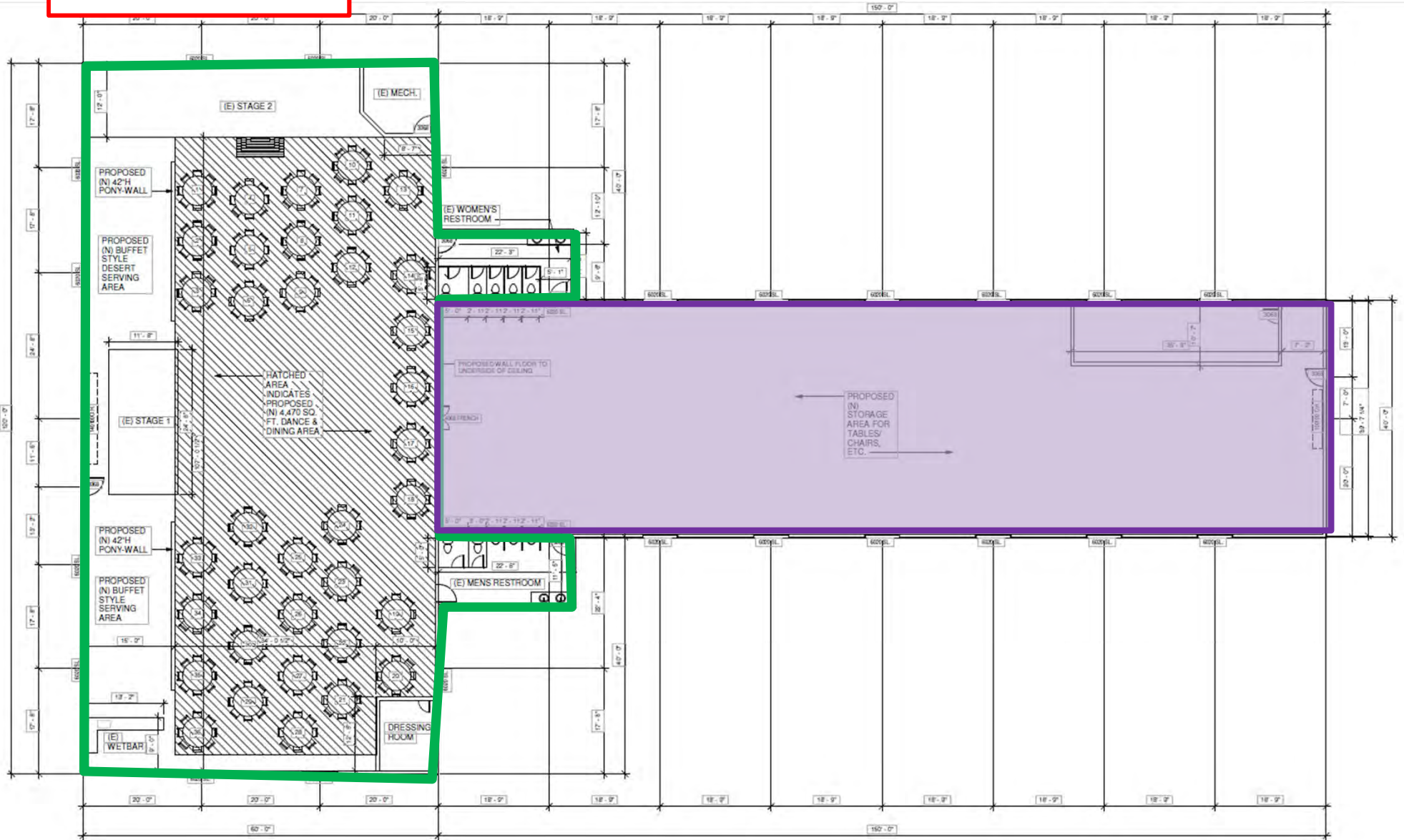
Meets County Standards

- Landscaping (15 ft bufferyard & ROW)
- Parking (Including ADA)
- Lighting
- Parking Surfaces

SEE SHEET L1.1.1
SEE SHEET L1.1.0

NR02.45

Conceptual Floor Plan



WEST



East



N Imboden



S Imboden



Referral Comments

Notifications Sent	# Comments Received
30*	2

* Property owners and occupants within 1 mile

- One letter of concern: Road Safety, Noise and Trespassing
- One letter of support
- Responding with Concern: TCHD, CDPHE and Adams County Code Compliance
- Responding without Concern: Adams County Sheriff, CDOT, DIA, Lumen, RTD

Planning Commission/ Staff Recommendation

(RCU2021-00023 – GCSA Event Center)

PC Update:

July 14, 2022

Approval (5-0) with 8 Findings, 6 Conditions Precedent, 6 Conditions, and 9 Notes

1 public comment

Concerns: Road Safety, Littering

Staff Recommendation:

Staff recommends APPROVAL of the subject request (RCU2021-00023) with 4 Findings-of-Fact.

Recommended Expiration:

Staff recommendation: 2 years

Recommended Findings-of-Fact

1. The conditional use is permitted in the applicable zone district.
2. The conditional use is consistent with the purposes of these standards and regulations.
3. The conditional use will comply with the requirements of these standards and regulations, including but not limited to, all applicable performance standards.
4. The conditional use is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County.
5. The conditional use permit has addressed all off-site impacts.
6. The site is suitable for the proposed conditional use including adequate usable space, adequate access, and absence of environmental constraints.
7. The site plan for the proposed conditional use will provide the most convenient and functional use of the lot including the parking scheme, traffic circulation, open space, fencing, screening, landscaping, signage, and lighting.
8. Sewer, water, storm water drainage, fire protection, police protection, and roads are to be available and adequate to serve the needs of the conditional use as designed and proposed.

Recommended Conditions Precedent

1. The applicant shall obtain a change in occupancy for the barn prior to operating the event center.
2. The applicant shall obtain a letter of approval from the Bennett Fire Protection District as part of the building permit and change in occupancy permitting processes
3. The applicant shall obtain a Use Permit from the Tri-County Health Department (TCHD) or other applicable health department to change the use on the property from residential to commercial as it applies to the on-site wastewater treatment system. All written requirements within an October 12, 2021 letter from TCHD shall be met.
4. The applicant shall install all required landscaping and parking per the approved plans and receive a passing inspection or bond for the landscaping.
5. The applicant shall submit an engineering review application to receive formal approval of engineering reports and Civil Site Construction documents. All onsite and offsite civil improvements must be permitted, inspected, and approved by the Adams County Public Works Department prior to Certificate of Occupancy.
6. A “Notice to Proceed” will be issued upon the County receiving documentation from the applicant demonstrating that all Conditions Precedent have been met. Only when the applicant has received this notice, is the proposed use allowed conditionally.

Recommended Conditions

1. The Conditional Use Permit shall expire on August 2, 2024 (2 years).
2. All parking for participants shall be located on the subject property. All vehicle parking and drive lanes shall be on an approved surface, such as recycled asphalt.
3. Per the February 28, 2022 Colorado Department of Public Health and Environment (CDPHE) letter, the applicant shall track indoor water usage and event population at every event for a minimum of two years and provide a report of such data to the local health department on an annual basis. Should the data show that the wastewater flows exceed 2,000 GPD on the maximum monthly average flow, the TCHD permit terminates, and the OWTS becomes subject to review from the CDPHE.
4. The hours of operation are only permitted to be from 3 p.m-12 a.m.
5. Occupant load of the barn shall be determined at the time of building safety review and shall not be exceeded at any time.
6. The Conditional Use Permit shall only permit the subject use to occur within the 4,470 sq ft of the barn identified on the floor plan and within the roughly six acres shown the site plan. Any extension of space of the subject use within the larger lot and within the existing barn, which is approximately 39 acres and 13, 200 sq ft respectively, shall require an amendment to the conditional use permit.

Recommended Notes

1. The Conditional Use Permit will expire on August 2, 2023, if the applicants do not apply for and receive a change in occupancy through a building permit issued by the County.
2. All applicable building, zoning, health, engineering, and fire codes shall be adhered to with this request.
3. Permanent roadway improvements related to traffic impacts generated by the use will need to be reevaluated with subsequent conditional use permits.
4. Additional drainage information may be required prior to building permit issuance.
5. All operations shall conform to the Indoor Commercial Recreation/Entertainment and Event Center performance standards, as required by Section 4-09-02-12 and Section 4-09-02-12-03 of the County's Development Standards.
6. The applicant shall not exceed the maximum sound pressure level allowed in A-3 zoning. Sound pressure levels are measured in decibels (db). The maximum allowed sound pressure levels in the A-3 zone district are the following: Daytime (7 am - 10pm: 80db) and Nighttime (10pm – 7am: 75db).
7. Any noise complaints received by the county shall be considered upon reevaluation of subsequent conditional use permits.
8. Per the February 28, 2022 CDPHE letter, if the event center includes a kitchen other than a warming kitchen, CDPHE will require an additional review of the OWTS capacity.
9. Per the February 28, 2022 CDPHE letter, if the event center includes a dishwasher, CDPHE will require an additional review of the OWTS capacity.