



Board of County Commissioners

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

PUBLIC HEARING AGENDA

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

THIS AGENDA IS SUBJECT TO CHANGE

Tuesday
February 6, 2018
9:30 AM

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. MOTION TO APPROVE AGENDA

4. AWARDS AND PRESENTATIONS

A. Adams County Commissioners Career Expo Award

5. PUBLIC COMMENT

A. Citizen Communication

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

B. Elected Officials' Communication

6. CONSENT CALENDAR

- A. List of Expenditures Under the Dates of January 22-26, 2018
- B. Minutes of the Commissioners' Proceedings from January 30, 2018
- C. Resolution Regarding Defense and Indemnification of Travis Wilson and Susan Argo as Defendants Pursuant to C.R.S. § 24-10-101, Et Seq. (File approved by ELT)

- D.** Resolution for Final Acceptance of Public Improvements Constructed at the Midtown at Clear Creek Subdivision Filing No. 1, Phase 1A, Case No. PRC2012-00001, PRC2012-00007
(File approved by ELT)
- E.** Resolution for Final Acceptance of Public Improvements Constructed at the Midtown at Clear Creek Subdivision Filing No. 1, Phase 1B, Case No. PRC2012-00001, PRC2012-00007
(File approved by ELT)
- F.** Resolution for Final Acceptance of Public Improvements Constructed at the Midtown at Clear Creek Subdivision Filing No. 5, Case No. PRC2014-00001 and PLT2014-00016
(File approved by ELT)
- G.** Resolution for Final Acceptance of Public Improvements Constructed at the Midtown at Clear Creek Subdivision Filing No. 4, Case No. PRC2014-00009
(File approved by ELT)
- H.** Resolution Accepting a Warranty Deed from Fujimi Ragoschke and Bruce Ragoschke to Adams County Conveying Property for Right-of-Way Purposes
(File approved by ELT)
- I.** Resolution Approving Right-of-Way Agreement between Adams County and Amerco Real Estate Company, for Property Necessary for the York Street Improvements Project – York Street from East 78th Avenue to Highway 224
(File approved by ELT)
- J.** Resolution Accepting a Warranty Deed from Robinson NW, LLC to Adams County Conveying Property for Right-of-Way Purposes
(File approved by ELT)
- K.** Resolution Accepting a Warranty Deed from Elpidio Villalobos to Adams County Conveying Property for Right-of-Way Purposes
(File approved by ELT)
- L.** Resolution Accepting a Warranty Deed from Lowell D. Piland to Adams County Conveying Property for Right-of-Way Purposes
(File approved by ELT)
- M.** Resolution Accepting a Warranty Deed from Jerry P. Napolitan to Adams County Conveying Property for Right-of-Way Purposes
(File approved by ELT)
- N.** Resolution Accepting a Warranty Deed from Bartley/Shook Land Investments, Inc. to Adams County Conveying Property for Right-of-Way Purposes
(File approved by ELT)
- O.** Resolution Accepting a Warranty Deed from Dana R. Pfluger, to Adams County Conveying Property for Right-of-Way Purposes
(File approved by ELT)
- P.** Resolution Regarding Defense and Indemnification of Roger Kelley, Gene Claps and Scott Miller as Defendants Pursuant to C.R.S. § 24-10-101, Et Seq.
(File approved by ELT)
- Q.** Resolution Approving Intergovernmental Agreement between Adams County and the City and County of Broomfield for Coroner Services
(File approved by ELT)

- R. Resolution Committing FLATROCK Facility Special Revenue Fund 50 Revenues, Expenditures, and Fund Balance
(File approved by ELT)
- S. Resolution Committing Retirement Special Revenue Fund 18 Revenues, Expenditures, and Fund Balance
(File approved by ELT)

7. NEW BUSINESS

A. COUNTY MANAGER

- 1. Resolution Authorizing Fifth Supplemental Appropriations to the 2017 Adams County Government Budget
(File approved by ELT)
- 2. Resolution Approving Amendment One to the Agreement between Adams County and Dentons US LLP to Provide Federal Lobbyist Services
(File approved by ELT)
- 3. Resolution Approving Amendment One to the Agreement between Adams County and Economic & Planning Systems for Local Finance Study Consultant Services
(File approved by ELT)

B. COUNTY ATTORNEY

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

9. LAND USE HEARINGS

A. Cases to be Heard

- 1. RCU2017-00043 Diversified Underground Rezone
(File approved by ELT)

10. ADJOURNMENT

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE

County of Adams
Net Warrant by Fund Summary

Fund Number	Fund Description	Amount
1	General Fund	373,858.17
6	Equipment Service Fund	472,792.18
13	Road & Bridge Fund	5,548.60
20	Developmentally Disabled	263,834.00
25	Waste Management Fund	38,447.47
35	Workforce & Business Center	566.41
50	FLATROCK Facility Fund	16,175.77
94	Sheriff Payables	9,137.00
		<u>1,180,359.60</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>
00719422	116716	FIVE STAR EDUCATION FOUNDATIO	01/22/18	2,500.00
00719423	334777	ALLEN DEBRA JEAN	01/22/18	283.73
00719424	12514	AVIS RENT A CAR SYSTEM INC	01/22/18	256.48
00719425	237471	AZZOLINA CAROL	01/22/18	182.00
00719426	65970	BUCHANAN SANDY	01/22/18	182.00
00719427	54347	DUMMIES UNLIMITED INC	01/22/18	4,916.00
00719428	418312	DUNCAN NANCY	01/22/18	115.56
00719429	12689	GALLS LLC	01/22/18	588.53
00719430	298306	HUPFER DETOR LEVON	01/22/18	182.00
00719431	33864	JEFFERY ROBERT C	01/22/18	182.00
00719432	33110	JUSTICE BENEFITS INC	01/22/18	1,056.00
00719433	40843	LANGUAGE LINE SERVICES	01/22/18	1,427.62
00719436	16428	NICOLETTI-FLATER ASSOCIATES	01/22/18	2,975.00
00719437	621026	NUMERICA CORPORATION	01/22/18	11,885.00
00719438	486185	OPEN JUSTICE BROKER CONSORTIUM	01/22/18	16,720.00
00719440	44148	PRO FORCE LAW ENFORCEMENT	01/22/18	2,449.35
00719441	455680	RUELAS RAFAEL	01/22/18	182.00
00719442	76394	SYMBOL ARTS	01/22/18	1,205.00
00719443	7189	TOSHIBA FINANCIAL SERVICES	01/22/18	5,387.26
00719448	13136	EMPLOYERS COUNCIL SERVICES INC	01/24/18	740.00
00719449	675199	HODGES CHARLES	01/24/18	172.00
00719450	453327	LATPRO INC	01/24/18	566.67
00719451	38974	MINUTEMAN PRESS-BRIGHTON	01/24/18	468.02
00719453	33716	OLD VINE PINNACLE ASSOCIATES	01/24/18	800.00
00719454	584601	PIONEER TECHNOLOGY GROUP LLC	01/24/18	37,302.80
00719455	308437	RANDSTAD US LP	01/24/18	571.92
00719456	675206	REIS ALISHA	01/24/18	83.25
00719457	429950	TAYLOR RAYLENE	01/24/18	14.99
00719458	13951	TDS TELECOM	01/24/18	840.89
00719459	14000	TROXLER ELECTRONIC LABS	01/24/18	115.00
00719461	36816	WELLS FARGO BANK	01/24/18	1,500.00
00719462	1945	ADAMS COUNTY REGIONAL PARKS DE	01/25/18	150.00
00719463	91631	ADAMSON POLICE PRODUCTS	01/25/18	845.00
00719464	671987	ADVANTAGE HOOD WORKS LLC	01/25/18	1,900.00
00719465	16795	ALERT/SAM	01/25/18	80.00
00719466	672575	BARRON LETICIA	01/25/18	1,308.00

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>
00719467	3020	BENNETT TOWN OF	01/25/18	1,500.00
00719468	592143	BISHOPP JESSICA	01/25/18	33.84
00719469	13160	BRIGHTON CITY OF (WATER)	01/25/18	3,045.63
00719470	13160	BRIGHTON CITY OF (WATER)	01/25/18	716.98
00719471	92371	BURLINGTON DITCH RESERVOIR AND	01/25/18	375.00
00719472	463401	BUSH MELVIN E	01/25/18	65.00
00719473	8973	C & R ELECTRICAL CONTRACTORS I	01/25/18	300.00
00719475	5050	COLO DIST ATTORNEY COUNCIL	01/25/18	720.00
00719476	5050	COLO DIST ATTORNEY COUNCIL	01/25/18	200.00
00719477	209334	COLO NATURAL GAS INC	01/25/18	998.96
00719478	612089	COMMERCIAL CLEANING SYSTEMS	01/25/18	75,808.43
00719480	255001	COPYCO QUALITY PRINTING INC	01/25/18	442.50
00719481	437554	CSU EXTENSION	01/25/18	130.00
00719482	13299	CSU UNIVERSITY RESOURCE CTR	01/25/18	7.00
00719483	96739	CUMMINS ROCKY MTN	01/25/18	1,295.61
00719484	304520	DELL PREFERRED ACCOUNT	01/25/18	77,132.36
00719486	4937	GROUNDWATER MANAGEMENT SUB	01/25/18	1,680.00
00719487	418327	IC CHAMBERS LP	01/25/18	6,254.16
00719488	32276	INSIGHT PUBLIC SECTOR	01/25/18	1,921.50
00719489	13565	INTERMOUNTAIN REA	01/25/18	2,179.96
00719490	13565	INTERMOUNTAIN REA	01/25/18	175.57
00719491	638360	KALAVITY KAREN FRANCES	01/25/18	65.00
00719493	238225	LINKEDIN.COM	01/25/18	3,543.75
00719494	422240	MANN LACEY	01/25/18	140.71
00719496	637831	MCCREARY RAPHAEL	01/25/18	65.00
00719497	13688	METRONORTH CHAMBER OF COMMERCE	01/25/18	23,000.00
00719498	443757	NRG DGPV FUND 1 LLC	01/25/18	288.31
00719499	443757	NRG DGPV FUND 1 LLC	01/25/18	56.63
00719500	443757	NRG DGPV FUND 1 LLC	01/25/18	325.80
00719501	163837	PTS OF AMERICA LLC	01/25/18	2,476.00
00719502	573987	PUTMAN IRA EUGENE	01/25/18	65.00
00719503	88393	RECRUITING.COM	01/25/18	510.00
00719504	90872	REEVES COMPANY INC	01/25/18	212.92
00719505	430098	REPUBLIC SERVICES #535	01/25/18	2,965.43
00719506	673960	ROBERTSON KAREN	01/25/18	170.00
00719507	366235	ROCKY MTN SEWER-JET INC	01/25/18	1,050.00

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>
00719508	13538	SHRED IT USA LLC	01/25/18	150.00
00719509	13932	SOUTH ADAMS WATER & SANITATION	01/25/18	376.51
00719510	13932	SOUTH ADAMS WATER & SANITATION	01/25/18	659.41
00719511	227044	SOUTHWESTERN PAINTING	01/25/18	3,600.00
00719512	281167	SPECTRA CONTRACT FLOORING SERV	01/25/18	690.00
00719513	315130	STANFIELD THOMSON	01/25/18	65.00
00719514	599714	SUMMIT FOOD SERVICE LLC	01/25/18	191.83
00719515	66264	SYSTEMS GROUP	01/25/18	170.00
00719516	41127	THYSSENKRUPP ELEVATOR CORP	01/25/18	6,514.25
00719517	85446	TYCO WESTFIRE	01/25/18	950.00
00719518	666214	TYGRET DEBRA R	01/25/18	277.00
00719519	1007	UNITED POWER (UNION REA)	01/25/18	21,707.00
00719520	1007	UNITED POWER (UNION REA)	01/25/18	3,027.00
00719521	1007	UNITED POWER (UNION REA)	01/25/18	29.64
00719522	1007	UNITED POWER (UNION REA)	01/25/18	1,370.77
00719523	28617	VERIZON WIRELESS	01/25/18	1,282.54
00719524	196791	WELLINGTON RESERVOIR COMPANY	01/25/18	480.00
00719525	544338	WESTAR REAL PROPERTY SERVICES	01/25/18	14,281.36
00719526	13822	XCEL ENERGY	01/25/18	4,607.64
00719527	13822	XCEL ENERGY	01/25/18	503.79
00719528	35652	ABELMAN LAW OFFICE	01/26/18	19.00
00719529	673294	BIGHORN LEGAL	01/26/18	19.00
00719530	673295	BODIE ENGER LAW TRUST	01/26/18	19.00
00719531	620294	BOVE LAW OFFICES	01/26/18	166.00
00719532	673296	CORRIGAN RICHARD	01/26/18	19.00
00719533	673297	EASY LEGAL OF COLORADO	01/26/18	4.00
00719534	263238	FOSTER GRAHAM MILSTEIN AND CAL	01/26/18	19.00
00719535	673298	HOCKMAN ASHLEY JEAN	01/26/18	38.00
00719536	673300	HODGES MARLENE	01/26/18	66.00
00719537	358482	HOLST AND BOETTCHER	01/26/18	19.00
00719538	259756	KLASS PHILIP	01/26/18	132.00
00719539	166679	LEACHMAN, MARK A	01/26/18	38.00
00719540	381372	MACHOL & JOHANNES, LLC	01/26/18	76.00
00719541	305419	MIDLAND FUNDING LLC	01/26/18	38.00
00719542	230952	MILLER COHEN PETERSON YOUNG P.	01/26/18	4.00
00719543	673301	MOORE DANIEL	01/26/18	19.00

Net Warrants by Fund Detail

1 **General Fund**

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00719544	230316	OLD DOMINION MANAGEMENT	01/26/18	66.00
00719545	673302	PEREZ MIGUEL ANGEL	01/26/18	19.00
00719546	16377	PROFESSIONAL FINANCE CO	01/26/18	19.00
00719547	673303	SUTTON CORRIE LYNN	01/26/18	19.00
00719548	673307	THORBJORNSEN THORE	01/26/18	19.00
00719549	218715	TSCHETTER HAMRICK SULZER	01/26/18	990.00
00719550	227333	VARGO & JANSON, P.C.	01/26/18	19.00
00719551	27815	WAKEFIELD & ASSOCIATES INC	01/26/18	38.00
00719552	433987	ADCO DISTRICT ATTORNEY'S OFFIC	01/26/18	323.31
00719553	12816	MATTIE BRIAN S	01/26/18	291.00
00719554	564443	SHIBAO KELSEY	01/26/18	375.00
Fund Total				373,858.17

Net Warrants by Fund Detail

6 Equipment Service Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00719439	46545	PATRIDGE MICHAEL	01/22/18	704.72
00719444	65420	VANDERBROEK SCOTT	01/22/18	674.53
00719445	535601	WELP VENCIL	01/22/18	268.93
00719446	11657	A & E TIRE INC	01/24/18	461.00
00719492	557427	LDV INC	01/25/18	470,683.00
			Fund Total	472,792.18

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>
00719485	11912	DENVER POST THE	01/25/18	1,485.60
00719495	675499	MARCIA E NAIMAN REVOCABLE TRUS	01/25/18	4,063.00
Fund Total				5,548.60

County of Adams
Net Warrants by Fund Detail

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Developmentally Disabled

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00719452	3313	NORTH METRO COMMUNITY SERVICES	01/24/18	263,834.00
			Fund Total	263,834.00

Net Warrants by Fund Detail

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Waste Management Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00719447	535096	B & B ENVIRONMENTAL SAFETY INC	01/24/18	4,779.49
00719460	273765	UNITED POWER	01/24/18	33,667.98
Fund Total				38,447.47

Net Warrants by Fund Detail

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Workforce & Business Center

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00719555	8076	VERIZON WIRELESS	01/26/18	566.41
Fund Total				566.41

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>
00719434	158203	LISTENUP	01/22/18	14,435.15
00719435	158203	LISTENUP	01/22/18	370.00
00719479	612089	COMMERCIAL CLEANING SYSTEMS	01/25/18	1,370.62
Fund Total				16,175.77

County of Adams
Net Warrants by Fund Detail

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Sheriff Payables

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00719474	33480	COLO BUREAU OF INVESTIGATION	01/25/18	9,137.00
Fund Total				9,137.00

County of Adams
Net Warrants by Fund Detail

Grand Total 1,180,359.60

County of Adams
Vendor Payment Report

<u>2051</u>	<u>ANS - Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Animal Control/Shelter					
	HODGES CHARLES	00001	918130	298008	01/23/18	<u>172.00</u>
					Account Total	<u>172.00</u>
					Department Total	<u><u>172.00</u></u>

County of Adams
Vendor Payment Report

<u>2056</u>	<u>ANS - Clinic Operations</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	BISHOPP JESSICA	00001	918255	298164	01/24/18	<u>33.84</u>
					Account Total	<u>33.84</u>
					Department Total	<u><u>33.84</u></u>

County of Adams
Vendor Payment Report

<u>1011</u>	<u>Board of County Commissioners</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Special Events					
	FIVE STAR EDUCATION FOUNDATIO	00001	917999	297807	01/19/18	2,500.00
	ADAMS COUNTY REGIONAL PARKS DE	00001	918228	298121	01/24/18	50.00
	ADAMS COUNTY REGIONAL PARKS DE	00001	918229	298121	01/24/18	50.00
	ADAMS COUNTY REGIONAL PARKS DE	00001	918230	298121	01/24/18	50.00
					Account Total	2,650.00
					Department Total	2,650.00

County of Adams
Vendor Payment Report

<u>1024</u>	<u>Budget Office</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	DUNCAN NANCY	00001	918063	297914	12/29/17	115.56
					Account Total	115.56
	Operating Supplies					
	TAYLOR RAYLENE	00001	918132	298008	01/23/18	14.99
					Account Total	14.99
					Department Total	130.55

County of Adams
Vendor Payment Report

<u>1012</u>	<u>County Manager</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Travel & Transportation					
	REIS ALISHA	00001	918128	298008	01/23/18	<u>83.25</u>
					Account Total	<u>83.25</u>
					Department Total	<u><u>83.25</u></u>

County of Adams
Vendor Payment Report

<u>1052</u>	<u>Criminal Justice Coord Council</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Business Meetings					
	ALLEN DEBRA JEAN	00001	918033	297886	12/29/17	19.93
					Account Total	19.93
	Mileage Reimbursements					
	ALLEN DEBRA JEAN	00001	918031	297886	12/29/17	127.88
	ALLEN DEBRA JEAN	00001	918032	297886	12/29/17	135.92
					Account Total	263.80
					Department Total	<u>283.73</u>

County of Adams
Vendor Payment Report

<u>4031</u>	<u>Developmentally Disabled</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grants to Other Instit					
	NORTH METRO COMMUNITY SERVICES	00020	918127	298008	01/23/18	<u>263,834.00</u>
					Account Total	<u>263,834.00</u>
					Department Total	<u><u>263,834.00</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					
	MATTIE BRIAN S	00001	918273	298244	01/25/18	291.00
	SHIBAO KELSEY	00001	918274	298244	01/25/18	375.00
					Account Total	666.00
	Witness Fees					
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	918272	298244	01/25/18	69.98
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	918272	298244	01/25/18	131.81
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	918272	298244	01/25/18	68.60
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	918272	298244	01/25/18	52.92
					Account Total	323.31
					Department Total	989.31

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>
	Travel & Transportation					
	AZZOLINA CAROL	00001	918013	297869	01/22/18	182.00
	BUCHANAN SANDY	00001	918035	297869	01/22/18	182.00
	HUPFER DETOR LEVON	00001	918036	297869	01/22/18	182.00
	JEFFERY ROBERT C	00001	918037	297869	01/22/18	182.00
	RUELAS RAFAEL	00001	918038	297869	01/22/18	182.00
					Account Total	910.00
					Department Total	910.00

County of Adams
Vendor Payment Report

<u>6</u>	<u>Equipment Service Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	A & E TIRE INC	00006	918139	298004	01/23/18	461.00
	LDV INC	00006	918256	298158	01/24/18	34,571.00
	LDV INC	00006	918256	298158	01/24/18	436,112.00
					Account Total	471,144.00
					Department Total	471,144.00

County of Adams
Vendor Payment Report

<u>9240</u>	<u>Extension - Horticulture</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	ROBERTSON KAREN	00001	918018	297871	01/22/18	170.00
					Account Total	170.00
					Department Total	170.00

County of Adams
Vendor Payment Report

<u>9241</u>	<u>Extension- Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Business Meetings					
	CSU EXTENSION	00001	918020	297871	01/22/18	<u>130.00</u>
					Account Total	<u>130.00</u>
					Department Total	<u><u>130.00</u></u>

County of Adams
Vendor Payment Report

<u>9244</u>	<u>Extension- 4-H/Youth</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	MANN LACEY	00001	918019	297871	01/22/18	140.71
					Account Total	140.71
	Travel & Transportation					
	CSU UNIVERSITY RESOURCE CTR	00001	918021	297871	01/22/18	7.00
					Account Total	7.00
					Department Total	147.71

County of Adams
Vendor Payment Report

<u>9114</u>	<u>Fleet- Commerce</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Tools Reimbursement					
	VANDERBROEK SCOTT	00006	917013	296896	01/09/18	<u>674.53</u>
					Account Total	<u>674.53</u>
					Department Total	<u><u>674.53</u></u>

County of Adams
Vendor Payment Report

<u>9115</u>	<u>Fleet- Strasbrg</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Tools Reimbursement					
	PATRIDGE MICHAEL	00006	917571	297386	01/17/18	704.72
	WELP VENCIL	00006	917572	297386	01/17/18	268.93
					Account Total	<u>973.65</u>
					Department Total	<u><u>973.65</u></u>

County of Adams
Vendor Payment Report

<u>50</u>	<u>FLATROCK Facility Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	COMMERCIAL CLEANING SYSTEMS	00050	918246	298157	01/24/18	875.62
	COMMERCIAL CLEANING SYSTEMS	00050	918246	298157	01/24/18	495.00
	LISTENUP	00050	918056	297905	12/29/17	14,435.15
	LISTENUP	00050	918057	297905	12/29/17	370.00
					Account Total	<u>16,175.77</u>
					Department Total	<u><u>16,175.77</u></u>

County of Adams
Vendor Payment Report

<u>1091</u>	<u>FO - Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Rental					
	BENNETT TOWN OF	00001	918214	298107	01/24/18	1,500.00
	IC CHAMBERS LP	00001	918223	298107	01/24/18	6,254.16
	WESTAR REAL PROPERTY SERVICES	00001	918220	298107	01/24/18	14,281.36
					Account Total	22,035.52
	Gas & Electricity					
	Energy Cap Bill ID=8033	00001	918204	298098	01/18/18	56.63
	Energy Cap Bill ID=8034	00001	918205	298098	01/18/18	325.80
	Energy Cap Bill ID=8045	00001	918206	298098	01/11/18	175.57
					Account Total	558.00
	Other Professional Serv					
	GROUNDWATER MANAGEMENT SUB	00001	918212	298103	01/24/18	1,680.00
					Account Total	1,680.00
					Department Total	24,273.52

County of Adams
Vendor Payment Report

<u>1075</u>	<u>FO - Administration Bldg</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=8037	00001	918200	298098	01/08/18	2,179.96
	Energy Cap Bill ID=8046	00001	918201	298098	01/09/18	998.96
					Account Total	<u>3,178.92</u>
					Department Total	<u><u>3,178.92</u></u>

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=8042	00001	918195	298098	01/05/18	<u>4,607.64</u>
					Account Total	<u>4,607.64</u>
					Department Total	<u><u>4,607.64</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>
	Janitorial Services					
	COMMERCIAL CLEANING SYSTEMS	00001	918247	298157	01/24/18	3.00
					Account Total	3.00
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8044	00001	918208	298098	01/05/18	716.98
					Account Total	716.98
					Department Total	719.98

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					
	C & R ELECTRICAL CONTRACTORS I	00001	918221	298107	01/24/18	300.00
					Account Total	300.00
	Gas & Electricity					
	Energy Cap Bill ID=8038	00001	918202	298098	01/10/18	21,707.00
	Energy Cap Bill ID=8039	00001	918203	298098	01/10/18	3,027.00
					Account Total	24,734.00
	Maintenance Contracts					
	CUMMINS ROCKY MTN	00001	918216	298107	01/24/18	676.78
	CUMMINS ROCKY MTN	00001	918217	298107	01/24/18	618.83
	TYCO WESTFIRE	00001	918222	298107	01/24/18	950.00
					Account Total	2,245.61
					Department Total	27,279.61

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>
	Building Repair & Maint					
	SOUTHWESTERN PAINTING	00001	918219	298107	01/24/18	3,600.00
					Account Total	3,600.00
	Gas & Electricity					
	Energy Cap Bill ID=8032	00001	918198	298098	01/18/18	288.31
					Account Total	288.31
					Department Total	3,888.31

County of Adams
Vendor Payment Report

<u>1067</u>	<u>FO - Human Service Building</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8036	00001	918196	298098	01/04/18	<u>376.51</u>
					Account Total	<u>376.51</u>
					Department Total	<u><u>376.51</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>
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8043	00001	918199	298098	01/05/18	<u>3,045.63</u>
					Account Total	<u>3,045.63</u>
					Department Total	<u><u>3,045.63</u></u>

County of Adams
Vendor Payment Report

<u>2009</u>	<u>FO - Sheriff Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	ADVANTAGE HOOD WORKS LLC	00001	918215	298107	01/24/18	1,900.00
					Account Total	1,900.00
	Maintenance Contracts					
	ROCKY MTN SEWER-JET INC	00001	918213	298107	01/24/18	1,050.00
					Account Total	1,050.00
					Department Total	2,950.00

County of Adams
Vendor Payment Report

<u>1069</u>	<u>FO-Animal Shelter Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8035	00001	918197	298098	01/04/18	<u>659.41</u>
					Account Total	<u>659.41</u>
					Department Total	<u><u>659.41</u></u>

County of Adams
Vendor Payment Report

<u>1</u>	<u>General Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	ADAMSON POLICE PRODUCTS	00001	918151	298016	01/23/18	845.00
	COLO DIST ATTORNEY COUNCIL	00001	918152	298016	01/23/18	720.00
	COLO DIST ATTORNEY COUNCIL	00001	918152	298016	01/23/18	200.00
	COMMERCIAL CLEANING SYSTEMS	00001	918244	298157	01/24/18	1,325.76
	COMMERCIAL CLEANING SYSTEMS	00001	918244	298157	01/24/18	6,585.68
	COMMERCIAL CLEANING SYSTEMS	00001	918247	298157	01/24/18	18,165.84
	COMMERCIAL CLEANING SYSTEMS	00001	918247	298157	01/24/18	4,054.47
	COMMERCIAL CLEANING SYSTEMS	00001	918247	298157	01/24/18	4,240.43
	COMMERCIAL CLEANING SYSTEMS	00001	918247	298157	01/24/18	420.54
	COMMERCIAL CLEANING SYSTEMS	00001	918247	298157	01/24/18	2,911.76
	COMMERCIAL CLEANING SYSTEMS	00001	918247	298157	01/24/18	3,690.57
	COMMERCIAL CLEANING SYSTEMS	00001	918247	298157	01/24/18	799.02
	COMMERCIAL CLEANING SYSTEMS	00001	918247	298157	01/24/18	1,634.09
	COMMERCIAL CLEANING SYSTEMS	00001	918247	298157	01/24/18	791.14
	COMMERCIAL CLEANING SYSTEMS	00001	918247	298157	01/24/18	1,553.67
	COMMERCIAL CLEANING SYSTEMS	00001	918247	298157	01/24/18	422.40
	COMMERCIAL CLEANING SYSTEMS	00001	918247	298157	01/24/18	619.72
	COMMERCIAL CLEANING SYSTEMS	00001	918247	298157	01/24/18	578.85
	COMMERCIAL CLEANING SYSTEMS	00001	918247	298157	01/24/18	419.31
	COMMERCIAL CLEANING SYSTEMS	00001	918247	298157	01/24/18	683.85
	COMMERCIAL CLEANING SYSTEMS	00001	918247	298157	01/24/18	26,217.65
	COMMERCIAL CLEANING SYSTEMS	00001	918247	298157	01/24/18	690.68
	DELL PREFERRED ACCOUNT	00001	918253	298158	01/24/18	77,132.36
	DUMMIES UNLIMITED INC	00001	917768	297385	01/18/18	4,916.00
	GALLS LLC	00001	917567	297385	01/17/18	48.95
	GALLS LLC	00001	917568	297385	01/17/18	539.58
	INSIGHT PUBLIC SECTOR	00001	918249	298157	01/24/18	1,921.50
	LATPRO INC	00001	918124	298004	01/23/18	566.67
	LINKEDIN.COM	00001	918251	298157	01/24/18	3,543.75
	NICOLETTI-FLATER ASSOCIATES	00001	917997	297805	12/29/17	700.00
	NICOLETTI-FLATER ASSOCIATES	00001	917997	297805	12/29/17	200.00
	NICOLETTI-FLATER ASSOCIATES	00001	917997	297805	12/29/17	2,075.00
	NUMERICA CORPORATION	00001	917569	297385	01/17/18	11,885.00
	OLD VINE PINNACLE ASSOCIATES	00001	918137	298004	01/23/18	800.00
	OPEN JUSTICE BROKER CONSORTIUM	00001	918058	297385	12/29/17	8,400.00

County of Adams
Vendor Payment Report

<u>1</u>	<u>General Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	OPEN JUSTICE BROKER CONSORTIUM	00001	918059	297385	12/29/17	3,520.00
	OPEN JUSTICE BROKER CONSORTIUM	00001	918060	297385	12/29/17	4,160.00
	OPEN JUSTICE BROKER CONSORTIUM	00001	918061	297385	12/29/17	640.00
	PIONEER TECHNOLOGY GROUP LLC	00001	918125	298004	01/23/18	37,302.80
	PRO FORCE LAW ENFORCEMENT	00001	917769	297385	01/18/18	2,449.35
	PTS OF AMERICA LLC	00001	918153	298016	01/23/18	900.00
	PTS OF AMERICA LLC	00001	918154	298016	01/23/18	1,576.00
	RANDSTAD US LP	00001	918138	298004	01/23/18	571.92
	RECRUITING.COM	00001	918250	298157	01/24/18	510.00
	SPECTRA CONTRACT FLOORING SERV	00001	918245	298157	01/24/18	690.00
	THYSSENKRUPP ELEVATOR CORP	00001	918248	298157	01/24/18	1,182.04
	THYSSENKRUPP ELEVATOR CORP	00001	918248	298157	01/24/18	125.00
	THYSSENKRUPP ELEVATOR CORP	00001	918248	298157	01/24/18	91.21
	THYSSENKRUPP ELEVATOR CORP	00001	918248	298157	01/24/18	791.00
	THYSSENKRUPP ELEVATOR CORP	00001	918248	298157	01/24/18	250.00
	THYSSENKRUPP ELEVATOR CORP	00001	918248	298157	01/24/18	2,575.00
	THYSSENKRUPP ELEVATOR CORP	00001	918248	298157	01/24/18	250.00
	THYSSENKRUPP ELEVATOR CORP	00001	918248	298157	01/24/18	325.00
	THYSSENKRUPP ELEVATOR CORP	00001	918248	298157	01/24/18	675.00
	THYSSENKRUPP ELEVATOR CORP	00001	918248	298157	01/24/18	250.00
	TOSHIBA FINANCIAL SERVICES	00001	917570	297385	01/17/18	2,871.02
	TOSHIBA FINANCIAL SERVICES	00001	917570	297385	01/17/18	187.44
	TOSHIBA FINANCIAL SERVICES	00001	917570	297385	01/17/18	1,050.52
	TOSHIBA FINANCIAL SERVICES	00001	917570	297385	01/17/18	1,278.28
	TYGRETTE DEBRA R	00001	918160	298016	01/23/18	277.00
					Account Total	<u>254,797.82</u>
					Department Total	<u><u>254,797.82</u></u>

County of Adams
Vendor Payment Report

<u>9252</u>	<u>GF- Admin/Org Support</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Membership Dues					
	METRONORTH CHAMBER OF COMMERCE	00001	918254	298164	01/24/18	23,000.00
					Account Total	23,000.00
	Other Professional Serv					
	JUSTICE BENEFITS INC	00001	918062	297912	12/29/17	1,056.00
					Account Total	1,056.00
	Trustee Fees					
	WELLS FARGO BANK	00001	918129	298008	01/23/18	1,500.00
					Account Total	1,500.00
					Department Total	<u>25,556.00</u>

County of Adams
Vendor Payment Report

<u>1056</u>	<u>IT Help Desk & Servers</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Education & Training					
	EMPLOYERS COUNCIL SERVICES INC	00001	918068	297989	01/23/18	<u>740.00</u>
					Account Total	<u>740.00</u>
					Department Total	<u><u>740.00</u></u>

County of Adams
Vendor Payment Report

<u>1058</u>	<u>IT Network/Telecom</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Telephone					
	TDS TELECOM	00001	918133	298008	01/23/18	840.89
					Account Total	840.89
					Department Total	840.89

County of Adams
Vendor Payment Report

<u>1111</u>	<u>Parks Facilities</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	SYSTEMS GROUP	00001	918218	298107	01/24/18	170.00
					Account Total	170.00
	Gas & Electricity					
	Energy Cap Bill ID=8047	00001	918207	298098	01/04/18	503.79
	UNITED POWER (UNION REA)	00001	918224	298107	01/24/18	29.64
	UNITED POWER (UNION REA)	00001	918225	298107	01/24/18	1,370.77
					Account Total	1,904.20
					Department Total	2,074.20

County of Adams
Vendor Payment Report

<u>5011</u>	<u>PKS- Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Special Assessment Payments					
	BURLINGTON DITCH RESERVOIR AND	00001	918024	297876	01/22/18	375.00
	WELLINGTON RESERVOIR COMPANY	00001	918025	297876	01/22/18	480.00
					Account Total	<u>855.00</u>
					Department Total	<u><u>855.00</u></u>

County of Adams
Vendor Payment Report

<u>5010</u>	<u>PKS- Fair & Special Events</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Regional Park Rentals					
	BARRON LETICIA	00001	918023	297876	01/22/18	<u>1,308.00</u>
					Account Total	<u>1,308.00</u>
					Department Total	<u><u>1,308.00</u></u>

County of Adams
Vendor Payment Report

<u>5015</u>	<u>PKS- Grounds Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Water/Sewer/Sanitation					
	REPUBLIC SERVICES #535	00001	918022	297874	01/22/18	<u>2,796.43</u>
					Account Total	<u>2,796.43</u>
					Department Total	<u><u>2,796.43</u></u>

County of Adams
Vendor Payment Report

<u>5016</u>	<u>PKS- Trail Ranger Patrol</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Water/Sewer/Sanitation					
	REPUBLIC SERVICES #535	00001	918022	297874	01/22/18	<u>169.00</u>
					Account Total	<u>169.00</u>
					Department Total	<u><u>169.00</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					
	BUSH MELVIN E	00001	918026	297881	01/22/18	65.00
	KALAVITY KAREN FRANCES	00001	918030	297881	01/22/18	65.00
	MCCREARY RAPHAEL	00001	918027	297881	01/22/18	65.00
	PUTMAN IRA EUGENE	00001	918029	297881	01/22/18	65.00
	STANFIELD THOMSON	00001	918028	297881	01/22/18	65.00
					Account Total	<u>325.00</u>
					Department Total	<u><u>325.00</u></u>

County of Adams
Vendor Payment Report

<u>13</u>	<u>Road & Bridge Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	DENVER POST THE	00013	918257	298158	01/24/18	<u>1,485.60</u>
					Account Total	<u>1,485.60</u>
					Department Total	<u><u>1,485.60</u></u>

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>
	Fingerprint Cards - CBI					
	COLO BUREAU OF INVESTIGATION	00094	918166	298021	01/23/18	<u>9,137.00</u>
					Account Total	<u>9,137.00</u>
					Department Total	<u><u>9,137.00</u></u>

County of Adams
Vendor Payment Report

<u>2008</u>	<u>SHF - Training Academy</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	SYMBOL ARTS	00001	917940	297761	12/29/17	<u>1,205.00</u>
					Account Total	<u>1,205.00</u>
					Department Total	<u><u>1,205.00</u></u>

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>
	Other Professional Serv					
	SHRED IT USA LLC	00001	918190	298023	01/23/18	150.00
					Account Total	150.00
	Printing External					
	COPYCO QUALITY PRINTING INC	00001	918182	298023	01/23/18	17.50
	COPYCO QUALITY PRINTING INC	00001	918184	298023	01/23/18	190.00
	COPYCO QUALITY PRINTING INC	00001	918187	298023	01/23/18	40.00
					Account Total	247.50
					Department Total	397.50

County of Adams
Vendor Payment Report

<u>2015</u>	<u>SHF- Civil Section</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Sheriff's Fees					
	ABELMAN LAW OFFICE	00001	917973	297800	01/19/18	19.00
	BIGHORN LEGAL	00001	918000	297800	01/19/18	19.00
	BODIE ENGER LAW TRUST	00001	918001	297800	01/19/18	19.00
	BOVE LAW OFFICES	00001	917974	297800	01/19/18	147.00
	BOVE LAW OFFICES	00001	917975	297800	01/19/18	19.00
	CORRIGAN RICHARD	00001	918002	297800	01/19/18	19.00
	EASY LEGAL OF COLORADO	00001	918003	297800	01/19/18	4.00
	FOSTER GRAHAM MILSTEIN AND CAL	00001	917976	297800	01/19/18	19.00
	HOCKMAN ASHLEY JEAN	00001	918004	297800	01/19/18	19.00
	HOCKMAN ASHLEY JEAN	00001	918005	297800	01/19/18	19.00
	HODGES MARLENE	00001	918006	297800	01/19/18	66.00
	HOLST AND BOETTCHER	00001	917977	297800	01/19/18	19.00
	KLASS PHILIP	00001	917978	297800	01/19/18	66.00
	KLASS PHILIP	00001	917979	297800	01/19/18	66.00
	LEACHMAN, MARK A	00001	917980	297800	01/19/18	19.00
	LEACHMAN, MARK A	00001	917981	297800	01/19/18	19.00
	MACHOL & JOHANNES, LLC	00001	917982	297800	01/19/18	19.00
	MACHOL & JOHANNES, LLC	00001	917983	297800	01/19/18	19.00
	MACHOL & JOHANNES, LLC	00001	917984	297800	01/19/18	19.00
	MACHOL & JOHANNES, LLC	00001	917985	297800	01/19/18	19.00
	MIDLAND FUNDING LLC	00001	917986	297800	01/19/18	19.00
	MIDLAND FUNDING LLC	00001	917987	297800	01/19/18	19.00
	MILLER COHEN PETERSON YOUNG P.	00001	917988	297800	01/19/18	4.00
	MOORE DANIEL	00001	918007	297800	01/19/18	19.00
	OLD DOMINION MANAGEMENT	00001	917989	297800	01/19/18	66.00
	PEREZ MIGUEL ANGEL	00001	918008	297800	01/19/18	19.00
	PROFESSIONAL FINANCE CO	00001	917990	297800	01/19/18	19.00
	SUTTON CORRIE LYNN	00001	918009	297800	01/19/18	19.00
	THORBJORNSEN THORE	00001	918010	297800	01/19/18	19.00
	TSCHETTER HAMRICK SULZER	00001	917994	297800	01/19/18	990.00
	VARGO & JANSON, P.C.	00001	917991	297800	01/19/18	19.00
	WAKEFIELD & ASSOCIATES INC	00001	917992	297800	01/19/18	19.00
	WAKEFIELD & ASSOCIATES INC	00001	917993	297800	01/19/18	19.00
					Account Total	1,884.00
					Department Total	1,884.00

County of Adams
Vendor Payment Report

<u>2016</u>	<u>SHF- Detective Division</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Interpreting Services					
	LANGUAGE LINE SERVICES	00001	917938	297761	12/29/17	138.58
	LANGUAGE LINE SERVICES	00001	917939	297761	12/29/17	77.08
					Account Total	<u>215.66</u>
	Other Communications					
	VERIZON WIRELESS	00001	918192	298023	01/23/18	1,282.54
					Account Total	<u>1,282.54</u>
					Department Total	<u><u>1,498.20</u></u>

County of Adams
Vendor Payment Report

<u>2071</u>	<u>SHF- Detention Facility</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Interpreting Services					
	LANGUAGE LINE SERVICES	00001	917938	297761	12/29/17	455.92
	LANGUAGE LINE SERVICES	00001	917939	297761	12/29/17	390.32
					Account Total	846.24
	Operating Supplies					
	SUMMIT FOOD SERVICE LLC	00001	918191	298023	01/23/18	191.83
					Account Total	191.83
	Printing External					
	COPYCO QUALITY PRINTING INC	00001	918183	298023	01/23/18	35.00
	COPYCO QUALITY PRINTING INC	00001	918187	298023	01/23/18	40.00
					Account Total	75.00
	Uniforms & Cleaning					
	REEVES COMPANY INC	00001	918189	298023	01/23/18	212.92
					Account Total	212.92
					Department Total	1,325.99

County of Adams
Vendor Payment Report

<u>2017</u>	<u>SHF- Patrol Division</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Interpreting Services					
	LANGUAGE LINE SERVICES	00001	917938	297761	12/29/17	122.18
	LANGUAGE LINE SERVICES	00001	917939	297761	12/29/17	215.66
					Account Total	<u>337.84</u>
	Printing External					
	COPYCO QUALITY PRINTING INC	00001	918185	298023	01/23/18	40.00
	COPYCO QUALITY PRINTING INC	00001	918186	298023	01/23/18	40.00
	COPYCO QUALITY PRINTING INC	00001	918188	298023	01/23/18	40.00
					Account Total	<u>120.00</u>
					Department Total	<u><u>457.84</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					
	AVIS RENT A CAR SYSTEM INC	00001	917936	297761	12/29/17	122.34
	AVIS RENT A CAR SYSTEM INC	00001	917937	297761	12/29/17	134.14
					Account Total	<u>256.48</u>
	Interpreting Services					
	LANGUAGE LINE SERVICES	00001	917938	297761	12/29/17	15.58
	LANGUAGE LINE SERVICES	00001	917939	297761	12/29/17	12.30
					Account Total	<u>27.88</u>
	Membership Dues					
	ALERT/SAM	00001	918180	298023	01/23/18	80.00
					Account Total	<u>80.00</u>
					Department Total	<u><u>364.36</u></u>

County of Adams
Vendor Payment Report

<u>3052</u>	<u>Transportation Constr & Inspec</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	TROXLER ELECTRONIC LABS	00013	918069	297993	01/23/18	<u>115.00</u>
					Account Total	<u>115.00</u>
					Department Total	<u><u>115.00</u></u>

County of Adams
Vendor Payment Report

<u>3056</u>	<u>Transportation CIP</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Land					
	MARCIA E NAIMAN REVOCABLE TRUS	00013	918226	298119	01/24/18	<u>4,063.00</u>
					Account Total	<u>4,063.00</u>
					Department Total	<u><u>4,063.00</u></u>

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>
	Operating Supplies					
	MINUTEMAN PRESS-BRIGHTON	00001	918131	298008	01/23/18	<u>468.02</u>
					Account Total	<u>468.02</u>
					Department Total	<u><u>468.02</u></u>

County of Adams
Vendor Payment Report

<u>97800</u>	<u>Wagner-Peyser</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00035	918275	298255	01/25/18	<u>40.01</u>
					Account Total	<u>40.01</u>
					Department Total	<u><u>40.01</u></u>

County of Adams
Vendor Payment Report

<u>97803</u>	<u>Wagner-Peyser Migrant Seasonal</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00035	918275	298255	01/25/18	<u>105.28</u>
					Account Total	<u>105.28</u>
					Department Total	<u><u>105.28</u></u>

County of Adams
Vendor Payment Report

<u>25</u>	<u>Waste Management Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	B & B ENVIRONMENTAL SAFETY INC	00025	918135	298004	01/23/18	4,779.49
	UNITED POWER	00025	918136	298004	01/23/18	33,667.98
					Account Total	<u>38,447.47</u>
					Department Total	<u><u>38,447.47</u></u>

County of Adams
Vendor Payment Report

<u>99806</u>	<u>WIOA & Wag/Pey Shared Prog Cst</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00035	918275	298255	01/25/18	<u>52.64</u>
					Account Total	<u>52.64</u>
					Department Total	<u><u>52.64</u></u>

County of Adams
Vendor Payment Report

<u>99807</u>	<u>Youth Shared Prgrm Direct Cost</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00035	918275	298255	01/25/18	<u>368.48</u>
					Account Total	<u>368.48</u>
					Department Total	<u><u>368.48</u></u>

County of Adams
Vendor Payment Report

Grand Total 1,180,359.60

**MINUTES OF COMMISSIONERS' PROCEEDINGS FOR
TUESDAY, JANUARY 30, 2018**

1. ROLL CALL

Present: All Commissioners present.

Excused:

2. PLEDGE OF ALLEGIANCE (09:01 AM)

3. MOTION TO APPROVE AGENDA (09:02 AM)

Motion to Approve 3. MOTION TO APPROVE AGENDA Moved by Eva J. Henry, seconded by Steve O'Doriso, unanimously carried.

4. AWARDS AND PRESENTATIONS (09:02 AM)

5. PUBLIC COMMENT

A. Citizen Communication

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

B. Elected Officials' Communication (09:16 AM)

6. CONSENT CALENDAR (09:16 AM)

A. 18-125 List of Expenditures Under the Dates of January 16-19, 2018

B. 18-121 Minutes of the Commissioners' Proceedings from January 23, 2018

C. 18-126 Adams County Public Trustee Operational Expense for the Quarter Ending December 2017

D. 18-072 Resolution Approving the Agreement between Adams County and Tri-County Health Department for a Private Well Water Sampling Program (File approved by ELT)

E. 18-078 Resolution Approving Contract Amendment 2 to the City of Federal Heights Code Enforcement Contract between Adams County and the City of Federal Heights Funded with Community Development Block Grants (CDBG) (File approved by ELT)

F. 18-081 Resolution Appointing Julie Blair to the Local Emergency Planning Committee as a Public Sector Representative (File approved by ELT)

G. 18-082 Resolution Appointing J Douglas Cuillard to the Open Space Advisory Board as an Unincorporated Adams County Representative (File approved by ELT)

H. 18-083 Resolution Appointing Paul Deaderick to the Front Range Airport Advisory Board as the Space Sector Representative (File approved by ELT)

I. 18-084 Resolution Appointing Joseph Domenico to the Planning Commission as an Alternate Member (File approved by ELT)

J. 18-086 Resolution Appointing Jackson Dreiling to the Adams County Foundation (File approved by ELT)

K. 18-087 Resolution Appointing Patricia Dwyer to the Cultural Council (File approved by ELT)

L. 18-088 Resolution Appointing Nooshin Farjadi to the Cultural Council (File approved by ELT)

- M. 18-089 Resolution Appointing Raymond H. Gonzales to the Front Range Airport Advisory Board as the Adams County Government Representative (File approved by ELT)
- N. 18-090 Resolution Appointing Tom Green to the Building Code Board of Appeals (File approved by ELT)
- O. 18-091 Resolution Appointing Tom Green to the Board of Adjustment as an Alternate Member (File approved by ELT)
- P. 18-092 Resolution Appointing Edwin G. Hickel to the Open Space Advisory Board as an Unincorporated Adams County Representative (File approved by ELT)
- Q. 18-093 Resolution Appointing Kathy Imel to the Scientific and Cultural Facilities District as the Adams County Representative (File approved by ELT)
- R. 18-094 Resolution Appointing Farid Jalil to the Planning Commission as an Alternate Member (File approved by ELT)
- S. 18-095 Resolution Appointing Lee Jones to the Community and Neighborhood Resources Block Grant Advisory Council as a Private Sector Representative (File approved by ELT)
- T. 18-096 Resolution Appointing James H. Joy to the Adams County Liquor and Marijuana Licensing Authority as a Regular Member (File approved by ELT)
- U. 18-097 Resolution Appointing Lindsay Lierman to the Citizen Review Panel (File approved by ELT)
- V. 18-098 Resolution Appointing Kenneth Lombardi to the Building Code Board of Appeals (File approved by ELT)
- W. 18-099 Resolution Appointing Kenneth Lombardi to the Board of Fire Code Appeals (File approved by ELT)
- X. 18-100 Resolution Appointing Marilyn Losoya to the Local Emergency Planning Committee as a Local Chemical Facility Representative (File approved by ELT)
- Y. 18-101 Resolution Appointing Stephanie Mirelez Norton to the Fair Advisory Board (File approved by ELT)
- Z. 18-102 Resolution Appointing Jeffrey T. Osetek to the Local Emergency Planning Committee as a Local Chemical Facility Representative (File approved by ELT)
- AA. 18-103 Resolution Appointing Richard Pabon to the Fair Advisory Board (File approved by ELT)
- AB. 18-104 Resolution Appointing Lesley C. Pazdzioch to the Adams County Visual Arts Commission (File approved by ELT)
- AC. 18-105 Resolution Appointing David Plakorus to the Planning Commission as a Regular Member (File approved by ELT)
- AD. 18-106 Resolution Appointing Gary C. Pratt to the Building Code Board of Appeals (File approved by ELT)
- AE. 18-107 Resolution Appointing Rachel A. Rice to the Cultural Council (File approved by ELT)
- AF. 18-108 Resolution Appointing Sharon L. Richardson to the Planning Commission as a Regular Member (File approved by ELT)
- AG. 18-109 Resolution Appointing Wilma Rose to the Cultural Council (File approved by ELT)
- AH. 18-110 Resolution Appointing Joseph Sanchez to the Cultural Council (File approved by ELT)
- AI. 18-111 Resolution Appointing Lindsey Spraker to the Citizen Review Panel (File approved by ELT)
- AJ. 18-112 Resolution Appointing Pamela J. Spivey to the Community and Neighborhood Resources Block Grant Advisory Council as a Low Income Sector Representative (File approved by ELT)
- AK. 18-113 Resolution Appointing Thomson P. Stanfield Jr. to the Board of Adjustment as a Regular Member (File approved by ELT)
- AL. 18-114 Resolution Appointing Mark J. Stickel to the Open Space Advisory Board as the Federal Heights Representative (File approved by ELT)
- AM. 18-115 Resolution Appointing Dennis Tonsager to the Adams County Liquor and Marijuana Licensing Authority as an Alternate Member (File approved by ELT)

- AN.18-116 Resolution Appointing Scott Ullerick to the Front Range Airport Advisory Board as the Business Sector Representative (File approved by ELT)
AO.18-117 Resolution Appointing Richard Ward to the Front Range Airport Advisory Board as the Aviation Sector Representative (File approved by ELT)
AP.18-118 Resolution Appointing Paul D. Weinrauch to the Open Space Advisory Board as the Northglenn Representative (File approved by ELT)
AQ.18-119 Resolution Appointing Sandra K. Wolfe to the Adams County Liquor and Marijuana Licensing Authority as an Alternate Member (File approved by ELT)
Motion to Approve 6. CONSENT CALENDAR with the removal of item 6E Moved by Steve O'Dorisio, seconded by Eva J. Henry, unanimously carried.

7. NEW BUSINESS (09:17 AM)

A. COUNTY MANAGER

B. COUNTY ATTORNEY

8. LAND USE HEARINGS (09:17 AM)

A. Cases to be Heard (09:18 AM)

1. 18-131 PRC2017-00006 Colorado Cleanup Recycling Facility (File approved by ELT) (09:18 AM)
Motion to Approve to continue 1. 18-131 PRC2017-00006 Colorado Cleanup Recycling Facility to March 6, 2018 (File approved by ELT) Moved by Charles "Chaz" Tedesco, seconded by Erik Hansen, unanimously carried.
2. 18-069 PRC2017-00001 Zuni Residences (File approved by ELT) (09:20 AM)
Motion to Approve 2. 18-069 PRC2017-00001 Zuni Residences (File approved by ELT) Moved by Steve O'Dorisio, seconded by Charles "Chaz" Tedesco, unanimously carried.
3. 18-080 RCU2017-00045 Irving Rezoning (File approved by ELT) (09:35 AM)
Motion to Approve 3. 18-080 RCU2017-00045 Irving Rezoning (File approved by ELT) Moved by Steve O'Dorisio, seconded by Eva J. Henry, unanimously carried.
4. 18-132 RCU2016-00039 Farner (File approved by ELT) (09:46 AM)
Motion to Approve 4. 18-132 RCU2016-00039 Farner (File approved by ELT) Moved by Charles "Chaz" Tedesco, seconded by Steve O'Dorisio, unanimously carried.

9. ADJOURNMENT (09:54 AM)

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE





PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: January 30, 2018
SUBJECT: Resolution Regarding Defense and Indemnification of Travis Wilson and Susan Argo as Defendants Pursuant to C.R.S. § 24-10-101, et seq., 17-cv-02986-KLM
FROM: Heidi Miller, County Attorney
AGENCY/DEPARTMENT: County Attorney's Office
HEARD AT STUDY SESSION ON N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Adopt the Resolution Regarding Defense and Indemnification of Travis Wilson and Susan Argo as Defendants Pursuant to C.R.S. § 24-10-101, et seq.

BACKGROUND:

The Board of County Commissioners formally indemnifies employees and elected officials who are named as defendants in civil lawsuits.

The County Attorney's Office has reviewed the facts of the above noted lawsuit and has determined that the employees/elected officials named in the lawsuit were acting within the course and scope of their employment at all relevant times.

The County Attorney's Office is recommending that the following employees/elected officials be indemnified for any potential damages that might arise out of this litigation: Travis Wilson and Susan Argo.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Sheriff's Office

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

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

Fund:
Cost Center:

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

Potential fiscal impact is unknown. If litigation results in settlement or judgment against the County or its employees/elected officials, there would be a fiscal impact. The potential amount of that impact is impossible to estimate at this time.

RESOLUTION REGARDING DEFENSE AND INDEMNIFICATION OF TRAVIS WILSON AND SUSAN ARGO AS DEFENDANTS PURSUANT TO C.R.S. § 24-10-101, ET SEQ.

WHEREAS, Adams County is a public entity pursuant to the Colorado Governmental Immunity Act; and,

WHEREAS, Adams County is obligated to bear the cost of the defense of its elected officials and employees and pay all judgments entered against its elected officials and employees pursuant to the Colorado Governmental Immunity Act so long as they acted within the course and scope of their employment and their acts were not willful and wanton; and,

WHEREAS, Travis Wilson and Susan Argo have been sued in the matter of *Jeffrey Woodfork v. Travis Wilson, et al.* in the U.S. District Court, Case Number 17-cv-02986-KLM; said Defendants, being employees of Adams County at the time of the incident described in the Complaint; and,

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

WHEREAS, pursuant to C.R.S. §§ 24-10-110, 24-10-113 and 24-10-118(5) Adams County hereby determines that it is in the public interest to bear the cost of defense for the Defendants against all asserted claims for compensatory and punitive damages which may be pled and to pay or settle any such compensatory and punitive damage claims against said Defendants; and,

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that Adams County shall bear the cost of defense for Travis Wilson and Susan Argo against all asserted claims for compensatory and

punitive damages which may be pled and to pay or settle any such compensatory and punitive damage claims against said Defendants in the matter of *Jeffrey Woodfork v. Travis Wilson, et al.*

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



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: February 6, 2018
SUBJECT: Final Acceptance for the Public Improvements at the Midtown at Clear Creek Subdivision, Fil. No. 1, Phase 1A, 67 th Place and Alan Drive
FROM: Jeffery A. Maxwell, P.E., PTOE, Director of Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approve a resolution granting Final Acceptance of the public improvements at the Midtown at Clear Creek Subdivision, Fil. No. 1, Phase 1A, 67 th Place and Alan Drive, (Case No. PRC2012-00001, PRC2012-00007).

BACKGROUND:

The Midtown at Clear Creek Subdivision Filing No. 1, Phase 1A, is generally located at 67th Place and Alan Drive in unincorporated Adams County as indicated by the attached map (Exhibit A). The public improvements were granted Preliminary Acceptance on May 21, 2013. These public improvements have satisfactorily completed the guarantee period. Bond number TM5134295/015037523 Rider has been placed as collateral in the amount of \$77,242.38 and will need to be released as part of this Final Acceptance.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

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

ATTACHED DOCUMENTS:

Resolution
Resolution Dated August 8, 2012
Exhibit A

FISCAL IMPACT:

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

Fund:
Cost Center:

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			<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 FOR FINAL ACCEPTANCE OF PUBLIC IMPROVEMENTS CONSTRUCTED AT THE MIDTOWN AT CLEAR CREEK SUBDIVISION FILING NO. 1, PHASE 1A, CASE NO. PRC2012-00001, PRC2012-00007

WHEREAS, the required public street improvements have been constructed at the Midtown at Clear Creek Subdivision Filing No. 1, Phase 1A CASE NO. PRC2012-00001, PRC2-12-00007 in accordance with the approved construction drawings; and,

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

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

WHEREAS, the Adams County Transportation Department recommends Final Acceptance of the public improvements constructed at the Midtown at Clear Creek Subdivision Filing No. 1, Phase 1A; and,

WHEREAS, in accordance with the Adams County Development Standards and Regulations, and the approved subdivision improvements agreement as approved on August 8, 2012, the posted collateral as noted in bond number TM5134295/015037523 Rider for the amount of \$77,242.38 will need to be released as part of this Final Acceptance.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the public improvements constructed at the Midtown at Clear Creek Subdivision Filing No. 1, Phase 1A, be and hereby are accepted and approved in accordance with the provisions of the Adams County Development Standards and Regulations.

STATE OF COLORADO)
COUNTY OF ADAMS)

At a regular meeting of the Board of County Commissioners for Adams County, Colorado, held at the Administration Building in Brighton, Colorado on the 8th day of August, 2012 there were present:

W.R. "Skip" Fischer _____ Chairman
Alice J. Nichol _____ Commissioner
Erik Hansen _____ Commissioner
Jen Wascak _____ County Attorney
Keisha Hirsch, Deputy _____ Clerk of the Board

when the following proceedings, among others were held and done, to-wit:

RESOLUTION APPROVING A SUBDIVISION IMPROVEMENTS AGREEMENT WITH MIDTOWN LLC, CASE NO. PRC2012-00001 AND PRC2012-00007

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WHEREAS, on July 11, 2012, in Case No. PRC2012-00007, Midtown at Clear Creek, the Board of County Commissioners approved a 1) Waiver from the subdivision design standards to allow the use of an 11-foot lane width instead of the required 12-foot lane width for Exterior Roadways (Pecos St.); 2) Waiver from the subdivision design standards to allow the use of patterned and colored concrete for the driving surface at select locations; 3) Waiver from subdivision design standards to allow the use of angled parking within a private roadway; 4) Waiver from subdivision design standards to allow the use of protruding / bump out sidewalks at select intersections and mid-block crossings for Internal Roadways; 5) Vacation of a portion of the W. 68th Ave. right-of-way to the west of the intersection of W. 68th Ave. and Pecos St; and,

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WHEREAS, on July 25, 2012, in Case No. PRC2012-00001, Midtown at Clear Creek, the Board of County Commissioners approved a 1) Amendment to the approved Preliminary Planned Unit Development (PUD-P) / Preliminary Development Plan (PDP); 2) Major Subdivision (Final Plat) to create 156 lots on approximately 26.4 acres of land in the PUD(P) zone district; 3) Final Development Plan (PUD) to allow 156 lots on approximately 26.4 acres in the PUD(P) Zone District; and

WHEREAS, Condition Precedent No. 23 of the Zoning Hearing Decision in Case No. PRC2012-00001 requires an SIA shall be submitted with each Final Plat and final PUD application for each phase; and,

WHEREAS, Condition Precedent No. 33 of the Zoning Hearing Decision in Case No. PRC2012-00001 requires the Subdivision Improvement Agreement (SIA) shall be executed no later than 14 days from the date of approval of the Final Plat and Final Development Plan. No permits shall be issued until the SIA is executed, with the exception of on-site grading activities done at the risk of the developer and as approved by the Director of Public Works; and,

WHEREAS, Midtown LLC now owns the rights to lease and develop certain real property (183 acres, zoned P.U.D. Planned Unit Development) located south of 68th Avenue and on both sides

ADAMS COUNTY COMMISSIONERS
4430 S ADAMS COUNTY PKWY STE C5000A
BRIGHTON, CO 80601-8204
Trans#:0

X

①

of Pecos Street, pursuant to the development granted in Case No. PRC2012-00001 and PRC2012-00007; and,

WHEREAS, the Developer desires to phase development of the Property in seven (7) phases (Phase IA, Phase IB, Water Quality Pond, 68th Avenue Improvements, Pecos Street Improvements, Raritan Drive, and West 67th Avenue) in order to facilitate the overall development of the Property; and,

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; and,

WHEREAS, the Developer has provided collateral by Subdivision Bond No. TM5134293/015037521, TM5134294/015037522, TM5134295/015097523, TM5134296/015037524, TM5134297/015097525, TM5134298/015037526, TM5134299/015037527, TM5134321/01503754, TM5134323/01503755, and TM5134322/015037550 from Liberty Mutual Insurance Company in the amount of \$4,202,052.30; and,

WHEREAS, the Adams County Planning and Development Department recommends approval of the attached Subdivision Improvements Agreement.

Upon motion duly made and seconded the foregoing resolution was adopted by the following vote:

Fischer _____ Aye
Nichol _____ Aye
Hansen _____ Aye
Commissioners

STATE OF COLORADO)
County of Adams)

I, Karen Long, County Clerk and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid do hereby certify that the annexed and foregoing Order is truly copied from the Records of the Proceedings of the Board of County Commissioners for said Adams County, now in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 8th day of August, A.D. 2012.

County Clerk and ex-officio Clerk of the Board of County Commissioners
Karen Long:



By:



Deputy



MIDTOWN AT CLEAR CREEK
Phase I
Case No. PRC2012-00001 &
PRC2012-00007

SUBDIVISION IMPROVEMENTS AGREEMENT

THIS AGREEMENT, is made and entered into by and between the County of Adams, State of Colorado, hereinafter called "County" and Midtown LLC, 188 Inverness Drive West, Suite 150, Englewood, Colorado 80112, hereinafter called "Developer", and collectively referred to hereinafter as the "parties".

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, hereafter referred to as the "Property".

WHEREAS, the Developer desires to phase development of the Property in seven (7) phases (Phase 1A, Phase 1B, Water Quality Pond, 68th Avenue Improvements, Pecos Street Improvements, Raritan Drive, and West 67th Avenue) in order to facilitate the overall development of the Property.

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.

WHEREAS, on (date) the Board of County Commissioners approved Case # PRC2012-00001, Midtown at Clear Creek for the following:

- 1) Amendment to the approved Preliminary Development Plan (PDP);
- 2) Major Subdivision (Final Plat) to create 156 lots on approximately 26.4 acres of land in the PUD zone district;
- 3) Final Development Plan (PUD) to allow 156 lots on approximately 26.4 acres in the PUD Zone District

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

1. **Engineering Services.** Developer shall furnish, at its own expense, all engineering and other services in connection with the design and construction of the improvements described and detailed on Exhibit "B" attached hereto, and by this reference made a part hereof.
2. **Drawings and Estimates.** The Developer shall furnish drawings and cost estimates for all improvements described and detailed on Exhibit "B" for approval by the County. All documents are contingent upon, and subject to modification based on decisions made by the Adams County Board of County Commissioners. Any BoCC decisions that cause changes to the construction documents shall become field changes and shall be the full responsibility of the Developer to properly address and document. 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 County may for good cause, grant extension of time for completion of any part or all of improvements appearing on said Exhibit “B”. Any extension of time shall be in written form only.
5. **Phasing.** It is further agreed to by the parties that the subdivision may be developed into seven (7) phases (Phase 1A, Phase 1B, Water Quality Pond, 68th Avenue Improvements, Pecos Street Improvements, Raritan Drive, and West 67th Avenue) as set forth on Exhibit “C”.
6. **Guarantee of Compliance.** Prior to the issuance of a Construction Permit (Permit for Construction of Facilities in the Public Right-of-Way) for any phase as described in Exhibit “B”, the Developer shall furnish to the County a Performance Guarantee in accordance with Adams County Development Standards and Regulations Section 5-02-05 in the amounts of:

Phase 1A:

Cost Estimate from Exhibit “B”	\$ 617,939.00
Additional 20% for administration	\$ 123,587.80
Additional 5% per year for inflation (1 year)	\$ 30,896.95
Total for Phase 1A	\$ 772,423.75

Phase 1B:

Cost Estimate from Exhibit “B”	\$ 462,196.00
Additional 20% for administration	\$ 92,439.20
Additional 5% per year for inflation (2 years)	\$ 46,219.60
Total for Phase 1B	\$ 600,854.80

Water Quality Pond:

Cost Estimate from Exhibit “B”	\$ 315,035.00
Additional 20% for administration	\$ 63,007.00
Additional 5% per year for inflation (1 year)	\$ 15,751.75
Total for Water Quality Pond	\$ 393,793.75

68th Avenue Improvements:

Cost Estimate from Exhibit “B”	\$ 346,651.00
Additional 20% for administration	\$ 69,330.20
Additional 5% per year for inflation (1 year)	\$ 17,332.55
Total for 68th Avenue Improvements	\$ 433,313.75

Pecos Street Improvements:

Cost Estimate from Exhibit “B”	\$ 1,144,157.00
Additional 20% for administration	\$ 228,831.40
Additional 5% per year for inflation (1 year)	\$ 57,207.85
Total for Pecos Street Improvements	\$ 1,430,196.25

West 67th Avenue:

Cost Estimate from Exhibit “B”	\$ 136,391.00
Additional 20% for administration	\$ 27,278.20
Additional 5% per year for inflation (1 year)	\$ 6,819.55
Total for West 67th Avenue	\$ 170,488.75

Raritan Drive:

Cost Estimate from Exhibit "B"	\$ 320,785.00
Additional 20% for administration	\$ 64,157.00
Additional 5% per year for inflation (1 year)	\$ 16,039.25
Total for Raritan Drive	\$ 400,981.25

Total Performance Guarantee Amount: \$ 4,202,052.30

The Performance Guarantee is required in order to guarantee compliance with this agreement, and shall be releasable only by the County. If an expiration date is required for said Performance Guarantee, it shall not expire less than twelve months after the Construction Completion Date for the corresponding phase as stated herein. Upon completion of said improvements constructed according to the terms of this agreement, the Performance Guarantee shall be released. Completion of said improvements shall be determined solely by the County, and a reasonable part (not to exceed 10%) of the Performance Guarantee may be retained to guarantee maintenance of public improvements for a period of one year from the date of completion.

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, shall become necessary. If, within ten business days of written notice to the Developer from the County requesting such repairs or replacements and subject to force majeure, the Developer shall not have 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. Upon preliminary acceptance of improvements within a phase as described in Exhibit "B", County may begin accepting Building Permit Applications for parcels within the accepted phase. However, the County acknowledges and agrees to a limited exception to this requirement whereby Developer or Developer's designee(s) shall have the right to submit, and the County shall accept, applications relative to not more than six (6) model homes to be situated on the Property, and the County may issue such building permits (subject to compliance, in each case, with all other requirements therefore including but not limited to fire district approval) prior to preliminary acceptance of the improvements required by this Agreement. Certificates of occupancy for these six building permits shall not be issued until the public improvements as described in Exhibit "B" have achieved preliminary acceptance by the County.

Upon preliminary acceptance of local roads that are constructed with bump-out sidewalks at intersections, any damage to the bump-out sections caused by County maintenance activity shall be the sole responsibility of the Developer to repair or replace at its own expense. The County shall not assume responsibility for damage to bump-out curbs generally caused by vehicle impact or vehicles driving over the curbs. Costs associated with repair or replacement of damaged bump-out curbs shall be the sole responsibility of the Developer.

The Metro District shall assume sole maintenance responsibility for the entirety of the outfall culvert, including the portion that traverses Pecos Street.

The Metro District shall assume sole maintenance responsibility for the entirety of the portion of West 67th Avenue between Pecos Street and Raritan Drive as shown on the Final Plat. The maintenance responsibility shall include, but not be limited to, patterned concrete and angled parking.

8. **PDP Amendment Explanation.** Developer and/or its predecessor(s) in interest previously submitted and obtained approvals of the Midtown at Clear Creek Plan Overall Development Plan (March 12, 2007 – Case #PRJ2006-00023) and the approved Preliminary Planned Unit Development – Preliminary Development Plan (PDP) and Preliminary Plat (February 25, 2008 – Case #PRJ2007-00024), which plans address design, engineering and development details regarding the Property. As a result of the general downturn in the economy, Developer and/or its predecessor(s) in interest delayed implementation of said plans.

Due to the changes in real estate conditions since the original 2008 approvals, and as a result of a dramatically altered lending market, Developer believes it is necessary to re-evaluate the approved PDP for real estate marketability and re-structure plans for long range implementation and construction in the evolving economic climate. Developer intends to amend the approved PDP in order to create a more viable PDP document that can achieve full build-out as a successful new community in the County. The Phase 1 Final Plat and Final Development Plan as well as subsequent Final Plat and Final Development Plans will be consistent with this amended PDP.

9. **Public Land Dedication (PLD) Fees**

The estimated PLD fee for the entire Midtown development is \$1,908,351. The exact PLD obligations will be calculated when a final plat application for each phase is submitted. The PLD fee for Phase 1 is \$279,763.57. The Developer shall submit bonds for these fees as collateral. This is based on the current understanding between the Developer and Hyland Hills Parks and Recreation District to ultimately dedicate land to the District and pay for park construction costs. Additionally, the bond for the schools portion of the PLD fee is submitted in light of the current understanding between the Developer and Mapleton School District to dedicate five acres of land or construct an early childhood learning center within the development. These negotiations are ongoing and are not yet finalized as of the time of Phase 1. The bonds will have an expiration date of four or five years, as specified below, from the date of approval of this SIA. If the PLD obligations have not been fulfilled at the end of year three or year four, as specified below, the County shall cash the bonds and no future credits or refunds of these fees will be available.

School and Park Update.

9. (a) **School.** Per the approved PDP, Developer has committed to dedicate five (5) acres to Adams County to be dedicated to Mapleton School District (the “School District”), and Developer has otherwise agreed to deliver a cash in lieu payment to satisfy Developer’s remaining dedication requirement (in an amount equivalent to attributed value for approximately two (2) acres within the amended PDP Property). The amended PDP will still obligate Developer to dedicate the same five (5) acre parcel located on the southeastern portion of parcel 1. However, Developer is in ongoing negotiations with the School District in connection with a proposal to meet the School District’s needs for an early learning center located in the Midtown subdivision. Accordingly, Developer has proposed the dedication of a parcel of property in the mixed-use area of the Midtown subdivision to the School District, upon which Developer would construct an early learning center, in exchange for which the aforementioned five (5) acre school site in parcel 1 would be released back to Developer for residential use. In either event, the outcome will result in an offset against the cash in-lieu owed to the School District and escrowed by the County equal to the land so dedicated (and, in the case of an early learning center, that portion of construction costs to be borne by Developer), such that Developer will seek a release of funds from any such escrow as of the time of determination. Developer shall provide a surety bond to the County in the amount of \$89,864.15 in order to satisfy the Schools portion of the PLD requirements for phase 1. This bond shall expire four (4) years from the date of this agreement. After the completion of the third year of the life of the bond, the County may proceed with actions to cash the bond if the Developer has not yet fulfilled the PLD requirements by dedicating either the five (5) acre site within phase 9 or by dedicating land and providing construction costs for an early learning center within phase 8. If cashed, the money from this bond shall be held in an

account by the County subject to the requirements of Section 05-05 of the Adams County Development Standards and Regulations.

9. (b) **Parks.** Arcadis and Brownfield Partners have been engaged for environmental cleanup efforts on the former facility parcel, which are ongoing. Upon the completion of the cleanup, Developer proposes to construct a 43 acre park within phase 4 of the amended Midtown PDP. The park will be fully designed and developed by the Clear Creek Station Metropolitan District No. 1 (“CCSMD”) in coordination with the Hyland Hills Recreation District. CCSMD and the Hyland Hills Recreation District are of the understanding that the park will be developed by CCSMD and turned over to Hyland Hills upon completion for operations and maintenance. If Hyland Hills chooses not to engage in an agreement with the CCSMD to take over maintenance and operations, then CCSMD will maintain the park. In light of Developer’s proposal to dedicate a 2 acre neighborhood park within the Property, and a 43 acre park to Hyland Hills, Developer shall provide surety bonds in favor of the County until the parks are constructed. Such bonds and the ultimate construction of the parks would offset any Neighborhood Park PLD cash in-lieu fees for earlier phases. If any Neighborhood Park PLD fees for each phase are not covered by the park acreage to be dedicated, then Cash In-Lieu for the difference will be paid to the County at the time of submittal of a final plat application for that phase.

Developer shall provide a surety bond to the County in the amount of \$115,090.56 in order to satisfy the Neighborhood Parks portion of the Public Land Dedication requirements for phase 1. This bond shall expire five (5) years from the date of this agreement. After the completion of the fourth year of the life of the bond, the County may proceed with actions to cash the bond if the Developer has not yet fulfilled the Neighborhood Parks PLD requirements for phase 1 by dedicating neighborhood parks land in future phases. If cashed, the money from this bond shall be held in an account by the County subject to the requirements of Section 05-05 of the Adams County Development Standards and Regulations.

The planned 43 acre park within phase 4 of the Amended Midtown PDP shall be credited toward the Developer’s Neighborhood Park PLD requirements. The County has not yet determined whether any credit will be given toward Regional Park PLD requirements. As such, the developer shall pay \$74,808.86 cash-in-lieu to fulfill the Regional Park PLD requirement for phase 1.

10. **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.
11. **Metropolitan Districts.** Notwithstanding any provision hereof to the contrary and in furtherance of Section 10, Developer shall have the right to assign certain of its obligations and responsibilities hereunder to CCSMD or another special or metropolitan district created for the purpose of constructing, operating and/or maintaining public and private improvements. The County acknowledges that in 2007 the County approved a consolidated Service Plan for CCSMD together with the Clear Creek Station Metropolitan District Nos. 2 and 3 (collectively, the “Districts”), and that it is specifically contemplated that one or more of the Districts may undertake and complete financing, development and construction of any or all of the Improvements defined under Section 14 or as described elsewhere in this Agreement, subject to a maximum mill levy of fifty (50) mills in connection therewith, as adjusted per Section VII(C) of the Service Plan. Notice of any such assignment shall be given to the County at least 30 days prior to such assignment in accordance with Section 13 hereof. Said notice shall contain the effective date of such assignment.
12. **Special Provisions.** This Agreement shall constitute the entire Agreement between the parties. No subsequent amendment hereto shall be valid unless made in writing and executed by the parties hereto provided.

13. **Notice.** Any notice which may be given under the terms of this Agreement shall be made in writing, and shall be deemed made upon personal service or upon mailing by United States Mail, postage prepaid, to the other party, and unless amended by written notice, to the following:

DEVELOPER

Midtown LLC
188 Inverness Drive West, Suite 150
Englewood, Colorado 80112
Attn: Dan Romero
(303) 706-9451

ADAMS COUNTY

Planning and Development
4430 S. Adams County Parkway
Brighton, CO 80601-8218
Attn: Kristin Sullivan
(720) 523-6800

Public Works

4430 S. Adams County Parkway
Brighton, CO 80601-8218
Attn: Laurie Clark
(720) 523-6875

14. **Improvements.** The undersigned Developer hereby agrees to provide the following public improvements.


Public Improvements shall include all roadway improvements (curb & gutter, sidewalk, pavement, storm sewer, street lights, signage and grading) for Pecos Street, 68th Avenue, West 67th Avenue, Larsh Drive, Avrum Drive, Alan Drive, Raritan Drive and 68th Street in accordance with the approved Construction Plans prepared by the Developer. The Public Improvements are listed in Exhibit "D".

Drainage facilities include curb & gutter, inlets, swales, storm sewer pipes, manholes, distilling basin, outlet structure, weirs, drop structures and water quality pond in accordance with the approved Construction Plans prepared by the Developer. The Public Improvements are listed in Exhibit "D".

Location of improvements is shown on Exhibit "C". Phasing of improvements are listed on Exhibit "B".

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".

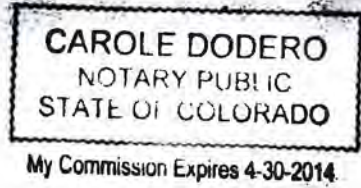
Midtown LLC.

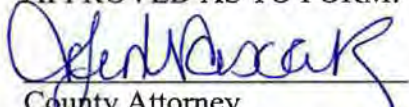
By: 
Dan Romero, Vice President of Operations

The foregoing instrument was acknowledged before me this 7th day of August,
2012, by DAN ROMERO, VICE PRESIDENT OF OPERATIONS.

My commission expires: _____

Address: 188 INVERNESS DR W #150 Carole Dodero
ENGLEWOOD CO 80112 Notary Public



APPROVED AS TO FORM:

County Attorney

APPROVED BY resolution at the meeting of August 8, 2012.

Collateral to guarantee compliance with this agreement and construction of public improvements shall be required in the amount of:

\$ 4,202,052.30

No Construction Permits shall be issued until said collateral is furnished in the amount required and in a form acceptable to the Board of County Commissioners.

BOARD OF COUNTY COMMISSIONERS
ATTEST:

Clerk of the Board




ADAMS COUNTY, COLORADO

Chairman

EXHIBIT A

Legal Description: MIDTOWN AT CLEAR CREEK SUBDIVISION – Phase 1

A PORTION OF THE SOUTH HALF OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 4, AS MONUMENTED BY A 3 1/4" ALUMINUM CAP IN RANGEBOX, STAMPED PLS 7735, WHENCE THE CENTER QUARTER CORNER OF SAID SECTION 4, AS MONUMENTED BY A 3 1/4" ALUMINUM CAP IN RANGEBOX, STAMPED PLS 28664, BEARS S 89°43'26" E, A DISTANCE OF 2664.23 FEET FORMING THE BASIS OF BEARINGS USED IN THIS DESCRIPTION; THENCE ALONG THE NORTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 4, S 89°43'26" E, A DISTANCE OF 1123.27 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG THE NORTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 4, ALSO BEING THE SOUTHERLY RIGHT OF WAY LINE OF WEST 68TH AVENUE, S 89°43'26" E, A DISTANCE OF 524.17 FEET TO THE WESTERLY LINE OF THAT PARCEL OF LAND DESCRIBED IN BOOK 3668 AT PAGE 35 OF THE ADAMS COUNTY RECORDS;

THENCE ALONG SAID WESTERLY LINE SOUTH 00°16'34" WEST, A DISTANCE OF 26.00 FEET;

THENCE DEPARTING SAID WESTERLY LINE, SOUTH 89°43'26" EAST, AS DISTANCE OF 264.26 FEET;

THENCE SOUTH 89°43'26" EAST, A DISTANCE OF 428.01 FEET;

THENCE SOUTH 88°02'02" EAST, A DISTANCE OF 237.80 FEET;

THENCE SOUTH 44°51'35" EAST, A DISTANCE OF 52.43 FEET TO THE WESTERLY LINE OF THAT PARCEL OF LAND DESCRIBED IN BOOK 3668 AT PAGE 35 OF THE ADAMS COUNTY RECORDS SAID POINT ALSO BEING THE WESTERLY RIGHT-OF-WAY LINE OF NORTH PECOS STREET;

THENCE ALONG SAID WESTERLY LINE, SOUTH 00°00'15" WEST, A DISTANCE OF 1113.41 FEET TO THAT PARCEL OF LAND DESCRIBED IN BOOK 3570 AT PAGE 311 OF THE ADAMS COUNTY RECORDS;

THENCE DEPARTING SAID WESTERLY LINE ALONG SAID BOUNDARY THE FOLLOWING TWO (2) COURSES:

1) NORTH 89°55'26" WEST, A DISTANCE OF 10.00 FEET;

2) SOUTH 00°00'15" WEST, A DISTANCE OF 141.61 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER, SOUTHWEST QUARTER OF SAID SECTION 4;

THENCE ALONG SAID SOUTH LINE, NORTH 89°55'26" WEST, A DISTANCE OF 3.00 FEET; THENCE DEPARTING SAID SOUTH LINE, NORTH 00°00'15" EAST, A DISTANCE OF 53.67 FEET;

THENCE NORTH 90°00'00" WEST, A DISTANCE OF 32.00 FEET;

THENCE NORTH 00°00'15" EAST, A DISTANCE OF 20.00 FEET;

THENCE SOUTH 90°00'00" EAST, A DISTANCE OF 32.00 FEET;

THENCE NORTH 00°00'15" EAST, A DISTANCE OF 278.74 FEET;

THENCE NORTH 89°43'26" WEST, A DISTANCE OF 342.18 FEET;

THENCE SOUTH 00°16'34" WEST, A DISTANCE OF 50.00 FEET;

THENCE NORTH 89°43'26" WEST, A DISTANCE OF 57.00 FEET;

THENCE NORTH 00°16'34" EAST, A DISTANCE OF 50.00 FEET;
THENCE NORTH 89°43'26" WEST, A DISTANCE OF 208.00 FEET;
THENCE SOUTH 00°16'34" WEST, A DISTANCE OF 14.01 FEET;
THENCE NORTH 89°43'54" WEST, A DISTANCE OF 57.00 FEET;
THENCE NORTH 00°16'34" EAST, A DISTANCE OF 14.01 FEET;
THENCE NORTH 89°43'26" WEST, A DISTANCE OF 208.00 FEET;
THENCE SOUTH 00°16'34" WEST, A DISTANCE OF 13.55 FEET;
THENCE NORTH 89°43'47" WEST, A DISTANCE OF 57.00 FEET;
THENCE NORTH 00°16'34" EAST, A DISTANCE OF 13.56 FEET;
THENCE NORTH 89°43'26" WEST, A DISTANCE OF 208.00 FEET;
THENCE SOUTH 00°16'34" WEST, A DISTANCE OF 47.50 FEET;
THENCE NORTH 89°43'26" WEST, A DISTANCE OF 57.00 FEET;
THENCE NORTH 00°16'34" EAST, A DISTANCE OF 352.50 FEET;
THENCE NORTH 89°43'26" WEST, A DISTANCE OF 26.50 FEET;
THENCE NORTH 00°16'34" EAST, A DISTANCE OF 30.00 FEET;
THENCE SOUTH 89°43'26" EAST, A DISTANCE OF 26.50 FEET;
THENCE NORTH 00°16'34" EAST, A DISTANCE OF 105.00 FEET;
THENCE NORTH 89°43'26" WEST, A DISTANCE OF 106.79 FEET;
THENCE NORTH 44°43'26" WEST, A DISTANCE OF 13.73 FEET;
THENCE NORTH 00°16'34" EAST, A DISTANCE OF 471.94 FEET;
THENCE NORTH 89°43'26" WEST, A DISTANCE OF 40.85 FEET;
THENCE SOUTH 54°47'32" WEST, A DISTANCE OF 17.66 FEET;
THENCE NORTH 89°43'26" WEST, A DISTANCE OF 31.96 FEET;
THENCE NORTH 00°16'34" EAST, A DISTANCE OF 10.25 FEET;
THENCE NORTH 89°43'26" WEST, A DISTANCE OF 84.71 FEET;
THENCE NORTH 00°16'34" EAST, A DISTANCE OF 35.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A CALCULATED AREA OF 1,210,563 SQUARE FEET OR 27.791 ACRES, MORE OR LESS.

TOGETHER WITH:

PARCEL 2:

THE NORTH 315.55 FEET OF PLOTS 21 AND 22, NORTH BROADWAY GARDENS, EXCEPT THE WEST 20 FEET THEREOF CONVEYED TO ADAMS COUNTY BY DEED RECORDED NOVEMBER 28, 1988 IN BOOK 3513 AT PAGE 50, COUNTY OF ADAMS, STATE OF COLORADO.

CONTAINING A CALCULATED AREA OF 196,225 SQUARE FEET OR 4.505 ACRES, MORE OR LESS.

THE ABOVE DESCRIBED TWO PARCELS CONTAIN A TOTAL CALCULATED AREA OF 1,406,788 SQUARE FEET OR 32.295 ACRES, MORE OR LESS.

EXHIBIT B

Public Improvements: MIDTOWN AT CLEAR CREEK SUBDIVISION – Phase 1

Construction Completion Date for Phase 1A: June 30, 2013

Construction Completion Date for Phase 1B: December 31, 2014

Construction Completion Date for Water Quality Pond: June 30, 2013

Construction Completion Date for West 67th Avenue: June 30, 2013

Construction Completion Date for Raritan Drive: June 30, 2013

Construction Completion Date for 68th Avenue Improvements: June 30, 2013

Construction Completion Date for Pecos Street Improvements: June 30, 2013

Initials of Developer: _____

Public Improvements: Phase 1A

<u>Description</u>	<u>Est. Quantity</u>		<u>Est. Unit Cost</u>	<u>Est. Cost</u>
GRADING				
CLEARING/GRUBBING	20.6	AC	300.00	\$6,180
STRIPPINGS (Strip Topsoil)	13,848	CY	1.25	\$17,310
MASS EXCAVATION (Cut to Fill)	39,700	CY	1.40	\$55,580
FINE GRADING	23,830	SF	0.09	\$2,145
Grading Subtotal				\$105,552
STORM DRAINAGE				
18" RCP (0-8' DEPTH)	37	LF	35.00	\$1,295
24" RCP (0-8' DEPTH)	35	LF	40.00	\$1,400
30" RCP (0-8' DEPTH)	567	LF	47.00	\$26,649
42" RCP (0-8' DEPTH)	79	LF	85.00	\$6,715
54" RCP (0-8' DEPTH)	995	LF	110.00	\$109,450
54" FLARED END SECTION	1	EA	1,750.00	\$1,750
4' DIA. MANHOLE	1	EA	1,850.00	\$1,850
6' DIA. MANHOLE	1	EA	3,250.00	\$3,250
8' DIA. MANHOLE	4	EA	6,000.00	\$24,000
5' TYPE 'R' INLET	1	EA	3,250.00	\$3,250
10' TYPE 'R' INLET	3	EA	4,500.00	\$13,500
TYPE 'C' INLET	1	EA	3,000.00	\$3,000
TEMPORARY RIPRAP	150	SY	40.00	\$6,000
TEMPORARY RIPRAP DROPS	3	EA	5,000.00	\$15,000
TEMPORARY DRAINAGE CHANNELS	1,551	LF	10.00	\$15,510
Storm Drainage Subtotal				\$232,619
STREETS - LOCAL				
CONCRETE				
6" VERTICAL CURB & GUTTER (2' PAN)	3,903	LF	10.50	\$40,982
13' WIDE CONCRETE ALLEY	1,554	LF	27.95	\$43,434
ALLEY CURB CUT / APPROACH	7	EA	1,350.00	\$9,450
5' WALK (4" THICKNESS)	2,548	LF	13.75	\$35,035
SUBGRADE PREP CONC.	8,005	LF	1.25	\$10,006
HANDICAP RAMPS (15' RADIUS)	8	EA	1,750.00	\$14,000
MID-BLOCK HANDICAP RAMPS	1	EA	650.00	\$650
CROSS PANS	2	EA	3,000.00	\$6,000
PAVING				
8" FULL DEPTH ASPHALT	4,760	SY	18.50	\$88,060
SUBGRADE PREP ASPHALT	5,835	SY	3.75	\$21,881
ADJ MH TO GRADE	6	EA	300.00	\$1,800
ADJ VALVES TO GRADE	6	EA	100.00	\$600
SWEEP STREETS	5,910	SY	0.20	\$1,182
SIGNAGE				
BARRIERS/CONTR SIGNS	3	EA	500.00	\$1,500
STREET SIGNS	17	EA	625.00	\$10,625
Street Subtotal				\$285,205
RETAINING WALLS				
RETAINING WALL (Dry Stack Stone)	140	SF	35.00	\$4,900
Retaining Wall Subtotal				\$4,900
DRY UTILITIES				
STREET LIGHTS 7000L	4	EA	3,500.00	\$24,000
Dry Utilities Subtotal				\$24,500
Planning Area 1A Total				\$617,939

Public Improvements: Phase 1B

<u>Description</u>	<u>Est. Quantity</u>		<u>Est. Unit Cost</u>	<u>Est. Cost</u>
GRADING				
CLEARING/GRUBBING	9.8	AC	300.00	\$2,940
STRIPPINGS (Strip Topsoil)	6,588	CY	1.25	\$8,235
FINE GRADING	3,284	SF	0.09	\$296
Grading Subtotal				\$11,470
STORM DRAINAGE				
18" RCP (0-8' DEPTH)	36	LF	35.00	\$1,260
24" RCP (0-8' DEPTH)	66	LF	40.00	\$2,640
5' DIA. MANHOLE	1	EA	2,500.00	\$2,500
5' TYPE 'R' INLET	1	EA	3,250.00	\$3,250
10' TYPE 'R' INLET	1	EA	4,500.00	\$4,500
Storm Drainage Subtotal				\$14,150
STREETS - LOCAL				
CONCRETE				
6" VERTICAL CURB & GUTTER (2' PAN)	4,451	LF	10.50	\$46,736
13' WIDE CONCRETE ALLEY	2,386	LF	27.95	\$66,689
ALLEY CURB CUT / APPROACH	11	EA	1,350.00	\$14,850
5' WALK (4" THICKNESS)	3,800	LF	13.75	\$52,250
SUBGRADE PREP CONC.	10,637	LF	1.25	\$13,296
HANDICAP RAMPS (15' RADIUS)	10	EA	1,750.00	\$17,500
MID-BLOCK HANDICAP RAMPS	5	EA	650.00	\$3,250
CROSS PANS	2	EA	3,000.00	\$6,000
PAVING				
8" FULL DEPTH ASPHALT	7,705	SY	18.50	\$142,543
ENHANCED PAVING	388	SF	11.05	\$4,287
SUBGRADE PREP ASPHALT	8,785	SY	3.75	\$32,944
SWEEP STREETS	15,410	SY	0.20	\$3,082
SIGNAGE				
BARRIERS/CONTR SIGNS	2	EA	500.00	\$1,000
STREET SIGNS	10	EA	625.00	\$6,250
Street Subtotal				\$410,676
RETAINING WALLS				
RETAINING WALL (Dry Stack Stone)	140	SF	35.00	\$4,900
Retaining Wall Subtotal				\$4,900
DRY UTILITIES				
STREET LIGHTS 7000L	6	EA	3,500.00	\$21,000
Dry Utilities Subtotal				\$21,000
Planning Area 1B Total				\$462,196

Public Improvements: Pecos Street

<u>Description</u>	<u>Est. Quantity</u>		<u>Est. Unit Cost</u>	<u>Est. Cost</u>
GRADING				
CLEARING/GRUBBING	1.2	AC	300.00	\$360
STRIPPINGS (Strip Topsoil)	807	CY	1.25	\$1,008
MASS EXCAVATION (Cut to Fill)	1,500	CY	1.40	\$2,100
FINE GRADING	37,960	SF	0.09	\$3,416
Grading Subtotal				\$6,885
STORM DRAINAGE				
24" RCP (0-8' DEPTH)	15	LF	40.00	\$600
60" RCP (0-8' DEPTH)	35	LF	150.00	\$5,250
3'x6' CBC	335	LF	325.00	\$108,875
BOX BASE MANHOLE	1	EA	9,000.00	\$9,000
CORE MANHOLE FOR 3'x6' CBC	2	EA	6,000.00	\$12,000
TYPE '13' SINGLE COMBINATION INLET	1	EA	5,000.00	\$5,000
TYPE '13' TRIPLE COMBINATION INLET	1	EA	15,000.00	\$15,000
Storm Drainage Subtotal				\$155,725
STREETS - LOCAL				
CONCRETE				
6" VERTICAL CURB & GUTTER (2' PAN)	3,161	LF	10.50	\$33,191
6" VERTICAL CURB & GUTTER (1' PAN)	2,951	LF	10.00	\$29,510
8' WALK (4" THICKNESS)	3,190	LF	22.00	\$70,180
SUBGRADE PREP CONC.	9,302	LF	1.25	\$11,628
HANDICAP RAMPS (30' RADIUS)	4	EA	2,500.00	\$10,000
PAVING				
2" ASPHALT MILL & OVERLAY	11,310	SY	10.00	\$113,100
10" FULL DEPTH ASPHALT	3,765	SY	23.00	\$86,595
ENHANCED PAVING	734	SF	11.05	\$8,111
MONUMENTS	2	EA	8,500.00	\$17,000
SPLASH CURB	1,121	LF	25.50	\$28,586
LOW SIGN WALLS	154	FF	34.00	\$5,236
SUBGRADE PREP ASPHALT	4,890	SY	3.75	\$18,338
ADJ. MH TO GRADE	16	EA	150.00	\$2,400
ADJ. VALVES TO GRADE	10	EA	50.00	\$500
SWEEP STREETS	30,150	SY	0.20	\$6,030
SIGNAGE				
BARRIERS/CONTR SIGNS	1	EA	25,000.00	\$25,000
STRIPING	1	LS	15,000.00	\$15,000
TRAFFIC SIGNALS (68th AVE. & MAIN ST.)	2	EA	200,000.00	\$400,000
STREET SIGNS	15	EA	625.00	\$9,375
Street Subtotal				\$889,778
DEMOLITION				
SAW CUT ASPHALT	6,560	LF	3.50	\$22,960
REMOVE AND DISPOSE CURB & GUTTER	2,880	LF	4.00	\$11,520
REMOVE AND DISPOSE PAVEMENT	1,665	SY	10.00	\$16,650
REMOVE AND DISPOSE TYPE '13' SINGLE INLET	1	EA	1,500.00	\$1,500
REMOVE AND DISPOSE TYPE '13' TRIPLE INLET	1	EA	2,500.00	\$2,500
REMOVE AND DISPOSE SIDEWALK	2,880	LF	3.00	\$8,640
Demolition Subtotal				\$63,770
DRY UTILITIES				
STREET LIGHTS 7000L	8	EA	3,500.00	\$28,000
Dry Utilities Subtotal				\$28,000
Pecos Street Total				\$1,144,157

Public Improvements: 68th Avenue

<u>Description</u>	<u>Est. Quantity</u>		<u>Est. Unit Cost</u>	<u>Est. Cost</u>
GRADING				
CLEARING/GRUBBING	1.5	AC	300.00	\$450
STRIPPINGS (Strip Topsoil)	1,008	CY	1.25	\$1,260
MASS EXCAVATION (Cut to Fill)	2,000	CY	1.40	\$2,800
FINE GRADING	22,070	SF	0.09	\$1,986
Grading Subtotal				\$6,497
STORM DRAINAGE				
54" RCP (0-8' DEPTH)	225	LF	110.00	\$24,750
54" FLARED END SECTION	1	EA	1,750.00	\$1,750
8' DIA. MANHOLE	3	EA	6,000.00	\$18,000
TYPE '13' QUAD COMBINATION INLET	1	EA	20,000.00	\$20,000
TYPE '13' TRIPLE COMBINATION INLET	1	EA	15,000.00	\$15,000
TEMPORARY RIPRAP	105	SY	40.00	\$4,200
TEMPORARY DRAINAGE CHANNELS	1,100	LF	10.00	\$11,000
Storm Drainage Subtotal				\$94,700
STREETS - LOCAL				
CONCRETE				
6" VERTICAL CURB & GUTTER (2' PAN)	1,115	LF	10.50	\$11,708
5' WALK (4" THICKNESS)	1,165	LF	13.75	\$16,019
SUBGRADE PREP CONC.	2,280	LF	1.25	\$2,850
HANDICAP RAMPS (25' RADIUS)	4	EA	2,250.00	\$9,000
PAVING				
10" FULL DEPTH ASPHALT	1,300	SY	23.00	\$29,900
2" ASPHALT MILL & OVERLAY	6,145	SY	10.00	\$61,450
SUBGRADE PREP ASPHALT	2,150	SY	3.75	\$8,063
ADJ. MH TO GRADE	9	EA	150.00	\$1,350
ADJ. VALVES TO GRADE	7	EA	50.00	\$350
SWEEP STREETS	2,600	SY	0.20	\$520
SIGNAGE				
BARRIERS/CONTR SIGNS	1	EA	15,000.00	\$15,000
STRIPING	1	LS	7,500.00	\$7,500
LOW SIGN WALLS	526	FF	34.00	\$17,884
STREET SIGNS	10	EA	625.00	\$6,250
Street Subtotal				\$187,843
DEMOLITION				
SAW CUT ASPHALT	1,450	LF	3.50	\$5,075
REMOVE AND DISPOSE CURB & GUTTER	1,278	LF	4.00	\$5,112
REMOVE AND DISPOSE PAVEMENT	3,140	SY	10.00	\$31,400
REMOVE AND DISPOSE 36" RCP	135	LF	15.00	\$2,025
Demolition Subtotal				\$43,612
DRY UTILITIES				
STREET LIGHTS 7000L	4	EA	3,500.00	\$14,000
Dry Utilities Subtotal				\$14,000
68th Avenue Total				\$346,651

Public Improvements: West 67th Ave.

<u>Description</u>	<u>Est. Quantity</u>		<u>Est. Unit Cost</u>	<u>Est. Cost</u>
GRADING				
CLEARING/GRUBBING	1.0	AC	300.00	\$300
STRIPPINGS (Strip Topsoil)	672	CY	1.25	\$840
MASS EXCAVATION (Cut to Fill)	3,500	CY	1.40	\$4,900
FINE GRADING	4,937	SF	0.09	\$444
Grading Subtotal				\$6,485
STORM DRAINAGE				
18" RCP (0-8' DEPTH)	425	LF	35.00	\$14,875
4' DIA. MANHOLE	2	EA	1,850.00	\$3,700
5' TYPE 'R' INLET	2	EA	3,250.00	\$6,500
TYPE '13' SINGLE COMBINATION INLET	1	EA	3,500.00	\$3,500
Storm Drainage Subtotal				\$28,575
STREETS - LOCAL				
CONCRETE				
6" VERTICAL CURB & GUTTER (2' PAN)	862	LF	10.50	\$9,051
6" VERTICAL CURB & GUTTER (1' PAN)	680	LF	10.00	\$6,800
5' WALK (4" THICKNESS)	696	LF	13.75	\$9,570
SUBGRADE PREP CONC.	2,238	LF	1.25	\$2,798
HANDICAP RAMPS (15' RADIUS)	2	EA	1,750.00	\$3,500
PAVING				
8" FULL DEPTH ASPHALT	1,875	SY	18.50	\$34,688
ENHANCED PAVING	344	SF	11.05	\$3,801
SUBGRADE PREP ASPHALT	2,320	SY	3.75	\$8,700
ADJ. MH TO GRADE	2	EA	300.00	\$600
ADJ. VALVES TO GRADE	2	EA	100.00	\$200
SWEEP STREETS	3,750	SY	0.20	\$750
SIGNAGE				
STREET SIGNS	8	EA	625.00	\$5,000
Street Subtotal				\$85,457
RETAINING WALLS				
LOW WALLS	261	SF	34.00	\$8,874
Retaining Wall Subtotal				\$8,874
DRY UTILITIES				
STREET LIGHTS 7000L	2	EA	3,500.00	\$7,000
Dry Utilities Subtotal				\$7,000
West 67th Avenue Total				\$136,391

Public Improvements: Raritan Drive

<u>Description</u>	<u>Est. Quantity</u>		<u>Est. Unit Cost</u>	<u>Est. Cost</u>
GRADING				
CLEARING/GRUBBING	4.4	AC	300.00	\$1,320
STRIPPINGS (Strip Topsoil)	2,958	CY	1.25	\$3,697
MASS EXCAVATION (Cut to Fill)	7,500	CY	1.40	\$10,500
FINE GRADING	5,200	SF	0.09	\$468
Grading Subtotal				\$15,985
STORM DRAINAGE				
18" RCP (0-8' DEPTH)	72	LF	35.00	\$2,520
24" RCP (0-8' DEPTH)	83	LF	40.00	\$3,320
30" RCP (0-8' DEPTH)	33	LF	47.00	\$1,551
42" RCP (0-8' DEPTH)	536	LF	85.00	\$45,560
48" RCP (0-8' DEPTH)	221	LF	100.00	\$22,100
48" FLARED END SECTION	1	EA	1,500.00	\$1,500
6' DIA. MANHOLE	6	EA	3,250.00	\$19,500
5' TYPE 'R' INLET	4	EA	3,250.00	\$13,000
Storm Drainage Subtotal				\$109,051
STREETS - LOCAL				
CONCRETE				
6" VERTICAL CURB & GUTTER (2' PAN)	1,814	LF	10.50	\$19,047
13' WIDE CONCRETE ALLEY	537	LF	27.95	\$15,009
20' WIDE CONCRETE ALLEY	345	LF	37.75	\$13,024
ALLEY CURB CUT / APPROACH	4	EA	1,350.00	\$5,400
5' WALK (4" THICKNESS)	1,670	LF	13.75	\$22,963
SUBGRADE PREP CONC.	4,370	LF	1.25	\$5,463
HANDICAP RAMPS (15' RADIUS)	2	EA	1,750.00	\$3,500
PAVING				
8" FULL DEPTH ASPHALT	3,610	SY	18.50	\$66,785
ENHANCED PAVING	319	SF	11.05	\$3,525
SUBGRADE PREP ASPHALT	3,710	SY	3.75	\$13,913
ADJ MH TO GRADE	9	EA	300.00	\$2,700
ADJ VALVES TO GRADE	7	EA	100.00	\$700
SWEEP STREETS	3,610	SY	0.20	\$722
SIGNAGE				
BARRIERS/CONTR SIGNS	1	EA	500.00	\$500
STREET SIGNS	5	EA	625.00	\$3,125
Street Subtotal				\$176,374
RETAINING WALLS				
RETAINING WALL (Dry Stack Stone)	261	SF	35.00	\$8,874
Retaining Wall Subtotal				\$8,874
DRY UTILITIES				
STREET LIGHTS 7000L	3	EA	3,500.00	\$10,500
Dry Utilities Subtotal				\$10,500
Raritan Drive Total				\$320,785

Public Improvements: Water Quality Pond

<u>Description</u>	<u>Est. Quantity</u>		<u>Est. Unit Cost</u>	<u>Est. Cost</u>
GRADING				
CLEARING/GRUBBING	3.5	AC	300.00	\$1,050
STRIPPINGS (Strip Topsoil)	2,353	CY	1.25	\$2,941
MASS EXCAVATION (Cut to Fill)	32,690	CY	1.40	\$45,766
FINE GRADING	119,252	SF	0.09	\$10,733
Grading Subtotal				\$60,490
STORM DRAINAGE				
54" RCP (0-8' DEPTH)	112	LF	110.00	\$12,320
54" FLARED END SECTION	1	EA	1,750.00	\$1,750
POND RIPRAP SPILLWAY	650	SY	55.00	\$35,750
BURIED RIPRAP TRICKLE CHANNEL/WEIR	45	SY	45.00	\$2,025
RIPRAP	100	SY	40.00	\$4,000
USBR TYPE VI IMPACT STILLING BASIN	1	EA	45,000.00	\$45,000
FOREBAY	1	EA	7,500.00	\$7,500
POND OUTLET STRUCTURE	1	EA	35,000.00	\$35,000
Storm Drainage Subtotal				\$143,345
ACCESS ROAD				
10' WIDE ACCESS ROAD	800	LF	20.00	\$16,000
Street Subtotal				\$16,000
RETAINING WALLS				
RETAINING WALL (Dry Stack Stone)	2,720	FF	35.00	\$95,200
Retaining Wall Subtotal				\$95,200
Pond Total				\$315,035

EXHIBIT C
Phasing Map

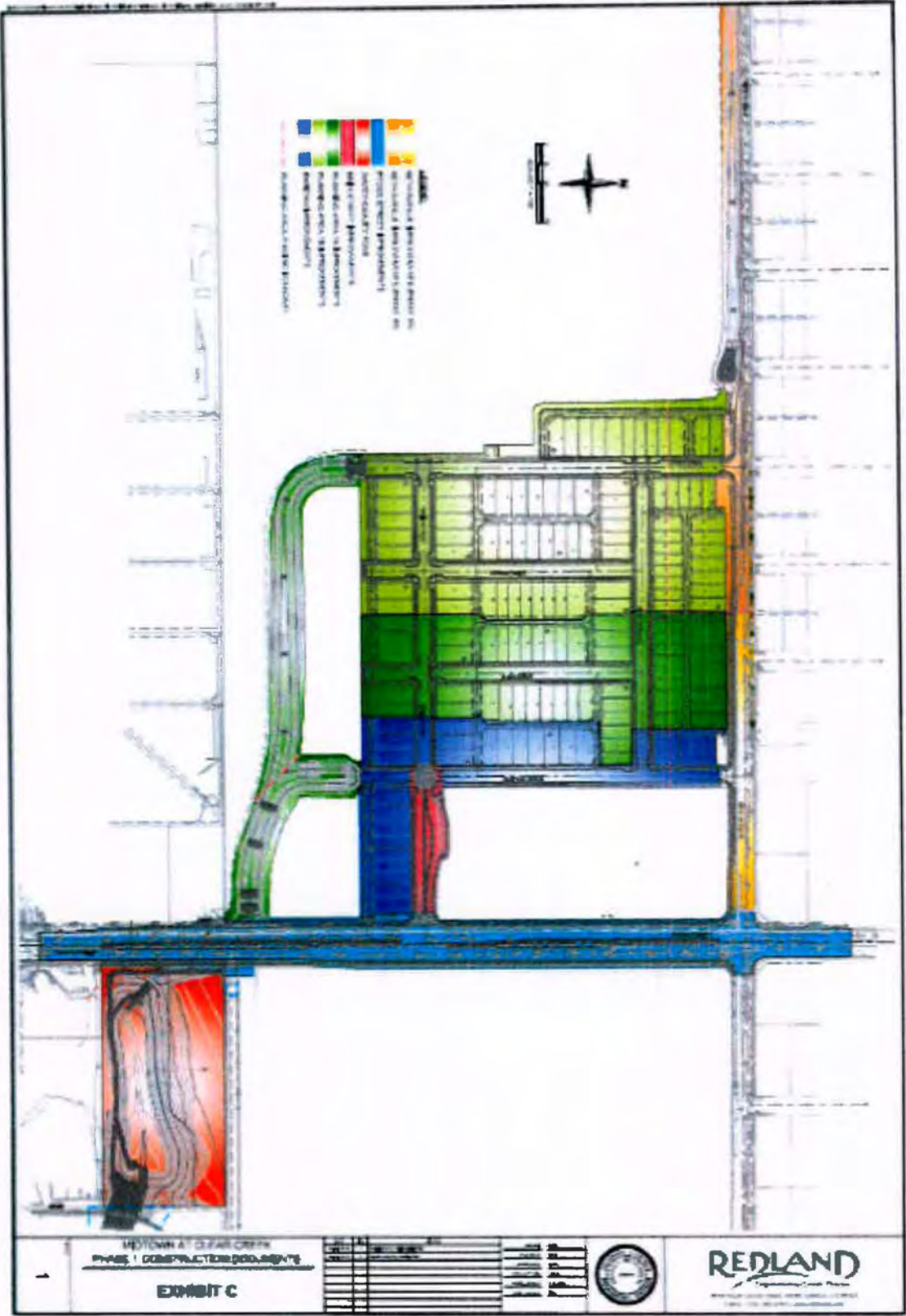


EXHIBIT D
Public Private Map

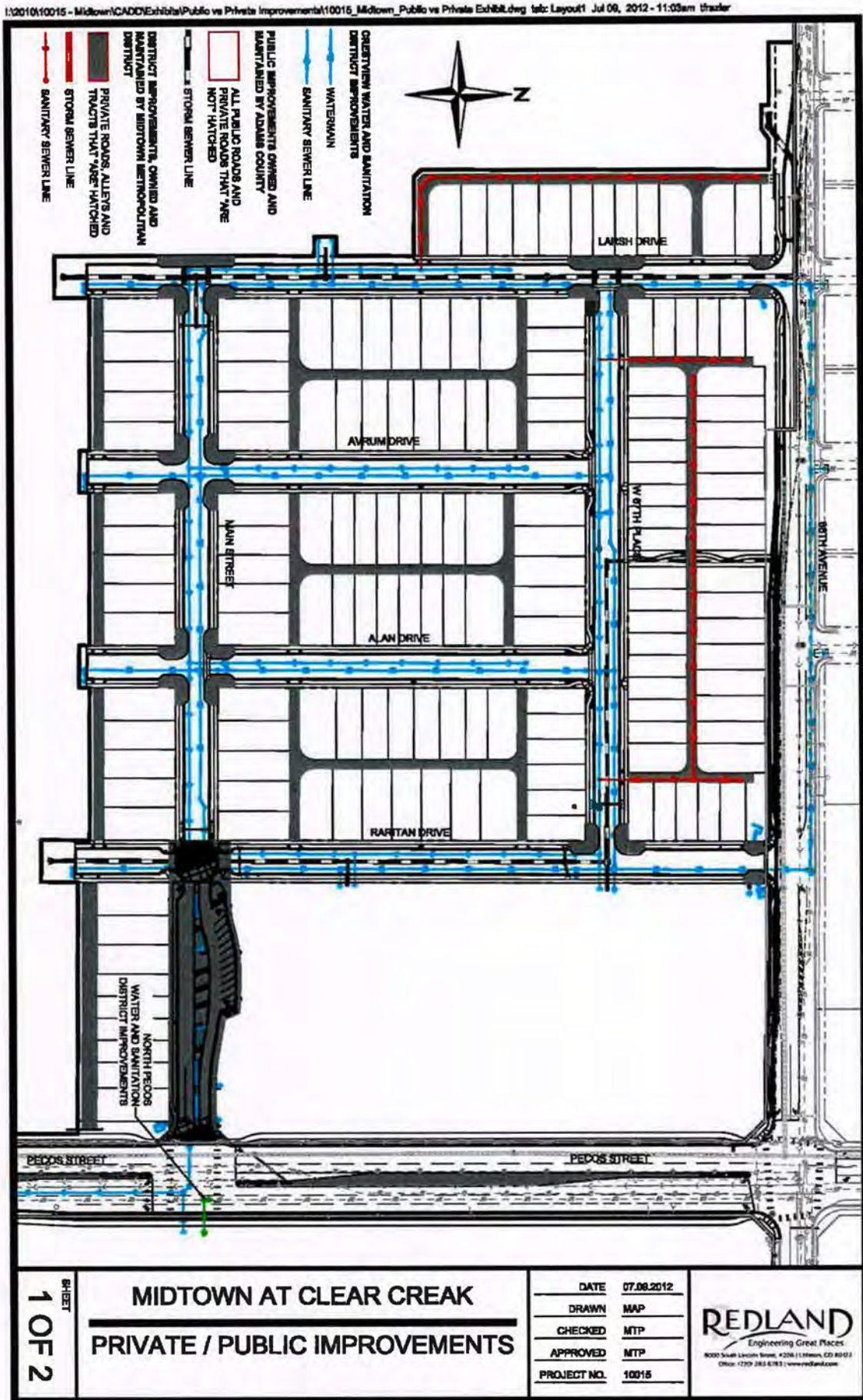
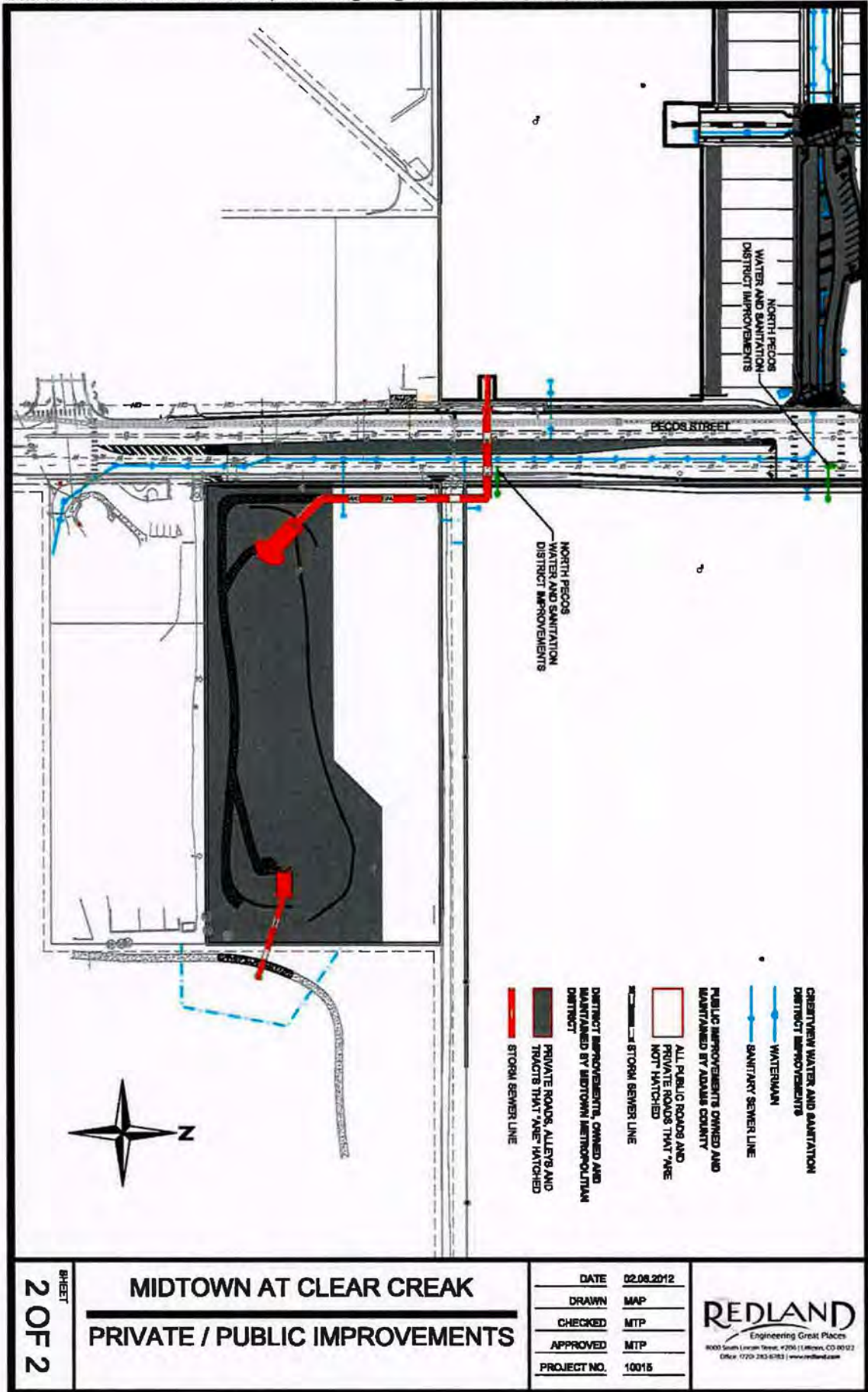


EXHIBIT D
 Public Private Map

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SHEET
2 OF 2

MIDTOWN AT CLEAR CREEK
PRIVATE / PUBLIC IMPROVEMENTS

DATE	02.08.2012
DRAWN	MAP
CHECKED	MTP
APPROVED	MTP
PROJECT NO.	10015





Exhibit A: Midtown Filing 1, Phase 1 A





PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: February 6, 2018
SUBJECT: Final Acceptance for the Public Improvements at the Midtown at Clear Creek Subdivision, Fil. No. 1, Phase 1B, 68 th Avenue and Larsh Drive
FROM: Jeffery A. Maxwell, P.E., PTOE, Director of Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approve a resolution granting Final Acceptance of the public improvements at the Midtown at Clear Creek Subdivision, Fil. No. 1, Phase 1B, 68 th Avenue and Larsh Drive, (Case No. PRC2012-00001, PRC2012-00007).

BACKGROUND:

The Midtown at Clear Creek Subdivision Filing No. 1, Phase 1B, is generally located at 68th Avenue and Larsh Drive in unincorporated Adams County as indicated by the attached map (Exhibit A). The public improvements were granted Preliminary Acceptance on August 15, 2013. These public improvements have satisfactorily completed the guarantee period. Bond number TM5134294/015037522 Rider has been placed as collateral in the amount of \$60,085.48 will need to be released as part of this Final Acceptance.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

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

ATTACHED DOCUMENTS:

Resolution
Resolution Dated August 8, 2012
Exhibit A

FISCAL IMPACT:

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

Fund:
Cost Center:

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			<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 FOR FINAL ACCEPTANCE OF PUBLIC IMPROVEMENTS CONSTRUCTED AT THE MIDTOWN AT CLEAR CREEK SUBDIVISION FILING NO. 1, PHASE 1B, CASE NO. PRC2012-00001, PRC2012-00007

WHEREAS, the required public street improvements have been constructed at the Midtown at Clear Creek Subdivision Filing No. 1, Phase 1B CASE NO. PRC2012-00001, PRC2-12-00007 in accordance with the approved construction drawings; and,

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

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

WHEREAS, the Adams County Public Works Department recommends Final Acceptance of the public improvements constructed at the Midtown at Clear Creek Subdivision Filing No. 1, Phase 1B; and,

WHEREAS, in accordance with the Adams County Development Standards and Regulations, and the approved subdivision improvements agreement as approved on August 8, 2012, the posted collateral as noted in bond number TM5134294/015037522 Rider for the amount of \$60,085.48 will need to be released as part of this Final Acceptance.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the public improvements constructed at the Midtown at Clear Creek Subdivision Filing No. 1, Phase 1B, be and hereby are accepted and approved in accordance with the provisions of the Adams County Development Standards and Regulations.

STATE OF COLORADO)
COUNTY OF ADAMS)

At a regular meeting of the Board of County Commissioners for Adams County, Colorado, held at the Administration Building in Brighton, Colorado on the 8th day of August, 2012 there were present:

W.R. "Skip" Fischer _____ Chairman
Alice J. Nichol _____ Commissioner
Erik Hansen _____ Commissioner
Jen Wascak _____ County Attorney
Keisha Hirsch, Deputy _____ Clerk of the Board

when the following proceedings, among others were held and done, to-wit:

RESOLUTION APPROVING A SUBDIVISION IMPROVEMENTS AGREEMENT WITH MIDTOWN LLC, CASE NO. PRC2012-00001 AND PRC2012-00007

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WHEREAS, on July 11, 2012, in Case No. PRC2012-00007, Midtown at Clear Creek, the Board of County Commissioners approved a 1) Waiver from the subdivision design standards to allow the use of an 11-foot lane width instead of the required 12-foot lane width for Exterior Roadways (Pecos St.); 2) Waiver from the subdivision design standards to allow the use of patterned and colored concrete for the driving surface at select locations; 3) Waiver from subdivision design standards to allow the use of angled parking within a private roadway; 4) Waiver from subdivision design standards to allow the use of protruding / bump out sidewalks at select intersections and mid-block crossings for Internal Roadways; 5) Vacation of a portion of the W. 68th Ave. right-of-way to the west of the intersection of W. 68th Ave. and Pecos St; and,

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WHEREAS, on July 25, 2012, in Case No. PRC2012-00001, Midtown at Clear Creek, the Board of County Commissioners approved a 1) Amendment to the approved Preliminary Planned Unit Development (PUD-P) / Preliminary Development Plan (PDP); 2) Major Subdivision (Final Plat) to create 156 lots on approximately 26.4 acres of land in the PUD(P) zone district; 3) Final Development Plan (PUD) to allow 156 lots on approximately 26.4 acres in the PUD(P) Zone District; and

WHEREAS, Condition Precedent No. 23 of the Zoning Hearing Decision in Case No. PRC2012-00001 requires an SIA shall be submitted with each Final Plat and final PUD application for each phase; and,

WHEREAS, Condition Precedent No. 33 of the Zoning Hearing Decision in Case No. PRC2012-00001 requires the Subdivision Improvement Agreement (SIA) shall be executed no later than 14 days from the date of approval of the Final Plat and Final Development Plan. No permits shall be issued until the SIA is executed, with the exception of on-site grading activities done at the risk of the developer and as approved by the Director of Public Works; and,

WHEREAS, Midtown LLC now owns the rights to lease and develop certain real property (183 acres, zoned P.U.D. Planned Unit Development) located south of 68th Avenue and on both sides

ADAMS COUNTY COMMISSIONERS
4430 S ADAMS COUNTY PKWY STE C5000A
BRIGHTON, CO 80601-8204
Trans#:0

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of Pecos Street, pursuant to the development granted in Case No. PRC2012-00001 and PRC2012-00007; and,

WHEREAS, the Developer desires to phase development of the Property in seven (7) phases (Phase IA, Phase IB, Water Quality Pond, 68th Avenue Improvements, Pecos Street Improvements, Raritan Drive, and West 67th Avenue) in order to facilitate the overall development of the Property; and,

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; and,

WHEREAS, the Developer has provided collateral by Subdivision Bond No. TM5134293/015037521, TM5134294/015037522, TM5134295/015097523, TM5134296/015037524, TM5134297/015097525, TM5134298/015037526, TM5134299/015037527, TM5134321/01503754, TM5134323/01503755, and TM5134322/015037550 from Liberty Mutual Insurance Company in the amount of \$4,202,052.30; and,

WHEREAS, the Adams County Planning and Development Department recommends approval of the attached Subdivision Improvements Agreement.

Upon motion duly made and seconded the foregoing resolution was adopted by the following vote:

Fischer _____ Aye
Nichol _____ Aye
Hansen _____ Aye
Commissioners

STATE OF COLORADO)
County of Adams)

I, Karen Long, County Clerk and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid do hereby certify that the annexed and foregoing Order is truly copied from the Records of the Proceedings of the Board of County Commissioners for said Adams County, now in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 8th day of August, A.D. 2012.

County Clerk and ex-officio Clerk of the Board of County Commissioners
Karen Long:



By:



Deputy



MIDTOWN AT CLEAR CREEK
Phase I
Case No. PRC2012-00001 &
PRC2012-00007

SUBDIVISION IMPROVEMENTS AGREEMENT

THIS AGREEMENT, is made and entered into by and between the County of Adams, State of Colorado, hereinafter called "County" and Midtown LLC, 188 Inverness Drive West, Suite 150, Englewood, Colorado 80112, hereinafter called "Developer", and collectively referred to hereinafter as the "parties".

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, hereafter referred to as the "Property".

WHEREAS, the Developer desires to phase development of the Property in seven (7) phases (Phase 1A, Phase 1B, Water Quality Pond, 68th Avenue Improvements, Pecos Street Improvements, Raritan Drive, and West 67th Avenue) in order to facilitate the overall development of the Property.

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.

WHEREAS, on (date) the Board of County Commissioners approved Case # PRC2012-00001, Midtown at Clear Creek for the following:

- 1) Amendment to the approved Preliminary Development Plan (PDP);
- 2) Major Subdivision (Final Plat) to create 156 lots on approximately 26.4 acres of land in the PUD zone district;
- 3) Final Development Plan (PUD) to allow 156 lots on approximately 26.4 acres in the PUD Zone District

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

1. **Engineering Services.** Developer shall furnish, at its own expense, all engineering and other services in connection with the design and construction of the improvements described and detailed on Exhibit "B" attached hereto, and by this reference made a part hereof.
2. **Drawings and Estimates.** The Developer shall furnish drawings and cost estimates for all improvements described and detailed on Exhibit "B" for approval by the County. All documents are contingent upon, and subject to modification based on decisions made by the Adams County Board of County Commissioners. Any BoCC decisions that cause changes to the construction documents shall become field changes and shall be the full responsibility of the Developer to properly address and document. 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 County may for good cause, grant extension of time for completion of any part or all of improvements appearing on said Exhibit “B”. Any extension of time shall be in written form only.
5. **Phasing.** It is further agreed to by the parties that the subdivision may be developed into seven (7) phases (Phase 1A, Phase 1B, Water Quality Pond, 68th Avenue Improvements, Pecos Street Improvements, Raritan Drive, and West 67th Avenue) as set forth on Exhibit “C”.
6. **Guarantee of Compliance.** Prior to the issuance of a Construction Permit (Permit for Construction of Facilities in the Public Right-of-Way) for any phase as described in Exhibit “B”, the Developer shall furnish to the County a Performance Guarantee in accordance with Adams County Development Standards and Regulations Section 5-02-05 in the amounts of:

Phase 1A:

Cost Estimate from Exhibit “B”	\$ 617,939.00
Additional 20% for administration	\$ 123,587.80
Additional 5% per year for inflation (1 year)	\$ 30,896.95
Total for Phase 1A	\$ 772,423.75

Phase 1B:

Cost Estimate from Exhibit “B”	\$ 462,196.00
Additional 20% for administration	\$ 92,439.20
Additional 5% per year for inflation (2 years)	\$ 46,219.60
Total for Phase 1B	\$ 600,854.80

Water Quality Pond:

Cost Estimate from Exhibit “B”	\$ 315,035.00
Additional 20% for administration	\$ 63,007.00
Additional 5% per year for inflation (1 year)	\$ 15,751.75
Total for Water Quality Pond	\$ 393,793.75

68th Avenue Improvements:

Cost Estimate from Exhibit “B”	\$ 346,651.00
Additional 20% for administration	\$ 69,330.20
Additional 5% per year for inflation (1 year)	\$ 17,332.55
Total for 68th Avenue Improvements	\$ 433,313.75

Pecos Street Improvements:

Cost Estimate from Exhibit “B”	\$ 1,144,157.00
Additional 20% for administration	\$ 228,831.40
Additional 5% per year for inflation (1 year)	\$ 57,207.85
Total for Pecos Street Improvements	\$ 1,430,196.25

West 67th Avenue:

Cost Estimate from Exhibit “B”	\$ 136,391.00
Additional 20% for administration	\$ 27,278.20
Additional 5% per year for inflation (1 year)	\$ 6,819.55
Total for West 67th Avenue	\$ 170,488.75

Raritan Drive:

Cost Estimate from Exhibit "B"	\$ 320,785.00
Additional 20% for administration	\$ 64,157.00
Additional 5% per year for inflation (1 year)	\$ 16,039.25
Total for Raritan Drive	\$ 400,981.25

Total Performance Guarantee Amount: \$ 4,202,052.30

The Performance Guarantee is required in order to guarantee compliance with this agreement, and shall be releasable only by the County. If an expiration date is required for said Performance Guarantee, it shall not expire less than twelve months after the Construction Completion Date for the corresponding phase as stated herein. Upon completion of said improvements constructed according to the terms of this agreement, the Performance Guarantee shall be released. Completion of said improvements shall be determined solely by the County, and a reasonable part (not to exceed 10%) of the Performance Guarantee may be retained to guarantee maintenance of public improvements for a period of one year from the date of completion.

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, shall become necessary. If, within ten business days of written notice to the Developer from the County requesting such repairs or replacements and subject to force majeure, the Developer shall not have 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. Upon preliminary acceptance of improvements within a phase as described in Exhibit "B", County may begin accepting Building Permit Applications for parcels within the accepted phase. However, the County acknowledges and agrees to a limited exception to this requirement whereby Developer or Developer's designee(s) shall have the right to submit, and the County shall accept, applications relative to not more than six (6) model homes to be situated on the Property, and the County may issue such building permits (subject to compliance, in each case, with all other requirements therefore including but not limited to fire district approval) prior to preliminary acceptance of the improvements required by this Agreement. Certificates of occupancy for these six building permits shall not be issued until the public improvements as described in Exhibit "B" have achieved preliminary acceptance by the County.

Upon preliminary acceptance of local roads that are constructed with bump-out sidewalks at intersections, any damage to the bump-out sections caused by County maintenance activity shall be the sole responsibility of the Developer to repair or replace at its own expense. The County shall not assume responsibility for damage to bump-out curbs generally caused by vehicle impact or vehicles driving over the curbs. Costs associated with repair or replacement of damaged bump-out curbs shall be the sole responsibility of the Developer.

The Metro District shall assume sole maintenance responsibility for the entirety of the outfall culvert, including the portion that traverses Pecos Street.

The Metro District shall assume sole maintenance responsibility for the entirety of the portion of West 67th Avenue between Pecos Street and Raritan Drive as shown on the Final Plat. The maintenance responsibility shall include, but not be limited to, patterned concrete and angled parking.

8. **PDP Amendment Explanation.** Developer and/or its predecessor(s) in interest previously submitted and obtained approvals of the Midtown at Clear Creek Plan Overall Development Plan (March 12, 2007 – Case #PRJ2006-00023) and the approved Preliminary Planned Unit Development – Preliminary Development Plan (PDP) and Preliminary Plat (February 25, 2008 – Case #PRJ2007-00024), which plans address design, engineering and development details regarding the Property. As a result of the general downturn in the economy, Developer and/or its predecessor(s) in interest delayed implementation of said plans.

Due to the changes in real estate conditions since the original 2008 approvals, and as a result of a dramatically altered lending market, Developer believes it is necessary to re-evaluate the approved PDP for real estate marketability and re-structure plans for long range implementation and construction in the evolving economic climate. Developer intends to amend the approved PDP in order to create a more viable PDP document that can achieve full build-out as a successful new community in the County. The Phase 1 Final Plat and Final Development Plan as well as subsequent Final Plat and Final Development Plans will be consistent with this amended PDP.

9. **Public Land Dedication (PLD) Fees**

The estimated PLD fee for the entire Midtown development is \$1,908,351. The exact PLD obligations will be calculated when a final plat application for each phase is submitted. The PLD fee for Phase 1 is \$279,763.57. The Developer shall submit bonds for these fees as collateral. This is based on the current understanding between the Developer and Hyland Hills Parks and Recreation District to ultimately dedicate land to the District and pay for park construction costs. Additionally, the bond for the schools portion of the PLD fee is submitted in light of the current understanding between the Developer and Mapleton School District to dedicate five acres of land or construct an early childhood learning center within the development. These negotiations are ongoing and are not yet finalized as of the time of Phase 1. The bonds will have an expiration date of four or five years, as specified below, from the date of approval of this SIA. If the PLD obligations have not been fulfilled at the end of year three or year four, as specified below, the County shall cash the bonds and no future credits or refunds of these fees will be available.

School and Park Update.

9. (a) **School.** Per the approved PDP, Developer has committed to dedicate five (5) acres to Adams County to be dedicated to Mapleton School District (the “School District”), and Developer has otherwise agreed to deliver a cash in lieu payment to satisfy Developer’s remaining dedication requirement (in an amount equivalent to attributed value for approximately two (2) acres within the amended PDP Property). The amended PDP will still obligate Developer to dedicate the same five (5) acre parcel located on the southeastern portion of parcel 1. However, Developer is in ongoing negotiations with the School District in connection with a proposal to meet the School District’s needs for an early learning center located in the Midtown subdivision. Accordingly, Developer has proposed the dedication of a parcel of property in the mixed-use area of the Midtown subdivision to the School District, upon which Developer would construct an early learning center, in exchange for which the aforementioned five (5) acre school site in parcel 1 would be released back to Developer for residential use. In either event, the outcome will result in an offset against the cash in-lieu owed to the School District and escrowed by the County equal to the land so dedicated (and, in the case of an early learning center, that portion of construction costs to be borne by Developer), such that Developer will seek a release of funds from any such escrow as of the time of determination. Developer shall provide a surety bond to the County in the amount of \$89,864.15 in order to satisfy the Schools portion of the PLD requirements for phase 1. This bond shall expire four (4) years from the date of this agreement. After the completion of the third year of the life of the bond, the County may proceed with actions to cash the bond if the Developer has not yet fulfilled the PLD requirements by dedicating either the five (5) acre site within phase 9 or by dedicating land and providing construction costs for an early learning center within phase 8. If cashed, the money from this bond shall be held in an

account by the County subject to the requirements of Section 05-05 of the Adams County Development Standards and Regulations.

9. (b) **Parks.** Arcadis and Brownfield Partners have been engaged for environmental cleanup efforts on the former facility parcel, which are ongoing. Upon the completion of the cleanup, Developer proposes to construct a 43 acre park within phase 4 of the amended Midtown PDP. The park will be fully designed and developed by the Clear Creek Station Metropolitan District No. 1 (“CCSMD”) in coordination with the Hyland Hills Recreation District. CCSMD and the Hyland Hills Recreation District are of the understanding that the park will be developed by CCSMD and turned over to Hyland Hills upon completion for operations and maintenance. If Hyland Hills chooses not to engage in an agreement with the CCSMD to take over maintenance and operations, then CCSMD will maintain the park. In light of Developer’s proposal to dedicate a 2 acre neighborhood park within the Property, and a 43 acre park to Hyland Hills, Developer shall provide surety bonds in favor of the County until the parks are constructed. Such bonds and the ultimate construction of the parks would offset any Neighborhood Park PLD cash in-lieu fees for earlier phases. If any Neighborhood Park PLD fees for each phase are not covered by the park acreage to be dedicated, then Cash In-Lieu for the difference will be paid to the County at the time of submittal of a final plat application for that phase.

Developer shall provide a surety bond to the County in the amount of \$115,090.56 in order to satisfy the Neighborhood Parks portion of the Public Land Dedication requirements for phase 1. This bond shall expire five (5) years from the date of this agreement. After the completion of the fourth year of the life of the bond, the County may proceed with actions to cash the bond if the Developer has not yet fulfilled the Neighborhood Parks PLD requirements for phase 1 by dedicating neighborhood parks land in future phases. If cashed, the money from this bond shall be held in an account by the County subject to the requirements of Section 05-05 of the Adams County Development Standards and Regulations.

The planned 43 acre park within phase 4 of the Amended Midtown PDP shall be credited toward the Developer’s Neighborhood Park PLD requirements. The County has not yet determined whether any credit will be given toward Regional Park PLD requirements. As such, the developer shall pay \$74,808.86 cash-in-lieu to fulfill the Regional Park PLD requirement for phase 1.

10. **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.
11. **Metropolitan Districts.** Notwithstanding any provision hereof to the contrary and in furtherance of Section 10, Developer shall have the right to assign certain of its obligations and responsibilities hereunder to CCSMD or another special or metropolitan district created for the purpose of constructing, operating and/or maintaining public and private improvements. The County acknowledges that in 2007 the County approved a consolidated Service Plan for CCSMD together with the Clear Creek Station Metropolitan District Nos. 2 and 3 (collectively, the “Districts”), and that it is specifically contemplated that one or more of the Districts may undertake and complete financing, development and construction of any or all of the Improvements defined under Section 14 or as described elsewhere in this Agreement, subject to a maximum mill levy of fifty (50) mills in connection therewith, as adjusted per Section VII(C) of the Service Plan. Notice of any such assignment shall be given to the County at least 30 days prior to such assignment in accordance with Section 13 hereof. Said notice shall contain the effective date of such assignment.
12. **Special Provisions.** This Agreement shall constitute the entire Agreement between the parties. No subsequent amendment hereto shall be valid unless made in writing and executed by the parties hereto provided.

13. **Notice.** Any notice which may be given under the terms of this Agreement shall be made in writing, and shall be deemed made upon personal service or upon mailing by United States Mail, postage prepaid, to the other party, and unless amended by written notice, to the following:

DEVELOPER

Midtown LLC
188 Inverness Drive West, Suite 150
Englewood, Colorado 80112
Attn: Dan Romero
(303) 706-9451

ADAMS COUNTY

Planning and Development
4430 S. Adams County Parkway
Brighton, CO 80601-8218
Attn: Kristin Sullivan
(720) 523-6800

Public Works

4430 S. Adams County Parkway
Brighton, CO 80601-8218
Attn: Laurie Clark
(720) 523-6875

14. **Improvements.** The undersigned Developer hereby agrees to provide the following public improvements.


Public Improvements shall include all roadway improvements (curb & gutter, sidewalk, pavement, storm sewer, street lights, signage and grading) for Pecos Street, 68th Avenue, West 67th Avenue, Larsh Drive, Avrum Drive, Alan Drive, Raritan Drive and 68th Street in accordance with the approved Construction Plans prepared by the Developer. The Public Improvements are listed in Exhibit "D".

Drainage facilities include curb & gutter, inlets, swales, storm sewer pipes, manholes, distilling basin, outlet structure, weirs, drop structures and water quality pond in accordance with the approved Construction Plans prepared by the Developer. The Public Improvements are listed in Exhibit "D".

Location of improvements is shown on Exhibit "C". Phasing of improvements are listed on Exhibit "B".

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".

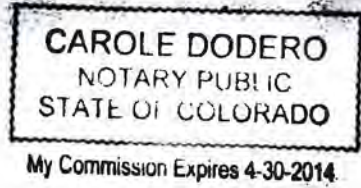
Midtown LLC.

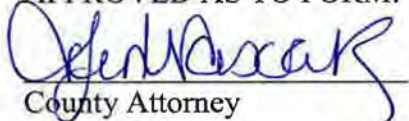
By: 
Dan Romero, Vice President of Operations

The foregoing instrument was acknowledged before me this 7th day of August, 2012, by DAN ROMERO, VICE PRESIDENT OF OPERATIONS.

My commission expires: _____

Address: 188 INVERNESS Dr W #150 Carole Dodero
ENGLEWOOD CO 80112 Notary Public



APPROVED AS TO FORM:

County Attorney

APPROVED BY resolution at the meeting of August 8, 2012.

Collateral to guarantee compliance with this agreement and construction of public improvements shall be required in the amount of:

\$ 4,202,052.30

No Construction Permits shall be issued until said collateral is furnished in the amount required and in a form acceptable to the Board of County Commissioners.

BOARD OF COUNTY COMMISSIONERS
ATTEST:

Clerk of the Board




ADAMS COUNTY, COLORADO

Chairman

EXHIBIT A

Legal Description: MIDTOWN AT CLEAR CREEK SUBDIVISION – Phase 1

A PORTION OF THE SOUTH HALF OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 4, AS MONUMENTED BY A 3 1/4" ALUMINUM CAP IN RANGEBOX, STAMPED PLS 7735, WHENCE THE CENTER QUARTER CORNER OF SAID SECTION 4, AS MONUMENTED BY A 3 1/4" ALUMINUM CAP IN RANGEBOX, STAMPED PLS 28664, BEARS S 89°43'26" E, A DISTANCE OF 2664.23 FEET FORMING THE BASIS OF BEARINGS USED IN THIS DESCRIPTION; THENCE ALONG THE NORTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 4, S 89°43'26" E, A DISTANCE OF 1123.27 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG THE NORTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 4, ALSO BEING THE SOUTHERLY RIGHT OF WAY LINE OF WEST 68TH AVENUE, S 89°43'26" E, A DISTANCE OF 524.17 FEET TO THE WESTERLY LINE OF THAT PARCEL OF LAND DESCRIBED IN BOOK 3668 AT PAGE 35 OF THE ADAMS COUNTY RECORDS;

THENCE ALONG SAID WESTERLY LINE SOUTH 00°16'34" WEST, A DISTANCE OF 26.00 FEET;

THENCE DEPARTING SAID WESTERLY LINE, SOUTH 89°43'26" EAST, AS DISTANCE OF 264.26 FEET;

THENCE SOUTH 89°43'26" EAST, A DISTANCE OF 428.01 FEET;

THENCE SOUTH 88°02'02" EAST, A DISTANCE OF 237.80 FEET;

THENCE SOUTH 44°51'35" EAST, A DISTANCE OF 52.43 FEET TO THE WESTERLY LINE OF THAT PARCEL OF LAND DESCRIBED IN BOOK 3668 AT PAGE 35 OF THE ADAMS COUNTY RECORDS SAID POINT ALSO BEING THE WESTERLY RIGHT-OF-WAY LINE OF NORTH PECOS STREET;

THENCE ALONG SAID WESTERLY LINE, SOUTH 00°00'15" WEST, A DISTANCE OF 1113.41 FEET TO THAT PARCEL OF LAND DESCRIBED IN BOOK 3570 AT PAGE 311 OF THE ADAMS COUNTY RECORDS;

THENCE DEPARTING SAID WESTERLY LINE ALONG SAID BOUNDARY THE FOLLOWING TWO (2) COURSES:

1) NORTH 89°55'26" WEST, A DISTANCE OF 10.00 FEET;

2) SOUTH 00°00'15" WEST, A DISTANCE OF 141.61 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER, SOUTHWEST QUARTER OF SAID SECTION 4;

THENCE ALONG SAID SOUTH LINE, NORTH 89°55'26" WEST, A DISTANCE OF 3.00 FEET; THENCE DEPARTING SAID SOUTH LINE, NORTH 00°00'15" EAST, A DISTANCE OF 53.67 FEET;

THENCE NORTH 90°00'00" WEST, A DISTANCE OF 32.00 FEET;

THENCE NORTH 00°00'15" EAST, A DISTANCE OF 20.00 FEET;

THENCE SOUTH 90°00'00" EAST, A DISTANCE OF 32.00 FEET;

THENCE NORTH 00°00'15" EAST, A DISTANCE OF 278.74 FEET;

THENCE NORTH 89°43'26" WEST, A DISTANCE OF 342.18 FEET;

THENCE SOUTH 00°16'34" WEST, A DISTANCE OF 50.00 FEET;

THENCE NORTH 89°43'26" WEST, A DISTANCE OF 57.00 FEET;

THENCE NORTH 00°16'34" EAST, A DISTANCE OF 50.00 FEET;
THENCE NORTH 89°43'26" WEST, A DISTANCE OF 208.00 FEET;
THENCE SOUTH 00°16'34" WEST, A DISTANCE OF 14.01 FEET;
THENCE NORTH 89°43'54" WEST, A DISTANCE OF 57.00 FEET;
THENCE NORTH 00°16'34" EAST, A DISTANCE OF 14.01 FEET;
THENCE NORTH 89°43'26" WEST, A DISTANCE OF 208.00 FEET;
THENCE SOUTH 00°16'34" WEST, A DISTANCE OF 13.55 FEET;
THENCE NORTH 89°43'47" WEST, A DISTANCE OF 57.00 FEET;
THENCE NORTH 00°16'34" EAST, A DISTANCE OF 13.56 FEET;
THENCE NORTH 89°43'26" WEST, A DISTANCE OF 208.00 FEET;
THENCE SOUTH 00°16'34" WEST, A DISTANCE OF 47.50 FEET;
THENCE NORTH 89°43'26" WEST, A DISTANCE OF 57.00 FEET;
THENCE NORTH 00°16'34" EAST, A DISTANCE OF 352.50 FEET;
THENCE NORTH 89°43'26" WEST, A DISTANCE OF 26.50 FEET;
THENCE NORTH 00°16'34" EAST, A DISTANCE OF 30.00 FEET;
THENCE SOUTH 89°43'26" EAST, A DISTANCE OF 26.50 FEET;
THENCE NORTH 00°16'34" EAST, A DISTANCE OF 105.00 FEET;
THENCE NORTH 89°43'26" WEST, A DISTANCE OF 106.79 FEET;
THENCE NORTH 44°43'26" WEST, A DISTANCE OF 13.73 FEET;
THENCE NORTH 00°16'34" EAST, A DISTANCE OF 471.94 FEET;
THENCE NORTH 89°43'26" WEST, A DISTANCE OF 40.85 FEET;
THENCE SOUTH 54°47'32" WEST, A DISTANCE OF 17.66 FEET;
THENCE NORTH 89°43'26" WEST, A DISTANCE OF 31.96 FEET;
THENCE NORTH 00°16'34" EAST, A DISTANCE OF 10.25 FEET;
THENCE NORTH 89°43'26" WEST, A DISTANCE OF 84.71 FEET;
THENCE NORTH 00°16'34" EAST, A DISTANCE OF 35.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A CALCULATED AREA OF 1,210,563 SQUARE FEET OR 27.791 ACRES, MORE OR LESS.

TOGETHER WITH:

PARCEL 2:

THE NORTH 315.55 FEET OF PLOTS 21 AND 22, NORTH BROADWAY GARDENS, EXCEPT THE WEST 20 FEET THEREOF CONVEYED TO ADAMS COUNTY BY DEED RECORDED NOVEMBER 28, 1988 IN BOOK 3513 AT PAGE 50, COUNTY OF ADAMS, STATE OF COLORADO.

CONTAINING A CALCULATED AREA OF 196,225 SQUARE FEET OR 4.505 ACRES, MORE OR LESS.

THE ABOVE DESCRIBED TWO PARCELS CONTAIN A TOTAL CALCULATED AREA OF 1,406,788 SQUARE FEET OR 32.295 ACRES, MORE OR LESS.

EXHIBIT B

Public Improvements: MIDTOWN AT CLEAR CREEK SUBDIVISION – Phase 1

Construction Completion Date for Phase 1A: June 30, 2013

Construction Completion Date for Phase 1B: December 31, 2014

Construction Completion Date for Water Quality Pond: June 30, 2013

Construction Completion Date for West 67th Avenue: June 30, 2013

Construction Completion Date for Raritan Drive: June 30, 2013

Construction Completion Date for 68th Avenue Improvements: June 30, 2013

Construction Completion Date for Pecos Street Improvements: June 30, 2013

Initials of Developer: _____

Public Improvements: Phase 1A

<u>Description</u>	<u>Est. Quantity</u>		<u>Est. Unit Cost</u>	<u>Est. Cost</u>
GRADING				
CLEARING/GRUBBING	20.6	AC	300.00	\$6,180
STRIPPINGS (Strip Topsoil)	13,848	CY	1.25	\$17,310
MASS EXCAVATION (Cut to Fill)	39,700	CY	1.40	\$55,580
FINE GRADING	23,830	SF	0.09	\$2,145
Grading Subtotal				\$105,552
STORM DRAINAGE				
18" RCP (0-8' DEPTH)	37	LF	35.00	\$1,295
24" RCP (0-8' DEPTH)	35	LF	40.00	\$1,400
30" RCP (0-8' DEPTH)	567	LF	47.00	\$26,649
42" RCP (0-8' DEPTH)	79	LF	85.00	\$6,715
54" RCP (0-8' DEPTH)	995	LF	110.00	\$109,450
54" FLARED END SECTION	1	EA	1,750.00	\$1,750
4' DIA. MANHOLE	1	EA	1,850.00	\$1,850
6' DIA. MANHOLE	1	EA	3,250.00	\$3,250
8' DIA. MANHOLE	4	EA	6,000.00	\$24,000
5' TYPE 'R' INLET	1	EA	3,250.00	\$3,250
10' TYPE 'R' INLET	3	EA	4,500.00	\$13,500
TYPE 'C' INLET	1	EA	3,000.00	\$3,000
TEMPORARY RIPRAP	150	SY	40.00	\$6,000
TEMPORARY RIPRAP DROPS	3	EA	5,000.00	\$15,000
TEMPORARY DRAINAGE CHANNELS	1,551	LF	10.00	\$15,510
Storm Drainage Subtotal				\$232,619
STREETS - LOCAL				
CONCRETE				
6" VERTICAL CURB & GUTTER (2' PAN)	3,903	LF	10.50	\$40,982
13' WIDE CONCRETE ALLEY	1,554	LF	27.95	\$43,434
ALLEY CURB CUT / APPROACH	7	EA	1,350.00	\$9,450
5' WALK (4" THICKNESS)	2,548	LF	13.75	\$35,035
SUBGRADE PREP CONC.	8,005	LF	1.25	\$10,006
HANDICAP RAMPS (15' RADIUS)	8	EA	1,750.00	\$14,000
MID-BLOCK HANDICAP RAMPS	1	EA	650.00	\$650
CROSS PANS	2	EA	3,000.00	\$6,000
PAVING				
8" FULL DEPTH ASPHALT	4,760	SY	18.50	\$88,060
SUBGRADE PREP ASPHALT	5,835	SY	3.75	\$21,881
ADJ MH TO GRADE	6	EA	300.00	\$1,800
ADJ VALVES TO GRADE	6	EA	100.00	\$600
SWEEP STREETS	5,910	SY	0.20	\$1,182
SIGNAGE				
BARRIERS/CONTR SIGNS	3	EA	500.00	\$1,500
STREET SIGNS	17	EA	625.00	\$10,625
Street Subtotal				\$285,205
RETAINING WALLS				
RETAINING WALL (Dry Stack Stone)	140	SF	35.00	\$4,900
Retaining Wall Subtotal				\$4,900
DRY UTILITIES				
STREET LIGHTS 7000L	4	EA	3,500.00	\$24,000
Dry Utilities Subtotal				\$24,500
Planning Area 1A Total				\$617,939

Public Improvements: Phase 1B

<u>Description</u>	<u>Est. Quantity</u>		<u>Est. Unit Cost</u>	<u>Est. Cost</u>
GRADING				
CLEARING/GRUBBING	9.8	AC	300.00	\$2,940
STRIPPINGS (Strip Topsoil)	6,588	CY	1.25	\$8,235
FINE GRADING	3,284	SF	0.09	\$296
Grading Subtotal				\$11,470
STORM DRAINAGE				
18" RCP (0-8' DEPTH)	36	LF	35.00	\$1,260
24" RCP (0-8' DEPTH)	66	LF	40.00	\$2,640
5' DIA. MANHOLE	1	EA	2,500.00	\$2,500
5' TYPE 'R' INLET	1	EA	3,250.00	\$3,250
10' TYPE 'R' INLET	1	EA	4,500.00	\$4,500
Storm Drainage Subtotal				\$14,150
STREETS - LOCAL				
CONCRETE				
6" VERTICAL CURB & GUTTER (2' PAN)	4,451	LF	10.50	\$46,736
13' WIDE CONCRETE ALLEY	2,386	LF	27.95	\$66,689
ALLEY CURB CUT / APPROACH	11	EA	1,350.00	\$14,850
5' WALK (4" THICKNESS)	3,800	LF	13.75	\$52,250
SUBGRADE PREP CONC.	10,637	LF	1.25	\$13,296
HANDICAP RAMPS (15' RADIUS)	10	EA	1,750.00	\$17,500
MID-BLOCK HANDICAP RAMPS	5	EA	650.00	\$3,250
CROSS PANS	2	EA	3,000.00	\$6,000
PAVING				
8" FULL DEPTH ASPHALT	7,705	SY	18.50	\$142,543
ENHANCED PAVING	388	SF	11.05	\$4,287
SUBGRADE PREP ASPHALT	8,785	SY	3.75	\$32,944
SWEEP STREETS	15,410	SY	0.20	\$3,082
SIGNAGE				
BARRIERS/CONTR SIGNS	2	EA	500.00	\$1,000
STREET SIGNS	10	EA	625.00	\$6,250
Street Subtotal				\$410,676
RETAINING WALLS				
RETAINING WALL (Dry Stack Stone)	140	SF	35.00	\$4,900
Retaining Wall Subtotal				\$4,900
DRY UTILITIES				
STREET LIGHTS 7000L	6	EA	3,500.00	\$21,000
Dry Utilities Subtotal				\$21,000
Planning Area 1B Total				\$462,196

Public Improvements: Pecos Street

<u>Description</u>	<u>Est. Quantity</u>		<u>Est. Unit Cost</u>	<u>Est. Cost</u>
GRADING				
CLEARING/GRUBBING	1.2	AC	300.00	\$360
STRIPPINGS (Strip Topsoil)	807	CY	1.25	\$1,008
MASS EXCAVATION (Cut to Fill)	1,500	CY	1.40	\$2,100
FINE GRADING	37,960	SF	0.09	\$3,416
Grading Subtotal				\$6,885
STORM DRAINAGE				
24" RCP (0-8' DEPTH)	15	LF	40.00	\$600
60" RCP (0-8' DEPTH)	35	LF	150.00	\$5,250
3'x6' CBC	335	LF	325.00	\$108,875
BOX BASE MANHOLE	1	EA	9,000.00	\$9,000
CORE MANHOLE FOR 3'x6' CBC	2	EA	6,000.00	\$12,000
TYPE '13' SINGLE COMBINATION INLET	1	EA	5,000.00	\$5,000
TYPE '13' TRIPLE COMBINATION INLET	1	EA	15,000.00	\$15,000
Storm Drainage Subtotal				\$155,725
STREETS - LOCAL				
CONCRETE				
6" VERTICAL CURB & GUTTER (2' PAN)	3,161	LF	10.50	\$33,191
6" VERTICAL CURB & GUTTER (1' PAN)	2,951	LF	10.00	\$29,510
8' WALK (4" THICKNESS)	3,190	LF	22.00	\$70,180
SUBGRADE PREP CONC.	9,302	LF	1.25	\$11,628
HANDICAP RAMPS (30' RADIUS)	4	EA	2,500.00	\$10,000
PAVING				
2" ASPHALT MILL & OVERLAY	11,310	SY	10.00	\$113,100
10" FULL DEPTH ASPHALT	3,765	SY	23.00	\$86,595
ENHANCED PAVING	734	SF	11.05	\$8,111
MONUMENTS	2	EA	8,500.00	\$17,000
SPLASH CURB	1,121	LF	25.50	\$28,586
LOW SIGN WALLS	154	FF	34.00	\$5,236
SUBGRADE PREP ASPHALT	4,890	SY	3.75	\$18,338
ADJ. MH TO GRADE	16	EA	150.00	\$2,400
ADJ. VALVES TO GRADE	10	EA	50.00	\$500
SWEEP STREETS	30,150	SY	0.20	\$6,030
SIGNAGE				
BARRIERS/CONTR SIGNS	1	EA	25,000.00	\$25,000
STRIPING	1	LS	15,000.00	\$15,000
TRAFFIC SIGNALS (68th AVE. & MAIN ST.)	2	EA	200,000.00	\$400,000
STREET SIGNS	15	EA	625.00	\$9,375
Street Subtotal				\$889,778
DEMOLITION				
SAW CUT ASPHALT	6,560	LF	3.50	\$22,960
REMOVE AND DISPOSE CURB & GUTTER	2,880	LF	4.00	\$11,520
REMOVE AND DISPOSE PAVEMENT	1,665	SY	10.00	\$16,650
REMOVE AND DISPOSE TYPE '13' SINGLE INLET	1	EA	1,500.00	\$1,500
REMOVE AND DISPOSE TYPE '13' TRIPLE INLET	1	EA	2,500.00	\$2,500
REMOVE AND DISPOSE SIDEWALK	2,880	LF	3.00	\$8,640
Demolition Subtotal				\$63,770
DRY UTILITIES				
STREET LIGHTS 7000L	8	EA	3,500.00	\$28,000
Dry Utilities Subtotal				\$28,000
Pecos Street Total				\$1,144,157

Public Improvements: 68th Avenue

<u>Description</u>	<u>Est. Quantity</u>		<u>Est. Unit Cost</u>	<u>Est. Cost</u>
GRADING				
CLEARING/GRUBBING	1.5	AC	300.00	\$450
STRIPPINGS (Strip Topsoil)	1,008	CY	1.25	\$1,260
MASS EXCAVATION (Cut to Fill)	2,000	CY	1.40	\$2,800
FINE GRADING	22,070	SF	0.09	\$1,986
Grading Subtotal				\$6,497
STORM DRAINAGE				
54" RCP (0-8' DEPTH)	225	LF	110.00	\$24,750
54" FLARED END SECTION	1	EA	1,750.00	\$1,750
8' DIA. MANHOLE	3	EA	6,000.00	\$18,000
TYPE '13' QUAD COMBINATION INLET	1	EA	20,000.00	\$20,000
TYPE '13' TRIPLE COMBINATION INLET	1	EA	15,000.00	\$15,000
TEMPORARY RIPRAP	105	SY	40.00	\$4,200
TEMPORARY DRAINAGE CHANNELS	1,100	LF	10.00	\$11,000
Storm Drainage Subtotal				\$94,700
STREETS - LOCAL				
CONCRETE				
6" VERTICAL CURB & GUTTER (2' PAN)	1,115	LF	10.50	\$11,708
5' WALK (4" THICKNESS)	1,165	LF	13.75	\$16,019
SUBGRADE PREP CONC.	2,280	LF	1.25	\$2,850
HANDICAP RAMPS (25' RADIUS)	4	EA	2,250.00	\$9,000
PAVING				
10" FULL DEPTH ASPHALT	1,300	SY	23.00	\$29,900
2" ASPHALT MILL & OVERLAY	6,145	SY	10.00	\$61,450
SUBGRADE PREP ASPHALT	2,150	SY	3.75	\$8,063
ADJ. MH TO GRADE	9	EA	150.00	\$1,350
ADJ. VALVES TO GRADE	7	EA	50.00	\$350
SWEEP STREETS	2,600	SY	0.20	\$520
SIGNAGE				
BARRIERS/CONTR SIGNS	1	EA	15,000.00	\$15,000
STRIPING	1	LS	7,500.00	\$7,500
LOW SIGN WALLS	526	FF	34.00	\$17,884
STREET SIGNS	10	EA	625.00	\$6,250
Street Subtotal				\$187,843
DEMOLITION				
SAW CUT ASPHALT	1,450	LF	3.50	\$5,075
REMOVE AND DISPOSE CURB & GUTTER	1,278	LF	4.00	\$5,112
REMOVE AND DISPOSE PAVEMENT	3,140	SY	10.00	\$31,400
REMOVE AND DISPOSE 36" RCP	135	LF	15.00	\$2,025
Demolition Subtotal				\$43,612
DRY UTILITIES				
STREET LIGHTS 7000L	4	EA	3,500.00	\$14,000
Dry Utilities Subtotal				\$14,000
68th Avenue Total				\$346,651

Public Improvements: West 67th Ave.

<u>Description</u>	<u>Est. Quantity</u>		<u>Est. Unit Cost</u>	<u>Est. Cost</u>
GRADING				
CLEARING/GRUBBING	1.0	AC	300.00	\$300
STRIPPINGS (Strip Topsoil)	672	CY	1.25	\$840
MASS EXCAVATION (Cut to Fill)	3,500	CY	1.40	\$4,900
FINE GRADING	4,937	SF	0.09	\$444
Grading Subtotal				\$6,485
STORM DRAINAGE				
18" RCP (0-8' DEPTH)	425	LF	35.00	\$14,875
4' DIA. MANHOLE	2	EA	1,850.00	\$3,700
5' TYPE 'R' INLET	2	EA	3,250.00	\$6,500
TYPE '13' SINGLE COMBINATION INLET	1	EA	3,500.00	\$3,500
Storm Drainage Subtotal				\$28,575
STREETS - LOCAL				
CONCRETE				
6" VERTICAL CURB & GUTTER (2' PAN)	862	LF	10.50	\$9,051
6" VERTICAL CURB & GUTTER (1' PAN)	680	LF	10.00	\$6,800
5' WALK (4" THICKNESS)	696	LF	13.75	\$9,570
SUBGRADE PREP CONC.	2,238	LF	1.25	\$2,798
HANDICAP RAMPS (15' RADIUS)	2	EA	1,750.00	\$3,500
PAVING				
8" FULL DEPTH ASPHALT	1,875	SY	18.50	\$34,688
ENHANCED PAVING	344	SF	11.05	\$3,801
SUBGRADE PREP ASPHALT	2,320	SY	3.75	\$8,700
ADJ. MH TO GRADE	2	EA	300.00	\$600
ADJ. VALVES TO GRADE	2	EA	100.00	\$200
SWEEP STREETS	3,750	SY	0.20	\$750
SIGNAGE				
STREET SIGNS	8	EA	625.00	\$5,000
Street Subtotal				\$85,457
RETAINING WALLS				
LOW WALLS	261	SF	34.00	\$8,874
Retaining Wall Subtotal				\$8,874
DRY UTILITIES				
STREET LIGHTS 7000L	2	EA	3,500.00	\$7,000
Dry Utilities Subtotal				\$7,000
West 67th Avenue Total				\$136,391

Public Improvements: Raritan Drive

<u>Description</u>	<u>Est. Quantity</u>		<u>Est. Unit Cost</u>	<u>Est. Cost</u>
GRADING				
CLEARING/GRUBBING	4.4	AC	300.00	\$1,320
STRIPPINGS (Strip Topsoil)	2,958	CY	1.25	\$3,697
MASS EXCAVATION (Cut to Fill)	7,500	CY	1.40	\$10,500
FINE GRADING	5,200	SF	0.09	\$468
Grading Subtotal				\$15,985
STORM DRAINAGE				
18" RCP (0-8' DEPTH)	72	LF	35.00	\$2,520
24" RCP (0-8' DEPTH)	83	LF	40.00	\$3,320
30" RCP (0-8' DEPTH)	33	LF	47.00	\$1,551
42" RCP (0-8' DEPTH)	536	LF	85.00	\$45,560
48" RCP (0-8' DEPTH)	221	LF	100.00	\$22,100
48" FLARED END SECTION	1	EA	1,500.00	\$1,500
6' DIA. MANHOLE	6	EA	3,250.00	\$19,500
5' TYPE 'R' INLET	4	EA	3,250.00	\$13,000
Storm Drainage Subtotal				\$109,051
STREETS - LOCAL				
CONCRETE				
6" VERTICAL CURB & GUTTER (2' PAN)	1,814	LF	10.50	\$19,047
13' WIDE CONCRETE ALLEY	537	LF	27.95	\$15,009
20' WIDE CONCRETE ALLEY	345	LF	37.75	\$13,024
ALLEY CURB CUT / APPROACH	4	EA	1,350.00	\$5,400
5' WALK (4" THICKNESS)	1,670	LF	13.75	\$22,963
SUBGRADE PREP CONC.	4,370	LF	1.25	\$5,463
HANDICAP RAMPS (15' RADIUS)	2	EA	1,750.00	\$3,500
PAVING				
8" FULL DEPTH ASPHALT	3,610	SY	18.50	\$66,785
ENHANCED PAVING	319	SF	11.05	\$3,525
SUBGRADE PREP ASPHALT	3,710	SY	3.75	\$13,913
ADJ MH TO GRADE	9	EA	300.00	\$2,700
ADJ VALVES TO GRADE	7	EA	100.00	\$700
SWEEP STREETS	3,610	SY	0.20	\$722
SIGNAGE				
BARRIERS/CONTR SIGNS	1	EA	500.00	\$500
STREET SIGNS	5	EA	625.00	\$3,125
Street Subtotal				\$176,374
RETAINING WALLS				
RETAINING WALL (Dry Stack Stone)	261	SF	35.00	\$8,874
Retaining Wall Subtotal				\$8,874
DRY UTILITIES				
STREET LIGHTS 7000L	3	EA	3,500.00	\$10,500
Dry Utilities Subtotal				\$10,500
Raritan Drive Total				\$320,785

Public Improvements: Water Quality Pond

<u>Description</u>	<u>Est. Quantity</u>		<u>Est. Unit Cost</u>	<u>Est. Cost</u>
GRADING				
CLEARING/GRUBBING	3.5	AC	300.00	\$1,050
STRIPPINGS (Strip Topsoil)	2,353	CY	1.25	\$2,941
MASS EXCAVATION (Cut to Fill)	32,690	CY	1.40	\$45,766
FINE GRADING	119,252	SF	0.09	\$10,733
Grading Subtotal				\$60,490
STORM DRAINAGE				
54" RCP (0-8' DEPTH)	112	LF	110.00	\$12,320
54" FLARED END SECTION	1	EA	1,750.00	\$1,750
POND RIPRAP SPILLWAY	650	SY	55.00	\$35,750
BURIED RIPRAP TRICKLE CHANNEL/WEIR	45	SY	45.00	\$2,025
RIPRAP	100	SY	40.00	\$4,000
USBR TYPE VI IMPACT STILLING BASIN	1	EA	45,000.00	\$45,000
FOREBAY	1	EA	7,500.00	\$7,500
POND OUTLET STRUCTURE	1	EA	35,000.00	\$35,000
Storm Drainage Subtotal				\$143,345
ACCESS ROAD				
10' WIDE ACCESS ROAD	800	LF	20.00	\$16,000
Street Subtotal				\$16,000
RETAINING WALLS				
RETAINING WALL (Dry Stack Stone)	2,720	FF	35.00	\$95,200
Retaining Wall Subtotal				\$95,200
Pond Total				\$315,035

EXHIBIT C
Phasing Map

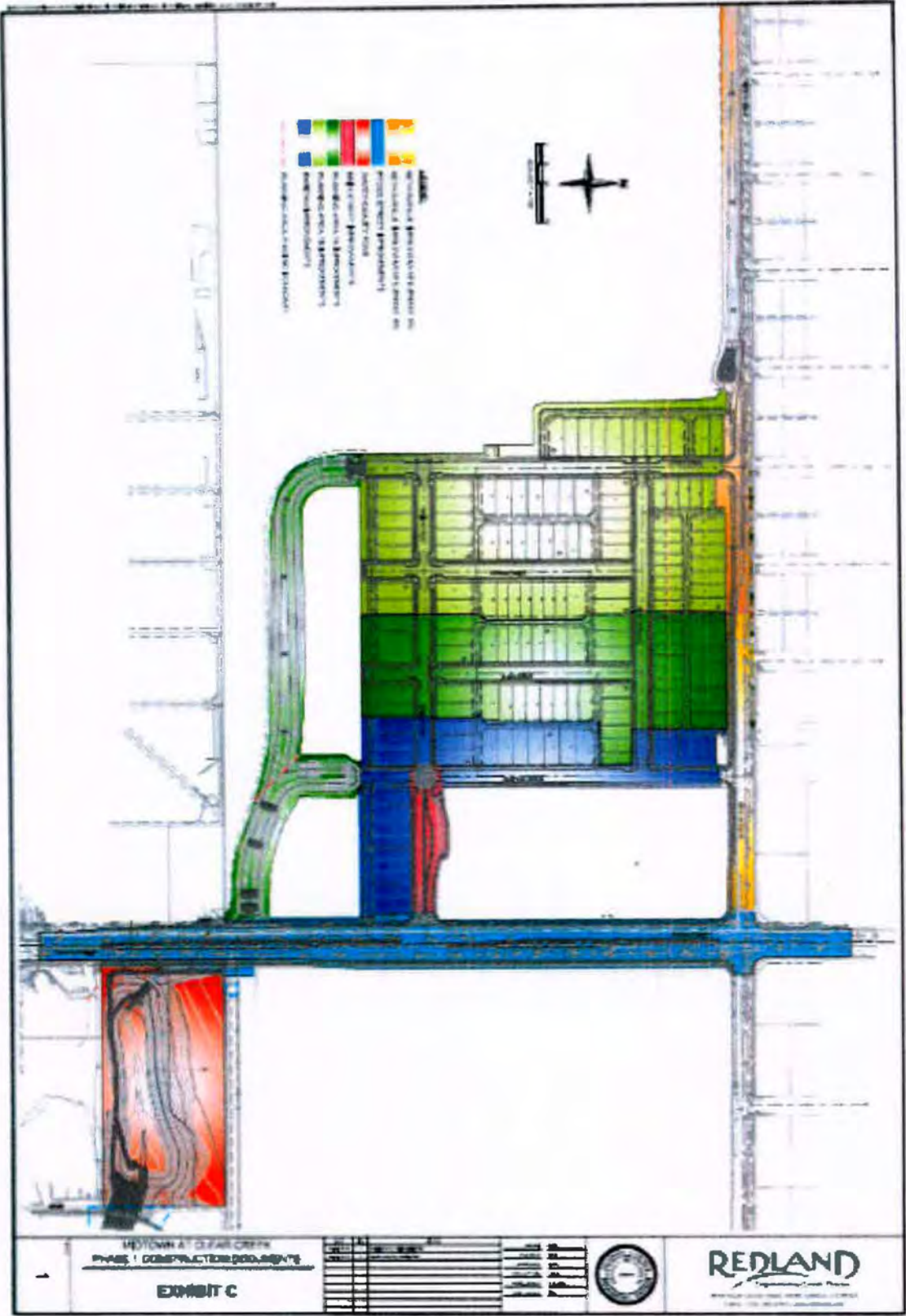


EXHIBIT D
Public Private Map

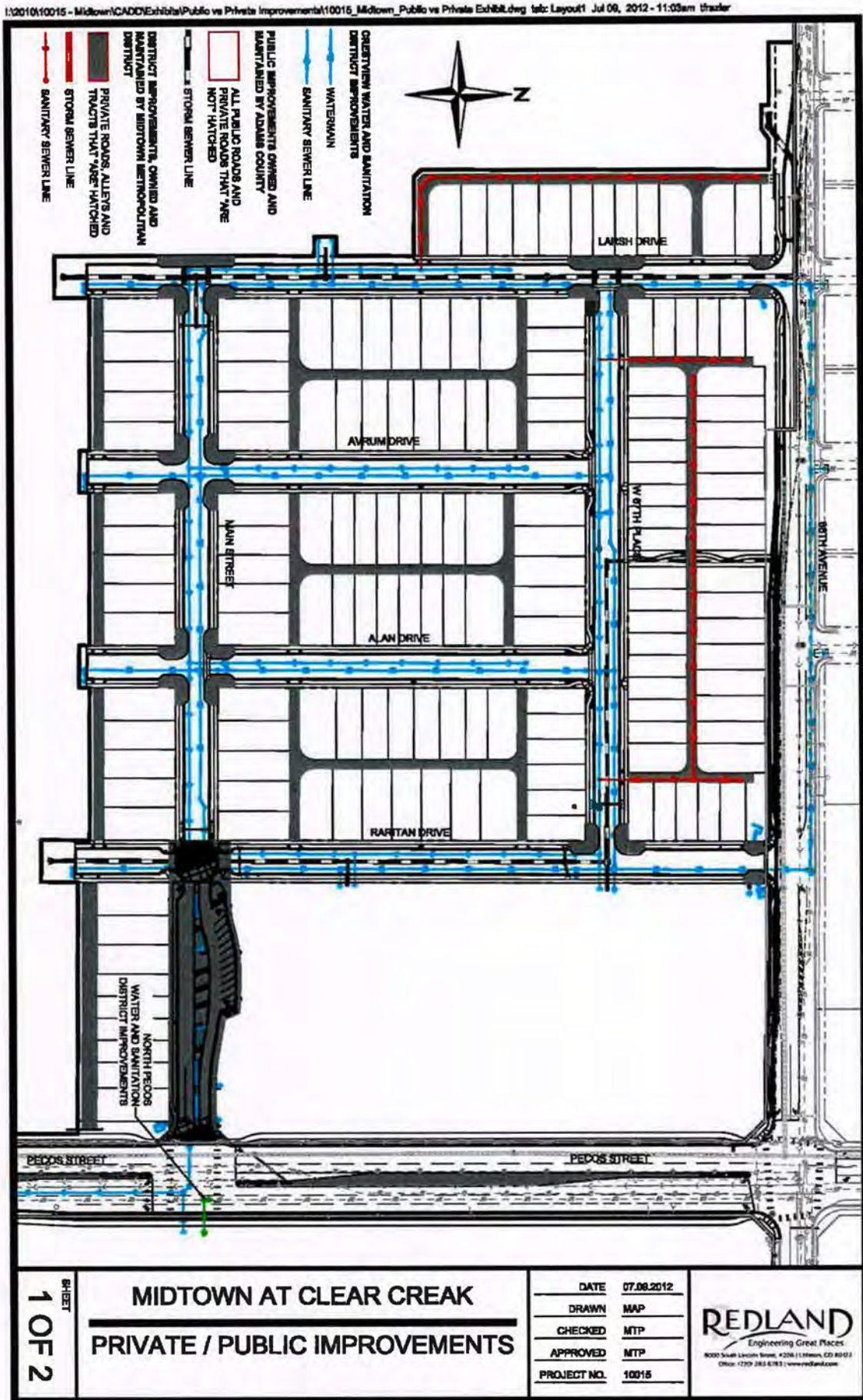


EXHIBIT D
 Public Private Map

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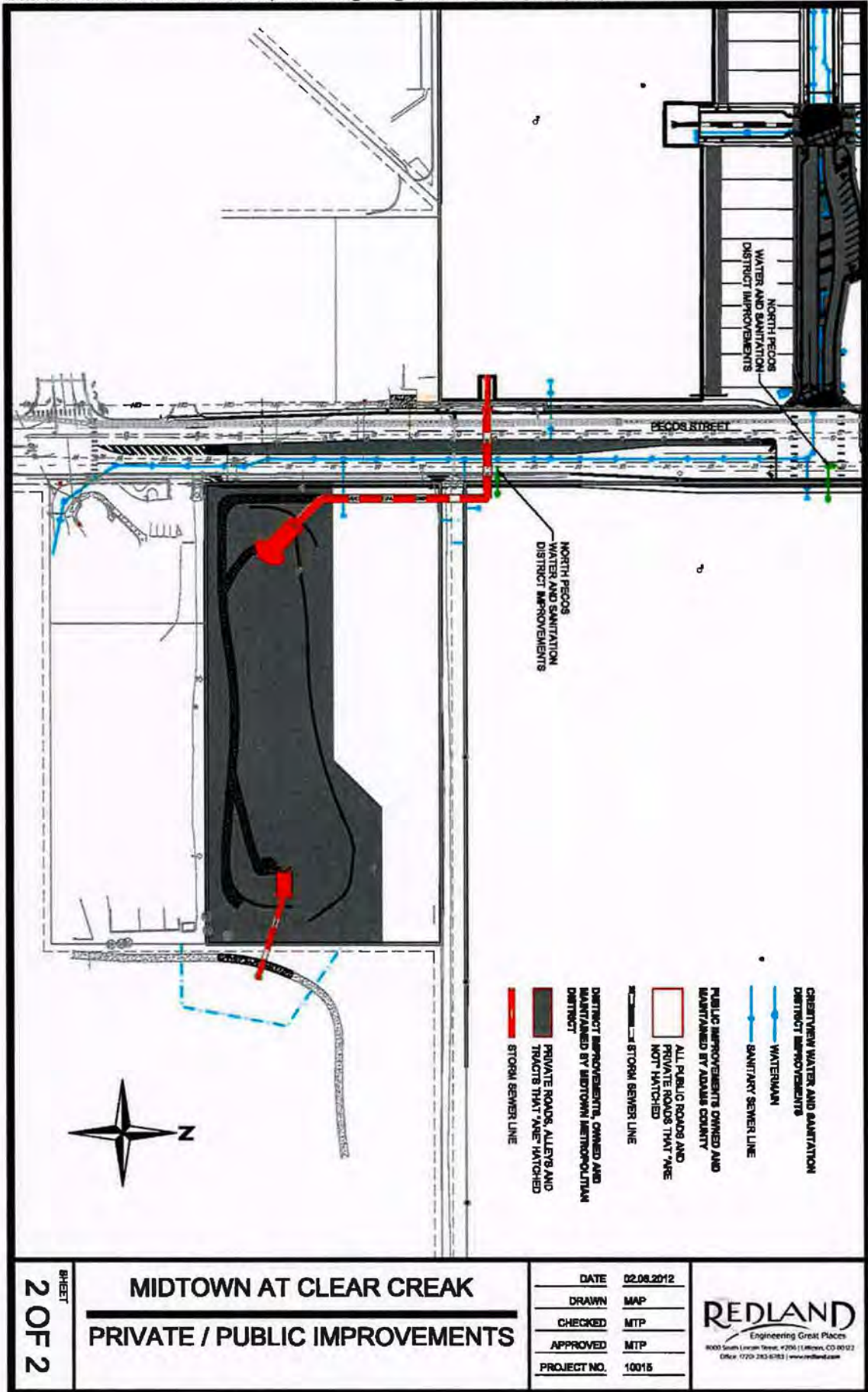




Exhibit A: Midtown Filing 1, Phase 1 B





PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: February 6, 2018
SUBJECT: Final Acceptance for the Public Improvements at the Midtown at Clear Creek Subdivision, Fil. No. 5, 67 th Ave. and Pecos Street
FROM: Jeffery A. Maxwell, P.E., PTOE, Director of Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approve a resolution granting Final Acceptance of the public improvements at the Midtown at Clear Creek Subdivision, Fil. No. 5, 67 th Avenue and Pecos Street, (Case No. PRC2014-00011 and PLT2014-00016).

BACKGROUND:

The Midtown at Clear Creek Subdivision Filing No. 5, is generally located at 67th Avenue and Pecos Street in unincorporated Adams County as indicated by the attached map (Exhibit A). The public improvements were granted Preliminary Acceptance on August 11, 2015. These public improvements have satisfactorily completed the guarantee period. Bond number BDTO500078016 has been placed as collateral in the amount of \$542,821.00 and will need to be released as part of this Final Acceptance.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

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

ATTACHED DOCUMENTS:

Resolution
Resolution No. 2015-363
Resolution No. 2014-353
Resolution No. 2014-352
Resolution No. 2014-341
Exhibit A

FISCAL IMPACT:

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

Fund:
Cost Center:

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			<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 FOR FINAL ACCEPTANCE OF PUBLIC IMPROVEMENTS CONSTRUCTED AT THE MIDTOWN AT CLEAR CREEK SUBDIVISION FILING NO. 5, CASE NO. PRC2014-00001 AND PLT2014-00016

WHEREAS, the required public street improvements have been constructed at the Midtown at Clear Creek Subdivision Filing No. 5, CASE NO. PRC2014-00001 and PLT2014-00016, in accordance with the approved construction drawings; and,

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

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

WHEREAS, the Adams County Public Works Department recommends Final Acceptance of the public improvements constructed at the Midtown at Clear Creek Subdivision Filing No. 5; and,

WHEREAS, in accordance with the Adams County Development Standards and Regulations, and the approved subdivision improvements agreement as approved by resolution numbers 2015-363, 2014-353, 2014-352 and resolution 2014-341, and the posted collateral as noted in bond number BDTO500078016 has been placed as collateral in the amount of \$542,821.00 will need to be released as part of this Final Acceptance.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the public improvements constructed at the Midtown at Clear Creek Subdivision Filing No. 5, be and hereby are accepted and approved in accordance with the provisions of the Adams County Development Standards and Regulations.

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDED AND RESTATED SUBDIVISION
IMPROVEMENTS AGREEMENT FOR MIDTOWN AT CLEAR CREEK FILING 5

Resolution 2015-363

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 or submit cash-in-lieu; and,

WHEREAS, on July 8, 2014, in Case No. PUD2013-00010, Midtown at Clear Creek Second Amendment to the Preliminary Development Plan, the Board of County Commissioners approved a Second Amendment to the approved Preliminary Development Plan; and,

WHEREAS, Condition Precedent No. 18 for Case No. PUD2013-00010 requires that an SIA be submitted with each Final Plat and final PUD application for each phase; and,

WHEREAS, the Developer desires to phase development of the Property in order to facilitate the overall development of the Property; and,

WHEREAS, on November 6, 2014, the Board of County Commissioners approved the SIA for Midtown at Clear Creek Filing No. 5 prior to approval of the Filing No. 5 Final Development Plan (PUD) and Preliminary/Final Plat applications in order to allow the Developer to begin construction of certain public improvements for street construction, dry utilities, storm drainage and other site improvements at the Developer's risk; and,

WHEREAS, on December 9, 2014, the Board of County Commissioners, in Case No. PRC2014-00011, Midtown at Clear Creek Filing No. 5, approved a Final Development Plan and Major Subdivision (Preliminary/Final Plat) to allow 96 lots on approximately 17.4 acres in the P-U-D, Planned Unit Development zone district; and,

WHEREAS, the Developer has provided collateral to meet the terms of the agreement; and,

WHEREAS, the Adams County Community and Economic Development Department recommends approval of the attached Amended and Restated Subdivision Improvements Agreement for Midtown at Clear Creek Filing 5, Case No. PRC2014-00011.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Amended and Restated Subdivision Improvements Agreement for Midtown at Clear Creek Filing 5, 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 this AGREEMENT on behalf of the County of Adams, State of Colorado.

Upon motion duly made and seconded the foregoing resolution was adopted by the following vote:

Tedesco _____ Aye
O'Dorisio _____ Aye
Henry _____ Aye
Hansen _____ Aye
Pawlowski _____ Aye
Commissioners

STATE OF COLORADO)
County of Adams)

I, Stan Martin, County Clerk and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid do hereby certify that the annexed and foregoing Order is truly copied from the Records of the Proceedings of the Board of County Commissioners for said Adams County, now in my office.


IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 11th day of August, A.D. 2015.

County Clerk and ex-officio Clerk of the Board of County Commissioners

Stan Martin:



By:

E-Signed by Erica Hannah 
VERIFY authenticity with e-Sign

Deputy

**AMENDED AND RESTATED
SUBDIVISION IMPROVEMENTS AGREEMENT
FOR MIDTOWN AT CLEAR CREEK FILING 5**

THIS AMENDED AND RESTATED SUBDIVISION IMPROVEMENTS AGREEMENT FOR MIDTOWN AT CLEAR CREEK FILING 5 (this "Agreement") is made and entered into by and between the County of Adams, State of Colorado, hereinafter called "County," and Midtown LLC, hereinafter called "Developer."

WITNESSETH:

WHEREAS, on the 6th day of November, 2014, the Developer and the County entered into a Subdivision Improvements Agreement for Midtown at Clear Creek Filing 5, which was recorded in the real property records in the County of Adams on November 10, 2014 at Reception No. 2014000078782.

WHEREAS, on December 9, 2014, the Developer and the County entered into an Addendum to Subdivision Improvements Agreement for Filing 5 (the "Addendum"), which was recorded in the real property records in the County of Adams on December 19, 2014 at Reception No. 2014000089364.

WHEREAS, the Developer and the County desire to amend and restate the Subdivision Improvements Agreement for Midtown at Clear Creek Filing 5 as set forth herein, but the Developer and County do not desire to or intend to amend the provisions of the Addendum.

WHEREAS, the Developer is the owner of that real property in the County of Adams, State of Colorado, that is legally 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 ("BoCC"), 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.

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

1. **Amended and Restated SIA But Addendum Not Modified.** The Developer and the County agree that the Subdivision Improvements Agreement for Midtown at Clear Creek Filing 5, which was recorded in the real property records in the County of Adams on November 10, 2014 at Reception No. 2014000078782, is fully amended, restated and superseded by this Agreement, but that the Addendum is not amended or modified by this Agreement. The Addendum is hereby ratified and confirmed and shall continue in full force and effect in accordance with its terms.
2. **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 in **Exhibit B** and depicted on **Exhibit C** and **Exhibit D** attached hereto, and by this reference made a part hereof. All construction plans and engineering reports prepared by the Developer in connection with the design and construction of the improvements described in **Exhibit B** and depicted on **Exhibit C** and **Exhibit D** must be first approved by the County.
3. **Drawings and Estimates.** The Developer shall furnish drawings and cost estimates for all improvements described in **Exhibit B** and depicted on **Exhibit C** and **Exhibit D** for approval by the County. Upon request the Developer shall furnish one set of "as built" drawings and a final statement of construction costs to the County.

4. **Construction.** Developer shall furnish and construct, at its own risk, and at its own expense and in accordance with drawings and materials approved by the County, the improvements described in **Exhibit B** and depicted on **Exhibit C** and **Exhibit D**. Developer will construct the improvements in two phases. First, Developer will construct the improvements described in **Exhibit B** as the Phase One Improvements and depicted on **Exhibit C**, (the “Phase One Improvements”). The Developer will install the sidewalks within Filing 5 described in **Exhibit B** as the Phase Two Improvements and depicted on **Exhibit D** (the “Phase Two Improvements”) in conjunction with the construction of residential dwellings within Filing 5.
5. **Preliminary Acceptance.**
 - a. **Phase One Improvements.** When the Developer has completed construction of the Phase One Improvements, it will provide the County with written notice of such completion. Preliminary Acceptance of the Phase One Improvements shall trigger the one (1) year warranty period for the Phase One Improvements. After granting Preliminary Acceptance of the Phase One Improvements, the County will issue building permits for the construction of residential dwellings within Filing 5 after receipt of proper application for such a building permit.
 - b. **Phase Two Improvements.** When the Developer has completed construction of the Phase Two Improvements, it will provide the County with written notice of such completion. Preliminary Acceptance of the Phase Two Improvements shall trigger the one (1) year warranty period for the Phase Two Improvements.
6. **Final Acceptance.**
 - a. **Phase One Improvements.** Upon the expiration of the one (1) year warranty for the Phase One Improvements, the Developer will request that the County issue Final Acceptance for the Phase One Improvements.
 - b. **Phase Two Improvements.** Upon the expiration of the one (1) year warranty for the Phase Two Improvements, the Developer will request that the County issue Final Acceptance for the Phase Two Improvements.
7. **Time for Completion.** All Phase One Improvements and Phase Two Improvements shall be completed according to the terms of this Agreement by the “final construction completion date” provided for in **Exhibit B**. The Developer may for good cause request, and the County may grant, an extension of time for completion of any part, or all, of the improvements appearing on said **Exhibit B**. Any extension of time shall be in writing and agreed to by the parties. The Developer shall be in default of this Agreement if the improvements are not completed by the “final construction completion date,” as amended.

A temporary pond is proposed as a part of the Mass Grading Plans, and has been bonded for as a part of the Erosion Control Permit and is a required improvement in order to receive Preliminary Acceptance for Filing No. 5. The temporary pond will be removed and replaced with the permanent pond improvements proposed as a part of future Filing 7. Permanent improvements to the temporary pond will be required if the Filing 7 permanent pond is not completed by December 31, 2017. These permanent improvements to the pond have been bonded for as a part of the Erosion Control Permit.

8. **Guarantee of Compliance/Collateral.**
 - a. **Type and Amount of Collateral** - Developer shall furnish to the County a performance bond, releasable only by the County, to guarantee compliance with this Agreement. Said collateral shall be in the initial amount of One Million Five Hundred Thirty Nine Thousand Two Hundred Fifty One and 00/100 U.S. Dollars, (\$1,539,251.00), which includes twenty percent (20%) for administration and five percent (5%) per year for

inflation for the term of this Agreement, (the "Bond"). The County shall release the Collateral in accordance with paragraph 8.b below.

b. Release of Collateral.

i. *Upon Preliminary Acceptance.* The Developer may request that the County release the Bond after the County's Preliminary Acceptance of the Phase One Improvements. If the Developer seeks to have the Bond released, the Developer must provide the County with a performance bond in the amount of Five Hundred Forty Two Thousand Eight Hundred Twenty One and 00/100 U.S. Dollars (\$542,821.00), (the "Phase Two Bond") to secure the completion of the Phase Two Improvements and maintenance of the the Phase One Improvements during the one (1) year warranty period. Within thirty (30) days after Preliminary Acceptance of the Phase One Improvements as provided for in Section 5 above, and the County's receipt of the Phase Two Bond, the County will return the Bond to the Developer and will execute any documents required by the Developer's bonding company to effectuate the release of the Bond.

ii. *Upon Final Acceptance.* Within thirty (30) days after Final Acceptance of all the Phase Two Improvements by the Board of County Commissioners, the County will return the Phase Two Bond to the Developer and will execute any documents required by the Developer's bonding company to effectuate the release of the Phase Two Bond.

9. **Accounting.** Developer shall fully account to the County for all costs incurred in the construction of any public improvements in which the County is participating, and the books and records of Developer relating to such public improvements shall be open to the County at all reasonable times for the purpose of auditing or verifying such costs, until the date of Final Acceptance of the improvements.

10. **Acceptance, Maintenance and Warranty of Public Improvements.** All improvements designated "public" on Exhibit E shall be public facilities and become the property of the County or other public agencies upon final acceptance of the improvements. During the period of one year from and after the Preliminary Acceptance of improvements, as provided for in Section 5, above, the Developer shall, at its own expense, make all needed repairs or replacement due to defective materials or workmanship that, in the opinion of the County, shall become 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. The County, however, will use all reasonable efforts to provide notice and an opportunity to respond to such emergency to the Developer prior to undertaking any repairs.

11. **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.

12. **Improvements and Dedication.** The undersigned Developer hereby agrees to provide the following improvements, and to dedicate the described property to the County.

a. **Improvements.** Designate separately each public and private improvement.

Public Improvements:

Public Improvements in Filing 5 shall include all roadway improvements (curb & gutter, sidewalk, pavement, storm sewer, street lights, signage and grading) for 66th Avenue, 66th Place, 67th Avenue, Osage Street, and Mariposa Court as shown in the approved construction plans for Midtown at Clear Creek Filing 5 and on Exhibit E. The

improvements shall be constructed in accordance with all County requirements and specifications, and the approved Construction Plans prepared by the Developer. All improvements shall be preliminarily accepted prior to the construction completion date indicated in **Exhibit B**.

Private Improvements:

None

- b. **Public dedication of land for right-of-way purposes or other public purpose.** Upon approval of the final plat for the development known as MIDTOWN AT CLEAR CREEK FILING 5 by the Board of County Commissioners, the Developer hereby agrees to convey by special warranty deed to the County of Adams the following described land for right-of-way or other public purposes:

66th Avenue, 66th Place, 67th Avenue, Osage Street, and Mariposa Court as shown on the final plat for Midtown at Clear Creek Filing 5.

12. **Notices.** All notices and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of service, if served personally on the party to whom notice is given, (ii) one business day after being deposited with a reputable overnight courier service, if delivered by overnight mail, (iii) upon confirmed facsimile transmission, or (iv) on the third day after mailing, if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed as follows:

To County at:

County of Adams
Adams County Government Center
4430 S. Adams County Parkway
Attention: _____
Telephone: 720-523-6116
Facsimile: 720-523-6114

with a copy to:

County of Adams
Adams County Government Center
4430 S. Adams County Parkway
5th Floor Suite C5000B
Attention: County Attorney
Facsimile: 720-523-6114

To Developer at:

Midtown LLC
Attention: John Warnick
Brookfield Residential
6465 S. Greenwood Plaza Blvd., Suite 700
Centennial, CO 80111
Facsimile: (303) 706-9453

with a copy to:

Foster Graham Milstein & Calisher, LLP
Attention: Jerri L. Jenkins, Esq.
360 S. Garfield Street, 6th Floor
Denver, Colorado 80209
Facsimile: (303) 333-9786

***** SIGNATURES ON FOLLOWING PAGE*****

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

DEVELOPER:

Midtown LLC, a
Colorado limited liability company

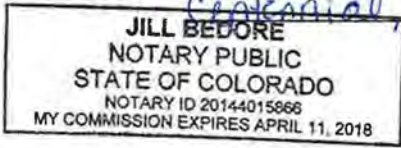
By:


John Warnick *Authorized Agent*

The foregoing instrument was acknowledged before me this 27th day of July, 2015, by John Warnick as Agent of Midtown LLC, a Colorado limited liability company, on behalf of the company.

My commission expires: 4-11-18

Address: 6465 Greenwood Plaza Blvd. #700 Centennial CO 80111 Jill Bedore
Notary Public



APPROVED BY resolution at the meeting of AUGUST 11, 2015.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO


Clerk of the Board


Chairman

EXHIBIT A

LEGAL DESCRIPTION

A PARCEL OF LAND BEING ALL OF LOT 1, BLOCK 11 AND ALL OF TRACT S, MIDTOWN AT CLEAR CREEK-FILING NO. 1 PLAT CORRECTION AS RECORDED AT RECEPTION NO. 2013000055576 OF THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE TOGETHER WITH A PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER-SOUTH SIXTEENTH CORNER OF SAID SECTION 4, AS MONUMENTED BY A 3-1/4" ALUMINUM CAP STAMPED "PLS 23519", IN A MONUMENT BOX WHENCE THE CENTER QUARTER CORNER OF SAID SECTION 4 MONUMENTED BY A 3-1/4" ALUMINUM CAP STAMPED "PLS 28664", IN A MONUMENT BOX, BEARS NORTH 00°00'15" EAST, A DISTANCE OF 1324.85 FEET FORMING THE BASIS OF BEARINGS USED IN THIS DESCRIPTION;

THENCE ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4, SOUTH 89°57'38" EAST, A DISTANCE OF 50.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF PECOS STREET AS DESCRIBED IN BOOK 3570 AT PAGE 303, IN SAID RECORDS AND THE POINT OF BEGINNING;

THENCE DEPARTING SAID SOUTH LINE, ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND THE EASTERLY RIGHT-OF-WAY LINE AS DESCRIBED IN BOOK 3570 AT PAGE 313 AND BOOK 3658 AT PAGE 687, IN SAID RECORDS, NORTH 00°00'15" EAST, A DISTANCE OF 562.68 FEET;

THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, SOUTH 45°07'55" EAST, A DISTANCE OF 25.20 FEET;

THENCE SOUTH 89°43'26" EAST, A DISTANCE OF 175.19 FEET;

THENCE NORTH 84°33'32" EAST, A DISTANCE OF 90.34 FEET;

THENCE SOUTH 89°43'26" EAST, A DISTANCE OF 290.07 FEET;

THENCE SOUTH 44°43'26" EAST, A DISTANCE OF 21.21 FEET;

THENCE SOUTH 89°43'26" EAST, A DISTANCE OF 370.00 FEET;

THENCE SOUTH 00°16'34" WEST, A DISTANCE OF 364.80 FEET;

THENCE SOUTH 89°43'26" EAST, A DISTANCE OF 195.00 FEET;

THENCE SOUTH 00°16'34" WEST, A DISTANCE OF 181.43 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF THAT PARCEL OF LAND AS DESCRIBED IN BOOK 2020 AT PAGE 586, IN SAID RECORDS;

THENCE ALONG SAID SOUTHERLY BOUNDARY, NORTH 89°57'38" WEST, A DISTANCE OF 528.53 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID LOT 1, BLOCK 11;

THENCE ALONG THE EASTERLY BOUNDARY OF SAID LOT 1, BLOCK 11 AND THE EASTERLY BOUNDARY OF SAID TRACT S, SOUTH 00°00'15" WEST, A DISTANCE OF 303.55 FEET TO THE SOUTHEASTERLY CORNER OF SAID TRACT S;

THENCE ALONG THE SOUTHERLY LINE OF SAID TRACT S, NORTH 89°57'38" WEST, A DISTANCE OF 621.85 FEET TO THE SOUTHWESTERLY CORNER OF SAID TRACT S AND A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF PECOS STREET AS DESCRIBED IN BOOK 3513 AT PAGE 49, IN SAID RECORDS;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY, NORTH 00°00'15" EAST, A DISTANCE OF 315.55 FEET TO THE POINT OF BEGINNING;

CONTAINING AN AREA OF 17.359 ACRES, (756,170 SQUARE FEET), MORE OR LESS.

EXHIBIT B

Midtown Filing 5 Public Improvements

To Be Provided by Redland

Midtown Filing 5 (W. 67th Ave.)

Phase One Improvements

Opinion of Probable Cost Estimate

Date: 6/04/2015

JN: 10015.9

Storm Sewer	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
18" RCP (0-8' depth)	430	LF	\$47.06	\$20,236
24" RCP (0-8' depth)	60	LF	\$72.64	\$4,358
36" RCP (0-8' depth)	72	LF	\$140.00	\$10,080
4' Dia. Manhole	1	EA	\$1,680.00	\$1,680
5' Dia. Manhole	2	EA	\$2,778.29	\$5,557
6' Dia. Manhole	3	EA	\$3,000.00	\$9,000
5' Type 'R' Inlet	2	EA	\$3,660.29	\$7,321
10' Type 'R' Inlet	1	EA	\$5,038.52	\$5,039
Storm Sewer Subtotal				\$63,270
Street Improvements	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Concrete				
6" Vertical Curb and Gutter (2' Pan)	2,358	LF	\$16.00	\$37,728
Mid-Block Ramp	4	EA	\$480.00	\$1,920
Curb Return w/ Handicap Ramp (15' Radius)	8	EA	\$800.00	\$6,400
Alley Curb Cut / Approach	3	EA	\$1,200.00	\$3,600
8' Concrete Crosspan	1	EA	\$2,400.00	\$2,400
Paving				
Subgrade Prep - Street	5,060	SY	\$8.00	\$40,480
Asphalt (Bottom Lift)	801	TON	\$68.00	\$54,446
Adjust Manhole to Grade	10	EA	\$455.00	\$4,550
Adjust Valves to Grade	9	EA	\$200.00	\$1,800
Sweep Streets	3,578	SY	\$0.16	\$572
Signage				
Street Signs and Barricades	15	EA	\$688.00	\$10,320
Street Subtotal				\$164,216
Dry Utilities				
Street Light (Local)	9	EA	\$6,400.00	\$57,600
Street Subtotal				\$57,600
W. 67th Ave. - Phase 1 Total				\$285,086

Midtown Filing 5 (W. 66th Pl.)

Phase One Improvements

Opinion of Probable Cost Estimate

Date: 6/04/2015

JN: 10015.9

Street Improvements	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Concrete				
6" Vertical Curb and Gutter (2' Pan)	1,156	LF	\$16.00	\$18,496
Curb Return w/ Handicap Ramp (15' Radius)	4	EA	\$800.00	\$3,200
Alley Curb Cut / Approach	4	EA	\$1,200.00	\$4,800
8' Concrete Crosspan	2	EA	\$2,400.00	\$4,800
Paving				
Subgrade Prep - Street	5,671	SY	\$8.00	\$45,368
Asphalt (Bottom Lift)	508	TON	\$68.00	\$34,512
Adjust Manhole to Grade	2	EA	\$455.00	\$910
Adjust Valves to Grade	6	EA	\$200.00	\$1,200
Sweep Streets	2,268	SY	\$0.16	\$363
Signage				
Street Signs and Barricades	2	EA	\$688.00	\$1,376
Street Subtotal				\$115,025
Dry Utilities				
Street Light (Local)	2	EA	\$6,400.00	\$12,800
Street Subtotal				\$12,800
W. 66th Pl. - Phase 1 Total				\$127,825

Midtown Filing 5 (W. 66th Ave.)

Phase One Improvements

Opinion of Probable Cost Estimate

Date: 6/04/2015

Storm Sewer	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
18" RCP (0-8' depth)	100	LF	\$47.06	\$4,706
24" RCP (0-8' depth)	10	LF	\$72.64	\$726
36" RCP (0-8' depth)	120	LF	\$140.00	\$16,800
42" RCP (0-8' depth)	108	LF	\$207.42	\$22,401
6' Dia. Manhole	4	EA	\$3,000.00	\$12,000
Box Base Manhole	1	EA	\$6,944.32	\$6,944
5' Type 'R' Inlet	1	EA	\$3,660.29	\$3,660
10' Type 'R' Inlet	1	EA	\$5,038.52	\$5,039
Type 'C' Inlet	1	EA	\$590.78	\$591
Storm Sewer Subtotal				\$72,868

Street Improvements	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Concrete				
Removal of Existing Curb Cut on Pecos Street	200	SF	\$6.00	\$1,200
Replace 6" Vertical Curb on Pecos Street	30	LF	\$16.00	\$480
6" Vertical Curb and Gutter (2' Pan)	1,921	LF	\$16.00	\$30,736
Alley Curb Cut / Approach	2	EA	\$1,200.00	\$2,400
Paving				
Subgrade Prep - Street	4,164	SY	\$8.00	\$33,312
Asphalt (Bottom Lift)	801	TON	\$68.00	\$54,449
Adjust Manhole to Grade	14	EA	\$455.00	\$6,370
Adjust Valves to Grade	6	EA	\$200.00	\$1,200
Sweep Streets	3,575	SY	\$0.16	\$572
Signage				
Street Signs and Barricades	1	EA	\$688.00	\$688
Street Subtotal				\$131,407
Dry Utilities				
Street Light (Local)	3	EA	\$6,400.00	\$19,200
Street Subtotal				\$19,200
W. 66th Ave. - Phase 1 Total				\$223,475

Midtown Filing 5 (Osage St. - Phase 1)

Phase One Improvements

Opinion of Probable Cost Estimate

Date: 6/04/2015

JN: 10015.9

Storm Sewer	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
24" RCP (0-8' depth)	460	LF	\$72.64	\$33,414
6' Dia. Manhole	1	EA	\$3,000.00	\$3,000
Storm Sewer Subtotal				\$36,414

Street Improvements	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Concrete				
6" Vertical Curb and Gutter (2' Pan)	667	LF	\$16.00	\$10,672
Alley Curb Cut / Approach	2	EA	\$1,200.00	\$2,400
8' Concrete Crosspan	1	EA	\$2,400.00	\$2,400
Paving				
Subgrade Prep - Street	3,533	SY	\$8.00	\$28,264
Asphalt (Bottom Lift)	316	TON	\$68.00	\$21,521
Adjust Manhole to Grade	2	EA	\$455.00	\$910
Adjust Valves to Grade	4	EA	\$200.00	\$800
Sweep Streets	1,413	SY	\$0.16	\$226
Signage				
Street Signs and Barricades	4	EA	\$688.00	\$2,752
Street Subtotal				\$69,945
Dry Utilities				
Street Light (Local)	2	EA	\$6,400.00	\$12,800
Street Subtotal				\$12,800
Osage St. - Phase 1 Total				\$119,159

Midtown Filing 5 (Mariposa Ct. - Phase 1)

Phase One Improvements

Opinion of Probable Cost Estimate

Date: 6/04/2015

JN: 10015.9

Storm Sewer	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
24" RCP (0-8' depth)	460	LF	\$72.64	\$33,414
5' Dia. Manhole	1	EA	\$2,778.29	\$2,778
Storm Sewer Subtotal ^f				\$36,193
Street Improvements	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Concrete				
6" Vertical Curb and Gutter (2' Pan)	667	LF	\$16.00	\$10,672
Alley Curb Cut / Approach	2	EA	\$1,200.00	\$2,400
8' Concrete Crosspan	1	EA	\$2,400.00	\$2,400
Paving				
Subgrade Prep - Street	3,533	SY	\$8.00	\$28,264
Asphalt (Bottom Lift)	316	TON	\$68.00	\$21,521
Adjust Manhole to Grade	2	EA	\$455.00	\$910
Adjust Valves to Grade	4	EA	\$200.00	\$800
Sweep Streets	1,413	SY	\$0.16	\$226
Signage				
Street Signs and Barricades	5	EA	\$688.00	\$3,440
Street Subtotal				\$70,633
Dry Utilities				
Street Light (Local)	2	EA	\$6,400.00	\$12,800
Street Subtotal				\$12,800
Mariposa Ct. - Phase 1 Total^f				\$119,625

Midtown Filing 5 (Summary)

Phase One Improvements

Opinion of Probable Cost Estimate

Date: 6/04/2015

JN: 10015.9

Grading	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Cut to Fill (Estimated 15,000 Import)	11,522	CY	\$2.10	\$24,196
Strippings (Topsoil)	19,400	CY	\$2.30	\$44,620
Grading Subtotal				\$68,816
Storm Sewer	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
18" RCP (0-8' depth)	530	LF	\$47.06	\$24,942
24" RCP (0-8' depth)	990	LF	\$72.64	\$71,914
36" RCP (0-8' depth)	192	LF	\$140.00	\$26,880
42" RCP (0-8' depth)	108	LF	\$207.42	\$22,401
4' Dia. Manhole	1	EA	\$1,680.00	\$1,680
5' Dia. Manhole	3	EA	\$2,778.29	\$8,335
6' Dia. Manhole	8	EA	\$3,000.00	\$24,000
Box Base Manhole	1	EA	\$6,944.32	\$6,944
5' Type 'R' Inlet	3	EA	\$3,660.29	\$10,981
10' Type 'R' Inlet	2	EA	\$5,038.52	\$10,077
Type 'C' Inlet	1	EA	\$590.78	\$591
10' Type 'R' Inlet	2	EA	\$5,038.52	\$10,077
Storm Sewer Subtotal				\$218,822
Street Improvements	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Concrete				
Removal of Existing Curb Cut on Pecos Street	200	SF	\$6.00	\$1,200
Replace 6" Vertical Curb on Pecos Street	30	LF	\$16.00	\$480
6" Vertical Curb and Gutter (2' Pan)	6,769	LF	\$16.00	\$108,304
Subgrade Prep - Concrete Walk	0	SY	\$0.72	\$0
5' Concrete Walk	0	SY	\$34.69	\$0
Mid-Block Ramp	4	EA	\$480.00	\$1,920
Curb Return w/ Handicap Ramp (15' Radius)	12	EA	\$800.00	\$9,600
Alley Curb Cut / Approach	13	EA	\$1,200.00	\$15,600
8' Concrete Crosspan	5	EA	\$2,400.00	\$12,000
Paving				
Subgrade Prep - Street	21,961	SY	\$8.00	\$175,688
Asphalt (Bottom Lift)	2,742	TON	\$68.00	\$186,447
Asphalt (Top Lift)	0	TON	\$68.00	\$0
Adjust Manhole to Grade	30	EA	\$455.00	\$13,650
Adjust Valves to Grade	29	EA	\$200.00	\$5,800
Sweep Streets	12,247	SY	\$0.16	\$1,960
Signage				
Street Signs and Barricades	27	EA	\$688.00	\$18,576
Street Subtotal				\$551,225
Dry Utilities				
Street Light (Local)	18	EA	\$6,400.00	\$115,200
Street Subtotal				\$115,200
Total Cost				\$954,063
Contingency				\$95,410
Total				\$1,049,473
Additional 20% Administration				\$209,900
5% Inflation per Year				\$52,480
Phase 1 Total				\$1,311,853

Midtown Filing 5 (W. 67th Ave.)

Phase Two Improvements
Opinion of Probable Cost Estimate
Date: 6/04/2015
JN: 10015.9

Street Improvements	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Concrete				
Subgrade Prep - Concrete Walk	1,255	SY	\$0.72	\$904
5' Concrete Walk	1,255	SY	\$34.69	\$43,522
Paving				
Asphalt (Top Lift)	402	TON	\$68.00	\$27,305
			Street Subtotal	\$71,730
W. 67th Ave. - Phase 2 Total				\$71,730

Midtown Filing 5 (W. 66th Pl.)

Phase Two Improvements
Opinion of Probable Cost Estimate
Date: 6/04/2015
JN: 10015.9

Street Improvements	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Concrete				
Subgrade Prep - Concrete Walk	740	SY	\$0.72	\$533
5' Concrete Walk	740	SY	\$34.69	\$25,671
Paving				
Asphalt (Top Lift)	255	TON	\$68.00	\$17,308
			Street Subtotal	\$43,511
W. 66th Pl. - Phase 2 Total				\$43,511

Midtown Filing 5 (W. 66th Ave.)

Phase Two Improvements
Opinion of Probable Cost Estimate
Date: 6/04/2015
JN: 10015.9

Street Improvements	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Concrete				
Subgrade Prep - Concrete Walk	957	SY	\$0.72	\$689
5' Concrete Walk	957	SY	\$34.69	\$33,198
Paving				
Asphalt (Top Lift)	400	TON	\$68.00	\$27,233
			Street Subtotal	\$61,120
W. 66th Ave. - Phase 2 Total				\$61,120

Midtown Filing 5 (Osage St.)

Phase Two Improvements
Opinion of Probable Cost Estimate
Date: 6/04/2015
JN: 10015.9

Street Improvements	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Concrete				
Subgrade Prep - Concrete Walk	409	SY	\$0.72	\$294
5' Concrete Walk	409	SY	\$34.69	\$14,188
Paving				
Asphalt (Top Lift)	158	TON	\$68.00	\$10,761
			Street Subtotal	\$25,244
Osage St. - Phase 2 Total				\$25,244

Midtown Filing 5 (Mariposa Ct.)

Phase Two Improvements
Opinion of Probable Cost Estimate
Date: 6/04/2015
JN: 10015.9

Street Improvements	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Concrete				
Subgrade Prep - Concrete Walk	409	SY	\$0.72	\$294
5' Concrete Walk	409	SY	\$34.69	\$14,188
Paving				
Asphalt (Top Lift)	158	TON	\$68.00	\$10,760
			Street Subtotal	\$25,243
Mariposa Ct. - Phase 2 Total				\$25,243

Midtown Filing 5 (Phase 2 Summary)

Phase Two Improvements
Opinion of Probable Cost Estimate
 Date: 6/04/2015
 JN: 10015.9

Street Improvements	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Concrete				
Subgrade Prep - Concrete Walk	3,770	SY	\$0.72	\$2,720
5' Concrete Walk	3,770	SY	\$34.69	\$130,767
Paving				
Asphalt (Top Lift)	1,373	TON	\$68.00	\$93,366
			Street Subtotal	\$226,854
			Total Cost	\$226,854
			Contingency	\$22,690
			Total	\$249,544
			Additional 20% Administration	\$49,910
			5% Inflation per Year	\$12,480
			Phase 1 Total	\$311,934

Midtown Filing 5 (Summary)
Phase One and Phase Two Improvements

Opinion of Probable Cost Estimate
Date: 6/04/2015
JN: 10015.9

Grading	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Cut to Fill (Estimated 15,000 Import)		CY	\$2.10	\$7,920
Strippings (Topsoil)	19,400	CY	\$2.30	\$44,620
			Grading Subtotal	\$52,540

Storm Sewer	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
18" RCP (0-8' depth)	530	LF	\$47.06	\$24,950
24" RCP (0-8' depth)	1,270	LF	\$72.64	\$92,260
36" RCP (0-8' depth)	192	LF	\$140.00	\$26,880
42" RCP (0-8' depth)	108	LF	\$207.42	\$22,410
24" Flared End Section	2	EA	\$1,600.00	\$3,200
4' Dia. Manhole	1	EA	\$1,680.00	\$1,680
5' Dia. Manhole	6	EA	\$2,778.29	\$16,670
6' Dia. Manhole	8	EA	\$3,000.00	\$24,000
Box Base Manhole	1	EA	\$6,944.32	\$6,950
5' Type 'R' Inlet	3	EA	\$3,660.29	\$10,990
10' Type 'R' Inlet	2	EA	\$5,038.52	\$10,080
Type 'C' Inlet	2	EA	\$590.78	\$1,190
Pond Outlet Structure	1	EA	\$15,000.00	\$15,000
10' Type 'R' Inlet	2	EA	\$5,038.52	\$10,080
Type 'M' Rip Rap	45	EA	\$85.00	\$3,830
			Storm Sewer Subtotal	\$270,170

Street Improvements	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Concrete				
Removal of Existing Curb Cut on Pecos Street	200	SF	\$6.00	\$1,200
Replace 6" Vertical Curb on Pecos Street	30	LF	\$16.00	\$480
6" Vertical Curb and Gutter (2' Pan)	6,769	LF	\$16.00	\$108,310
Subgrade Prep - Concrete Walk	3,770	SY	\$0.72	\$2,720
5' Concrete Walk	3,770	SY	\$34.69	\$130,767
Mid-Block Ramp	4	EA	\$480.00	\$1,920
Curb Return w/ Handicap Ramp (15' Radius)	12	EA	\$800.00	\$9,600
Alley Curb Cut / Approach	13	EA	\$1,200.00	\$15,600
8' Concrete Crossspan	5	EA	\$2,400.00	\$12,000
Paving				
Subgrade Prep - Street	21,961	SY	\$8.00	\$175,688
Asphalt (Bottom Lift)	2,742	TON	\$68.00	\$186,447
Asphalt (Top Lift)	1,373	TON	\$68.00	\$93,366
Adjust Manhole to Grade	30	EA	\$455.00	\$13,650
Adjust Valves to Grade	29	EA	\$200.00	\$5,800
Sweep Streets	12,247	SY	\$0.16	\$1,960
Signage				
Street Signs and Barricades	27	EA	\$688.00	\$18,576
			Street Subtotal	\$778,085
Dry Utilities				
Street Light (Local)	18	EA	\$6,400.00	\$115,200
			Street Subtotal	\$115,200

Filing 5 Sub-total \$1,163,455

Additional 20% Administration \$232,691
5% Inflation per Year \$69,807
5% Inflation per Year Two \$73,298
Filing 5 Grand Total \$1,539,251

Midtown Filing 5 (Temporary Sediment Pond Outfall)

Opinion of Probable Cost Estimate

Date: 6/04/2015

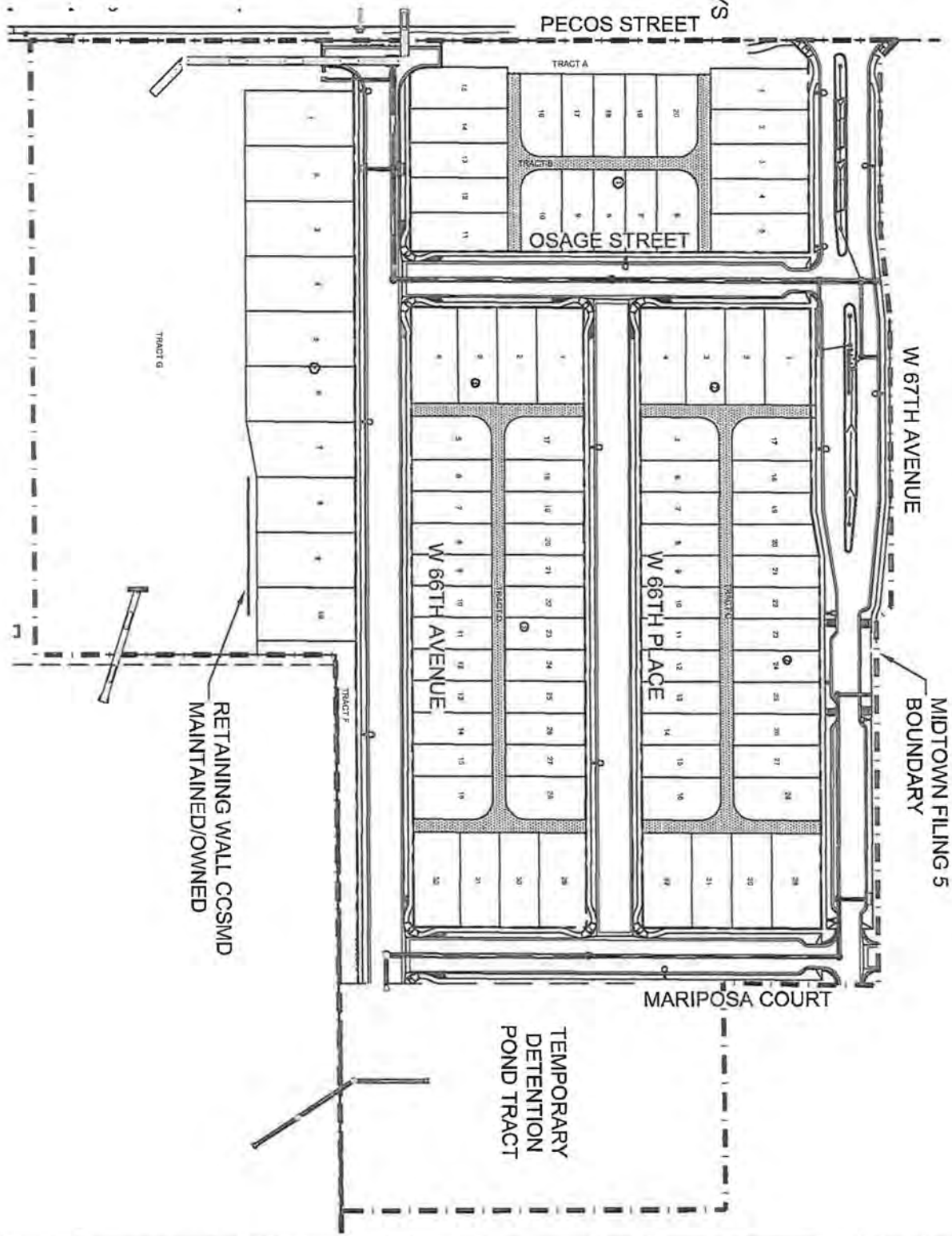
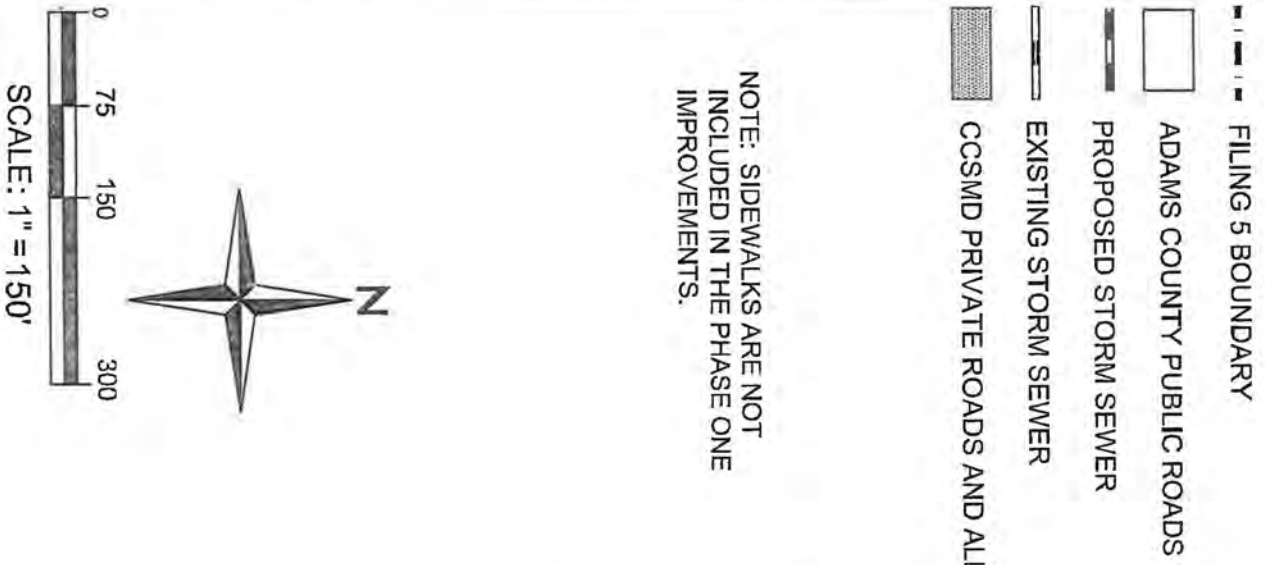
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The below costs were previously bonded for with Erosion Sediment Control Permit number CSI2014-00004

Temporary Sediment Pond Outfall	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
8" PVC Riser Pipe	17	LF	\$37.77	\$642.09
24" RCP Storm Sewer	175	LF	\$72.65	\$12,713.75
24" Flared End Section	1	EA	\$1,934.19	\$1,934.19
6' Diameter Manhole	2	EA	\$3,000.00	\$6,000.00
Outlet Structure/Micropool	1	EA	\$16,453.24	\$16,453.24
Forbay	1	EA	\$17,948.00	\$17,948.00
Riprap (Spillway)	77	CY	\$72.00	\$5,544.00
Riprap (Outlet)	11	CY	\$72.00	\$792.00
Concrete Trail Removal	23	SY	\$8.99	\$206.77
Concrete Trail Replacement	23	SY	\$53.32	\$1,226.36
Temporary Sediment Pond Outfall Subtotal ^p				\$63,460.40
Contingency (10% of Temporary Sediment Pond Outfall Subtotal) ^r				\$6,346.04
Temporary Sediment Pond Outfall Total^r				\$69,806.44

EXHIBIT C

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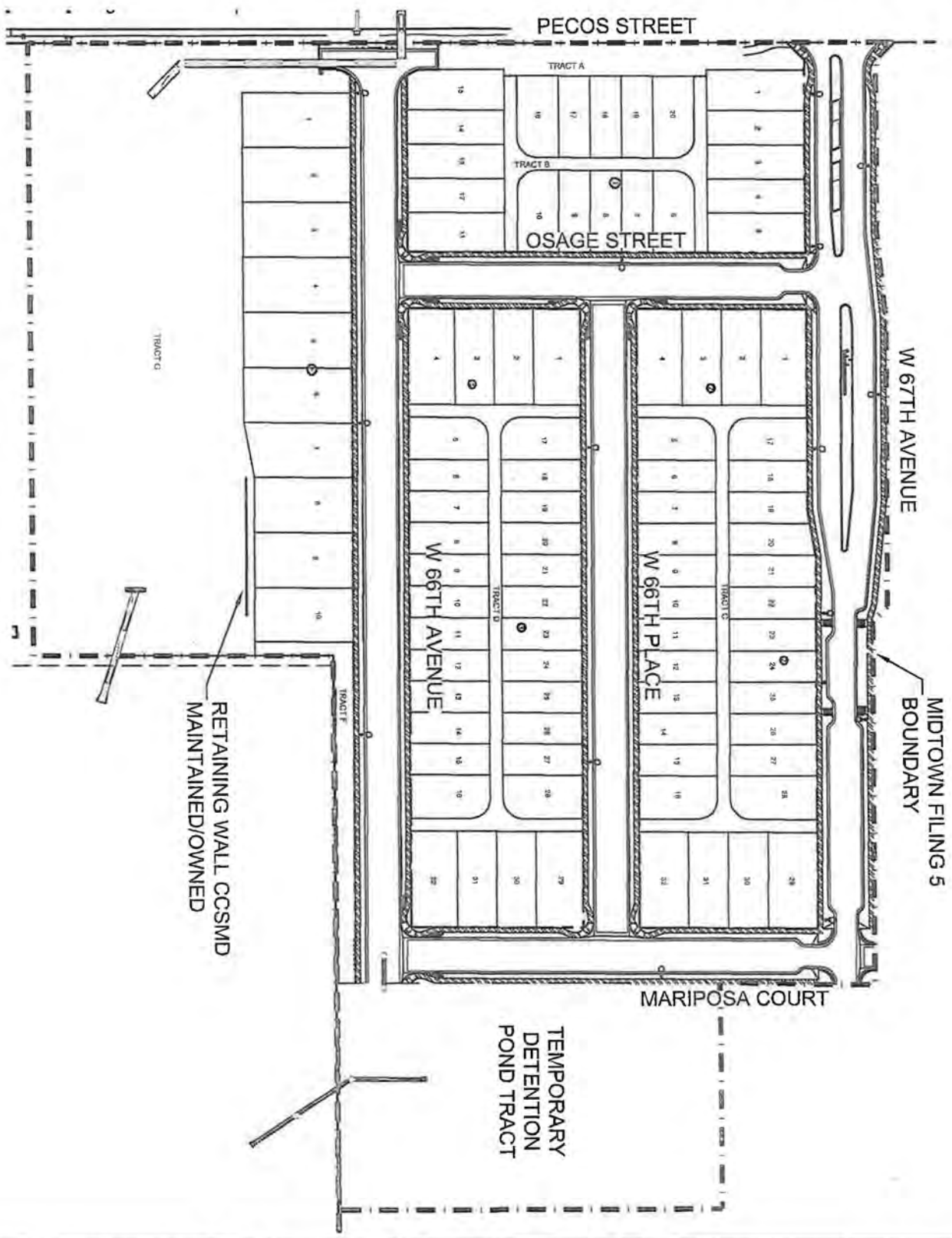
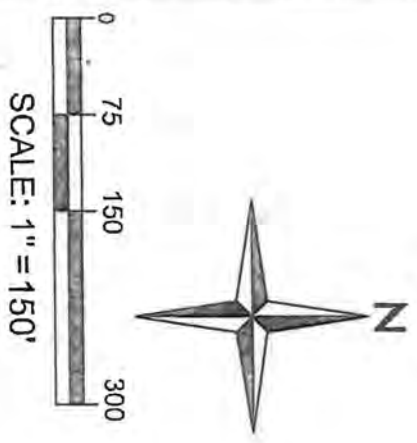


MIDTOWN FILING 5
PHASE ONE IMPROVEMENTS
SUBDIVISION IMPROVEMENT AGREEMENT
ADAMS COUNTY CO

DATE	06.03.2015
PROJ. NO.	10015.9
SHEET	EXHIBIT C

EXHIBIT D

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MIDTOWN FILING 5

PHASE TWO IMPROVEMENTS

SUBDIVISION IMPROVEMENT AGREEMENT
ADAMS COUNTY CO

DATE 06.03.2015
PROJ. NO. 10015.9

SHEET
EXHIBIT D

EXHIBIT E

--- FILING 5 BOUNDARY

CRESTVIEW WATER AND SANITATION DISTRICT IMPROVEMENTS

—DSS— SANITARY SEWER LINE

PUBLIC IMPROVEMENTS OWNED AND MAINTAINED BY ADAMS COUNTY

□ ALL PUBLIC ROADS AND PRIVATE ROADS THAT "ARE NOT" HATCHED

▬ PROPOSED STORM SEWER

▬ EXISTING STORM SEWER

DISTRICT IMPROVEMENTS, OWNED AND MAINTAINED BY CLEAR CREEK STATION METROPOLITAN DISTRICT (CCSMD)

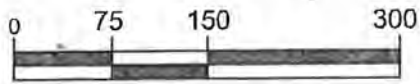
▨ PRIVATE ROADS AND ALLEYS THAT "ARE" HATCHED

→ MEDIAN DRAIN

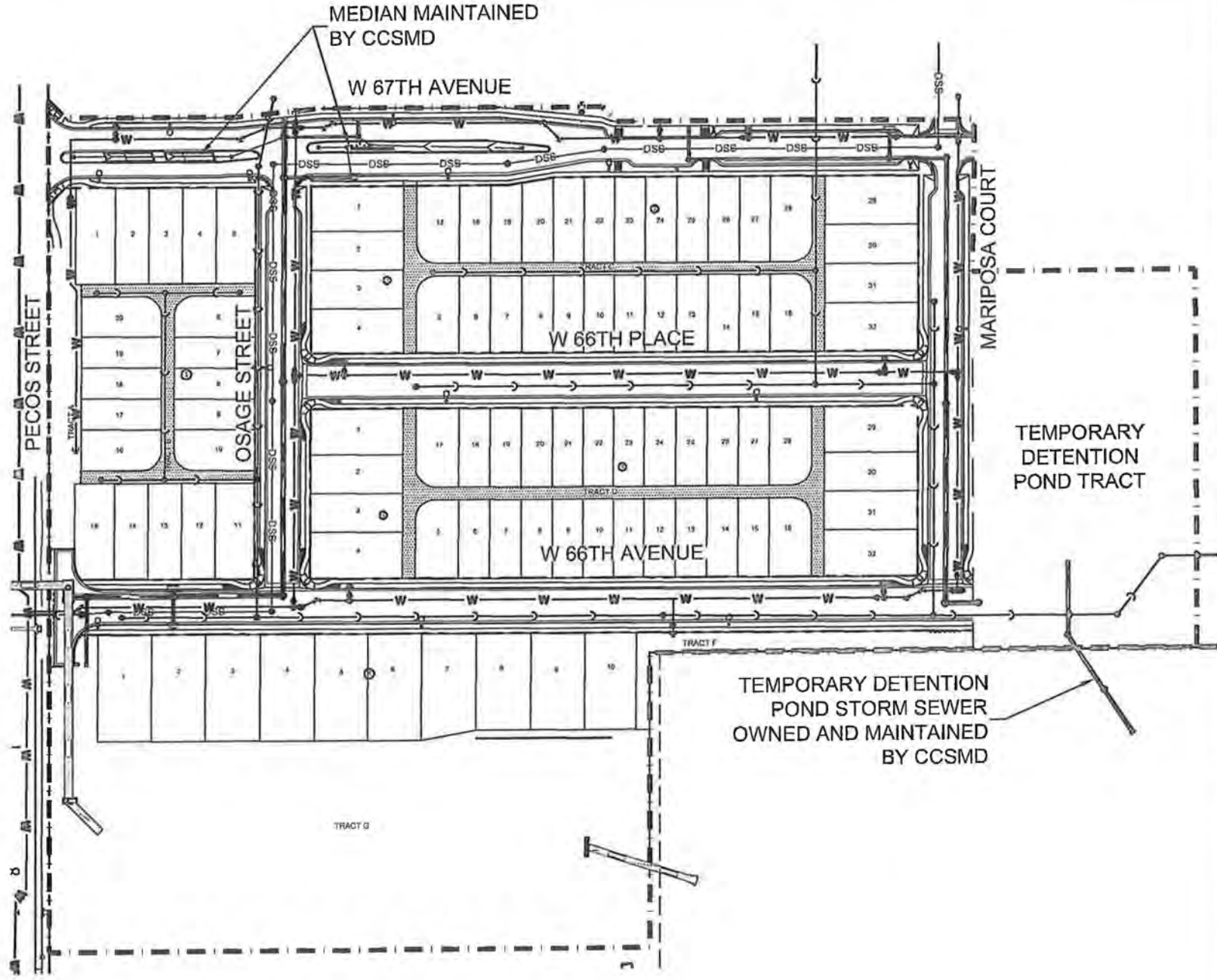
NORTH PECOS WATER AND SANITATION DISTRICT

→ SANITARY SEWER LINE

—W— WATER LINE



SCALE: 1" = 150'



DATE 06.03.2015
PROJ. NO. 10015.9

SHEET
EXHIBIT E

MIDTOWN FILING 5
PRIVATE / PUBLIC IMPROVEMENTS
SUBDIVISION IMPROVEMENT AGREEMENT
ADAMS COUNTY CO



STATE OF COLORADO)
COUNTY OF ADAMS)

At a regular meeting of the Board of County Commissioners for Adams County, Colorado, held at the Government Center in Brighton, Colorado on the 9th day of December, 2014 there were present:

Charles "Chaz" Tedesco _____ Chair
Eva J. Henry _____ Commissioner
Erik Hansen _____ Commissioner - Excused
Heidi Miller _____ County Attorney
Mark Moskowitz, Deputy _____ Clerk of the Board

when the following proceedings, among others were held and done, to-wit:

Resolution 2014-353

RESOLUTION APPROVING AN ADDENDUM TO THE SUBDIVISION IMPROVEMENTS AGREEMENT WITH MIDTOWN LLC FOR FILING NO. 5

WHEREAS, on July 8, 2014, in Case No. PUD2013-00010, Midtown at Clear Creek Second Amendment to the Preliminary Development Plan, the Board of County Commissioners approved a Second Amendment to the approved Preliminary Development Plan; and,

WHEREAS, Condition Precedent No. 18 for Case No. PUD2013-00010 requires that an SIA be submitted with each Final Plat and final PUD application for each phase; and,

WHEREAS, the Developer desires to phase development of the Property in order to facilitate the overall development of the Property; and,

WHEREAS, on November 6, 2014, the Board of County Commissioners approved the SIA for Midtown at Clear Creek Filing No. 5 prior to approval of the Filing No. 5 Final Development Plan (PUD) and Preliminary/Final Plat applications in order to allow the developer to begin construction of certain public improvements for street construction, dry utilities, storm drainage and other site improvements at the Developer's risk; and,

WHEREAS, on December 9, 2014, the Board of County Commissioners, in Case No. PRC2014-00011, Midtown at Clear Creek Filing No. 5, approved a Final Development Plan and Major Subdivision (Preliminary/Final Plat) to allow 96 lots on approximately 17.4 acres in the P-U-D, Planned Unit Development zone district; and

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 or submit cash-in-lieu; and,

WHEREAS, the Developer has provided collateral to meet the terms of the agreement; and,

WHEREAS, the Adams County Planning and Development Department recommends approval of the attached Addendum to Subdivision Improvements Agreement with Midtown LLC for Filing No. 5, Case No. PRC2014-00011.

Upon motion duly made and seconded the foregoing resolution was adopted by the following vote:

Henry _____ Aye
Tedesco _____ Aye
Hansen _____ Excused
Commissioners

STATE OF COLORADO)
County of Adams)

I, Karen Long, County Clerk and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid do hereby certify that the annexed and foregoing Order is truly copied from the Records of the Proceedings of the Board of County Commissioners for said Adams County, now in my office.

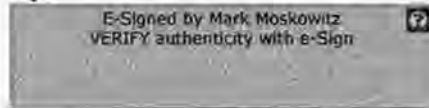
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 9th day of December, A.D. 2014.

County Clerk and ex-officio Clerk of the Board of County Commissioners

Karen Long:



By:



Deputy



**ADDENDUM TO SUBDIVISION IMPROVEMENTS AGREEMENT
WITH MIDTOWN LLC, CASE NO. PLT2014-00016, WHICH IS PART OF CASE NO.
PRC2014-00011, MIDTOWN AT CLEAR CREEK FILING NO. 5**

THIS ADDENDUM ("Addendum") is made and entered into by and between the County of Adams, State of Colorado, hereinafter called "County," and Midtown LLC, 188 Inverness Drive West, Suite 150, Englewood, Colorado 80112, hereinafter called "Developer," and collectively referred to hereinafter as the "parties." This amended agreement ("Agreement") supplements and amends the previous subdivision improvement agreement of the parties made and entered into on or about November 6, 2014.

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, This Addendum to the Subdivision Improvements Agreement is an addendum to the existing "Midtown Subdivision Improvements Agreement with Midtown LLC for Midtown at Clear Creek Filing No. 5, Case No. PRC2014-00011 that was approved by the BoCC on the November 6, 2014 and recorded at Reception No. 2014000078782 ("Original Agreement") and by this reference made a part hereof.

WHEREAS, All provisions and conditions agreed to within the Original Agreement shall continue in full force and effect, subsequent to the execution of this Addendum, unless expressly amended hereby.

WHEREAS, The Developer desires to phase development of the Property in a single phase (Filing 4) in order to facilitate the overall development of the Property.

WHEREAS, It is provided by resolution of the Board of County Commissioners ("BoCC"), 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.

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 and agreed to within the Original Agreement.
2. **Design Services.** Developer shall furnish, at its own expense, all engineering, design, and other services in connection with the design and construction of the public improvements and landscaping as described and detailed on Exhibit "E" attached hereto, and incorporated herein by this reference.
3. **Drawings and Estimates.** The Developer shall furnish drawings and cost estimates for all improvements described and detailed on Exhibit "E" for approval by the County. Same shall be subject to modification based on the approved final plat. Any such modifications shall be the sole responsibility of the Developer. Upon request, the Developer shall furnish a final statement of installation cost to the County.
4. **Construction.** Developer shall furnish and construct, at its own expense and in accordance with drawings and materials approved by the County, the landscaping described and detailed on Exhibit "E".
5. **Time for Completion.** Landscaping or county approved best management practice ("BMPs") shall be installed according to the terms of this Addendum and those terms agreed upon in the Final Development Plan. Landscaping or approved BMPs shall be adjacent to

each residential lot prior to issuance of a Certificate of Occupancy (“C/O”) for that lot. Landscaping in open space tracts must be completed within the “construction completion date” appearing in Exhibit “E”, 12/1/2017. A C/O may be requested by Developer or Developer’s designee and issued by the County in its sole discretion upon a showing of good cause why final landscaping cannot be installed, but in no event shall a C/O be issued prior to the installation of temporary BMPs in the interim of final landscaping. The County may for good cause grant an extension of time for completion of any part or all of improvements appearing on said Exhibit “E”. Any extension of time shall be in written form only.

6. **Guarantee of Compliance.** The Developer shall submit bonds as collateral for the items listed in Exhibit “E”. Said collateral is releasable only by the County, to guarantee compliance with this agreement, which includes twenty percent (20%) to cover administration and five percent (5%) per year for the term of the Addendum to cover inflation. Said collateral shall be in the amount of \$228,049.69 for the common area landscaping tracts, tree lawns, and Neighborhood Park located in the following areas: West 67th Avenue, Osage Street, Mariposa Court, West 66th Place, W. 66th Avenue, Tract A, Tract E, Tract F and Tract G. Upon completion of said landscaping constructed according to the terms of this Addendum, the collateral shall be released upon approval of the Planning Director and a resolution by the BoCC. Completion of said landscaping shall be determined solely by the County, and a reasonable part of said collateral may be retained to guarantee maintenance of public improvements for a period of one year from the date of completion. Final landscape installation, including final landscape layout and plant count shall be generally consistent with the FDP. C/O may be granted for lots located adjacent to landscaping areas in accordance with the following restrictions:
 - A. **Single Family lots:** C/O will be granted to single family detached lots on a lot to lot basis. Landscaping installation or submission and approval by the County of an interim landscaping plan, “BMPs” for single family lots, must occur prior to being granted C/O. Completion of said landscaping shall be determined solely by the County. A Performance Landscaping Bond Agreement shall be entered into between Adams County and the Home Builder/Applicant if an interim landscaping plan will be utilized. A sample Performance Bond Agreement for landscaping is included as Exhibit “F”.
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. Upon preliminary acceptance of improvements within a phase as described in Exhibit “B”, the County may issue a Certificate of Occupancy for parcels within the accepted phase. Developer or Developer’s designee(s) may submit applications for building permits (subject to compliance, in each case, with all other requirements therefore including but not limited to fire district approval and paved surfaces adjacent to the lot) prior to preliminary acceptance of the improvements required by this Agreement. In no event shall C/O be issued until the public improvements for such phase as described in Exhibit “B” have achieved preliminary acceptance by the County. No building permits may be issued prior to Preliminary Acceptance and final approval of that filing.
8. **Ownership and Maintenance of Landscaping and Public Improvements.** The Clear Creek Station Metropolitan District No. 1 (“CCSMD”) is responsible for the enforcement of landscaping maintenance requirements. Through CCSMD, a DRC (Design Review Committee) will review private open space design for compatibility. Private lot owners shall be responsible for the maintenance of their property as well as adjacent tree lawn area(s), unless otherwise noted on Exhibit “E”. The CCSMD covenants shall include enforcement provisions to ensure that all common areas will be adequately maintained. CCSMD shall provide a guarantee for the long-term maintenance and care of open space and other large tracts in Filing 5. CCSMD shall be responsible for providing adequate funding to ensure maintenance and annual monitoring of the property for the life of the project. The CCSMD covenants shall include enforcement provisions to ensure that all common areas will be adequately maintained. In the event that common areas are not sufficiently maintained by private property owners, CCSMD shall utilize mechanisms enforceable by the covenants until such time the only remaining option is for CCSMD to take over maintenance

responsibilities, at which point CCSMD shall take over maintenance responsibilities of these common areas.

Maintenance of the District tree lawns and open spaces depicted in the maintenance diagrams included in Exhibit "E", shall be by the CCSMD. All local streets within the limits of the street right-of-way shall be dedicated to Adams County. The adjacent property owner is responsible for maintenance of concrete curb and gutter, sidewalk, and tree lawn within the street right-of-way. The Metropolitan District shall be responsible for any decorative paving or pavers within typical asphalt paving section of street. The County and its Successors and Assigns will be responsible for maintaining all local streets. Homeowners of land abutting a constructed public right-of-way are responsible for snow removal for pedestrian access. Developer shall pay \$228,049.69 to fulfill the landscaping bond requirement for Filing No. 5. If the Developer has not fulfilled the agreed to landscaping requirements prior to the construction completion date in Exhibit "E", the County may proceed with actions to use the bond to install landscaping improvements within Filing No. 5. After the completion of the second year of the life of the bond, the County may cash the bond if the Developer has not fulfilled the landscaping bond by installing landscaping improvements within Filing No. 5.

9. Public Land Dedication ("PLD") Fees.

The estimated PLD fee for the entire Midtown development is \$1,908,351.00. The exact PLD obligations will be calculated when a final plat application for each phase is submitted. The PLD fee for Filing No. 5 is \$188,217.33. The Developer shall submit bonds for these fees as collateral. This is based on the current understanding that the Developer will ultimately dedicate land to a district or other entity as approved by Adams County and pay for park construction costs. Additionally, the bond for the schools portion of the PLD fee is submitted based on the Developer's stated intent to dedicate five (5) acres of land within the development to Mapleton School District. Negotiations between Developer and Mapleton School District are ongoing but not yet finalized as of the time of Filing No. 5. The bonds will have an expiration date as specified below. If the PLD obligations have not been fulfilled as specified below, the County will cash the bonds and no future credits or refunds of these fees will be available.

School and Parks Update

(a) **School.** Per the approved Second Amendment to the PDP, Developer is willing to dedicate five (5) acres to Adams County to be dedicated to Mapleton School District (the "School District") within a future filing. The Developer is in ongoing negotiations with the School District in connection with a proposal to meet the School District's needs for a K-8 Performance and Arts School located in the Midtown subdivision. Accordingly, the Developer has proposed the dedication of a parcel of property in Filing 6 of the Midtown subdivision to the School District in exchange for which the aforementioned five (5) acre school site in parcel 1 would be released back to Developer for residential use. In either event, the outcome will result in an offset against the cash in-lieu owed to the School District. Developer shall provide a surety bond to the County in the amount of \$71,356.15 in order to satisfy the Schools portion of the PLD requirements for Filing No.5. This bond shall expire on December 9, 2017 (12/9/2017). After December 9, 2016 (12/9/2016), the County may cash the bond if the Developer has not fulfilled the PLD requirements by dedicating the minimum five (5) acre site within Filing 6.

(b) **Parks.** Arcadis and Brownfield Partners have been engaged for environmental cleanup efforts on the former facility parcel, which are ongoing. Upon the completion of the cleanup, Developer proposes to construct a 43-acre park as depicted in the Second Amendment to the PDP. The park will be fully designed and developed by the CCSMD in coordination with adjacent districts or other entities as approved by Adams County. Upon completion of the park development the 43-acres will be turned over to a district or other entity selected by CCSMD and approved by Adams County for operations and maintenance. If the selected

district or other entity approved by Adams County chooses not to engage in an agreement with the CCSMD to take over maintenance and operations, then CCSMD will maintain the park. In light of Developer's proposal to dedicate a 2-acre neighborhood park within the Property, and a 43-acre park to a CCSMD selected district, Developer shall provide surety bonds in favor of the County until the parks are constructed. Such bonds and the ultimate construction of the parks would offset any Neighborhood Park PLD cash-in-lieu fees for earlier phases. If any Neighborhood Park PLD fees for each phase are not covered by the park acreage to be dedicated, then cash-in-lieu for the difference shall be paid to the County at the time of submittal of a final plat application for that phase.

Developer shall provide a surety bond to the County in the amount of \$70,824.96 in order to satisfy the Neighborhood Parks Public Land Dedication requirement for Filing No. 5. This bond shall expire on December 9, 2018 (12/9/2018). After December 9, 2017 (12/9/2017), the County may proceed with actions to cash the bond if the Developer has not yet fulfilled the Neighborhood Parks PLD requirements for Filing No. 5 by dedicating neighborhood parks land in future filings. If cashed, the money from this bond shall be held in an account by the County subject to the requirements of Section 5-05 of the Adams County Development Standards and Regulations.

The planned 43-acre park shall be credited toward the Developer's Neighborhood Park PLD requirements. The County has not yet determined whether any credit will be given toward Regional Park PLD requirements. As such, the Developer shall pay \$46,036.22 cash-in-lieu to fulfill the Regional Park PLD requirement for Filing No. 5.

10. **Plat Corrections and PUD Amendment.** The Developer acknowledges that all setbacks shall be consistent with those depicted within the development standards of the approved and amended Preliminary Development Plan. Developer agrees to meet Building Safety and fire district requirements.
11. **Successors and Assigns.** This Addendum 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" of the Original Agreement.
12. **Metropolitan Districts.** Notwithstanding any provision hereof to the contrary and in furtherance of Section 11, Developer shall have the right to assign certain of its obligations and responsibilities hereunder to CCSMD or another special or metropolitan district created for the purpose of constructing, operating and/or maintaining public and private improvements. The County acknowledges that in 2007 the County approved a consolidated Service Plan for CCSMD together with the Clear Creek Station Metropolitan District Nos. 2 and 3 (collectively, the "Districts"), and that it is specifically contemplated that one or more of the Districts may undertake and complete financing, development and construction of any or all of the Improvements defined under Section 15 or as described elsewhere in this Agreement, subject to a maximum mill levy of fifty (50) mills in connection therewith, as adjusted per Section VII(C) of the Service Plan. Notice of any such assignment shall be given to the County at least 30 days prior to such assignment in accordance with Section 14 hereof. Any such assignment shall not be made without the express written consent of the County. Such consent shall not be unreasonably withheld. Said notice shall contain the effective date of such assignment.
13. **Special Provisions.** This Agreement shall constitute the entire Agreement between the parties. No subsequent amendment hereto shall be valid unless made in writing and executed by the parties hereto provided.
14. **Notice.** Any notice that may be given under the terms of this Agreement shall be made in writing, and shall be deemed made upon personal service or upon mailing by United States Mail, postage prepaid, to the other party, and unless amended by written notice, to the

Following:

DEVELOPER

Midtown LLC
188 Inverness Drive West, Suite 150
Englewood, Colorado 80112
Attn: Richard Dengler
(303) 706-9451

ADAMS COUNTY

Planning and Development
4430 S. Adams County Parkway
Brighton, CO 80601-8218
Attn: Abel Montoya
(720) 523-6800

Transportation Department
4430 S. Adams County Parkway
Brighton, CO 80601-8218
Attn: Matthew Emmens
(720) 523-6875

15. **Improvements.** Reference Original Agreement dated November 6, 2014.
Public Improvements are listed in Exhibit "B".
Location of Improvements are shown in Exhibit "D".

16. **Landscaping and Dedication.** The undersigned Developer hereby agrees to provide the following landscaping.

Landscaping. Designate separately each public and private improvement.

Filing No. 5 – Developer Cost:

Landscaping associated with common area landscaping tracts, tree lawns, and Neighborhood Park open spaces located in the following areas; West 67th Avenue, Osage Street, Mariposa Court, West 66th Place, W. 66th Avenue, Tract A, Tract E, Tract F and Tract G. See Exhibit "E" for description, estimated quantities and estimated construction costs.

The landscaping shall be constructed in accordance with all County requirements and specifications in accordance with the approved plans, this Addendum and time schedule as indicated in Exhibit "E".

Midtown LLC.

By: 
Ashley Snedden, Chief Financial Officer


Clear Creek Station Metropolitan District ("CCSMD")

By: 
Marc Savelle, Director

JILL BODORE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144015866
MY COMMISSION EXPIRES APRIL 11, 2018

The foregoing instrument was acknowledged before me this 24th day of November, 2014, by Ashley Snedden and Marc Savelle.

My commission expires: 4-11-18

Address: 6465 Greenwood Plaza, #700
Centennial, CO 80111 
Notary Public

APPROVED BY resolution at the meeting of December 9th, 2014.


Collateral to guarantee compliance with this Addendum and construction of public and private landscaping shall be required in the amount of:

\$228,049.69

No construction permits or building permits shall be issued until said collateral is furnished in the amount required and in a form acceptable to the Board of County Commissioners.

ATTEST:

Clerk of the Board

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Chair

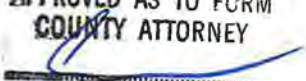
APPROVED AS TO FORM
COUNTY ATTORNEY


EXHIBIT A

LEGAL DESCRIPTION
MIDTOWN AT CLEAR CREEK – FILING NO. 5

A PARCEL OF LAND BEING ALL OF LOT 1, BLOCK 11 AND ALL OF TRACT S, MIDTOWN AT CLEAR CREEK- FILING NO. 1 PLAT CORRECTION AS RECORDED AT RECEPTION NO. 2013000055576 OF THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE TOGETHER WITH A PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER-SOUTH SIXTEENTH CORNER OF SAID SECTION 4, AS MONUMENTED BY A 3-1/4" ALUMINUM CAP STAMPED "PLS 23519", IN A MONUMENT BOX WHENCE THE CENTER QUARTER CORNER OF SAID SECTION 4 MONUMENTED BY A 3-1/4" ALUMINUM CAP STAMPED "PLS 28664", IN A MONUMENT BOX, BEARS NORTH 00°00'15" EAST, A DISTANCE OF 1324.85 FEET FORMING THE BASIS OF BEARINGS USED IN THIS DESCRIPTION;

THENCE ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4, SOUTH 89°57'38" EAST, A DISTANCE OF 50.0 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF PECOS STREET AS DESCRIBED IN BOOK 3570 AT PAGE 303, IN SAID RECORDS AND THE POINT OF BEGINNING;

THENCE DEPARTING SAID SOUTH LINE, ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND THE EASTERLY RIGHT-OF-WAY LINE AS DESCRIBED IN BOOK 3570 AT PAGE 313 AND BOOK 3658 AT PAGE 687, IN SAID RECORDS, NORTH 00°00'15" EAST, A DISTANCE OF 562.68 FEET;

THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, SOUTH 45°07'55" EAST, A DISTANCE OF 25.20 FEET;

THENCE SOUTH 89°43'26" EAST, A DISTANCE OF 175.19 FEET;

THENCE NORTH 84°33'32" EAST, A DISTANCE OF 90.34 FEET;

THENCE SOUTH 89°43'26" EAST, A DISTANCE OF 290.07 FEET;

THENCE SOUTH 44°43'26" EAST, A DISTANCE OF 21.21 FEET;

THENCE SOUTH 89°43'26" EAST, A DISTANCE OF 370.00 FEET;

THENCE SOUTH 00°16'34" WEST, A DISTANCE OF 364.80 FEET;

THENCE SOUTH 89°43'26" EAST, A DISTANCE OF 195.00 FEET;

THENCE SOUTH 00°16'34" WEST, A DISTANCE OF 181.43 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF THAT PARCEL OF LAND AS DESCRIBED IN BOOK 2020 AT PAGE 586, IN SAID RECORDS;

THENCE ALONG SAID SOUTHERLY BOUNDARY, NORTH 89°57'38" WEST, A DISTANCE OF 528.53 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID LOT 1, BLOCK 11;

THENCE ALONG THE EASTERLY BOUNDARY OF SAID LOT 1, BLOCK 11 AND THE EASTERLY BOUNDARY OF SAID TRACT S, SOUTH 00°00'15" WEST, A DISTANCE OF 303.55 FEET TO THE SOUTHEASTERLY CORNER OF SAID TRACT S;

THENCE ALONG THE SOUTHERLY LINE OF SAID TRACT S, NORTH 89°57'38" WEST, A DISTANCE OF 621.85 FEET TO THE SOUTHWESTERLY CORNER OF SAID TRACT S AND A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF PECOS STREET AS DESCRIBED IN BOOK 3513 AT PAGE 49, IN SAID RECORDS;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY, NORTH 00°00'15" EAST, A DISTANCE OF 315.55 FEET TO THE POINT OF BEGINNING;

CONTAINING AN AREA OF 17.359 ACRES, (756,170 SQUARE FEET), MORE OR LESS.

EXHIBIT B

Please reference approved Filing Four Subdivision Improvement Agreement for
Exhibit B, Public Improvements

EXHIBIT C

Please reference approved Filing Four Subdivision Improvement Agreement for
Exhibit C, Phasing Exhibit

EXHIBIT D

Please reference approved Filing Four Subdivision Improvement Agreement for
Exhibit D, Public vs. Private Improvements

EXHIBIT E

Filing 5 - Landscape - W. 67th Ave

LANDSCAPE			
ITEM	DESCRIPTION	QNTY.	UNIT COST/UNIT TOTAL COST
	Trees by District or builder	50 EA.	\$400.00 \$ 20,000.00
	Sod Tree Lawn /Median	14,385 S.F.	\$1.32 \$ 18,988.20
	w/ soil prep and irrigation (District & builder)		\$ 38,988.20
			Total \$ 38,988.20

Filing 5 - Landscape - Osage Street

LANDSCAPE			
ITEM	DESCRIPTION	QNTY.	UNIT COST/UNIT TOTAL COST
	Trees by District or builder	14 EA.	\$400.00 \$ 5,600.00
	Sod Tree Lawn w/ soil prep and irrigation (District & builder)	3,469 S.F.	\$1.32 \$ 4,579.08
			\$ 10,179.08
			Total \$ 10,179.08

Filing 5 - Landscape - Mariposa Court

LANDSCAPE			
ITEM	DESCRIPTION	QNTY.	UNIT COST/UNIT TOTAL COST
	Trees by District or builder	15 EA.	\$400.00 \$ 6,000.00
	Sod Tree Lawn w/ soil prep and irrigation (District & builder)	3,462 S.F.	\$1.32 \$ 4,569.84
			\$ 10,569.84
			Total \$ 10,569.84

Filing 5 - Landscape - W. 66th Place

LANDSCAPE			
ITEM	DESCRIPTION	QNTY.	UNIT COST/UNIT TOTAL COST
	Trees by District or builder	24 EA.	\$400.00 \$ 9,600.00
	Sod Tree Lawn w/ soil prep and irrigation (District & builder)	5,575 S.F.	\$1.32 \$ 7,359.00
			\$ 16,959.00
			Total \$ 16,959.00

Filing 5 - Landscape - W. 66th Avenue

LANDSCAPE			
ITEM	DESCRIPTION	QNTY.	UNIT COST/UNIT TOTAL COST
	Trees by District or builder	36 EA.	\$400.00 \$ 14,400.00
	Sod Tree Lawn w/ soil prep and irrigation (District & builder)	8,022 S.F.	\$1.32 \$ 10,589.04
			\$ 24,989.04
			Total \$ 24,989.04

Filing 5 – Landscape – Tract A.

LANDSCAPE			
ITEM	DESCRIPTION	QNTY.	UNIT COST/UNIT TOTAL COST
	Trees (canopy, evergreen and ornamental)	16 EA.	\$400.00 \$ 6,400.00
	Sod w/ soil prep and irrigation	5,224 S.F.	\$1.32 \$ 6,895.68
	Planting bed w/ amendment and plant material	2,637 S.F.	\$2.56 \$ 6,750.72
HARDSCAPE			\$ 20,046.40
ITEM	DESCRIPTION	QNTY.	UNIT COST/UNIT TOTAL COST
	Concrete walks to homes	533 S.F.	\$2.50 \$ 1,332.50
			\$ 1,332.50
Total			\$ 21,378.90

Filing 5 – Landscape – Tract E.

LANDSCAPE			
ITEM	DESCRIPTION	QNTY.	UNIT COST/UNIT TOTAL COST
	Temporary seeding for temporary pond included in Erosion Control Permit		

Filing 5 – Landscape – Tract F.

LANDSCAPE			
ITEM	DESCRIPTION	QNTY.	UNIT COST/UNIT TOTAL COST
	Trees (canopy, evergreen and ornamental)	10 EA.	\$400.00 \$ 4,000.00
	Native Seed w/ soil preparation	7,994 SF.	\$0.25 \$ 1,998.50
Total			\$ 5,998.50

Filing 5 – Landscape – Tract G.

LANDSCAPE			
ITEM	DESCRIPTION	QNTY.	UNIT COST/UNIT TOTAL COST
	Trees (canopy, evergreen and ornamental)	43 EA.	\$400.00 \$ 17,200.00
	Sod w/ soil prep and irrigation	916 S.F.	\$1.32 \$ 1,209.12
	Native Seed w/ soil preparation	27,052 SF.	\$0.25 \$ 6,763.00
	Planting bed w/ amendment and plant material	3,879 S.F.	\$2.56 \$ 9,930.24
Total			\$ 35,102.36

SUMMARY

DEVELOPER COST – SUB-TOTAL	\$ 164,164.92
20% ADMINISTRATION	\$ 32,832.98
5% PER YEAR INFLATION	\$ 9,849.89
5% PER YEAR INFLATION YEAR TWO	\$ 10,342.39
5% PER YEAR INFLATION YEAR THREE	\$ 10,859.51
TOTAL	\$ 228,049.69

\$228,049.69 collateral includes twenty percent (20%) to cover administration and five percent (5%) per year for the term of the Addendum to cover inflation.

Construction Completion Date: December 1, 2017

Initials or signature of Developer: ATG / MAR

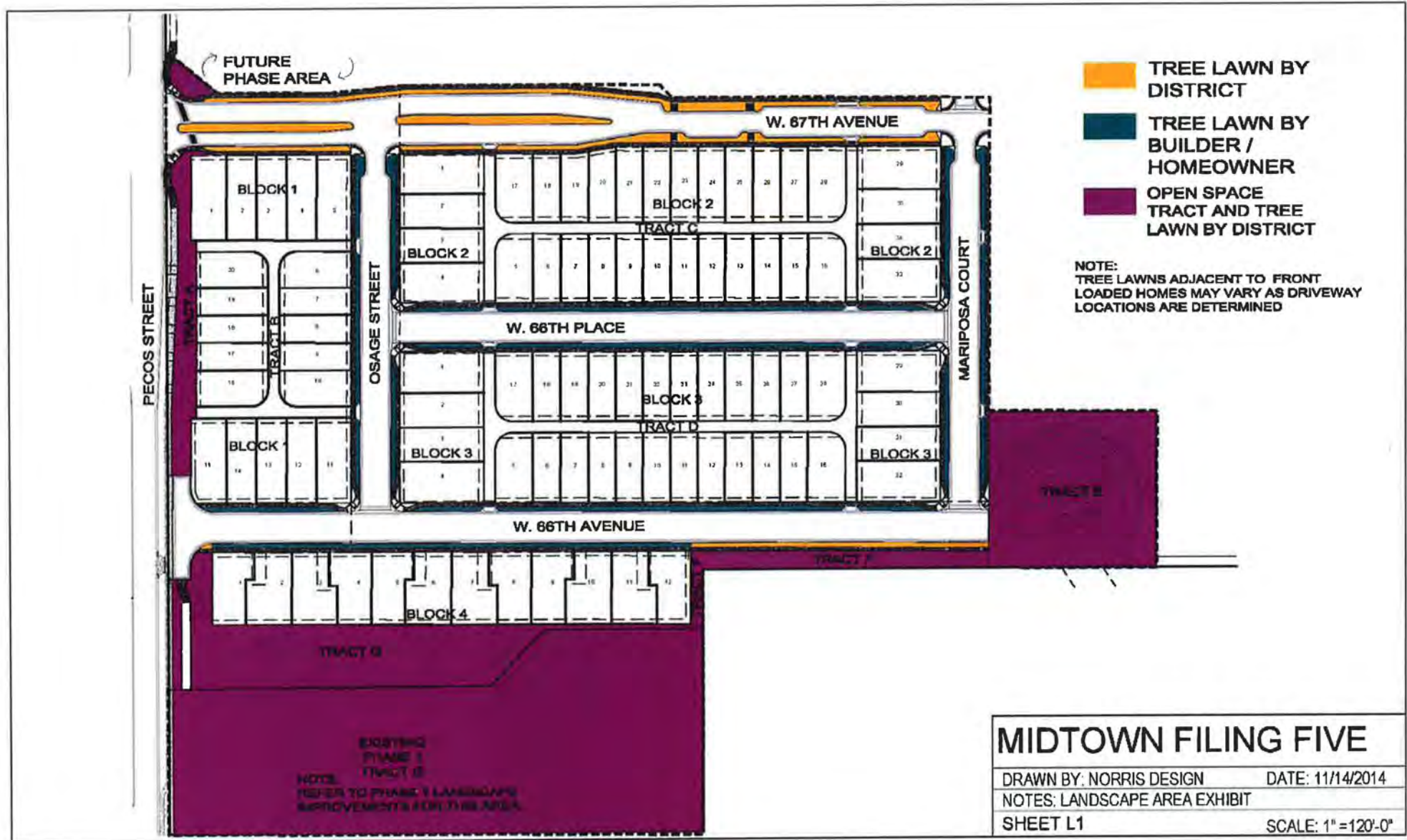


EXHIBIT F

**MIDTOWN SINGLE FAMILY DETACHED HOME
LANDSCAPE PERFORMANCE BOND AGREEMENT TEMPLATE**

This Performance Bond Agreement ("Agreement") is entered into this ___ day of ___ 201___, by and between the County of Adams, State of Colorado, by and through its Department of Planning and Development, ("County") and _____ ("Applicant").

WHEREAS, the Applicant is holder of a **Certificate of Occupancy** (certificate of occupancy; building permit, etc.), Applicant hereby tenders to the County a cash/surety bond as collateral deposit in the sum of **\$6,200.00** ("Collateral") per home, to be held by the Adams County Treasurer until such time as the following conditions have been satisfied:

Completion of the required landscaping as specified in the corresponding Final Development Plan for property located _____, PIN # _____. The bond shall include all costs for labor and materials to install living landscaping on the property at the aforementioned address. Multiple properties may be bonded for in one agreement. Applicant should attach exhibit including all addresses and PIN#s applicable.

Total Collateral \$ _____

In order for Applicant to obtain a timely return of the Collateral, the Conditions must be satisfied no later than _____.

In the event the Applicant fails to satisfy the conditions to the satisfaction of the County by the date specified herein, Property owner/Applicant hereby gives the County and/or its authorized agent permission to enter onto the Property to perform the work necessary to complete the conditions. Expenses for any work performed pursuant to this paragraph shall be funded by the Collateral, and property Owner/Applicant shall reimburse the county for any expenses not satisfied by the Collateral. Any Collateral not utilized by the County for completion of the conditions pursuant to this paragraph shall be returned to the Property Owner/Applicant.

By signing below, Applicant agrees to abide by the terms of this Agreement.

Applicant

Adams County Planning and Development

STATE OF COLORADO)
COUNTY OF ADAMS)

At a regular meeting of the Board of County Commissioners for Adams County, Colorado, held at the Government Center in Brighton, Colorado on the 9th day of December, 2014 there were present:

Charles "Chaz" Tedesco _____ Chair
Eva J. Henry _____ Commissioner
Erik Hansen _____ Commissioner - Excused
Heidi Miller _____ County Attorney
Mark Moskowitz, Deputy _____ Clerk of the Board

when the following proceedings, among others were held and done, to-wit:

Resolution 2014-352

**RESOLUTION APPROVING APPLICATION IN CASE #PRC2014-00011 MIDTOWN
AT CLEAR CREEK FILING NO. 5**

WHEREAS, the Adams County Planning Commission held a public hearing on the 13th day of NOVEMBER, 2014, and forwarded a recommendation of APPROVAL to the Board of County Commissioners; and

WHEREAS, on the 9th day of DECEMBER, 2014, the Board of County Commissioners held a public hearing on the application of Midtown at Clear Creek Filing No. 5, Case #PRC2014-00011; and,

WHEREAS, this case involved an application for: 1) Final Development Plan (FDP) to allow 96 lots on approximately 17.4 acres in the P-U-D, Planned Unit Development zone district; 2) Major Subdivision (Preliminary/Final Plat) to create 96 lots on approximately 17.4 acres in the P-U-D, Planned Unit Development zone district; and 3) Subdivision Improvement Agreement (SIA) for Filing No. 5.

APPROXIMATE LOCATION: 6701 PECOS ST, Denver, CO 80221

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING ALL OF LOT 1, BLOCK 11 AND ALL OF TRACT S, MIDTOWN AT CLEAR CREEK-FILING NO. 1 PLAT CORRECTION AS RECORDED AT RECEPTION NO. 2013000055576 OF THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE TOGETHER WITH A PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER-SOUTH SIXTEENTH CORNER OF SAID SECTION 4, AS MONUMENTED BY A 3-1/4" ALUMINUM CAP STAMPED "PLS 23519", IN A MONUMENT BOX WHENCE THE CENTER QUARTER CORNER OF SAID SECTION 4 MONUMENTED BY A 3-1/4" ALUMINUM CAP STAMPED "PLS 28664", IN A MONUMENT BOX, BEARS NORTH 00°00'15" EAST, A DISTANCE OF 1324.85 FEET FORMING THE BASIS OF BEARINGS USED IN THIS DESCRIPTION;

THENCE ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4, SOUTH 89°57'38" EAST, A DISTANCE OF 50.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF PECOS STREET AS DESCRIBED IN BOOK 3570 AT PAGE 303, IN SAID RECORDS AND THE POINT OF BEGINNING;

THENCE DEPARTING SAID SOUTH LINE, ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND THE EASTERLY RIGHT-OF-WAY LINE AS DESCRIBED IN BOOK 3570 AT PAGE 313 AND BOOK 3658 AT PAGE 687, IN SAID RECORDS, NORTH 00°00'15" EAST, A DISTANCE OF 562.68 FEET;

THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, SOUTH 45°07'55" EAST, A DISTANCE OF 25.20 FEET;

THENCE SOUTH 89°43'26" EAST, A DISTANCE OF 175.19 FEET;

THENCE NORTH 84°33'32" EAST, A DISTANCE OF 90.34 FEET;

THENCE SOUTH 89°43'26" EAST, A DISTANCE OF 290.07 FEET;

THENCE SOUTH 44°43'26" EAST, A DISTANCE OF 21.21 FEET;

THENCE SOUTH 89°43'26" EAST, A DISTANCE OF 370.00 FEET;

THENCE SOUTH 00°16'34" WEST, A DISTANCE OF 364.80 FEET;

THENCE SOUTH 89°43'26" EAST, A DISTANCE OF 195.00 FEET;

THENCE SOUTH 00°16'34" WEST, A DISTANCE OF 181.43 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF THAT PARCEL OF LAND AS DESCRIBED IN BOOK 2020 AT PAGE 586, IN SAID RECORDS;

THENCE ALONG SAID SOUTHERLY BOUNDARY, NORTH 89°57'38" WEST, A DISTANCE OF 528.53 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID LOT 1, BLOCK II;

THENCE ALONG THE EASTERLY BOUNDARY OF SAID LOT 1, BLOCK II AND THE EASTERLY BOUNDARY OF SAID TRACT S, SOUTH 00°00'15" WEST, A DISTANCE OF 303.55 FEET TO THE SOUTHEASTERLY CORNER OF SAID TRACT S;

THENCE ALONG THE SOUTHERLY LINE OF SAID TRACT S, NORTH 89°57'38" WEST, A DISTANCE OF 621.85 FEET TO THE SOUTHWESTERLY CORNER OF SAID TRACT S AND A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF PECOS STREET AS DESCRIBED IN BOOK 3513 AT PAGE 49, IN SAID RECORDS;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY, NORTH 00°00'15" EAST, A DISTANCE OF 315.55 FEET TO THE POINT OF BEGINNING;

CONTAINING AN AREA OF 17.359 ACRES, (756,170 SQUARE FEET), MORE OR LESS.

WHEREAS, substantial testimony was presented by members of the public and the applicant.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that based upon the evidence presented at the hearing and the recommendations of the Department of Planning and Development and the Planning Commission, the application in this case is hereby APPROVED based upon the following findings of fact and subject to the fulfillment of the following notes by the applicant:

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.
10. The final plat is consistent and conforms to the approved preliminary plat.
11. The final plat is in conformance with the subdivision design standards.
12. 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.
13. The applicant has provided evidence that a public sewage disposal system has been established and, if other methods of sewage disposal are proposed, adequate evidence indicating that the system complies with state and local laws and regulations.
14. 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.
15. The proposed or constructed drainage improvements are adequate and comply with these standards and regulations.
16. Adequate public facilities or infrastructure, or cash-in-lieu, for impacts reasonably related to the proposed subdivision have been constructed or financially guaranteed through cash-in-lieu or a subdivision improvements agreement so the proposed subdivision will not negatively impact the levels of service of the County.
17. The FDP is in general conformity with the Adams County Comprehensive Plan and any applicable area plan.
18. The FDP conforms to the P.U.D. standards.
19. The FDP is consistent with any approved PDP for the property.
20. The FDP construction plans meet the requirements of these standards and regulations and have been approved by the Director of Public Works, all infrastructure and utility providers, Tri-County Health Department, and all other referral agencies.

Notes to the Applicant:

1. The Addendum to the Subdivision Improvement Agreement (SIA) with Midtown LLC shall be executed concurrently to the approval of the Final Plat and Final Development Plan. No permits shall be issued for Filing #5 until the Addendum to the SIA is executed.
2. The applicant shall include "no parking" signage on all fire lanes.
3. The applicant shall place stakes on the z-lots and provide final as-built surveys of the homes measured from the finished exterior wall to the lot line with building permit applications.
4. All applicable building, zoning, health, engineering, and fire codes shall be adhered to with this request.

Upon motion duly made and seconded the foregoing resolution was adopted by the following vote:

Henry _____ Aye
Tedesco _____ Aye
Hansen _____ Excused
Commissioners

STATE OF COLORADO)
County of Adams)

I, Karen Long, County Clerk and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid do hereby certify that the annexed and foregoing Order is truly copied from the Records of the Proceedings of the Board of County Commissioners for said Adams County, now in my office.

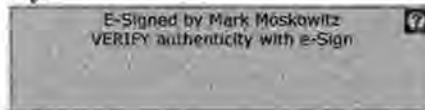
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 9th day of December, A.D. 2014.

County Clerk and ex-officio Clerk of the Board of County Commissioners

Karen Long:



By:



Deputy

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

Resolution 2014-341

**RESOLUTION APPROVING THE SUBDIVISION IMPROVEMENTS AGREEMENT WITH
MIDTOWN LLC FOR FILING NO. 5**

WHEREAS, on July 8, 2014, in Case No. PUD2013-00010, Midtown at Clear Creek Second Amendment to the Preliminary Development Plan, the Board of County Commissioners approved a Second Amendment to the approved Preliminary Development Plan; and,

WHEREAS, Condition Precedent No. 18 for Case No. PUD2013-00010 requires that an SIA be submitted with each Final Plat and final PUD application for each phase; and,

WHEREAS, the Developer desires to phase development of the Property in order to facilitate the overall development of the Property; and,

WHEREAS, Filing No. 5 is currently in the review process for final plat approval; and,

WHEREAS, the attached agreement would allow for the construction of certain improvements to occur prior to final plat approval at the Developer's risk; and

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; and,

WHEREAS, the Developer has provided collateral to meet the terms of the agreement; and,

WHEREAS, the Adams County Planning and Development Department recommends approval of the attached Addendum to Subdivision Improvements Agreement with Midtown LLC for Filing No. 5, Case No. PRC2014-00011.

Upon motion duly made and seconded the foregoing resolution was adopted by the following vote:

Henry _____ Aye
Tedesco _____ Aye
Hansen _____ Aye
Commissioners

STATE OF COLORADO)
County of Adams)

I, Karen Long, County Clerk and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid do hereby certify that the annexed and foregoing Order is truly copied from the Records of the Proceedings of the Board of County Commissioners for said Adams County, now in my office.

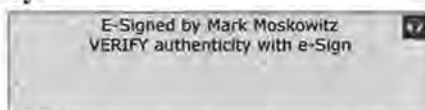
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 6th day of November, A.D. 2014.

County Clerk and ex-officio Clerk of the Board of County Commissioners

Karen Long:



By:



Deputy

SUBDIVISION IMPROVEMENTS AGREEMENT

THIS AGREEMENT is made and entered into by and between the County of Adams, State of Colorado, hereinafter called "County," and Midtown LLC, hereinafter called "Developer."

WITNESSETH:

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

WHEREAS, it is provided by resolution of the Board of County Commissioners ("BoCC"), 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.

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

- 1. Acceptance of Risk.** Acceptance of this agreement by the County is to allow for construction of the improvements described and detailed in Exhibit "B" only. Developer acknowledges that execution of this agreement does not include, imply or guarantee entitlement of the subject parcel, approval of a final plat and/or creation of lots or a subdivision, the issuance of building permits or the final acceptance of the improvements constructed under this agreement. In the event that the final plat is not approved, and/or the improvements or any portion of the improvements described in Exhibit "B" are not accepted, the Developer agrees to rehabilitate the site, or areas of the site that are not approved or accepted, including but not limited to removing, at its own expense, the improvements or any portion of the improvements not approved.
- 2. 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. All construction plans and engineering reports prepared by the Developer in connection with the design and construction of the improvements described and detailed on Exhibit "B" shall be approved by the County.
- 3. 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. Same shall be subject to modification based on the approved final plat. Any such modifications shall be the sole responsibility of the Developer. Upon request the Developer shall furnish one set of "as built" drawings and a final statement of construction costs to the County.
- 4. Construction.** Developer shall furnish and construct, at its own risk, and at its own expense and in accordance with drawings and materials approved by the County, the improvements described and detailed on Exhibit "B".
- 5. Time for Completion.** Improvements shall be completed according to the terms of this agreement within "construction completion date" appearing in Exhibit "B". In no event shall any Filing Five building permit be issued prior to the completion of all required improvements described and detailed on Exhibit "B". A temporary pond is proposed as a part of the Mass Grading Plans, which has been bonded for as a part of the Erosion Control Permit and is a required improvement in order to receive Preliminary Acceptance for Filing Five. The temporary pond will be removed and replaced with the permanent pond improvements proposed as a part of future Filing Seven. Permanent improvements to the temporary pond will be required if the Filing Seven permanent pond is not completed by December 31, 2017. These permanent improvements to the pond have been bonded for as a part of the Erosion Control Permit. The County may for good cause grant extension of time for completion of any part, or all, of the improvements appearing on said Exhibit "B". Any extension of time shall be in written form only. The Developer shall be in default of this agreement if the improvements are not completed within the "construction completion date."
- 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 total amount of One Million Five Hundred Forty six Thousand, Five Hundred Eleven Dollars and Sixty Three Cents. (\$1,546,511.63), which includes twenty percent (20%) for administration and five percent (5%) per year for the term

of the Agreement to guarantee construction and installation of the improvements described herein, in compliance with this agreement. Upon approval of the final plat, completion of said improvements constructed according to the terms of this agreement, and preliminary acceptance by the BoCC, the collateral shall be released. Completion of said improvements shall be determined solely by the County, and a reasonable part of said collateral may be retained to guarantee maintenance of public improvements for a period of one year from the date of completion.

7. **Accounting.** Developer shall fully account to the County for all costs incurred in the construction of any public improvements in which the County is participating, and the books and records of Developer relating to such public improvements shall be open to the County at all reasonable times for the purpose of auditing or verifying such costs.
8. **Acceptance and Maintenance of Public Improvements.** All improvements designated "public" on Exhibit "B" and graphically shown on Exhibit "D" shall be public facilities and become the property of the County or other public agencies after approval of the final plat and upon final acceptance of the improvements. 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 that, in the opinion of the County, shall become 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.
9. **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.
10. **Improvements and Dedication.** The undersigned Developer hereby agrees to provide the following improvements, and to dedicate described property.

A. **Improvements.** Designate separately each public and private improvement.

Public Improvements:

Public Improvements in Filing Five shall include all roadway improvements (curb & gutter, sidewalk, pavement, storm sewer, street lights, signage and grading) for 66th Avenue, 66th Place, 67th Avenue, Osage Street and Mariposa Court in accordance with the approved Construction Plans prepared by the Developer. 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 preliminarily accepted prior to the construction completion date indicated in Exhibit "B".

- B. **Public dedication of land for right-of-way purposes or other public purpose.** Upon approval of the final plat for the development known as MIDTOWN AT CLEAR CREEK FILING 5 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:

66th Avenue, 66th Place, 67th Avenue, Osage Street and Mariposa Court

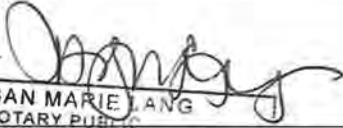
Midtown LLC

By: 
Ashley Snedden, Chief Financial Officer

The foregoing instrument was acknowledged before me this 22 day of October, 2014, by Ashley Snedden AS CFO

My commission expires: 6/24/2016

Address: 6405 S. Greenwood Plaza Blvd #700
Centennial, CO 80111


MEAGAN MARIE LANG
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 20144024961
MY COMMISSION EXPIRES JUNE 24, 2016
Notary Public

APPROVED BY resolution at the meeting of November 6th, 2014.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO


Clerk of the Board


Chairman

APPROVED AS TO FORM
COUNTY ATTORNEY


EXHIBIT A

LEGAL DESCRIPTION

A PARCEL OF LAND BEING ALL OF LOT 1, BLOCK 11 AND ALL OF TRACT S, MIDTOWN AT CLEAR CREEK-FILING NO. 1 PLAT CORRECTION AS RECORDED AT RECEPTION NO. 2013000055576 OF THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE TOGETHER WITH A PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER-SOUTH SIXTEENTH CORNER OF SAID SECTION 4, AS MONUMENTED BY A 3-1/4" ALUMINUM CAP STAMPED "PLS 23519", IN A MONUMENT BOX WHENCE THE CENTER QUARTER CORNER OF SAID SECTION 4 MONUMENTED BY A 3-1/4" ALUMINUM CAP STAMPED "PLS 28664", IN A MONUMENT BOX, BEARS NORTH 00°00'15" EAST, A DISTANCE OF 1324.85 FEET FORMING THE BASIS OF BEARINGS USED IN THIS DESCRIPTION;

THENCE ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4, SOUTH 89°57'38" EAST, A DISTANCE OF 50.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF PECOS STREET AS DESCRIBED IN BOOK 3570 AT PAGE 303, IN SAID RECORDS AND THE POINT OF BEGINNING;

THENCE DEPARTING SAID SOUTH LINE, ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND THE EASTERLY RIGHT-OF-WAY LINE AS DESCRIBED IN BOOK 3570 AT PAGE 313 AND BOOK 3658 AT PAGE 687, IN SAID RECORDS, NORTH 00°00'15" EAST, A DISTANCE OF 562.68 FEET;

THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, SOUTH 45°07'55" EAST, A DISTANCE OF 25.20 FEET;

THENCE SOUTH 89°43'26" EAST, A DISTANCE OF 175.19 FEET;

THENCE NORTH 84°33'32" EAST, A DISTANCE OF 90.34 FEET;

THENCE SOUTH 89°43'26" EAST, A DISTANCE OF 290.07 FEET;

THENCE SOUTH 44°43'26" EAST, A DISTANCE OF 21.21 FEET;

THENCE SOUTH 89°43'26" EAST, A DISTANCE OF 370.00 FEET;

THENCE SOUTH 00°16'34" WEST, A DISTANCE OF 364.80 FEET;

THENCE SOUTH 89°43'26" EAST, A DISTANCE OF 195.00 FEET;

THENCE SOUTH 00°16'34" WEST, A DISTANCE OF 181.43 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF THAT PARCEL OF LAND AS DESCRIBED IN BOOK 2020 AT PAGE 586, IN SAID RECORDS;

THENCE ALONG SAID SOUTHERLY BOUNDARY, NORTH 89°57'38" WEST, A DISTANCE OF 528.53 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID LOT 1, BLOCK 11;

THENCE ALONG THE EASTERLY BOUNDARY OF SAID LOT 1, BLOCK 11 AND THE EASTERLY BOUNDARY OF SAID TRACT S, SOUTH 00°00'15" WEST, A DISTANCE OF 303.55 FEET TO THE SOUTHEASTERLY CORNER OF SAID TRACT S;

THENCE ALONG THE SOUTHERLY LINE OF SAID TRACT S, NORTH 89°57'38" WEST, A DISTANCE OF 621.85 FEET TO THE SOUTHWESTERLY CORNER OF SAID TRACT S AND A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF PECOS STREET AS DESCRIBED IN BOOK 3513 AT PAGE 49, IN SAID RECORDS;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY, NORTH 00°00'15" EAST, A DISTANCE OF 315.55 FEET TO THE POINT OF BEGINNING;

CONTAINING AN AREA OF 17.359 ACRES, (756,170 SQUARE FEET), MORE OR LESS.

EXHIBIT B

Midtown Filing Five, Public Improvements

MIDTOWN FILING FIVE

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	SUBTOTAL
GRADING				
Cut to Fill (Estimated 15,000 Import)	11,500	CY	\$ 2.10	\$ 24,196.00
Strippings (Topsoil)	19,400	CY	\$ 2.30	\$ 44,620.00
GRADING SUBTOTAL				\$ 68,816.00

W. 67TH AVE. FILING FIVE

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	SUBTOTAL
STORM DRAINAGE				
18" RCP (0-8' depth)	430	LF	\$ 47.06	\$ 20,235.80
24" RCP (0-8' depth)	60	LF	\$ 72.65	\$ 4,359.00
36" RCP (0-8' depth)	72	LF	\$ 140.00	\$ 10,080.00
4' Dia Manhole	1	EA	\$ 1,680.00	\$ 1,680.00
5' Dia Manhole	2	EA	\$ 2,778.29	\$ 5,556.58
6' Dia Manhole	3	EA	\$ 3,000.00	\$ 9,000.00
5' Type 'R' Inlet	2	EA	\$ 3,660.29	\$ 7,320.58
10' Type 'R' Inlet	1	EA	\$ 5,038.52	\$ 5,038.52
STORM DRAINAGE SUBTOTAL				\$ 63,270.48

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	SUBTOTAL
STREETS - LOCAL				
CONCRETE				
6" Vertical Curb and Gutter (2' Pan)	2,358	LF	\$ 16.00	\$ 37,728.00
Subgrade Prep - Concrete Walks	1,255	SY	\$ 0.72	\$ 903.60
5' Concrete Walk (Street, Entrance, Crosswalk)	1,255	SY	\$ 34.69	\$ 43,522.07
Mid-Block Handicap Ramp	4	EA	\$ 480.00	\$ 1,920.00
Curb Return w/ Handicap Ramp (15' Radius)	8	EA	\$ 800.00	\$ 6,400.00
Alley Curb Cut / Approach	3	EA	\$ 1,200.00	\$ 3,600.00
8' Concrete Crosspan	1	EA	\$ 2,400.00	\$ 2,400.00
PAVING				
Subgrade Prep - Street	5,060	SY	\$ 8.00	\$ 40,480.00
Asphalt (Full depth - 6" section)	1,202	TONS	\$ 68.00	\$ 81,750.14
Adjust Manhole to Grade	10	EA	\$ 455.00	\$ 4,550.00
Adjust Valves to Grade	9	EA	\$ 200.00	\$ 1,800.00
Sweep Streets	3,578	SY	\$ 0.16	\$ 572.48
SIGNAGE				
Street Signs and Barricades	15	EA	\$ 688.00	\$ 10,320.00
STREET SUBTOTAL				\$ 235,946.30

DRY UTILITIES				
Street Light (Local)	9	EA	\$ 6,400.00	\$ 57,600.00
STREET SUBTOTAL				\$ 57,600.00

WEST 67TH AVENUE TOTAL				\$ 356,816.78
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W. 66TH PL. FILING FIVE

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	SUBTOTAL
STREETS - LOCAL				
CONCRETE				
6' Vertical Curb and Gutter (2' Pan)	1,156	LF	\$ 16.00	\$ 18,496.00
Subgrade Prep - Concrete Walks	740	SY	\$ 0.72	\$ 532.80
5' Concrete Walk (Street, Entrance, Crosswalk)	740	SY	\$ 34.69	\$ 25,670.60
Curb Return w/ Handicap Ramp (15' Radius)	4	EA	\$ 800.00	\$ 3,200.00
Alley Curb Cut / Approach	4	EA	\$ 1,200.00	\$ 4,800.00
8' Concrete Crossspan	2	EA	\$ 2,400.00	\$ 4,800.00
PAVING				
Subgrade Prep - Street	5,671	SY	\$ 8.00	\$ 45,368.00
Asphalt (Full depth - 6" section)	762	TONS	\$ 68.00	\$ 51,819.26
Adjust Manhole to Grade	2	EA	\$ 455.00	\$ 910.00
Adjust Valves to Grade	6	EA	\$ 200.00	\$ 1,200.00
Sweep Streets	2,268	SY	\$ 0.16	\$ 362.88
SIGNAGE				
Street Signs and Barricades	2	EA	\$ 688.00	\$ 1,376.00
STREET SUBTOTAL				\$ 158,535.54
DRY UTILITIES				
Street Light (Local)	2	EA	\$ 6,400.00	\$ 12,800.00
STREET SUBTOTAL				\$ 12,800.00
WEST 66TH PLACE TOTAL				\$ 171,335.54

W. 66TH AVE. FILING FIVE

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	SUBTOTAL
STORM DRAINAGE				
18" RCP (0-8' depth)	100	LF	\$ 47.06	\$ 4,706.00
24" RCP (0-8' depth)	10	LF	\$ 72.65	\$ 726.50
36" RCP (0-8' depth)	120	LF	\$ 140.00	\$ 16,800.00
42" RCP (0-8' depth)	108	LF	\$ 207.42	\$ 22,401.36
6' Dia Manhole	4	EA	\$ 3,000.00	\$ 12,000.00
Box Base Manhole	1	EA	\$ 6,944.32	\$ 6,944.32
5' Type 'R' Inlet	1	EA	\$ 3,660.29	\$ 3,660.29
10' Type 'R' Inlet	1	EA	\$ 5,038.52	\$ 5,038.52
Type 'C' Inlet	1	EA	\$ 590.78	\$ 590.78
STORM DRAINAGE SUBTOTAL				\$ 72,867.77

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	SUBTOTAL
STREETS - LOCAL				
CONCRETE				
Removal of existing curb cut on Pecos Street	200	SF	\$ 6.00	\$ 1,200.00
Replace 6" Vertical Curb on Pecos Street	30	LF	\$ 16.00	\$ 480.00
6" Vertical Curb and Gutter (2' Pan)	1,921	LF	\$ 16.00	\$ 30,736.00
Subgrade Prep - Concrete Walks	957	SY	\$ 0.72	\$ 689.04
5' Concrete Walk (Street)	957	SY	\$ 34.69	\$ 33,198.33
Alley Curb Cut / Approach	2	EA	\$ 1,200.00	\$ 2,400.00
PAVING				
Subgrade Prep - Street	4,164	SY	\$ 8.00	\$ 33,312.00
Asphalt (Full depth - 6" section)	1,201	TONS	\$ 68.00	\$ 81,681.60
Adjust Manhole to Grade	14	EA	\$ 455.00	\$ 6,370.00
Adjust Valves to Grade	6	EA	\$ 200.00	\$ 1,200.00
Sweep Streets	3,575	SY	\$ 0.16	\$ 572.00
SIGNAGE				
Street Signs, and Barricades	1	EA	\$ 688.00	\$ 688.00
STREET SUBTOTAL				\$ 190,846.97

DRY UTILITIES				
Street Light (Local)	3	EA	\$ 6,400.00	\$ 19,200.00
STREET SUBTOTAL				\$ 19,200.00

WEST 66TH AVENUE TOTAL				\$ 282,914.74
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OSAGE STREET FILING FIVE

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	SUBTOTAL
STORM DRAINAGE				
24" RCP (0-8' depth)	460	LF	\$ 72.64	\$ 33,414.40
6' Dia Manhole	1	EA	\$ 2,778.29	\$ 2,778.29
STORM DRAINAGE SUBTOTAL				\$ 36,192.69

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	SUBTOTAL
STREETS - LOCAL				
CONCRETE				
6" Vertical Curb and Gutter (2' Pan)	667	LF	\$ 16.00	\$ 10,672.00
Subgrade Prep - Concrete Walks	409	SY	\$ 0.72	\$ 294.48
5' Concrete Walk (Street)	409	SY	\$ 34.69	\$ 14,188.21
Curb Return w/ Handicap Ramp (15' Radius)		EA	\$ 800.00	\$ -
Alley Curb Cut / Approach	2	EA	\$ 1,200.00	\$ 2,400.00
8' Concrete Crosspan	1	EA	\$ 2,400.00	\$ 2,400.00
PAVING				
Subgrade Prep - Street	3,533	SY	\$ 8.00	\$ 28,264.00
Asphalt (Full depth - 6" section)	475	TONS	\$ 68.00	\$ 32,284.22
Adjust Manhole to Grade	2	EA	\$ 455.00	\$ 910.00
Adjust Valves to Grade	4	EA	\$ 200.00	\$ 800.00
Sweep Streets	1,413	SY	\$ 0.16	\$ 226.08
SIGNAGE				
Street Signs and Barricades	4	EA	\$ 688.00	\$ 2,752.00
STREET SUBTOTAL				\$ 95,190.99

DRY UTILITIES				
Street Light (Local)	2	EA	\$ 6,400.00	\$ 12,800.00
STREET SUBTOTAL				\$ 12,800.00
OSAGE STREET TOTAL				\$ 144,183.68

MARIPOSA CT. FILING FIVE

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	SUBTOTAL
STORM DRAINAGE				
24" RCP (0-8' depth)	460	LF	\$ 72.65	\$ 33,419.00
5' Dia Manhole	1	EA	\$ 2,778.29	\$ 2,778.29
STORM DRAINAGE SUBTOTAL				\$ 36,197.29

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	SUBTOTAL
STREETS - LOCAL				
CONCRETE				
6" Vertical Curb and Gutter (2' Pan)	667	LF	\$ 16.00	\$ 10,672.00
Subgrade Prep - Concrete Walks	409	SY	\$ 0.72	\$ 294.48
5' Concrete Walk (Street)	409	SY	\$ 34.69	\$ 14,188.21
Alley Curb Cut / Approach	2	EA	\$ 1,200.00	\$ 2,400.00
8' Concrete Crosspan	1	EA	\$ 2,400.00	\$ 2,400.00
PAVING				
Subgrade Prep - Street	3,533	SY	\$ 8.00	\$ 28,264.00
Asphalt (Full depth - 6" section)	475	TONS	\$ 68.00	\$ 32,284.22
Adjust Manhole to Grade	2	EA	\$ 455.00	\$ 910.00
Adjust Valves to Grade	4	EA	\$ 200.00	\$ 800.00
Sweep Streets	1,413	SY	\$ 0.16	\$ 226.08
SIGNAGE				
Street Signs and Barricades	5	EA	\$ 688.00	\$ 3,440.00
STREET SUBTOTAL				\$ 95,878.99

DRY UTILITIES				
Street Light (Local)	2	EA	\$ 6,400.00	\$ 12,800.00
STREET SUBTOTAL				\$ 12,800.00

MARIPOSA COURT TOTAL				\$ 144,876.28
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The below cost to be bonded with Filing Five SIA:

FILING FIVE SUB-TOTAL	\$ 1,168,943.03
ADDITIONAL 20% ADMINISTRATION	\$ 233,788.61
5% INFLATION PER YEAR	\$ 70,136.58
5% INFLATION PER YEAR TWO	\$ 73,643.41
FILING 5 TOTAL	\$ 1,546,511.63

The below costs were previously bonded for with Erosion Sediment Control Permit number CSI2014-00004

Temporary Sediment Pond Outfall

1	8" PVC Riser Pipe	LF	\$37.77	17	\$642.09
2	24" RCP Storm Sewer	LF	\$72.65	175	\$12,713.75
3	24" Flared End Section	EA	\$1,934.19	1	\$1,934.19
4	6' Diameter Manhole	EA	\$3,000.00	2	\$6,000.00
5	Outlet Structure/Micropool	EA	\$16,453.24	1	\$16,453.24
6	Forbay	EA	\$17,948.00	1	\$17,948.00
7	Riprap (Spillway)	CY	\$72.00	77	\$5,544.00
8	Riprap (Outlet)	CY	\$72.00	11	\$792.00
9	Concrete Trail Removal	SY	\$8.99	23	\$206.77
10	Concrete Trail Replacement	SY	\$53.32	23	\$1,226.36
Subtotal - Temporary Sediment Pond Outfall					\$63,460.40
Contingency (10% of Subtotal - Temporary Sediment Pond Outfall)					\$6,346.04
Total - Temporary Sediment Pond Outfall					\$69,806.44

Filing Five - Construction Completion Date: December 31, 2016


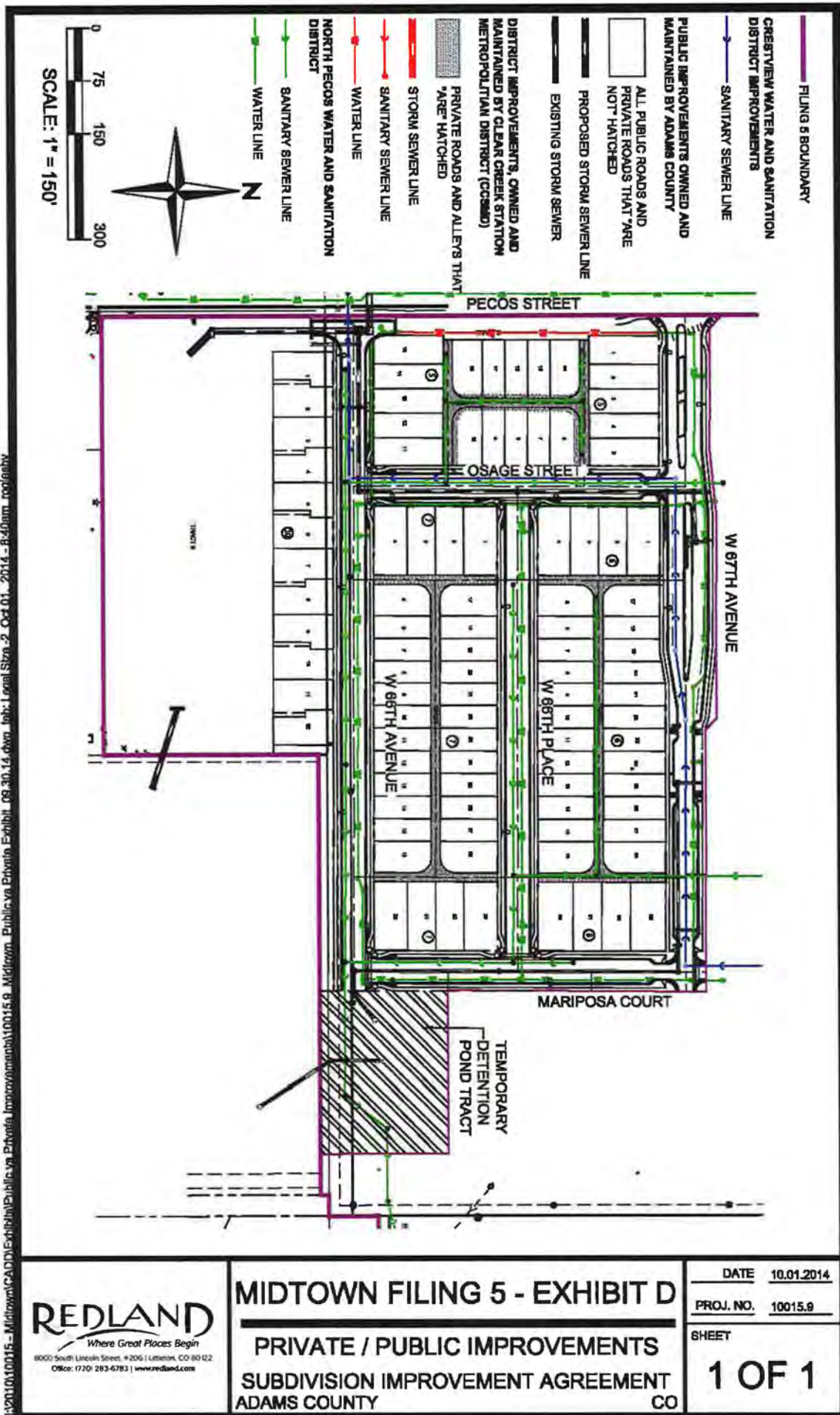
Initials or signature of Developer: 

EXHIBIT D
Public vs. Private



I:\20110115 - Midtown\CADD\EXHIBIT\Public vs Private\Improvements\10015.9_Midtown_Public vs Private Exhibit_09.30.14.dwg Job: Local Size: 2 Oct 01 - 2014 - 8:40am root/ebv



MIDTOWN FILING 5 - EXHIBIT D
PRIVATE / PUBLIC IMPROVEMENTS
SUBDIVISION IMPROVEMENT AGREEMENT
ADAMS COUNTY CO

DATE	10.01.2014
PROJ. NO.	10015.9
SHEET	1 OF 1

SUBDIVISION BOND

Bond No. TM5164945/015045619
Premium: \$11,599.00

KNOW ALL MEN BY THESE PRESENTS, that we Midtown, LLC as Principal, and Liberty Mutual Insurance Company authorized to do business in the State of Colorado, as Surety, are held and firmly bound unto Adams County, Colorado as Obligee, in the penal sum of One Million, Five Hundred Forty-Six Thousand Five Hundred Eleven and 63/100 Dollars (\$1,546,511.63), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Midtown, LLC, has agreed to construct in Adams County, Colorado the following improvements: Bonding Public Infrastructure, Roads, Storm, Street Lights, Signs - Filing Five, Midtown at Clear Creek.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall construct, or have constructed, the improvements herein described and shall save the Obligee harmless from any loss, cost or damage by reason of its failure to complete said work, then this obligation shall be null and void; otherwise to remain in full force and effect and the surety on this Bond binds itself to said Obligee, to the amount on the hereinabove stated penal sum, that said Improvements shall be completed in accordance with the Agreement between Principal and Obligee.

IN WITNESS WHEREOF, said principal has hereunto set its hands and seals, and said Surety has caused these presents to be executed by its officers thereunto authorized this 15 day of October, 2014.

Midtown, LLC

by: *ATMely medde*

Liberty Mutual Insurance Company

by: *Benedict J. Tockarszewsky*

, Attorney-in-Fact Benedict J. Tockarszewsky

(Acknowledgment by principal, unless it be a corporation)
STATE OF NEW YORK

SS:

COUNTY OF _____

(On this _____ day of _____, before me personally came _____ to me known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged that he/she executed the same.

Notary Public

County

(Acknowledgment by principal, if a corporation)
STATE OF NEW YORK

SS:

COUNTY OF _____

(On this _____ day of _____, before me personally came _____ to me known who being by me duly sworn, did depose and say that he/she resides in _____; that he/she is _____; that he/she is _____ of the _____; the corporation described in and which executed the foregoing instrument; that he/she knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Notary Public

County

(Acknowledgment by Surety Company)
STATE OF NEW YORK

SS:

COUNTY OF WESTCHESTER

(On this 15th day of October, 2014, before me personally came BENEDICT J. TOCKARSHEWSKY to me known who being by me duly sworn, did depose and say that he/she resides in FLUSHING, NEW YORK; that he/she is the ATTORNEY-IN-FACT of the LIBERTY MUTUAL INSURANCE COMPANY; the corporation described in and which executed the within instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.



Notary Public

County

ALICE MCCARTHY
NOTARY PUBLIC, State of New York
No 01MC5079342
Qualified in Dutchess County
Commission Expires June 02, 2015



LIBERTY MUTUAL INSURANCE COMPANY
 FINANCIAL STATEMENT — DECEMBER 31, 2013

Assets	Liabilities
Cash and Bank Deposits	Unearned Premiums.....
51,118,180,550	55,940,431,054
*Bonds - U.S. Government.....	Reserve for Claims and Claims Expense
1,888,225,943	17,305,063,560
*Other Bonds	Funds Held Under Reinsurance Treaties
12,039,490,815	212,659,311
*Stocks.....	Reserve for Dividends to Policyholders
9,030,962,112	1,226,236
Real Estate.....	Additional Statutory Reserve
251,301,907	63,348,980
Agents' Balances or Uncollected Premiums	Reserve for Commissions, Taxes and
4,781,042,931	Other Liabilities.....
Accrued Interest and Rents.....	5,826,683,629
149,855,386	Total.....
Other Admitted Assets.....	529,349,412,770
15,216,749,451	Special Surplus Funds.....
	555,686,852
	Capital Stock
	11,250,000
	Paid in Surplus
	7,895,288,167
	Unassigned Surplus.....
	7,161,171,306
	Surplus to Policyholders.....
	15,126,396,325
Total Admitted Assets.....	Total Liabilities and Surplus.....
544,475,809,095	544,475,809,095



* Bonds are stated at amortized or investment value; Stocks at Association Market Values
 The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance

I, TIM MIKOJAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2013, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 20th day of March, 2014

T. Mikojajewski

Assistant Secretary

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Benedict J. Tockarshewsky; Dennis M. O'Brien; William D. Haas

all of the city of White Plains state of NY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of August, 2014.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 12th day of August, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notary Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
An Commission Expires on 10-28-2017
Member of the National Notary Association

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15 day of October, 2014.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call



Exhibit A: Midtown at Clear Creek Filing No. 5

Exhibit A: Midtown at Clear Creek Filing No. 5



For display purposes only.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: February 6, 2018
SUBJECT: Final Acceptance for the Public Improvements at the Midtown at Clear Creek Subdivision, Fil. No. 4, 67 th Place. and Fern Drive
FROM: Jeffery A. Maxwell, P.E., PTOE, Director of Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approve a resolution granting Final Acceptance of the public improvements at the Midtown at Clear Creek Subdivision, Fil. No. 4, 67 th Place and Fern Drive, (Case No. PRC2014-00009).

BACKGROUND:

The Midtown at Clear Creek Subdivision Filing No. 4, is generally located at 67th Place and Fern Drive in unincorporated Adams County as indicated by the attached map (Exhibit A). The public improvements were granted Preliminary Acceptance on March 6, 2015. These public improvements have satisfactorily completed the guarantee period. Bond number BDT0500077016 has been placed as collateral in the amount of \$133,827.88 and will need to be released as part of this Final Acceptance.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

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

ATTACHED DOCUMENTS:

Resolution
Resolution No. 2014-283
Resolution No. 2014-337
Resolution No. 2014-338
Resolution No. 2015-505
Exhibit A

FISCAL IMPACT:

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

Fund:
Cost Center:

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

RESOLUTION FOR FINAL ACCEPTANCE OF PUBLIC IMPROVEMENTS CONSTRUCTED AT THE MIDTOWN AT CLEAR CREEK SUBDIVISION FILING NO. 4, CASE NO. PRC2014-00009

WHEREAS, the required public street improvements have been constructed at the Midtown at Clear Creek Subdivision Filing No. 4, CASE NO. PRC2014-00009, in accordance with the approved construction drawings; and,

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

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

WHEREAS, the Adams County Public Works Department recommends Final Acceptance of the public improvements constructed at the Midtown at Clear Creek Subdivision Filing No. 4; and,

WHEREAS, in accordance with the Adams County Development Standards and Regulations, and the approved subdivision improvements agreement as approved by Resolution Numbers 2014-283, 2014-337, 2014-338 and Resolution No. 2015-505, the posted collateral as noted in bond number BDTO500077016 has been placed as collateral in the amount of \$133,827.88 will need to be released as part of this Final Acceptance.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the public improvements constructed at the Midtown at Clear Creek Subdivision Filing No. 4, be and hereby are accepted and approved in accordance with the provisions of the Adams County Development Standards and Regulations.

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING THE SUBDIVISION IMPROVEMENTS AGREEMENT WITH
MIDTOWN LLC FOR FILING NO. 4

Resolution 2014-283

WHEREAS, on July 11, 2012, in Case No. PRC2012-00007, Midtown at Clear Creek, the Board of County Commissioners (BoCC) approved a 1) Waiver from the subdivision design standards to allow the use of an 11-foot lane width instead of the required 12-foot lane width for Exterior Roadways (Pecos St.); 2) Waiver from the subdivision design standards to allow the use of patterned and colored concrete for the driving surface at select locations; 3) Waiver from subdivision design standards to allow the use of angled parking within a private roadway; 4) Waiver from subdivision design standards to allow the use of protruding / bump out sidewalks at select intersections and mid-block crossings for Internal Roadways; 5) Vacation of a portion of the W. 68th Ave. right-of-way to the west of the intersection of W. 68th Ave. and Pecos St; and,

WHEREAS, on July 25, 2012, in Case No. PRC2012-00001, Midtown at Clear Creek, the Board of County Commissioners approved a 1) Amendment to the approved Preliminary Planned Unit Development (PUD-P) / Preliminary Development Plan (PDP); 2) Major Subdivision (Final Plat) to create 156 lots on approximately 26.4 acres of land in the PUD(P) zone district; 3) Final Development Plan (PUD) to allow 156 lots on approximately 26.4 acres in the PUD(P) Zone District; and,

WHEREAS, Condition Precedent No. 23 of the Zoning Hearing Decision in Case No. PRC2012-00001 required that an SIA shall be submitted with each Final Plat and final PUD application for each phase; and,

WHEREAS, Midtown LLC is now in the process of developing certain real property (183 acres, zoned P.U.D. Planned Unit Development) located south of 68th Avenue and on both sides of Pecos Street, pursuant to the development granted in Case No. PRC2012-00001 and PRC2012-00007; and,

WHEREAS, the Developer desires to phase development of the Property in order to facilitate the overall development of the Property; and,

WHEREAS, Filing No. 4 is currently in the review process for final plat approval; and,

WHEREAS, the attached agreement would allow for the construction of certain improvements to occur prior to final plat approval at the Developer's risk; and

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; and,

WHEREAS, the Developer has provided collateral by Subdivision Bond No. TM5158645/015044023 from Liberty Mutual Insurance Company in the amount of \$1,488,617.18; and,

WHEREAS, the Adams County Planning and Development Department recommends approval of the attached Subdivision Improvements Agreement.

Upon motion duly made and seconded the foregoing resolution was adopted by the following vote:

Henry _____	Aye
Tedesco _____ Chairman _____	Aye
Hansen _____	Aye

Commissioners

STATE OF COLORADO)
County of Adams)

I, Karen Long, County Clerk and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid do hereby certify that the annexed and foregoing Order is truly copied from the Records of the Proceedings of the Board of County Commissioners for said Adams County, now in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 24th day of June, A.D. 2014.

County Clerk and ex-officio Clerk of the Board of County Commissioners
Karen Long:



By:



Deputy

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

Resolution 2014-337

**RESOLUTION APPROVING AN ADDENDUM TO THE SUBDIVISION IMPROVEMENTS
AGREEMENT WITH MIDTOWN LLC FOR FILING NO. 4**

WHEREAS, on July 8, 2014, in Case No. PUD2013-00010, Midtown at Clear Creek Second Amendment to the Preliminary Development Plan, the Board of County Commissioners approved a Second Amendment to the approved Preliminary Development Plan; and,

WHEREAS, Condition Precedent No. 18 for Case No. PUD2013-00010 requires that an SIA be submitted with each Final Plat and final PUD application for each phase; and,

WHEREAS, the Developer desires to phase development of the Property in order to facilitate the overall development of the Property; and,

WHEREAS, on June 24, 2014, the Board of County Commissioners approved the SIA for Midtown at Clear Creek Filing No. 4 prior to approval of the Filing No. 4 Final Development Plan (PUD) and Preliminary/Final Plat applications in order to allow the developer to begin construction of certain public improvements for street construction, dry utilities, storm drainage and other site improvements at the Developer's risk; and,

WHEREAS, on October 28, 2014, the Board of County Commissioners, in Case No. PRC2014-00009, Midtown at Clear Creek Filing No. 4, approved a Final Development Plan and Major Subdivision (Preliminary/Final Plat) to allow 127 lots on approximately 21.1 acres in the P-U-D, Planned Unit Development zone district; and

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 or submit cash-in-lieu; and,

WHEREAS, the Developer has provided collateral to meet the terms of the agreement; and,

WHEREAS, the Adams County Planning and Development Department recommends approval of the attached Addendum to Subdivision Improvements Agreement with Midtown LLC for Filing No. 4, Case No. PRC2014-00009.

Upon motion duly made and seconded the foregoing resolution was adopted by the following vote:

Henry _____ Aye
Tedesco _____ Aye
Hansen _____ Aye
Commissioners

STATE OF COLORADO)
County of Adams)

I, Karen Long, County Clerk and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid do hereby certify that the annexed and foregoing Order is truly copied from the Records of the Proceedings of the Board of County Commissioners for said Adams County, now in my office.

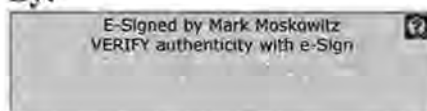
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 28th day of October, A.D. 2014.

County Clerk and ex-officio Clerk of the Board of County Commissioners

Karen Long:



By:



Deputy



MIDTOWN AT CLEAR CREEK
Subdivision Improvements
Agreement Addendum
Midtown LLC
Midtown at Clear Creek Filing No. 4
Case No. PLT2014-00015, which is
part of Case No. PRC2014-00009

**ADDENDUM TO SUBDIVISION IMPROVEMENTS AGREEMENT
WITH MIDTOWN LLC, CASE NO. PLT2014-00015, WHICH IS PART OF CASE NO.
PRC2014-00009, MIDTOWN AT CLEAR CREEK FILING NO. 4**

THIS ADDENDUM ("Addendum") is made and entered into by and between the County of Adams, State of Colorado, hereinafter called "County," and Midtown LLC, 188 Inverness Drive West, Suite 150, Englewood, Colorado 80112, hereinafter called "Developer," and collectively referred to hereinafter as the "parties." This amended agreement ("Agreement") supplements and amends the previous subdivision improvement agreement of the parties made and entered into on or about June 24, 2014.

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, This Addendum to the Subdivision Improvements Agreement is an addendum to the existing "Midtown Subdivision Improvements Agreement with Midtown LLC for Midtown at Clear Creek Filing No. 4, Case No. PRC2014-00009 that was approved by the BoCC on the 24th day of June, 2014 and recorded at Reception No. 2014000065554 ("Original Agreement") and by this reference made a part hereof.

WHEREAS, All provisions and conditions agreed to within the Original Agreement shall continue in full force and affect, subsequent to the execution of this Addendum, unless expressly amended hereby.

WHEREAS, The Developer desires to phase development of the Property in a single phase (Filing 4) in order to facilitate the overall development of the Property.

WHEREAS, It is provided by resolution of the Board of County Commissioners ("BoCC"), 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.

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 and agreed to within the Original Agreement.
2. **Design Services.** Developer shall furnish, at its own expense, all engineering, design, and other services in connection with the design and construction of the public improvements and landscaping as described and detailed on Exhibit "E" attached hereto, and incorporated herein by this reference.
3. **Drawings and Estimates.** The Developer shall furnish drawings and cost estimates for all improvements described and detailed on Exhibit "E" for approval by the County. Same shall be subject to modification based on the approved final plat. Any such modifications shall be the sole responsibility of the Developer. Upon request, the Developer shall furnish a final statement of installation cost to the County.
4. **Construction.** Developer shall furnish and construct, at its own expense and in accordance with drawings and materials approved by the County, the landscaping described and detailed on Exhibit "E".
5. **Time for Completion.** Landscaping or county approved best management practice ("BMPs") shall be installed according to the terms of this Addendum and those terms agreed upon in the Final Development Plan. Landscaping or approved BMPs shall be adjacent to

each residential lot prior to issuance of a Certificate of Occupancy (“C/O”) for that lot. Landscaping in open space tracts must be completed within the “construction completion date” appearing in Exhibit “E”, 12/1/2017. A C/O may be requested by Developer or Developer’s designee and issued by the County in its sole discretion upon a showing of good cause why final landscaping cannot be installed, but in no event shall a C/O be issued prior to the installation of temporary BMPs in the interim of final landscaping. The County may for good cause grant an extension of time for completion of any part or all of improvements appearing on said Exhibit “E”. Any extension of time shall be in written form only.

6. **Guarantee of Compliance.** The Developer shall submit bonds as collateral for the items listed in Exhibit “E”. Said collateral is releasable only by the County, to guarantee compliance with this agreement, which includes twenty percent (20%) to cover administration and five percent (5%) per year for the term of the Addendum to cover inflation. Said collateral shall be in the amount of \$594,049.18 for the common area landscaping tracts, tree lawns, and Neighborhood Park located in the following areas: West 67th Place, West 67th Drive, Fern Drive, Morrison Drive, Warren Drive, West 66th Avenue, West 66th Place, Tract Q, Tract D, Tract I, Tract L, Tract G, Tract N, and Tract P. Upon completion of said landscaping constructed according to the terms of this Addendum, the collateral shall be released upon approval of the Planning Director and a resolution by the BoCC. Completion of said landscaping shall be determined solely by the County, and a reasonable part of said collateral may be retained to guarantee maintenance of public improvements for a period of one year from the date of completion. Final landscape installation, including final landscape layout and plant count shall be generally consistent with the FDP. C/O may be granted for lots located adjacent to landscaping areas in accordance with the following restrictions:
 - A. **Single Family lots:** C/O will be granted to single family detached lots on a lot to lot basis. Landscaping installation or submission and approval by the County of an interim landscaping plan, “BMPs” for single family lots, must occur prior to being granted C/O. Completion of said landscaping shall be determined solely by the County. A Performance Landscaping Bond Agreement shall be entered into between Adams County and the Home Builder/Applicant if an interim landscaping plan will be utilized. A sample Performance Bond Agreement for landscaping is included as Exhibit “F”.
 - B. **Townhome Lots:** C/O will be granted to final Townhome structure or on a unit by unit basis. Walks located in open space tracts adjacent to lot and necessary to provide access must be provided prior to C/O. Final landscaping or interim landscape plan, “BMPs,” must be installed in adjacent landscape tracts and/or tree lawn prior to receiving C/O. Landscaping on private lot or submission and approval by the County of an interim landscaping plan, “BMPs” for single attached lots, must occur prior to being granted C/O. A Performance Landscaping Bond Agreement may be necessary for interim landscaping on private lots. A Performance Landscape Bond shall be entered into between Adams County and the Home Builder /Applicant if an interim landscaping plan will be utilized. A sample Performance Bond Agreement for landscaping is included as Exhibit “F”.
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. Upon preliminary acceptance of improvements within a phase as described in Exhibit “B”, the County may issue a Certificate of Occupancy for parcels within the accepted phase. Developer or Developer’s designee(s) may submit applications for building permits (subject to compliance, in each case, with all other requirements therefore including but not limited to fire district approval and paved surfaces adjacent to the lot) prior to preliminary acceptance of the improvements required by this Agreement. In no event shall C/O be issued until the public improvements for such phase as described in Exhibit “B” have achieved preliminary acceptance by the County. No building permits may be issued prior to Preliminary Acceptance and final approval of that filing.
8. **Ownership and Maintenance of Landscaping and Public Improvements.** The Clear Creek Station Metropolitan District No. 1 (“CCSMD”) is responsible for the enforcement of landscaping maintenance requirements. Through CCSMD, a DRC (Design Review Committee) will review private open space design for compatibility. Private lot owners shall

be responsible for the maintenance of their property as well as adjacent tree lawn area(s), unless otherwise noted on Exhibit "E". The CCSMD covenants shall include enforcement provisions to ensure that all common areas will be adequately maintained. CCSMD shall provide a guarantee for the long-term maintenance and care of open space and other large tracts in Filing 4. CCSMD shall be responsible for providing adequate funding to ensure maintenance and annual monitoring of the property for the life of the project. The CCSMD covenants shall include enforcement provisions to ensure that all common areas will be adequately maintained. In the event that common areas are not sufficiently maintained by private property owners, CCSMD shall utilize mechanisms enforceable by the covenants until such time the only remaining option is for CCSMD to take over maintenance responsibilities, at which point CCSMD shall take over maintenance responsibilities of these common areas.

Maintenance of the District tree lawns and open spaces depicted in the maintenance diagrams included in Exhibit "E", including Tracts L, I, D, Q, N, G, and P in Filing No. 4, shall be by the CCSMD. All local streets within the limits of the street right-of-way shall be dedicated to Adams County. The adjacent property owner is responsible for maintenance of concrete curb and gutter, sidewalk, and tree lawn within the street right-of-way. The Metropolitan District shall be responsible for any decorative paving or pavers within typical asphalt paving section of street. The County and its Successors and Assigns will be responsible for maintaining all local streets. Homeowners of land abutting a constructed public right-of-way are responsible for snow removal for pedestrian access. Developer shall pay \$594,049.18 to fulfill the landscaping bond requirement for Filing No. 4. If the Developer has not fulfilled the agreed to landscaping requirements prior to the construction completion date in Exhibit "E", the County may proceed with actions to use the bond to install landscaping improvements within Filing No. 4. After the completion of the second year of the life of the bond, the County may cash the bond if the Developer has not fulfilled the landscaping bond by installing landscaping improvements within Filing No. 4.

9. Public Land Dedication ("PLD") Fees.

The estimated PLD fee for the entire Midtown development is \$1,908,351.00. The exact PLD obligations will be calculated when a final plat application for each phase is submitted. The PLD fee for Filing No. 4 is \$161,484.24. The Developer shall submit bonds for these fees as collateral. This is based on the current understanding that the Developer will ultimately dedicate land to a district or other entity as approved by Adams County and pay for park construction costs. Additionally, the bond for the schools portion of the PLD fee is submitted based on the Developer's stated intent to dedicate five (5) acres of land within the development to Mapleton School District. Negotiations between Developer and Mapleton School District are ongoing but not yet finalized as of the time of Filing No. 4. The bonds will have an expiration date as specified below. If the PLD obligations have not been fulfilled as specified below, the County will cash the bonds and no future credits or refunds of these fees will be available.

School and Parks Update

(a) **School.** Per the approved Second Amendment to the PDP, Developer is willing to dedicate five (5) acres to Adams County to be dedicated to Mapleton School District (the "School District") within a future filing. The Developer is in ongoing negotiations with the School District in connection with a proposal to meet the School District's needs for a K-8 Performance and Arts School located in the Midtown subdivision. Accordingly, the Developer has proposed the dedication of a parcel of property in Filing 6 of the Midtown subdivision to the School District in exchange for which the aforementioned five (5) acre school site in parcel 1 would be released back to Developer for residential use. In either event, the outcome will result in an offset against the cash in-lieu owed to the School District. Developer shall provide a surety bond to the County in the amount of \$81,632.57 in order to satisfy the Schools portion of the PLD requirements for Filing No.4. This bond shall expire on December 9, 2017 (12/9/2017). After December 9, 2016 (12/9/2016), the County

may cash the bond if the Developer has not fulfilled the PLD requirements by dedicating the minimum five (5) acre site within Filing 6.

(b) **Parks.** Arcadis and Brownfield Partners have been engaged for environmental cleanup efforts on the former facility parcel, which are ongoing. Upon the completion of the cleanup, Developer proposes to construct a 43-acre park as depicted in the Second Amendment to the PDP. The park will be fully designed and developed by the CCSMD in coordination with adjacent districts or other entities as approved by Adams County. Upon completion of the park development the 43-acres will be turned over to a district or other entity selected by CCSMD and approved by Adams County for operations and maintenance. If the selected district or other entity approved by Adams County chooses not to engage in an agreement with the CCSMD to take over maintenance and operations, then CCSMD will maintain the park. In light of Developer's proposal to dedicate a 2-acre neighborhood park within the Property, and a 43-acre park to a CCSMD selected district, Developer shall provide surety bonds in favor of the County until the parks are constructed. Such bonds and the ultimate construction of the parks would offset any Neighborhood Park PLD cash-in-lieu fees for earlier phases. If any Neighborhood Park PLD fees for each phase are not covered by the park acreage to be dedicated, then cash-in-lieu for the difference shall be paid to the County at the time of submittal of a final plat application for that phase.

2.3 Acres of the Filing Four area is proposed as a portion of the 2.54 Acre Neighborhood Park obligation; refer to open space diagram included as a part of Exhibit "E" for location. Developer shall provide a surety bond to the County in the amount of \$10,133.00 in order to satisfy the balance of the Neighborhood Parks Public Land Dedication requirement for Filing No. 4. This bond shall expire on December 9, 2018 (12/9/2018). After December 9, 2017 (12/9/2017), the County may proceed with actions to cash the bond if the Developer has not yet fulfilled the Neighborhood Parks PLD requirements for Filing No. 4 by dedicating neighborhood parks land in future filings. If cashed, the money from this bond shall be held in an account by the County subject to the requirements of Section 5-05 of the Adams County Development Standards and Regulations.

The planned 43-acre park shall be credited toward the Developer's Neighborhood Park PLD requirements. The County has not yet determined whether any credit will be given toward Regional Park PLD requirements. As such, the Developer shall pay \$69,717.13 cash-in-lieu to fulfill the Regional Park PLD requirement for Filing No. 4.

10. **Plat Corrections and PUD Amendment.** The Developer acknowledges that all setbacks shall be consistent with those depicted within the development standards of the approved and amended Preliminary Development Plan. Developer agrees to meet Building Safety and fire district requirements.
11. **Successors and Assigns.** This Addendum 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" of the Original Agreement.
12. **Metropolitan Districts.** Notwithstanding any provision hereof to the contrary and in furtherance of Section 11, Developer shall have the right to assign certain of its obligations and responsibilities hereunder to CCSMD or another special or metropolitan district created for the purpose of constructing, operating and/or maintaining public and private improvements. The County acknowledges that in 2007 the County approved a consolidated Service Plan for CCSMD together with the Clear Creek Station Metropolitan District Nos. 2 and 3 (collectively, the "Districts"), and that it is specifically contemplated that one or more of the Districts may undertake and complete financing, development and construction of any or all of the Improvements defined under Section 15 or as described elsewhere in this Agreement, subject to a maximum mill levy of fifty (50) mills in connection therewith, as adjusted per Section VII(C) of the Service Plan. Notice of any such assignment shall be given to the County at least 30 days prior to such assignment in accordance with Section 14

hereof. Any such assignment shall not be made without the express written consent of the County. Such consent shall not be unreasonably withheld. Said notice shall contain the effective date of such assignment.

13. **Special Provisions.** This Agreement shall constitute the entire Agreement between the parties. No subsequent amendment hereto shall be valid unless made in writing and executed by the parties hereto provided.
14. **Notice.** Any notice that may be given under the terms of this Agreement shall be made in writing, and shall be deemed made upon personal service or upon mailing by United States Mail, postage prepaid, to the other party, and unless amended by written notice, to the following:

DEVELOPER
Midtown LLC
188 Inverness Drive West, Suite 150
Englewood, Colorado 80112
Attn: Richard Dengler
(303) 706-9451

ADAMS COUNTY
Planning and Development
4430 S. Adams County Parkway
Brighton, CO 80601-8218
Attn: Abel Montoya
(720) 523-6800

Transportation Department
4430 S. Adams County Parkway
Brighton, CO 80601-8218
Attn: Matthew Emmens
(720) 523-6875

15. **Improvements.** Reference Original Agreement dated June 24, 2014.
Public Improvements are listed in Exhibit "B".
Location of Improvements are shown in Exhibit "D".

16. **Landscaping and Dedication.** The undersigned Developer hereby agrees to provide the following landscaping.

Landscaping. Designate separately each public and private improvement.

Filing No. 4 – Developer Cost:

Landscaping associated with common area landscaping tracts, tree lawns, and Neighborhood Park open spaces located in the following areas; West 67th Place, West 67th Drive, Fern Drive, Morrison Drive, Warren Drive, West 66th Avenue, West 66th Place, Tract Q, Tract D, Tract I, Tract L, Tract G, Tract N, and Tract P. See Exhibit "E" for description, estimated quantities and estimated construction costs.

The landscaping shall be constructed in accordance with all County requirements and specifications in accordance with the approved plans, this Addendum and time schedule as indicated in Exhibit "E".

Midtown LLC.

By: 
Ashley Snedden, Chief Financial Officer


Clear Creek Station Metropolitan District ("CCSMD")

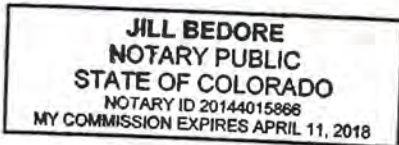
By: 
Chris Bremner, Senior Development Manager

The foregoing instrument was acknowledged before me this 25 day of September, 2014, by Ashley Snedden

My commission expires: 4-11-18

Address: 3911 S. Pagosa St.
Aurora CO 80013


Notary Public



APPROVED BY resolution at the meeting of October 28, 2014.

Collateral to guarantee compliance with this Addendum and construction of public and private landscaping shall be required in the amount of:

\$594,049.18

No construction permits or building permits shall be issued until said collateral is furnished in the amount required and in a form acceptable to the Board of County Commissioners.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO


Clerk of the Board


Chair

APPROVED AS TO FORM
COUNTY ATTORNEY



EXHIBIT A

LEGAL DESCRIPTION

MIDTOWN AT CLEAR CREEK – FILING NO. 4

PARCEL A

A PARCEL OF LAND BEING ALL OF TRACTS E AND F OF MIDTOWN AT CLEAR CREEK-FILING NO. 2 AS RECORDED AT RECEPTION NO. 2013000104695 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE; LOCATED WITHIN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO.

CONTAINING AN AREA OF 0.296 ACRE, (12,888 SQUARE FEET), MORE OR LESS.

PARCEL B

A PARCEL OF LAND BEING ALL OF TRACT D OF MIDTOWN AT CLEAR CREEK-FILING NO. 2 AS RECORDED AT RECEPTION NO. 2013000104695 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE, TOGETHER WITH A PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH SIXTEENTH CORNER OF SAID SECTION 4 AND CONSIDERING THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 4 TO BEAR SOUTH 89°55'26" EAST, A DISTANCE OF 1337.21 FEET, ALL BEARINGS HEREON ARE REFERENCED TO THIS LINE;

THENCE ALONG SAID SOUTH LINE, SOUTH 89°55'26" EAST, A DISTANCE OF 133.40 FEET TO THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID SOUTH LINE, NORTH 00°16'34" EAST, A DISTANCE OF 395.21 FEET;

THENCE SOUTH 89°47'41" EAST, A DISTANCE OF 293.35 FEET;

THENCE NORTH 00°16'34" EAST, A DISTANCE OF 629.13 FEET;

THENCE NORTH 89°43'26" WEST, A DISTANCE OF 41.34 FEET;

THENCE NORTH 00°16'34" EAST, A DISTANCE OF 57.00 FEET;

THENCE SOUTH 89°43'26" EAST, A DISTANCE OF 260.00 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID MIDTOWN AT CLEAR CREEK FILING NO. 2;

THENCE ALONG SAID WESTERLY BOUNDARY THE FOLLOWING THIRTEEN (13) COURSES:

- 1) SOUTH 00°16'34" WEST, A DISTANCE OF 57.00 FEET;
- 2) SOUTH 89°43'26" EAST, A DISTANCE OF 276.59 FEET;
- 3) SOUTH 00°16'34" WEST, A DISTANCE OF 109.17 FEET;
- 4) SOUTH 89°43'26" EAST, A DISTANCE OF 57.00 FEET;
- 5) NORTH 00°16'34" EAST, A DISTANCE OF 25.05 FEET;
- 6) SOUTH 89°43'26" EAST, A DISTANCE OF 85.00 FEET;
- 7) SOUTH 00°16'34" WEST, A DISTANCE OF 272.00 FEET;

- 8) SOUTH 89°43'26" EAST, A DISTANCE OF 24.57 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET;
- 9) EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°00'00", AN ARC LENGTH OF 19.63 FEET;
- 10) TANGENT TO SAID CURVE, NORTH 45°16'34" EAST, A DISTANCE OF 92.97 FEET;
- 11) SOUTH 44°43'26" EAST, A DISTANCE OF 72.96 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 78.50 FEET;
- 12) SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°00'00", AN ARC LENGTH OF 61.65 FEET;
- 13) TANGENT TO SAID CURVE, SOUTH 89°43'26" EAST, A DISTANCE OF 136.41 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF LARSH DRIVE AS SHOWN ON MIDTOWN AT CLEAR CREEK-FILING NO. 1 PLAT CORRECTION AS RECORDED AT RECEPTION NO. 2013000055576 IN SAID RECORDS;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY, SOUTH 00°16'34" WEST, A DISTANCE OF 275.52 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF THE PRELIMINARY/FINAL PLAT OF MIDTOWN AT CLEAR CREEK-FILING NO. 3 AS RECORDED AT RECEPTION NO. 201400004736, IN SAID RECORDS;

THENCE ALONG THE NORTHERLY AND WESTERLY BOUNDARY OF SAID MIDTOWN AT CLEAR CREEK FILING NO. 3 THE FOLLOWING NINE (9) COURSES:

- 1) DEPARTING SAID WESTERLY RIGHT-OF-WAY, NORTH 89°43'26" WEST, A DISTANCE OF 135.09 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 78.50 FEET;
- 2) SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°00'00", AN ARC LENGTH OF 61.65 FEET;
- 3) TANGENT TO SAID CURVE, SOUTH 45°16'34" WEST, A DISTANCE OF 68.46 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 78.50 FEET;
- 4) SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°00'00", AN ARC LENGTH OF 61.65 FEET;
- 5) TANGENT TO SAID CURVE, SOUTH 00°16'34" WEST, A DISTANCE OF 69.09 FEET;
- 6) NORTH 89°43'26" WEST, A DISTANCE OF 54.50 FEET;
- 7) SOUTH 00°16'34" WEST, A DISTANCE OF 57.00 FEET;
- 8) SOUTH 89°43'26" EAST, A DISTANCE OF 24.74 FEET;
- 9) SOUTH 00°16'34" WEST, A DISTANCE OF 135.09 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 4;

THENCE ALONG SAID SOUTH LINE, NORTH 89°55'26" WEST A DISTANCE OF 990.34 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 20.750 ACRES, (903,853 SQUARE FEET), MORE OR LESS.

PARCELS A AND B HAVING A COMBINED AREA OF 21.046 ACRES, (916,741 SQUARE FEET), MORE OR LESS.

Subdivision Improvements
Agreement Addendum
Midtown LLC
Midtown at Clear Creek Filing No. 4
Case No. PLT2014-00015, which is
part of Case No. PRC2014-00009

EXHIBIT B

Please reference approved Filing Four Subdivision Improvement Agreement for
Exhibit B, Public Improvements

EXHIBIT C

Please reference approved Filing Four Subdivision Improvement Agreement for
Exhibit C, Phasing Exhibit

EXHIBIT D

Please reference approved Filing Four Subdivision Improvement Agreement for
Exhibit D, Public vs. Private Improvements

EXHIBIT E

Filing 4 - Landscape – W. 67th Place

LANDSCAPE			
ITEM	DESCRIPTION	QNTY.	UNIT COST/UNIT TOTAL COST
	Trees by District or builder	8 EA.	\$400.00 \$ 3,200.00
	Sod Tree Lawn w/ soil prep and irrigation (District & builder)	1,556 S.F.	\$1.32 \$ 2,053.92
			\$ 5,253.92
Total \$			5,253.92

Filing 4 – Landscape – W. 67th Drive

LANDSCAPE			
ITEM	DESCRIPTION	QNTY.	UNIT COST/UNIT TOTAL COST
	Trees by District or builder	11 EA.	\$400.00 \$ 4,400.00
	Sod Tree Lawn w/ soil prep and irrigation (District & builder)	3,086 S.F.	\$1.32 \$ 4,073.52
			\$ 8,473.52
Total \$			8,473.52

Filing 4 – Landscape – Fern Drive

LANDSCAPE			
ITEM	DESCRIPTION	QNTY.	UNIT COST/UNIT TOTAL COST
	Trees by District or builder	31 EA.	\$400.00 \$ 12,400.00
	Sod Tree Lawn w/ soil prep and irrigation (District & builder)	7,602 S.F.	\$1.32 \$ 10,034.64
			\$ 22,434.64
Total \$			22,434.64

Filing 4 – Landscape – Morrison Drive

LANDSCAPE			
ITEM	DESCRIPTION	QNTY.	UNIT COST/UNIT TOTAL COST
	Trees by District or builder	24 EA.	\$400.00 \$ 9,600.00
	Sod Tree Lawn w/ soil prep and irrigation (District & builder)	5,628 S.F.	\$1.32 \$ 7,428.96
			\$ 17,028.96
Total \$			17,028.96

Filing 4 – Landscape – Warren Drive

LANDSCAPE			
ITEM	DESCRIPTION	QNTY.	UNIT COST/UNIT TOTAL COST
	Trees by District or builder	29 EA.	\$400.00 \$ 11,600.00
	Sod Tree Lawn w/ soil prep and irrigation (District & builder)	6,432 S.F.	\$1.32 \$ 8,490.24
			\$ 20,090.24
Total \$			20,090.24

Filing 4 – Landscape – W. 66th Avenue

LANDSCAPE			
ITEM	DESCRIPTION	QNTY.	UNIT COST/UNIT TOTAL COST
	Trees by District or builder	7 EA.	\$400.00 \$ 2,800.00
	Sod Tree Lawn w/ soil prep and irrigation (District & builder)	1,390 S.F.	\$1.32 \$ 1,834.80
			\$ 4,634.80
Total \$			4,634.80

Filing 4 – Landscape – W. 66th Place

LANDSCAPE				
ITEM	DESCRIPTION	QNTY.	UNIT COST/UNIT	TOTAL COST
	Trees by District or builder	5	EA. \$400.00	\$ 2,000.00
	Sod Tree Lawn w/ soil prep and irrigation (District & builder)	1,017	S.F. \$1.32	\$ 1,342.44
				\$ 3,342.44
Total				\$ 3,342.44

Filing 4 – Landscape – Tract Q – Part A.

LANDSCAPE				
ITEM	DESCRIPTION	QNTY.	UNIT COST/UNIT	TOTAL COST
	Trees (canopy, evergreen and ornamental)	58	EA. \$400.00	\$ 23,200.00
	Sod w/ soil prep and irrigation	20,023	S.F. \$1.32	\$ 26,430.36
	Planting bed w/ amendment and plant material	11,817	S.F. \$2.56	\$ 30,251.52
				\$ 79,881.88
HARDSCAPE				
ITEM	DESCRIPTION	QNTY.	UNIT COST/UNIT	TOTAL COST
	Concrete walks and paving	18,251	S.F. \$2.50	\$ 45,627.50
	Fibar or approved equal play surface	3,804	S.F. \$2.00	\$ 7,608.00
				\$ 53,235.50
Total				\$ 133,117.38

Filing 4 – Landscape – Tract Q – Part B.

LANDSCAPE				
ITEM	DESCRIPTION	QNTY.	UNIT COST/UNIT	TOTAL COST
	Trees (canopy, evergreen and ornamental)	17	EA. \$400.00	\$ 6,800.00
	Sod w/ soil prep and irrigation	6,953	S.F. \$1.32	\$ 9,177.96
	Planting bed w/ amendment and plant material	6,053	S.F. \$2.56	\$ 15,495.68
				\$ 31,473.64
HARDSCAPE				
ITEM	DESCRIPTION	QNTY.	UNIT COST/UNIT	TOTAL COST
	Concrete walks and paving	2,032	S.F. \$2.50	\$ 5,080.00
				\$ 5,080.00
Total				\$ 36,553.64

Filing 4 – Landscape – Tract D

LANDSCAPE				
ITEM	DESCRIPTION	QNTY.	UNIT COST/UNIT	TOTAL COST
	Trees (canopy, evergreen and ornamental)	10	EA. \$400.00	\$ 4,000.00
	Sod w/ soil prep and irrigation	3,975	S.F. \$1.32	\$ 5,247.00
	Planting bed w/ amendment and plant material	2,580	S.F. \$2.56	\$ 6,604.80
				\$ 15,851.80
HARDSCAPE				
ITEM	DESCRIPTION	QNTY.	UNIT COST/UNIT	TOTAL COST
	Concrete walks and paving	7,353	S.F. \$2.50	\$ 18,382.00
				\$ 18,382.00
Total				\$ 34,233.80

Filing 4 – Landscape – Tract I

LANDSCAPE				
ITEM	DESCRIPTION	QNTY.	UNIT COST/UNIT	TOTAL COST
	Trees (canopy, evergreen and ornamental)	8	EA. \$400.00	\$ 3,200.00
	Sod w/ soil prep and irrigation	4,348	S.F. \$1.32	\$ 5,739.36
	Planting bed w/ amendment and plant material	2,958	S.F. \$2.56	\$ 7,572.48
				\$ 16,511.84
HARDSCAPE				
ITEM	DESCRIPTION	QNTY.	UNIT COST/UNIT	TOTAL COST
	Concrete walks and paving	2,906	S.F. \$2.50	\$ 7,265.00
				\$ 7,265.00
Total				\$ 23,776.84

Filing 4 – Landscape – Tract L

LANDSCAPE				
ITEM	DESCRIPTION	QNTY.	UNIT COST/UNIT	TOTAL COST
	Trees (canopy, evergreen and ornamental)	10	EA. \$400.00	\$ 4,000.00
	Sod w/ soil prep and irrigation	4,828	S.F. \$1.32	\$ 6,372.96
	Planting bed w/ amendment and plant material	3,188	S.F. \$2.56	\$ 8,161.28
				\$ 18,534.24
HARDSCAPE				
ITEM	DESCRIPTION	QNTY.	UNIT COST/UNIT	TOTAL COST
	Concrete walks and paving	3,914	S.F. \$2.50	\$ 9,785.00
				\$ 9,785.00
Total				\$ 28,319.24

Filing 4 – Landscape – Tract G

LANDSCAPE				
ITEM	DESCRIPTION	QNTY.	UNIT COST/UNIT	TOTAL COST
	Planting bed w/ amendment and plant material	1,860	S.F. \$2.56	\$ 4,761.60
				\$ 4,761.60

Filing 4 – Landscape – Tract N

LANDSCAPE				
ITEM	DESCRIPTION	QNTY.	UNIT COST/UNIT	TOTAL COST
	Planting bed w/ amendment and plant material	1,860	S.F. \$2.56	\$ 4,761.60
				\$ 4,761.60

Filing 4 – Landscape – Tract P

LANDSCAPE				
ITEM	DESCRIPTION	QNTY.	UNIT COST/UNIT	TOTAL COST
	Trees (canopy, evergreen and ornamental)	52 EA.	\$400.00	\$ 20,800.00
	Upright Evergreen Shrubs	40 EA.	\$115.00	\$ 4,600.00
	Sod w/ soil prep and irrigation	1,983 S.F.	\$1.32	\$ 2,617.56
	Planting bed w/ amendment and plant material	8,768 S.F.	\$2.56	\$ 22,446.08
	Native Seed w/ soil preparation	16,285 SF.	\$0.25	\$ 4,071.25
				\$ 54,534.89
HARDSCAPE				
ITEM	DESCRIPTION	QNTY.	UNIT COST/UNIT	TOTAL COST
	Concrete walks and paving	10,527 S.F.	\$2.50	\$ 26,317.50
				\$ 26,317.50
Total				\$ 80,852.39

SUMMARY

DEVELOPER COST – SUB-TOTAL	\$ 427,635.01
20% ADMINISTRATION	\$ 85,527.00
5% PER YEAR INFLATION	\$ 25,658.10
5% PER YEAR INFLATION YEAR TWO	\$ 26,941.01
5% PER YEAR INFLATION YEAR THREE	\$ 28,288.06
TOTAL	\$ 594,049.18

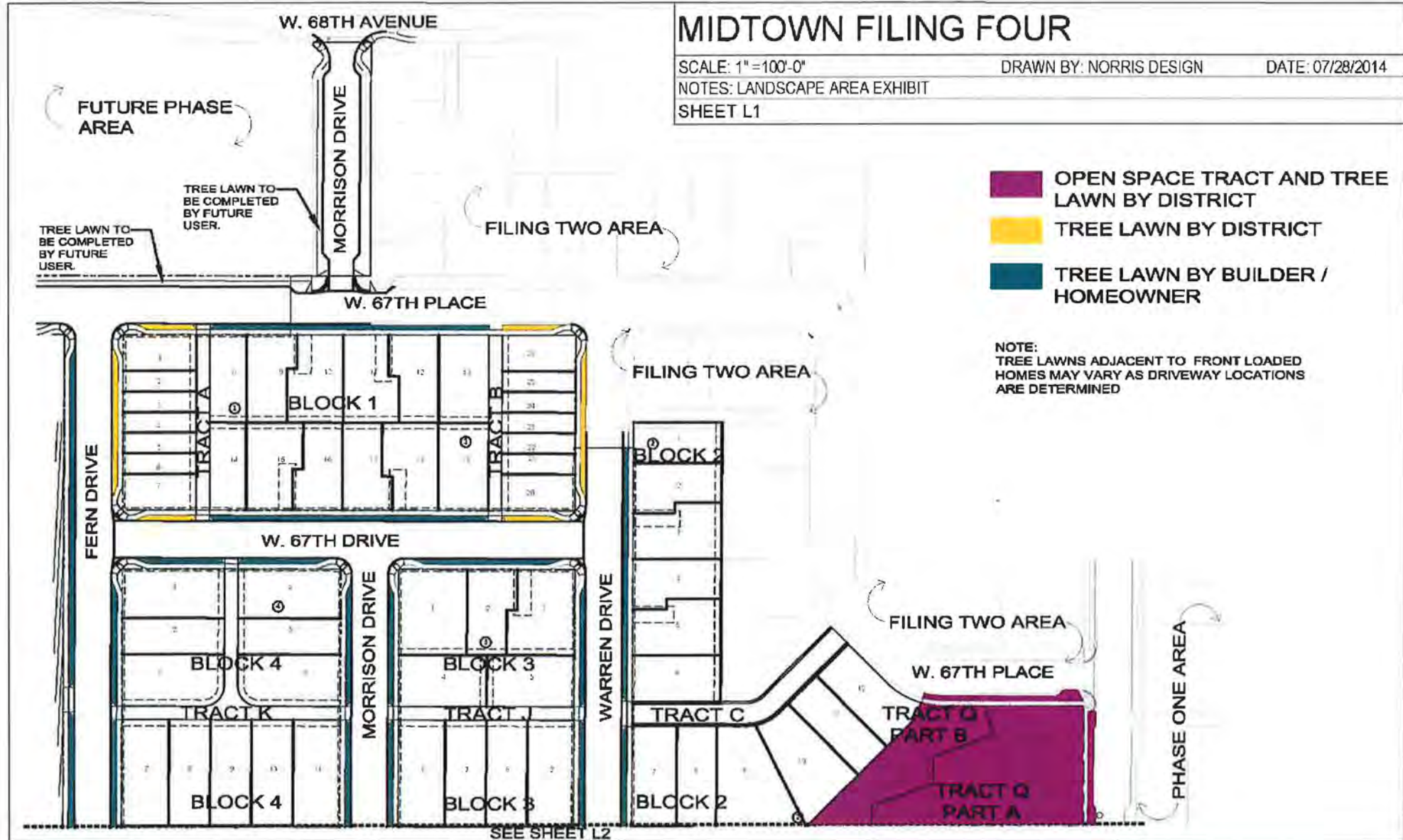
\$594,049.18 collateral includes twenty percent (20%) to cover administration and five percent (5%) per year for the term of the Addendum to cover inflation.

Construction Completion Date

December 1, 2017

Initials or signature of Developer:

Subdivision Improvements
 Agreement Addendum
 Midtown LLC
 Midtown at Clear Creek Filing No. 4
 Case No. PLT2014-00015, which is
 part of Case No. PRC2014-00009



Subdivision Improvements
 Agreement Addendum
 Midtown LLC
 Midtown at Clear Creek Filing No. 4
 Case No. PLT2014-00015, which is
 part of Case No. PRC2014-00009

- OPEN SPACE TRACT AND TREE LAWN BY DISTRICT
- TREE LAWN BY DISTRICT
- TREE LAWN BY BUILDER / HOMEOWNER

NOTE:
 TREE LAWNS ADJACENT TO FRONT LOADED HOMES MAY VARY AS DRIVEWAY LOCATIONS ARE DETERMINED

MIDTOWN FILING FOUR

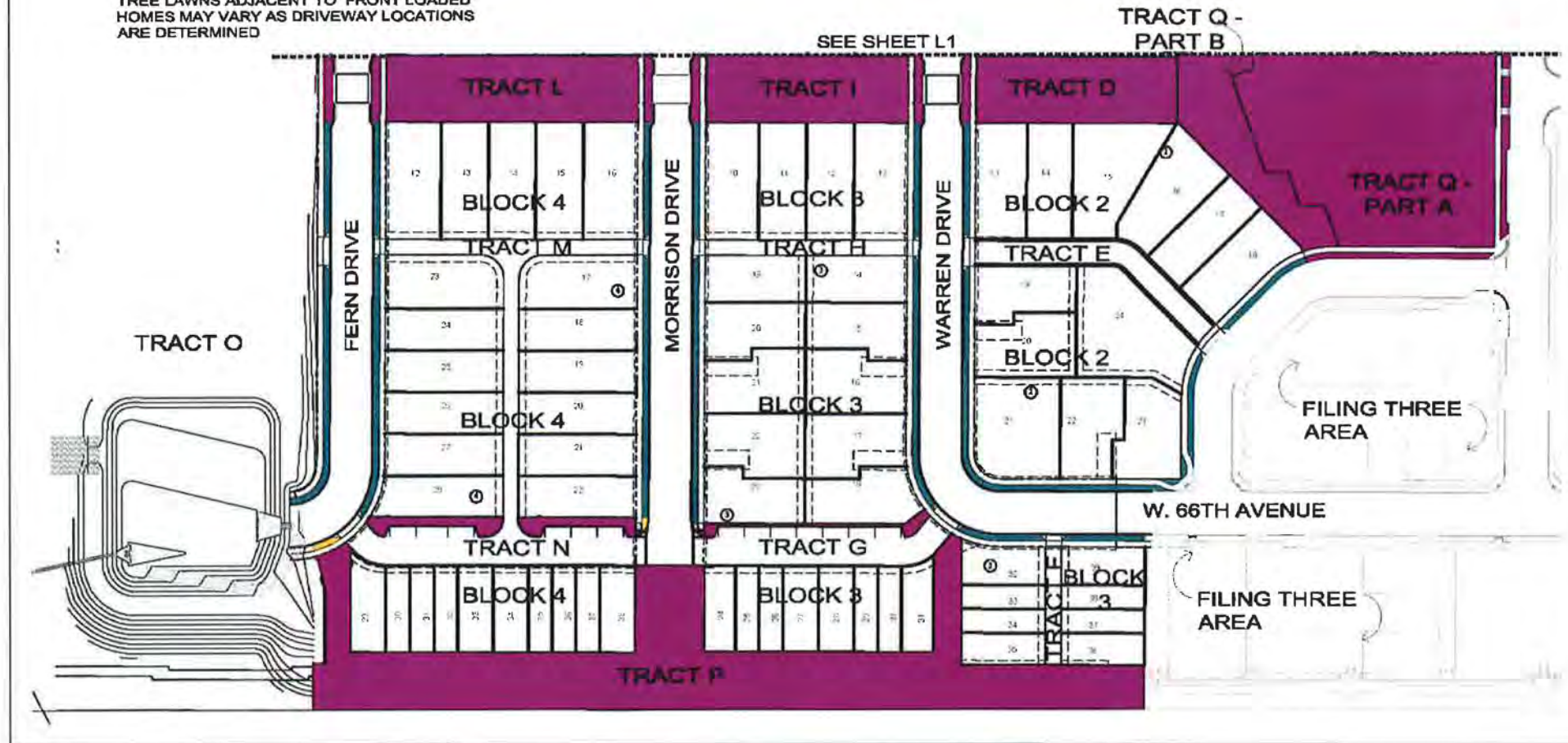
SCALE: 1" = 100'-0"

DRAWN BY: NORRIS DESIGN

DATE: 07/28/2014

NOTES: LANDSCAPE AREA EXHIBIT

SHEET L2



Subdivision Improvements
 Agreement Addendum
 Midtown LLC
 Midtown at Clear Creek Filing No. 4
 Case No. PLT2014-00015, which is
 part of Case No. PRC2014-00009

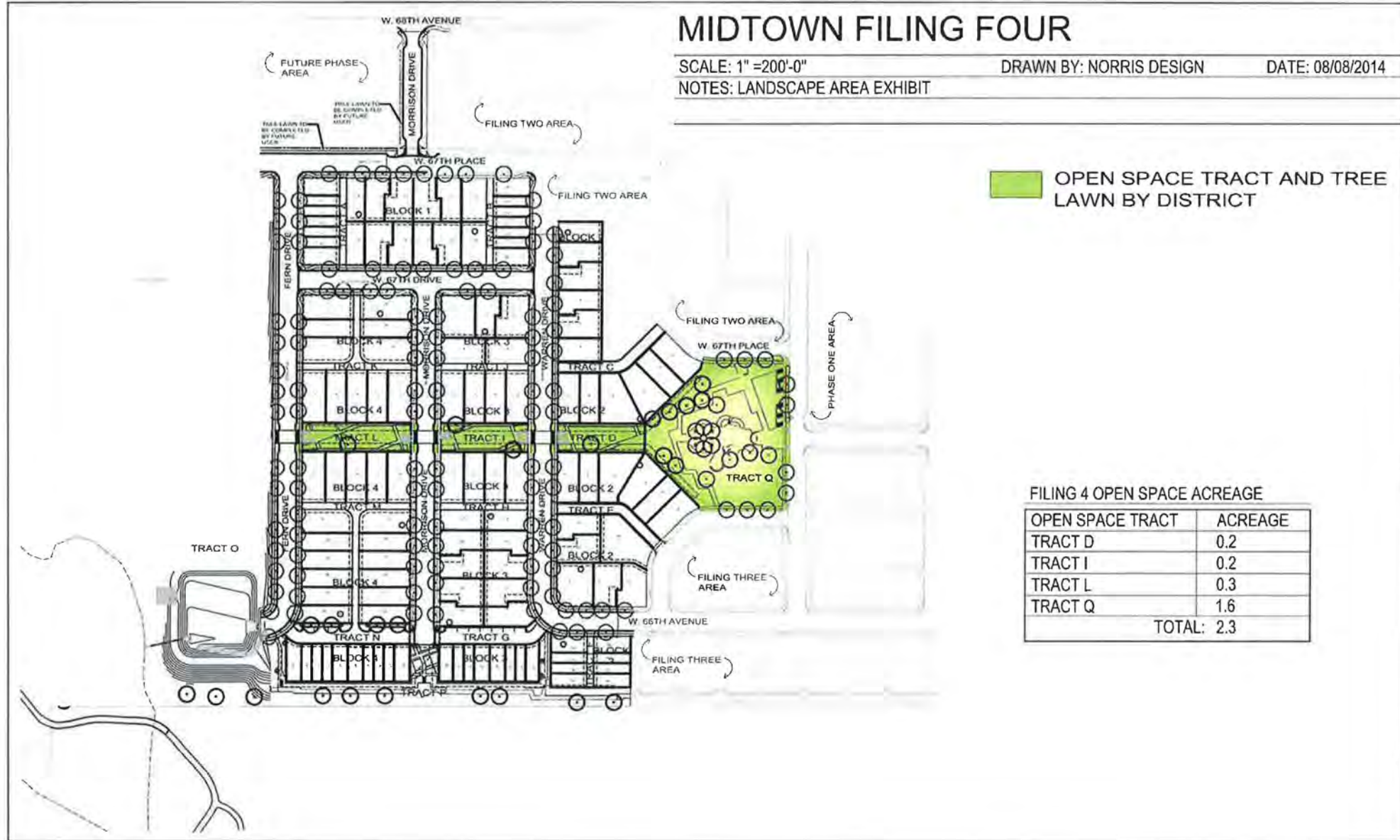


EXHIBIT F

**MIDTOWN SINGLE FAMILY DETACHED HOME
LANDSCAPE PERFORMANCE BOND AGREEMENT TEMPLATE**

This Performance Bond Agreement ("Agreement") is entered into this ___ day of ___ 201_, by and between the County of Adams, State of Colorado, by and through its Department of Planning and Development, ("County") and _____ ("Applicant").

WHEREAS, the Applicant is holder of a **Certificate of Occupancy** (certificate of occupancy; building permit, etc.), Applicant hereby tenders to the County a cash/surety bond as collateral deposit in the sum of **\$6,200.00** ("Collateral") per home, to be held by the Adams County Treasurer until such time as the following conditions have been satisfied:

Completion of the required landscaping as specified in the corresponding Final Development Plan for property located _____, PIN # _____. The bond shall include all costs for labor and materials to install living landscaping on the property at the aforementioned address. Multiple properties may be bonded for in one agreement. Applicant should attach exhibit including all addresses and PIN#s applicable.

Total Collateral \$_____

In order for Applicant to obtain a timely return of the Collateral, the Conditions must be satisfied no later than _____.

In the event the Applicant fails to satisfy the conditions to the satisfaction of the County by the date specified herein, Property owner/Applicant hereby gives the County and/or its authorized agent permission to enter onto the Property to perform the work necessary to complete the conditions. Expenses for any work performed pursuant to this paragraph shall be funded by the Collateral, and property Owner/Applicant shall reimburse the county for any expenses not satisfied by the Collateral. Any Collateral not utilized by the County for completion of the conditions pursuant to this paragraph shall be returned to the Property Owner/Applicant.

By signing below, Applicant agrees to abide by the terms of this Agreement.

Applicant

Adams County Planning and Development

**MIDTOWN SINGLE FAMILY ATTACHED HOME
LANDSCAPE PERFORMANCE BOND AGREEMENT TEMPLATE**

This Performance Bond Agreement ("Agreement") is entered into this ___ day of ___ 201_, by and between the County of Adams, State of Colorado, by and through its Department of Planning and Development, ("County") and _____ ("Applicant").

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Completion of the required landscaping as specified in the corresponding Final Development Plan for property located _____, PIN # _____. The bond shall include all costs for labor and materials to install living landscaping on the property at the aforementioned address. Multiple properties may be bonded for in one agreement. Applicant should attach exhibit including all addresses and PIN#s applicable.

Total Collateral \$ _____

In order for Applicant to obtain a timely return of the Collateral, the Conditions must be satisfied no later than _____.

In the event the Applicant fails to satisfy the conditions to the satisfaction of the County by the date specified herein, Property owner/Applicant hereby gives the County and/or its authorized agent permission to enter onto the Property to perform the work necessary to complete the conditions. Expenses for any work performed pursuant to this paragraph shall be funded by the Collateral, and property Owner/Applicant shall reimburse the county for any expenses not satisfied by the Collateral. Any Collateral not utilized by the County for completion of the conditions pursuant to this paragraph shall be returned to the Property Owner/Applicant.

By signing below, Applicant agrees to abide by the terms of this Agreement.

Applicant

Adams County Planning and Development

STATE OF COLORADO)

COUNTY OF ADAMS)

At a regular meeting of the Board of County Commissioners for Adams County, Colorado, held at the Government Building in Brighton, Colorado on the 28th day of October, 2014 there were present:

Charles "Chaz" Tedesco _____ Chair
Eva J. Henry _____ Commissioner
Erik Hansen _____ Commissioner
Heidi Miller _____ County Attorney
Mark Moskowitz, Deputy _____ Clerk of the Board

when the following proceedings, among others, were held and done, to-wit:

Resolution 2014-338

RESOLUTION APPROVING APPLICATION IN CASE #PRC2014-00009 MIDTOWN AT CLEAR CREEK FILING NO. 4

WHEREAS, the Adams County Planning Commission held a public hearing on the 9th day of OCTOBER, 2014, and forwarded a recommendation of APPROVAL to the Board of County Commissioners; and

WHEREAS, on the 28th day of OCTOBER, 2014, the Board of County Commissioners held a public hearing on the application of Midtown at Clear Creek Filing No. 4, Case #PRC2014-00009; and,

WHEREAS, this case involved an application for: 1) Final Development Plan (FDP) to allow 127 lots on approximately 21.1 acres in the P-U-D, Planned Unit Development zone district; 2) Major Subdivision (Preliminary/Final Plat) to create 127 lots on approximately 21.1 acres in the P-U-D, Planned Unit Development zone district; and 3) Subdivision Improvement Agreement (SIA) for Filing No. 4.

APPROXIMATE LOCATION: 6701 PECOS ST, Denver, CO 80221

LEGAL DESCRIPTION:

PARCEL A

A PARCEL OF LAND BEING ALL OF TRACTS E AND F OF MIDTOWN AT CLEAR CREEK-FILING NO. 2 AS RECORDED AT RECEPTION NO. 2013000104695 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE; LOCATED WITHIN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO. CONTAINING AN AREA OF 0.296 ACRE, (12,888 SQUARE FEET), MORE OR LESS.

PARCEL B

A PARCEL OF LAND BEING ALL OF TRACT D OF MIDTOWN AT CLEAR CREEK-FILING NO. 2 AS RECORDED AT RECEPTION NO. 2013000104695 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE, TOGETHER WITH A PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH SIXTEENTH CORNER OF SAID SECTION 4 AND CONSIDERING THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 4 TO BEAR SOUTH 89°55'26" EAST, A DISTANCE OF 1337.21 FEET, ALL BEARINGS HEREON ARE REFERENCED TO THIS LINE;

THENCE ALONG SAID SOUTH LINE, SOUTH 89°55'26" EAST, A DISTANCE OF 133.40 FEET TO THE POINT OF BEGINNING;

THENCE DEPARTING SAID SOUTH LINE, NORTH 00°16'34" EAST, A DISTANCE OF 395.21 FEET;

THENCE SOUTH 89°47'41" EAST, A DISTANCE OF 293.35 FEET;

THENCE NORTH 00°16'34" EAST, A DISTANCE OF 629.13 FEET;

THENCE NORTH 89°43'26" WEST, A DISTANCE OF 41.34 FEET;

THENCE NORTH 00°16'34" EAST, A DISTANCE OF 57.00 FEET;

THENCE SOUTH 89°43'26" EAST, A DISTANCE OF 260.00 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID MIDTOWN AT CLEAR CREEK FILING NO. 2;

THENCE ALONG SAID WESTERLY BOUNDARY THE FOLLOWING THIRTEEN (13) COURSES:

- 1) SOUTH 00°16'34" WEST, A DISTANCE OF 57.00 FEET;
- 2) SOUTH 89°43'26" EAST, A DISTANCE OF 276.59 FEET;
- 3) SOUTH 00°16'34" WEST, A DISTANCE OF 109.17 FEET;
- 4) SOUTH 89°43'26" EAST, A DISTANCE OF 57.00 FEET;
- 5) NORTH 00°16'34" EAST, A DISTANCE OF 25.05 FEET;
- 6) SOUTH 89°43'26" EAST, A DISTANCE OF 85.00 FEET;
- 7) SOUTH 00°16'34" WEST, A DISTANCE OF 272.00 FEET;
- 8) SOUTH 89°43'26" EAST, A DISTANCE OF 24.57 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET;
- 9) EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°00'00", AN ARC LENGTH OF 19.63 FEET;
- 10) TANGENT TO SAID CURVE, NORTH 45°16'34" EAST, A DISTANCE OF 92.97 FEET;
- 11) SOUTH 44°43'26" EAST, A DISTANCE OF 72.96 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 78.50 FEET;
- 12) SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°00'00", AN ARC LENGTH OF 61.65 FEET;
- 13) TANGENT TO SAID CURVE, SOUTH 89°43'26" EAST, A DISTANCE OF 136.41 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF LARSH DRIVE AS SHOWN ON MIDTOWN AT CLEAR CREEK-FILING NO. 1 PLAT CORRECTION AS RECORDED AT RECEPTION NO. 2013000055576 IN SAID RECORDS;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY, SOUTH 00°16'34" WEST, A DISTANCE OF 275.52 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF THE PRELIMINARY/FINAL PLAT OF MIDTOWN AT CLEAR CREEK-FILING NO. 3 AS RECORDED AT RECEPTION NO. 201400004736, IN SAID RECORDS;

THENCE ALONG THE NORTHERLY AND WESTERLY BOUNDARY OF SAID MIDTOWN AT CLEAR CREEK FILING NO. 3 THE FOLLOWING NINE (9) COURSES:

- 1) DEPARTING SAID WESTERLY RIGHT-OF-WAY, NORTH 89°43'26" WEST, A DISTANCE OF 135.09 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 78.50 FEET;
- 2) SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°00'00", AN ARC LENGTH OF 61.65 FEET;
- 3) TANGENT TO SAID CURVE, SOUTH 45°16'34" WEST, A DISTANCE OF 68.46 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 78.50 FEET;
- 4) SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°00'00", AN ARC LENGTH OF 61.65 FEET;
- 5) TANGENT TO SAID CURVE, SOUTH 00°16'34" WEST, A DISTANCE OF 69.09 FEET;
- 6) NORTH 89°43'26" WEST, A DISTANCE OF 54.50 FEET;

- 7) SOUTH 00°16'34" WEST, A DISTANCE OF 57.00 FEET;
- 8) SOUTH 89°43'26" EAST, A DISTANCE OF 24.74 FEET;
- 9) SOUTH 00°16'34" WEST, A DISTANCE OF 135.09 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 4;

THENCE ALONG SAID SOUTH LINE, NORTH 89°55'26" WEST A DISTANCE OF 990.34 FEET TO THE POINT OF BEGINNING. CONTAINING AN AREA OF 20.750 ACRES, (903,853 SQUARE FEET), MORE OR LESS.

PARCELS A AND B HAVING A COMBINED AREA OF 21.046 ACRES, (916,741 SQUARE FEET), MORE OR LESS.

WHEREAS, substantial testimony was presented by members of the public and the applicant.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that based upon the evidence presented at the hearing and the recommendations of the Department of Planning and Development and the Planning Commission, the application in this case is hereby APPROVED based upon the following findings of fact and subject to the fulfillment of the following notes by the applicant:

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.
10. The final plat is consistent and conforms to the approved preliminary plat.
11. The final plat is in conformance with the subdivision design standards.

12. 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.
13. The applicant has provided evidence that a public sewage disposal system has been established and, if other methods of sewage disposal are proposed, adequate evidence indicating that the system complies with state and local laws and regulations.
14. 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.
15. The proposed or constructed drainage improvements are adequate and comply with these standards and regulations.
16. Adequate public facilities or infrastructure, or cash-in-lieu, for impacts reasonably related to the proposed subdivision have been constructed or financially guaranteed through cash-in-lieu or a subdivision improvements agreement so the proposed subdivision will not negatively impact the levels of service of the County.
17. The FDP is in general conformity with the Adams County Comprehensive Plan and any applicable area plan.
18. The FDP conforms to the P.U.D. standards.
19. The FDP is consistent with any approved PDP for the property.
20. The FDP construction plans meet the requirements of these standards and regulations and have been approved by the Director of Public Works, all infrastructure and utility providers, Tri-County Health Department, and all other referral agencies.

Notes to the Applicant:

1. The Addendum to the Subdivision Improvement Agreement (SIA) with Midtown LLC shall be executed concurrently to the approval of the Final Plat and Final Development Plan. No permits shall be issued for Filing #4 until the Addendum to the SIA is executed.
2. The applicant shall include "no parking" signage on all fire lanes.
3. The applicant shall place stakes on the z-lots and provide final as-built surveys of the homes measured from the finished exterior wall to the lot line with building permit applications.
4. All applicable building, zoning, health, engineering, and fire codes shall be adhered to with this request.

Upon motion duly made and seconded the foregoing resolution was adopted by the following vote:

Henry _____	Aye
Tedesco _____	Aye
Hansen _____	Aye
Commissioners	

STATE OF COLORADO)
County of Adams)

I, Karen Long, County Clerk and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid do hereby certify that the annexed and foregoing Order is truly copied from the Records of the Proceedings of the Board of County Commissioners for said Adams County, now in my office.

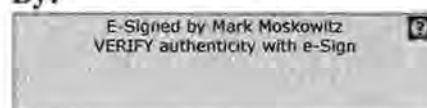
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 28th day of October, A.D. 2014.

County Clerk and ex-officio Clerk of the Board of County Commissioners

Karen Long:



By:



Deputy

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDED AND RESTATED SUBDIVISION
IMPROVEMENTS AGREEMENT FOR MIDTOWN AT CLEAR CREEK FILING 4

Resolution 2015-505

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 or submit cash-in-lieu; and,

WHEREAS, on July 8, 2014, in Case No. PUD2013-00010, Midtown at Clear Creek Second Amendment to the Preliminary Development Plan, the Board of County Commissioners approved a Second Amendment to the approved Preliminary Development Plan; and,

WHEREAS, Condition Precedent No. 18 for Case No. PUD2013-00010 requires that an SIA be submitted with each Final Plat and final PUD application for each phase; and,

WHEREAS, the Developer desires to phase development of the Property in order to facilitate the overall development of the Property; and,

WHEREAS, on June 24, 2014, the Board of County Commissioners approved the SIA for Midtown at Clear Creek Filing No. 4 prior to approval of the Filing No. 4 Final Development Plan (PUD) and Preliminary/Final Plat applications in order to allow the Developer to begin construction of certain public improvements for street construction, dry utilities, storm drainage and other site improvements at the Developer's risk; and,

WHEREAS, on October 28, 2014, the Board of County Commissioners, in Case No. PRC2014-00009, Midtown at Clear Creek Filing No. 4, approved a Final Development Plan and Major Subdivision (Preliminary/Final Plat) to allow 127 lots on approximately 21.1 acres in the P-U-D, Planned Unit Development zone district; and,

WHEREAS, the Developer has provided collateral to meet the terms of the agreement; and,

WHEREAS, the Adams County Community and Economic Development Department recommends approval of the attached Amended and Restated Subdivision Improvements Agreement for Midtown at Clear Creek Filing 4, Case No. PRC2014-00009.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Amended and Restated Subdivision Improvements Agreement for Midtown at Clear Creek Filing 4, 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 this AGREEMENT on behalf of the County of Adams, State of Colorado.

Upon motion duly made and seconded the foregoing resolution was adopted by the following vote:

Tedesco _____ Aye
O'Dorisio _____ Aye
Henry _____ Aye
Hansen _____ Aye
Pawlowski _____ Aye
Commissioners

STATE OF COLORADO)
County of Adams)

I, Stan Martin, County Clerk and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid do hereby certify that the annexed and foregoing Order is truly copied from the Records of the Proceedings of the Board of County Commissioners for said Adams County, now in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 8th day of December, A.D. 2015.

County Clerk and ex-officio Clerk of the Board of County Commissioners

Stan Martin:



By:

A rectangular stamp containing a handwritten signature in cursive script, which appears to be "Stan Martin".

Deputy

**AMENDED AND RESTATED
SUBDIVISION IMPROVEMENTS AGREEMENT
FOR MIDTOWN AT CLEAR CREEK FILING 4**

THIS AMENDED AND RESTATED SUBDIVISION IMPROVEMENTS AGREEMENT FOR MIDTOWN AT CLEAR CREEK FILING 4 (this "Agreement") is made and entered into by and between the County of Adams, State of Colorado, hereinafter called "County," and Midtown LLC, hereinafter called "Developer."

WITNESSETH:

WHEREAS, the Developer and the County entered into a Subdivision Improvements Agreement for Midtown at Clear Creek Filing 4, which was recorded in the real property records in the County of Adams on September 25, 2014 at Reception No. 2014000065554.

WHEREAS, the Developer and the County entered into an Addendum to Subdivision Improvements Agreement for Filing 4 (the "Addendum"), which was recorded in the real property records in the County of Adams on November 6, 2014, at Reception No. 2014000078156.

WHEREAS, the Developer and the County desire to amend and restate the Subdivision Improvements Agreement for Midtown at Clear Creek Filing 4 as set forth herein, but the Developer and County do not desire to or intend to amend the provisions of the Addendum.

WHEREAS, the Developer is the owner of that real property in the County of Adams, State of Colorado, that is legally 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 ("BoCC"), 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.

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

1. **Amended and Restated SIA but Addendum Not Modified.** The Developer and the County agree that the Subdivision Improvements Agreement for Midtown at Clear Creek Filing 4, which was recorded in the real property records in the County of Adams on September 25, 2014 at Reception No. 2014000065554, is fully amended, restated and superseded by this Agreement, but that the Addendum is not amended or modified by this Agreement. The Addendum is hereby ratified and confirmed and shall continue in full force and effect in accordance with its terms.
2. **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 in **Exhibit B** and depicted on **Exhibit C** and **Exhibit D** attached hereto, and by this reference made a part hereof. All construction plans and engineering reports prepared by the Developer in connection with the design and construction of the improvements described in **Exhibit B** and depicted on **Exhibit C** and **Exhibit D** must be first approved by the County.
3. **Drawings and Estimates.** The Developer shall furnish drawings and cost estimates for all improvements described in **Exhibit B** and depicted on **Exhibit C** and **Exhibit D** for approval by the County. Upon request the Developer shall furnish one set of "as built" drawings and a final statement of construction costs to the County.
4. **Construction.** Developer shall furnish and construct, at its own risk, and at its own expense and in accordance with drawings and materials approved by the County, the improvements described in **Exhibit B** and depicted on **Exhibit C** and **Exhibit D**. Developer will construct the improvements in two phases. First, Developer will construct the improvements described

in **Exhibit B** as the Phase One Improvements and depicted on **Exhibit C**, (the “Phase One Improvements”). The Developer will install the sidewalks within Filing 4 described in **Exhibit B** as the Phase Two Improvements and depicted on **Exhibit D** (the “Phase Two Improvements”) in conjunction with the construction of residential dwellings within Filing 4.

5. Preliminary Acceptance.

- a. **Phase One Improvements.** When the Developer has completed construction of the Phase One Improvements, it will provide the County with written notice of such completion. Preliminary Acceptance of the Phase One Improvements shall trigger the one (1) year warranty period for the Phase One Improvements. After granting Preliminary Acceptance of the Phase One Improvements, the County will issue building permits for the construction of residential dwellings within Filing 4 after receipt of proper application for such a building permit.
- b. **Phase Two Improvements.** When the Developer has completed construction of the Phase Two Improvements, it will provide the County with written notice of such completion. Preliminary Acceptance of the Phase Two Improvements shall trigger the one (1) year warranty period for the Phase Two Improvements.

6. Final Acceptance.

- a. **Phase One Improvements.** Upon the completion of the one (1) year warranty for the Phase One Improvements, the Developer will request that the County issue Final Acceptance for the Phase One Improvements.
- b. **Phase Two Improvements.** Upon the completion of the one (1) year warranty for the Phase Two Improvements, the Developer will request that the County issue Final Acceptance for the Phase Two Improvements.

7. Time for Completion. All Phase One Improvements and Phase Two Improvements shall be completed according to the terms of this Agreement by June 30, 2017 (the “final construction completion date”). The Developer may for good cause request, and the County may grant, an extension of time for completion of any part, or all, of the improvements appearing on said **Exhibit B**. Any extension of time shall be in writing and agreed to by the parties. The Developer shall be in default of this Agreement if the improvements are not completed by the “final construction completion date,” as amended.

8. Guarantee of Compliance/Collateral.

- a. **Type and Amount of Collateral** - Developer shall furnish to the County a performance bond, releasable only by the County, to guarantee compliance with this Agreement. Said collateral shall be in the initial amount of One Million Four Hundred Seventy-Four Thousand One Hundred Fifty-Eight and 63/100 U.S. Dollars (\$1,474,158.63), which includes twenty percent (20%) for administration and five percent (5%) per year for inflation for the term of this Agreement (the “Bond”). The County shall release the Collateral in accordance with paragraph 8.b below.
- b. **Release of Collateral.**
 - i. **Upon Preliminary Acceptance.** The Developer may request that the County release the Bond after the County’s Preliminary Acceptance of the Phase One Improvements. If the Developer seeks to have the Bond released, the Developer must provide the County with a performance bond in the amount of One Hundred Thirty-Three Thousand Eight Hundred Twenty-Seven and 88/100 U.S. Dollars (\$133,827.88) (the “Phase Two Bond”) to secure the completion of the Phase Two Improvements and maintenance of the Phase One Improvements during the one (1) year warranty period. Completion of said improvements shall be

determined solely by the County. Within thirty (30) days after Preliminary Acceptance of the Phase One Improvements as provided for in Section 5 above, and the County's receipt of the Phase Two Bond, the County will return the Bond to the Developer and will execute any documents required by the Developer's bonding company to effectuate the release of the Bond.

- ii. *Upon Final Acceptance.* Within thirty (30) days after Final Acceptance of all the Phase Two Improvements by the Board of County Commissioners, the County will return the Phase Two Bond to the Developer and will execute any documents required by the Developer's bonding company to effectuate the release of the Phase Two Bond.

9. **Accounting.** Developer shall fully account to the County for all costs incurred in the construction of any public improvements in which the County is participating, and the books and records of Developer relating to such public improvements shall be open to the County at all reasonable times for the purpose of auditing or verifying such costs, until the date of Final Acceptance of the improvements.

10. **Acceptance, Maintenance and Warranty of Public Improvements.** All improvements designated "public" on **Exhibit E** shall be public facilities and become the property of the County or other public agencies upon final acceptance of the improvements. During the period of one year from and after the Preliminary Acceptance of improvements, as provided for in Section 5, above, the Developer shall, at its own expense, make all needed repairs or replacement due to defective materials or workmanship that, in the opinion of the County, shall become 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. The County, however, will use all reasonable efforts to provide notice and an opportunity to respond to such emergency to the Developer prior to undertaking any repairs.

11. **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.

12. **Improvements and Dedication.** The undersigned Developer hereby agrees to provide the following improvements, and to dedicate the described property to the County.

- a. **Improvements.** Designate separately each public and private improvement.

Public Improvements:

Public Improvements shall include all roadway improvements (curb & gutter, sidewalk, pavement, storm sewer, street lights, signage and grading) for West 66th Avenue, West 67th Place, West 67th Drive, Fern Drive, Morrison Drive and Warren Drive as shown in the approved construction plans for Midtown at Clear Creek Filing 4 and on **Exhibit E**. The improvements shall be constructed in accordance with all County requirements and specifications, and the approved Construction Plans prepared by the Developer. All improvements shall be preliminarily accepted prior to the construction completion date set forth in paragraph 7 above.

- b. **Public dedication of land for right-of-way purposes or other public purpose.** Upon approval of the final plat for the development known as **MIDTOWN AT CLEAR CREEK FILING 4** by the Board of County Commissioners, the Developer hereby agrees to convey by special warranty deed to the County of Adams the following described land for right-of-way or other public purposes:

West 66th Avenue, West 67th Place, West 67th Drive, Fern Drive, Morrison Drive and Warren Drive.

13. Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of service, if served personally on the party to whom notice is given, (ii) one business day after being deposited with a reputable overnight courier service, if delivered by overnight mail, (iii) upon confirmed facsimile transmission, or (iv) on the third day after mailing, if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed as follows:

To County at:

County of Adams
Adams County Government Center
4430 S. Adams County Parkway
Attention: _____
Telephone: 720-523-6116
Facsimile: 720-523-6114

with a copy to:

County of Adams
Adams County Government Center
4430 S. Adams County Parkway
5th Floor Suite C5000B
Attention: County Attorney
Facsimile: 720-523-6114

To Developer at:

Midtown LLC
Attention: Chris Petro
Brookfield Residential
6465 S. Greenwood Plaza Blvd., Suite 700
Centennial, CO 80111
Facsimile: (303) 706-9453

with a copy to:

Foster Graham Milstein & Calisher, LLP
Attention: Jerri L. Jenkins, Esq.
360 S. Garfield Street, 6th Floor
Denver, Colorado 80209
Facsimile: (303) 333-9786

*****SIGNATURES ON FOLLOWING PAGE*****

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

DEVELOPER:

Midtown LLC, a
Colorado limited liability company

By: [Signature]
Name: Ashley Tanfelli
Title: CEO

The foregoing instrument was acknowledged before me this 23rd day of October, 2015, by Ashley Tanfelli as CEO of Midtown LLC, a Colorado limited liability company, on behalf of the company. My commission expires: 6/24/18

Address: 4455 Glenwood Plaza Blvd #700
Centennial, CO 80111

[Signature]
Notary Public

MEAGAN MARIE LANG NOTARY PUBLIC STATE OF COLORADO NOTARY ID # 20144024961 MY COMMISSION EXPIRES JUNE 24, 2018

APPROVED BY resolution at the meeting of December 8, 2015.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

[Signature]
Clerk of the Board

[Signature]
Chairman

EXHIBIT A

LEGAL DESCRIPTION

PARCEL A

A PARCEL OF LAND BEING ALL OF TRACTS E AND F OF MIDTOWN AT CLEAR CREEK-FILING NO. 2 AS RECORDED AT RECEPTION NO. 2013000104695 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE; LOCATED WITHIN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO.

CONTAINING AN AREA OF 0.296 ACRE, (12,888 SQUARE FEET), MORE OR LESS.

PARCEL B

A PARCEL OF LAND BEING ALL OF TRACT D OF MIDTOWN AT CLEAR CREEK-FILING NO. 2 AS RECORDED AT RECEPTION NO. 2013000104695 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE, TOGETHER WITH A PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH SIXTEENTH CORNER OF SAID SECTION 4 AND CONSIDERING THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 4 TO BEAR SOUTH 89°55'26" EAST, A DISTANCE OF 1337.21 FEET, ALL BEARINGS HEREON ARE REFERENCED TO THIS LINE;

THENCE ALONG SAID SOUTH LINE, SOUTH 89°55'26" EAST, A DISTANCE OF 133.40 FEET TO THE POINT OF BEGINNING;

THENCE DEPARTING SAID SOUTH LINE, NORTH 00°16'34" EAST, A DISTANCE OF 395.21 FEET;

THENCE SOUTH 89°47'41" EAST, A DISTANCE OF 293.35 FEET;

THENCE NORTH 00°16'34" EAST, A DISTANCE OF 629.13 FEET;

THENCE NORTH 89°43'26" WEST, A DISTANCE OF 41.34 FEET;

THENCE NORTH 00°16'34" EAST, A DISTANCE OF 57.00 FEET;

THENCE SOUTH 89°43'26" EAST, A DISTANCE OF 260.00 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID MIDTOWN AT CLEAR CREEK FILING NO. 2;

THENCE ALONG SAID WESTERLY BOUNDARY THE FOLLOWING THIRTEEN (13) COURSES:

- 1) SOUTH 00°16'34" WEST, A DISTANCE OF 57.00 FEET;
- 2) SOUTH 89°43'26" EAST, A DISTANCE OF 276.59 FEET;
- 3) SOUTH 00°16'34" WEST, A DISTANCE OF 109.17 FEET;
- 4) SOUTH 89°43'26" EAST, A DISTANCE OF 57.00 FEET;
- 5) NORTH 00°16'34" EAST, A DISTANCE OF 25.05 FEET;
- 6) SOUTH 89°43'26" EAST, A DISTANCE OF 85.00 FEET;
- 7) SOUTH 00°16'34" WEST, A DISTANCE OF 272.00 FEET;

- 8) SOUTH 89°43'26" EAST, A DISTANCE OF 24.57 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET;
- 9) EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°00'00", AN ARC LENGTH OF 19.63 FEET;
- 10) TANGENT TO SAID CURVE, NORTH 45°16'34" EAST, A DISTANCE OF 92.97 FEET;
- 11) SOUTH 44°43'26" EAST, A DISTANCE OF 72.96 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 78.50 FEET;
- 12) SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°00'00", AN ARC LENGTH OF 61.65 FEET;
- 13) TANGENT TO SAID CURVE, SOUTH 89°43'26" EAST, A DISTANCE OF 136.41 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF LARSH DRIVE AS SHOWN ON MIDTOWN AT CLEAR CREEK-FILING NO. 1 PLAT CORRECTION AS RECORDED AT RECEPTION NO. 2013000055576 IN SAID RECORDS;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY, SOUTH 00°16'34" WEST, A DISTANCE OF 275.52 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF THE PRELIMINARY/FINAL PLAT OF MIDTOWN AT CLEAR CREEK-FILING NO. 3 AS RECORDED AT RECEPTION NO. _____, IN SAID RECORDS;

THENCE ALONG THE NORTHERLY AND WESTERLY BOUNDARY OF SAID MIDTOWN AT CLEAR CREEK FILING NO. 3 THE FOLLOWING NINE (9) COURSES:

- 1) DEPARTING SAID WESTERLY RIGHT-OF-WAY, NORTH 89°43'26" WEST, A DISTANCE OF 136.09 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 78.50 FEET;
- 2) SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°00'00", AN ARC LENGTH OF 61.65 FEET;
- 3) TANGENT TO SAID CURVE, SOUTH 45°16'34" WEST, A DISTANCE OF 68.46 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 78.50 FEET;
- 4) SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°00'00", AN ARC LENGTH OF 61.65 FEET;
- 5) TANGENT TO SAID CURVE, SOUTH 00°16'34" WEST, A DISTANCE OF 69.09 FEET;
- 6) NORTH 89°43'26" WEST, A DISTANCE OF 54.50 FEET;
- 7) SOUTH 00°16'34" WEST, A DISTANCE OF 57.00 FEET;
- 8) SOUTH 89°43'26" EAST, A DISTANCE OF 24.74 FEET;
- 9) SOUTH 00°16'34" WEST, A DISTANCE OF 135.09 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 4;

THENCE ALONG SAID SOUTH LINE, NORTH 89°55'26" WEST A DISTANCE OF 990.34 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 20.750 ACRES, (903,853 SQUARE FEET), MORE OR LESS.

PARCELS A AND B HAVING A COMBINED AREA OF 21.046 ACRES, (916,741 SQUARE FEET), MORE OR LESS.

EXHIBIT B

Midtown Filing 4 Public Improvements



8000 South Lincoln Street, #206 Littleton, CO 80122
Office: (720) 283-6783 | www.redland.com

Subdivision Improvements Agreement
Midtown LLC
Midtown at Clear Creek Filing 4
Case No. _____

Midtown Filing 4 (W. 66th Ave)

Phase One Improvements

Opinion of Probable Cost Estimate

Date: 04/02/2015

JN: 10015.7

Storm Sewer	QUANTITY	UNIT	UNIT PRICE	SUBTOTAL
30" RCP (0-8' depth)	352	LF	\$64.00	\$22,528.00
5' Dia. Manhole	3	EA	\$1,840.00	\$5,520.00
6' Dia. Manhole	1	EA	\$2,400.00	\$2,400.00
			STORM SUBTOTAL	\$30,448.00

Street Improvements	QUANTITY	UNIT	UNIT PRICE	SUBTOTAL
Subgrade Prep - Street	530	SY	\$8.00	\$4,240.00
Asphalt (Full Depth - 6" section)	490	SY	\$22.40	\$10,970.25
6" Vertical Curb and Gutter (2' Pan)	335	LF	\$16.00	\$5,360.00
Subgrade Prep - Concrete Alley	854	SY	\$0.72	\$614.78
Concrete Alley	854	SY	\$28.80	\$24,591.26
Alley Curb Cut / Approach	3	EA	\$1,200.00	\$3,600.00
Street Signs	2	EA	\$688.00	\$1,376.00
Street Light (Local)	1	EA	\$6,400.00	\$6,400.00
Adjust Manhole to Grade	8	EA	\$600.00	\$4,800.00
Adjust Valves to Grade	2	EA	\$200.00	\$400.00
Sweep Streets	490	SY	\$0.16	\$78.36
			STREET SUBTOTAL	\$62,430.66

W. 66TH AVE. - PHASE ONE IMPROVEMENTS TOTAL \$92,878.66



8000 South Lincoln Street, #206 Littleton, CO 80122
Office: (720) 283-6783 | www.redland.com

Subdivision Improvements Agreement
Midtown LLC
Midtown at Clear Creek Filing 4
Case No. _____

Midtown Filing 4 (W. 67th Dr.)

Phase One Improvements

Opinion of Probable Cost Estimate

Date: 04/02/2015

JN: 10015.7

Street Improvements	QUANTITY	UNIT	UNIT PRICE	SUBTOTAL
Subgrade Prep	2,057	SY	\$8.00	\$16,455.56
Asphalt (Full Depth - 6" section)	1,746	SY	\$22.40	\$39,105.42
6" Vertical Curb and Gutter (2' Pan)	795	LF	\$16.00	\$12,720.00
Alley Curb Cut / Approach	3	EA	\$1,200.00	\$3,600.00
Street Signs	3	EA	\$688.00	\$2,064.00
Street Light (Local)	1	EA	\$6,400.00	\$6,400.00
Curb Return w/ Handicap Ramp (15' Radius)	2	EA	\$800.00	\$1,600.00
Adjust Manhole to Grade	3	EA	\$600.00	\$1,800.00
Adjust Valves to Grade	3	EA	\$200.00	\$600.00
Sweep Streets	1,746	SY	\$0.16	\$279.32
			STREET SUBTOTAL	\$84,624.30

W. 67TH DR. - PHASE ONE IMPROVEMENTS TOTAL **\$84,624.30**



8000 South Lincoln Street, #206 Littleton, CO 80122
 Office: (720) 283-6783 | www.redland.com

Subdivision Improvements Agreement
 Midtown LLC
 Midtown at Clear Creek Filing 4
 Case No. _____

Midtown Filing 4 (Warren Dr.)

Phase One Improvements

Opinion of Probable Cost Estimate

Date: 04/02/2015

JN: 10015.7

Storm Sewer	QUANTITY	UNIT	UNIT PRICE	SUBTOTAL
18" RCP (0-8' depth)	54	LF	\$24.00	\$1,296.00
24" RCP (0-8' depth)	240	LF	\$36.00	\$8,637.84
30" RCP (0-8' depth)	78	LF	\$64.00	\$4,987.52
5' Dia Manhole	3	EA	\$1,840.00	\$5,520.00
10' Type 'R' Inlet	4	EA	\$3,200.00	\$12,800.00
			STORM SUBTOTAL	\$33,241.36

Street Improvements	QUANTITY	UNIT	UNIT PRICE	SUBTOTAL
Subgrade Prep	3,114	SY	\$8.00	\$24,914.83
Asphalt (Full Depth - 6" section)	2,628	SY	\$22.40	\$58,865.03
6" Vertical Curb and Gutter (2' Pan)	1,440	LF	\$16.00	\$23,045.92
Subgrade Prep - Concrete Alley	1,516	SY	\$0.72	\$1,091.88
Concrete Alley	1,516	SY	\$28.80	\$43,675.07
Alley Curb Cut / Approach	4	EA	\$1,200.00	\$4,800.00
Street Signs	2	EA	\$688.00	\$1,376.00
Street Light (Local)	3	EA	\$6,400.00	\$19,200.00
Mid-Block Ramp	2	EA	\$480.00	\$960.00
Curb Return w/ Handicap Ramp (15' Radius)	2	EA	\$800.00	\$1,600.00
Adjust Manhole to Grade	8	EA	\$600.00	\$4,800.00
Adjust Valves to Grade	3	EA	\$200.00	\$600.00
Sweep Streets	2,628	SY	\$0.16	\$420.46
Road Closed Barricade	1	EA	\$200.00	\$200.00
			STREET SUBTOTAL	\$185,549.19

WARREN DR. - PHASE ONE IMPROVEMENTS TOTAL \$218,790.55



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Subdivision Improvements Agreement
 Midtown LLC
 Midtown at Clear Creek Filing 4
 Case No. _____

Midtown Filing 4 (Fern Dr.)

Phase One Improvements

Opinion of Probable Cost Estimate

Date: 04/02/2015

JN: 10015.7

Storm Sewer	QUANTITY	UNIT	UNIT PRICE	SUBTOTAL
18" RCP (0-8' depth)	36	LF	\$24.00	\$864.00
24" RCP (0-8' depth)	36	LF	\$36.00	\$1,296.00
30" RCP (0-8' depth)	570	LF	\$64.00	\$36,463.36
42" RCP (0-8' depth)	317	LF	\$72.00	\$22,821.12
5' Dia Manhole	4	EA	\$1,840.00	\$7,360.00
6' Dia. Manhole	1	EA	\$2,400.00	\$2,400.00
5' Type 'R' Inlet	2	EA	\$3,200.00	\$6,400.00
10' Type 'R' Inlet	2	EA	\$3,200.00	\$6,400.00
42" FES	1	EA	\$2,000.00	\$2,000.00
			STORM SUBTOTAL	\$86,004.48

Street Improvements	QUANTITY	UNIT	UNIT PRICE	SUBTOTAL
Subgrade Prep	3,392	SY	\$8.00	\$27,138.71
Asphalt (Full Depth - 6" section)	2,935	SY	\$22.40	\$65,737.06
6" Vertical Curb and Gutter (2' Pan)	1,580	LF	\$16.00	\$25,279.36
Alley Curb Cut / Approach	4	EA	\$1,200.00	\$4,800.00
Street Signs	3	EA	\$688.00	\$2,064.00
Street Light (Local)	3	EA	\$6,400.00	\$19,200.00
Mid-Block Ramp	2	EA	\$480.00	\$960.00
Curb Return w/ Handicap Ramp (15' Radius)	2	EA	\$800.00	\$1,600.00
Adjust Manhole to Grade	5	EA	\$600.00	\$3,000.00
Adjust Valves to Grade	4	EA	\$200.00	\$800.00
Sweep Streets	2,935	SY	\$0.16	\$469.55
			STREET SUBTOTAL	\$151,048.68

FERN DR. - PHASE ONE IMPROVEMENTS TOTAL **\$237,053.16**



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Subdivision Improvements Agreement
Midtown LLC
Midtown at Clear Creek Filing 4
Case No. _____

**Midtown Filing 4 (Morrison Dr.)
Phase One Improvements**

Opinion of Probable Cost Estimate

Date: 04/02/2015

JN: 10015.7

Storm Sewer	QUANTITY	UNIT	UNIT PRICE	SUBTOTAL
18" RCP (0-8' depth)	72	LF	\$24.00	\$1,728.00
24" RCP (0-8' depth)	244	LF	\$36.00	\$8,790.12
30" RCP (0-8' depth)	81	LF	\$64.00	\$5,180.80
5' Dia Manhole	2	EA	\$1,840.00	\$3,680.00
5' Type 'R' Inlet	4	EA	\$3,200.00	\$12,800.00
			STORM SUBTOTAL	\$32,178.92

Street Improvements	QUANTITY	UNIT	UNIT PRICE	SUBTOTAL
Subgrade Prep	2,754	SY	\$8.00	\$22,029.92
Asphalt (Full Depth - 6" section)	2,357	SY	\$22.40	\$52,799.81
6" Vertical Curb and Gutter (2' Pan)	1,322	LF	\$16.00	\$21,149.60
Subgrade Prep - Concrete Alley	1,207	SY	\$0.72	\$869.34
Concrete Alley	1,207	SY	\$28.80	\$34,773.76
Alley Curb Cut / Approach	4	EA	\$1,200.00	\$4,800.00
Street Signs	1	EA	\$688.00	\$688.00
Street Light (Local)	3	EA	\$6,400.00	\$19,200.00
Mid-Block Ramp	2	EA	\$480.00	\$960.00
Curb Return w/ Handicap Ramp (15' Radius)	2	EA	\$800.00	\$1,600.00
Adjust Manhole to Grade	4	EA	\$600.00	\$2,400.00
Adjust Valves to Grade	3	EA	\$200.00	\$600.00
Sweep Streets	2,357	SY	\$0.16	\$377.14
			STREET SUBTOTAL	\$162,247.58

MORRISON DR. - PHASE ONE IMPROVEMENTS TOTAL \$194,426.50



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Subdivision Improvements Agreement
 Midtown LLC
 Midtown at Clear Creek Filing 4
 Case No. _____

Midtown Filing 4 (W. 67th Pl.)

Phase One Improvements

Opinion of Probable Cost Estimate

Date: 04/02/2015

JN: 10015.7

Storm Sewer	QUANTITY	UNIT	UNIT PRICE	SUBTOTAL
30" RCP (0-8' depth)	65	LF	\$64.00	\$4,160.00
5' Dia Manhole	1	EA	\$1,840.00	\$1,840.00
			STORM SUBTOTAL	\$6,000.00

Street Improvements	QUANTITY	UNIT	UNIT PRICE	SUBTOTAL
Subgrade Prep	1,181	SY	\$8.00	\$9,447.78
Asphalt (Full Depth - 6" section)	1,025	SY	\$22.40	\$22,965.72
6" Vertical Curb and Gutter (2' Pan)	525	LF	\$16.00	\$8,396.64
Subgrade Prep - Concrete Alley	246	SY	\$0.72	\$176.80
Concrete Alley	246	SY	\$28.80	\$7,071.84
Alley Curb Cut / Approach	1	EA	\$1,200.00	\$1,200.00
Street Signs	1	EA	\$688.00	\$688.00
Street Light (Local)	1	EA	\$6,400.00	\$6,400.00
Mid-Block Ramp	1	EA	\$480.00	\$480.00
Curb Return w/ Handicap Ramp (15' Radius)	2	EA	\$800.00	\$1,600.00
Adjust Manhole to Grade	2	EA	\$600.00	\$1,200.00
Adjust Valves to Grade	1	EA	\$200.00	\$200.00
Sweep Streets	1,025	SY	\$0.16	\$164.04
Road Closed Barricade	2	EA	\$200.00	\$400.00
			STREET SUBTOTAL	\$60,390.82

W. 67TH PL. - PHASE ONE IMPROVEMENTS TOTAL \$66,390.82



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Subdivision Improvements Agreement
Midtown LLC
Midtown at Clear Creek Filing 4
Case No. _____

**Midtown Filing 4 (Temporary Detention Pond)
Phase One Improvements**

Opinion of Probable Cost Estimate
Date: 04/02/2015
JN: 10015.7

<u>Storm Sewer</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>SUBTOTAL</u>
18" RCP (0-8' depth)	74	LF	\$24.00	\$1,776.00
Outlet Structure w/ Micropool and Hardware	1	EA	\$15,360.00	\$15,360.00
Forebay	1	EA	\$17,948.00	\$17,948.00
Concrete Cutoff Wall	1	LS	\$6,212.00	\$6,212.00
Emergency Overflow Structure w/ Type M Rip Rap	356	TN	\$42.80	\$15,236.80
18" FES	1	EA	\$600.00	\$600.00
Headwall/Wingwall at FES	1	LS	\$2,800.00	\$2,800.00
Type M Rip Rap at FES	25	TN	\$42.40	\$1,060.00
Type LL Bedding under Rip Rap	200	TN	\$33.20	\$6,640.00
Temporary Diversion Swale	750	LF	\$2.40	\$1,800.00
			STORM SUBTOTAL	\$69,432.80

W. 67TH DR. - PHASE ONE IMPROVEMENTS TOTAL **\$69,432.80**



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Subdivision Improvements Agreement
Midtown LLC
Midtown at Clear Creek Filing 4
Case No. _____

Midtown Filing 4 (Phase One Summary)

Phase One Improvements

Opinion of Probable Cost Estimate

Date: 04/02/2015

JN: 10015.7

Grading	QUANTITY	UNIT	UNIT PRICE	SUBTOTAL
Cut to Fill (Estimated 15,000 Import)	40,000	CY	\$2.10	\$84,000.00
Strippings (Topsoil)	11,369	CY	\$1.26	\$14,324.40
			GRADING SUBTOTAL	\$98,324.40

Storm Sewer	QUANTITY	UNIT	UNIT PRICE	SUBTOTAL
18" RCP (0-8' depth)	236	LF	\$24.00	\$5,664.00
24" RCP (0-8' depth)	520	LF	\$36.00	\$18,723.96
30" RCP (0-8' depth)	1,146	LF	\$64.00	\$73,319.68
42" RCP (0-8' depth)	317	LF	\$72.00	\$22,821.12
5' Dia. Manhole	13	EA	\$1,840.00	\$23,920.00
6' Dia. Manhole	2	EA	\$2,400.00	\$4,800.00
5' Type 'R' Inlet	6	EA	\$3,200.00	\$19,200.00
10' Type 'R' Inlet	6	EA	\$3,200.00	\$19,200.00
Outlet Structure w/ Micropool and Hardware	1	EA	\$15,360.00	\$15,360.00
Forebay	1	EA	\$17,948.00	\$17,948.00
Concrete Cutoff Wall	1	LS	\$6,212.00	\$6,212.00
Emergency Overflow Structure w/ Type M Rip Rap	356	TN	\$42.80	\$15,236.80
18" FES	1	EA	\$600.00	\$600.00
Headwall/Wingwall at FES	1	LS	\$2,800.00	\$2,800.00
Type M Rip Rap at FES	25	TN	\$42.40	\$1,060.00
Type LL Bedding under Rip Rap	200	TN	\$33.20	\$6,640.00
Temporary Diversion Swale	750	LF	\$2.40	\$1,800.00
			STORM SUBTOTAL	\$255,305.56

Street Improvements	QUANTITY	UNIT	UNIT PRICE	SUBTOTAL
Subgrade Prep	13,028	SY	\$8.00	\$104,226.79
Asphalt (Full depth - 6" section)	11,181	SY	\$22.40	\$250,443.30
6" Vertical Curb and Gutter (2' Pan)	5,997	LF	\$16.00	\$95,951.52
Subgrade Prep - Concrete Alley	3,823	SY	\$0.72	\$2,752.80
Concrete Alley	3,823	SY	\$28.80	\$110,111.94
Alley Curb Cut / Approach	19	EA	\$1,200.00	\$22,800.00
Street Signs	12	EA	\$688.00	\$8,256.00
Street Light (Local)	12	EA	\$6,400.00	\$76,800.00
Mid-Block Ramp	7	EA	\$480.00	\$3,360.00
Curb Return w/ Handicap Ramp (15' Radius)	10	EA	\$800.00	\$8,000.00
Adjust Manhole to Grade	30	EA	\$600.00	\$18,000.00
Adjust Valves to Grade	16	EA	\$200.00	\$3,200.00
Sweep Streets	11,181	SY	\$0.16	\$1,788.88
Road Closed Barricade	3	EA	\$200.00	\$600.00
			STREET SUBTOTAL	\$706,291.23

	SUBTOTAL	\$1,059,921.18
	CONTINGENCY	\$12,318.83
	TOTAL	\$1,072,240.01
	ADDITIONAL 20% ADMINISTRATION	\$214,448.00
	5% INFLATION PER YEAR	\$53,612.00
	PHASE ONE IMPROVEMENTS TOTAL	\$1,340,300.02



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Subdivision Improvements Agreement
Midtown LLC
Midtown at Clear Creek Filing 4
Case No. _____

Midtown Filing 4 (W. 66th Ave)

Phase Two Improvements

Opinion of Probable Cost Estimate

Date: 04/02/2015

JN: 10015.7

<u>Street Improvements</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>SUBTOTAL</u>
5' Concrete Walk (Street)	1,373	SF	\$2.44	\$3,350.12
Subgrade Prep - Concrete Walks	153	SY	\$0.72	\$109.84
		STREET SUBTOTAL		\$3,459.96
W. 66TH AVE. - PHASE TWO IMPROVEMENTS TOTAL				\$3,459.96



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Subdivision Improvements Agreement
Midtown LLC
Midtown at Clear Creek Filing 4
Case No. _____

Midtown Filing 4 (Warren Dr.)

Phase Two Improvements

Opinion of Probable Cost Estimate

Date: 04/02/2015

JN: 10015.7

Street Improvements	QUANTITY	UNIT	UNIT PRICE	SUBTOTAL
5' Concrete Walk (Street)	7,027	SF	\$2.44	\$17,144.66
Concrete Walk (Landscape Tracts)	3,609	SF	\$3.40	\$12,271.76
Subgrade Prep - Concrete Walks	1,182	SY	\$0.72	\$850.87
		STREET SUBTOTAL		\$30,267.28

WARREN DR. - PHASE TWO IMPROVEMENTS TOTAL **\$30,267.28**



8000 South Lincoln Street, #206 Littleton, CO 80122
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Subdivision Improvements Agreement
Midtown LLC
Midtown at Clear Creek Filing 4
Case No. _____

Midtown Filing 4 (W. 67th Drive)

Phase Two Improvements

Opinion of Probable Cost Estimate

Date: 04/02/2015

JN: 10015.7

Street Improvements	QUANTITY	UNIT	UNIT PRICE	SUBTOTAL
5' Concrete Walk (Street)	4,005	SF	\$2.44	\$9,772.20
Subgrade Prep - Concrete Walks	445	SY	\$0.72	\$320.40
			STREET SUBTOTAL	\$10,092.60
W. 67TH DR. - PHASE TWO IMPROVEMENTS TOTAL				\$10,092.60



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Subdivision Improvements Agreement
Midtown LLC
Midtown at Clear Creek Filing 4
Case No. _____

Midtown Filing 4 (Fern Dr.)

Phase Two Improvements

Opinion of Probable Cost Estimate

Date: 04/02/2015

JN: 10015.7

<u>Street Improvements</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>SUBTOTAL</u>
5' Concrete Walk (Street)	7,877	SF	\$2.44	\$19,219.05
Concrete Walk (Landscape Tracts)	3,600	SF	\$3.40	\$12,239.05
Subgrade Prep - Concrete Walks	1,275	SY	\$0.72	\$918.11
			STREET SUBTOTAL	\$32,376.21

FERN DR. - PHASE TWO IMPROVEMENTS TOTAL **\$32,376.21**



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Subdivision Improvements Agreement
Midtown LLC
Midtown at Clear Creek Filing 4
Case No. _____

**Midtown Filing 4 (Morrison Dr.)
Phase Two Improvements**

Opinion of Probable Cost Estimate

Date: 04/02/2015

JN: 10015.7

Street Improvements	QUANTITY	UNIT	UNIT PRICE	SUBTOTAL
5' Concrete Walk (Street)	6,494	SF	\$2.44	\$15,845.65
Concrete Walk (Landscape Tracts)	2,048	SF	\$3.40	\$6,963.88
Subgrade Prep - Concrete Walks	949	SY	\$0.72	\$683.39
			STREET SUBTOTAL	\$23,492.92

MORRISON DR. - PHASE TWO IMPROVEMENTS TOTAL \$23,492.92



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Subdivision Improvements Agreement
Midtown LLC
Midtown at Clear Creek Filing 4
Case No. _____

Midtown Filing 4 (W. 67th Pl.)

Phase Two Improvements

Opinion of Probable Cost Estimate

Date: 04/02/2015

JN: 10015.7

<u>Street Improvements</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>SUBTOTAL</u>
5' Concrete Walk (Street)	2,438	SF	\$2.44	\$5,948.28
Subgrade Prep - Concrete Walks	271	SY	\$0.72	\$195.03
		STREET SUBTOTAL		\$6,143.31

W. 67TH PL. - PHASE TWO IMPROVEMENTS TOTAL **\$6,143.31**



8000 South Lincoln Street, #206 Littleton, CO 80122
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Subdivision Improvements Agreement
 Midtown LLC
 Midtown at Clear Creek Filing 4
 Case No. _____

Midtown Filing 4 (Phase Two Summary)

Phase Two Improvements

Opinion of Probable Cost Estimate

Date: 04/02/2015

JN: 10015.7

<u>Street Improvements</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>SUBTOTAL</u>
5' Concrete Walk (Street)	29,213	SF	\$2.44	\$71,279.96
8' Concrete Walk (Southern Landscape Tract)	9,257	SF	\$3.40	\$31,474.68
Subgrade Prep - Concrete Walks	4,274	SY	\$0.72	\$3,077.63
		STREET SUBTOTAL		\$105,832.28
		TOTAL		\$105,832.28
		CONTINGENCY		\$1,230.03
		TOTAL		\$107,062.30
		ADDITIONAL 20% ADMINISTRATION		\$21,412.46
		5% INFLATION PER YEAR		\$5,353.12
		PHASE TWO IMPROVEMENTS TOTAL		\$133,827.88



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Subdivision Improvements Agreement
Midtown LLC
Midtown at Clear Creek Filing 4
Case No. _____

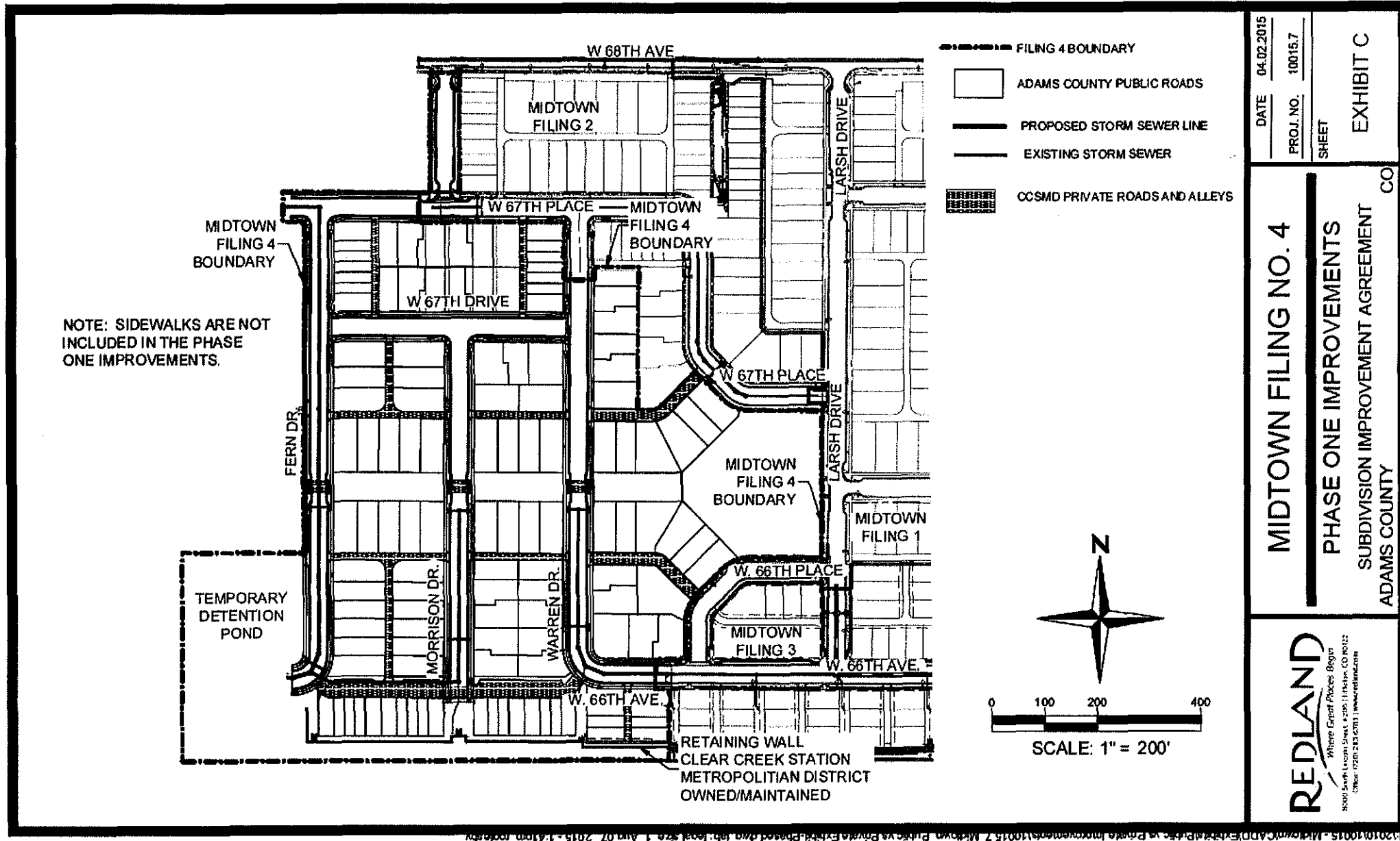
Midtown Filing 4 (Summary)
Phase One Improvements and Phase Two Improvements Combined
Opinion of Probable Cost Estimate
Date: 04/02/2015
JN. 10015.7

Grading	QUANTITY	UNIT	UNIT PRICE	SUBTOTAL
Cut to Fill (Estimated 15,000 Import)	40,000	CY	\$2.10	\$84,000.00
Strippings (Topsoil)	11,369	CY	\$1.26	\$14,324.40
			GRADING SUBTOTAL	\$98,324.40

Storm Sewer	QUANTITY	UNIT	UNIT PRICE	SUBTOTAL
18" RCP (0-8' depth)	236	LF	\$24.00	\$5,664.00
24" RCP (0-8' depth)	520	LF	\$36.00	\$18,723.96
30" RCP (0-8' depth)	1,146	LF	\$64.00	\$73,319.68
42" RCP (0-8' depth)	317	LF	\$72.00	\$22,821.12
5' Dia. Manhole	13	EA	\$1,840.00	\$23,920.00
6' Dia. Manhole	2	EA	\$2,400.00	\$4,800.00
5' Type 'R' Inlet	6	EA	\$3,200.00	\$19,200.00
10' Type 'R' Inlet	6	EA	\$3,200.00	\$19,200.00
Outlet Structure w/ Micropool and Hardware	1	EA	\$15,360.00	\$15,360.00
Forebay	1	EA	\$17,948.00	\$17,948.00
Concrete Cutoff Wall	1	LS	\$6,212.00	\$6,212.00
Emergency Overflow Structure w/ Type M Rip Rap	356	TN	\$42.80	\$15,236.80
18" FES	1	EA	\$600.00	\$600.00
Headwall/Wingwall at FES	1	LS	\$2,800.00	\$2,800.00
Type M Rip Rap at FES	25	TN	\$42.40	\$1,060.00
Type LL Bedding under Rip Rap	200	TN	\$33.20	\$6,640.00
Temporary Diversion Swale	750	LF	\$2.40	\$1,800.00
			STORM SUBTOTAL	\$255,305.56

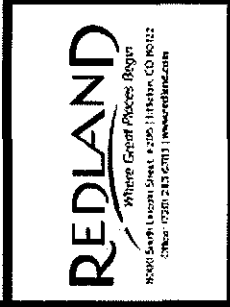
Street Improvements	QUANTITY	UNIT	UNIT PRICE	SUBTOTAL
Subgrade Prep	13,028	SY	\$8.00	\$104,226.79
Asphalt (Full depth - 6" section)	11,181	SY	\$22.40	\$250,443.30
6" Vertical Curb and Gutter (2' Pan)	5,997	LF	\$16.00	\$95,951.52
Subgrade Prep - Concrete Alley	3,823	SY	\$0.72	\$2,752.80
Concrete Alley	3,823	SY	\$28.80	\$110,111.94
Alley Curb Cut / Approach	19	EA	\$1,200.00	\$22,800.00
5' Concrete Walk (Street)	29,213	SF	\$2.44	\$71,279.96
8' Concrete Walk (Southern Landscape Tract)	9,257	SF	\$3.40	\$31,474.68
Subgrade Prep - Concrete Walks	4,274	SY	\$0.72	\$3,077.63
Street Signs	12	EA	\$688.00	\$8,256.00
Street Light (Local)	12	EA	\$6,400.00	\$76,800.00
Mid-Block Ramp	7	EA	\$480.00	\$3,360.00
Curb Return w/ Handicap Ramp (15' Radius)	10	EA	\$800.00	\$8,000.00
Adjust Manhole to Grade	30	EA	\$600.00	\$18,000.00
Adjust Valves to Grade	16	EA	\$200.00	\$3,200.00
Sweep Streets	11,181	SY	\$0.16	\$1,788.88
Road Closed Barricade	3	EA	\$200.00	\$600.00
			STREET SUBTOTAL	\$812,123.50

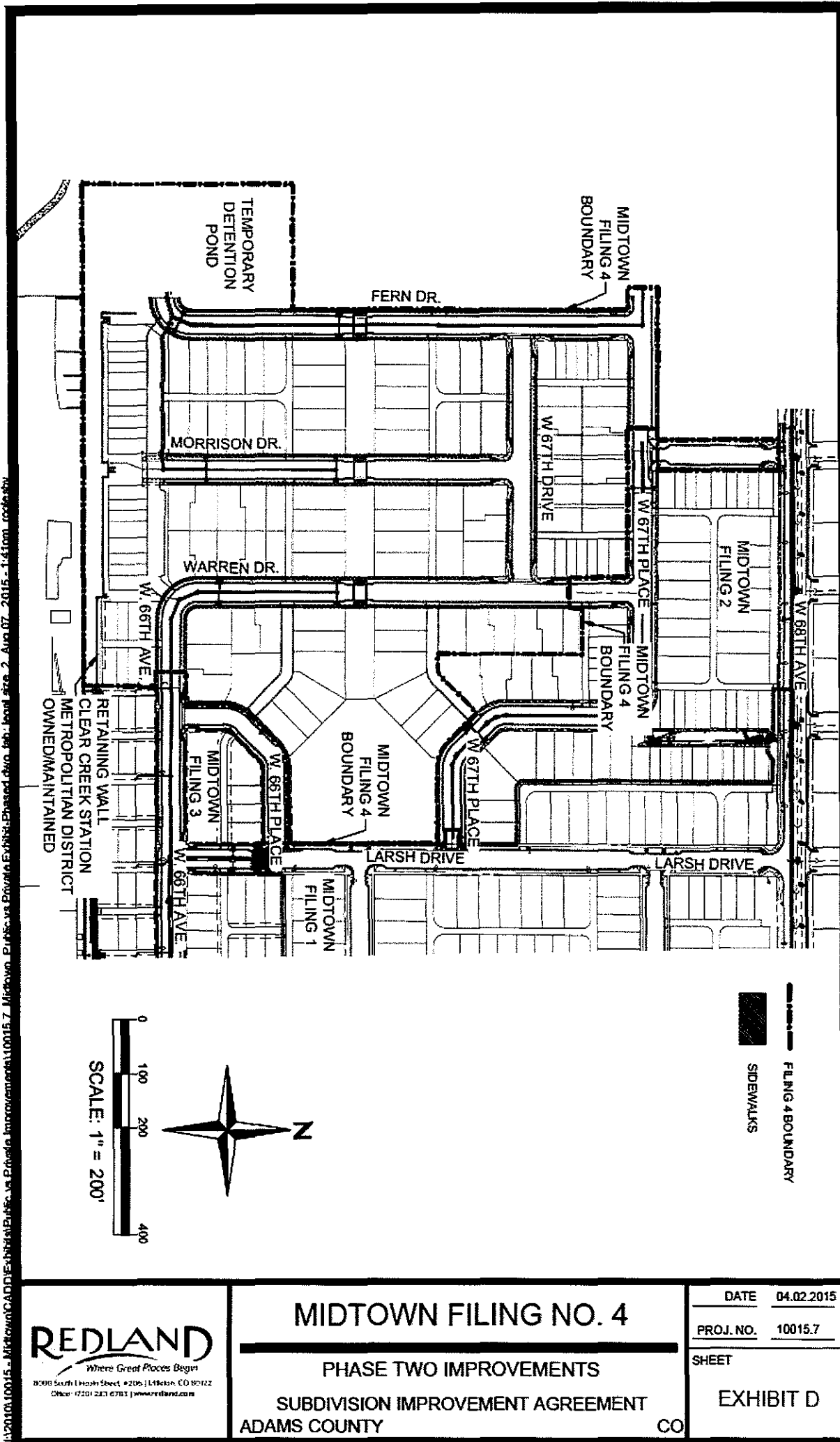
TOTAL	\$1,165,753.46
CONTINGENCY	\$13,573.44
TOTAL	\$1,179,326.90
ADDITIONAL 20% ADMINISTRATION	\$235,865.38
5% INFLATION PER YEAR	\$58,966.35
FILING 4 GRAND TOTAL	\$1,474,158.63



DATE 04.02.2015
 PROJ. NO. 10015.7
 SHEET
 EXHIBIT C

MIDTOWN FILING NO. 4
 PHASE ONE IMPROVEMENTS
 SUBDIVISION IMPROVEMENT AGREEMENT
 ADAMS COUNTY CO



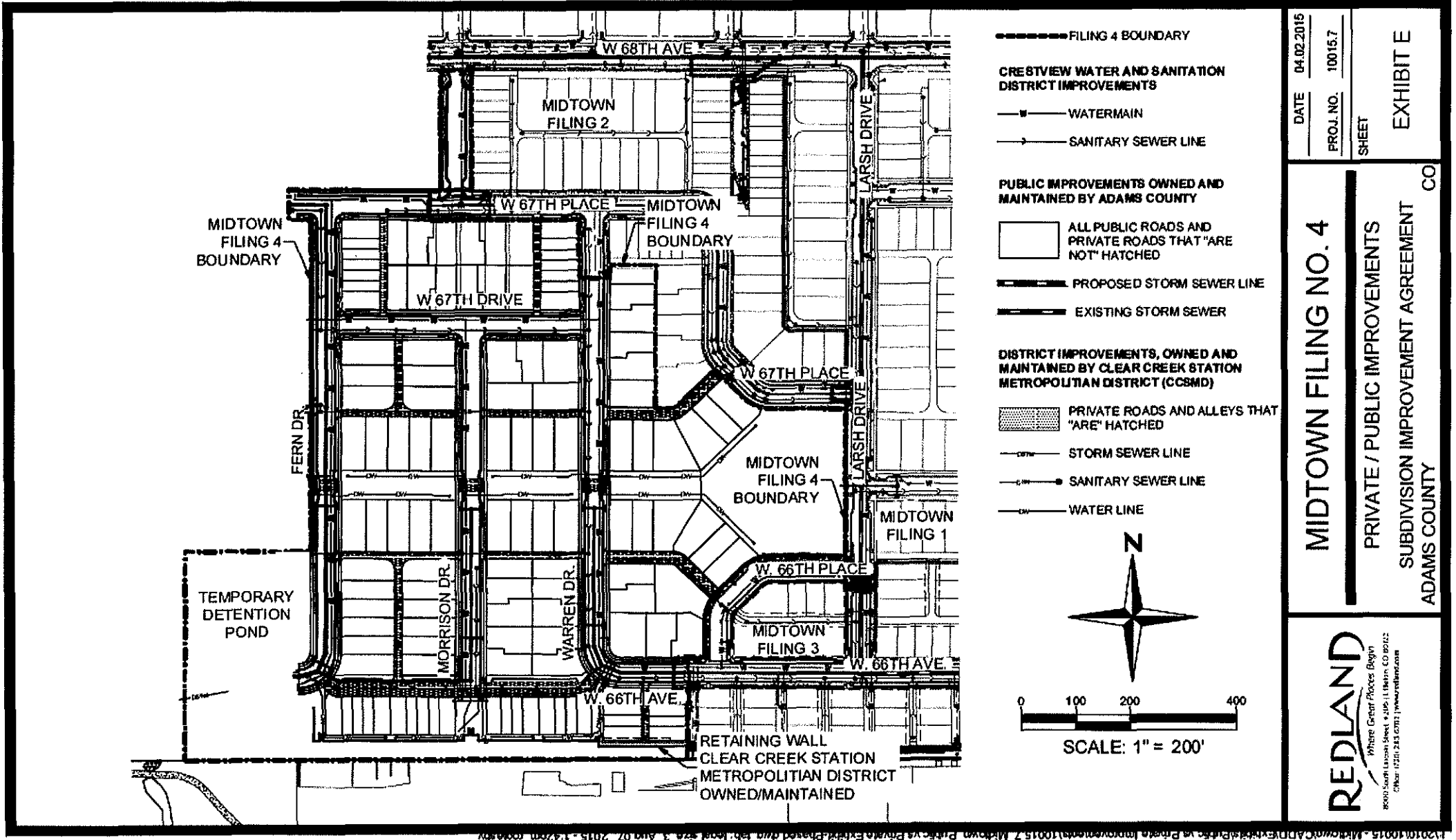


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MIDTOWN FILING NO. 4
PHASE TWO IMPROVEMENTS
SUBDIVISION IMPROVEMENT AGREEMENT
ADAMS COUNTY CO

DATE	04.02.2015
PROJ. NO.	10015.7
SHEET	EXHIBIT D



DATE	04.02.2015
PROJ. NO.	10015.7
SHEET	EXHIBIT E
MIDTOWN FILING NO. 4	
PRIVATE / PUBLIC IMPROVEMENTS	
SUBDIVISION IMPROVEMENT AGREEMENT	
ADAMS COUNTY	
CO	
 <small>White Creek Acres, Bldg 1 2000 South Larsh Street, Suite 11, Denver, CO 80212 Clear: (720) 233-0782 www.redland.com</small>	

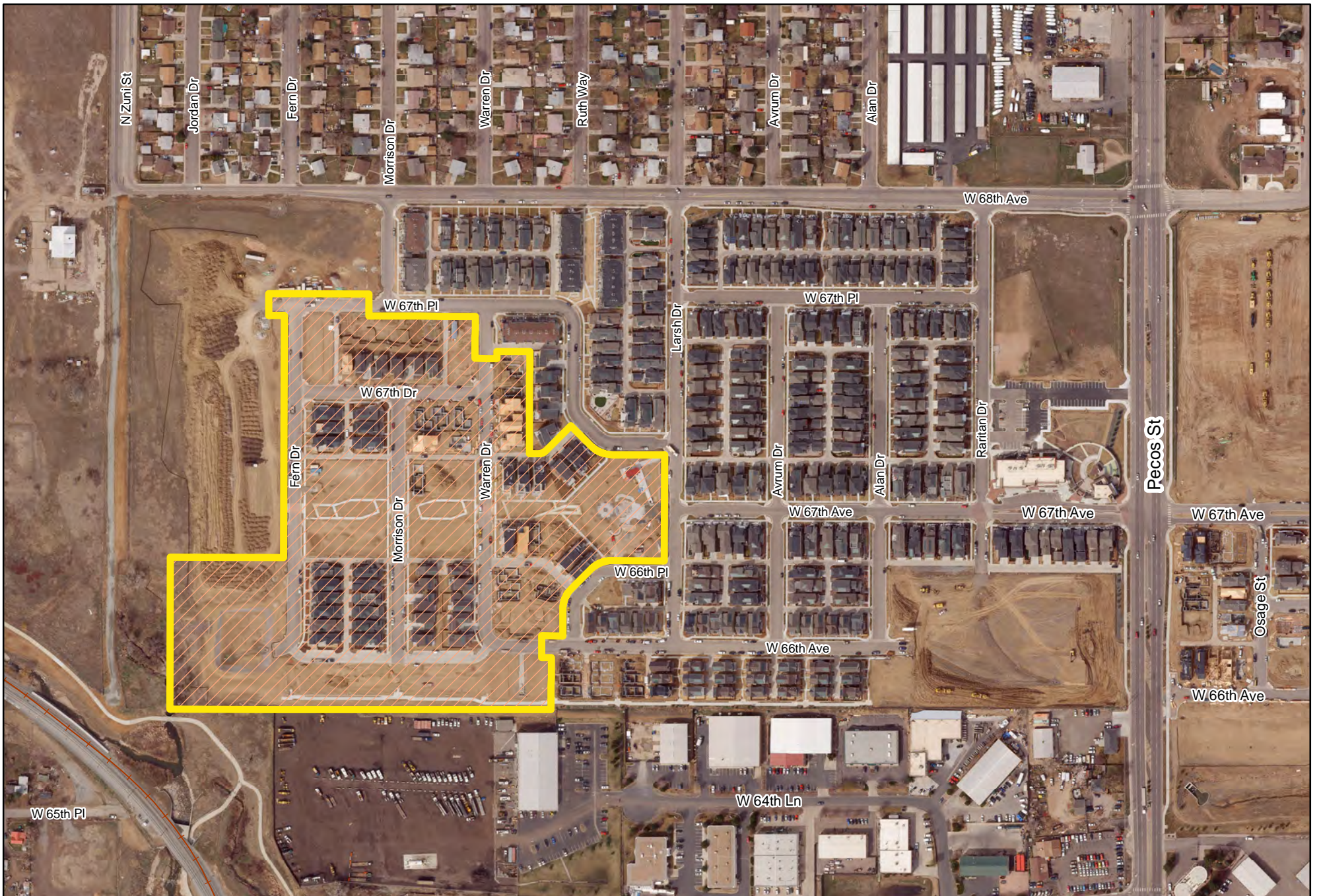


Exhibit A: Midtown Filing 4





PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: February 6, 2018
SUBJECT: Acceptance of Warranty Deed from Fujimi Ragoschke and Bruce Ragoschke
FROM: Jeffery Maxwell, P.E., PTOE, 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 by resolution

BACKGROUND:

Adams County is acquiring property in conjunction with a building permit at 8470 Imboden Mile Road, located in the Northwest Quarter of Section 29, Township 2 South, Range 64 West of the 6th Principal Meridian. The attached resolution will allow the County to accept the right-of-way dedication.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

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

ATTACHED DOCUMENTS:

Warranty Deed and Draft 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:

Draft Resolution

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

**RESOLUTION ACCEPTING A WARRANTY DEED FROM FUJIMI RAGOSCHKE
AND BRUCE RAGOSCHKE TO ADAMS COUNTY CONVEYING PROPERTY FOR
RIGHT-OF-WAY PURPOSES**

Resolution 2018-

WHEREAS, Adams County received a Warranty Deed in 2005 for right-of-way dedication for Imboden Mile Road right-of-way in conjunction with a building permit at 8470 Imboden Mile Road, located in the Northwest Quarter of Section 29, Township 2 South, Range 64 West of the 6th Principal Meridian, County of Adams, State of Colorado; and,

WHEREAS, Adams County wishes to formally accept in accordance with C.R.S. § 30-28-110 and C.R.S. § 43-2-201(1) (a) the property acquired from Fujimi Ragoschke and Bruce Ragoschke, as recorded at the Adams County Clerk and Recorder's Office at Reception Number 20050209000136490.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Warranty Deed received from Fujimi Ragoschke and Bruce Ragoschke, a copy of which has been duly recorded, is hereby accepted by Adams County.

20050209000136490 Adams Co 1/2
02/09/2005 07:40:37AM \$.00
Carol Snyder, Clerk \$.00

WARRANTY DEED

THIS DEED, dated this 13th day of January 2005, between
FUJIMI RAGOSCHKE and BRUCE RAGOSCHKE
of the County of Adams and State of Colorado, grantor(s), and
The County of Adams, State of Colorado
whose legal address is 450 South 4th Avenue, Brighton, Colorado 80601 of the
said County of Adams and State of Colorado, grantee(s):

WITNESS, that the grantor(s), for 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:

The West 70.00 feet of that parcel of land described in Document # 20040915000905750 in the Northwest Quarter of Section 29, Township 2 South, Range 64 West of the 6th P. M., County of Adams, State of Colorado and more particularly described in the legal description as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

Dedicated for Imboden Mile Road at 8470 Imboden Mile Road.

Also known by street and number as: Vacant Land

Assessor's schedule or parcel number: part of 0- 1727-00-0-00-143

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 themselves, their heirs and personal representatives, 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, they are 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 oil, gas and mineral interests if any and except 2004 taxes due in 2005 which grantor agrees to pay.

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

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

Bruce D. Ragoschke
Bruce Ragoschke

Fujimi Ragoschke
Fujimi Ragoschke

STATE OF COLORADO)
 Arapahoe) ss
 County of Adams)

The foregoing instrument was acknowledged before me this 13th day of January, 2005, by Fujimi Ragoschke and Bruce Ragoschke.

My commission expires: 11-24-08

TRACEY A ROMERO
NOTARY PUBLIC
STATE OF COLORADO

Witness my hand and official seal.
Tracey Romero
Notary Public

Rebecca Adams County Public Worker
12200 N. Peoria St, 3rd Floor
Westminster, CO 80234
With John Walker

EXHIBIT "A"
TO
WARRANTY DEED
BETWEEN
FUJIMI RAGOSCHKE AND BRUCE RAGOSCHKE
AND
THE COUNTY OF ADAMS, STATE OF COLORADO

That part of the Northwest Quarter of Section 29, Township 2 South, Range 64 West of the 6th P.M., County of Adams, State of Colorado being more particularly described as follows:

Commencing at the Southwest corner of said Section 29; thence N00°05'55"W on an assumed bearing along the West line of the Southwest Quarter of said Section 29 a distance of 2,643.12 feet to the West Quarter Corner of said Section 29; thence N00°05'15"W along the West line of the Northwest Quarter of said Section 29 a distance of 278.79 feet to the True Point of Beginning; thence continuing N00°05'15"W along said West line of the Northwest Quarter of said Section 29 a distance of 582.77 feet; thence S89°08'20"E parallel with the South line of said Section 29 a distance of 70.01 feet; thence S00°05'15"E parallel with and 70.00 feet East of the West line of the Northwest Quarter of said Section 29 a distance of 582.77 feet; thence N89°08'20"W a distance of 70.01 feet to a point on the West line of the Northwest Quarter of said Section 29 and the True Point of Beginning.

Contains 40,799.4917 square feet or 0.9366 acres more or less.

Legal description prepared by John P. Wolken, Adams County Public Works Department 12200 North Pecos Street, Westminster, Colorado 80224, based on the deed as recorded in the Office of the Adams County Clerk and Recorder in Document 20040915000905750.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: February 6, 2018
SUBJECT: Resolution approving right-of-way agreement between Adams County and Amerco Real Estate Company, for property necessary for the York Street Improvements Project - York Street from East 78 th Avenue to Highway 224
FROM: Jeffery Maxwell, P.E., PTOE, 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 needed for road right-of-way.

BACKGROUND:

Adams County is in the process of acquiring right-of-way and temporary construction easements for street improvements along York Street from East 78th Avenue to Highway 224 that includes reconstructing the roadway, improving drainage, and installing curb, gutter, sidewalk and accessible curb ramps in compliance with the Americans with Disabilities Act. Attached is a copy of the right-of-way agreement between Adams County and Amerco Real Estate Company for dedication of road right-of-way. The attached resolution allows the County to acquire ownership of the needed property for the use of the public and provide the necessary documents to close on the property.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

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

ATTACHED DOCUMENTS:

Draft resolution and 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> </u></u>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9010	W30561701	\$23,785.00
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u><u>\$23,785.00</u></u>

New FTEs requested: **YES** **NO**

Future Amendment Needed: **YES** **NO**

Additional Note:

Total project budget is \$3,000,000

Draft Resolution

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

**RESOLUTION APPROVING RIGHT-OF-WAY AGREEMENT BETWEEN ADAMS
COUNTY AND AMERCO REAL ESTATE COMPANY, FOR PROPERTY NECESSARY
FOR THE YORK STREET IMPROVEMENTS PROJECT –
YORK STREET FROM EAST 78TH AVENUE TO HIGHWAY 224**

Resolution 2018-

WHEREAS, Adams County is in the process of acquiring right-of-way and temporary construction easements along York Street for the York Street Improvements Project - York Street from East 78th Avenue to Highway 224; and,

WHEREAS, the project includes installation and construction of curb, gutter, sidewalk and accessible curb ramps for street improvements for the use of the public within the right-of-way of York Street; and,

WHEREAS, these fee parcel dedications are located in the Southwest Quarter of Section 36, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado, and owned by Amerco Real Estate Company, (“Parcels 11 and 12”); and,

WHEREAS, Adams County requires ownership of Parcels 11 and 12 for construction of the street improvements; and,

WHEREAS, Amerco Real Estate Company is willing to sell Parcels 11 and 12 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 Amerco Real Estate Company, 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 **Amerco Real Estate Company, a Nevada Corporation formerly U-Haul Real Estate Company** whose address is **2727 N. Central Avenue, Suite 500 Phoenix, AZ 85004** ("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 **7640 York Street, 2560 E. 76th Avenue and 7540 York Street, Denver, Colorado 80229**, hereinafter (the "Property") for the York Street Improvements Project – York Street from East 78th Avenue to Highway 224 (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 **TWENTY-THREE THOUSAND SEVEN HUNDRED AND EIGHTY-FIVE NO/100'S DOLLARS (\$23,785.00)** including the performance of the terms of this Agreement, the sufficiency of which is hereby acknowledged. 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 with an expected date of **October 1, 2017**.
3. 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 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.
5. 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.

6. 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.
7. 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.
8. This Agreement has been entered into in the State of Colorado and shall be governed according to the laws thereof.

Owner(s):

By: _____

Printed Name: _____

Title: _____

Carlos Vizcarra
Carlos Vizcarra
President

Approved:

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

Chair

Date

Approved as to Form:

County Attorney



Drexel, Barrell & Co.

MAY 2, 2016

Engineers/Surveyors

Boulder
Colorado Springs
Greeley

1800 38th Street
Boulder, CO 80301-2620

303.442.4338
303.442.4373 Fax

LEGAL DESCRIPTION PARCEL 11 RIGHT-OF-WAY DEDICATION

A TRACT OF LAND LOCATED IN THE SW1/4 OF SECTION 36, T2S, R68W OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE W1/4 CORNER OF SAID SECTION 36 AND CONSIDERING THE WEST LINE OF SAID SW1/4 TO BEAR S00°01'12"W, THENCE S66°19'39"E, 51.33 FEET TO THE SOUTHERLY LINE OF THAT TRACT OF LAND DESCRIBED AT RECEPTION NO. 2010000037526, IN THE ADAMS COUNTY RECORDS, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

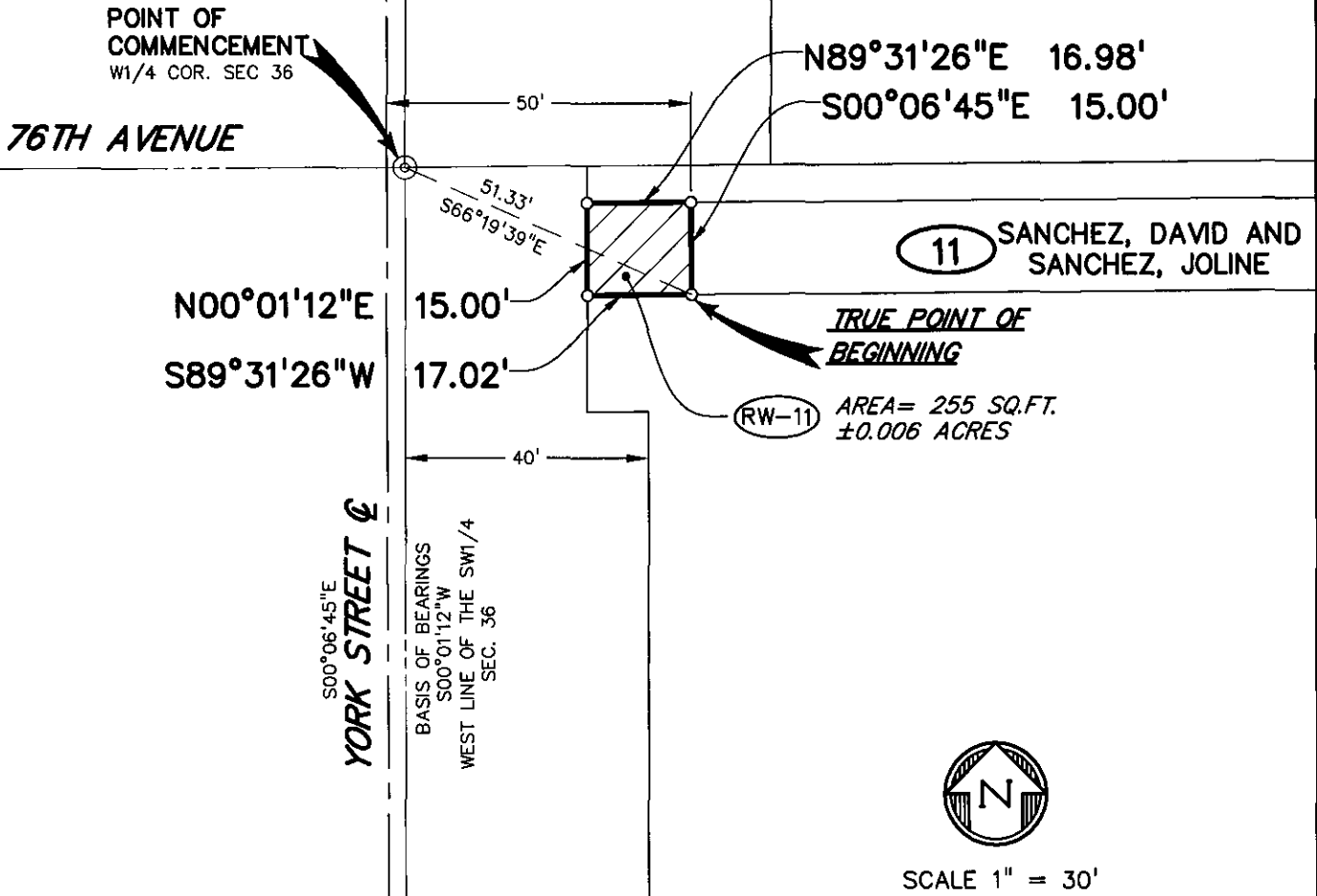
THENCE S89°31'26"W, 17.02 FEET TO THE EASTERLY LINE OF YORK STREET, THENCE N00°01'12"E, 15.00 FEET ALONG SAID EASTERLY LINE TO THE NORTHERLY LINE OF SAID TRACT OF LAND DESCRIBED AT RECEPTION NO. 2010000037526; THENCE N89°31'26"E, 16.98 FEET ALONG SAID NORTHERLY LINE; THENCE S00°06'45"E, 15.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 0.006 ACRES OR 255 SQUARE FEET, MORE OR LESS.

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



EXHIBIT PARCEL 11 R.O.W. DEDICATION



NOTES

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

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

Drexel, Barrell & Co. Engineers/Surveyors
 1800 38TH STREET BOULDER, COLORADO 80301 (303) 442-4338



BOULDER, COLORADO (903) 442-4338
 COLORADO SPRINGS, COLORADO (719) 260-0887
 GREELEY, COLORADO (970) 351-0645

Revisions - Date	Date 4-21-16	Drawn By JRF	Job No. 20805
	Scale 1" = 30'	Checked By MES	Drawing No. IN FILE



Drexel, Barrell & Co.

MAY 23, 2016

Engineers/Surveyors

Boulder
Colorado Springs
Greeley

1800 38th Street
Boulder, CO 80301-2620

303.442.4338
303.442.4373 Fax

LEGAL DESCRIPTION PARCEL 12 RIGHT-OF-WAY DEDICATION

A TRACT OF LAND LOCATED IN THE SW1/4 OF SECTION 36, T2S, R68W OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE W1/4 CORNER OF SAID SECTION 36 AND CONSIDERING THE WEST LINE OF SAID SW1/4 TO BEAR S00°01'12"W, THENCE S66°19'39"E, 51.33 FEET TO THE SOUTHERLY LINE OF THAT TRACT OF LAND DESCRIBED AT RECEPTION NO. 2010000037526, IN THE ADAMS COUNTY RECORDS, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE S00°06'45"E, 470.06 FEET TO A POINT ON THE NORTHERLY LINE OF TRACT OF LAND DESCRIBED AT RECEPTION NO. 2010000044076, IN THE ADAMS COUNTY RECORDS; THENCE S89°37'24"W, 8.11 FEET ALONG SAID NORTHERLY LINE TO THE EASTERLY LINE OF YORK STREET; THENCE N00°01'12"E, 451.05 FEET ALONG SAID EASTERLY LINE; THENCE S89°31'26"W, 10.00 FEET ALONG SAID EASTERLY LINE; THENCE N00°01'12"E, 19.00 FEET ALONG SAID EASTERLY LINE TO SAID SOUTHERLY LINE; THENCE N89°31'26"E, 17.02 FEET ALONG SAID SOUTHERLY LINE TO THE **TRUE POINT OF BEGINNING**.

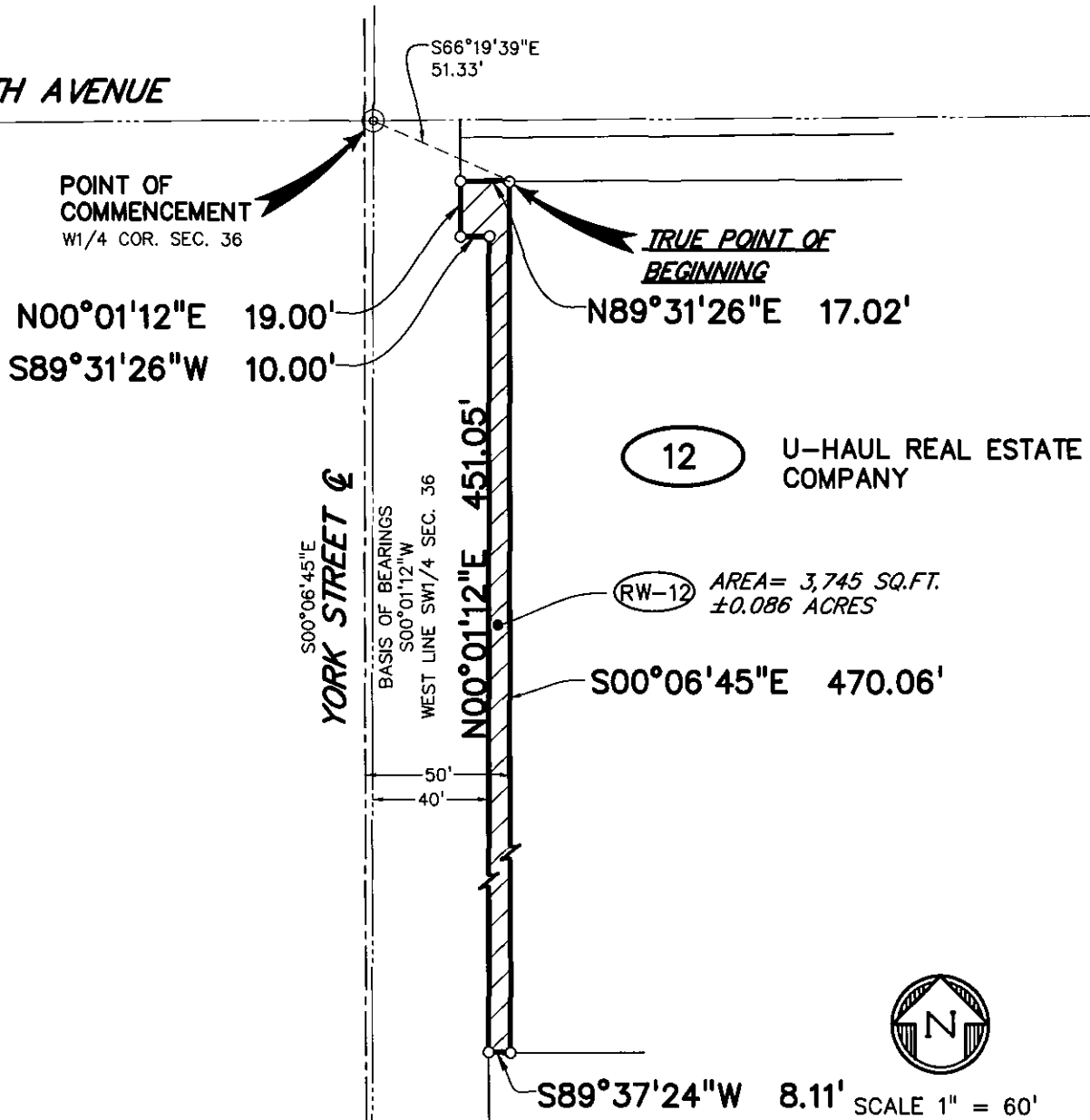
CONTAINING 0.086 ACRES OR 3,745 SQUARE FEET, MORE OR LESS.

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



EXHIBIT PARCEL 12 R.O.W. DEDICATION

76TH AVENUE



NOTES

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

IN ACCORDANCE WITH CRS 13-80-105;

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

Drexel, Barrell & Co. Engineers/Surveyors

1800 38TH STREET BOULDER, COLORADO 80301 (303) 442-4338

BOULDER, COLORADO (903) 442-4338

COLORADO SPRINGS, COLORADO (719) 260-0887

GREELEY, COLORADO (970) 351-0845



Revisions - Date	Date	Drawn By	Job No.
	4-21-16	JRF	20805
	Scale	Checked By	Drawing No.
	1"=60'	MES	IN FILE



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: February 6, 2018
SUBJECT: Acceptance of Warranty Deed from Robinson NW, LLC
FROM: Jeffery Maxwell, P.E., PTOE, 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 by resolution

BACKGROUND:

Adams County is acquiring property in conjunction with the Autumn Nursery Conditional Use Permit, located in the Northeast Quarter of Section 24, Township 1 South, Range 67 West of the 6th Principal Meridian. The attached resolution will allow the County to accept the right-of-way dedication.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

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

ATTACHED DOCUMENTS:

Warranty Deed and Draft 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:

Draft Resolution

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

**RESOLUTION ACCEPTING A WARRANTY DEED FROM ROBINSON NW, LLC TO
ADAMS COUNTY CONVEYING PROPERTY FOR RIGHT-OF-WAY PURPOSES**

Resolution 2018-

WHEREAS, Adams County received a Warranty Deed in 2005 for right-of-way dedication for East 144th Avenue and Potomac Street in conjunction with the Autumn Nursery Conditional Use Permit, located in the Northeast Quarter of Section 24, Township 1 South, Range 67 West of the 6th Principal Meridian, County of Adams, State of Colorado; and,

WHEREAS, Adams County wishes to formally accept in accordance with C.R.S. § 30-28-110 and C.R.S. § 43-2-201(1) (a) the property acquired from Robinson NW, LLC, as recorded at the Adams County Clerk and Recorder's Office at Reception Number 20051222001399810.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Warranty Deed received from Robinson NW, LLC, a copy of which has been duly recorded, is hereby accepted by Adams County.

EXHIBIT "A"
TO
WARRANTY DEED
BETWEEN
ROBINSON NW, LLC
AND
THE COUNTY OF ADAMS, STATE OF COLORADO

That part of the Northeast Quarter of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter of Section 24, Township 1 South, Range 67 West of the 6th P.M., County of Adams, State of Colorado being more particularly described as follows:

Parcel 1:

Commencing at the Northeast corner of said Section 24; thence $S00^{\circ}01'31''W$ on an assumed bearing along the East line of said Northeast Quarter a distance of 868.96 feet to the Southeast corner of Parcel B as described in the deed recorded in the Office of the Adams County Clerk and Recorder in Book 2055 at Page 576 under Reception No. B019116 and the True Point of Beginning; thence continuing $S00^{\circ}01'31''W$ along the East line of said Northeast Quarter a distance of 746.50 feet; thence $S89^{\circ}53'49''W$ along a line 292 feet South of and parallel with the North line of the South Half of said Northeast Quarter a distance of 95.00 feet; thence $N00^{\circ}01'31''E$ parallel with and 95 feet West of, measured perpendicular to, the East line of said Northeast Quarter a distance of 774.76 feet to a point on the Southwest line of said Parcel B; thence $S43^{\circ}53'58''E$ along the Southwest line of said Parcel B a distance of 39.36 feet to the Southwest corner of said Parcel B; thence $N89^{\circ}46'19''E$ along the South line of said Parcel B being also parallel with the North line of said Northeast Quarter a distance of 67.70 feet to the True Point of Beginning.

Contains 71,296 square feet or 1.6367 acres more or less.

Parcel 2:

Commencing at the Northeast corner of said Section 24; thence $S00^{\circ}01'31''W$ on an assumed bearing along the East line of said Northeast Quarter a distance of 868.96 feet to the Southeast corner of Parcel B as described in the deed recorded in the Office of the Adams County Clerk and Recorder in Book 2055 at Page 576 under Reception No. B019116; thence $S89^{\circ}46'19''W$ along the South line of said Parcel B as described in the deed recorded in the Office of the Adams County Clerk and Recorder in Book 2055 at Page 576 under Reception No. B019116 being also parallel with the North line of said Northeast Quarter a distance of 67.70 feet to the Southwest corner of said Parcel B; thence $N43^{\circ}53'58''W$ along the Southwest line of said Parcel B a distance of 569.54 feet to the Northwest corner of said Parcel B and the Southwest corner of Parcel A as described in the deed recorded in the Office of the Adams County Clerk and Recorder in Book 2055 at Page 576 under Reception No. B019116; thence $N00^{\circ}01'31''E$ parallel with the East line of said Northeast Quarter and along the West line of said Parcel A and along it the northerly projection thereof a distance of 457.00 feet to a point on the North line of said Northeast Quarter and the True Point of

Beginning; thence S89°46'19"W along the North line of said Northeast Quarter a distance of 278.83 feet to the Northwest corner of that Parcel of land as described in the deed recorded in the Office of the Adams County Clerk and Recorder under Reception No. C1258312; thence S23°37'47"W along the West line of said Parcel of land as described in the deed recorded in the Office of the Adams County Clerk and Recorder under Reception No. C1258312 a distance of 65.61 feet; thence N89°46'19"E parallel with and 60 feet South of, measured perpendicular to, the North line of said Northeast Quarter a distance of 305.10 feet to a point on the West line of said Parcel A; thence N00°01'31"E along the West line of said Parcel A and its northerly projection a distance of 60.00 feet to the True Point of Beginning.

Contains 17,519 square feet or 0.4022 acres more or less.

Legal description prepared by John P. Wolken, Adams County Public Works Department, 12200 North Pecos Street, Westminster, Colorado 80234, based on two deeds as recorded in the Office of the Adams County Clerk and Recorder, one in Book 2055 at Page 576 under Reception No. B019116 and the other under Reception No. C1258312.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: February 6, 2018
SUBJECT: Acceptance of Warranty Deed from Elpidio Villalobos
FROM: Jeffery Maxwell, P.E., PTOE, 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 by resolution

BACKGROUND:

Adams County is acquiring property in conjunction with a building permit for 37620 East 120th Avenue, located in the Northeast Quarter of Section 4, Township 2 South, Range 64 West of the 6th Principal Meridian. The attached resolution will allow the County to accept the right-of-way dedication.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

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

ATTACHED DOCUMENTS:

Warranty Deed and Draft 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:

Draft Resolution

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

**RESOLUTION ACCEPTING A WARRANTY DEED FROM ELPIDIO VILLALOBOS
TO ADAMS COUNTY CONVEYING PROPERTY FOR RIGHT-OF-WAY PURPOSES**

Resolution 2018-

WHEREAS, Adams County received a Warranty Deed in 2005 for right-of-way dedication for East 120th Avenue right-of-way west of Cavanaugh Mile Road in conjunction with a building permit for 37620 East 120th Avenue, located in the Northeast Quarter of Section 4, Township 2 South, Range 64 West of the 6th Principal Meridian, County of Adams, State of Colorado; and,

WHEREAS, Adams County wishes to formally accept in accordance with C.R.S. § 30-28-110 and C.R.S. § 43-2-201(1) (a) the property acquired from Elpidio Villalobos, as recorded at the Adams County Clerk and Recorder's Office at Reception Number 20050711000727590.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Warranty Deed received from Elpidio Villalobos, a copy of which has been duly recorded, is hereby accepted by Adams County.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: February 6, 2018
SUBJECT: Acceptance of Warranty Deed from Lowell D. Piland
FROM: Jeffery Maxwell, P.E., PTOE, 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 by resolution

BACKGROUND:

Adams County is acquiring property in conjunction with a 35-acre development, located in the West Half of Section 23, Township 2 South, Range 64 West of the 6th Principal Meridian. The attached resolution will allow the County to accept the right-of-way dedication.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

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

ATTACHED DOCUMENTS:

Warranty Deed and Draft 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:

Draft Resolution

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

**RESOLUTION ACCEPTING A WARRANTY DEED FROM LOWELL D. PILAND TO
ADAMS COUNTY CONVEYING PROPERTY FOR RIGHT-OF-WAY PURPOSES**

Resolution 2018-

WHEREAS, Adams County received a Warranty Deed in 2005 for right-of-way dedication for Manila Mile Road right-of-way north of East 88th Avenue in conjunction with a 35-acre development, located in the West Half of Section 23, Township 2 South, Range 64 West of the 6th Principal Meridian, County of Adams, State of Colorado; and,

WHEREAS, Adams County wishes to formally accept in accordance with C.R.S. § 30-28-110 and C.R.S. § 43-2-201(1) (a) the property acquired from Lowell D. Piland, as recorded at the Adams County Clerk and Recorder's Office at Reception Number 20050203000117070.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Warranty Deed received from Lowell D. Piland, a copy of which has been duly recorded, is hereby accepted by Adams County.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: February 6, 2018
SUBJECT: Acceptance of Warranty Deed from Jerry P. Napolitan
FROM: Jeffery Maxwell, P.E., PTOE, 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 by resolution

BACKGROUND:

Adams County is acquiring property in conjunction with a building permit for 9280 Manila Mile Road, located in the Northwest Quarter of Section 23, Township 2 South, Range 64 West of the 6th Principal Meridian. The attached resolution will allow the County to accept the right-of-way dedication.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

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

ATTACHED DOCUMENTS:

Warranty Deed and Draft 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:

Draft Resolution

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

**RESOLUTION ACCEPTING A WARRANTY DEED FROM JERRY P. NAPOLITAN
TO ADAMS COUNTY CONVEYING PROPERTY FOR RIGHT-OF-WAY PURPOSES**

Resolution 2018-

WHEREAS, Adams County received a Warranty Deed in 2005 for right-of-way dedication for Manila Mile Road right-of-way north of East 88th Avenue in conjunction with a building permit for 9280 Manila Road, located in the Northwest Quarter of Section 23, Township 2 South, Range 64 West of the 6th Principal Meridian, County of Adams, State of Colorado; and,

WHEREAS, Adams County wishes to formally accept in accordance with C.R.S. § 30-28-110 and C.R.S. § 43-2-201(1) (a) the property acquired from Jerry P. Napolitan, as recorded at the Adams County Clerk and Recorder's Office at Reception Number 20050711000727600.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Warranty Deed received from Jerry P. Napolitan, a copy of which has been duly recorded, is hereby accepted by Adams County.

EXHIBIT "A"
TO
WARRANTY DEED
BETWEEN
JERRY P. NAPOLITAN
AND
THE COUNTY OF ADAMS, STATE OF COLORADO

That part of the Northwest Quarter of Section 23, Township 2 South, Range 64 West of the 6th P.M., County of Adams, State of Colorado being more particularly described as follows:

Commencing at the Southwest corner of said Section 23; thence N00°16'19"E along the West line of the Southwest Quarter of said Section 23 a distance of 2,653.42 feet to the West Quarter Corner of said Section 23; thence N00°16'21"E along the West line of the Northwest of said Section 23 a distance of 1276.17 feet; thence S88°31'42"E parallel with the North line of the Northwest of said Section 23 a distance of 40.01 feet to the True Point of Beginning; thence N00°16'21"E parallel with and 40.00 feet East of, measured perpendicular to, the West line of the Northwest Quarter of said Section 23 a distance of 668.69 feet; thence S88°31'42"E parallel with the North line of the Northwest of said Section 23 a distance of 30.00 feet; thence S00°16'21"W parallel with and 70.00 feet East of, measured perpendicular to, the West line of the Northwest Quarter of said Section 23 a distance of 668.69 feet; thence N88°31'42"W a distance of 30.00 feet to the True Point of Beginning.

Contains 20,060.70 square feet or 0.461 acres more or less.

Legal description prepared by John P. Wolken, Adams County Public Works Department 12200 North Pecos Street, Westminster, Colorado 80224, based on the deed as recorded in the Office of the Adams County Clerk and Recorder in Document 20050322000291810 and based on the Corrected Land Survey Plat prepared by M. Douglas Hoos, PLS 27269 of American West Land Surveying Co., Inc. P.O. Box 129, 29 South 4th Avenue, Brighton, CO 80601 filed with Adams County on January 26, 2005 in Book 1 at Page 2591, Reception (Map) Number 2005-007 of the Land Survey Plat Records.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: February 6, 2018
SUBJECT: Acceptance of Warranty Deed from Bartley/Shook Land Investments, Inc.
FROM: Jeffery Maxwell, P.E., PTOE, 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 by resolution

BACKGROUND:

Adams County is acquiring property in conjunction with a Planned Unit Development, located in the Southeast Quarter of Section 3, Township 1 South, Range 67 West of the 6th Principal Meridian. The attached resolution will allow the County to accept the right-of-way dedication.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

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

ATTACHED DOCUMENTS:

Warranty Deed and Draft 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:

Draft Resolution

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

**RESOLUTION ACCEPTING A WARRANTY DEED FROM BARTLEY/SHOOK LAND
INVESTMENTS, INC. TO ADAMS COUNTY CONVEYING PROPERTY FOR RIGHT-
OF-WAY PURPOSES**

Resolution 2018-

WHEREAS, Adams County received a Warranty Deed in 2006 for right-of-way dedication for East 160th Avenue (Colo. State Highway 7) and Geneva Court in conjunction with a Planned Unit Development, located in the Southeast Quarter of Section 3, Township 1 South, Range 67 West of the 6th Principal Meridian, County of Adams, State of Colorado; and,

WHEREAS, Adams County wishes to formally accept in accordance with C.R.S. § 30-28-110 and C.R.S. § 43-2-201(1) (a) the property acquired from Bartley/Shook Land Investments, Inc., as recorded at the Adams County Clerk and Recorder's Office at Reception Number 20060620000622380.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Warranty Deed received from Bartley/Shook Land Investments, Inc., a copy of which has been duly recorded, is hereby accepted by Adams County.

NO REAL PROPERTY
TRANSFER DECLARATION
ACCOMPANIED THIS DOCUMENT

20060620000622380 Adams Co 1/1
06/20/2006 07:18:06AM \$.00
Carol Snyder, Clerk \$.00

WARRANTY DEED

THIS DEED, dated this 14th day of June, 2006
between **BARTLEY/SHOOK LAND INVESTMENTS, INC.**,
a corporation duly organized and existing under and by virtue of the laws of the
State of Colorado, grantor, and **THE COUNTY OF ADAMS, STATE
OF COLORADO** whose legal address is 450 South 4th Avenue, Brighton,
Colorado 80601 of the said County of Adams and State of Colorado, grantee:

WITNESS, that the grantor, for good and valuable consideration, the receipt and sufficiency of which is hereby
acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and
confirm unto the grantee, its successors and assigns forever, all 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:

The South 20 feet of Outlot D and F and the "EMERGENCY VEHICLE CUL-DE-SAC", Shook Subdivision, a
subdivision of a part of the Southeast Quarter of Section 3, Township 1 South, Range 67 West of the 6th P.M., Adams
County, Colorado.

Dedicated for East 160th Avenue (Colo. State Highway 7) and for Geneva Court.

Also known by street and number as: Vacant Land
Assessor's schedule or parcel number: Part of 0-1571-03-0-00-009

TOGETHER with all and singular the hereditaments and appurtenances thereunto 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, 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, his heirs and assigns forever. The grantor, for itself, its successors and assigns, does covenant, grant, bargain and
agree to and with the grantee, his heirs and assigns, that at the time of the ensembling and delivery of these presents, it is
well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in
law, in fee simple, and has good right, full power and authority to grant, bargain, sell and convey the same in manner and
form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes,
assessments, encumbrances and restrictions of whatever kind or nature soever, except oil, gas and mineral interests if any
and except 2006 taxes due in 2007 which grantor agrees to pay.

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

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 caused its corporate name to be hereunto subscribed by its _____
President, and its corporate seal to be hereunto affixed, attested by its _____
Secretary, the day and year first above written.

Attest:

Bartley/Shook Land Investments, Inc.,
A Colorado Corporation

Mara J. Small
Secretary

By *Gene Osborne*
Gene Osborne President

STATE OF COLORADO)
County of Adams) ss
Arapahoe

The foregoing instrument was acknowledged before me this 14 day of June, 2006, by
Gene Osborne as President and
Mara J. Small as Secretary of
Bartley/Shook Land Investments, Inc., a Colorado corporation.



Witness my hand and official seal.
My commission expires:

Emily Vinz
Notary Public

WARRANTY DEED

THIS DEED, dated this _____ day of _____, 2006 between BARTLEY/SHOOK LAND INVESTMENTS, INC., a corporation duly organized and existing under and by virtue of the laws of the State of Colorado, grantor, and THE COUNTY OF ADAMS, STATE OF COLORADO whose legal address is 450 South 4th Avenue, Brighton, Colorado 80601 of the said County of Adams and State of Colorado, grantee:

WITNESS, that the grantor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the grantee, its successors and assigns forever, all 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:

The South 20 feet of Outlot D and F and the "EMERGENCY VEHICLE CUL-DE-SAC", Shook Subdivision, a subdivision of a part of the Southeast Quarter of Section 3, Township 1 South, Range 67 West of the 6th P.M., Adams County, Colorado.

Dedicated for East 160th Avenue (Colo. State Highway 7) and for Geneva Court.

Also known by street and number as: Vacant Land Assessor's schedule or parcel number: Part of 0-1571-03-0-00-009

TOGETHER with all and singular the hereditaments and appurtenances thereunto 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, 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, his heirs and assigns forever. The grantor, for itself, its successors and assigns, does covenant, grant, bargain and agree to and with the grantee, his heirs and assigns, that at the time of the ensembling and delivery of these presents, it is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except oil, gas and mineral interests if any and except 2006 taxes due in 2007 which grantor agrees to pay.

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

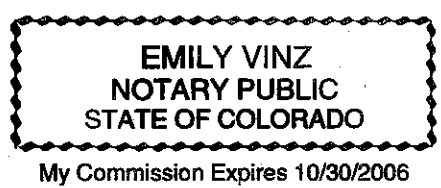
The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has caused its corporate name to be hereunto subscribed by its _____ President, and its corporate seal to be hereunto affixed, attested by its _____ Secretary, the day and year first above written.

Attest: _____ Bartley/Shook Land Investments, Inc., A Colorado Corporation
Mara Gravel Secretary By Gene Osborne President

STATE OF COLORADO)
County of Adams) ss
C. Vinz

The foregoing instrument was acknowledged before me this 14 day of June, 2006, by Gene Osborne as President and Mara Gravel as Secretary of Bartley/Shook Land Investments, Inc., a Colorado corporation.



Witness my hand and official seal. My commission expires: _____
Emily Vinz Notary Public



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: February 6, 2018
SUBJECT: Acceptance of Warranty Deed from Dana R. Pfluger
FROM: Jeffery Maxwell, P.E., PTOE, 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 by resolution

BACKGROUND:

Adams County is acquiring property in conjunction with a building permit at 9370 Manila Mile Road, located in the Northwest Quarter of Section 23, Township 2 South, Range 64 West of the 6th Principal Meridian. The attached resolution will allow the County to accept the right-of-way dedication.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

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

ATTACHED DOCUMENTS:

Warranty Deed and Draft 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:

Draft Resolution

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

**RESOLUTION ACCEPTING A WARRANTY DEED FROM DANA R. PFLUGER TO
ADAMS COUNTY CONVEYING PROPERTY FOR RIGHT-OF-WAY PURPOSES**

Resolution 2018-

WHEREAS, Adams County received a Warranty Deed in 2005 for right-of-way dedication for Manila Mile Road in conjunction with a building permit at 9370 Manila Mile Road, located in the Northwest Quarter of Section 23, Township 2 South, Range 64 West of the 6th Principal Meridian, County of Adams, State of Colorado; and,

WHEREAS, Adams County wishes to formally accept in accordance with C.R.S. § 30-28-110 and C.R.S. § 43-2-201(1) (a) the property acquired from Dana R. Pfluger, as recorded at the Adams County Clerk and Recorder's Office at Reception Number 20050203000117080.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Warranty Deed received from Dana R. Pfluger, a copy of which has been duly recorded, is hereby accepted by Adams County.

EXHIBIT "A"
TO
WARRANTY DEED
BETWEEN
DANA R. PFLUGER
AND
THE COUNTY OF ADAMS, STATE OF COLORADO

That part of the Northwest Quarter of Section 23, Township 2 South, Range 64 West of the 6th P.M., County of Adams, State of Colorado being more particularly described as follows:

Commencing at the Southwest corner of Section 23; thence $N00^{\circ}16'19''E$ along the West line of the Southwest Quarter of said Section 23 a distance of 2,653.42 feet to the West Quarter Corner of said Section 23; thence $N00^{\circ}16'21''E$ along the West line of the Northwest of said Section 23 a distance of 648.79 feet; thence $S88^{\circ}36'26''E$ a distance of 40.01 feet to the True Point of Beginning; thence $N00^{\circ}16'21''E$ parallel with and 40.00 feet East of the West line of the Northwest Quarter of said Section 23 a distance of 627.32 feet; thence $S88^{\circ}31'42''E$ parallel with the North line of the Northwest of said Section 23 a distance of 30.00 feet; thence $S00^{\circ}16'21''W$ parallel with and 70.00 feet East of the West line of the Northwest Quarter of said Section 23 a distance of 627.32 feet; thence $N88^{\circ}36'26''W$ a distance of 30.00 feet to the True Point of Beginning.

Contains 18,819.60 square feet or 0.432 acres more or less.

Legal description prepared by John P. Wolken, Adams County Public Works Department 12200 North Pecos Street, Westminster, Colorado 80224, based on the Land Survey Plat prepared by M. Douglas Hoos, PLS 27269 of American West Land Surveying Co., Inc. P.O. Box 129, 29 South 4th Avenue, Brighton, CO 80601.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: February 6, 2018
SUBJECT: Resolution Regarding Defense and Indemnification of Roger Kelley, Gene Claps and Scott Miller as Defendants Pursuant to C.R.S. § 24-10-101, <i>et seq.</i> , 17-cv-02833-RPM
FROM: Heidi Miller, County Attorney
AGENCY/DEPARTMENT: County Attorney's Office
HEARD AT STUDY SESSION ON N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Adopt the Resolution Regarding Defense and Indemnification of Roger Kelley, Gene Claps and Scott Miller as Defendants Pursuant to C.R.S. § 24-10-101, <i>et seq.</i>

BACKGROUND:

The Board of County Commissioners formally indemnifies employees and elected officials who are named in civil lawsuits.

The County Attorney's Office has reviewed the facts of this lawsuit and it has been determined that the employees/elected officials named in the lawsuit were acting within the course and scope of their employment at all relevant times.

The County Attorney's Office is recommending that the following employees/elected officials be indemnified for any potential damages that might arise out of this litigation: Roger Kelley, Gene Claps and Scott Miller

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Sheriff's Office

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

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

Fund:
Cost Center:

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

Potential fiscal impact is unknown. If litigation results in settlement or judgment against the County or its employees/elected officials, there would be a fiscal impact. The potential amount of that impact is impossible to estimate at this time.

RESOLUTION REGARDING DEFENSE AND INDEMNIFICATION OF ROGER KELLEY, GENE CLAPS AND SCOTT MILLER AS DEFENDANTS PURSUANT TO C.R.S. § 24-10-101, ET SEQ.

WHEREAS, Adams County is a public entity pursuant to the Colorado Governmental Immunity Act; and,

WHEREAS, Adams County is obligated to bear the cost of the defense of its elected officials and employees and pay all judgments entered against its elected officials and employees pursuant to the Colorado Governmental Immunity Act so long as they acted within the course and scope of their employment and their acts were not willful and wanton; and,

WHEREAS, Roger Kelley, Gene Claps and Scott Miller have been sued in the matter of *Sterritt Fuller v. Adams County Sheriff's Office, et al.* in the U.S. District Court, Case Number 17-cv-02833-RPM; said Defendants, being employees of Adams County at the time of the incident described in the Complaint; and,

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

WHEREAS, pursuant to C.R.S. §§ 24-10-110, 24-10-113 and 24-10-118(5) Adams County hereby determines that it is in the public interest to bear the cost of defense for the Defendants against all asserted claims for compensatory and punitive damages which may be pled and to pay or settle any such compensatory and punitive damage claims against said Defendants; and,

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that Adams County shall bear the cost of defense for Roger Kelley, Gene Claps, and Scott Miller against all asserted claims for compensatory and punitive damages which may be pled and to pay or settle any such

compensatory and punitive damage claims against said Defendants in the matter of *Sterritt Fuller v. Adams County Sheriff's Office, et al.*

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



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: February 6, 2018
SUBJECT: Broomfield IGA for Coroner Services
FROM: Monica Broncucia-Jordan
AGENCY/DEPARTMENT: Coroner
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 attached Intergovernmental Agreement with the City and County of Broomfield for Coroner Services

BACKGROUND:

The Office of the Coroner for Adams County has provided coroner services to the City and County of Broomfield since 2001. The Adams County Coroner and the Council for the City and County of Broomfield wish to continue this agreement for 2017. This agreement generates revenue for Adams County and provides the City and County of Broomfield with a vital public service. Additionally, with the two counties comprising the 17th Judicial District, the IGA assists in keeping criminal and civil cases, for both counties, within the same coroner service area.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Attorney's Office

ATTACHED DOCUMENTS:

Resolution
IGA

FISCAL IMPACT:

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

Fund: 00001
Cost Center: 2031

	Object Account	Subledger	Amount
Current Budgeted Revenue:	6155		\$337,750.00
Additional Revenue not included in Current Budget:			
Total Revenues:			\$337,750.00

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

**RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENT
BETWEEN ADAMS COUNTY AND THE CITY AND COUNTY OF
BROOMFIELD FOR CORONER SERVICES**

WHEREAS, Adams County and the City and County of Broomfield are authorized pursuant to C.R.S. § 29-1-203 to cooperate with each other to provide any lawfully authorized function or service; and,

WHEREAS, the City and County of Broomfield is required to provide coroner duties in accordance with C.R.S. § 30-10-601 *et seq.*; and,

WHEREAS, the City and County of Broomfield has obtained coroner services from Adams County since 2001 and wishes to obtain such coroner services from the Adams County Coroner's Office during the 2018 calendar year; and,

WHEREAS, Adams County and the City and County of Broomfield have negotiated the attached intergovernmental agreement whereby the Adams County Coroner's Office will provide the City and County of Broomfield with coroner services from January 1, 2018, through December 31, 2018, for a maximum reimbursable sum of Three Hundred Thirty-Seven Thousand, Seven Hundred Fifty Dollars (\$337,750.00).

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that the Intergovernmental Agreement for Coroner Services with the City and County of Broomfield, a copy of which is attached hereto, be and hereby is approved.

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

AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN
THE CITY AND COUNTY OF BROOMFIELD AND
THE BOARD OF COUNTY COMMISSIONERS OF ADAMS COUNTY
FOR CORONER SERVICES

1.0 PARTIES. The parties to this Agreement are the City and County of Broomfield, a Colorado municipal corporation and county, (Broomfield) and the Board of County Commissioners of Adams County, on behalf of the Adams County Coroner, the County of Adams, a body corporate and politic of the State of Colorado, (Adams County Coroner), collectively, the "Parties," or individually, a "Party."

2.0 RECITALS. The Recitals to this Agreement are incorporated herein by this reference as though fully set forth in the body of this Agreement.

2.1 WHEREAS, the parties are authorized pursuant to Colorado Revised Statute Section 29-1-203 to cooperate or contract with each other to provide any function or service lawfully authorized to each; and

2.2 WHEREAS, the Adams County Coroner is responsible for carrying out the duties set forth in Colorado Revised Statute Section 30-10-601, et seq., within the jurisdiction of Adams County; and

2.3 WHEREAS, the City and County of Broomfield is responsible for providing coroner services; and

2.4 WHEREAS, the City and County of Broomfield has contracted with the Adams County Coroner's Office for coroner services since 2001, and the City and County of Broomfield desires to continue to receive coroner services from the Adams County Coroner's Office; and

2.5 WHEREAS, the Adams County Coroner's Office is equipped and able to provide such services; and

2.6 WHEREAS, the Adam's County Coroner's Office requires legal services and the Broomfield City and County Attorney's Office is able to provide such services.

2.7 NOW THEREFORE, both parties shall enter into a contractual agreement for the period January 1, 2018 through December 31, 2018 for the following described services.

3.0 In consideration of the mutual covenants and promises of the Parties contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

3.1 GENERAL CORONER SERVICES

3.1.1 It shall be the duty of the City and County of Broomfield law enforcement agencies to call the Adams County Coroner as soon as practicable to make notification of the death. Coroner's Office investigators will respond to service calls within sixty minutes, absent exigent circumstances. Response of the pathologist to any death scene shall be the decision of the Adams County Coroner or her designee.

3.1.2 The Adams County Coroner will be responsible for notification of next of kin, or in the alternative, the Adams County Coroner will arrange for notification to be performed by the Broomfield Police Department. The Adams County Coroner requires that in-person contact with next of kin be made whenever possible.

3.1.3 The Adams County Coroner will perform autopsies, x-rays, and toxicology testing (within reason by industry standards) at no additional cost. Payment for testing that is not standard testing, and requested by law enforcement, will be negotiated on a case-by-case basis. Body transporting, refrigerated storage and/or freezing capabilities are on-site and are provided by the Adams County Coroner.

3.1.4 The Adams County Coroner shall maintain a file of all deaths within Broomfield reported pursuant to this Agreement.

3.2 AUTOPSIES AND TOXICOLOGY REPORTS

3.2.1 The Adams County Coroner will perform autopsies as required by law to determine the cause and manner of death, and will make the final determination as to the need for autopsy in cases of natural death. In cases of questionable death, the Adams County Coroner, in conjunction with the district attorney, will make the final determination concerning the need for autopsy. Absent exigent circumstances, autopsy reports will be available within forty-five (45) to sixty (60) days after the procedure is completed.

3.2.2 Autopsies and related procedures will be performed at the Adams County Coroner's Office as soon as practicable, absent unforeseen or uncontrollable circumstances.

3.2.3 Toxicological reports will be provided to the City and County of Broomfield with the autopsy reports, or as soon as available.

3.2.4 It is not mandatory that law enforcement agencies attend autopsies. The Adams County Coroner will give sufficient notice to involved Broomfield law enforcement personnel of the time and place the autopsy is to be performed. It is up to the agency to decide if it will send representatives to the procedure. It is the responsibility of the agency to arrange for its timely attendance at autopsy procedures, if it elects to attend such procedures.

3.3 MULTI-CASUALTY DISASTER RESPONSE

The Adams County Coroner will provide disaster response as outlined in the Broomfield All Hazard Emergency Operations Plan—Mass Casualty Index. In the event a disaster response is required, the Adams County Coroner will provide service to local law enforcement in accordance with the Emergency Operations Plan, and disseminate any casualty related information to the press.

Local law enforcement will be responsible for scene and perimeter security and control of entry until the scene is released by the Coroner. The movement of, or removal from any disaster scene of decedents, remains of any decedents or personal effects, shall be at the express direction or with the informed consent of the Adams County Coroner, with the exception of any movement or removal which must be accomplished in a rescue procedure connected with potential or actual survivors.

3.4 RESPONSIBILITIES OF THE CITY AND COUNTY OF BROOMFIELD

3.4.1 The City and County of Broomfield shall be responsible for notifying the Adams County Coroner of the occurrence of a death in a timely manner, in those situations where the law enforcement agency of Broomfield is involved. This notification shall be done as soon as possible, to allow the Adams County Coroner to perform its statutory duties expeditiously.

3.4.2 The City and County of Broomfield shall provide the Adams County Coroner with up to date maps of its jurisdiction, to facilitate response to locations within the City and County of Broomfield.

3.4.3 The City and County of Broomfield shall provide a method of vehicle communication between the Adams County Coroner and the City and County of Broomfield, should at any time, the City and County of Broomfield radio communication capability not be compatible with technology employed by the Adams County Coroner.

3.4.4 The City and County of Broomfield shall provide investigative reports of death scene investigations performed by the City and County of Broomfield law enforcement agencies, when the Adams County Coroner requests such reports.

3.4.5 Upon written request or court order, the Adams County Coroner will release investigative reports, photographs, records, and other documentation to the City and County of Broomfield, unless otherwise prohibited by law.

3.4.6 The City and County of Broomfield law enforcement agencies or authorized victim advocate groups shall assist, when necessary, to provide notification of next of kin services.

3.5 COSTS FOR CORONER SERVICES

3.5.1 *Aggregate Limit.* Unless services are required in excess of those described in paragraph (3.5.2) of this section, the amount paid by The City and County of Broomfield to the Adams County Coroner for services furnished under sections 3.1, 3.2 and 3.3 this Agreement will not exceed the maximum reimbursable rate of Three Hundred and Thirty-Seven Thousand Seven Hundred Fifty Dollars (\$337,750). The Adams County Coroner agrees to complete the services as described in this Agreement for said amount.

3.5.2 The Aggregate Limit as described in paragraph (3.5.1) of this section is based on an anticipated annual number of up to Three Hundred and Ten (310) deaths, and up to Forty-five (45) autopsies. Said limit shall also include the reimbursement to the Adams County Coroner for the costs of transportation.

3.5.3 *Required Excess Services.* Actual numbers of deaths or autopsies, which exceed the annual projections as described in paragraph (3.5.2) of this section, shall be considered a required excess service in excess of the Aggregate Limit and shall be reimbursable to the Adams County Coroner according to the following amounts: Deaths shall be reimbursed at Eight Hundred Fifty Dollars (\$850.00) per occurrence; and Autopsies shall be reimbursed at One Thousand Six Hundred and Fifty Dollars (\$1650.00) per occurrence. The City and County of Broomfield shall receive a credit for any anticipated annual services within the Aggregate Limit which are not used during the term of this Agreement.

3.5.4 *Emergency Services.* Services provided under this Agreement as a result of a City and County of Broomfield declared emergency shall be billed in addition to the Aggregate Limit as described in paragraph (3.5.1) of this section. Said costs shall be considered a required service and shall be reimbursable to the Adams County Coroner at the rates described in paragraph (3.5.2) of this section. In addition, the City and County of Broomfield shall reimburse the Adams County Coroner for any additional specialized services incurred as a result of a declared emergency. Emergency services shall be considered independent from the annual projected services under the Aggregate Limit.

3.5.5 *Billing.* The Adams County Coroner will submit monthly invoices in an approved format provided by the City and County of Broomfield.

4.0 LEGAL SERVICES.

4.1 Legal Services. The Broomfield City and County Attorney's Office (hereinafter referred to as "Attorney") shall provide general legal advice to the Adams County Coroner. Such general legal advice does not include the obligation to become counsel of record in litigation of any type or in any court. It is understood that the client, for purposes of this legal representation is the Adams County Coroner's Office, and not any of its individual officers, directors, employees, or partners, unless expressly stated in this Agreement.

4.2 Fees and Billing for Legal Services. The Adams County Coroner shall pay the Attorney an hourly rate for legal services of \$150 for the services of the Attorney as described in section 4.1 above. Attorney shall bill the Adams County Coroner on a monthly basis for the months in which services are performed. The Adams County Coroner shall pay said bills within 45 days of the date the bill is received.

4.3 Document Retention. The Adams County Coroner acknowledges that the documents created or compiled for work on the legal services pursuant to this section 4.0, including notes, correspondence, research, and documents that Attorney prepares will be kept as required by applicable law.

4.4 Indemnification. Adams County and the Adams County Coroner hereby agree to indemnify and hold harmless the City and County of Broomfield and the Attorney and its officers and employees from and against all liability claims, demands and expenses, including court costs and attorney fees, on account of any injury, loss, or damage which arise out of or are in any manner connected with the legal services provided under section 4.0 of this Agreement, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by the acts, errors, or omissions of the City and County of Broomfield, the Attorney, or their officers and employees.

4.5 Insurance. The Adams County Coroner shall name the City and County of Broomfield, the Broomfield City and County Attorney, and their officers, and employees as additional insured under Adams County's general liability and professional liability/errors and omissions policies and such coverage shall be primary over any other coverage available to City and County of Broomfield, the Broomfield City and County Attorney, and its officers and employees for all claims made as a result of the services provided by the Attorney under this Agreement.

5.0 NOTICES.

All notices required under this Agreement shall be given to the following:

For the Adams County Coroner:

Monica Broncucia-Jordan
Adams County Coroner's Office
330 North 19th Avenue
Brighton, CO 80601

For the City and County of Broomfield:

Director
Health and Human Services Department
The City and County of Broomfield
6 Garden Center
Broomfield, CO 80020

And

William A. Tuthill III, City & County Attorney
City & County Attorney's Office
City & County Building
One DesCombes Drive
Broomfield, CO 80020

6.0 ASSIGNMENT. This Agreement shall not be assigned by a Party without the prior written consent of the other Party.

7.0 NOTICES. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have sufficiently given for all purposes if personally served or if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth on the signature page below, or at such other address as has been previously furnished in writing, to the other Party or Parties. Such notice shall be deemed to have been given when deposited in the mail of the United States Postal Service.

8.0 EXHIBITS. All exhibits referred to in this Agreement are by reference incorporated herein for all purposes.

9.0 DELAYS. Any delays in or failure of performance by any Party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such Party.

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

11.0 ADDITIONAL DOCUMENTS OR ACTION. The Parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.

12.0 INTEGRATION AND AMENDMENT. This Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

13.0 DEFAULT. Time is of the essence. If any payment or any other condition, obligation, or duty is not timely made, tendered, or performed by either Party, then this Agreement, at the option of the Party who is not in default, may be terminated by the non-defaulting Party, in which case, the non-defaulting Party may recover such damages as may be proper. If the non-defaulting Party

elects to treat this Agreement as being in full force and effect, the non-defaulting Party shall have the right to an action for specific performance or damages or both.

14.0 WAIVER OF BREACH. A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.

15.0 GOVERNING LAW. This Agreement shall be governed by the laws of the State of Colorado. The Parties hereto understand and agree that the City and County of Broomfield, the Adams County Coroner and Adams County and their respective officers and employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as from time-to-time amended or otherwise available to parties, their officers, or their employees.

16.0 BINDING EFFECT. This Agreement shall inure to the benefit and be binding upon the Parties and their respective legal representatives, successors, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.

17.0 EXECUTION IN COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

18.0 NO THIRD PARTY BENEFICIARIES. This Agreement is intended to describe the rights and responsibilities only as to the Parties hereto. This Agreement is not intended and shall not be deemed to confer any rights on any person or entity not named as a party hereto.

19.0 FINANCIAL OBLIGATIONS OF THE PARTIES. All financial obligations of the Parties under this Agreement are subject to appropriation, budgeting, and availability of funds to discharge such obligations. Nothing in this Agreement shall be deemed to pledge a Party's credit or faith, directly or indirectly, to the Part(y)(ies).

20.0 RECORDING. This Agreement may be recorded by either Party with the Broomfield Clerk and Recorder.

21.0 NO PRESUMPTION. The Parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the Party causing the Agreement to be drafted.

22.0 SEVERABILITY. If any provision of this Agreement as applied to either Party or to any circumstance shall be adjudged by a court to be void or unenforceable, the same shall in no way

affect any other provision of this Agreement, the application of any such provision in any other circumstances or the validity, or enforceability of the Agreement as a whole.

23.0 EXECUTION REQUIRED. This Agreement shall not be binding upon any Party hereto unless and until all of the Parties have executed this Agreement.

24.0 TERM. This Agreement shall become effective January 1, 2018 through December 31, 2018 and may be extended for additional year intervals and adjusted appropriately for increases in required services or expenses, as agreed by both Parties in writing.


25.0 MINOR CHANGES. This Agreement has been approved in substantially the form submitted to the governing bodies of the Parties. The officers executing this Agreement have been authorized to make and may have made minor changes in the Agreement and attached exhibits, if any, as they have considered necessary. So long as such changes were consistent with the intent and understanding of the Parties at the time of approval by the governing bodies, the execution of this Agreement shall constitute the approval of such changes by the respective Parties.

26.0 GOOD FAITH OF PARTIES. In the performance of this Agreement or in considering any requested approval, acceptance, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, or extension of time required or requested pursuant to this Agreement.

27.0 TERMINATION. Either Party may terminate the provisions of this Agreement for Coroner Services upon one hundred twenty (120) days prior written notice. Either Party may terminate the provisions of this Agreement for Legal Services upon written notice.

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto in their respective names on the dates set forth below.

CITY AND COUNTY OF BROOMFIELD,
A Colorado municipal corporation and county


~~Randal E. Ahrens, Mayor~~ Bette Erickson
One DesCombes Drive Mayor Pro-Tem
Broomfield, Colorado 80020

12-12-2017
Date

ATTEST:

Lucia Kegereis
City & County Clerk, Deputy



APPROVED AS TO FORM:

William A. Smith
Broomfield City & County
Attorney

BOARD OF COMMISSIONERS OF
ADAMS COUNTY, COLORADO

Chair

Date

ATTEST:

Deputy Clerk to the Board

APPROVED AS TO FORM:

D. Ebert
Adams County Attorney

CORONER
ADAMS COUNTY, COLORADO

Monica Broncacia-Jordan
Monica Broncacia-Jordan, Coroner

01/07/2018
Date



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: February 6, 2018
SUBJECT: Resolution Committing FLATROCK Facility Special Revenue Fund 50 Revenues, Expenditures, and Fund Balance
FROM: Nancy Duncan, Budget Manager
AGENCY/DEPARTMENT: County Manager's Office and Budget Office
HEARD AT STUDY SESSION ON: January 30, 2017
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves the Fund Balance Policy for Fund 50

BACKGROUND:

FLATROCK Facility Special Revenue Fund 50 was established in 2017 to account for revenues, expenditures, and other financial transactions made for the operation of the FLATROCK Facility Fund administration. This resolution commits the revenues, expenditures, and fund balance as defined by GASB 54.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Manager's Office and Budget Office

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

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

Fund:
Cost Center:

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			<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 COMMITTING FLATROCK FACILITY SPECIAL REVENUE FUND 50 REVENUES, EXPENDITURES AND FUND BALANCE.

WHEREAS, FLATROCK Facility Special Revenue Fund 50 was established in 2016 to account for revenues, expenditures, and other financial transactions made for the operation of the FLATROCK Facility; and,

WHEREAS, the Revenues, Expenditures, and Fund Balance of Special Revenue Fund 50 are committed in accordance with GASB 54 definition by the Board of County Commissioners for use in this Special Revenue Fund.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Revenues, Expenditures, and Fund Balance of FLATROCK Facility Special Revenue Fund 50 be committed by definition, effective December 31, 2017.

BE IT FURTHER RESOLVED that the Director of Finance and the Adams County Treasurer be notified of the commitment of the Revenues, Expenditures, and Fund Balance of Special Revenue Fund 50 effective December 31, 2017.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: February 6, 2018
SUBJECT: Resolution Committing Retirement Special Revenue Fund 18 Revenues, Expenditures, and Fund Balance
FROM: Nancy Duncan, Budget Manager
AGENCY/DEPARTMENT: County Manager's Office and Budget Office
HEARD AT STUDY SESSION ON: January 30, 2017
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves the Fund Balance Policy for Fund 18

BACKGROUND:

Retirement Special Revenue Fund 18 was established in 2017 to account for revenues, expenditures, and other financial transactions made for the operation of the Retirement Fund administration. This resolution commits the revenues, expenditures, and fund balance as defined by GASB 54.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Manager's Office and Budget Office

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

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

Fund:
Cost Center:

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			<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 COMMITTING RETIREMENT SPECIAL REVENUE FUND 18 REVENUES, EXPENDITURES AND FUND BALANCE.

WHEREAS, Retirement Special Revenue Fund 18 was established in 2017 to account for revenues, expenditures, and other financial transactions made for the operation of the Retirement Fund administration; and,

WHEREAS, the Revenues, Expenditures, and Fund Balance of Special Revenue Fund 18 are committed in accordance with GASB 54 definition by the Board of County Commissioners for use in this Special Revenue Fund.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Revenues, Expenditures, and Fund Balance of Retirement Special Revenue Fund 18 be committed by definition, effective December 31, 2017.

BE IT FURTHER RESOLVED that the Director of Finance and the Adams County Treasurer be notified of the commitment of the Revenues, Expenditures, and Fund Balance of Special Revenue Fund 18 effective December 31, 2017.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: February 6, 2018
SUBJECT: Fifth Amendment to the 2017 Adams County Budget
FROM: Nancy Duncan, Budget Manager
AGENCY/DEPARTMENT: County Manager's Office and Budget Office
HEARD AT STUDY SESSION ON: January 30, 2017
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves the Fifth Amendment to the 2017 Adams County Budget.

BACKGROUND:

The Annual Budget is a financial plan and is adopted prior to the start of the fiscal year. Budget Amendments are periodically required to properly incorporate items into the Annual Budget as they arise during the course of the fiscal year. See attached summary for more information regarding items included in this particular amendment.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Manager's Office and Budget Office

ATTACHED DOCUMENTS:

Resolution Authorizing Fifth Supplemental Appropriations to the 2017 Adams County Government Budget.

Exhibit A – Summary of items included in the Fifth Amendment to 2017 Budget.

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:

Fiscal impact is summarized at the fund level. Given the length, the summary is attached for full disclosure of fiscal impact.

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION AUTHORIZING FIFTH SUPPLEMENTAL APPROPRIATIONS TO THE
2017 ADAMS COUNTY GOVERNMENT BUDGET

Resolution 2017-

WHEREAS, the 2017 Adams County Government Budget requires supplemental appropriations of funds to satisfy requests as listed on the attached Exhibit "A"; and,

WHEREAS, the Budget Office has determined the availability of unappropriated fund balances; and,

WHEREAS, there are additional revenues and other financing sources which were not assured at the time of the adoption of the 2017 Adams County Government Budget; and,

WHEREAS, the following departmental budgets listed by fund on the attached Exhibit "A" will be increased or decreased by the amounts so noted; and,

WHEREAS, the revenues to support the budget increases are listed by amount from respective sources.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Fifth Supplemental Appropriations to the 2017 Adams County Government budget is hereby authorized and the Budget Office is authorized to make the above stated budget adjustments to the 2017 Adams County Government Budget.

Exhibit A - Amendment

Fifth Amendment to the 2017 Budget
 Resolution No. TBD
 For Adoption on February 6, 2018
 Study Session: January 30, 2018



Purpose of Resolution:

A resolution to amend the 2017 Budget. Summary information by Fund and Department is listed below. Additional detailed information is attached for consideration and review.

Fund	Department	Expenditure Amount	Revenue Amount	Use of Fund Balance	FTE
GENERAL FUND	Deputy County Manager - Cultural Affairs	\$ 102,600	\$ 102,600	\$ -	0.00
	Sheriff's Office	2,009,237	135,000	1,874,237	0.00
	Tri-County Health	165,000	0	165,000	0.00
	County Manager - Admin/Org	62,765	3,500	59,265	0.00
CAPITAL FACILITIES FUND	Capital Facilities	40,000	0	40,000	0.00
ROAD & BRIDGE FUND	Public Works - ADA Transition	478,685	0	478,685	0.00
OPEN SPACE PROJECTS FUND	Open Space	1,000	0	1,000	0.00
DIA NOISE MITIGATION FUND	DIA Noise Mitigation	3,500	0	3,500	0.00
INSURANCE FUND	Risk Management	1,200,000	0	1,200,000	0.00
	Human Resources	(1,200,000)	0	(1,200,000)	0.00
WASTEWATER TREATMENT PLANT FUND	Wastewater Treatment Plant	(349,540)	(346,752)	(2,788)	0.00
FRONT RANGE AIRPORT FUND	Front Range Airport	349,540	346,752	2,788	0.00
FLATROCK FACILITY FUND	FLATROCK Operations	0	62,765	(62,765)	0.00
Total Appropriation		\$2,862,787	\$303,865	\$2,558,922	0.00

Fund Summary	Expenditure Amount	Revenue Amount	Use of Fund Balance	FTE	
GENERAL FUND	\$2,339,602	\$241,100	\$2,098,502	0.00	
CAPITAL FACILITIES FUND	40,000	0	40,000	0.00	
ROAD & BRIDGE FUND	478,685	0	478,685	0.00	
OPEN SPACE PROJECTS FUND	1,000	0	1,000	0.00	
DIA NOISE MITIGATION FUND	3,500	0	3,500	0.00	
INSURANCE FUND	0	0	0	0.00	
WASTEWATER TREATMENT PLANT FUND	(349,540)	(346,752)	(2,788)	0.00	
FRONT RANGE AIRPORT FUND	349,540	346,752	2,788	0.00	
FLATROCK FACILITY FUND	0	62,765	(62,765)	0.00	
Total Appropriation		\$2,862,787	\$303,865	\$2,558,922	0.00



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: February 6, 2018
SUBJECT: Federal Lobbyist Services
FROM: Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
AGENCY/DEPARTMENT: Regional Affairs 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 renew the agreement with Dentons US LLP to provide federal lobbyist services.

BACKGROUND:

Adams County Board of County Commissioners (BOCC) and the Regional Affairs Department require the services of a federal lobbyist to assist with legislative issues impacting Adams County, including but not limited to: representation with members of Congress, pertinent federal offices and agencies, relevant interest groups, funding sources at the federal level, coalitions and associations.

A formal Request for Proposal was posted on Rocky Mountain ePurchasing System on September 13, 2016, and approved by the Board of County Commissioners for award to Dentons US LLP. The agreement provided for two, one year renewal options.

The Regional Affairs Department is pleased with the services provided by Dentons US LLP and recommends exercising the first renewal year option in the not to exceed amount of one hundred twenty-six thousand dollars (\$126,000.00).

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Regional Affairs Department

ATTACHED DOCUMENTS:

Resolution
Revised 06/2016

FISCAL IMPACT:

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

Fund: 1
Cost Center: 9252

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			
	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7685		\$725,000.00
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			\$725,000.00

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT ONE TO THE AGREEMENT
BETWEEN ADAMS COUNTY AND DENTONS US LLP TO
PROVIDE FEDERAL LOBBYIST SERVICES

WHEREAS, Dentons US LLP is currently providing federal lobbyist services to Adams County; and,

WHEREAS, the Regional Affairs Department is pleased with the services provided by Dentons US LLP, and wishes to exercise the first renewal option of the agreement; and,

WHEREAS, Dentons US LLP agrees to provide the services in the not to exceed amount of \$126,000.00 for the first renewal year.

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 Dentons US LLP be approved.

BE IT FURTHER RESOLVED that the Chair is hereby authorized to sign Amendment One with Dentons US LLP after negotiation and approval as to form is completed by the County Attorney's Office.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: February 6, 2018
SUBJECT: Local Financing Study Consultant Services
FROM: Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
HEARD AT STUDY SESSION ON:
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves Amendment One to renew the agreement with Economic & Planning Systems (EPS) for Local Finance Study Consultant Services.

BACKGROUND:

The Local Financing Study was identified as a Top 10 project in the Making Connections in Southwest Adams County Planning and Implementation Plan (Making Connections) which was adopted by the Adams County Planning Commission on October 27, 2016, and ratified by the Board of County Commissioners on December 6, 2016.

Following study sessions on October 21, 2016 and November 22, 2016, funding in the amount of \$125,000 was approved for the Local Financing Study in the fourth amendment to the 2016 budget on December 6, 2016. The budget was carried over into 2017.

Through a Request for Proposals issued March 16, 2017, Economic & Planning Systems (EPS) was awarded an agreement for the Local Financing Study. The County and EPS mutually desire to renew the contract, exercising the County's first of two one-year renewal options to complete the project. The County is requesting EPS participate in the Adams County Strategic Planning Retreat, in the not to exceed amount of \$5,000.00. The County is requesting the addition of Survey and Focus Group Scope from the original cost proposal be added to the agreement at a not to exceed amount of \$8,800.00. These additions bring the agreement total from \$109,380.00 to \$123,180.00.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Finance Department
Regional Affairs Department
Community and Economic Development Department
Revised 07/2017

With TAC input from other County Departments and Offices

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

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

Fund: 1
Cost Center: 1014

	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:	7685	10141602	\$35,783
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u> </u> <u> </u> \$35,783

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

Add'l Operating Expenditure not included in Current Budget will be a carryover request on the 1st amendment to the 2018 budget.

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT ONE TO THE AGREEMENT BETWEEN
ADAMS COUNTY AND ECONOMIC & PLANNING SYSTEMS FOR LOCAL FINANCE
STUDY CONSULTANT SERVICES

WHEREAS, Economic & Planning Systems (EPS) submitted a proposal on March 16, 2017 to provide Local Financing Study services for the County; and,

WHEREAS, after a thorough evaluation it was deemed that EPS was the most responsive and responsible proposer; and,

WHEREAS, the County is seeking to renew the agreement for the first of two one-year renewal options to complete the project and add the Survey and Focus Group Scope from the original cost proposal in the not to exceed amount of \$8,800.00; and,

WHEREAS, the County is inviting EPS to participate the Adams County Strategic Planning Summit, in the not to exceed amount of \$5,000.00, bringing the full agreement value to \$123,180.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment One to the agreement between Adams County and Economic & Planning Systems, for Local Finance Study Consultant Services be approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign Amendment One with Economic & Planning Systems after negotiation and approval as to form is completed by the County Attorney's Office.



**COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT**

CASE NO.: RCU2017-00043

CASE NAME: DIVERSIFIED UNDERGROUND REZONE

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- 2.2 Zoning Map
- 2.3 Comprehensive Plan
- 2.4 Simple Map

EXHIBIT 3- Applicant Information

- 3.1 Applicant Written Explanation
- 3.2 Applicant Site Plan

EXHIBIT 4- Referral Comments

- 4.1 Referral Comments (Development Services)
- 4.2 Referral Comments (Xcel)
- 4.3 Referral Comments (Bennett Fire)
- 4.4 Referral Comments (Tri-County Health)
- 4.5 Referral Comments (Division of Water)

EXHIBIT 5- Citizen Comments

- 5.1 Van Dyk

EXHIBIT 6- Associated Case Materials

- 6.1 Request for Comments
- 6.2 Public Hearing Notice
- 6.3 Certificate of Posting
- 6.4 Newspaper Publication
- 6.5 Referral Agency Labels
- 6.6 Property Owner Labels

Board of County Commissioners**February 6, 2018**

CASE No.: RCU2017-00043	CASE NAME: Diversified Underground Rezone
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Owner's Name:	RH Chuapoco Investments, Inc.
Applicant's Name:	Jeanne Fielding
Applicant's Address:	2727 Bryant St., Suite 610, Denver, CO 80211
Location of Request:	2300 Cavanaugh Rd.
Parcel #:	0181734200003
Nature of Request:	Rezone from Agricultural-3 (A-3) to Industrial-1 (I-1)
Zone District:	Agriculture-3 (A-3)
Site Size:	39.54 acres
Proposed Uses:	Utility Contractor Administrative Offices and Maintenance Facility
Existing Use:	Vacant
Hearing Date(s):	PC: January 11, 2018/ 6:00 pm
	BOCC: February 6, 2018/ 9:30 am
Report Date:	January 12, 2018
Case Manager:	Emily Collins
Staff Recommendation:	APPROVAL with 4 Findings-of-Fact

SUMMARY OF APPLICATION**Background:**

The applicant, Jeanne Fielding, on behalf of the property owner is requesting to rezone the subject property from Agriculture-3 (A-3) to Industrial-1 (I-1). The property owner intends to develop the site with a new administrative office, maintenance facility, and accessory outdoor storage for his utility contractor business. Office, warehousing, and accessory outdoor storage uses are permitted in the I-1 zone district. The property is approximately 39.54 acres and currently developed with a residential dwelling and an accessory structure. The accessory structure and dwelling are planned to be demolished.

Development Standards and Regulations:

Section 2-02-13-06-02 of the County's Development Standards and Regulations outlines the approval criteria for rezoning a property. These include compliance with the requirements and purposes of the Development Standards and Regulations, consistency with the comprehensive plan, and compatibility with the surrounding area.

The subject property is designated as A-3 on the County's zoning map. Per Section 3-10-01 of the County's Development Standards and Regulations, the purpose of the A-3 designation is to provide landholdings of 35 acres or more for farming, pasturage, and food production. The County's future land use designation on the property is mixed use employment. This land use designation is intended to accommodate a range of employment uses, help increase employment, and contributes to the County's tax base. The proposed request to rezone the property from Agricultural-3 to Industrial-1 is consistent with the Development Standards and Regulations, as well as the future land use designation of Mixed-Use Employment. Section 3-24-01 of the County's Development Standards and Regulations describes the purpose of the I-1 zone district as providing a variety of compatible businesses, warehouse, and offices. Uses permitted in the I-1 zone district include light industrial or commercial, such as office, warehousing, business parks, retail, or restaurants which generate employment and contribute to the County's tax base.

The subject request also conforms to the dimensional requirements for the I-1 zone district. Per Section 3-24-07 of the County's Development Standards and Regulations, the minimum lot size for properties in the I-1 zone district is one (1) acre and minimum lot width is one-hundred (100) feet. The subject property is 39.54 acres and has approximately 657 feet of frontage along Cavanaugh Road, thus conforming to the minimum dimensional requirements for lot size and width in the I-1 zone district.

Future Land Use Designation/Comprehensive Plan:

The Future Land Use Designation on the property is Mixed-Use Employment. Per Chapter 5 of the Adams County Comprehensive Plan, the purpose of the Mixed-Use Employment future land use designation is to accommodate a range of employment uses with a mix of supporting uses to serve employment needs. In addition, Mixed-Used Employment areas are designated in locations that have transportation access and visibility, but are not suitable for residential development. Mixed-Use Employment areas may include offices, light manufacturing, distribution, indoor warehousing, clean industry, and supporting retail businesses.

The current zoning of the property is inconsistent with the adopted Comprehensive Plan and its future land use designation of mixed-use employment. Rezoning the property to a zone district that is consistent with the Comprehensive Plan designation will advance the County's long-term goal for providing mixed use employment areas that accommodate a range of employment uses, as well as supporting employment generating uses.

Site Characteristics:

Currently, the site is developed with a single-family dwelling and accessory structure. These structures will be demolished prior to construction of the proposed administrative office and maintenance buildings. The property will have access on Cavanaugh Road, which abuts the property to the west. Cavanaugh Road is designated as a principal arterial roadway, and connects to State Highway 36 (Colfax Avenue) within a quarter-mile of the subject property. Water and sewer services will be provided by an individual well and a septic system.

Surrounding Zoning Designations and Existing Use Activity:

<p style="text-align: center;">Northwest City of Aurora Vacant</p>	<p style="text-align: center;">North A-3 Vacant</p>	<p style="text-align: center;">Northeast Single-Family Residential with Agricultural</p>
<p style="text-align: center;">West City of Aurora Vacant</p>	<p style="text-align: center;">Subject Property A-3 Single-Family Residential with Agricultural</p>	<p style="text-align: center;">East Single-Family Residential with Agricultural</p>
<p style="text-align: center;">Southwest City of Aurora Vacant</p>	<p style="text-align: center;">South A-3 Single-Family Residential with Agricultural</p>	<p style="text-align: center;">Southeast I-1 Vacant</p>

Compatibility with the Surrounding Area:

A majority of the properties adjacent to the site are undeveloped. There are two properties directly south of the subject site developed with single-family residences and agricultural uses. The property to the southeast of the site is designated as Industrial. The Board of County Commissioners approved a rezoning of this property from A-3 to I-1 on October 17, 2017. Future development in the area will be guided by the Adams County’s future land use designation of mixed-use employment.

Cavanaugh Road, which abuts the property to the west, connects to State Highway 36 (Colfax Avenue) within a quarter mile north of the site, and Interstate-76 is approximately 2 miles east of the subject site. This transportation network makes development of the site suitable for uses intended to be allowed in the mixed-use employment future land use designation, including light industrial and commercial uses.

Planning Commission Update:

The Planning Commission (PC) considered this case on January 11, 2018 and recommended unanimous approval of the request. At the hearing, the PC asked the applicant to confirm how water will be provided on the site to support the use and also for emergencies. The inquiry was also to respond to comments that were provided by Bennett Fire District during the referral review. The applicant informed the PC that their engineering team has preliminary designs to provide on-site water storage for fire emergency purposes. In addition, there is adequate water supply to support daily operations of intended development on the site. The applicant also informed the PC that they intend to provide all required documents to the Bennett Fire District prior to applying for any building permit for development on the property. There was no one from the public present to speak in favor or in opposition to the request.

Staff Recommendation:

Based upon the application, the criteria for approval for a rezoning, and a recent site visit, PC and staff recommend Approval of this request with 4 findings-of-fact:

RECOMMENDED FINDINGS OF FACT REZONING

1. The Zoning Map amendment is consistent with the Adams County Comprehensive Plan.
2. The Zoning Map amendment is consistent with the purposes of these standards and regulations.
3. The Zoning Map amendment will comply with the requirements of these standards and regulations
4. The Zoning Map amendment is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County.

CITIZEN COMMENTS

Notifications Sent	Comments Received
12	1

All property owners within one mile of the subject property were notified of the request. As of writing this report, staff has received one response in support of the request. .

COUNTY AGENCY COMMENTS

Staff reviewed the request and had no concerns with the proposed rezoning.

REFERRAL AGENCY COMMENTS

Tri-County Health Department, and the Colorado Division of Water Resources reviewed the request and stated that development of the property could be served by individual well and septic. Tri-County also stated the existing septic currently serving the residential structure on the property must be properly abandoned, as well as instituting best management practices for mosquito control, fugitive dust, vector control, and vehicle maintenance activities for the proposed development. Xcel Energy also reviewed the request and had no concerns with the proposed rezoning and requested the applicant to contact them prior to development. Bennett-Watkins Fire Rescue reviewed the request and expressed concerns with intended development of the property due to inadequate water supply for fire safety. However, they requested the applicant to contact them to find alternative measures for providing water for emergency purposes.

Responding with Concerns:

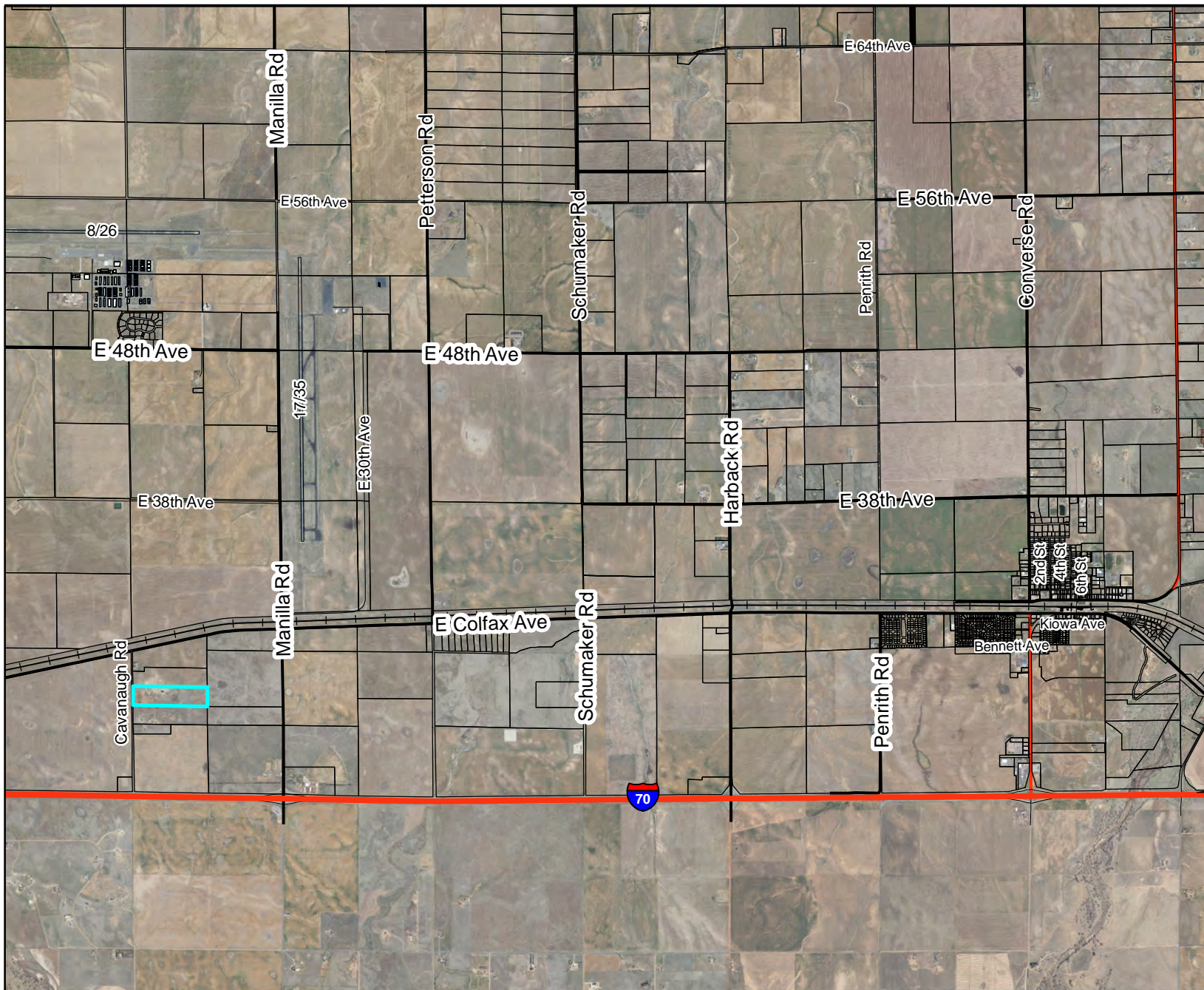
Bennett-Watkins Fire Rescue

Responding without Concerns:































Colorado Division of Water Resources
Tri-County Health Department
Xcel Energy

Notified but not Responding / Considered a Favorable Response:

Bennett Parks & Recreation
Bennett School District 29J
Century Link
City of Aurora Planning
City of Aurora Water & Sanitation
Colorado Division of Wildlife
Comcast
Metro Wastewater Reclamation



LEGEND

-  Special Zoning Conditions
-  Section Numbers
-  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)
-  Airport Noise Overlay

Diversified Underground Rezone

RCU2017-00043

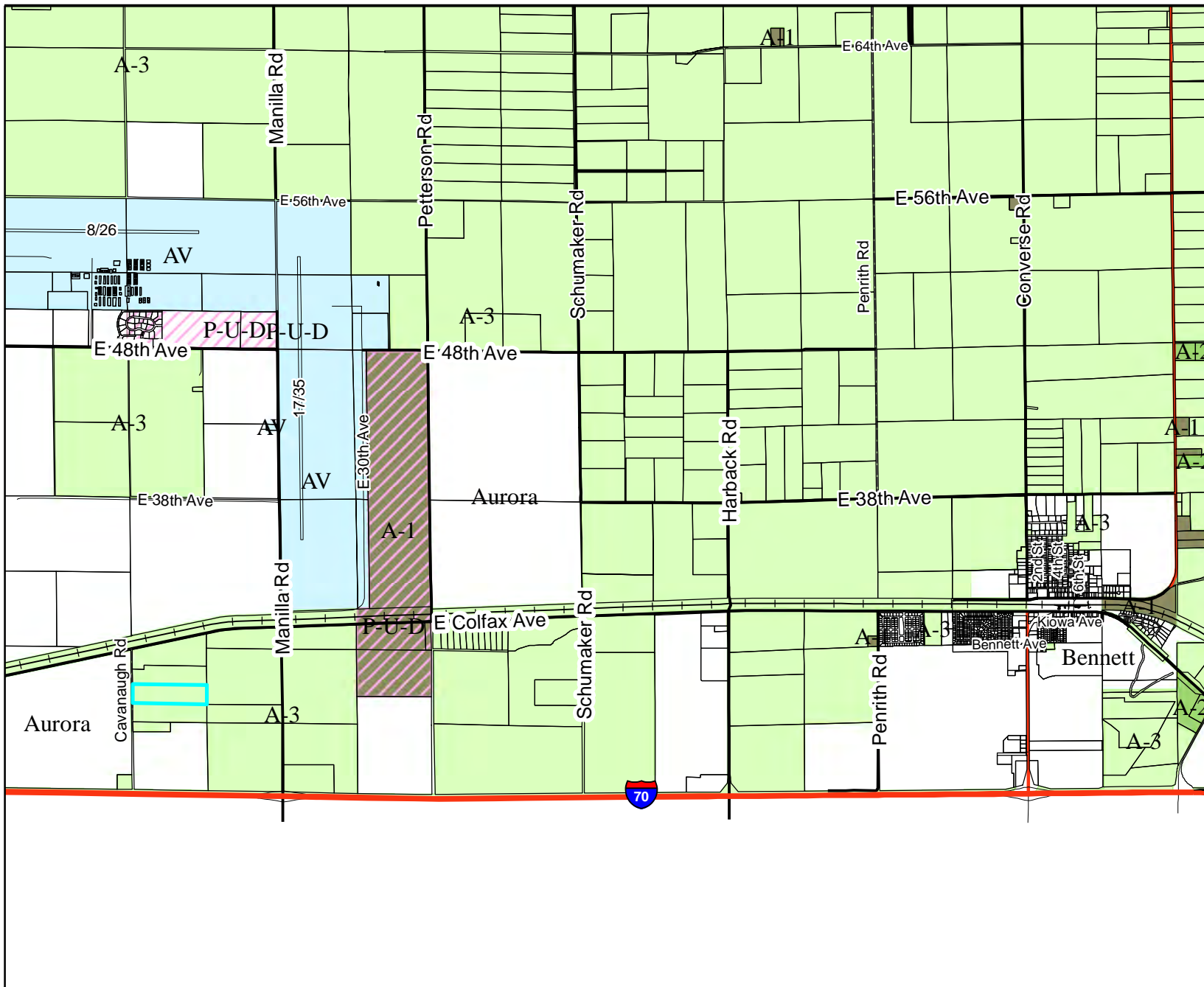
Exhibit 2.1



For display purposes only.



This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy



LEGEND

- ★ Special Zoning Conditions
- 3 Section Numbers
- 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)
- ⋯ Airport Noise Overlay

Diversified Underground Rezone

Exhibit 2.2

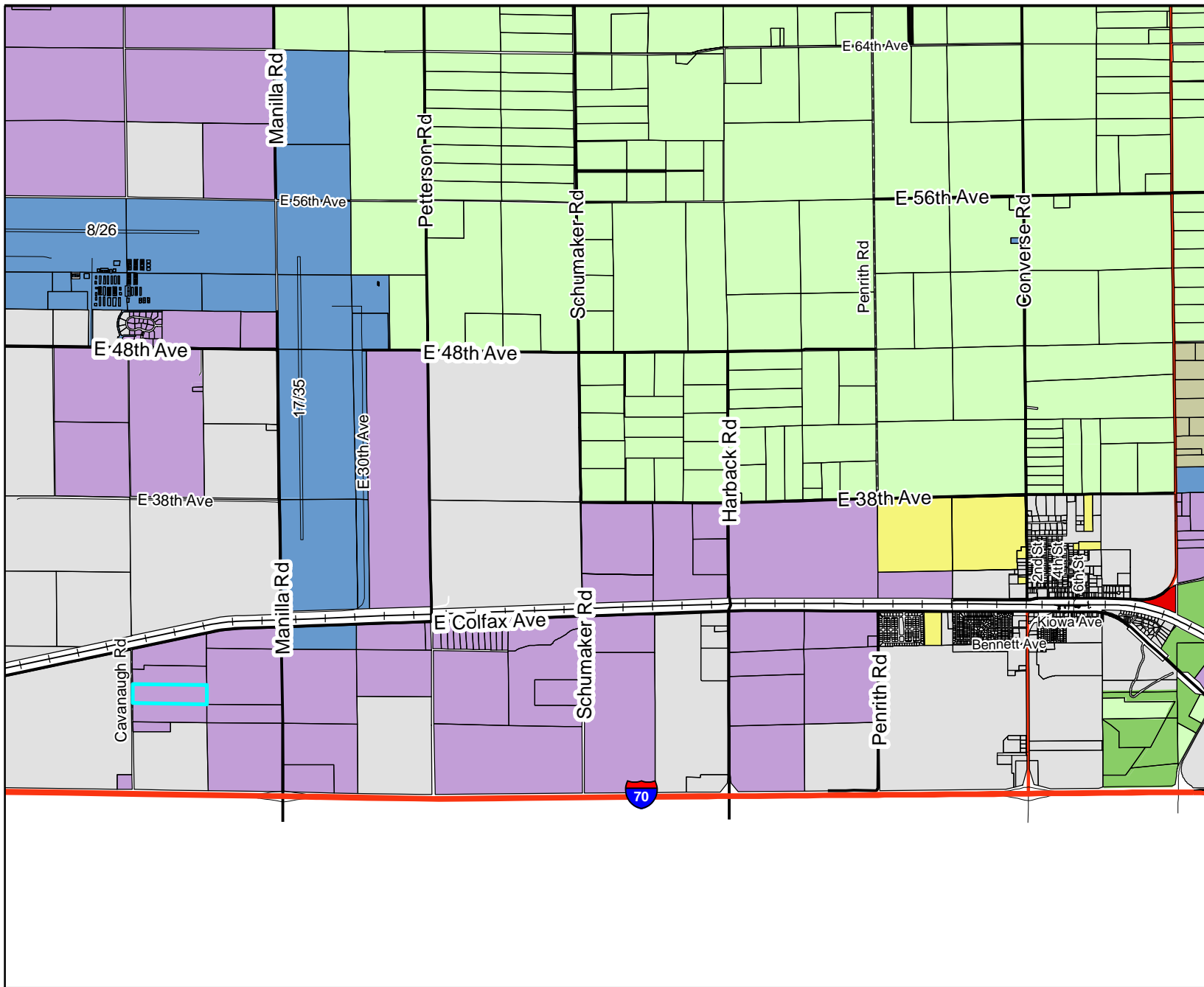
RCU2017-00043



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LEGEND

- ★ Special Zoning Conditions
- 3 Section Numbers
- 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)
- Airport Noise Overlay

Diversified Underground Rezone

Exhibit 2.3

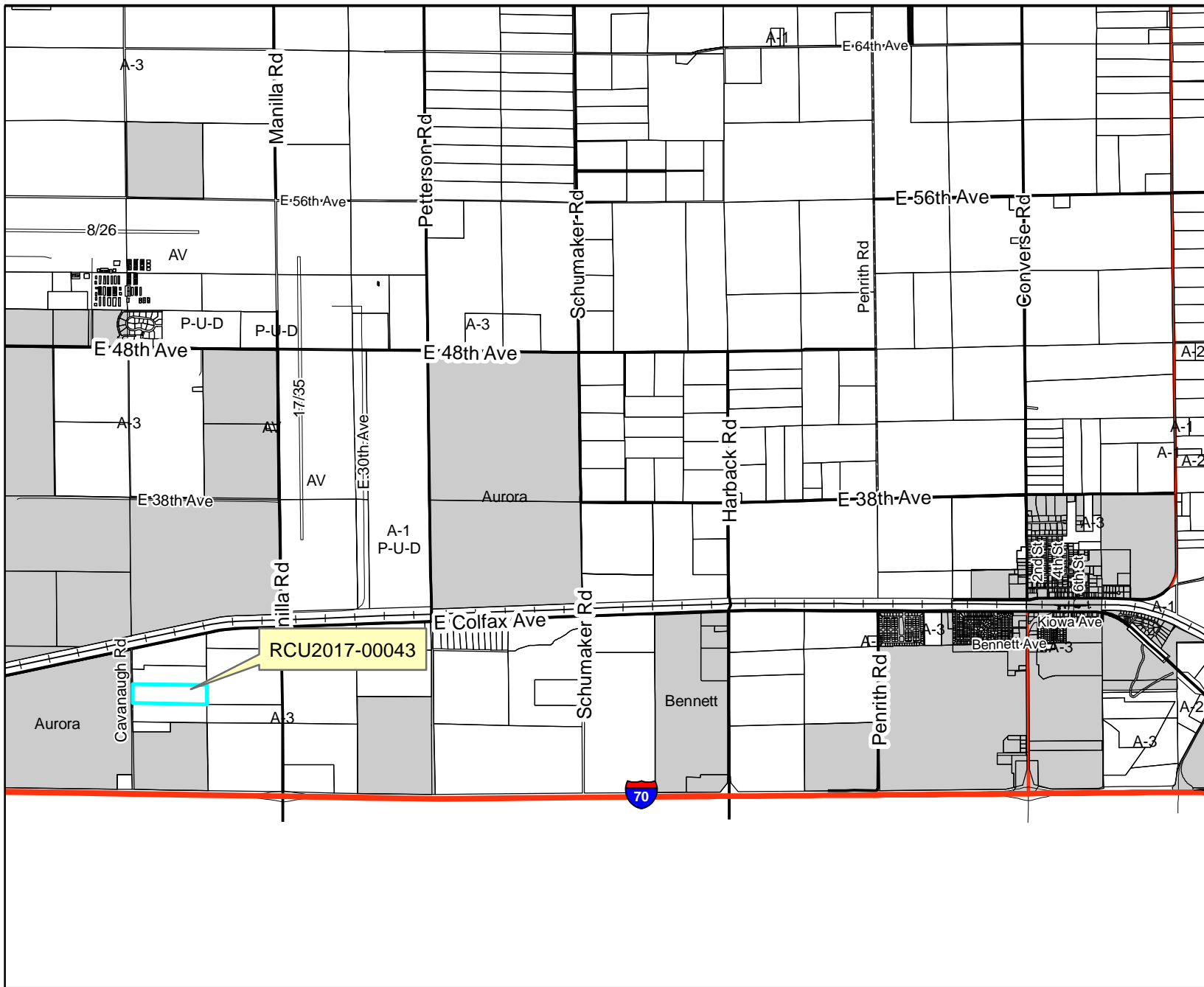
RCU2017-00043



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LEGEND

- Special Zoning Conditions
- Section Numbers
- 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)
- Airport Noise Overlay

Diversified Underground Rezone

Exhibit 2.4

RCU2017-00043



For display purposes only.



This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy

Exhibit 3.1

December 5, 2017

Adams County
Community Development
Adams County, CO



ZP ARCHITECTS ENGINEERS
2727 BRYANT STREET
SUITE 610
DENVER, CO 80211
303 455 3322 T
WWW.ZPARCHENG.COM

Re: Rezoning Explanation of Project - Revised
Diversified Underground New Facility
2300 Cavanaugh Rd., Watkins, CO
40 Acre Site

Community Development:

Attached is the Rezoning submittal for rezoning of the parcel at 2300 Cavanaugh Rd in Watkins, Colorado from an A-3 Agricultural District to an I-1 Industrial District. Diversified Underground; a locally based, underground utility contractor is the current owner of the property. Initial Phase 1 development includes a 10 acre development area for the new Diversified Underground Administrative and Maintenance Facility. The remainder of the 40 acre parcel will remain in its current natural state until future market opportunities become viable.

Rezoning Request:

- Application for Rezoning from an A-3 to I-1 Zone District:** The applicant is requesting a zone change for 2300 Cavanaugh Rd from A-3 to I-1: General Commercial and Restricted Industrial District, to provide a land use zone to accommodate the proposed new operations facility for Diversified Underground, an underground utility contractor. Proposed development would include an administrative office and field staff facility, a vehicle maintenance facility and outdoor vehicle parking and equipment storage yard.

Rezoning Discussion:

- Diversified Underground:** Diversified Underground is an Underground Utility Contractor. The business includes an administrative business management division along with field crews for off-site underground utility installation. DU has clients all over the Denver Metro and Front Range region making this location ideal for a new administrative, field and maintenance facility headquarters.
- Land Use:** The 40 acre parcel is currently zoned A-3 Agricultural and will require rezoning to Industrial I-1, Industrial for General Commercial and Restricted Industrial District to accommodate the land use needs of Diversified Underground. The I-1 District allows for outdoor storage square footage needs up to the square footage equivalent of the aggregate buildings square footage. It is understood that under the I-1 Zone District, outdoor storage needs in excess of the building square footage will require a request for a conditional use permit as a variance to the allowable under I-1. The I-1 Zone will accommodate potential similar industrial enterprises as may be developed on the remainder of the parcel in the future. The parcel is in a designated urban development zone for mixed-use employment within the county.
- Existing Site Features:** The existing 40 acre parcel is currently developed with a single family residence with an outlying barn structure. The remainder of the parcel is undeveloped with natural vegetation. The residence is currently served by an on-site water well and septic system. There are no public utilities to the site other than electrical service.

Diversified Underground
Rezoning Application
Project Narrative - Revised

- **Site Design:** The proposed Diversified Underground 10 acre parcel will include the main 13,600 sf Administrative /Field Training Center facility with a proposed 6,600 sf second building for Vehicle Maintenance. The remainder of the site will include a Vehicle Equipment Yard, employee parking and employee outdoor space. The main building will face Cavanaugh Rd. with the Vehicle Maintenance Building behind to the east within the equipment yard.
- **Traffic and Site Circulation:** Site circulation will be directed off Cavanaugh Rd. to a proposed internal drive along the north property line that will serve the Diversified Underground development area. The remainder of the parcel will be served by existing drives.
- **Parking:** Proposed parking will meet the requirements for the Administrative Building, Vehicle Maintenance and Equipment Yard collectively per parking requirements under the county code for contractors offices, shop buildings and yards. The main building will require 1 space/10,000 sf = 1.36 or 2 spaces. The equipment yard requires 1 space/10,000 sf of material or storage yard = 35.9 or 36 spaces. Vehicle Maintenance buildings require 1 space/1,000 sf = 6.6 or 7 spaces for a total of 45 parking spaces required. Large construction vehicles will be parked in the yard overnight and be off site during the day. Standard pick-up truck vehicles will be driven home by the employees each night and will not require regular on-site parking.
- **Site Utilities:** The site is currently served by a water well and a septic system. There are no infrastructure utilities within close proximity to this site. The existing well capacity will meet the needs of the proposed new facilities. A new septic system designed is proposed.
- **Site Drainage:** Site drainage will maintain historic natural flows to off-site natural drainage ways. The majority of the site will remain natural vegetation. The proposed Phase 1, 10 acre DU development will provide on-site detention meeting impervious surface area requirements for the developed area.
- **Open Space Area:** The remaining 30 acres for future development will be left as existing with natural vegetation. The site frontage and required buffer zones at side property lines adjacent to residential will meet the county landscape standards.
- **Equipment Yard:** The equipment yard will meet county screening design standards.
- **Building Architecture:** The proposed building will be a pre-engineered metal building with enhanced entry feature, storefront features, accent panels and outdoor spaces associated with employee break and common areas. The maintenance building will also be a pre-engineered metal building to compliment the main administration building.

The Diversified Underground Team looks forward to working with Adams County to serve Diversified Underground as it expands to meet future needs.

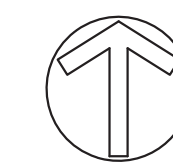
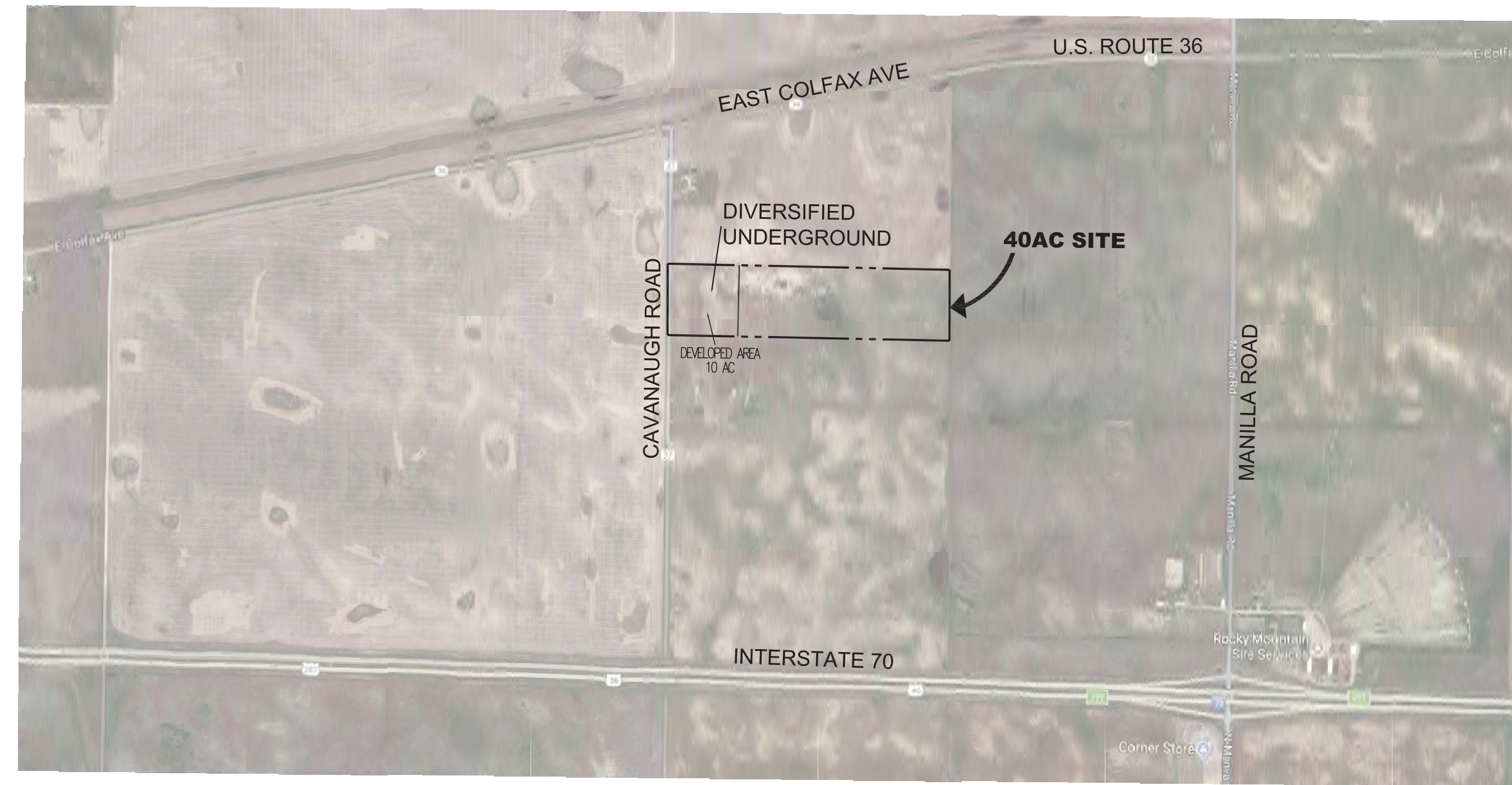
Sincerely,
ZP Architects Engineers



Jeanne Fielding, AIA LEED AP NCARB
Principal

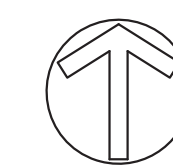
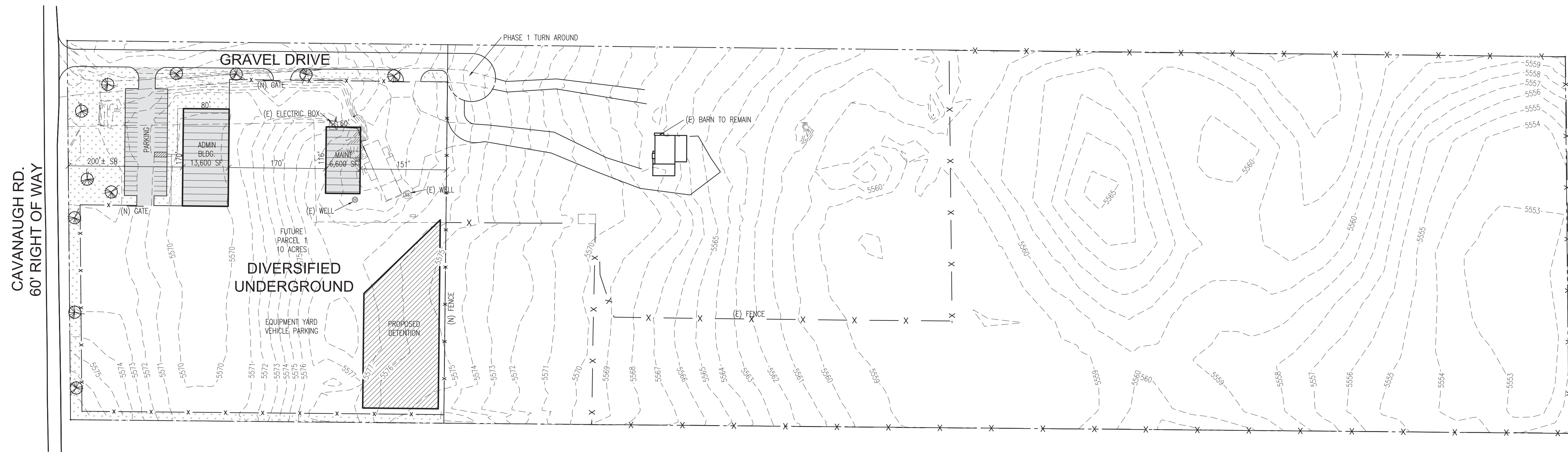
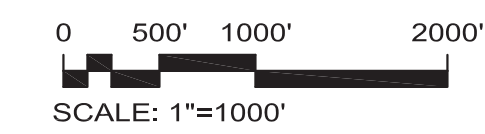
REZONING SUBMITTAL FOR:
DIVERSIFIED UNDERGROUND
 A PORTION OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NW 1/4 SECTION 34, TOWNSHIP 3 SOUTH, RANGE 64 WEST OF THE 6TH PM,
 COUNTY OF ADAMS, STATE OF COLORADO

Exhibit 3.2



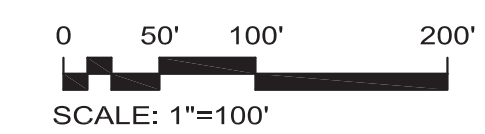
1
 SP1.1

SITE PLAN
 VICINITY MAP



2
 SP1.1

SITE PLAN
 40 ACRES



DIVERSIFIED UNDERGROUND
 DEVELOPMENT

WATKINS, COLORADO

2300 CAVANAUGH ROAD

ISSUE:
 10.5.17 REZONING 1

JOB NUMBER:
 Z17-005
 SHEET TITLE:
 OVERALL SITE PLAN

SP1.1



Exhibit 4.1

Development Review Team Comments

Date: 11/16/17

Project Number: RCU2017-00043

Project Name: Diversified Underground Rezone

For submission of revisions to applications, a cover letter addressing each staff review comments must be provided. The cover letter must include the following information: restate each comment that require a response and provide a response below the comment; respond to each comment with a description of the revisions and the page of the response on the site plan. And identify any additional changes made to the original document other than those required by staff.

A re-submittal is not required.

Commenting Division: Development Services, Planning

Name of Reviewer: Emily Collins

Email: ecollins@adcogov.org

PLN1. REQUEST:

- a. This request is for a zoning map amendment to change the subject property from Agriculture-3 (A-3) to Industrial-2 (I-2).
- b. Zoning change request is to allow future development for Diversified Underground, a utility contractor, including administrative office, vehicle maintenance facility, and outdoor storage.
- c. Phase I of development on 10 acres includes a 13,600 sf administrative office and a 6,600 sf vehicle maintenance building.
- d. The request for I-2 zoning is to allow outdoor storage exceeding the building coverage and without the need for conditional use permits.

PLN2. SUBJECT SITE:

- a. 2300 Cavanaugh Rd./ Parcel # 0181734200003 is approximately 39.54 acres
- b. Proposed water supply via exiting well. Please note comments from State Division of Water Resources. The well requires re-permitting for commercial/industrial use and a determination of water rights from the Ground Water Commission.
- c. Sewage is proposed via on-site wastewater treatment system (septic), which requires separating permitting from Tri-County Health Department.

PLN3. COMPREHENSIVE PLAN:

- a. Site is designated as Mixed Use Employment
- a. Allows a mixture of employment uses, including offices, retail, and clean, indoor manufacturing, distribution, warehousing, and airport and technology uses.
- b. Large swaths of properties around Denver International Airport, Front Range Airport, and the I-70 corridor are designated for future Mixed Use Employment to preserve future long-term opportunities for employment growth in these areas, but any future development in these areas should be phased and concentrated around where urban services and infrastructure are most readily available.

PLN4. AIRPORT INFLUENCE ZONE (AIZ), Section 3-33:

- a. Intended to provide areas for economic development and safe operation of general aviation uses
- b. Also intended to provide for notice and disclosure of airport locations in areas which may be subjected to aircraft activities of such duration and frequency which would constitute a nuisance
- c. All uses permitted by the underlying zone are permitted in the Airport Influence Zone unless specifically prohibited or restricted by Restriction Area One or Restriction Area Two, subject to building permit review and approval. **This subject site is not within the Restriction Areas for Front Range Airport.**
- d. All uses and building plans are subject to FAA Obstruction and Approach Zone Regulations (Part 77). **A signed "Aircraft Activity Covenant with Disclosure" must be filed prior to issuance of a building permit.**

PLN5. SITE PLAN COMMENTS:

- a. Please contact Bennett Fire Protection District to ensure compliance with any fire safety requirements. See attached comments.
- b. New buildings are required to conform to all setback and height restrictions of the applicable zone district. This includes a 145 ft section line setback from Cavanaugh Rd.
- c. Staff encourages the building placement in front of parking to enhance visual aesthetics along the public right-of-way.
- d. Parking and landscape shall be required with building permit application. All landscape shall be irrigated and shall be installed prior to issuance of a certificate of occupancy.
- e. Minimum 10% lot landscape required. Based on 10 acres, this requires 43, 560 sf of landscape. 50% of required landscape shall be installed along any right-of-way.
- f. All parking areas must be paved.
- g. All outdoor storage, not including vehicles, shall be appropriately screened with fencing.

PLN6. CRITERIA FOR APPROVAL

- a. Consistent with Comprehensive Plan
- b. Consistent with purpose of the development standards and regulations
- c. Comply with all requirements of the development standards and regulations

- d. Compatible with surrounding area, not detrimental to immediate area or the future development of the area, and not detrimental to the health, safety, and welfare of the inhabitants of the area.
- e. **Staff is not supportive of the request for I-2 zoning. The proposed development is permitted in the I-1 zone district, with limited outdoor storage or through a conditional use permit. Additionally, I-2 zoning is not compatible with the goals of the Comprehensive Plan and may allow uses that are not compatible with the surrounding area or detrimental to the health, safety, and welfare of the residents.**

Commenting Division: Development Services, Engineering:

Name of Reviewer: Greg Labrie

Email: glabrie@adcogov.org

ENG1: No comments.

Commenting Division: Development Services, Environmental Analyst

Name of Reviewer: Jen Rutter

Email: jrutter@adcogov.org

ENV1. Due to the proximity of the parcels to Front Range Airport, the southernmost and largest parcel is covered by the Airport Influence Zone (AIZ), which restricts certain residential and commercial developments. See Section 3-33 for more information. The proposed use appears to be allowed in this zone.

ENV2. All uses and building plans are subject to FAA Obstruction and Approach Zone Regulations, Part 77.

ENV3. A signed "Aircraft Activity Covenant with Disclosure" must be filed prior to approval of a subdivision, if application, or the issuance of a building permit.

Commenting Division: Development Services, Right-of-Way:

Name of Reviewer: Marissa Hillje

Email: mhillje@adcogov.org

ROW1: No Right-of-way dedication required with this rezoning application.

Commenting Division: Development Services, Building Safety Division:

Name of Reviewer: Justin Blair

Email: jblair@adcogov.org

BSD1- No comment.

Exhibit 4.2



Right of Way & Permits

1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: **303.571.3306**
Facsimile: 303. 571.3284
donna.l.george@xcelenergy.com

November 14, 2017

Adams County Community and Economic Development Department
4430 South Adams County Parkway, 3rd Floor, Suite W3000
Brighton, CO 80601

Attn: Emily Collins

Re: Diversified Underground, Case # RCU2017-00043

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the request for the **Diversified Underground Rezone**. Please be advised that PSCo has existing electric distribution facilities including two (2) transformers within the areas indicated in this proposed rezone, and requests that the second transformer also be shown on the plans.

Public Service Company has no objection to this proposed rezone, contingent upon Public Service Company of Colorado's ability to maintain all existing rights and this amendment should not hinder our ability for future expansion, including all present and any future accommodations for natural gas transmission and electric transmission related facilities.

It appears that the new maintenance building will be built over a transformer. The property owner/developer/contractor must complete the **application process** for any new electric service, or modification to existing facilities including relocation and/or removal via FastApp-Fax-Email-USPS (go to: https://www.xcelenergy.com/start_stop_transfer/new_construction_service_activation_for_builders). It is then the responsibility of the developer to contact the Designer assigned to the project for approval of design details. Additional easements may need to be acquired by separate document for new facilities.

As a safety precaution, PSCo would like to remind the developer to call the **Utility Notification Center** at 1-800-922-1987 to have all utilities located prior to any construction.

If you have any questions about this referral response, please contact me at (303) 571-3306.

Donna George
Contract Right of Way Referral Processor
Public Service Company of Colorado



Bennett-Watkins Fire Rescue

District Office: 303-644-3572 Fax: 303-644-3401

825 Shari's Court, Bennett, CO 80102

Email: Info@BennettFireRescue.org

"Striving to Preserve Life and Property"

November 14th, 2017

Exhibit 4.3

Emily Collins
Adams County Planning & Development
4430 South Adams County Parkway
1st Floor - Suite W2000A
Brighton, CO 80601-8216

Re: RCU2017-00043 Diversified Underground Rezone

Manager Collins,

In regards to the RCU2017-00043 Diversified Underground Rezone request, Bennett –Watkins Fire Rescue (BWFR) is providing this letter of comments for Adams County as follows:

- BWFR has some concern with potential rezoning of current agriculture land to other industrial or commercial uses due to the lack of current infrastructure to support associated development. For example, there is currently no municipal or private water supply available in the area to supply potentially required fire suppression systems or firefighting water supplies.
- BWFR has not yet entered into dialogue with the applicant regarding the project, however we are recommending the applicant consider the significant infrastructure requirements necessary to develop the proposed facility. On-site wells are rarely permitted or deemed adequate for fire suppression purposes.
- It is likely that one or more of the buildings on site will be required to be equipped with fire sprinklers, and all buildings and the equipment storage lot(s) may require private fire hydrant or firefighting water supply coverage.
- It is highly recommended that the applicant contact the Fire District directly to obtain more information on the Adams County fire code requirements for this project.

If you have any other questions or concerns, please feel free to contact me. Thanks!

Thank You

Captain Caleb J. Connor
Life Safety Division
Bennett-Watkins Fire Rescue
303-644-3572 - Headquarters / 303-532-7733 - Direct
www.BennettFireRescue.org



November 3, 2017

Emily Collins, AICP
Adams County
Community & Economic Development
4430 South Adams County Parkway, 1st Floor, Suite W2000B
Brighton, CO 80601

RE: Diversified Underground Rezone, RCU2017-00043
TCHD Case No. 4656

Dear Ms. Collins,

Thank you for the opportunity to review and comment on the Diversified Underground request to rezone, from Agriculture-3 (A-3) to Industrial-2 (I-2), at 2300 Cavanaugh Road, Watkins. 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) – 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 property being served by an OWTS provided that the system is permitted, inspected and operated in accordance with TCHD's current OWTS Regulation. Only domestic wastewater is allowed to be plumbed to the OWTS; therefore, no floor drains or sinks for non-domestic wastewater shall be allowed in the maintenance building. 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 shall contact the TCHD Aurora office at 303-341-9370. More information is available at <http://www.tchd.org/269/Septic-Systems>.

On-Site Wastewater Treatment System (OWTS) – Abandonment

Our records indicate the presence of an On-Site Wastewater Treatment System (OWTS) serving the residence on the subject property. The application states that the residence will be demolished. The existing OWTS on the subject property shall be abandoned in accordance with Regulation No. O-17, Section 6.8. TCHD must be notified in writing once the system has been properly abandoned. For more information, or to submit the notification, the applicant may contact the TCHD Aurora office at 303-341-9370. More information is available at <http://www.tchd.org/269/Septic-Systems>.

Mosquito Control - Stormwater Facilities

The site plan indicates that a detention pond is proposed. Detention ponds can become sites for mosquito breeding. To reduce the potential for human exposures to West Nile and other mosquito-borne viruses, TCHD recommends that the applicant prepare a mosquito control plan. Elements of the plan should include proper design, construction and regular inspection and maintenance of stormwater quality facilities, and mosquito larvacing if the insects become a problem. The applicant may submit the mosquito control plan to TCHD for review. More information is available here <http://www.tchd.org/276/Mosquitoes-West-Nile-Virus>. A guidance document is attached.

Fugitive Dust – Building Demolition

Exposure to air pollution is associated with a number of health problems including asthma, lung cancer, and heart disease. The Colorado Department of Public Health and Environment Air Pollution Control Division (APCD) regulates air emissions. The application indicates that the existing building on the site will be demolished. State air quality regulations require that precautions be taken prior to demolition of buildings to evaluate the presence of asbestos fibers that may present a health risk. If asbestos is present, actions must be taken to prevent their release into the environment. State regulations also address control of ozone depleting compounds (chlorofluorocarbons) that may be contained in air conditioning or refrigerating equipment. The applicant shall contact the APCD at (303) 692-3100 for more information. Additional information is available at <http://www.cdphe.state.co.us/ap/asbestos>.

Vector Control – Building Demolition

Rodents such as mice and rats carry diseases which can be spread to humans through contact with rodents, rodent feces, urine, saliva, or through rodent bites. For example, Hantavirus Pulmonary Syndrome (HPS), a rare but potentially lethal viral infection, can be found in the droppings and urine of rodents commonly found in southwestern United States. When buildings are demolished, rodents can spread to surrounding properties and increase the risk of vector exposure to humans. The applicant should plan for vectors and eliminate any known infestations prior to demolition. Information on rodent control can be found at <http://www.tchd.org/400/Rodent-Control>.

Pollution Prevention for the Vehicle Maintenance Building

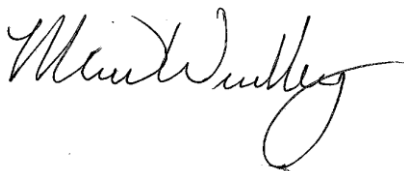
Businesses that conduct auto maintenance and repair are at risk for leaking fluids such as fuels, antifreeze, brake fluids, and cleaning agents which may be harmful to exposed site workers, pollute the soil on the site, or be discharged into nearby water sources. For the safety of site workers and the public, we recommend that the applicant adopt any of the following practices that are not already in place:

1. As it is received, inspect each vehicle for potential leaks. The inspection should be conducted over an impervious area, e.g., a concrete slab with curbs, where spills and leaks will be contained and will not infiltrate into the ground. In addition, drip pans should be used pending repair of vehicles brought in for service, and absorbents should be on hand to clean up fluid leaks or spills that might occur. All repairs should be conducted indoors.

2. Develop a spill response plan to promptly repair any detected leaks. If a leak cannot be repaired, completely drain all fluid(s) from the vehicle before placing it in storage.
3. Develop a plan to recover and either recycle or properly dispose of waste automotive fluids and cleaning agents. Waste fluid management should include the following:
 - a. Collection and recycling of waste petroleum-based products including used oil, transmission and brake fluids, and radiator coolants;
 - b. Placement of these fluids in Department of Transportation (DOT) approved waste receptacles;
 - c. Disposal of all waste fluids in accordance with applicable federal, state and local regulations;
 - d. Place absorbents and rags used to clean up spills in DOT approved receptacles, store them so as to prevent fire hazards, and dispose of them regularly in accordance with applicable federal, state and local regulations.
4. Automotive fluid should be stored in secondary containment.

Please feel free to contact me at 720-200-1593 or mweakley@tchd.org if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Weakley". The signature is fluid and cursive, with a large loop at the end.

Michael Weakley
Water Program Supervisor

cc: Sheila Lynch, Steven Chevalier, Maria Mejia, TCHD



COLORADO
Division of Water Resources
Department of Natural Resources

John W. Hickenlooper
Governor

Robert Randall
Executive Director

Kevin G. Rein, P.E.
Director/State Engineer

November 8, 2017

Emily Collins
Adams County Community & Economic Development Department
Transmitted via email:
ecollins@adcogov.org

RE: Diversified Underground Rezone
Project Number: RCU2017-00043
Portion of the S1/2 of the NW ¼, Section 34, T3S, R64W, 6th P.M.
Water Division 1, Water District 1

Dear Ms. Collins,

We have reviewed the above referenced referral received October 27, 2017 to rezone a 40 acre parcel.

This referral does not appear to qualify as a “subdivision” as defined in Section § 30-28-101(10)(a), C.R.S., pursuant to the State Engineer’s March 4, 2005 and March 11, 2011 memorandums to county planning directors, this office will only perform a cursory review of the referral information and provide comments. The comments will not address the adequacy of the water supply plan for this proposal or the ability of the water supply plan to satisfy any County regulations or requirements. In addition, the comments provided herein cannot be used to guarantee a viable water supply plan or infrastructure, the issuance of a well permit, or physical availability of water.

The applicant is seeking a zone change from A-3 agricultural zone to an I-2 industrial zone for the property located at 2300 Cavanaugh Road in Watkins (40 acres), to accommodate the proposed new industrial operation facility for Diversified Underground. The proposed development will include industrial for light manufacturing, processing, fabrication, assembly, administrative office and field staff facility, a vehicle maintenance facility and outdoor vehicle parking and equipment storage yard. An existing single-family residential house and a barn are currently located on the 40 acre parcel. The existing house is being supplied by an existing well, operating under permit no. 218208. A copy of well permit no. 218208 was included with the application materials.

Permit no. 218208, referenced in the application was issued on June 9, 1999, pursuant to 37-90-105 C.R.S. The uses of this well are limited to domestic purposes inside one single-family dwelling and lawn and garden irrigation not to exceed one acre. The well was constructed on August 19, 1999 to a depth of 980 and is producing water from the nontributary Upper Arapahoe aquifer. The existing well is proposed to supply the proposed development.

According to a Water Supply Adequacy Report dated October 10, 2017, from Mr. Thomas M Dea, of TZA Water Engineers, the indoor use for the development is estimated at 93,600 gallons/year or



0.29 acre-feet/year based on 30 full time employees at 12 gallons per employee per day and 260 working days per year. The outdoor irrigation use is estimated at 0.69 acre-feet/year assuming that 10,000 square-feet of grass three and shrubs will be irrigated and an irrigation application of 36 inches/irrigated acre (3 acre-feet/irrigated acre). The total demand for the development equals 0.98 acre-feet/year. Sewage treatment will be by individual septic disposal system.

An estimate of groundwater quantification for the 40 acre parcel was also completed by Mr. Thomas M Dea, of TZA Water Engineers. The groundwater quantification was performed based on 39.82 acres, which represents the actual parcel size. The following amounts of water were estimated to be available underlying the 39.82-acre parcel.

Aquifer	Annual amount available (100 yr. allocation approach)	Type
Denver	13.39 acre-feet	NNT
Upper Arapahoe	10.48 acre-feet	NT
Lower Arapahoe	3.44 acre-feet	NT
Laramie-Fox Hills	8.57 acre-feet	NT

Based on the above there appear to be sufficient amount of water in the Upper Arapahoe to satisfy the demand for the proposed development and the county 300 year water supply. However as permitted the existing well permit no. 218208 cannot be used to supply the proposed commercial/industrial development and the well will need to be re-permitted for such use. A well permit for commercial/industrial use will not be available prior to the applicant obtaining a determination of water right from the Ground Water Commission in accordance with Section 37-90-107(7), C.R.S. The ability for the Applicant to obtain a determination of water right and a new well permit will be determined at the time they are submitted to, and reviewed by, the Ground Water Commission.

Should you have any questions or concerns, please contact Ioana Comaniciu in this office at (303) 866-3581 x8246.

Sincerely,

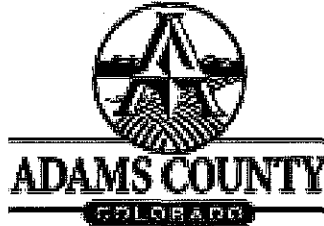


Keith Vander Horst, P.E.
Chief of Water Supply Designated Basins

Ec: Division 1 Division Engineer
District 1 Water Commissioner
Lost Creek GWMD
File for permit no. 218208

Exhibit 5.1

Community & Economic
Development Department
www.adcogov.org



4430 South Adams County Parkway
1st Floor, Suite W2000B
Brighton, CO 80601-8218
PHONE 720.523.6800
FAX 720.523.6967

Request for Comments

Case Name:	Diversified Underground Rezone
Case Number:	RCU2017-00043

October 26, 2017

Adams County Planning Commission is requesting comments on the following request:

Request to rezone from Agriculture-3 (A-3) to Industrial-2 (I-2) pursuant to Section 2-02-13.

We agree to this change

This request is located at **2300 CAVANAUGH RD**

The Assessor's Parcel Number is **0181734200003**

Applicant Information **JEANNE FIELDING**

2727 BRYANT ST. SUITE 610

DENVER, CO 80211

*Gerrit A. Von Dyk
Donna M. Von Dyk*

Please forward any written comments on this application to the Department of Community and Economic Development at 4430 South Adams County Parkway, Suite W2000A Brighton, CO 80601-8216. (720) 523-6820 by **November 16, 2017** in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to ECollins@adcogov.org.

Once comments have been received and the staff report written, the staff report and notice of public hearing dates will be forwarded to you for your information. The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at www.adcogov.org/planning/currentcases.

Thank you for your review of this case.

Emily Collins
Emily Collins, AICP
Case Manager

Over →

BOARD OF COUNTY COMMISSIONERS

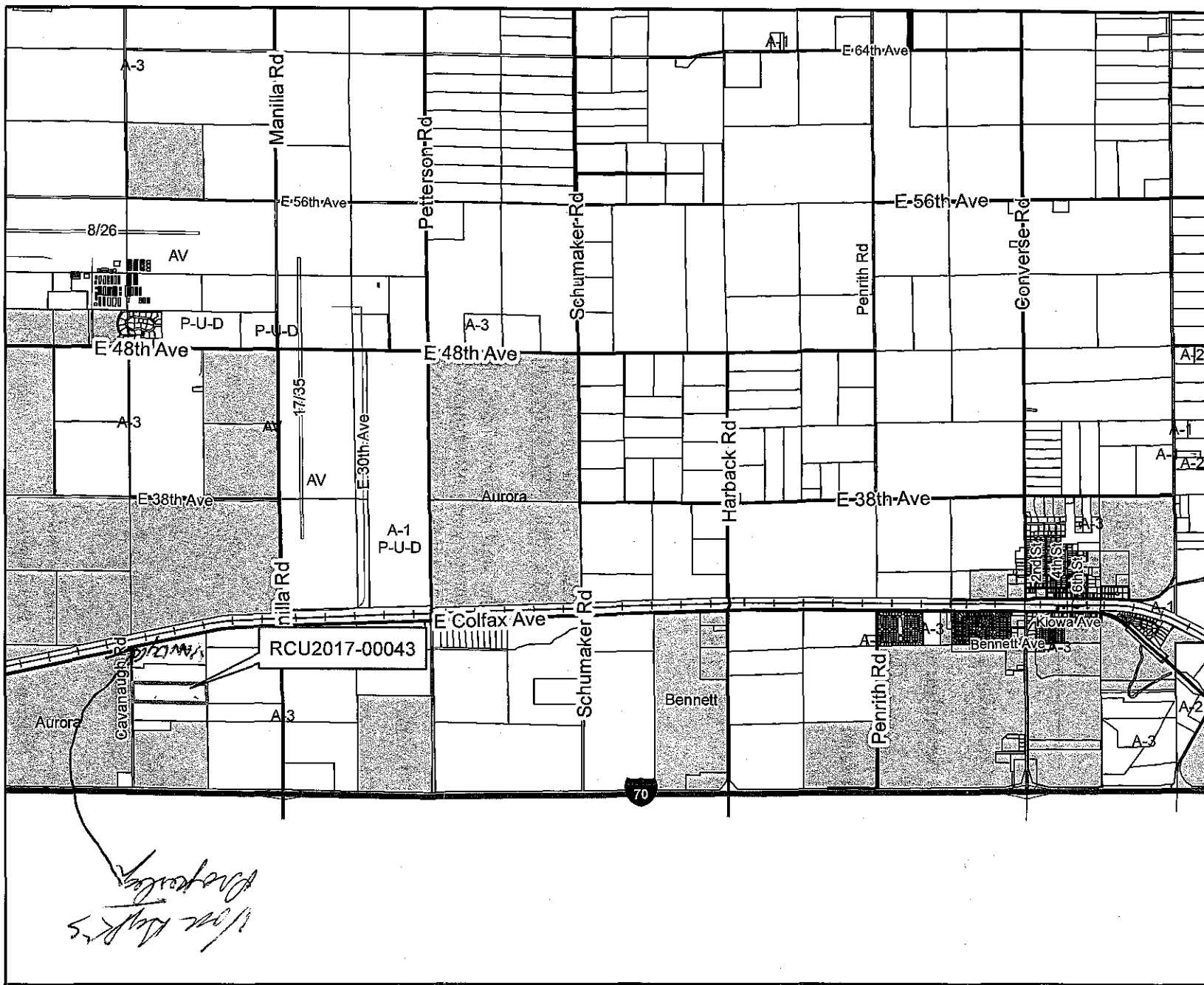
Eva J. Henry
DISTRICT 1

Charles "Chaz" Tedesco
DISTRICT 2

Erik Hansen
DISTRICT 3

Steve O'Dorizio
DISTRICT 4

Mary Hodge
DISTRICT 5



LEGEND

- ★ Special Zoning Conditions
 - 3 Section Numbers
 - 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)
 - Airport Noise Overlay

Diversified Underground Rezone
RCU2017-00043



For display purposes only.



This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy

Exhibit 6.1

Community & Economic
Development Department
www.adcogov.org



4430 South Adams County Parkway
1st Floor, Suite W2000B
Brighton, CO 80601-8218
PHONE 720.523.6800
FAX 720.523.6967

Request for Comments

Case Name:	Diversified Underground Rezone
Case Number:	RCU2017-00043

October 26, 2017

Adams County Planning Commission is requesting comments on the following request:

Request to rezone from Agriculture-3 (A-3) to Industrial-2 (I-2) pursuant to Section 2-02-13.

This request is located at **2300 CAVANAUGH RD**
The Assessor's Parcel Number is **0181734200003**
Applicant Information **JEANNE FIELDING**
2727 BRYANT ST. SUITE 610
DENVER, CO 80211

Please forward any written comments on this application to the Department of Community and Economic Development at 4430 South Adams County Parkway, Suite W2000A Brighton, CO 80601-8216. (720) 523-6820 by **November 16, 2017** in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to ECollins@adcogov.org.

Once comments have been received and the staff report written, the staff report and notice of public hearing dates will be forwarded to you for your information. The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at www.adcogov.org/planning/currentcases.

Thank you for your review of this case.

Emily Collins
Emily Collins, AICP
Case Manager



Public Hearing Notification

Case Name:	Diversified Underground Rezone
Case Number:	RCU2017-00043
Planning Commission Hearing Date:	01/11/2017 at 6:00 p.m.
Board of County Commissioners Hearing Date:	02/06/2017 at 6:00 p.m.

December 15, 2017

A public hearing has been set by the Adams County Planning Commission and the Board of County Commissioners to consider the following request:

Rezone from Agriculture-3 (A-3) to Industrial-1 (I-1) pursuant to Section 2-02-13.

These requests are located at approximately **2300 CAVANAUGH RD**

The Assessor's Parcel Numbers are **0181734200003**

Applicant Information: **JEANNE FIELDING**
2727 BRYANT ST. SUITE 610
DENVER, CO 80211

The hearing will be held in the Adams County Hearing Room located at 4430 South Adams County Parkway, Brighton CO 80601. This will be a public hearing and any interested parties may attend and be heard. The Applicant and Representative's presence at these hearings is requested. If you require any special accommodations (e.g., wheelchair accessibility, an interpreter for the hearing impaired, etc.) please contact the Adams County Community and Economic Development Department at 720-523-6800 (or if this is a long distance call, please use the County's toll free telephone number at 1-800-824-7842) prior to the meeting date. For further information regarding this case, please contact the Department of Community and Economic Development, 4430 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.

Emily Collins, AICP
Case Manager

CERTIFICATE OF POSTING



I, Emily Collins do hereby certify that I had the property posted at

2300 Cavanaugh Street

on December 28, 2017

in accordance with the requirements of the Adams County Zoning Regulations

Emily Collins

Emily Collins

To: Jason Kero
Dept: Eastern Colorado News/I-70 Scout
Email: Jkero@i-70scout.com
From: [Shayla Christenson](#)
Date: [December 19, 2017](#)

NOTICE OF PUBLIC HEARING FOR LANDUSE

NOTICE IS HEREBY GIVEN, that an application has been filed by [JEANNE FIELDING](#) Case # [RCU2017-00043](#) requesting: [Rezone from Agriculture-3 \(A-3\) to Industrial-1 \(I-1\)](#) pursuant to [Section 2-02-13](#) on the following property:

LEGAL DESCRIPTION:

THE NORTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, EXCEPT THE WEST 30.0 FEET THEREOF AS DESCRIBED AT BOOK 2101, PAGES 393-395, RECEPTION NO. 48005 FILED IN THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE, COUNTY OF ADAMS, STATE OF COLORADO.

(The above legal description was provided by the applicant and Adams County is not responsible for any errors and omissions that may be contained herein and assumes no liability associated with the use or misuse of this legal description.)

APPROXIMATE LOCATION: [2300 Cavanaugh Rd.](#)

NOTICE IS HEREBY GIVEN that a public hearing will be held by the Adams County Planning Commission in the Hearing Room of the Adams County Government Center, 4430 S. Adams County Parkway, Brighton, CO – 1st Floor, on the [11th day of January, 2018](#), at the hour of 6:00 p.m., where and when any person may appear and be heard and a recommendation on this application will be forwarded to the Board of County Commissioners.

NOTICE IS FURTHER GIVEN, that a public hearing will be held by the Adams County Board of County Commissioners in the Hearing Room of the Adams County Government Center, 4430 S. Adams County Parkway, Brighton, CO – 1st Floor, on the [6th day of February, 2018](#), at the hour of 9:30 a.m., to consider the above request where and when any person may appear and be heard.

For further information regarding this case, please contact [Emily Collins](#) at the Department of Planning and Development, 4430 S. Adams County Pkwy, Brighton, CO 80601, 720.523.6820. This is also the location where the maps and/or text certified by the Planning Commission may be viewed.

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS
STAN MARTIN, CLERK OF THE BOARD

TO BE PUBLISHED IN THE [Friday December 22, 2017](#) ISSUE OF THE Eastern Colorado News/I-70 Scout

Please reply to this message by email to confirm receipt or call [Shayla Christenson](#) at 720.523.6800.

Exhibit 6.5

Adams County Development Services - Building
Attn: Justin Blair
4430 S Adams County Pkwy
Brighton CO 80601

COLORADO DIVISION OF WILDLIFE
Attn: Eliza Hunholz
Northeast Regional Engineer
6060 BROADWAY
DENVER CO 80216-1000

BENNETT FIRE DISTRICT #7
Attn: CHIEF EARL CUMELY
825 SHARIS CT
BENNETT CO 80102

COMCAST
Attn: JOE LOWE
8490 N UMITILLA ST
FEDERAL HEIGHTS CO 80260

BENNETT FIRE DISTRICT #7
Attn: Captain Caleb J Connor
825 SHARIS CT
BENNETT CO 80102

COUNTY ATTORNEY- Email
Attn: Christine Francescani
CFrancescani@adcogov.org

BENNETT PARK AND RECREATION
Attn: Chris Raines
PO BOX 379
455 S. 1ST ST.
BENNETT CO 80102-0379

Engineering Department - ROW
Attn: Transportation Department
PWE - ROW

BENNETT SCHOOL DISTRICT 29J
Attn: Robin Purdy
615 7TH ST.
BENNETT CO 80102

Engineering Division
Attn: Transportation Department
PWE

Century Link, Inc
Attn: Brandyn Wiedreich
5325 Zuni St, Rm 728
Denver CO 80221

ENVIRONMENTAL ANALYST
Attn: Jen Rutter
PLN

CITY OF AURORA - WATER AND SAN. DEPT.
Attn: PETER BINNEY
15151 E ALAMEDA PKWY #3600
AURORA CO 80012

METRO WASTEWATER RECLAMATION
Attn: CRAIG SIMMONDS
6450 YORK ST.
DENVER CO 80229

CITY OF AURORA ATTN: PLANNING DEPARTMENT
Attn: Porter Ingram
15151 E ALAMEDA PKWY 2ND FLOOR
AURORA CO 80012

NS - Code Compliance
Attn: Gail Moon
gmoon@adcogov.org

Code Compliance Supervisor
Attn: Eric Guenther
eguenther@adcogov.org

Parks and Open Space Department
Attn: Nathan Mosley
mpedrucci@adcogov.org
aclark@adcogov.org

COLORADO DIVISION OF WILDLIFE
Attn: JOSEPH PADIA
6060 BROADWAY
DENVER CO 80216

SHERIFF'S OFFICE: SO-HQ
Attn: MICHAEL McINTOSH
nblair@adcogov.org, aoverton@adcogov.org; mkaiser@adcogov.org
snielson@adcogov.org

Sheriff's Office: SO-SUB
Attn: SCOTT MILLER
TFuller@adcogov.org, smiller@adcogov.org
aoverton@adcogov.org; mkaiser@adcogov.org

TRI-COUNTY HEALTH DEPARTMENT
Attn: Sheila Lynch
6162 S WILLOW DR, SUITE 100
GREENWOOD VILLAGE CO 80111

TRI-COUNTY HEALTH DEPARTMENT
Attn: MONTE DEATRICH
4201 E. 72ND AVENUE SUITE D
COMMERCE CITY CO 80022

Tri-County Health: Mail CHECK to Sheila Lynch
Attn: Tri-County Health
landuse@tchd.org

Xcel Energy
Attn: Donna George
1123 W 3rd Ave
DENVER CO 80223

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DENVER CO 80223

Exhibit 6.6

ADAMS COUNTY
4430 S ADAMS COUNTY PKWY 5TH FLOOR
BRIGHTON CO 80601-8222

VAN DYK GERRIT A/DOROTHY M AS TRUSTEES
VANDYK GERRIT A/DOROTHY M JT REVOC TRUST
920 ANTELOPE DR W
BENNETT CO 80102-8676

BENESCH EDWARD J
PO BOX 86
WATKINS CO 80137-0086

WESTERN TRANSPORT LLC UND 58.76% AND TRE
LP UND 21.24% AND COLORADO MAVERICK COMP
625 E MAIN ST STE 1028-303
ASPEN CO 81611-1935

DANHAUER PATRICIA ELAINE FAMILY TRUST
2812 COUNTRYSIDE TRL
KELLER TX 76248-8308

DRU STANLEY J
1277 E MISSOURI AVE NO. 214
PHOENIX AZ 85014-2917

LEWIS DAVID M AND
LEWIS DEANNA L
1614 MANILLA ROAD
BENNETT CO 80102

LEWIS DAVID M AND
LEWIS DEANNA L
1616 MANILLA RD
BENNETT CO 80102-8868

LOPEZ JAVIER
1960 CAVANAUGH RD
WATKINS CO 80137-6700

RH CHUAPOCO INVESTMENTS LLC
PO BOX 460850
AURORA CO 80046-0850

RHOADS MITCHEL E
4755 W 30 N
ANGOLA IN 46703-8725

THOMAS JUDY E TRUST THE AND
FREY HAROLD L TRUST THE
5956 S FAIRFAX STREET
LITTLETON CO 80121

Diversified Underground Rezoning

RCU2017-00043

2300 Cavanaugh Road

February 6, 2018

Board of County Commissioners Public Hearing
Community and Economic Development Department

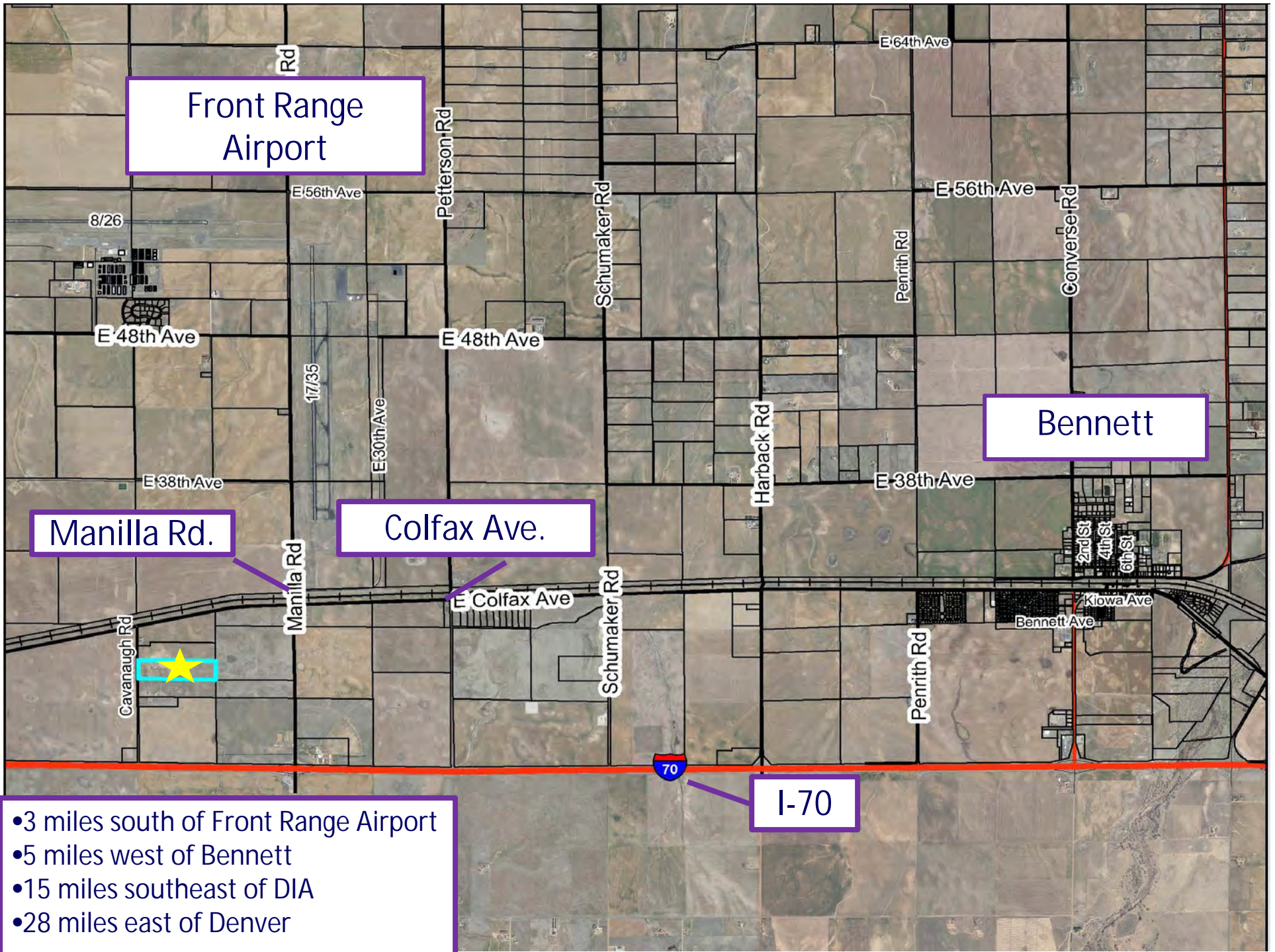
Case Manager: Emily Collins



Request

Rezoning – 39.54 acre parcel

- Current zoning: Agriculture-3 (A-3)
- Proposed zoning: Industrial-1 (I-1)



Front Range
Airport

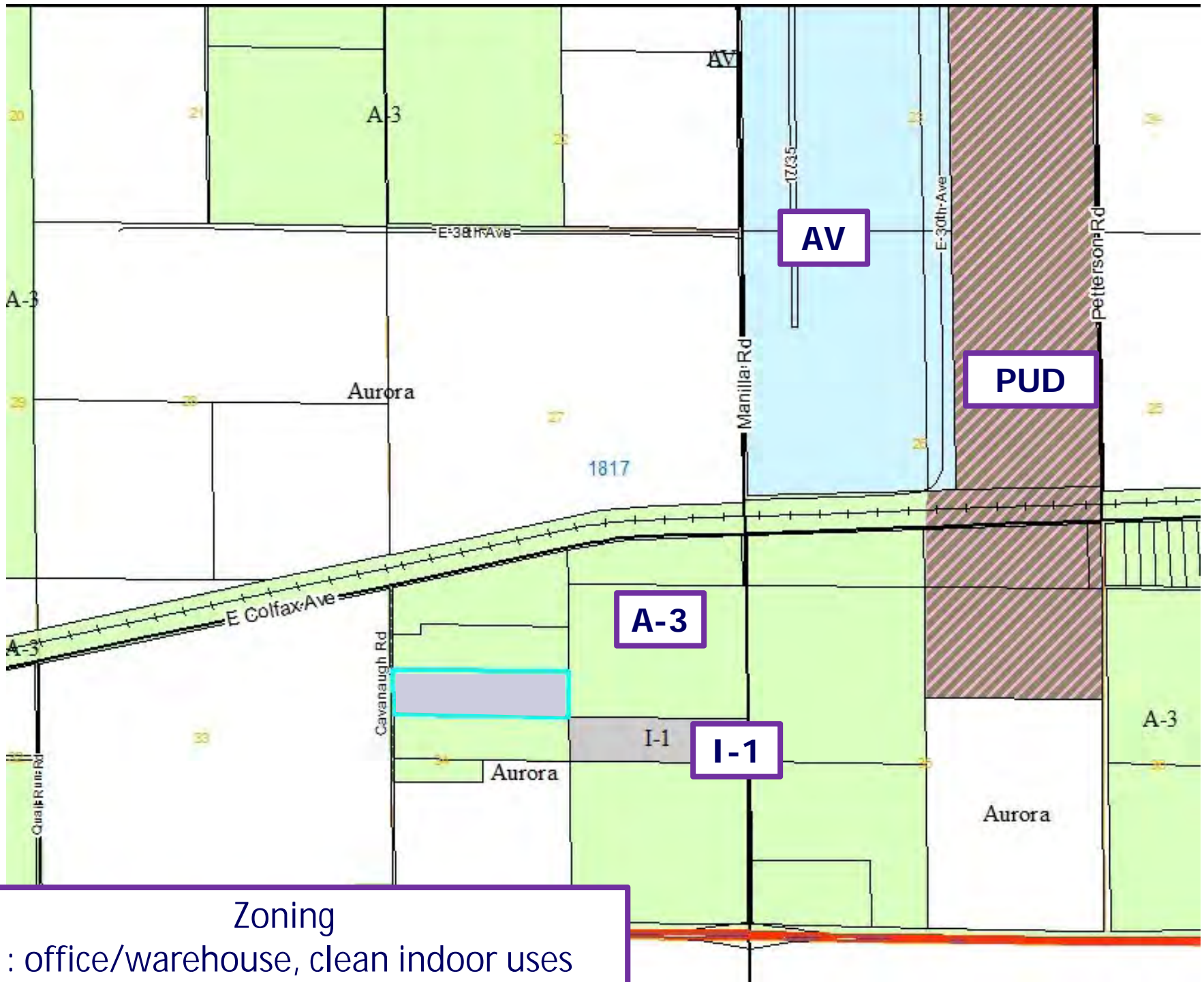
Bennett

Manilla Rd.

Colfax Ave.

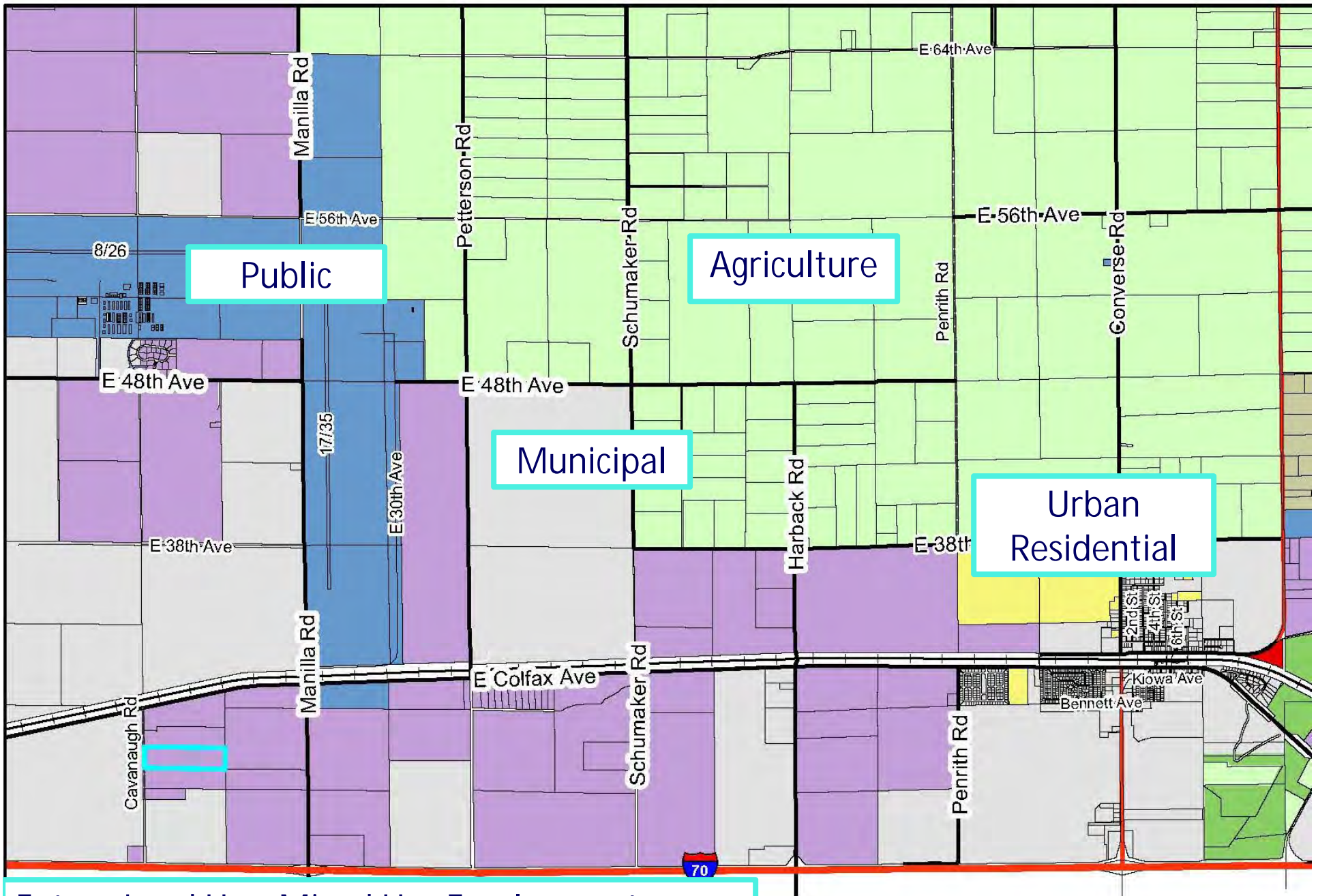
I-70

- 3 miles south of Front Range Airport
- 5 miles west of Bennett
- 15 miles southeast of DIA
- 28 miles east of Denver



Zoning

- I-1: office/warehouse, clean indoor uses



Future Land Use: Mixed Use Employment
 •Variety of business, warehouse, office

Criteria for Rezoning Approval

Section 2-02-13-06-02

1. Consistent with Comprehensive Plan
2. Consistent with Development Standards
3. Complies to Development Standards
4. Harmonious & Compatible

Development Standards

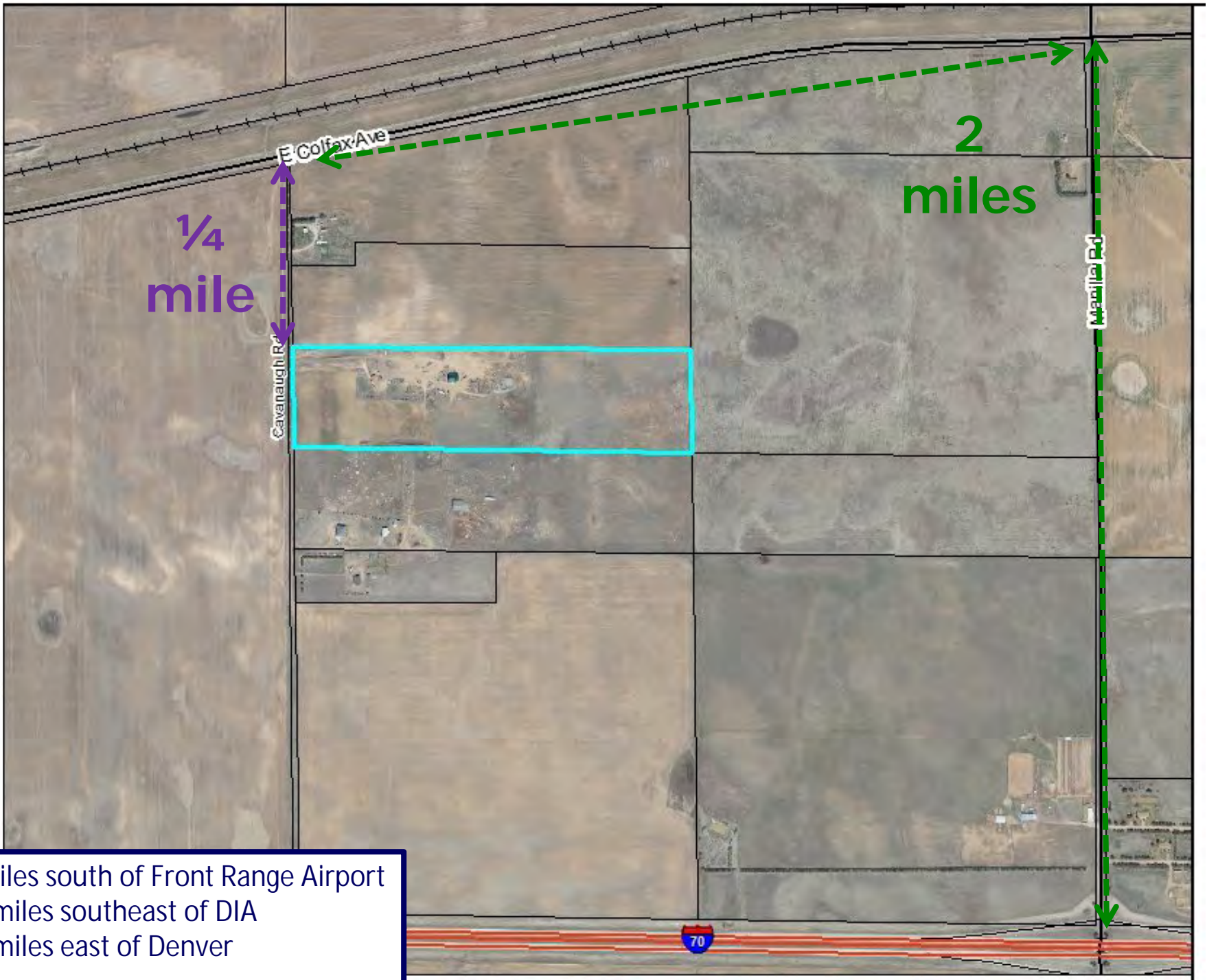
Industrial-1 Zone District

Minimum Lot Size:

- Required: 1 acre (39 acres provided)

Minimum Lot Width:

- Required: 100 ft. (657 ft. provided)



- 3 miles south of Front Range Airport
- 15 miles southeast of DIA
- 28 miles east of Denver

East on Cavanaugh Rd.



SE on Cavanaugh Rd.



South on Cavanaugh Rd.



North on Cavanaugh Rd.



West on Cavanaugh Rd.



Referral Period

Notices Sent	Comments Received
12	1

1 mile referral distance

Public comment: supportive of rezone

External Referral Agencies: Bennett-Watkins Fire Rescue

PC UPDATE

- Considered on January 11, 2018:
 - Unanimous approval
- Discussion:
 - Contact Fire and Sheriff prior to demolition
 - Solutions for water supply
- Public Testimony
 - None

PC and Staff Recommendation

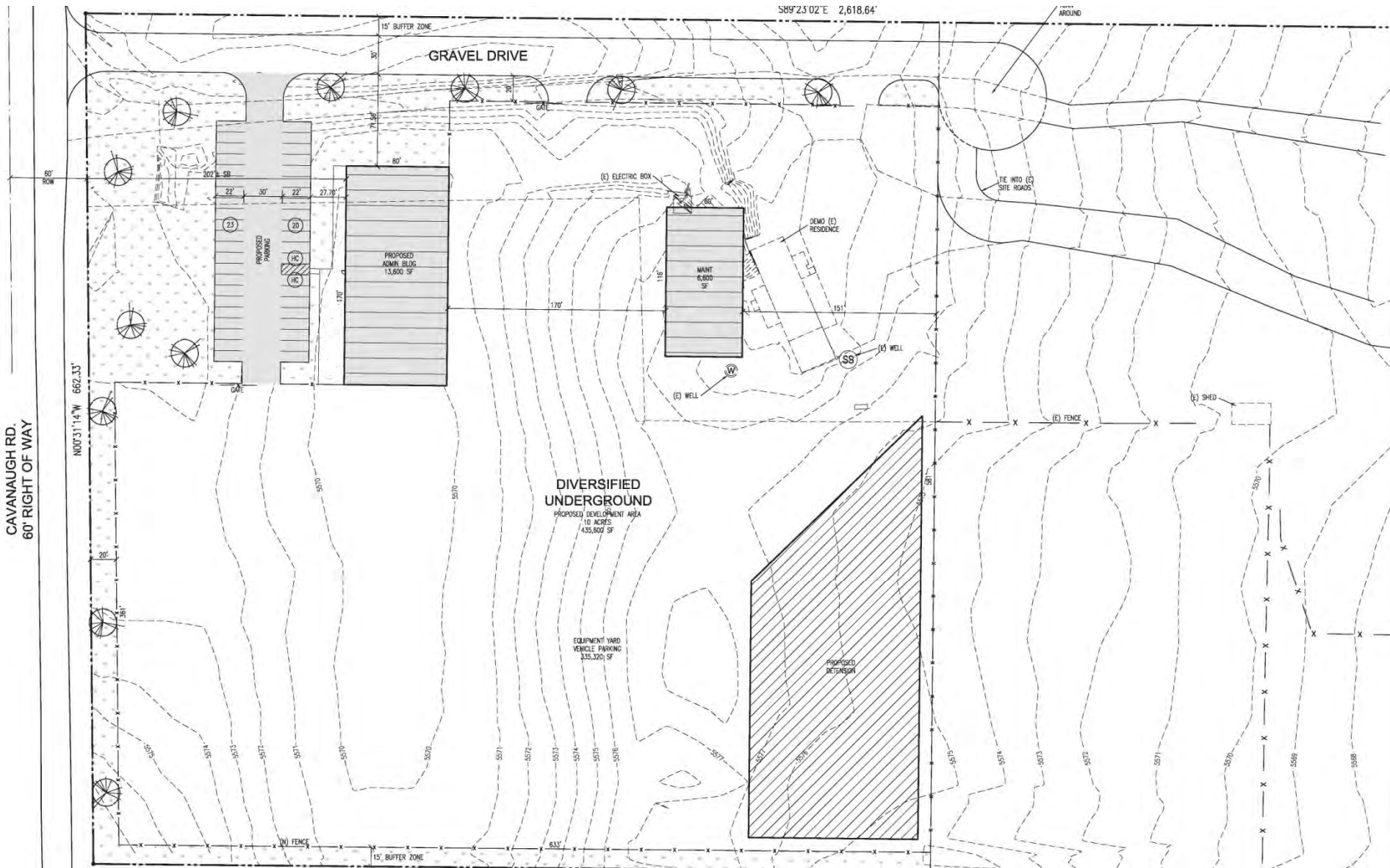
- Consistent with Comprehensive Plan
- Compliant with Development Standards
- Compatible with surrounding area

Approval of the rezoning (RCU2017-00043– Diversified Underground) with 4 findings-of-fact.

Cavanaugh Rd



CAVANAUGH RD.
60' RIGHT OF WAY



S89°23'02"E 2,618.64'

AROUND

GRAVEL DRIVE

15' BUFFER ZONE

N00°31'14"W 662.33'

DIVERSIFIED UNDERGROUND
PROPOSED DEVELOPMENT AREA
435,800 SF

EQUIPMENT YARD
VEHICLE PARKING
335,320 SF

PROPOSED
MAIN BLDG
13,600 SF

MAINT
6,500 SF

DEMO (E)
RESIDENCE

(E) WELL

(E) ELECTRIC BOX

(E) SHED

(E) FENCE

(W) FENCE

15' BUFFER ZONE

PROPOSED
DETENTION